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8 SCOTTSDALE INSURANCE COMPANY

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

Selman Breitman LLP  
ATTORNEYS AT LAW

11  
12 SIERRA BAY CONTRACTORS, INC., a  
California Corporation,

13 Plaintiff,

14 v.

15 WESTCHESTER SURPLUS LINES  
16 INSURANCE COMPANY, a Georgia corporation,  
and ROES 1 through 50, inclusive,

17 Defendants.

18  
19 WESTCHESTER SURPLUS LINES INSURANCE  
COMPANY, a Georgia Corporation,

20 Third-Party Plaintiff,

21 v.

22 ASPEN SPECIALTY INSURANCE COMPANY,  
a North Dakota Corporation; CONTINENTAL  
23 CASUALTY INSURANCE COMPANY, an  
Illinois Corporation; GEMINI INSURANCE  
24 COMPANY, a Delaware Corporation; GREAT  
AMERICAN ASSURANCE COMPANY, an Ohio  
25 Corporation; GREAT AMERICAN INSURANCE  
COMPANY, an Ohio Corporation; INTERSTATE  
26 FIRE AND CASUALTY COMPANY, an Illinois  
Corporation; LEXINGTON INSURANCE  
27 COMPANY, a Delaware Corporation; LIBERTY

CASE NO. 3:10-CV-04611-RS

**STIPULATION AND [PROPOSED]  
ORDER FOR DISMISSAL WITHOUT  
PREJUDICE OF SCOTTSDALE  
INSURANCE COMPANY'S CROSS-  
CLAIM AGAINST AMERICAN SAFETY  
INDEMNITY COMPANY, IN  
EXCHANGE FOR A WAIVER OF  
COSTS**

1 SURPLUS INSURANCE CORPORATION, a  
2 New Hampshire Corporation; NIC INSURANCE  
3 COMPANY, a New York Corporation; OLD  
4 REPUBLIC GENERAL INSURANCE  
5 CORPORATION, an Illinois Corporation;  
6 TRANSCONTINENTAL INSURANCE  
7 COMPANY, an Illinois Corporation;  
8 SCOTTSDALE INSURANCE COMPANY, an  
9 Ohio Corporation; TRUCK INSURANCE  
10 EXCHANGE, a California Corporation;  
11 VIRGINIA SURETY COMPANY, an Illinois  
12 Corporation,

Third-Party Defendants.

SCOTTSDALE INSURANCE COMPANY, an  
Ohio Corporation,

Cross-Claimant,

v.

12 AMERICAN SAFETY INDEMNITY  
13 COMPANY an Oklahoma Corporation;  
14 NAVIGATORS SPECIALTY INSURANCE  
15 COMPANY, formally known as NIC Insurance  
16 Company, a New York Corporation; GEMINI  
17 INSURANCE COMPANY, a Delaware  
18 Corporation; LEXINGTON INSURANCE  
19 COMPANY, a Delaware Corporation; and ROES  
20 1 through 20, inclusive,

Cross-Defendants.

21 Pursuant to Federal Rule of Civil Procedure 41, third-party defendant and cross-claimant  
22 Scottsdale Insurance Company ("Scottsdale"), and cross-defendant American Safety Indemnity  
23 Company ("ASIC "), have agreed and hereby stipulate to the dismissal of Scottsdale's Cross-Claim  
24 against ASIC, without prejudice, subject to said parties' mutual waiver of costs.

**IT IS SO STIPULATED.**

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DATED: May 30, 2012

SELMAN BREITMAN LLP

By: 

Lisa M. Lampkin

Attorneys for Third-Party Defendant and Cross-Complainant  
Scottsdale Insurance Company

DATED: May 30, 2012

LAW OFFICES OF SEMHA ALWAYS

By: 

Semha Always

Attorneys for Cross-Defendant American Safety Indemnity Company

**PROPOSED ORDER OF PARTIAL DISMISSAL**

Having reviewed the above stipulation, the Court orders that cross-defendant American Safety Indemnity Company be dismissed, without prejudice, from Scottsdale Insurance Company's cross-claim, with each side to bear its own fees and costs. The remainder of the cross-claims shall not be impacted by this Order.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 6/1/12



United States District Court  
District of Northern California