

1 LINDA WENDELL HSU (SBN 162971)
 2 JEFFREY B. SODERBORG (SBN 264666)
 3 SELMAN BREITMAN LLP
 33 New Montgomery, Sixth Floor
 4 San Francisco, CA 94105
 Telephone: (415) 979-0400
 Facsimile: (415) 979-2099

5 Attorneys for Plaintiff
 6 SCOTTSDALE INSURANCE COMPANY

7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

Selman Breitman LLP
 ATTORNEYS AT LAW

11 SCOTTSDALE INSURANCE COMPANY,
 12 Plaintiff,
 13 v.
 14 ADVENT, INC.; ADVENT COMPANIES,
 15 INC.; ADVENT CONSTRUCTION
 16 MANAGEMENT, a business
 17 organization form unknown;
 18 GLOBAL PREMIER DEVELOPMENT,
 19 INC.; JEROME KIELTY aka JERRY
 20 KIELTY; MIL ASPEN ASSOCIATES,
 21 L.P.; MT. HAWLEY INSURANCE CO.;
 22 LANDMARK AMERICAN INS. CO;
 NAVIGATOR'S SPECIALTY INSURANCE
 CO.; NATIONAL UNION FIRE INS.
 CO. OF PITTSBURGH; FIRST MERCURY
 INS. CO.; and DOES 1 through 50,
 inclusive,
 Defendants.

CASE NO. CV-10-1342
 STIPULATION AND ~~PROPOSED~~ ORDER
 FOR DEFENDANT GLOBAL PREMIER
 DEVELOPMENT, INC. TO BE BOUND BY
 JUDGMENT

Complaint Filed: March 29,
 2010

23 Plaintiff SCOTTSDALE INSURANCE COMPANY ("SCOTTSDALE") and
 24 Defendant GLOBAL PREMIER DEVELOPMENT, INC. ("GLOBAL") hereby
 25 stipulate as follows:

- 26 1. SCOTTSDALE issued Policy No. BCS0016240 (the
 27 "SCOTTSDALE policy") to named insured Pacific Structures with
 28 coverage effective November 20, 2007 to November 20, 2009.

1 2. On or about March 27, 2009, JERRY KIELTY filed a
2 judicial form complaint against ADVENT, INC., D.F. Rios, Foothill
3 Fire, Pacific Structures, GLOBAL and MIL ASPEN for personal
4 injury (Santa Clara County Superior Court Action No. 1-08-CV-
5 122946—the "*Kielty Action*").

6 3. GLOBAL tendered defense and indemnity of the *Kielty*
7 *Action* to SCOTTSDALE contending to qualify as an additional
8 insured under the SCOTTSDALE policy. SCOTTSDALE agreed to
9 participate in the defense of and is currently participating in
10 the defense of GLOBAL pursuant to a full reservation of rights.

11 4. Plaintiff SCOTTSDALE brought this Declaratory Relief
12 and action entitled *Scottsdale Insurance Company v. Advent, et*
13 *al.*, Northern District Court Case Number CV 10 1342 (the
14 "*Scottsdale Action*") for judicial declarations that SCOTTSDALE
15 has no duty to defend GLOBAL in the *Kielty Action*, SCOTTSDALE has
16 no duty to indemnify GLOBAL in the *Kielty Action*, reimbursement
17 from GLOBAL for defense fees and costs paid by SCOTTSDALE with
18 respect to claims or causes of action which were never
19 potentially covered by the SCOTTSDALE policy, and reimbursement
20 from GLOBAL of any indemnity payments made by SCOTTSDALE with
21 respect to damages, claims or allegations which are not covered
22 by the SCOTTSDALE policy.


23 1. Defendant GLOBAL stipulates that it will be bound by
24 the judgment entered in the *Scottsdale Action*, for purposes of
25 any potential rights they may have or hereafter obtain,
26 including, but not limited to rights as a judgment creditor,
27 against SCOTTSDALE.

28 2. Upon GLOBAL's signature to this stipulation, SCOTTSDALE

1 agrees to dismiss its complaint against GLOBAL and without
2 prejudice. Both parties waive costs.

3 IT IS SO STIPULATED:


4 DATED: 8/13/10 SELMAN BREITMAN LLP

5
6 By: 
7 LINDA WENDELL HSU
8 JEFFREY B. SODERBORG
9 Attorneys for Plaintiff
10 SCOTTSDALE INSURANCE COMPANY

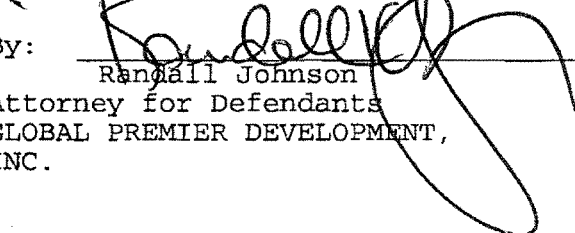
11 DATED: Aug 3, 2010 
12 GLOBAL PREMIER DEVELOPMENT,
13 INC.

14 APPROVED AS TO FORM BY COUNSEL:

15 DATED: 8/13/10 SELMAN BREITMAN, LLP

16
17 By: 
18 LINDA WENDELL HSU
19 Attorneys for Plaintiff
20 SCOTTSDALE INSURANCE COMPANY

21 DATED: 8-3-10 JOHNSON & ASSOCIATES

22 By: 
23 Randall Johnson
24 Attorney for Defendants
25 GLOBAL PREMIER DEVELOPMENT,
26 INC.

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28 //

Selman Breitman LLP
ATTORNEYS AT LAW

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IT IS SO ORDERED:

DATED: November 12, 2010

By: Lucy H. Koh
LUCY H. KOH
UNITED STATES DISTRICT JUDGE