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9 Attorneys for Plaintiff,  
10 ST. PAUL FIRE & MARINE INSURANCE COMPANY

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION**

15 ST. PAUL FIRE & MARINE  
INSURANCE COMPANY,

16

Plaintiff,

VS.

18 VADNAIS CORPORATION; CAWELO  
19 WATER DISTRICT; STEADFAST  
20 INSURANCE COMPANY;  
21 CLARENDON AMERICA  
INSURANCE COMPANY;  
LEXINGTON INSURANCE  
COMPANY; and DOES 1 through 50  
22 inclusive.

## Defendants

Case No. 1:10-cv-01669-LJO-GSA

[Hon. Lawrence J. O'Neill]

**JOINT STIPULATION  
AND ORDER FOR  
DISMISSAL OF THE  
ACTION IN ITS  
ENTIRETY**

1 Plaintiff St. Paul Fire & Marine Insurance Company (“St. Paul”) and  
2 Defendant Steadfast Insurance Company (“Steadfast”) hereby stipulate and jointly  
3 request that the Court dismiss Steadfast, from this case, pursuant Fed. Rules Civ.  
4 Proc. 41(a)(1)(A) (ii), and further, that the Court dismiss the Action in its entirety. In  
5 support of this request, these parties state:

6 1. The remaining parties to this action are liability insurance companies.  
7 St. Paul commenced this action against certain defendants seeking equitable  
8 contribution toward the expenditures St. Paul incurred for the defense and indemnity  
9 of a prior, now-dismissed lawsuit against a mutual insured.

10 2. Defendants Vadnais Corporation, Cawelo Water District, Steadfast,  
11 Clarendon America Insurance Company, and Lexington Insurance Company were  
12 named and served with the complaint in this action. Vadnais, Cawelo, Clarendon and  
13 Steadfast filed answers to the complaint. Lexington did not answer the complaint, did  
14 not appear in the Action, and was dismissed from the action on June 13, 2011. All  
15 other defendants, except for Steadfast, have been dismissed from the Action. No  
16 counterclaims, cross-claim or third-party claims were filed by any of the answering  
17 defendants.

18 3. St. Paul and Steadfast reached a settlement in principle, and on or about  
19 February 23, 2015, and have now fully executed a formal settlement agreement to  
20 resolve the claims between them in this Action (the “Settlement Agreement”). The  
21 Settlement Agreement between St. Paul and Steadfast provides, in part, that upon the  
22 happening of certain conditions, St. Paul will dismiss Steadfast from this action with  
23 prejudice. The conditions precedent to dismissal of Steadfast have been satisfied.

24 5. Pursuant to the Settlement Agreement, St. Paul and Steadfast agree to  
25 bear their own costs and fees related to this Action.

26 ///

27 ///

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1           6. Plaintiff further requests that the entire action be dismissed.  
2           A proposed form of Order is submitted herewith.  
3

4           **SO STIPULATED:**

5           Dated: May 4, 2015

THE AGUILERA LAW GROUP, APLC

7           */s: A. Eric Aguilera*

8           A. Eric Aguilera, Esq.  
9           Richard A. Semon, Esq.  
10           Attorneys for ST. PAUL FIRE & MARINE  
11           INSURANCE COMPANY

12           Dated: May 4, 2015

**SINNOT, PUEBLA, CAMPAGNE & CURET, APLC**

14           */s: Randy M. Marmor*

15           Randy M. Marmor, Esq.  
16           Counsel for STEADFAST INSURANCE  
17           COMPANY

18           **ORDER**

19           The parties' joint stipulation for dismissal of the action with prejudice  
20           regarding defendant Steadfast Insurance Company is granted. The action is further  
21           dismissed in its entirety. The parties shall bear their own costs of litigation.  
22

23           **IT IS SO ORDERED**

24           **Dated: May 5, 2015**

25           */s/ Lawrence J. O'Neill*  
26           United States District Judge