

Stephen R. Cornwell

From: Yer Xiong
Sent: Monday, March 10, 2014 4:16 PM
To: Stephen R. Cornwell
Subject: t/c from Joe Cooper re LeDUC

T/C from Joe Cooper, 442-1650 / returning your call from last week. he's been out of the office until today.

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Friday, March 06, 2015 2:42 PM
To: joe@coopllp.com
Subject: LeDuc

Joe

Can you share anything with me. I am setting the depo of the agent. Can you get the name for me. O-wise we will go with the manager.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

REDACTED

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Friday, March 06, 2015 2:45 PM
To: Stephen R. Cornwell
Cc: Sylvia
Subject: RE: LeDuc

Will try and track down. Sylvia will provide what we get. J

Joseph D. Cooper Sr
Cooper & Cooper
7519 N. Ingram Suite103
Fresno, Cal. 93711
Phone: 559-442-1650
Fax : 559-442-1659
joe@coopllp.com

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Friday, March 06, 2015 2:42 PM
To: Joe Cooper
Subject: LeDuc

Joe

Can you share anything with me. I am setting the depo of the agent. Can you get the name for me. O-wise we will go with the manager.

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(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, April 15, 2015 7:18 PM
To: joe@coopllp.com; Greg Mason
Subject: Abby/LeDuc
Attachments: 2015_04_15_19_17_10.pdf

Here is what I had in mind for the next depo. Please offer any comments.

Set the deposition of Nancy Morfin of Academy West Insurance. She works in the Kings Canyon office. Set the deposition at her office.

Ask her to bring or make available for inspection:

1. the Manual for Insurance Agents writing coverages
2. All documents relating to the placement of coverage for commercial vehicles by agents of Academy West
3. All documents relating to the placement of coverages for Manual Guerra for insurance with Infinity Insurance.
4. A copy of all information on each and every screen on your computer regarding the placement of coverage at any time for Manual Guerra.
5. All notes included in the computer for the placement of coverage at any time for Manual Guerra.
6. A copy of the website for Infinity Insurance that is used by Academy West Insurance to place coverages with Infinity Insurance.
7. All documents maintained by Academy West Insurance for use by agents writing coverages mandated by California law for commercial vehicles.

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, May 05, 2015 6:01 PM
To: joe@coopllp.com
Cc: Yer Xiong; Lisa Quiroz
Subject: LeDuc

Defendants Guerra and Canchola filed a Motion to Strike 2nd Amended Complaint. The Court denied their motion and ordered them to file an answer by April 20. I don't think we got an answer. Please let me know your thinking Joe.

Stephen R. Cornwell
Cornwell & Sample
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(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Philip McDaniel <philip.mcdaniel@wtllaw.com>
Sent: Tuesday, May 19, 2015 3:54 PM
To: Joe Cooper
Cc: Ryan McCarthy; greg.mason@mccormickbarstow.com; Stephen R. Cornwell; Georgina.Hernandez@mccormickbarstow.com; David Weinstein
Subject: RE: LeDuc - inspection of Dodge truck on 5/27

Thanks for the reply, Joe. Please notify us as soon as the vehicle is released to your client, so we can make arrangements for an inspection and ensure the evidence is preserved.

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Tuesday, May 19, 2015 5:36 PM
To: Philip McDaniel
Cc: Ryan McCarthy; greg.mason@mccormickbarstow.com; Stephen R. Cornwell; Georgina.Hernandez@mccormickbarstow.com; David Weinstein
Subject: RE: LeDuc - inspection of Dodge truck on 5/27

Phillip:

We do not have possession. The vehicle still has not been released to my client. Once we have possession, we will provide a limited amount of time for everyone to inspect. We are amenable o a protective order with some parameters, such as the parties who want the vehicle to remain available after inspection will need to pay storage.

Joe

Joseph D. Cooper Sr
Cooper & Cooper
7519 N. Ingram Suite103
Fresno, Cal. 93711
Phone: 559-442-1650
Fax : 559-442-1659
joe@coopllp.com

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Tuesday, May 19, 2015 2:50 PM
To: Joe Cooper
Cc: Ryan McCarthy; greg.mason@mccormickbarstow.com; Stephen R. Cornwell; Georgina Hernandez (Georgina.Hernandez@mccormickbarstow.com); David Weinstein
Subject: LeDuc - inspection of Dodge truck on 5/27

Joe –

As a follow up to the attached letter I sent yesterday, may we schedule an inspection of Mr. Guerra's Dodge truck for the morning of May 27th?

