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8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

10	TWIN CITY FIRE INSURANCE	)	CASE NO.: 5:10-CV-00441-RS
11	COMPANY,	)	
12	Plaintiff,	)	STIPULATION AND <del>PROPOSED</del>
13	vs.	)	ORDER TO DISMISS CASE WITH
14	LIBERTY SURPLUS INSURANCE	)	PREJUDICE
15	CORPORATION,	)	
16	Defendant.	)	<b>Trial: April 11, 2011</b>
		)	<b>Hon. Richard Seeborg</b>

17 Plaintiff Twin City Fire Insurance Company (“Plaintiff”) and defendant Liberty Surplus  
 18 Insurance Corporation (“Defendant”), by and through counsel, stipulate and agree that in accordance  
 19 with a settlement reached between the parties and pursuant to FRCP 41, this matter shall be  
 20 dismissed with prejudice, each party to bear its own fees and costs.

21 IT IS SO AGREED.

22  
 23 DATED: October 29, 2010

MORALES, FIERRO & REEVES

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 25 By: /s/Curtis R. Ogilvie  
 26 RAMIRO MORALES  
 27 CURTIS R. OGILVIE  
 Attorneys for Plaintiff, TWIN CITY FIRE  
 28 INSURANCE COMPANY

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DATED: October 28, 2010

BURNHAM BROWN

By: David H. Waters  
DAVID H. WATERS  
Attorney for Defendant, LIBERTY SURPLUS  
INSURANCE CORPORATION

The Court, the Honorable Richard Seeborg presiding, having considered the stipulation of the parties, and good cause appearing, orders that this matter is dismissed with prejudice.

IT IS SO ORDERED.

Dated: November 1, 2010

  
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The Hon. Richard Seeborg