

1 **THE AGUILERA LAW GROUP, APLC**
 2 A. Eric Aguilera (SBN 192390)
 3 Raymond E. Brown (SBN 164819)
 4 Jason Y. Chao (SBN 250735)
 5 650 Town Center Drive, Suite 700
 6 Costa Mesa, CA 92626
 7 T: (714) 384-6600 / F: (714) 384-6601
 8 eaguilera@aguileragroup.com
 9 rbrown@aguileragroup.com
 10 jchao@aguileragroup.com

11 **LEATHER & ASSOCIATES, PLLC**
 12 Thomas Lether, Esq., *Pro Hac Vice*
 13 3316 Fuhrman Ave E, Suite 250
 14 Seattle, WA 98102-3800
 15 T: 206-467-5444
 16 tlether@letherlaw.com

17 Attorneys for plaintiffs

18 **UNITED STATE DISTRICT COURT**
 19 **NORTHERN DISTRICT OF CALIFORNIA**

20 TRAVELERS PROPERTY CASUALTY
 21 COMPANY OF AMERICA, a Connecticut
 22 corporation; et al.

23 Plaintiffs,

24 v.

25 CENTEX HOMES, a Nevada partnership;
 26 NEWMeyer & DILLION, LLP, a California
 27 limited liability partnership; and DOES 1
 28 through 10 inclusive,

Defendant.

Case Nos. 3:12-000371-SC

[Consolidated for Trial with Case No. 3:13-cv-00088-SC]

**[PROPOSED] ORDER RE STIPULATION
 TO STRIKE ALLEGATIONS RELATING
 TO THE UNDERLYING SPICER,
 BENNETT, MIRA LOMA, MIR ALI AND
 YUNKER UNDERLYING ACTIONS AND
 RGL'S FIDUCIARY DUTIES FROM THE
 FOURTH AMENDED COMPLAINT AND
 FIRST AMENDED COMPLAINT;
 [PROPOSED] ORDER**

Judge: Hon. Samuel Conti

Trial Date: No Date Set

AND RELATED CONSOLIDATED CASE.

1 **ORDER**

2 Pursuant to stipulation of the parties and good cause existing therefore,

3 IT IS HEREBY ORDERED that the following claims and allegations from Travelers' 4AC
4 in Case No. 12-00371 be stricken:

- 5 • The sentence "As a trustee, RGL has fiduciary obligations to TRAVELERS." from
6 paragraph 13;
- 7 • Paragraphs 472 through 478; and
- 8 • The word "Spicer" from paragraph 512.

9 FURTHER, IT IS HEREBY ORDERED that the following claims and allegations from
10 Travelers' FAC in Case No. 13-00888 be stricken:

- 11 • The sentence "As a trustee, RGL has fiduciary obligations to the TRAVELERS
12 ENTITIES." from paragraph 13;
- 13 • Paragraphs 32 through 37;
- 14 • Paragraphs 290 through 296;
- 15 • Paragraphs 420 through 478;
- 16 • Paragraphs 479 through 483;
- 17 • Paragraphs 515 through 521;
- 18 • Paragraphs 553 through 569;
- 19 • The number "7" in paragraph 572 (line 19) and replace it with a "1";
- 20 • The phrase "..., and fraudulently concealing from the TRAVELERS ENTITIES that
21 certain carriers were participating in the defense of CENTEX and thus billing out and
22 receiving payment in excess of 100 percent of the actual fees and costs incurred in the
23 defense of CENTEX" from paragraph 572 (lines 25-28) ;
- 24 • The phrase "..., and fraudulently concealing from TRAVELERS that certain carriers
25 were participating in the defense of CENTEX and thus billing out and receiving
26 payments in excess of 100 percent of the actual fees and costs incurred in the defense of
27 CENTEX" from paragraph 575 (lines 17-20);
- 28 • The phrase "..., and fraudulently concealing from the TRAVELERS ENTITIES that

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

certain carriers were participating in the defense of CENTEX and thus billing out and receiving payment in excess of 100 percent of actual fees and costs incurred in the defense of CENTEX” in paragraph 580 (lines 13-16);

- The words “Bennett,” “Mir Ali,” “Mira Loma,” “Spicer” and “Yunker” from Paragraph 586;
- The words “Bennett,” “Mir Ali,” and “Yunker” from Paragraph 588; and
- The words “Bennett,” “Mir Ali,” and “Yunker” from Paragraph 591.
- The phrase “..., and fraudulently concealing from the TRAVELERS ENTITIES that certain carriers were participating in the defense of CENTEX and thus billing out and receiving payment in excess of 100 percent of the actual fees and costs incurred in the defense of CENTEX” in paragraph 601 (lines5-8).

Dated: August 12, 2013

