

1 This Stipulated Judgment is entered into by and between plaintiff HOUSTON CASUALTY
2 COMPANY, a Texas corporation (hereinafter “HCC”) on the one hand and defendant LEVI
3 PHILLIPS (“Phillips”) on the other pursuant to the terms of the Settlement Agreement dated February
4 16, 2015.

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6 **1. The Carson Policy**

7 On or about April 1, 2008, Houston Casualty issued to Carson Helicopters, Inc. and Carson
8 Helicopter Services, Inc. (the “Carson Companies”) as a Named Insured an aviation insurance policy,
9 policy number 013755-016, originally effective April 1, 2008 to April 1, 2009 (hereinafter the “Carson
10 Policy”). Phillips was an employee of the Carson Companies and an insured under the Carson Policy.

11 **2. The Accident**

12 On August 5, 2008, Sikorsky S-61N helicopter with federal registration number N612AZ (“the
13 Accident Aircraft”) crashed while being flown from a helispot designated as H-44 in Trinity County,
14 California (“the Accident”). The Accident Aircraft was scheduled under the Carson Policy. Seven
15 firefighters, the Carson pilot and a United States Forest Service employee were killed in the Accident.
16 The Carson co-pilot and three firefighters were seriously injured.

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18 **3. The Vassel Action**

19 Plaintiff Matthew John Vassel (“Vassel”), an employee with the United States Fire Service
20 brought suit against the Carson Companies, Steve Metheny and Phillips in the United States District
21 Court for the Eastern District of California on December 5, 2013, alleging a single claim for fraud and
22 deceit against all defendants (“the Vassel Lawsuit”). Phillips tendered his defense of the Vassel
23 Lawsuit to HCC.
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25 **4. Declaratory Judgment Action**

26 HCC filed a complaint for declaratory judgment naming Vassel, Metheny and Phillips,
27 requesting that the court make a determination on the coverage dispute that the Carson Policy does not
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1 apply to the claims alleged against Metheny and Phillips in the Lawsuit, and therefore Houston
2 Casualty has no duty to defend or indemnify the defendants in the Vassel Lawsuit.

3 **5. Settlement Agreement**

4 On February 16, 2015, Houston Casualty entered into a Settlement Agreement (“Agreement”)
5 with Phillips under which Phillips fully released HCC from all claims arising out of the Accident and
6 the Carson Policy.
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8 **6. Disclaimer of Coverage.**

9 Phillips acknowledges and agrees that no coverage exists under the Carson Policy for claims
10 alleged against Phillips in the Vassel Lawsuit, and that Phillips is not entitled to a defense or indemnity
11 from Houston Casualty against any claims alleged against him in the Vassel Lawsuit.
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13 **7. Entry of Judgment.**

14 A Stipulated Judgment shall be entered in favor of HCC and against Phillips in the above
15 referenced action with each party to bear its own fees and costs.
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1 **IT IS SO STIPULATED.**

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3 DATED: February 16, 2015

THE CLARK LAW GROUP

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5 By: s/Roger W. Clark
6 ROGER W. CLARK
7 Attorneys for Plaintiff
8 **HOUSTON CASUALTY COMPANY**

9
10 DATED: February 16, 2015

THE RYAN LAW GROUP

11 By: s/Timothy J. Ryan
12 TIMOTHY J. RYAN
13 Attorneys for Defendant
14 **LEVI PHILLIPS**

JUDGMENT AND ORDER

Based upon the stipulation of the parties and good cause being shown, judgment is entered in favor of Plaintiff Houston Casualty Company and against Defendant Levi Phillips. Each party is to bear its own costs and fees.

IT IS SO ORDERED.

DATED: February 24, 2015



UNITED STATES DISTRICT JUDGE