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13 NATIONAL UNION FIRE INSURANCE
14 COMPANY OF PITTSBURGH, PA

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA -- SAN JOSE DIVISION

GENESIS INSURANCE COMPANY,
Plaintiff and Counter-Defendant,
vs.

MAGMA DESIGN AUTOMATION, INC.,
Defendant and Counter-Claimant.

CASE NO. 5:06-CV-05526 EJD

**STIPULATION AND ORDER
DISCHARGING SUPERSEDEAS
BOND**

[Bond No. 94-44-47]

AND RELATED THIRD PARTY ACTION

WHEREAS, on March 2, 2011, the Court in the above-entitled action entered Judgment in the favor of Plaintiff Genesis Indemnity Company, and against Defendant National Union Fire Insurance Company of Pittsburgh, PA (“National Union”), in the amount of \$6,306,848.64 (Six million, three hundred six thousand, eight hundred forty-eight and six four) (Civil Docket Document No. [“Doc. No.”] 200) (the “Judgment”); and

1 **WHEREAS**, on March 14, 2011, National Union posted Supersedeas Bond No. 94-
2 44-47 in the amount of \$6,350,000, executed by the Insurance Company of the State of
3 Pennsylvania as surety (“the Supersedeas Bond”) (Doc. No. 201); and

4 **WHEREAS**, on April 1, 2011, National Union filed a Notice of Appeal (Doc. No.
5 202) from the Judgment, and said appeal was docketed as Appeal No. 11-15800 in the
6 United States Court of Appeal for the Ninth Circuit; and

7 **WHEREAS**, on February 5, 2013, the Ninth Circuit Court of Appeal issued its
8 memorandum decision in Appeal No. 11-15800 (Doc. No. 208), reversing the Judgment in
9 favor of Genesis, and remanding the matter to the district court with instructions for further
10 proceedings;

11 **WHEREAS**, on February 28, 2013, the Ninth Circuit Court of Appeal issued the
12 formal mandate in Appeal No. 11-15800, pursuant to Rule 41(a) of the Federal Rules of
13 Appellate Procedure;

14 **NOW THEREFORE**, Genesis and National Union hereby stipulate and agree that
15 the Supersedeas Bond is no longer necessary, and should be discharged, and by this
16 stipulation hereby request that this Court issue an Order discharging the Supersedeas
17 Bond, and releasing the Insurance Company of the State of Pennsylvania and its parents,
18 affiliates and subsidiaries from any and all past, present and future liability in connection
19 with the issuance of the Supersedeas Bond.

20 The Parties further stipulate and agree that all parties reserve all rights with regard
21 to National Union’s claim to recover costs on appeal, and by entering into this stipulation,
22 no party waives any rights with regard to such costs.

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1 DATED: March 4, 2013

THOMPSON, LOSS & JUDGE

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By: /s/ Lewis K. Loss
Lewis K. Loss, Esq.
Attorneys for Plaintiff/Counter-Claim Defendant
GENESIS INSURANCE COMPANY

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7 DATED: March 4, 2013

FARRELLA BRAUN & MARTEL LLP.

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By: /s/ Dennis M. Cusack
Dennis M. Cusack, Esq.
Attorneys for Defendant/Cross-
Defendant/Counter-Claimant Third-Party
Plaintiff
MAGMA DESIGN AUTOMATION, INC.

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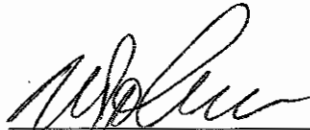
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14 DATED: March 5, 2013

LEWIS BRISBOIS BISGAARD & SMITH LLP

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By: 
Glenn A. Friedman
Michael K. Johnson
Attorneys for Third-Party Defendants
NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA

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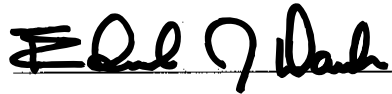
ORDER

Pursuant to and based upon the foregoing Stipulation of the parties to discharge Supersedeas Bond No. 94-44-47 in the amount of \$6,350,000, executed by the Insurance Company of the State of Pennsylvania, and posted by National Union to stay execution of the Court's judgment in this action pending resolution of Appeal No. 11-15800,

THE COURT HEREBY ORDERS AND ADJUDGES that the Supersedeas Bond is no longer required, and it is hereby fully and unconditionally discharged, released and exonerated, and Insurance Company of the State of Pennsylvania and its parents, affiliates and subsidiaries are hereby released from any and all past, present or future liability in connection with the issuance of the Supersedeas Bond.

IT IS SO ORDERED.

Dated: 3/7, 2013



United States District Court