Thanks,

Philip

Philip R. McDaniel
Weinstein Tippetts & Little LLP
7500 San Felipe, Suite 500
Houston, Texas 77063

Phone: (713) 244-0808

Fax: (713) 244-0801

philip.mcdaniel@wtllaw.com

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Sunday, May 24, 2015 6:27 AM
To: 'Philip McDaniel'; joe@coopllp.com
Cc: Yer Xiong; Lisa Quiroz; countrywinegirl@gmail.com
Subject: RAM 3500

What is the plan with respect to the inspection of the truck?

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Yer Xiong

From: Philip McDaniel <philip.mcdaniel@wtllaw.com>
Sent: Tuesday, May 26, 2015 10:37 AM
To: Stephen R. Cornwell; joe@coopllp.com
Cc: Yer Xiong; Lisa Quiroz; countrywinegirl@gmail.com; Ryan McCarthy
Subject: RE: RAM 3500
Attachments: RE: LeDuc - inspection of Dodge truck on 5/27

The DA has not released the vehicle to Mr. Guerra. Joe will notify us as soon as it has been released, and then I will send a letter regarding my consultant's availability for an inspection. See the attached email chain.

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Sunday, May 24, 2015 8:27 AM
To: Philip McDaniel; joe@coopllp.com
Cc: Yer Xiong; Lisa Quiroz; countrywinegirl@gmail.com
Subject: RAM 3500

What is the plan with respect to the inspection of the truck?

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(559) 436-1135 (fax)

Yer Xiong

From: Yer Xiong
Sent: Monday, June 01, 2015 10:30 AM
To: 'crgdanelaw@sbcglobal.net'; 'ryan.mccarthy@bowmanandbrooke.com'; 'anne.hanna@sjo.bowmanandbrooke.com'; 'joe@coopllp.com'; 'greg.mason@mccormickbarstow.com'; 'david.weinstein@wtllaw.com'; 'philip.mcdaniel@wtllaw.com'
Cc: Linda Cunha
Subject: CAL LeDuc vs. General Motors Corporation
Attachments: CRMC Visitor Map 6-12.pdf

Directions re deposition location of Dr. Bilello for June 9.

From: Marie DiStefano [mailto:MDiStefano@communitymedical.org]
Sent: Thursday, May 28, 2015 4:05 PM
To: Yer Xiong
Subject: CAL LeDuc vs. General Motors Corporation

Here you go!

Attached is a map of CRMC. You will come in to main hospital entrance (off R Street). **Community Regional Medical Center 2823 Fresno St., Fresno, CA 93721.**

- The UCSF Dept. of Surgery is located on the main lobby floor.
- After passing the Information desk, take a left at the first corridor (just before the Café)
- Continue down the corridor, passing a Men's & Women's restroom (on your left)
- Pass the Admitting Dept. Lobby, and then we are the 2nd door on the left.
- THE SIGN READS: UCSF DEPT. OF SURGERY

Marie DiStefano

Site Coordinator, Surgery Clerkship
Administrative Assistant to Drs. Adelaja, Bilello, Dominic, Kwok, Sue & Wolfe



