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12 *Attorneys for Plaintiffs ESRA SEVER*, individually, and as parent and natural guardian of her
 13 minor children, A.S. and B.S.; *ESRA SEVER*, Personal Representative of the Estate Ahmet Cagri
 14 Sever, deceased; A.S., a minor, individually and as Successor-in-Interest to the Estate of Ahmet
 Cagri Sever, deceased, by her Guardian ad Litem Esra Sever; and B.S., a minor, individually and
 15 as Successor-in-Interest to the Estate of Ahmet Cagri Sever, deceased, by her Guardian ad Litem,
 Esra Sever.

16 **UNITED STATES DISTRICT COURT**
 17 **NORTHERN DISTRICT OF CALIFORNIA**

18 ESRA SEVER, individually, and as parent and
 19 natural guardian of her minor children, A.S. and
 B.S.; ESRA SEVER, Successor-in-Interest to,
 20 and Personal Representative of the Estate of
 Ahmet Cagri Sever, deceased; A.S., a minor,
 21 individually and as Successor-in-Interest to the
 Estate of Ahmet Cagri Sever, deceased, by her
 22 Guardian ad Litem Esra Sever; and B.S, a
 23 minor, individually and as Successor-in-Interest
 to the Estate of Ahmet Cagri Sever, deceased,
 24 by her Guardian ad Litem, Esra Sever.

25 Plaintiffs,

26 vs.
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CASE NO.: 4:18-cv-00584 HSG

**STIPULATION RE DISMISSAL
 BETWEEN Plaintiff, ESRA SEVER, et al.
 as Successor-In-Interest to the Estate of
 Ahmet Cagri Sever (deceased) and**

**ICON AIRCRAFT, INC.; MATTHEW
 WOODRUFF, an individual; KURT
 PARKER, an individual, EDWARD ELLIS
 KARKOW as Personal Representative of
 the Estate of Jon Karkow (deceased)**

Filed: 1/26/2018

1 ICON AIRCRAFT, INC.; MATTHEW
2 WOODRUFF, an individual; KURT PARKER,
3 an individual, EDWARD ELLIS KARKOW as
4 Personal Representative of the Estate of Jon
5 Karkow (deceased); and DOES 1 through 12,

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8 Defendants.

9 WHEREAS Plaintiffs, ESRA SEVER, individually, and as parent and natural guardian of
10 her minor children, A.S. and B.S.; ESRA SEVER, Successor-in-Interest to, and Personal
11 Representative of the Estate of Ahmet Cagri Sever, deceased; A.S., a minor, individually and as
12 Successor-in-Interest to the Estate of Ahmet Cagri Sever, deceased, by her Guardian ad Litem
13 Esra Sever; and B.S, a minor, individually and as Successor-in-Interest to the Estate of Ahmet
14 Cagri Sever, deceased, by her Guardian ad Litem, Esra Sever (collectively “Plaintiffs”), filed a
15 lawsuit arising out of the crash of an ICON AIRCRAFT, INC. (“ICON”) A5 amphibious Light
16 Sport Aircraft (S-LSA), registration N184BA, serial number 00007 (“the Accident Aircraft”) on
17 May 8, 2017 (“the Accident”);

18 WHEREAS Defendants MATTHEW WOODRUFF (“WOODRUFF”), an individual,
19 KURT PARKER (“PARKER”), an individual, and EDWARD ELLIS KARKOW as Personal
20 Representative of the Estate of Jon Karkow (deceased) (“KARKOW”), have requested that
21 Plaintiff voluntarily dismiss, without prejudice, the claims against them in the pending lawsuit,
22 pursuant to Fed. R. Civ. P. 41;

23 WHEREAS counsel for the Plaintiffs and counsel for WOODRUFF, PARKER,
24 KARKOW have authority to enter into this Stipulation on behalf of their respective clients;

25 WHEREAS in consideration of Plaintiffs’ dismissal without prejudice of Defendants
26 WOODRUFF, PARKER, and KARKOW;

27 **IT IS HEREBY STIPULATED AND AGREED** by and between the Plaintiffs and
28 Defendants ICON, WOODRUFF, and KARKOW:

1 1. Defendant ICON represents that it is not insolvent and it is covered by insurance in
2 excess of \$20,000,000 for the claims arising out of the Accident;

3 2. Defendant ICON represents that it is covered by insurance for the torts of its
4 employees, agents and servants, including but not limited to the acts and/or omissions of
5 MATTHEW WOODRUFF and JON KARKOW, in excess of \$20,000,000, for the claims arising
6 out of the Accident;

