



7. That the Defendant made misrepresentations of material facts both during the application for the subject policy of insurance and during the Plaintiff's investigation of the subject claim; that Plaintiff has no coverage obligations for loss arising due to vandalism as a result of the vacancy of the property at the time of the loss; that Defendant has failed to cooperate with the Plaintiff in its investigation of the subject claim in violation of the terms and conditions of the subject policy of insurance; that Plaintiff has no coverage obligations due to Defendant's violation of the terms and conditions of the policy with regard to fraud and/or misrepresentation; that Plaintiff has no coverage obligations due to the fact that the subject loss resulted from the intentional acts of Defendant; and that Defendant has and/or had no insurable interest in the subject property;
8. That the conduct of the Defendant referenced herein voids the insurance policy *ab initio*;
9. That default judgment is granted against Defendant and in favor of the Plaintiff for all allegations of the declaratory judgment action and all relief sought therein; and
10. That all parties are to bear their respective costs of this action.

IT IS SO ORDERED.

Signed: September 21, 2016



Frank D. Whitney  
Chief United States District Judge

