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**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

AAA NORTHERN CALIFORNIA, NEVADA & UTAH INSURANCE EXCHANGE,	)	Case No: 1:13-cv-00562-AWI-MJS
	)	
	)	<b>ORDER GRANTING</b>
Plaintiff,	)	<b>INTERPLEADER AND</b>
vs.	)	<b>DISCHARGE</b>
	)	
AUDELINO MELGAR, ET. AL	)	
	)	
Defendants.	)	
AND RELATED CROSS-ACTIONS		

The Court, having considered the Stipulation for Interpleader and Discharge entered into between Cross-Defendant CENTRAL MORTGAGE COMPANY (“CMC”), Defendant and Cross-Complainant FEDERAL NATIONAL MORTGAGE ASSOCIATION (“Fannie Mae”), Defendants and Cross-Defendants AUDELINO MELGAR and BERTILA MELGAR (collectively referred to as the “Melgars”), and Plaintiff CSAA Insurance Exchange, formerly known as AAA Northern California, Nevada & Utah (“CSAA IE”) (hereinafter collectively referred to as the “Parties”), and for good cause appearing, orders as follows:

1           1.       CSAA IE shall deposit a check in the amount of Five Hundred, Forty-  
2 Seven Thousand, Five Hundred Dollars and No Cents (\$547,500.00) with the Clerk  
3 of the Court (“Interpled Funds”), within five (5) court days of this Order;

4           2.       Upon the deposit of the Interpled Funds, CSAA IE has satisfied any  
5 obligation owed in connection with insurance claims arising out of those certain fire  
6 losses occurring on November 21, 2009 (collectively “Claim”), which claims have  
7 been asserted or are capable of being asserted under that certain policy of insurance  
8 issued by CSAA IE, policy number HO-HU3253-7 (“Policy”), insuring property and  
9 property interests associated with that certain real and personal property located at  
10 23111 Avenue 18, Madera, California, and subject to the requirements of the law and  
11 the Policy.

12           3.       Upon deposit of the Interpled Funds, CSAA IE is discharged from all  
13 liability to CMC, Fannie Mae and the Melgars, or any of them, arising out of or  
14 related to the Claim and Policy.

15           4.       Upon deposit of the Interpled Funds, CSAA IE shall be dismissed from  
16 this action, with prejudice, and no costs, fees, expenses, or damages may be obtained  
17 by or against CSAA IE and its adjusters, employees, attorneys, and/or assigns for  
18 any litigation or other activity occurring in connection with this action, Claim, Policy  
19 or Interpled Funds.

20           5.       Upon deposit of the Interpled Funds, CMC, Fannie Mae and the  
21 Melgars are restrained and enjoined from taking any action or commencing any  
22 proceeding against CSAA IE and its adjusters, employees, attorneys, and/or assigns,  
23 in relation to the Claim and Policy, including but not limited to CSAA IE’s  
24 investigation, adjustment, settlement and disbursement of funds.

25           6.       Upon deposit of the Interpled Funds, CSAA IE and its adjusters,  
26 employees, attorneys, and/or assigns are enjoined from taking any affirmative action  
27 or commencing any affirmative proceeding against any of the Parties, their adjusters,  
28 employees, agents, attorneys, or successors and/or insurance companies in privity

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with them, in relation to the Claim, Policy and Interpled Funds, including but not limited to, any claim for CSAA IE's attorney fees and costs.

7. Neither Fannie Mae, CMC, nor the Melgars are waiving their rights to assert claims to the entire amount of Interpled Funds.

IT IS SO ORDERED.

Dated: February 24, 2014

/s/ Michael J. Seng  
UNITED STATES MAGISTRATE JUDGE