Community Regional Medical Center

Dept. of Surgery, 1st Floor
2823 Fresno St., Fresno, CA 93721

☎: (559) 459.4090 In-House x34090

📠: (559) 459.3719 In-House x33719

✉: mdistefano@communitymedical.org

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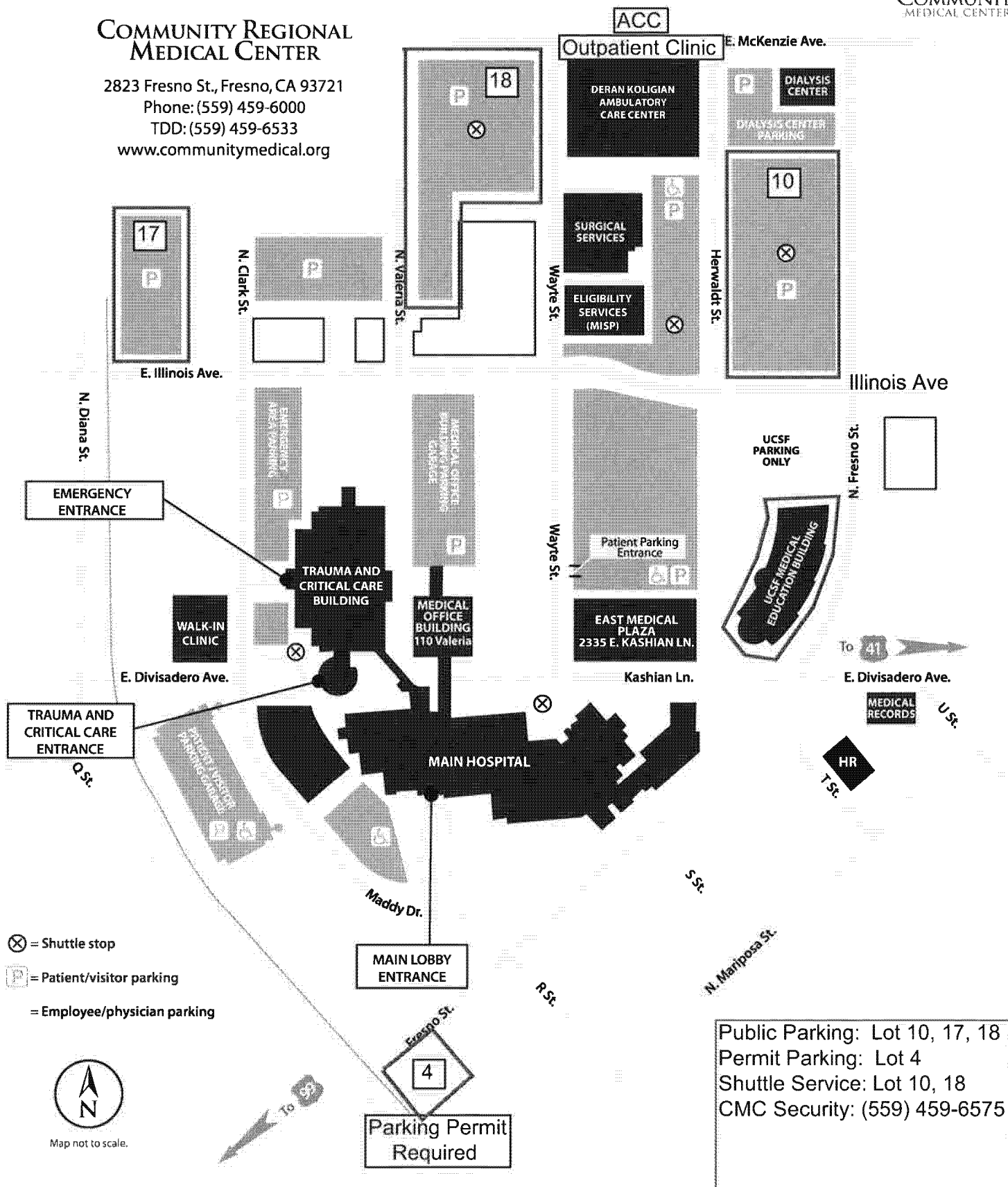
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COMMUNITY



COMMUNITY REGIONAL MEDICAL CENTER

2823 Fresno St., Fresno, CA 93721
 Phone: (559) 459-6000
 TDD: (559) 459-6533
www.communitymedical.org



Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, July 23, 2015 10:27 AM
To: joe@coopllp.com
Cc: Linda Cunha
Subject: Abby

We served Academy West for inspection of the Infinity web site. We tried to serve Infinity's agent for service of process but they refused to accept it. Can you please advise them of the upcoming deposition by providing it to the claims person. Please let me know.

Steve

Stephen R. Cornwell
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(559) 436-1135 (fax)

Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Thursday, August 13, 2015 11:58 AM
To: Stephen R. Cornwell; Yer Xiong
Cc: Ann Scoleri; Philip McDaniel (philip.mcdaniel@wtllaw.com);
greg.mason@mccormickbarstow.com; joe@coopllp.com
Subject: Leduc v NUMMI/QSS, et al. - status of Academy West PMQ depo on 8/17

Is it a go at their office (5510 E. Kings Canyon)? Please let us know, thank you.

