

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TROUTMAN SANDERS LLP
Terrence R. McInnis, Bar No. 155416
terrence.mcinnis@troutmansanders.com
Kevin F. Kieffer, Bar No. 192193
kevin.kieffer@troutmansanders.com
Peter R. Lucier, Bar No. 246397
peter.lucier@troutmansanders.com
5 Park Plaza, Suite 1400
Irvine, CA 92614-2545
Telephone: 949.622.2700
Facsimile: 949.622.2739

*Attorneys for Plaintiffs Allied World National
Assurance Company and Allied World Assurance
Company (U.S.) Inc.*

Please see continuation page for additional filing
parties and counsel

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ALLIED WORLD NATIONAL
ASSURANCE COMPANY, a New
Hampshire corporation, and ALLIED
WORLD ASSURANCE COMPANY (U.S.)
INC., a Delaware corporation,

Plaintiffs,

v.

SK PM CORP., a California corporation aka
“S.K. Foods PM Corp.,” SK FOODS, L.P., a
California limited partnership, FREDERICK
SCOTT SALYER, an individual,
BLACKSTONE RANCH, a California
corporation aka “Blackstone Ranch Calif ‘S’
Corp.,” SCOTT SALYER REVOCABLE
TRUST, a trust, THE CAROLINE GAZELLE
SALYER IRREVOCABLE TRUST, a trust,

(caption continued on next page)

Case No. 1:10-CV-01262-LJO-JLT

**STIPULATION OF VOLUNTARY
DISMISSAL OF DEFENDANTS SK
FOODS, L.P., RHM INDUSTRIAL/
SPECIALTY FOODS, INC., SK PM
CORP., BLACKSTONE RANCH, SS
FARMS, LLC, SSC FARMING LLC,
SSC FARMS I, LLC, SSC FARMS II,
LLC, SSC FARMS III, LLC, SK FOODS,
LLC, AND SK FARM SERVICES, LLC,
WITH PREJUDICE; ORDER**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THE STEFANIE ANN SALYER
IRREVOCABLE TRUST, a trust, SS FARMS,
LLC, a California limited liability company,
SK FOODS, LP 401K PLAN, an ERISA plan
aka "SK Foods L.P. Blackstone Ranch & SK
Foods L.P. 401K Plan," SARS, LLC, a
California limited liability company, CSSS LP,
a California limited partnership d/b/a Central
Valley Shippers, SK FOODS LLC, a Nevada
limited liability company, S.K. FOODS PM
CORP., an entity or a d/b/a of unknown legal
capacity, SKF AVIATION, LLC, a California
limited liability company, SSC FARMING,
LLC, a California limited liability company,
RHM INDUSTRIAL/SPECIALTY FOODS,
INC., a California corporation d/b/a Colusa
County Canning Company and d/b/a SK Foods
– Colusa Canning, CARMEL WINE
MERCHANTS LLC, a California limited
liability company, CIRCLE PACIFIC LTD., a
New Zealand company, SUNRISE COAST
JAPAN, an entity or a d/b/a of unknown legal
capacity, SSC FARMS I, LLC, a California
limited liability company, SSC FARMS II,
LLC, a California limited liability company,
SK FARM SERVICES, LLC, a California
limited liability company, SK FROZEN
FOODS, LLC, a California limited liability
company, SALYER AMERICAN
INSURANCE SERVICES, a California limited
liability company, SSC FARMS III, LLC, a
California limited liability company, SALYER
AMERICAN COOLING, a general
partnership, , and SALYER AMERICAN
FRESH FOODS, a California corporation,

Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Continuation Page

<p>Gregory C. Nuti (CSBN 151754) gnuti@schnader.com Kevin W. Coleman (CSBN 168538) kcoleman@schnader.com Kathryn N. Richter (CSBN 100129) krichter@schnader.com SCHNADER HARRISON SEGAL & LEWIS LLP One Montgomery Street, Suite 2200 San Francisco, California 94104-5501 Telephone: 415.364.6742 Facsimile: 415.364.6785</p>	<p><i>Attorneys for Bradley D. Sharp, Chapter 11 Trustee for SK Foods, L.P. and RHM Industrial/Specialty Foods, Inc., SK PM Corp., aka "S.K. Foods PM Corp.", Blackstone Ranch, aka "Blackstone Ranch Calif 'S' Corp.", SS Farms, LLC, SSC Farming LLC, SSC Farms I, LLC, SSC Farms II, LLC, SSC Farms III, LLC, SK Foods, LLC, and SK Farm Services, LLC.</i></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

TROUTMAN SANDERS LLP
5 PARK PLAZA
SUITE 1400
IRVINE, CA 92614-2545

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STIPULATION OF DISMISSAL

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiffs Allied World National Assurance Company and Allied World Assurance Company (U.S.) Inc. (collectively “Plaintiffs”) and Bradley D. Sharp (the “Chapter 11 Trustee”), the duly appointed Chapter 11 Trustee for SK Foods, L.P. (“SK Foods”) and RHM Industrial/Specialty Foods, Inc. (“RHM”) (collectively the “Debtors”), and the duly appointed trustee for SK PM Corp., aka “S.K. Foods PM Corp.”, Blackstone Ranch, aka “Blackstone Ranch Calif ‘S’ Corp.”, SS Farms, LLC, SSC Farming LLC, SSC Farms I, LLC, SSC Farms II, LLC, SSC Farms III, LLC, SK Foods, LLC, and SK Farm Services, LLC (the “Sub-Con Parties”), hereby stipulate and agree that this action is dismissed as between the Plaintiffs, the Debtors, and the Sub-Con Parties only, with prejudice, each side to bear its own fees and costs.

Dated: June 9, 2014

TROUTMAN SANDERS LLP

By: /s/ Peter R. Lucier

Terrence R. McInnis
Kevin F. Kieffer
Peter R. Lucier

Attorneys for Plaintiffs Allied World National Assurance Company and Allied World Assurance Company (U.S.) Inc.

Dated: June 9, 2014

SCHNADER HARRISON SEGAL & LEWIS LLP

By: /s/ Kathryn N. Richter (as authorized 6/3/2014)

Gregory C. Nuti
Kevin W. Coleman
Kathryn N. Richter

Counsel for Bradley D. Sharp, Chapter 11 Trustee

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

In accordance with the stipulation set forth above and Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), this action is DISMISSED as between the Plaintiffs, the Debtors, and the Sub-Con Parties only, with prejudice, each side to bear its own fees and costs. The Clerk of Court is directed not to close this case.

IT IS SO ORDERED.

Dated: June 12, 2014

/s/ Lawrence J. O'Neill
UNITED STATES DISTRICT JUDGE