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13 UNITED STATES DISTRICT COURT

14 EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

15 PRIMERICA LIFE INSURANCE  
16 COMPANY,

17 Plaintiff,

18 v.

19 JILL DAVILA, an individual, MAYCELLE  
20 DAVILA, an individual,

21 Defendants.

22 JILL DAVILA, an individual,

23 Counter-Complainant,

24 v.

25 PRIMERICA LIFE INSURANCE  
26 COMPANY AND MAYCELLE DAVILA,

27 Counter-Defendants.

CASE No. 1:10 CV-01924 SMS

**JOINT STIPULATION AND ORDER FOR  
DISTRIBUTION OF INTERPLEADED  
FUNDS AND DISMISSAL OF ACTION**

Judge: Hon. Sandra M. Snyder

Trial Date: March 20, 2012

1 IT IS HEREBY STIPULATED AND AGREED by and between Defendant and  
2 Counter-Complainant Jill Davila ("Jill") and Defendant and Counter-Defendant Maycelle Davila,  
3 ("Maycelle") by and through their respective counsel, as follows:

4 1. Plaintiff Primerica Life Insurance Company has been dismissed from this  
5 interpleader action.

6 2. Jill and Maycelle have reached a settlement of this entire action on the  
7 terms and conditions contained in that certain Mutual Release and Settlement Agreement, dated  
8 October 18, 2011, a copy of which is attached hereto as Exhibit "A."

9 3. \$100,000 of the interpleaded funds shall be distributed to Maycelle by  
10 check made payable to Maycelle Davila and delivered to her counsel at the address above.

11 4. \$100,000 of the interpleaded funds shall be distributed to Jill Davila by  
12 check made payable to "Jill Davila or Gilmore, Wood, Vinnard & Magness Client Trust Account"  
13 and delivered to her counsel at the address above.

14 5. The balance of the interpleaded funds shall be distributed to Jill as trustee  
15 for the benefit of the children of Jill and Larry Davila, Jr., deceased, Jordan Davila and Jenna  
16 Davila. The trust will be called "The Larry Davila, Jr. Legacy Trust" (the "Trust").

17 6. The funds shall be distributed by check made payable to the "Gary L.  
18 Winter, Inc. Client Trust Account FBO The Larry Davila, Jr. Legacy Trust" and delivered to  
19 counsel for the trust, Gary Winter, at 2525 Alluvial Avenue, Suite 121, Clovis, CA 93611.

20 7. The parties stipulate that the Trust to be created is not a "trust funded by  
21 court order" and therefore not subject to California Rules of Court Section 7.903 or Probate Code  
22 Section 3600 et seq.

23 8. Pursuant to the Settlement Agreement, Jill shall have the trust agreement  
24 drafted at her sole expense and it shall be subject to the approval of Maycelle. As trustee of the  
25 Trust, Jill shall be compensated in the amount of two percent (2%) of the gross trust estate per  
26 year as trustee's fee for administration, and Jill shall account annually regarding the trust assets,  
27 income and expenses. The trust agreement shall be drafted to confer standing (whether by consent  
28 or by making her a nominal beneficiary, or otherwise) on Maycelle to receive notice of all matters

