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13	UNITED STATES DISTRICT COURT	
14	EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION	
15	PRIMERICA LIFE INSURANCE	CASE No. 1:10 CV-01924 SMS
16	COMPANY,	JOINT STIPULATION AND ORDER FOR
17	Plaintiff,	DISTRIBUTION OF INTERPLEADED FUNDS AND DISMISSAL OF ACTION
18	V.	Judge: Hon. Sandra M. Snyder
19	JILL DAVILA, an individual, MAYCELLE DAVILA, an individual,	Trial Date: March 20, 2012
20	Defendants.	
21		
22	JILL DAVILA, an individual,	
23	Counter-Complainant,	
24	V.	
25	PRIMERICA LIFE INSURANCE COMPANY AND MAYCELLE DAVILA,	
26	Counter-Defendants.	
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IT IS HEREBY STIPULATED AND AGREED by and between Defendant and Counter-Complainant Jill Davila ("Jill") and Defendant and Counter-Defendant Maycelle Davila, ("Maycelle") by and through their respective counsel, as follows:

- 1. Plaintiff Primerica Life Insurance Company has been dismissed from this interpleader action.
- 2. Jill and Maycelle have reached a settlement of this entire action on the terms and conditions contained in that certain Mutual Release and Settlement Agreement, dated October 18, 2011, a copy of which is attached hereto as Exhibit "A."
- 3. \$100,000 of the interpleaded funds shall be distributed to Maycelle by check made payable to Maycelle Davila and delivered to her counsel at the address above.
- 4. \$100,000 of the interpleaded funds shall be distributed to Jill Davila by check made payable to "Jill Davila or Gilmore, Wood, Vinnard & Magness Client Trust Account" and delivered to her counsel at the address above.
- 5. The balance of the interpleaded funds shall be distributed to Jill as trustee for the benefit of the children of Jill and Larry Davila, Jr., deceased, Jordan Davila and Jenna Davila. The trust will be called "The Larry Davila, Jr. Legacy Trust" (the "Trust").
- 6. The funds shall be distributed by check made payable to the "Gary L. Winter, Inc. Client Trust Account FBO The Larry Davila, Jr. Legacy Trust" and delivered to counsel for the trust, Gary Winter, at 2525 Alluvial Avenue, Suite 121, Clovis, CA 93611.
- 7. The parties stipulate that the Trust to be created is not a "trust funded by court order" and therefore not subject to California Rules of Court Section 7.903 or Probate Code Section 3600 et seq.
- 8. Pursuant to the Settlement Agreement, Jill shall have the trust agreement drafted at her sole expense and it shall be subject to the approval of Maycelle. As trustee of the Trust, Jill shall be compensated in the amount of two percent (2%) of the gross trust estate per year as trustee's fee for administration, and Jill shall account annually regarding the trust assets, income and expenses. The trust agreement shall be drafted to confer standing (whether by consent or by making her a nominal beneficiary, or otherwise) on Maycelle to receive notice of all matters

1	concerning the trust and to object to the annual accountings, if necessary.	
2	9. The parties stipulate that the account must only contain the items specified	
3	in Probate Code Section 16063(a) and the account may, but is not required to, be in the form	
4	specified for Court accounts. Jill may petition the Court to obtain Court review of the account and	
5	the trustee's acts. However, there will be no requirement that she do so.	
6	10. Once the interpleaded funds have been distributed, as set forth above, the	
7	case shall be dismissed with prejudice.	
8	DATED: October 26, 2011	
9	BAKER MANOCK & JENSEN, PC	
10		
11	By: /s/ John G. Michael John G. Michael	
12	Elisabeth F. Tietjen	
13	Attorneys for Defendant and Counter- Defendant Maycelle Davila DATED: October 26, 2011	
14		
15	GILMORE, WOOD, VINNARD & MAGNESS	
16		
17	By: /s/ Jody L. Winter David M. Gilmore	
18	Jody L. Winter Attorneys for Defendant and Counter-Claimant	
19	Jill Davila	
20	ORDER	
21	Having read the stipulation of the remaining parties in this case, and good cause	
22	appearing therefore:	
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25	IT IS SO ORDERED.	
26	Dated: November 10, 2011 /s/ Sandra M. Snyder	
27	UNITED STATES MAGISTRATE JUDGE	
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