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6 Attorneys for Defendant
 NATIONWIDE MUTUAL INSURANCE COMPANY,
 7 erroneously sued herein as "AMCO INSURANCE COMPANY"

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10
 11 SWI-CO CONSTRUCTION, INC., a California) Case No. C 10-3122 PJH
 Corporation, SWI-CO CONSTRUCTION, a)
 12 California partnership and JOE SWICEGOOD,) **STIPULATION Re: PROPER PARTIES**
) **DEFENDANT; ~~PROPOSED~~ ORDER**
 13 Plaintiffs,)
)
 14 v.)
)
 15 AMCO INSURANCE COMPANY, and)
 DOES 1-20, inclusive,)
 16)
 Defendants.) Complaint Filed: June 21, 2010
 17)

18 **STIPULATION**

19 Plaintiffs SWI-CO CONSTRUCTION, INC., a California Corporation, SWI-CO
 20 CONSTRUCTION, a California partnership and JOE SWICEGOOD ("Plaintiffs") and Defendant
 21 Nationwide Mutual Insurance Company, designated by stipulation as "Doe Defendant One," and
 22 originally sued erroneously herein as "AMCO Insurance Company" ("Nationwide"), by and
 23 through their respective attorneys, stipulate and agree as follows:

- 24 1. The insurance policy at issue in the above-captioned litigation was issued to
 25 Plaintiffs by Nationwide, and therefore Nationwide is the proper party-defendant.
 26 2. The caption on all further pleadings and discovery will appear as it does
 27 hereinabove, and Nationwide's counsel will identify the Defendant as set forth above.

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1 3. Nationwide agrees that if AMCO Insurance Company, or any other insurance
2 company affiliated with the Nationwide or Allied “family” of insurance companies, had any
3 involvement in the issuance of any insurance policy or in the handling of any insurance claim at
4 issue in this litigation, then AMCO’s and/or such other insurance company’s files with respect
5 thereto will be produced in response to discovery requests propounded to Nationwide, and that
6 appropriate AMCO and other insurance company representatives will be made available for
7 deposition. Nationwide further agrees that it will not object to such deposition(s) or production of
8 documents on the ground that AMCO or such other insurance company is not a proper party to this
9 litigation.

10 4. Nationwide agrees that any discovery directed to, or that should be directed to,
11 AMCO Insurance Company or such other insurance company will be construed to be discovery
12 directed to Nationwide and will respond to such discovery, raising all appropriate objections
13 thereto, except that it will not object or refuse to respond on the ground that such discovery was or
14 should have been directed to AMCO Insurance Company or such other insurance company.

15 5. Nationwide agrees that any liability of AMCO Insurance Company or such other
16 insurance company for Plaintiffs’ damages, if any, determined in the above-captioned litigation,
17 will be construed to be Nationwide’s liability, and it will not object to the entry of judgment
18 against it on the ground that such judgment should be entered against AMCO Insurance Company
19 and/or such other insurance company; further Nationwide agrees to satisfy any such judgment.

20 6. Nationwide agrees further that should it be unable to satisfy any judgment entered
21 against it pursuant to this stipulation, then AMCO Insurance Company and/or such other insurance
22 company will satisfy the judgment.

23 7. Plaintiffs and Nationwide agree that at the time of trial the Court may inform the
24 jury that all parties agree that Nationwide is the proper party defendant and that the jury should not
25 draw any inference or presumption based on the reference to “AMCO Insurance Company” in the
26 caption of pleadings.

27 8. Plaintiffs and Nationwide agree that this Stipulation may be executed in identical
28 counterparts, which taken together shall constitute the complete Stipulation, and that a signature

1 provided by facsimile or e-mail transmission shall be of the same force and effect as the original of
2 such signature when submitted as part of the complete Stipulation.

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IT IS SO STIPULATED.

Dated: January 17, 2011

THE McLENNON LAW CORPORATION

By /s/ Marc. L. Sherman
Daniel F. McLennon
Marc L. Sherman
Attorneys for Plaintiffs
SWI-CO CONSTRUCTION, INC., a California
Corporation, SWI-CO CONSTRUCTION, a
California partnership and JOE SWICEGOOD

Dated: January 17, 2011

LEWIS BRISBOIS BISGAARD & SMITH LLP

By /s/ Stephen J. Liberatore
Julian J. Pardini
Stephen J. Liberatore
Attorneys for Defendant
NATIONWIDE MUTUAL INSURANCE COMPANY,
erroneously sued herein as
"AMCO INSURANCE COMPANY"

ORDER

It is so ordered.

Dated: January 21, 2011



Phyllis J. Hamilton
United States District Judge