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7 Attorneys for Plaintiffs
 LENSRAFTERS, INC. and EYEXAM OF
 CALIFORNIA, INC.
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9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA
 11 OAKLAND DIVISION

12 LENSRAFTERS, INC. and EYEXAM
 13 OF CALIFORNIA, INC.,

14 Plaintiff,

15 v.

16 LIBERTY MUTUAL FIRE INSURANCE
 COMPANY; EXECUTIVE RISK
 17 SPECIALTY INSURANCE COMPANY;
 UNITED STATES FIRE INSURANCE
 18 COMPANY; MARKEL AMERICAN
 INSURANCE COMPANY and
 19 WESTCHESTER FIRE INSURANCE
 COMPANY,
 20

21 Defendant.

22 AND RELATED COUNTER- AND
 CROSS- CLAIMS.

Case No. C-07-2853 SBA

Assigned to Chief Magistrate Judge
 James Larson for All Discovery
 Purposes

**STIPULATION AND ORDER
 DISMISSING WITH PREJUDICE
 PLAINTIFFS' CLAIMS AGAINST
 DEFENDANT UNITED STATES
 FIRE INSURANCE COMPANY**

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1 Plaintiffs LensCrafters, Inc. and EYEXAM of California, Inc. (together,
2 “LensCrafters”) and Defendant United States Fire Insurance Company (“U.S. Fire”) hereby
3 stipulate to the following matters and respectfully request that the Court enter an order dismissing
4 LensCrafters’ claims against U.S. Fire *with prejudice*, as set forth below.

5 A. In this action, Plaintiffs seek insurance coverage for claims asserted against
6 them in a class action lawsuit entitled *Snow, et al. v. LensCrafters, Inc., et al.*, San Francisco
7 Superior Court Case No. CGC-02-405544 (“*Snow*”). The *Snow* action plaintiffs, on behalf of a
8 class of more than one million customers, alleged that LensCrafters violated California’s
9 Confidentiality of Medical Information Act (“COMIA”) by disclosing private medical
10 information. After years of negotiations, LensCrafters reached a settlement with the plaintiffs in
11 *Snow*. The *Snow* settlement was approved by the Superior Court and became effective on
12 October 11, 2008.

13 B. In this action, LensCrafters asserted claims against U.S. Fire regarding its
14 obligations under its insurance policies to indemnify LensCrafters and settle the *Snow* action.
15 U.S. Fire denied these claims.

16 C. After extensive negotiations, LensCrafters and U.S. Fire have reached a
17 settlement. Pursuant to the settlement, LensCrafters has agreed to dismiss its claims against U.S.
18 Fire with prejudice.

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THEREFORE, LensCrafters and U.S. Fire, by and through their attorneys of record, stipulate that LensCrafters may dismiss all claims against U.S. Fire *with prejudice*.

DATED: February 5, 2009

ORRICK, HERRINGTON & SUTCLIFFE LLP

By /s/ Richard DeNatale

Richard DeNatale

Attorneys for Plaintiffs

LENSCRAFTERS, INC. and EYEXAM OF CALIFORNIA, INC.

DATED: February 5, 2009

SQUIRE, SANDERS & DEMPSEY LLP

By /s/ Mark C. Goodman

Mark C. Goodman

Attorneys for Defendant

UNITED STATES FIRE INSURANCE COMPANY

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ORDER

Good cause appearing, IT IS HEREBY ORDERED that Plaintiffs LensCrafters, Inc. and EYEXAM of California, Inc.'s claims against Defendant United States Fire Insurance Company are *dismissed with prejudice*.

DATED: 2/6/09


UNITED STATES DISTRICT JUDGE