

1 McCormick, Barstow, Sheppard,  
 2 Wayte & Carruth LLP  
 3 Gordon M. Park, #72190  
 4 Todd W. Baxter, #152212  
 5 Dana B. Denno, #227971  
 6 7647 North Fresno Street  
 7 Fresno, California 93720  
 8 Telephone: (559) 433-1300  
 9 Facsimile: (559) 433-2300

6 Attorneys for STATE FARM GENERAL  
 7 INSURANCE COMPANY

8 UNITED STATES DISTRICT COURT  
 9 EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

11 HALONDA NAFF and JARVIS NAFF,  
 12 Plaintiffs,  
 13 v.  
 14 STATE FARM GENERAL INSURANCE  
 15 COMPANY and DOES 1 through 25,  
 16 inclusive,  
 17 Defendants.

Case No. 1:15-cv-00515-JLT

**STIPULATION AND JOINT MOTION TO  
 VACATE JUDGMENT AND ORDER  
 DISMISSAL WITH PREJUDICE; ORDER  
 THEREON**  
 [FRCP 60, 41(a)(1)]

17 AND RELATED COUNTER-CLAIMS

20 IT IS HEREBY STIPULATED by and between Plaintiffs/Counterdefendants HALONDA  
 21 NAFF and JARVIS NAFF, by and through their counsel Michael Marderosian of MARDEROSIAN  
 22 & COHEN, and Defendant/Counterclaimant STATE FARM GENERAL INSURANCE COMPANY,  
 23 by and through their counsel, Gordon M. Park of MCCORMICK BARSTOW, SHEPPARD WAYTE  
 24 & CARRUTH, LLP, as follows:

- 25 1. A settlement has been reached between all parties;
- 26 2. Pursuant to the terms of the settlement, the parties agree and jointly move pursuant to  
 27 Federal Rule of Civil Procedure 60(b)(5) and (6) that the Judgment entered by this Court on  
 28 September 2, 2016, well as the jury’s verdict, be vacated [Thomas v. City of Tacoma, 410 F.3d 644,

1 647 n. 2 (9th Cir.2005) (In conjunction with vacating the judgment, a district court may also vacate  
2 the verdict under which the judgment was entered after the parties reached a settlement agreement);  
3 Adobe Systems, Inc. v. St. Paul Fire & Marine Insurance Company, 2008 WL 1743879 (N.D. Cal.  
4 2008)(entry of order on stipulation to vacate summary judgment after settlement); Hebrew Univ. of  
5 Jerusalem v. Gen. Motors LLC, 2015 WL 9653154, at \*2 (C.D. Cal. 2015)(“the policy of promoting  
6 settlement does weigh in favor of vacating the Judgment”)];

7 3. Pursuant to the terms of the settlement, the parties agree that the Complaint and  
8 Counterclaim filed herein shall both be dismissed, with prejudice;

9 4. The parties waive all rights of appeal; and

10 5. The parties shall bear their own costs and attorney’s fees.

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12 Dated: October 12, 2016

MARDEROSIAN & COHEN

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15 By:           /s/ Michael G. Marderosian            
16 Michael G. Marderosian  
17 Heather S. Cohen,  
18 Attorneys for Plaintiffs  
HALONDA NAFF and JARVIS NAFF

19 Dated: October 14, 2016

McCORMICK, BARSTOW, SHEPPARD,  
WAYTE & CARRUTH LLP

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22 By:           /s/ Todd W. Baxter            
23 Gordon M. Park  
24 Todd W. Baxter  
25 Dana B. Denno  
Attorneys for STATE FARM GENERAL  
INSURANCE COMPANY

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**ORDER**

Based on the stipulation of the parties pursuant to Federal Rule of Civil Procedure 60(b)(5) and (6), the Court **ORDERS**:

1. The stipulation of the parties pursuant to Federal Rule of Civil Procedure 60(b)(5) and (6) is **GRANTED**;
2. The Judgment on Verdict entered by this Court on September 2, 2016 and the Jury's Verdict is **VACATED**;
3. The matter in its entirety is **DISMISSED WITH PREJUDICE**;
4. The parties have waived all rights of appeal;
5. The parties shall bear their own costs and attorney's fees.

IT IS SO ORDERED.

Dated: October 17, 2016

/s/ Jennifer L. Thurston  
UNITED STATES MAGISTRATE JUDGE