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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MICHAEL R. MARCUS and VICTORIA L. MARCUS,

Plaintiffs,

vs.

AIR & LIQUID SYSTEMS CORPORATION,
et al.,

Defendants.

Case No.: 4:22-cv-09058-HSG

[Alameda County Superior Court Case No.:
22CV021840]

**PROVISIONAL STIPULATION OF
DISMISSAL WITH PREJUDICE:
INTERVENOR INSURERS ON
BEHALF OF THEIR SUSPENDED
INSURED PLANT PRODUCTS &
SUPPLY COMPANY; ORDER**

Courtroom: 02, 4th Floor

District Judge: Hon. Haywood S. Gilliam Jr.

Filed in State Court: November 15, 2022

Removed to NDCA: December 21, 2022

Trial Date: September 9, 2024.

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure Section
3 41(a)(1)(A)(i)(ii), Plaintiffs Michael R. Marcus and Victoria L. Marcus (“Plaintiffs”) and
4 INTERVENOR INSURERS ON BEHALF OF THEIR SUSPENDED INSURED PLANT
5 PRODUCTS & SUPPLY COMPANY (“Defendant”) hereby stipulate as follows:

6 1. On November 15, 2022, Plaintiffs filed their Complaint for Personal Injury and Loss
7 of Consortium – Asbestos in the Superior Court of the State of California, Couty of Alameda
8 Case No. 22CV021840.

9 2. On December 21, 2022, the above action was removed to the United States District
10 Court, Northern District of California, Case No. 4:22-09058.

11 3. On August 21, 2024, Plaintiffs and Defendant reached an agreement of all claims in
12 this action.

13 4. The terms of settlement are not yet perfected, but Plaintiffs and Defendant agree that
14 this matter should not be litigated due to the agreed-upon resolution.

15 Based on the foregoing facts, Plaintiffs and Defendant stipulate and agree to the
16 following:

17 This Court should conditionally dismiss this Action in its entirety against
18 INTERVENOR INSURERS ON BEHALF OF THEIR SUSPENDED INSURED PLANT
19 PRODUCTS & SUPPLY COMPANY, only, with prejudice. As the terms of settlement are not
20 yet perfected, this Court will retain jurisdiction over the matter for sixty (60) days.

21 DATED: August 22, 2024

Maune Raichle Hartley French & Mudd LLC

22 By:  _____

23 Rabiah N. Oral
24 Attorney for Plaintiffs

1 DATED: August 27, 2024

BERKES CRANE SANTANA & SPANGLER LLP

2 By: K. Lynn Finateri Silbiger

3 Viiu Spangler

4 K. Lynn Finateri Silbiger

5 Rebecca A. Bellow

6 Attorneys for Intervenor Insurers on Behalf
7 of Their Suspended Insured Plant Products
8 & Supply Company

9 **LOCAL RULE 5-1(i)(3) SERVICE AND FILING OF PLEADINGS AND OTHER**
10 **PAPERS**

11 In accordance with L.R5-1(i)(3), I, Rabiah N. Oral, attest that all signatories identified
12 above, and on whose behalf the filing is submitted, concur in the filing's content and have
13 authorized the filing.

14 DATED: August 22, 2024

15 By: 

16 Rabiah N. Oral, Esq.

17 Attorney for Plaintiffs

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ORDER

Having read and considered the foregoing stipulation of parties, and good cause appearing:

PURSUANT TO STIPULATION, IT IS SO ORDERED that INTERVENOR INSURERS ON BEHALF OF THEIR SUSPENDED INSURED PLANT PRODUCTS & SUPPLY COMPANY, only, is conditionally dismissed with prejudice from this Action in its entirety. Perfection of the terms of the settlement is to be completed within 60 days of this signed Order. The Court shall retain jurisdiction for 60 days from the date of this signed Order.

IT IS SO ORDERED.

DATED: 8/28/2024


Hon. Haywood S. Gilliam, Jr.
UNITED STATES DISTRICT COURT JUDGE