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

Bowman and Brooke LLP

1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, November 02, 2015 4:23 PM
To: Ryan A. McCarthy; joe@coopllp.com
Subject: Dodge

Where are we on examining the pickup and seeing about it having a chip?

Stephen R. Cornwell
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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Sunday, November 08, 2015 3:58 PM
To: joe@coopllp.com; Ryan A. McCarthy; 'Philip McDaniel'
Subject: FW: LeDuc v. Guerra et al. Stipulation to release truck

My expert is available No 6 to 16. If this doesn't work give us other dates or lets just pickone out in December.

Stephen R. Cornwell
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(559) 436-1135 (fax)

From: Dbtuft [mailto:deantuft@sbcglobal.net]
Sent: Wednesday, November 04, 2015 12:19 PM
To: Stephen R. Cornwell
Subject: Re: LeDuc v. Guerra et al. Stipulation to release truck

Nov 6-16 I am open any day.

Sent from my iPhone

On Nov 3, 2015, at 4:56 PM, Stephen R. Cornwell <Steve@CornwellSample.com> wrote:

We need to examine the truck in LeDuc. Please give me some dates.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
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(559) 431-3142
(559) 436-1135 (fax)

From: Valerie Velasco [mailto:valerie@coopllp.com]
Sent: Tuesday, November 03, 2015 10:20 AM
To: greg.mason@mccormickbarstow.com; ryan.mccarthy@bowman-brooke.com; Stephen R. Cornwell
Cc: Allisa Albalos; Sylvia
Subject: LeDuc v. Guerra et al. Stipulation to release truck

Hello Counsel,

I have attached a stipulation that was requested by the district attorney's office for the release of the truck that was owned by Mr. Guerra. Please sign and date the stipulation and we will provide it to the DA's office.

We need to conduct the inspection prior to the release and can do it where the truck is currently stored. Please reply with your availability to conduct the inspection so that we can get it on calendar as soon as possible.

Thank you,

Valerie J. Velasco, Esq.
COOPER & COOPER, LLP.
7519 N. Ingram, Suite 103
Fresno, CA 93711
Tel: 559-442-1650
Fax: 559-442-1659

<STIP TO RELEASE TRUCK.pdf>

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, November 30, 2015 6:43 AM
To: joe@coopllp.com
Cc: Stephen R. Cornwell
Subject: Dodge RAM

Joe we have got to get along with our inspection of the Dodge RAM. Shall I just submit a request for inspection? I think I need to so that the parties get serious about getting it done.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, November 30, 2015 9:25 AM
To: Ryan A. McCarthy; 'Philip McDaniel'; joe@coopllp.com
Cc: Donald H. Slavik (dslavik@rcrsd.com); 'Rick Belardinelli'
Subject: read of Vibe info

I would like to have Don Slavik download the information stored on the Vibe using Robinson's tool. I would like to do this on December 7. Of course everyone would be able to view the results, if any.

Please advise.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Yer Xiong
Sent: Thursday, December 17, 2015 8:13 AM
To: Philip McDaniel (philip.mcdaniel@wtllaw.com); joe@coopllp.com;
Ryan.McCarthy@bowmanandbrooke.com
Cc: Stephen R. Cornwell; Linda Cunha
Subject: LeDuc v. GM: Inspection of Dodge Truck

Importance: High

Counsel,

January 19th works for us for the inspection of the truck. Mr. Cooper, please advise where the truck is located so we can get this scheduled.

Thank you very much.

Yer Xiong
CORNWELL & SAMPLE, LLP
7045 N. Fruit Avenue
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(559) 431-3142
(559) 436-1135 [fax]

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Yer Xiong

From: Yer Xiong
Sent: Friday, December 18, 2015 11:47 AM
To: 'ryan.mccarthy@bowmanandbrooke.com'; 'joe@coopllp.com';
'greg.mason@mccormickbarstow.com'; 'philip.mcdaniel@wtllaw.com'
Cc: Stephen R. Cornwell
Subject: LeDuc v. GM: Inspection of the Vibe
Importance: High

Counsel,

Please be advised we intend to inspect the Vibe on January 13 or 22. This will be for the purpose of copying out of the memory of the Airbag Control Module (ACM) the data contained in its Event Data Recorder (EDR). If you have any objection, please advise. Otherwise, we will proceed to schedule and notice.

Thank you.

