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28 **UNITED STATES DISTRICT COURT**
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30 **EASTERN DISTRICT OF CALIFORNIA**

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32 JACK QUIGLEY,

33 Plaintiff,

34 vs.

35 TRAVELERS PROPERTY CASUALTY
36 INSURANCE COMPANY, AND DOES 1
37 THROUGH 25, INCLUSIVE,

38 Defendants.

39 Case No. 1:08-CV-1302-OWW-DLB

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41 **STIPULATION FOR STAY OF**
42 **PROCEEDING**
43 **[Local Rule 83-143]**

44 Complaint filed: September 3, 2008
45 Trial Date: None Set

46 Hon. Oliver W. Wanger

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48 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

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50 Defendant Travelers Property Casualty Insurance Company (“Travelers”), by and through
51 its attorneys of record, Rudloff Wood & Barrows LLP, and Plaintiff Jack Quigley (“Plaintiff”), by
52 and through his attorneys of record, Wilkins, Drolshagen & Czeshinski, LLP, hereby stipulate:

1 WHEREAS, Plaintiff is the defendant in an action filed in the Superior Court of California,
2 County of Fresno in the matter entitled *Jane Doe v. Quigley*, Case Number 08 CE CG 01959
3 (“Underlying Action”);

4 WHEREAS, Plaintiff tendered his defense of the Underlying Action to Travelers who
5 issued a homeowners’ policy to Plaintiff, Policy Number 975028869-633-1 (“Policy”);

6 WHEREAS, Travelers denied it owed a duty to defend Plaintiff in the Underlying Action;

7 WHEREAS, Plaintiff filed an action against Travelers in the United States District Court,
8 Eastern District of California – Fresno Division, Case Number 1:08-CV-01302-OWW-DLB
9 (“Action”) for breach of contract and breach of the implied covenant of good faith and fair
10 dealing;

11 WHEREAS, Plaintiff and Travelers filed competing motions for partial summary judgment
12 on whether Travelers breached its duty to defend Plaintiff in the Underlying Action;

13 WHEREAS, this Court issued an Order that Travelers owed Plaintiff a defense in the
14 Underlying Action and that Travelers breached its duty to defend Plaintiff;

15 WHEREAS, Travelers is now paying for a portion of the attorneys’ fees and costs being
16 incurred in Plaintiff’s defense in the Underlying Action;

17 WHEREAS, Travelers contends that as part of defending this Action that it will need to
18 engage in discovery and possibly seek to move to file its own declaratory relief action that it does
19 not owe any duty to indemnify Plaintiff;

20 WHEREAS, Travelers contends that such discovery and declaratory relief action could
21 impact on coverage issues affecting the defense being provided Plaintiff in the Underlying Action;

22 WHEREAS, to avoid the possibility of prejudicing Plaintiff’s defense in the Underlying
23 Action, Plaintiff and Travelers agree to stay the Action unless or until Plaintiff seeks relief from
24 the stay or until the Underlying Action is resolved through settlement, dismissal or judgment;

25 WHEREAS, this Court has the inherent power to control its own calendar; and

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1 WHEREAS, a stay of proceedings would avoid Plaintiff having to fight a two front war
2 and risk the potential of prejudicing his defense in the Underlying Action and a stay would serve
3 judicial economy and efficiency;

4 NOW THEREFORE, it is stipulated between Wilkins, Drolshagen & Czeshinski, LLP for
5 Plaintiff and Rudloff Wood & Barrows LLP for Travelers to stay the Action unless and until
6 Plaintiff seeks relief from the stay or until the Underlying Action is resolved through settlement,
7 dismissal or judgment.

8 DATED: September 15, 2009

RUDLOFF WOOD & BARROWS LLP

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10 By: /s./ Edward P. Murphy
11 G. Edward Rudloff, Jr.
Edward P. Murphy
Susanna K. Farber

12 Attorneys for Defendant TRAVELERS
13 PROPERTY CASUALTY INSURANCE
14 COMPANY

15 DATED: September 15, 2009

**WILKINS, DROLSHAGEN & CZESHINSKI
LLP**

16 By: /s./ James H. Wilkins
17 James H. Wilkins

18 Attorneys for Plaintiff JACK QUIGLEY

20 **ORDER**

21 Pursuant to the stipulation between the parties, and based on the Court's inherent power to
22 control its own calendar, and good cause appearing thereof,

23 IT IS HEREBY ORDERED that Plaintiff's Action for breach of contract and breach of the
24 implied covenant of good faith and fair dealing against Travelers is hereby STAYED.

25 IT IS FURTHER ORDERED that the stay will remain in effect unless and until Plaintiff
26 seeks relief from the stay or until the action filed in the Superior Court of California, County of
27 Fresno in the matter entitled *Jane Doe v. Quigley*, Case Number 08 CE CG 01959 is resolved

1 through settlement, dismissal or judgment. The parties shall notify the Court immediately on
2 disposition of the underlying case and shall move or stipulate to lift the stay.

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4 **PURSUANT TO THE STIPULATION, IT IS SO ORDERED.**

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DATED: September 16, 2009

/s/ OLIVER W. WANGER
United States District Court Judge
Eastern District of California

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