

1 **THE AGUILERA LAW GROUP, APLC**

2 A. Eric Aguilera (SBN 192390)
3 Kimberly R. Arnal (SBN 200448)
4 650 Town Center Drive
5 Suite 100
6 Costa Mesa, CA 92626
7 T: 714.384-6600 / F: 714.384.6601
8 eaguilera@aguileragroup.com
9 karnal@aguileragroup.com

10 Attorneys for Plaintiff
11 ST. PAUL FIRE & MARINE INSURANCE COMPANY

12

13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

15

16 ST. PAUL FIRE & MARINE INSURANCE
17 COMPANY, a Minnesota corporation

18 Plaintiff,

19 v.

20 AMERICAN SAFETY INDEMNITY
21 COMPANY, an Oklahoma corporation;
22 ARCH SPECIALTY INSURANCE
23 COMPANY, a Nebraska corporation;
24 EVEREST NATIONAL INSURANCE
25 COMPANY, a Delaware corporation; FIRST
26 SPECIALTY INSURANCE
27 CORPORATION, a Missouri corporation;
28 LEXINGTON INSURANCE COMPANY, a
Delaware corporation; NATIONAL FIRE
INSURANCE COMPANY OF HARTFORD,
an Illinois corporation; NATIONAL FIRE &
MARINE INSURANCE COMPANY, a
Nebraska corporation; NATIONAL UNION
FIRE INSURANCE COMPANY OF
PITTSBURGH, PA, a Pennsylvania
corporation; NAUTILUS INSURANCE
COMPANY, an Arizona corporation;
SCOTTSDALE INSURANCE COMPANY,
an Ohio corporation; STRS OHIO CA REAL
ESTATE INVESTMENT I, LLC, a Delaware
Limited Liability Company; THE
OVERLOOK AT SANTA ROSA, LLC, a
Delaware Limited Liability Company; TRP-

Case No. CV-13-2047-HSG
[Assigned to Hon. **Haywood S. Gilliam, Jr.** –
Courtroom 15 – 18th Floor]

**STIPULATION TO DISMISS
DEFENDANT EVEREST NATIONAL
INSURANCE COMPANY UNDER FRCP
RULE 41(a)(1); ORDER**

1 SANTA ROSA-102-OVERLOOK, LLC, a
2 California Limited liability Company;
3 ZURICH AMERICAN INSURANCE
4 COMPANY, A New York Corporation; and
5 DOES 1 through 10 inclusive,

6 Defendants.

7 **WHEREAS**, Plaintiff St. Paul Fire & Marine Insurance Company (“St. Paul”) and
8 Defendant Everest National Insurance Company (“Everest”) have reached a settlement;

9 **WHEREAS**, Plaintiff St. Paul wishes to dismiss, without prejudice, Defendant Everest;

10 **IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN** Plaintiff St. Paul
11 and Defendant Everest, that Everest be and is hereby dismissed without prejudice from the above-
12 entitled action pursuant to FRCP 41(a)(1).

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

15
16 Dated: May 13, 2015

AGUILERA LAW GROUP APLC

/s/ Kimberly R. Arnal

17
18 A. Eric Aguilera, Esq.
19 Kimberly R. Arnal, Esq.
20 Counsel for Plaintiff St. Paul Fire & Marine
Insurance Company

21 Dated: May 13, 2015

SELMAN BREITMAN LLP

/s/ Joshua S. Leach (Authorized on 5/13/15)

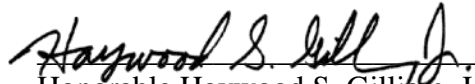
22 Joshua S. Leach, Esq.
23 Counsel for Defendant Everest National
24 Insurance Company

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

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: May 14, 2015



Honorable Haywood S. Gilliam, Jr.

PROOF OF SERVICE

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the City of Los Angeles, County of Los Angeles in the State of California. I am over the age of 18 and am not a party to the within action. My business address is 444 South Flower Street, Suite 2300, Los Angeles, California 90071. On May 13, 2015, I served the documents named below on the parties in this action as follows:

DOCUMENT(S) SERVED: **STIPULATION TO DISMISS DEFENDANT EVEREST NATIONAL INSURANCE COMPANY UNDER FRCP RULE 41(a)(1); [PROPOSED] ORDER**

(BY MAIL) I confirm that each such envelope, with postage thereon fully prepaid, has been or will be placed in the United States mail at Los Angeles, California. I am readily familiar with the practice of The Aguilera Law Group, APLC, for collection and processing of correspondence and/or documents for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(BY OVERNIGHT DELIVERY) I am readily familiar with the practice of the Aguilera Law Group, APLC, for the collection and processing of correspondence for overnight delivery and known that the document(s) described herein have been or will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery. A confirmation of which is available upon request.

(BY ELECTRONIC FILING WITH THE U.S. DISTRICT COURT) I certify that I electronically transmitted the attached document to the United States District Court and/or the US District Clerk’s Office using the ECF System for filing and transmittal of a Notice of Electronic Filing to the ECF registrants/recipients registered with the United States District Court according to Federal District Court Rules requirements.

(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 this service was made.

Executed on May 13, 2015, at Los Angeles, California.

/s/ *Judy Jaramillo*

Judy Jaramillo