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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ST. PAUL FIRE & MARINE INSURANCE
COMPANY,

Plaintiff,

v.

EVEREST NATIONAL INSURANCE
COMPANY, et al.,

Defendants.

Case No. 13-cv-02047-HSG

**ORDER DISMISSING DEFENDANT
NATIONAL FIRE & MARINE
INSURANCE COMPANY UNDER
FRCP RULE 41(A)(2)**

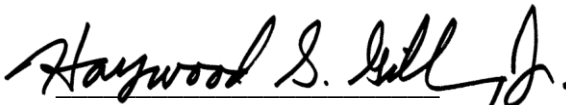
Re: Dkt. No. 151

On March 24, 2015, Plaintiff St. Paul Fire & Marine Insurance Company (“St. Paul”) and Defendant National Fire & Marine Insurance Company (“National Fire & Marine”) notified the Court that they had reached a settlement in the above-captioned action and requested permission for St. Paul to dismiss National Fire & Marine without prejudice pursuant to FRCP 41(a)(1). *See* Dkt. No. 151.

However, because National Fire & Marine has answered the complaint, *see* Dkt. No. 20, and not all parties appearing in this action have stipulated to National Fire & Marine’s dismissal, *see* Dkt. No. 151, the parties’ request is more appropriately considered under FRCP 41(a)(2). Good cause appearing, National Fire & Marine is hereby dismissed without prejudice from the above-captioned action pursuant to FRCP 41(a)(2). Each party will bear its own costs.

IT IS SO ORDERED.

Dated: March 25, 2015



HAYWOOD S. GILLIAM, JR.
United States District Judge