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SCOTTSDALE INSURANCE COMPANY
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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11 SCOTTSDALE INSURANCE COMPANY,

12 Plaintiff,

13 v.

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

21 Defendants.
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CASE NO. CV-10-1342

STIPULATION AND ~~{PROPOSED}~~ ORDER
FOR DEFENDANT LANDMARK AMERICAN
INSURANCE COMPANY TO BE BOUND BY
JUDGMENT

Complaint Filed: March 29,
2010

23 Plaintiff SCOTTSDALE INSURANCE COMPANY ("SCOTTSDALE") and
24 Defendant LANDMARK AMERICAN INSURANCE COMPANY ("LANDMARK") 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., ADVENT COMPANIES,
3 INC., ADVENT CONSTRUCTION MANAGEMENT, (collectively "ADVENT")
4 D.F. Rios, Foothill Fire, Pacific Structures, GLOBAL and MIL
5 ASPEN for personal injury (Santa Clara County Superior Court
6 Action No. 1-08-CV-122946--the "*Kielty Action*").

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

12 4. Defendant LANDMARK issued a policy of insurance naming
13 ADVENT as an insured.

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

26 6. Defendant LANDMARK stipulates that it will be bound by
27 the judgment entered in the *Scottsdale Action*, for purposes of
28 any potential rights they may have or hereafter obtain,

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hereafter obtain, including, but not limited to rights as a judgment creditor, against SCOTTSDALE.

7. Upon LANDMARK's signature to this stipulation, SCOTTSDALE agrees to dismiss its complaint against LANDMARK and without prejudice. Both parties waive costs.

IT IS SO STIPULATED:

DATED: 8/17/2010

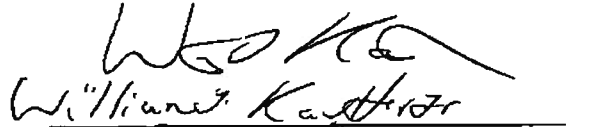
SELMAN BREITMAN LLP

By:



LINDA WENDELL HSU
JEFFREY B. SODERBORG
Attorneys for Plaintiff
SCOTTSDALE INSURANCE COMPANY

DATED:



William K. Kattner
VP of Claims
LANDMARK AMERICAN INSURANCE
COMPANY

IT IS SO ORDERED:

DATED: November 12, 2010

By:



LUCY H. KOH
UNITED STATES DISTRICT JUDGE