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9 Attorneys for Plaintiff Michael F. Consedine,
Insurance Commissioner of the Commonwealth of
10 Pennsylvania, acting in his official capacity as
Statutory Liquidator of Legion Insurance Company
11 and Villanova Insurance Company

12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

14 MICHAEL F. CONSEDINE, Insurance
Commissioner of the Commonwealth of
15 Pennsylvania, acting in his official capacity as
Statutory Liquidator of Legion Insurance
16 Company and Villanova Insurance Company,

17 Plaintiff,

18 v.

19 CRESCENT TRUCK LINES, INC.,

20 Defendants.
21

Case No.: C-10-04086 JSW

**STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT**

22
23 MICHAEL F. CONSEDINE, Insurance Commissioner of the Commonwealth of
24 Pennsylvania, acting in his official capacity as Statutory Liquidator of LEGION INSURANCE
25 COMPANY and VILLANOVA INSURANCE COMPANY (the "Liquidator"), and CRESCENT
26 TRUCK LINES, INC. ("DEFENDANT"), HEREBY STIPULATE AND AGREE THAT:
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28

STIPULATED JUDGMENT AND JUDGMENT

1 WHEREAS, on September 10, 2010 the Liquidator commenced this action alleging that
2 Defendant owed the Liquidator for amounts advanced pursuant to Large Deductible Endorsements in
3 certain insurance policies issued by Legion Insurance Company and/or Villanova Insurance
4 Company.

5
6 WHEREAS, on October 18, 2010, Crescent filed an Answer with Affirmative Defenses
7 denying that some or all of the amounts claimed were due and owing;

8
9 WHEREAS, on March 22, 2011, the Liquidator filed an Amended Complaint and on
10 April 11, 2011 Crescent filed an Answer with Affirmative Defenses to the Amended Complaint.

11
12 WHEREAS, the parties hereto have agreed to a settlement and compromise of this action and
13 entered into a Settlement Agreement and Mutual Release without adjudication of any issue of fact or
14 law in this action.

15
16 WHEREAS, in accordance with the terms of the Settlement Agreement and Mutual Release,
17 the parties stipulate to a judgment entered against the Defendant.

18
19 1. Judgment shall be entered in favor of the Liquidator and against DEFENDANT,
20 together with its successors and assigns, in the sum of \$1,000,000, pursuant to the written Settlement
21 Agreement, entered into contemporaneously by these parties on August 24, 2011.

22
23 2. DEFENDANT, together with its successors and assigns, consents to entry of
24 judgment and waives all rights to findings of fact, conclusions of law, trial and/or appeal from said
25 entry of judgment;

26
27 3. DEFENDANT, together with its successors and assigns, agrees that if judgment is
28 entered pursuant to this Stipulation, any such judgment is not dischargeable under the bankruptcy
laws of the United States of America.

STIPULATED JUDGMENT AND JUDGMENT

1 4. DEFENDANT, together with its successors and assigns, agrees that the Judgment
2 entered pursuant to the Stipulation is enforceable in California, and elsewhere in the United States
3 upon transfer of the Judgment to any other federal district court outside of California.

4 **IT SO STIPULATED:**

5
6 LEGION INSURANCE COMPANY,
7 (IN LIQUIDATION) AND VILLANOVA INSURANCE
8 COMPANY (IN LIQUIDATION)

9 By: Bruce M. Daley
10 Bruce Daley, Chief
11 Takeover Management Division

12 On behalf of Michael F. Consedine, Insurance Commissioner
13 of the Commonwealth of Pennsylvania, acting in his official
14 capacity as Statutory Liquidator of Legion Insurance Company
15 and Villanova Insurance Company

16 Date: 5/24/11

17 CRESCENT TRUCK LINES, INC.

18 By: _____

19 Title: _____

20 Date: _____

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1 4. DEFENDANT, together with its successors and assigns, agrees that the Judgment
2 entered pursuant to the Stipulation is enforceable in California, and elsewhere in the United States
3 upon transfer of the Judgment to any other federal district court outside of California.

4 **IT SO STIPULATED:**

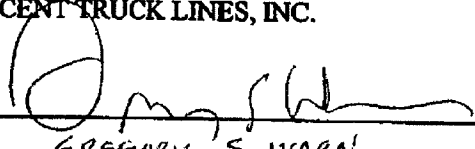
5
6 LEGION INSURANCE COMPANY,
7 (IN LIQUIDATION) AND VILLANOVA INSURANCE
8 COMPANY (IN LIQUIDATION)

9 By: _____
10 Bruce Daley, Chief
11 Takeover Management Division

12 On behalf of Michael F. Consedine, Insurance Commissioner
13 of the Commonwealth of Pennsylvania, acting in his official
14 capacity as Statutory Liquidator of Legion Insurance Company
15 and Villanova Insurance Company

16 Date: _____

17 CRESCENT TRUCK LINES, INC.

18 By:  _____
19 GREGORY S. WARN
20 Title: PRESIDENT

21 Date: AUGUST 17, 2011

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JUDGMENT

IT IS SO ORDERED, ADJUDGED AND DECREED THAT:

Judgment is entered in favor of Plaintiff MICHAEL F. CONSEDINE, Insurance Commissioner of the Commonwealth of Pennsylvania, acting in his official capacity as Statutory Liquidator of LEGION INSURANCE COMPANY and VILLANOVA INSURANCE COMPANY (the "Liquidator") and against Defendant CRESCENT TRUCK LINES, INC. ("Crescent"), together with its successors and assigns, in the sum of One Million Dollars (\$1,000,000.00), in accordance with the terms of the written stipulation of the parties and in accordance with the terms of the written Settlement Agreement of the parties.

BY THE COURT:

Dated: August 31, 2011



The Honorable Jeffrey S. White
Judge of the U.S. District Court