

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

**CERTAIN UNDERWRITERS AT LLOYD’S, LONDON,  
SUBSCRIBING TO POLICY NUMBER 501/NB03ACMD,**

**Plaintiff,**

**v.**

**No. CIV 04-0937 JB/RLP**

**STEVEN NANCE AND L.J. DOLLOFF ASSOCIATES OF  
NEW MEXICO, INC., a New Mexico Corporation,**

**Defendant.**

**And**

**STEVEN NANCE,**

**Counter, Cross and Additional Party Plaintiff,**

**v.**

**CERTAIN UNDERWRITERS, et al.,**

**Counter, Cross and Additional Party Defendants.**

**DECLARATORY JUDGMENT**

The trial of this matter was heard on May 29, 30 and 31, 2007 before the above Court, the Honorable James O. Browning, United States District Judge presiding. Plaintiffs Certain Underwriters At Lloyd’s, London, Subscribing to Policy Number 501/NB03ACMD (“Underwriters”) appeared by Alan H. Barbanel and Stephen Treuer of Barbanel & Treuer, Defendant/Counterclaimant/Cross-Claimant Steven Nance (“Nance”) appeared by Richard J. Valle

of Carter Law Firm PC, and Third Party Defendant L. J. Dolloff & Associates, Inc. (“Dolloff New York”) appeared by Alan R. Jampol of Jampol, Zimet, Skane & Wilcox LLP and Peter V. Domenici, Jr., and Lorraine Hollingsworth of Domenici Law Firm PC. The Court, having heard the testimony, reviewed the exhibits admitted at trial and the post-trial briefs filed by the parties, issued its Findings of Fact, Conclusions of Law, and Order filed August 30, 2007 (Doc. 190). Previously, the Court issued its Memorandum Opinion and Order filed March 9, 2007 (Doc. 124), and Memorandum Opinion and Order filed August 24, 2007 (Doc. 73).

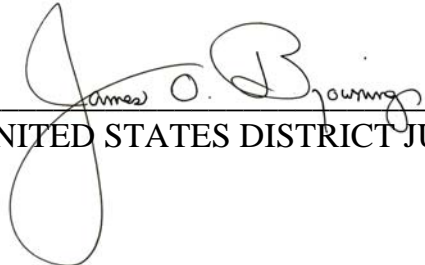
In accordance with foregoing findings, conclusions, opinions, and orders, IT IS HEREBY ORDERED ADJUDGED AND DECREED that judgment be entered as follows:

1. The Court declares that (a) Dolloff New York is not and was not at any time the alter ego of L. J. Dolloff Associates of New Mexico, Inc. (“Dolloff New Mexico”), (b) there is no basis for piercing the corporate veil of Dolloff New Mexico, and the Court will not do so, and (c) Dolloff New York is not legally responsible for payment of any portion of the default judgment in favor of Nance against Dolloff New Mexico (“Nance’s Judgment against Dolloff New Mexico”) in the separate action in the Bernalillo County Court of New Mexico entitled *Nance v. L.J. Dolloff Associates of N.M. Inc.*, No. CV-03-03133 (N.M. Second Jud. Dist. 2003) (“*Nance-State I*”).

2. The Court declares that Dolloff New Mexico is not an Assured under Underwriters’ Insurance Brokers and Agent Errors and Omissions Insurance Policy Number 501/NB03ACMD, issued for the period February 10, 2003 to February 10, 2004 (“Policy”), that Underwriters have no obligation to Dolloff New Mexico under the alter-ego doctrine or the Policy, and that Underwriters have no obligation to either Nance or Dolloff New Mexico to either satisfy Nance’s Judgment in *Nance-State I* or indemnify Dolloff New Mexico for the judgment.

3. Nance shall take nothing by his Counterclaim against Underwriters.
4. Nance shall take nothing by his Third Party Claim against Dolloff New York.
5. Each party will bear its or his own costs and attorneys' fees.

Dated: February 29, 2008.

  
UNITED STATES DISTRICT JUDGE