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7 Attorneys for Defendants  
 8 WELLS FARGO BANK, N.A. and  
 WELLS FARGO INSURANCE, INC.

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

12 PATRICK URSOMANO, GIOVANNI  
 13 CANONICO, and URSULA CANONICO,  
 individually and on behalf of all others  
 14 similarly situated

15 Plaintiffs,

16 vs.

17 WELLS FARGO BANK, N.A., WELLS  
 FARGO INSURANCE, INC., ASSURANT,  
 18 INC., AMERICAN SECURITY  
 INSURANCE COMPANY

19 Defendants.  
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Case No. 3:13-cv-04381-JD

**STIPULATION OF VOLUNTARY  
 DISMISSAL; [PROPOSED] ORDER**

22 Plaintiffs Giovanni Canonico, Ursula Canonico, and Patrick Ursomano (together  
 23 “Plaintiffs”), and Wells Fargo Bank, N.A., Wells Fargo Insurance, Inc., Assurant, Inc., and  
 24 American Security Insurance Company (together “Defendants”), through their attorneys of record,  
 25 hereby agree and stipulate as follows:

26 A. Whereas, this case was commenced by Giovanni Canonico and Ursula Canonico  
 27 when they filed their complaint on September 20, 2013, and Patrick Ursomano was added as a  
 28 plaintiff when the First Amended Class Action Complaint was filed on October 4, 2013 (the

1 “Complaint.”)

2 B. Whereas, in the Complaint, Plaintiffs make certain allegations against Defendants  
3 relating to Defendants’ residential hazard insurance requirements and practices which allegations  
4 Plaintiffs purported to assert both individually and on behalf of a nationwide class and a California  
5 class of plaintiffs;

6 C. Whereas, Defendants denied that their actions were wrongful in any respect with  
7 regard to Plaintiffs and any putative class;

8 D. Whereas, court approval of a settlement, voluntary dismissal or compromise under  
9 Federal Rule of Civil Procedure 23(e) is required only for “certified class” actions and the  
10 Advisory Committee Notes for Rule 23(e) state that court approval is required only if “the claims,  
11 issues, or defenses of a certified class are resolved by a settlement, voluntary dismissal, or  
12 compromise,” rejecting the view that court approval is required for settlements “with putative  
13 class representatives that resolve[] only individual claims.” *See* Rule 23 Advisory Committee  
14 Notes, 2003 Amendments.

15 E. Whereas, Plaintiffs have never brought a motion to certify any class in this case and  
16 the Court has never certified any class in this case under Federal Rule of Civil Procedure 23;

17 F. Whereas, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), a plaintiff  
18 may dismiss an action by filing a stipulation of dismissal signed by all parties who have appeared;

19 G. Whereas, the parties have reached a settlement of Plaintiffs’ individual claims  
20 against Defendants in which the Plaintiffs’ individual claims will be dismissed with prejudice and  
21 the members of any putative class will be dismissed without prejudice;

22 **NOW, THEREFORE, THE PARTIES HEREBY STIPULATE THAT:**

23 All of the individual claims and allegations brought by Giovanni Canonico, Ursula  
24 Canonico, and Patrick Ursomano against Wells Fargo Bank, N.A., Wells Fargo  
25 Insurance, Inc., Assurant, Inc., American Security Insurance Company, or any of  
26 them, are hereby dismissed with prejudice. All claims and allegations of any  
27 putative class members are hereby dismissed without prejudice.

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**IT IS SO STIPULATED.**

DATED: November 12, 2014

SEVERSON & WERSON  
A Professional Corporation

By: /s/ Michael J. Steiner  
Attorneys for Defendants  
WELLS FARGO BANK N.A. and  
WELLS FARGO INSURANCE, INC.

DATED: November 12, 2014

CARLTON FIELDS JORDEN BURT

By: /s/ Frank G. Burt  
Attorneys for Defendants  
ASSURANT, INC. and  
AMERICAN SECURITY INSURANCE GROUP  
INC.

DATED: November 12, 2014

KESSLER TOPAZ MELTZER & CHECK LLP

By: /s/ Peter A. Muhic  
Attorneys for Plaintiffs  
GIOVANNI CANONICO  
URSULA CANONICO  
PATRICK URSOMANO

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**[PROPOSED] ORDER**

Pursuant to Rule 23(e) and Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure and pursuant to the stipulation of the parties, Giovanni Canonico, Ursula Canonico and Patrick Ursomano’ s individual claims are hereby dismissed with prejudice and the claims of the putative class members are hereby dismissed without prejudice.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2014

\_\_\_\_\_  
**HON. JAMES DONATO**  
UNITED STATES DISTRICT JUDGE

