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18 Attorneys for Defendants  
 19 UNITRIN AUTO and HOME INSURANCE COMPANY,  
 20 FINANCIAL INDEMNITY COMPANY, UNITRIN  
 21 DIRECT PROPERTY and CASUALTY COMPANY

22 UNITED STATES DISTRICT COURT  
 23 NORTHERN DISTRICT OF CALIFORNIA

24 MICHAEL WALKER, TASHELL  
 25 MITCHEL,

26 Plaintiffs,

27 v.

28 UNITRIN AUTO AND HOME INSURANCE  
 COMPANY, FINANCIAL INDEMNITY  
 COMPANY, UNITRIN DIRECT  
 PROPERTY AND CASUALTY COMPANY  
 and DOES 1 TO 25, inclusive,

Defendants.

Case No. 3:14-cv-03161--EMC

**STIPULATION OF VOLUNTARY  
 DISMISSAL OF (1) ALL CLAIMS OF  
 PLAINTIFF TASHELL MITCHEL, AND  
 (2) DEFENDANTS UNITRIN AUTO AND  
 HOME INSURANCE COMPANY, AND  
 UNITRIN DIRECT PROPERTY AND  
 CASUALTY COMPANY; [PROPOSED]  
 ORDER**

**F.R.C.P 41(a)(1)(A)(ii)**

Pursuant to the Federal Rules of Civil Procedure 41(a)(1)(A)(ii), plaintiffs Michael Walker (“Walker”) and Tashell Mitchel (“Mitchel”), and defendants Unitrin Auto and Home Insurance Company (“Unitrin Auto”), Financial Indemnity Company (“FIC”), and Unitrin Direct

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Property and Casualty Company ("Unitrin Direct"), by and through their attorneys of record,  
hereby stipulate and agree that:

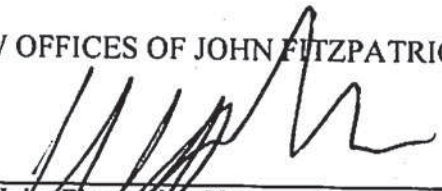
(1) all claims of plaintiff Mitchel are dismissed without prejudice, such that Mitchel  
is no longer a party to this action (each party to bear his, her, or its own costs and fees); and

(2) Unitrin Auto and Unitrin Direct are dismissed from this action without prejudice  
(each party to bear his, her, or its own costs and fees).

IT IS SO AGREED AND STIPULATED.


DATED: December 22, 2014

LAW OFFICES OF JOHN FITZPATRICK VANNUCCI

By:   
\_\_\_\_\_  
John Fitzpatrick Vannucci  
Attorney for Plaintiffs  
MICHAEL WALKER and TASHELL MITCHEL

DATED: December 23, 2014

SEDGWICK LLP

By:   
\_\_\_\_\_  
Nicholas J. Boos  
Kara L. DiBiasio  
Attorneys for Defendants  
UNITRIN AUTO and HOME INSURANCE  
COMPANY, FINANCIAL INDEMNITY  
COMPANY, UNITRIN DIRECT PROPERTY and  
CASUALTY COMPANY

ORDER

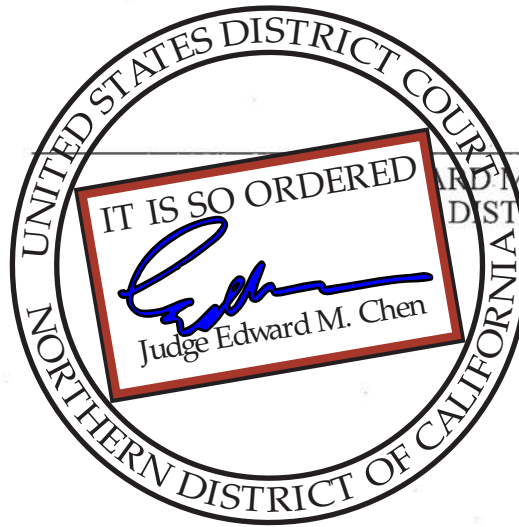
Pursuant to the parties' stipulation, IT IS HEREBY ORDERED as follows:

(1) all claims of plaintiff Tashell Mitchel are dismissed without prejudice, such that Mitchel is no longer a party to this action (each party to bear his, her, or its own costs and fees); and

(2) Defendants Unitrin Auto and Home Insurance Company, and Unitrin Direct Property and Casualty Company are dismissed from this action without prejudice (each party to bear his, her, or its own costs and fees).

IT IS SO ORDERED.

DATED: 1/5/15



EDWARD M. CHEN  
DISTRICT JUDGE

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