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 8 SURPLUS LINES INSURANCE COMPANY

9 UNITED STATES DISTRICT COURT  
 10 NORHTERN DISTRICT OF CALIFORNIA  
 11 SAN FRANCISCO

13		)	CASE NO.: 3:10-cv-04611-RS
14	SIERRA BAY CONTRACTORS, INC.,	)	<b>STIPULATION AND [PROPOSED] ORDER FOR DISMISSAL OF GEMINI INSURANCE COMPANY WITH PREJUDICE</b>
15	A California Corporation,	)	
16	Plaintiff,	)	
17	vs.	)	
18	WESTCHESTER SURPLUS LINES	)	
19	INSURANCE COMPANY, a Georgia	)	
20	corporation, and DOES 1 through 50,	)	
21	inclusive,	)	
22	Defendants.	)	
23	_____ )		
24	AND RELATED CROSS-ACTIONS	)	
25	_____ )		

23 Pursuant to F.R.C.P. 41, Defendant and Third-Party Plaintiff, Westchester Surplus Lines  
 24 Insurance Company (“Westchester”), and Third-Party Defendant, Gemini Insurance Company  
 25 (“Gemini Insurance”), have agreed and hereby stipulate to the dismissal of Gemini Insurance,  
 26 from Westchester’s First Amended Third-Party Complaint, with prejudice, subject to said parties’  
 27 mutual waiver of costs. Said parties request the Court’s approval and execution of the below  
 28 proposed order for dismissal.

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**IT IS SO STIPULATED.**

DATE: December 20, 2012

WOLKIN • CURRAN, LLP

By: /s/ Amy K. Thomas  
AMY K. THOMAS  
Attorneys for Third-Party Defendant,  
GEMINI INSURANCE COMPANY

DATE: December 20, 2012

MORALES, FIERRO & REEVES

By: /s/ David Astengo  
DAVID A. ASTENGO  
Attorneys for Defendant and Third-Party  
Plaintiff, WESTCHESTER SURPLUS LINES  
INSURANCE COMPANY

**[PROPOSED] ORDER OF PARTIAL DISMISSAL**

Having reviewed the above stipulation, the Court orders that Defendant and Third-Party Plaintiff, Westchester Surplus Lines Insurance Company's, First Amended Third-Party Complaint against Third-Party Defendant, Gemini Insurance Company, be dismissed, with prejudice. The remainder of Westchester Surplus Lines Insurance Company's First Amended Third-Party Complaint shall not be changed or impacted by this Order.

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Date: 12/20/12



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HONORABLE RICHARD SEEBORG  
United States District Court  
Northern District of California