

1 **THE AGUILERA LAW GROUP, APLC**

2 A. Eric Aguilera (SBN 192390)
3 Kimberly R. Arnal (SBN 200448)
4 650 Town Center Drive, Suite 100
5 Costa Mesa, California 92626
6 T: 714.384.6600 / F: 714.384.6601
7 eaguilera@aguileragroup.com
8 karnal@aguileragroup.com

9 Attorneys for Plaintiff
10 ST. PAUL MERCURY INSURANCE COMPANY

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

13 ST. PAUL MERCURY INSURANCE
14 COMPANY, a Minnesota corporation

15 Plaintiff,

16 v.

17 AMERICAN SAFETY INDEMNITY
18 COMPANY, an Oklahoma corporation;
19 ARCH SPECIALTY INSURANCE
20 COMPANY, a Nebraska corporation;
21 ASPEN SPECIALTY INSURANCE
22 COMPANY, a North Dakota
23 corporation; FIRST SPECIALTY
24 INSURANCE CORPORATION, a
25 Missouri corporation; GOLDEN BEAR
26 INSURANCE COMPANY, a
27 California corporation; HARTFORD
28 CASUALTY INSURANCE
COMPANY, a New Jersey corporation;
LANDMARK AMERICAN
INSURANCE COMPANY, an
Oklahoma corporation; LEXINGTON
INSURANCE COMPANY, a Delaware
corporation; LIBERTY MUTUAL
INSURANCE COMPANY, a
Massachusetts corporation;
MARYLAND CASUALTY
COMPANY, a Maryland corporation;
MT. HAWLEY INSURANCE

Case No. C 13-01082-EMC
Hon. Edward M. Chen

**STIPULATION TO VOLUNTARILY
DISMISS DEFENDANT
NORTHERN INSURANCE
COMPANY OF NEW YORK;
[PROPOSED] ORDER**

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1 COMPANY, an Illinois corporation;
2 NATIONAL UNION FIRE
3 INSURANCE COMPANY OF
4 PITTSBURGH, PA., a Pennsylvania
5 corporation; NAUTILUS
6 INSURANCE COMPANY, an Arizona
7 corporation; NORTHERN
8 INSURANCE COMPANY OF NEW
9 YORK, a New York corporation;
10 PROBUILDERS SPECIALTY
11 INSURANCE COMPANY, RRG, A
12 RISK RETENTION GROUP, a District
13 of Colombia corporation;
14 SCOTTSDALE INSURANCE
15 COMPANY, an Ohio corporation;
16 UNITED NATIONAL INSURANCE
17 COMPANY, a Pennsylvania
18 corporation; ZURICH AMERICAN
19 INSURANCE COMPANY, a New
20 York corporation; and DOES 1-1000,
21 inclusive.

22 Defendants.

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16 **WHEREAS**, Plaintiff St. Paul Mercury Insurance Company (“St. Paul”) and
17 Defendant Northern Insurance Company of New York (“Northern”) have reached a
18 settlement;

19 **WHEREAS**, Plaintiff St. Paul wishes to dismiss, with prejudice, its First
20 Amended Complaint against Defendant Northern in the present action.

21 **IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN**
22 Plaintiff St. Paul and Defendant Northern, by and through their designated counsel,
23 that Northern Insurance Company of New York be and is hereby dismissed with
24 prejudice from the above-entitled action pursuant to FRCP 41(a)(1).

25 Both Plaintiff St. Paul and Defendant Northern further agree to waive any
26 claim for costs they might have against each other associated with the present action.

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DATED: August 19, 2015

**SINNOTT PUEBLA CAMPAIGN & CURET,
APLC**

By: /s/ Randy M. Marmor (Auth. on 8/19/15)
Randy M. Marmor
Attorneys for Defendant,
NORTHERN INSURANCE COMPANY OF
NEW YORK

DATED: August 19, 2015

THE AGUILERA LAW GROUP, APLC

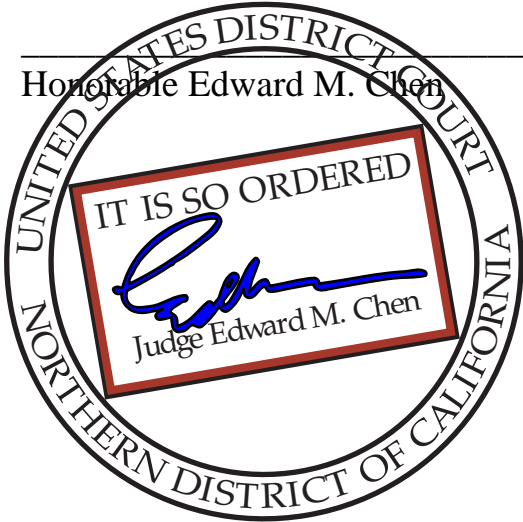
By: /s/ Kimberly R. Arnal
A. Eric Aguilera
Kimberly R. Arnal
Attorneys for Plaintiff,
ST. PAUL MERCURY INSURANCE
COMPANY

[~~PROPOSED~~] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 8/19/15

Honorable Edward M. Chen



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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 444 S. Flower St., Ste. 2300, Los Angeles, California 90071. On August 19, 2015, I served the documents named below on the parties in this action as follows:

DOCUMENT(S) SERVED: **STIPULATION TO VOLUNTARILY DISMISS DEFENDANT NORTHERN INSURANCE COMPANY OF NEW YORK; [PROPOSED] ORDER**

BY U.S. MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under the practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage date is more than 1 day after date of deposit for mailing in affidavit.

BY ELECTRONIC SERVICE VIA ECF I transmitted a true copy of the above entitled document(s) to CM/ECF for filing and service on all parties.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on August 19, 2015 at Los Angeles, California.

/s/ Judy Jaramillo
Judy Jaramillo