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E-Filed 9/24/08

6 Attorneys for Counterdefendant,
 UNITED STATES LIABILITY
 7 INSURANCE COMPANY

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE)

11 PHILADELPHIA INDEMNITY
 INSURANCE COMPANY, a
 12 Pennsylvania Corporation,
 13 Plaintiff,
 14 vs.
 15 SALINAS GOLF and COUNTRY
 CLUB, Inc., a California corporation,
 16 and RUSSELL BAAR, an individual,
 17 Defendants.

CASE NO. C08 01773 JF
**STIPULATION TO CONTINUE
 HEARING OF MOTION FOR
 DISMISSAL AND [PROPOSED]
 ORDER**

Date: September 26, 2008
 Time: 9:00 a.m.
 Crtrm: 3

18 SALINAS GOLF and COUNTRY
 19 CLUB, Inc., a California corporation,
 20 Counterclaimant,
 21 vs.
 22 PHILADELPHIA INDEMNITY
 INSURANCE COMPANY, a
 23 Pennsylvania corporation; and UNITED
 STATES LIABILITY INSURANCE
 24 COMPANY, a Pennsylvania
 corporation,
 25 Counterdefendants.
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1 WHEREAS, counterclaimant SALINAS GOLF and COUNTRY CLUB
2 ("Salinas") and counterdefendant UNITED STATES LIABILITY INSURANCE
3 COMPANY ("USLI") have orally agreed upon a settlement and are currently in the
4 process of completing and documenting their agreement;

5 The parties to the counterclaim herein, by their respective attorneys, hereby agree
6 and stipulate that USLI'S Motion for Dismissal of Counterclaim and, in the Alternative,
7 Motion for More Definite Statement pursuant to FRCP 12(b)(6) and 12(e) be continued
8 for a period of approximately 30 days to a date convenient to the Court to allow for
9 completion of the settlement and dismissal of the Counterclaim.

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11 DATED: September 19, 2008. **MURCHISON & CUMMING, LLP**

12
13 By: Carolyn A. Mathews
14 Bryan M. Weiss
15 Carolyn A. Mathews
16 Attorneys for Counterdefendant,
UNITED STATES LIABILITY
INSURANCE COMPANY

17 DATED: September ___, 2008. **WILLOUGHBY, STUART & BENNING,
18 INC.**

19
20 By: _____
21 Ellyn Elizabeth Nesbit
22 Attorneys for Countercomplainant,
SALINAS GOLF AND COUNTRY
CLUB, INC.

23 DATED: September ___, 2008. **SEGWICK, DETERT, MORAN &
24 ARNOLD, LLP**

25
26 By: _____
27 Brian David Harrison
28 Attorneys for Counterdefendant,
PHILADELPHIA INDEMNITY
INSURANCE COMPANY

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DATED: September 19, 2008. MURCHISON & CUMMING, LLP

By: Carolyn A. Mathews
 Bryan M. Weiss
 Carolyn A. Mathews
 Attorneys for Counterdefendant,
 UNITED STATES LIABILITY
 INSURANCE COMPANY

DATED: September 19, 2008. WILLOUGHBY, STUART & BENNING,
 INC.

By: Ellyn Elizabeth Nesbit
 Ellyn Elizabeth Nesbit
 Attorneys for Countercomplainant,
 SALINAS GOLF AND COUNTRY
 CLUB, INC.

DATED: September __, 2008. SEGWICK, DETERT, MORAN &
 ARNOLD, LLP

By: _____
 Brian David Harrison
 Attorneys for Counterdefendant,
 PHILADELPHIA INDEMNITY
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By: *Carolyn A. Mathews*
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 Carolyn A. Mathews
 Attorneys for Counterdefendant,
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By: _____
 Ellyn Elizabeth Nesbit
 Attorneys for Countercomplainant,
 SALINAS GOLF AND COUNTRY
 CLUB, INC.

DATED: September 19, 2008. SEGWICK, DETERT, MORAN &
 ARNOLD, LLP

By: *Brian David Harrison*
 Brian David Harrison
 Attorneys for Counterdefendant,
 PHILADELPHIA INDEMNITY
 INSURANCE COMPANY

O R D E R

Pursuant to the Stipulation of the parties, the hearing of Counterdefendant UNITED STATES LIABILITY INSURANCE COMPANY's Motion for Dismissal and, in the Alternative, for a More Definite Statement Pursuant to FRCP 12(b)(6) and 12(e), is continued to October 31, 2008 at 9:00 a.m. in Courtroom 3 of this Court.

DATED: 9/24/08


HONORABLE JEREMY FOGEL
UNITED STATES DISTRICT JUDGE

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