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7 Attorneys for LEXINGTON INSURANCE COMPANY and
 AIG CLAIMS, INC. f/k/a CHARTIS CLAIMS, INC.
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9 **UNITED STATES DISTRICT COURT**
 10 **EASTERN DISTRICT OF CALIFORNIA**

11 LEXINGTON INSURANCE COMPANY, a
 Delaware Corporation,

12 Plaintiff,

13 vs.

14 ENERGETIC LATH & PLASTER, INC., a
 California Corporation; ENERGETIC
 15 PAINTING AND DRYWALL, INC., a
 California Corporation; ROBERT CIMINI, an
 16 individual; GAIL CIMINI, an individual; and
 17 DOES 1 through 20, inclusive,

18 Defendants.

19 ROBERT CIMINI, an individual; GAIL
 20 CIMINI, an individual, individually and as
 judicial assignees of ENERGETIC LATH &
 21 PLASTER, INC., a California Corporation;
 ENERGETIC PAINTING AND DRYWALL,
 22 INC., a California Corporation,

23 Counter and Third Party Plaintiffs

24 vs.

25 LEXINGTON INSURANCE COMPANY, a
 Delaware Corporation, AIG CLAIMS, Inc.
 26 f/k/a Chartis Claims, Inc., a Delaware
 Corporation, DOES I through XXX,
 27 ABC CORPORATIONS A-Z

28 Counter and Third Party Defendants.

CASE NO.: 2:15-CV-00861-KJM-EFB

**STIPULATION TO DIMISS AIG
 CLAIMS, INC.**

Date Action Filed: April 21, 2015

1 Third-Party Plaintiffs ROBERT CIMINI and GAIL CIMINI, individually and as judicial
2 assignees of ENERGETIC LATH & PLASTER, INC., a California Corporation and ENERGETIC
3 PAINTING AND DRYWALL, INC., a California Corporation (“THE CIMINIS”) and Third-Party
4 Defendant AIG CLAIMS, INC. f/k/a CHARTIS CLAIMS, INC., (“AIG CLAIMS”) hereby submit
5 the following Stipulation to Dismiss AIG CLAIMS in the above-captioned action.

- 6 1. At all times relevant to this action, AIG CLAIMS was acting as the duly authorized
7 claim handling agent of Lexington Insurance Company (“LEXINGTON”).
- 8 2. At all times relevant to this action, AIG CLAIMS was acting within the scope of its
9 authority as claim handling agent of LEXINGTON.
- 10 3. LEXINGTON adopts and ratifies as its own, where applicable, all actions taken by
11 AIG CLAIMS in the investigation and handling of the underlying claims against
12 Energetic Lath & Plaster, Inc. and Energetic Painting and Drywall, Inc. (collectively,
13 “ENERGETIC”).
- 14 4. All actions by AIG CLAIMS relative to the investigation and handling of the
15 underlying claims against ENERGETIC are deemed to be the actions of
16 LEXINGTON, where applicable.
- 17 5. Subject to and without waiving any other objections, LEXINGTON agrees to produce
18 the appropriate percipient witnesses from AIG CLAIMS without the need to
19 subpoena those witnesses if they are still employees of AIG CLAIMS, and if they are
20 not, LEXINGTON agrees to produce their last known addresses.
- 21 6. Subject to and without waiving any objections, LEXINGTON agrees to produce a
22 FRCP 30(b)(6) witness for AIG CLAIMS without the need to subpoena AIG
23 CLAIMS.
- 24 7. Subject to and without waiving any other objections, LEXINGTON agrees that to the
25 extent that any documents are requested from LEXINGTON pursuant to FRCP 34
26 that are documents that would be subject to any document production request directed
27 to AIG CLAIMS, LEXINGTON agrees to produce such documents.

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8. It is also stipulated that LEXINGTON does not waive any defenses to any of the claims currently asserted against it or AIG CLAIMS or any claims that may be alleged in the future, including but not limited to allegations of its liability for the alleged acts and omissions of counsel assigned to represent ENERGETIC or that said counsel was acting in any capacity other than as counsel for ENERGETIC. It is agreed that this stipulation does not constitute a waiver of any such claims by THE CIMINIS.

9. In light of the foregoing, AIG CLAIMS should be dismissed from this case with prejudice and without costs to either party.

DATED: March 23, 2016

HEROLD & SAGER

By: /s/ Joshua A. Zlotlow
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CHARTIS CLAIMS, INC.

DATED: March 23, 2016

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IT IS SO ORDERED.

DATED: March 29, 2016


UNITED STATES DISTRICT JUDGE