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

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

ST. PAUL FIRE & MARINE
INSURANCE COMPANY,

Plaintiff,

vs.

VADNAIS CORPORATION; CAWELO
WATER DISTRICT; STEADFAST
INSURANCE COMPANY;
CLARENDON AMERICA
INSURANCE COMPANY;
LEXINGTON INSURANCE
COMPANY; and DOES 1 through 50
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.

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

SO STIPULATED:

Dated: May 4, 2015

THE AGUILERA LAW GROUP, APLC

/s/: A. Eric Aguilera

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

Dated: May 4, 2015

SINNOT, PUEBLA, CAMPAGNE & CURET, APLC

/s/: Randy M. Marmor

Randy M. Marmor, Esq.
Counsel for STEADFAST INSURANCE
COMPANY

ORDER

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

IT IS SO ORDERED

Dated: May 5, 2015

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