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6 Attorneys for Third-Party Defendant
 7 and Cross-Defendant
 PACIFIC INDEMNITY COMPANY

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 9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA
 11 (SAN FRANCISCO DIVISION)

12 NORTHERN CALIFORNIA RIVER
 WATCH, a non-profit corporation,

13 Plaintiff,

14 vs.

15 GOLDEN TECHNOLOGY COMPANY,
 16 ARNOLD CARSTON, LARRY
 CARRILLO, FRANCINE CLAYTON,
 17 DOES 1 - 30, Inclusive,

18 Defendants.

19 ARNOLD CARSTON, LARRY
 20 CARRILLO and FRANCINE CLAYTON

21 Cross-Complainants

22 vs.

23 PACIFIC INDEMNITY COMPANY,

24 Cross-Defendant

Case No. CV-09-02581 (WHA)

Case No. CV-09-05496 (WHA)

**STIPULATION RE VOLUNTARY
 DISMISSAL OF INSURANCE-RELATED
 CLAIM IN DEFENDANTS' AND CROSS-
 COMPLAINANTS' THIRD-PARTY
 COMPLAINT; ~~PROPOSED~~ ORDER**

1 WHEREAS, Defendants Arnold Carston, Larry Carrillo, Francine Clayton (“Defendants”)
2 recently filed a third-party complaint and third-party cross-complaint (the “Cross-Complaint”)
3 against Pacific Indemnity Company (“Pacific Indemnity”) in this matter on December 24, 2009;

4 WHEREAS, Pacific Indemnity Company’s response to the Cross Complaint is currently
5 due to be filed and served by February 5, 2010;

6 WHEREAS, parties have met and conferred regarding third-party plaintiffs’ claim against
7 Pacific Indemnity in the Cross-Complaint for breach of insurance contract;

8 Pursuant to Federal Rule of Civil Procedure 41(a) and (c), **IT IS HEREBY**
9 **STIPULATED** by and between Defendants and Pacific Indemnity as follows:

10 1. Third -party plaintiffs voluntarily dismiss, without prejudice, any claim whatsoever
11 based on any alleged insurance agreement between Pacific Indemnity and third-party plaintiffs, as
12 reflected in the Cross-Complaint at page 2, line 25 (“...both as an insurer and...”); and

13 2. As a result, the Cross-Complaint against Pacific Indemnity in this action will be
14 based solely on principles of implied contractual indemnity, as alleged in the Cross-Complaint at
15 page 2, paragraph 3.

16 **IT IS SO STIPULATED.**

17 DATED: February 2, 2010

SQUIRE, SANDERS & DEMPSEY L.L.P.

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By: /s/ David A. Gbianelli

DAVID A. GBIANELLI

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Attorneys for Third-Party Defendant
and Cross-Defendant
PACIFIC INDEMNITY COMPANY

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DATED: February 2, 2010

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By: /s/ Peter L. Simon

PETER L. SIMON

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Attorneys for Defendants and Cross-Complainants
AARNOLD CARSTON, LARRY CARRILLO
and FRANCINE CLAYTON

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: May 20, 2010.

