

1 Mitchell S. Ostwald, Esq. (#127937)  
 Anne Marie Flaherty, Esq. (#99665)  
 2 **LAW OFFICES OF MITCHELL S. OSTWALD**  
 3001 I Street, Suite 300  
 3 Sacramento, California 95816  
 Telephone: (916) 388-5100  
 4 Fax: (916) 388-5134

5 Attorney for Defendants, Larry Painter  
 and Ryan Painter  
 6

7 **UNITED STATES DISTRICT COURT**  
 8 **EASTERN DISTRICT OF CALIFORNIA (SACRAMENTO)**

9	UNUM LIFE INSURANCE COMPANY OF	)	CASE NO.: 2:09-CV-00732-FCD-EFB
10	AMERICA, a Main Corporation,	)	
11	Plaintiff,	)	<b>STIPULATED SETTLEMENT;</b>
12	v.	)	<b>ORDER PURSUANT TO STIPULATION FOR</b>
13	LARRY PAINTER, an individual;	)	<b>DISTRIBUTION OF INTERPLED FUNDS</b>
14	LEONARD ERMATINGER, an individual;	)	<b>AND DISMISSAL OF ACTION</b>
15	and RYAN PAINTER, an individual,	)	
16	Defendants.	)	
17		)	

18 Defendants LARRY PAINTER and RYAN PAINTER ("Painters") and  
 19 Defendant LEONARD ERMATINGER ("Ermatinger") through their respective  
 20 attorneys, agree and stipulate as follows:

21 1. On March 17, 2009 Plaintiff UNUM Life Insurance Company of  
 22 America ("UNUM") filed a complaint in interpleader naming the Painters  
 23 and Ermatinger as Defendants. As part of UNUM's Complaint, funds in  
 24 the amount of \$88,935.45 were deposited with the Court. On December  
 25 21, 2009 the parties entered into a Stipulation and Order for Partial

1 Dismissal of Action with Prejudice thereby dismissing UNUM from this  
2 action. The complaint arises out of a life insurance policy on  
3 Jacqueline Painter, through her employer Conway, Inc. All parties  
4 made a claim for the life insurance. The parties wish to finally  
5 settle and resolve all of these issues on the terms set forth in the  
6 Settlement Agreement and Release attached as Exhibit "A", the terms of  
7 which are incorporated in full into this Stipulation.

8 2. Pursuant to the Settlement Agreement and Release, the  
9 parties stipulate that the entire amount of funds interpled and on  
10 deposit with the clerk in this matter be disbursed as follows:

11 1. The interpleader funds on deposit with the Court in  
12 the amount of \$88,935.45 plus any interest shall be disbursed in full  
13 to Defendant Larry Painter c/o his of attorney The Law Offices of  
14 Mitchell S. Ostwald. Said check shall be made payable to the Mitchell  
15 S. Ostwald Trust Account FBO Painter.

16 2. Larry Painter shall make payment to Ermatinger in the  
17 amount of Twelve Thousand Five Hundred Dollars (\$12,500.00), payable  
18 within 10 days of receipt of the funds that are currently interplead  
19 with the court in this matter.

20 DATED: May \_\_, 2010

**THE LAW OFFICES OF  
MITCHELL S. OSTWALD**

21  
22 By: \_\_\_/s/\_\_\_\_\_  
23 MITCHELL S. OSTWALD  
24 Attorney for Defendants  
Painter  
25

///  
25

1 DATED: May \_\_, 2010

C. KRISTINE WHITE  
A PROFESSIONAL CORPORATION

2  
3 By: \_\_\_/s/\_\_\_\_\_  
4 C. KRISTINE WHITE  
5 Attorney for Defendant  
6 Leonard Ermatinger

7 **ORDER**

8 GOOD CAUSE APPEARING, IT IS ORDERED THAT the entire amount of  
9 funds interpled and remaining on deposit with the clerk of the court  
10 in this matter be disbursed immediately as follows:

11 1. The interpleader funds on deposit with the Court in the  
12 amount of \$88,935.45 plus any interest shall be disbursed in full to  
13 Defendant Larry Painter c/o his of attorney The Law Offices of  
14 Mitchell S. Ostwald. Said check shall be made payable to the Mitchell  
15 S. Ostwald Trust Account FBO Painter.

16 2. Larry Painter shall make payment to Ermatinger in the  
17 amount of Twelve Thousand Five Hundred Dollars (\$12,500.00), payable  
18 within 10 days of receipt of the funds that are currently interplead  
19 with the court in this matter.

20 3. That this matter be dismissed with prejudice and that all  
21 matters pending before this court concerning this case are dropped  
22 from the court's calendar.

23 IT IS SO ORDERED.

24 DATED: May 13, 2010



25 FRANK C. DAMRELL, JR.  
UNITED STATES DISTRICT JUDGE