

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

Julian J. Pardini, Esq., SB# 133878

2 E-Mail: Julian.Pardini@lewisbrisbois.com

Stephen J. Liberatore, Esq., SB# 129772

3 E-Mail: Stephen.Liberatore@lewisbrisbois.com

333 Bush Street, Suite 1100

4 San Francisco, California 94104-2872

Telephone: 415.362.2580

5 Facsimile: 415.434.0882

6 Attorneys for Complainant in Interpleader

FIDELITY & GUARANTY

7 LIFE INSURANCE COMPANY

8

LAW OFFICES OF BENNETT M. COHEN

9 Bennett M. Cohen, Esq. SB# 98065

Email: bennettmcohen@gmail.com

10 1438 Market Street

San Francisco, CA 94102

11 Tel: 415.864.3246

Fax: 415.373.9365

12

Attorneys for Defendant

13 DAISY NG

14

LOUIE & KITSUSE

15 Calvin S. Louie, Esq. SB# 96942

Email: clouie@lklaw.org

16 1520 The Alameda, Suite 100

San Jose, CA 95126

17 Tel: 408.289.1118

Fax: 408.289.1119

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Attorneys for Defendant

19 YING YEH

20

UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

22 FIDELITY & GUARANTY LIFE
INSURANCE COMPANY

CASE NO. 15-CV-00778 LB

23

Plaintiff,

STIPULATION OF PARTIES

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ORDER

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v.

26 DAISY NG; YING YEH;
and DOES 1 to 100, inclusive,

27

Defendants.

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4818-6055-5556.1

STIPULATION OF PARTIES; [PROPOSED] ORDER

1 Plaintiff FIDELITY & GUARANTY LIFE INSURANCE COMPANY (“FGLIC”) and
2 Defendants DAISY NG (“Ms. Ng”) and YING YEH (“Ms. Yeh”), with FGLIC, Ms. Ng. and
3 Ms. Yeh referred to hereinafter, collectively, as “the Parties”, hereby stipulate as follows:

4 **RECITALS**

5 1. On April 26, 2004, FGLIC issued life insurance policy no. L0100492
6 (“the Policy”), with a face value of two-hundred thousand dollars (\$200,000) to Jerry P. Kondeff
7 (“Mr. Kondeff”).

8 2. Mr. Kondeff designated his former spouse, Ms. Ng, as the primary beneficiary
9 under the Policy.

10 3. On July 5, 2006, Mr. Kondeff married Ms. Yeh.

11 4. On June 13, 2014, Mr. Kondeff died.

12 5. At the time of Mr. Kondeff’s death, he was still married to Ms. Yeh and Ms. Ng
13 remained the primary beneficiary under the Policy.

14 6. FGLIC does not contest the validity of the Policy or its obligation to pay benefits
15 under the Policy.

16 7. Ms. Ng and Ms. Yeh are in agreement that the \$200,000 policy benefit should
17 be apportioned 50/50 before deduction of the costs and attorney’s fees being claimed by
18 FGLIC.

19 NOW, THEREFORE, the Parties, by and through their respective counsel of record, do
20 hereby stipulate as follows as request that the Court issue an order in accordance therewith:

21 **STIPULATION**

22 1. That, no later than 15 days after executing this order, FGLIC be authorized and
23 directed to send a check in the amount of \$92,283 made payable to “Ying Yeh and Louie &
24 Kitsuse Law Office” to the following address: Louie & Kitsuse Law Office, 1520 The Alameda,
25 Suite 100, San Jose CA 95126.

26 2. That, no later than 15 days after executing this order, FGLIC be authorized and
27 directed to send a check in the amount of \$92,283 made payable to “Daisy Ng and the Law
28 Offices of Bennett M. Cohen” to the following address: Bennett M. Cohen, 1438 Market St, San

1 Francisco CA 94102.

2 3. That Ms. Ng and Ms. Yeh be temporarily and permanently restrained from
3 instituting or prosecuting against FGLIC any claim in any state or United States court affecting
4 said benefits, except by way of interpleader in this action;

5 4. That FGLIC be discharged from any and all further liability under the Policy; and

6 5. That FGLIC be awarded \$15,434 to cover its attorneys' fees (\$14,370) and costs
7 and expenses (\$1,064) incurred in connection with the bringing of this Complaint in Interpleader.

8 6. That this action is hereby dismissed with prejudice.