7 3. Defendant ICON agrees and stipulates that at the time of the Accident,
8 MATTHEW WOODRUFF and JON KARKOW were employees, agents and/or servants of, and
9 were acting for and/or on behalf of, ICON;

10 4. Defendant ICON stipulates and agrees that to the extent that any acts and/or
11 omissions of MATTHEW WOODRUFF and/or JON KARKOW caused and/or contributed to the
12 Accident, such acts and/or omissions occurred during the course and scope of their respective
13 employment and/or agency with ICON;

14 5. Defendant ICON agrees and stipulates that at the time of the Accident, ICON, its
15 employees, agents and servants were the operators of the Accident Aircraft;

16 6. Defendant ICON agrees and stipulates that at the time of the Accident, ICON had
17 possession and control of the Accident Aircraft and paid for all its operating expenses, including
18 fuel, crew, maintenance, and insurance;

19 7. Defendant ICON agrees and stipulates that at the time of the Accident, ICON
20 controlled the Accident Aircraft itinerary, flight plan, and destinations (including flight profiles,
21 take- off and landing locations);

22 8. Defendant ICON AIRCRAFT, INC. agrees and stipulates that to the extent that any
23 acts and/or omissions of MATTHEW WOODDRUFF, JON KARKOW, and/or KURT PARKER
24 caused and/or contributed to the crash of the Accident Aircraft on May 18, 2017, ICON
25 AIRCRAFT, INC. is jointly and severally liable for such acts and/or omissions to the extent
26 authorized by California law;

27 9. Defendant ICON agrees and stipulates that to the extent that any acts and/or
28 omissions of MATTHEW WOODDRUFF, JON KARKOW, and/or KURT PARKER caused

1 and/or contributed to the Accident, ICON is vicariously liable and/or contractually liable for such
2 acts and/or omissions;

3 10. Defendant ICON waives any defenses pursuant to Fed. R. Civ. P. 19 and Fed. R.
4 Civ. P. 20, and stipulates that it will not raise any defenses for failure to join WOODDRUFF,
5 KARKOW, and/or PARKER as necessary or indispensable parties;

6 11. Defendants ICON and KURT PARKER agree and stipulate to waive any defenses
7 pursuant to 46 U.S.C. §§ 30501 – 30512.

8 12. ICON, PARKER, WOODRUFF and KARKOW, agree that if it is required as a
9 matter of law that PARKER, WOODRUFF and/or KARKOW be named as a party to this action
10 by the named plaintiffs herein, that they hereby stipulate to waive any statute of limitation
11 defenses in any subsequent filing of a complaint (and/or stipulation to add one or more of these
12 persons as a defendant) by said plaintiffs arising out of the Accident. However, Plaintiffs agree
13 that any settlement of Plaintiffs' claims arising from the Accident will extinguish all claims and
14 liability for ICON, PARKER, WOODRUFF and KARKOW subject to a mutually agreeable
15 settlement agreement and release of all claims. ICON, PARKER, WOODRUFF and KARKOW
16 shall be included as releasees on any such settlement agreement. Further, any dismissal with
17 prejudice of ICON or any final verdict against ICON will serve to satisfy all claims and liability
18 for PARKER, WOODRUFF and KARKOW;

19 13. In exchange and in consideration for the stipulations and agreements in paragraphs
20 1 – 12 above, Plaintiffs agree to dismiss *without prejudice*, the claims against Defendants
21 WOODRUFF, PARKER, and KARKOW;

22 14. The claims against Defendant ICON will proceed and remain in this action.
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Dated: June 4, 2018

CONDON & FORSYTH LLP

By: /s/ David J. Harrington

DAVID J. HARRINGTON
SCOTT D. CUNNINGHAM
IVY L. NOWINSKI
Attorneys for Defendants
ICON AIRCRAFT, INC., ESTATE OF JON
KARKOW, MATTHEW WOODRUFF,
AND KURT PARKER

Dated: June 4, 2018

NELSON & FRAENKEL LLP
DANKO MEREDITH APC

By: /s/ Nicole Andersen


STUART FRAENKEL
NICOLE ANDERSEN
Attorneys for Plaintiff
ESRA SEVER, individually and on behalf of
A.S. and B.S. and the Estate of Ahmet Cagri
Sever

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ORDER

PURSUANT TO STIPULATION, IT IS HEREBY ORDERED that individual defendants Matthew Woodruff, Kurt Parker, and the Estate of Jon Karkow, by and through its personal representative Edward Ellis Karkow, are hereby dismissed from this action, without prejudice.

Date: June 6, 2018


Honorable Haywood S. Gilliam, Jr.
United States District Judge