

1 **THE AGUILERA LAW GROUP, APLC**
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9 Attorneys for Plaintiffs ST. PAUL FIRE AND MARINE INSURANCE COMPANY

10 **UNITED STATES DISTRICT COURT**
 11 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

12 ST. PAUL FIRE AND MARINE
 13 INSURANCE COMPANY, a Minnesota
 14 corporation
 15
 16 Plaintiff,
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 18 v.
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 20 ADMIRAL INSURANCE COMPANY,
 21 a Delaware corporation, et al.,
 22
 23 Defendants.

Case No. 3:12-cv-04160-JST
**Honorable Jon S. Tigar – Courtroom
 9**

**STIPULATION TO VOLUNTARILY
 DISMISS**

24 **WHEREAS**, Plaintiff St. Paul Fire and Marine Insurance Company (“St.
 25 Paul”) wishes to dismiss, without prejudice, defendants AXIS Specialty
 26 Insurance Company (“AXIS”) and First Specialty Insurance Company (“First
 27 Specialty”).

28 **WHEREAS**, defendants Admiral Insurance Company, American Safety
 Indemnity Company, AXIS, Continental Casualty Company, The Continental
 Insurance Company, National Fire Insurance Company of Hartford (on its own
 behalf and as successor by merger to Transcontinental Insurance Company),
 Transportation Insurance Company and Valley Forge Insurance Company, First

1 Specialty, Lexington Insurance Company, National Fire Insurance Company of
2 Hartford, National Union Fire Insurance Company of Pittsburgh, PA and Zurich
3 American Insurance Company have appeared in the present action;

4 **WHEREAS**, the appearing defendants are amenable to St. Paul dismissing
5 without prejudice AXIS and First Specialty from the present action;
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7 **IT IS HEREBY STIPULATED** by and between St. Paul and Defendants
8 who have appeared in this action, by and through their designated counsel, that
9 defendants AXIS and First Specialty are hereby dismissed without prejudice pursuant
10 to FRCP 41(a)(1). AXIS and First Specialty further agree to waive any claim for
11 costs they might have associated with the present action.
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13 Dated: September ____, 2013 **THE AGUILERA LAW GROUP, APLC**

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15 _____
16 A. Eric Aguilera
17 Kimberly R. Arnal
18 Attorneys for Plaintiff ST. PAUL FIRE AND
19 MARINE INSURANCE COMPANY

20 Dated: September ____, 2013 **BOORNAZIAN, JENSEN & GARTHE**

21 _____
22 Alan E. Swerdlow
23 Attorneys for Defendant AMERICAN SAFETY
24 INDEMNITY COMPANY

25 Dated: September ____, 2013 **BOORNAZIAN, JENSEN & GARTHE**

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27 Thomas E. Mulvihill
28 Tamiko A. Dunham
Attorneys for Defendant AXIS SPECIALTY
INSURANCE COMPANY

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Dated: September ____, 2013

**CRESSWELL, ECHEGUREN, RODGERS &
HARVEY**

Ronald D. Echeuren
Matthew S. Harvey
Attorneys for Defendant FIRST SPECIALTY
INSURANCE CORPORATION

Dated: September ____, 2013

SELVIN WRAITH HALMAN LLP

Norman Lau
Attorneys for Defendant LEXINGTON
INSURANCE COMPANY, NATIONAL UNION
FIRE INSURANCE COMPANY OF PITTSBURGH,
PA

Dated: September ____, 2013

**COLLIAU CARLUCCIO KEENER MORROW
PETERSON & PARSONS**

Kevin M. Haithcox
Attorney for Defendants NATIONAL FIRE
INSURANCE COMPANY OF HARTFORD (ON
ITS OWN BEHALF AND AS SUCCESSOR BY
MERGER TO TRANSCONTINENTAL
INSURANCE COMPANY), VALLEY FORGE
INSURANCE COMPANY, TRANSPORTATION
INSURANCE COMPANY, CONTINENTAL
CASUALTY COMPANY and THE
CONTINENTAL INSURANCE COMPANY

1 Dated: September ____, 2013 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

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Kathleen E. Hegen
Attorney for Defendant ADMIRAL INSURANCE
COMPANY

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7 Dated: September ____, 2013 **SINNOTT, PUEBLA, CAMPAGNE & CURET**

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Blaise S. Curet
Randy M. Marmor
Attorney for Defendant ZURICH AMERICAN
INSURANCE COMPANY

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~~PROPOSED~~ ORDER

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PURSUANT TO STIPULATION, IT IS SO ORDERED,

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19 DATED: November 27, 2013

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