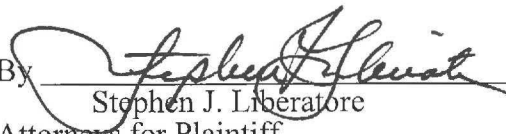
9

10 Dated: July 21, 2015

LEWIS BRISBOIS BISGAARD & SMITH LLP

11

12

By 
Stephen J. Liberatore
Attorneys for Plaintiff
FIDELITY & GUARANTY LIFE
INSURANCE COMPANY

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Dated: July __, 2015

LAW OFFICES OF BENNETT COHEN

17

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By _____
Bennett M. Cohen
Attorneys for Defendant
DAISY NG

19

20

Dated: July __, 2015

By _____
Daisy Ng
Defendant

21

22

23

Dated: July __, 2015

LOUIE & KITSUSE

24

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By _____
Calvin S. Louie
Attorneys for Defendant
YING YEH

26

27

Dated: July __, 2015

By _____
Ying Yeh
Defendant

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1 Francisco CA 94102.

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4 said benefits, except by way of interpleader in this action;

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7 and expenses (\$1,064) incurred in connection with the bringing of this Complaint in Interpleader.

8

9 Dated: July __, 2015

LEWIS BRISBOIS BISGAARD & SMITH LLP

10

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By _____
Stephen J. Liberatore
Attorneys for Defendant
FIDELITY & GUARANTY LIFE
INSURANCE COMPANY

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13

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Dated: July __, 2015

LAW OFFICES OF BENNETT COHEN

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By Bennett M. Cohen
Bennett M. Cohen
Attorneys for Defendant
DAISY NG

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19 Dated: July __, 2015

By Daisy Ng
Daisy Ng
Defendant

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22 Dated: July __, 2015

LOUIE & KITSUSE

23

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By _____
Calvin S. Louie
Attorneys for Defendant
YING YEH

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Dated: July __, 2015

By _____
Ying Yeh
Defendant

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4818-6055-5556.1

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1 Francisco CA 94102.

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4 said benefits, except by way of interpleader in this action;

5 4. That FGLIC be discharged from any and all further liability under the Policy; and

6 5. That FGLIC be awarded \$15,434 to cover its attorneys' fees (\$14,370) and costs
7 and expenses (\$1,064) incurred in connection with the bringing of this Complaint in Interpleader.

8 6. That this action is hereby dismissed with prejudice.

9
10 Dated: July __, 2015

LEWIS BRISBOIS BISGAARD & SMITH LLP

11
12 By _____
13 Stephen J. Liberatore
14 Attorneys for Plaintiff
15 FIDELITY & GUARANTY LIFE
16 INSURANCE COMPANY

17 Dated: July __, 2015

LAW OFFICES OF BENNETT COHEN

18 By _____
19 Bennett M. Cohen
20 Attorneys for Defendant
21 DAISY NG

22 Dated: July __, 2015

23 By _____
24 Daisy Ng
25 Defendant

26 Dated: July 20, 2015

LOUIE & KITSUSE

27 By _____
28 Calvin S. Louie
29 Attorneys for Defendant
30 YING YEH \

31 Dated: July 20 2015

32 By ying yeh
33 Ying Yeh
34 Defendant

LEWIS
BRISBOIS

ORDER


Based on the foregoing stipulation of the Parties and finding good cause therefor,

THE COURT HEREBY ORDERS AND DECREES that:

1. That, no later than 15 days after execution of this order, FGLIC is hereby authorized and directed to send a check in the amount of \$92,283 made payable to “Ying Yeh and Louie & Kitsuse Law Office” to the following address: Louie & Kitsuse Law Office, 1520 The Alameda, Suite 100, San Jose CA 95126;
2. That, no later than the first 15 days after executing this order, FGLIC is hereby authorized and directed to send a check in the amount of \$92,283 made payable to “Daisy Ng and Law Offices of Bennett M. Cohen” to the following address: Bennett M. Cohen 1438 Market St, San Francisco CA 94102;
3. That Ms. Ng and Ms. Yeh are hereby temporarily and permanently restrained from instituting or prosecuting against FGLIC any claim in any state or United States court affecting said benefits, except by way of interpleader in this action;
4. That FGLIC is hereby discharged from any and all further liability under the Policy; and
5. That FGLIC is hereby awarded \$15,434 to cover its reasonable attorneys’ fees (\$14,370) and costs and expenses (\$1,064) incurred in connection with the bringing of this Complaint in Interpleader.
6. That this action is hereby dismissed with prejudice.

It is so ordered.

Dated: July 28, 2015



 Laurel Beeler
 United States Magistrate Judge
 United States District Court
 Northern District of California

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