

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY,

Plaintiff,

v.

DANIELLE ZAPATA, an individual and as  
the Co-Administrator of the Estate of Domingo  
Zapata, Sr.; MICHAEL ZAPATA, an  
individual; DOMINGO ZAPATA, JR., an  
individual and as the Co-Administrator of the  
Estate of Domingo Zapata, Sr.; SYLVIA  
LEYVA, an individual; and DOES 1 to 10,  
inclusive,

Defendants.

Case No. 1:19-cv-00349-EPG

**ORDER RE STIPULATION FOR  
DISCHARGE AND DISMISSAL OF  
HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY**

Plaintiff Hartford Life and Accident Insurance Company (“Hartford”), Defendant Danielle Zapata, an individual and as the Co-Administrator of the Estate of Domingo Zapata, Sr., Defendant Michael Zapata, an individual, Defendant Domingo Zapata, Jr., an individual and as the Co-Administrator of the Estate of Domingo Zapata, Sr., and Defendant Sylvia Leyva, an individual (collectively “Defendants”), having stipulated and good cause appearing thereof, IT IS HEREBY ORDERED that:

- 1. Hartford is hereby and shall be discharged from any liability to Defendants to the

1 full extent permitted by law with respect to group policy of insurance, no. GL-675033 (the  
2 “Policy”) issued by Hartford to Agrium US, Inc., and/or coverage for life insurance benefits  
3 under the Policy or Agrium US, Inc.’s employee welfare benefit plan (“the Plan”).

4 2. Defendants shall be restrained from taking, or proceeding with or commencing any  
5 action against Hartford or its present, former, and future officers, directors, shareholders,  
6 employers, employees, parents, subsidiaries, affiliates, reinsurers, insurers, administrators, agents,  
7 predecessors, successors, attorneys and assigns, for or on account of any transaction, matter,  
8 happening or thing in any way arising out of or relating to the rights and obligations of the parties  
9 with respect to the Policy and/or the Plan, and/or with respect to benefits due under the Policy  
10 and/or the Plan.

11 3. Hartford shall be awarded the sum of \$7,000 as reasonable attorney’s fees and  
12 costs incurred in connection with this interpleader action, to be paid out of the proceeds deposited  
13 with the Clerk of this Court. The parties agree that the Clerk shall issue payment to Hartford in  
14 the sum of \$7,000 from such proceeds, in care of its attorney, Keiko J. Kojima of Burke,  
15 Williams & Sorensen, LLP. The check shall be made payable to “Hartford Life and Accident  
16 Insurance Company” and mailed to:

17 Keiko J. Kojima  
18 Burke, Williams & Sorensen, LLP  
19 444 S. Flower Street, Suite 2400  
20 Los Angeles, CA 90071-2953

21 4. Hartford shall be dismissed from this action with prejudice.

22 IT IS SO ORDERED.

23 Dated: October 7, 2019

24 /s/ Eric P. Gray  
25 UNITED STATES MAGISTRATE JUDGE