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7 Attorneys for HOBLIT MOTORS, INC. dba  
COLUSA COUNTY AUTO MART (erroneously  
8 sued and served as HOBLIT MOTORS, INC.  
DBA COLUSA AUTO MART, INC.); HOBLIT  
9 ENTERPRISES, INC. (erroneously sued and  
served as a dba of HOBLIT MOTORS, INC.);  
HOBLIT INVESTMENT PARTNERS  
10 (erroneously sued and served as a dba of  
HOBLIT MOTORS, INC.); and HOBLIT  
11 CHRYSLER JEEP DODGE (erroneously sued  
and served as HOBLIT DODGE CHRYSLER  
12 JEEP)

13 UNITED STATES DISTRICT COURT  
14 EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION  
15

16 ARGONAUT-MIDWEST INS. CO., a Texas  
corporation,

17 Plaintiff,

18 v.

19 HOBLIT MOTORS, INC. DBA HOBLIT  
20 ENTERPRISES, INC. DBA COLUSA AUTO  
MART, INC. DBA HOBLIT INVESTMENT  
21 PARTNERS; HOBLIT DODGE CHRYSLER  
JEEP; AMBER KESTERSON, individually  
22 and as guardian ad litem for AK, GK and JK;  
TONY KESTERSON; STEVEN  
23 KESTERSON; and DOES 1-10, inclusive,

24 Defendants.  
25

Case No. 2:14-cv-01012-WBS-CKD

**JOINT STIPULATION AND [PROPOSED]  
ORDER TO STAY CASE UNTIL JUNE 1,  
2015**

26 **STIPULATION**

27 A. On November 26, 2012, AMBER KESTERSON, individually and as guardian ad litem  
28 for AK, GK and JK; TONY KESTERSON; and STEVEN KESTERSON filed a lawsuit against

1 numerous Defendants including HOBLIT MOTORS; HOBLIT ENTERPRISES, INC.; and HOBLIT  
2 INVESTMENT PARTNERS; in the Colusa County Superior Court, Case Number CV 23933 (the  
3 “Underlying Action”).

4 B. On April 24, 2014, Plaintiff ARGONAUT-MIDWEST INS. CO. (“ARGONAUT”)  
5 filed a Complaint for Declaratory Relief in this Court seeking declarations (1) that none of the  
6 Defendants is, or at any time was, entitled to a defense under an ARGONAUT policy of insurance; (2)  
7 that none of the Defendants is, or at any time was, entitled to indemnity under an ARGONAUT policy  
8 of insurance; and (3) for reimbursement of all defense costs and fees incurred by ARGONAUT in  
9 connection with the Underlying Action.

10 C. The Underlying Action is currently being litigated in the Colusa County Superior Court  
11 with a trial scheduled to commence on April 14, 2015.

12 D. The Parties to the instant action believe that a stay of this coverage action is appropriate  
13 pending resolution of the Underlying Action based upon, among other things, what the Parties believe  
14 to be an overlap in factual issues in the Underlying Action and this coverage action.

15 THEREFORE, IT IS HEREBY STIPULATED by ARGONAUT-MIDWEST INS. CO.;  
16 HOBLIT MOTORS, INC. dba COLUSA COUNTY AUTO MART (erroneously sued and served as  
17 HOBLIT MOTORS, INC. DBA COLUSA AUTO MART, INC.); HOBLIT ENTERPRISES, INC.  
18 (erroneously sued and served as a dba of HOBLIT MOTORS, INC.); HOBLIT INVESTMENT  
19 PARTNERS (erroneously sued and served as a dba of HOBLIT MOTORS, INC.); and HOBLIT  
20 CHRYSLER JEEP DODGE (erroneously sued and served as HOBLIT DODGE CHRYSLER JEEP);  
21 AMBER KESTERSON, individually and as guardian ad litem for AK, GK and JK; TONY  
22 KESTERSON; and STEVEN KESTERSON, as follows:

23 1. All claims and proceedings in this coverage action, including initial disclosures, should  
24 be stayed until June 1, 2015, starting on February 2, 2015.

25 2. This Stipulation is made without prejudice to either party’s rights, including the right to  
26 move the Court for an additional stay of this action.

27 3. By entering into this Stipulation, none of the Parties waive any defenses, rights, or  
28 privileges.



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**ORDER**


Pursuant to the stipulation of the Parties:

1. This action and all proceedings and claims thereto, including initial disclosures, are hereby stayed until June 1, 2015, starting February 2, 2015.

2. All applicable time periods and deadlines from the date of the start of the stay to the time when the stay is lifted are hereby vacated.

**IT IS SO ORDERED.**

Dated: February 9, 2015

  
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WILLIAM B. SHUBB  
UNITED STATES DISTRICT JUDGE

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