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Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Monday, December 21, 2015 11:17 AM
To: Yer Xiong; 'joe@coopllp.com'; 'greg.mason@mccormickbarstow.com'; 'philip.mcdaniel@wtllaw.com'
Cc: Stephen R. Cornwell; Donald H. Slavik
Subject: RE: LeDuc v. GM: Inspection of the Vibe

Don – sorry I missed your call. This confirms the information Don provided in his message to me:

He or a consultant will use the Toyota Read-Out Tool with whatever software version Toyota last updated it with. He will connect it to the DLC port. Data will be shared with all parties, per usual practice on such downloads. No destructive inspection or component removal.

With that, we're available either of the dates. Please let me know when you confirm.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Ryan McCarthy
Sent: Monday, December 21, 2015 11:04 AM
To: Yer Xiong; 'joe@coopllp.com'; 'greg.mason@mccormickbarstow.com'; 'philip.mcdaniel@wtllaw.com'
Cc: Stephen R. Cornwell
Subject: RE: LeDuc v. GM: Inspection of the Vibe

Before we agree we want to confirm that you will:

1. Provide for our review and approval a protocol for the attempted data imaging.
2. The protocol will advise what tool, software (including version), and connection methodology will be used or attempted.
3. All parties and their consultants will be permitted to document (photograph/videotape) the entire process in real time (i.e. watching the computer screen with you).
4. All parties and their consultants will be provided on-site at the inspection copies of all data obtained from the vehicle in the native, electronic format.

Thanks and have a good Christmas.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Friday, December 18, 2015 11:47 AM
To: Ryan McCarthy; 'joe@coopllp.com'; 'greg.mason@mccormickbarstow.com'; 'philip.mcdaniel@wtllaw.com'
Cc: Stephen R. Cornwell
Subject: LeDuc v. GM: Inspection of the Vibe
Importance: High

Counsel,

Please be advised we intend to inspect the Vibe on January 13 or 22. This will be for the purpose of copying out of the memory of the Airbag Control Module (ACM) the data contained in its Event Data Recorder (EDR). If you have any objection, please advise. Otherwise, we will proceed to schedule and notice.

Thank you.

Yer Xiong

CORNWELL & SAMPLE, LLP
7045 N. Fruit Avenue
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 [fax]

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Cc: Donald H. Slavik
Subject: RE: LeDuc v. GM: Inspection of the Vibe

January 22. We will issue a notice.

Stephen R. Cornwell
Cornwell & Sample
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From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Monday, December 21, 2015 11:17 AM
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(559) 431-3142
(559) 436-1135 [fax]

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Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Friday, January 08, 2016 1:13 PM
To: Valerie Velasco; Philip McDaniel; Yer Xiong; Joe Cooper
Cc: Stephen R. Cornwell; Linda Cunha; Charles Park
Subject: RE: LeDuc v. GM: Inspection of Dodge Truck

Who is the DA contact? If they're done with the vehicle for prosecution purposes, why are they involved in this inspection process at all? We want a stipulation that states the vehicle will be preserved for the duration of the litigation. We are happy to have it stored with the Vibe at Interstate Tow in Hayward, parties sharing the costs as we are for the Vibe. We object to releasing the vehicle back to Mr. Guerra as the claims are developing, we haven't heard from experts yet, and the truck will likely be evidence at trial. So, if the DA really insists on something, fine, but maybe we do one big stip covering what I've discussed here. Thanks.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Valerie Velasco [mailto:valerie@coopllp.com]
Sent: Friday, January 08, 2016 10:36 AM
To: Philip McDaniel; Yer Xiong; Joe Cooper; Ryan McCarthy
Cc: Stephen R. Cornwell; Linda Cunha; Charles Park
Subject: RE: LeDuc v. GM: Inspection of Dodge Truck

Hello,

As you may recall, I sent out a stipulation a couple of months back to allow the release of the truck by the DA. They will not release it for inspection until all parties have agreed in writing. I sent it out again yesterday by mail. Once we have that, we can provide it to the DA and get the inspection completed. Mr. Cooper will be handling the inspection of the truck from here on out. He is currently in depositions but will get back to everyone without delay.

Thank you,

Valerie J. Velasco, Esq.
COOPER & COOPER, LLP.
7519 N. Ingram, Suite 103
Fresno, CA 93711
Tel: 559-442-1650
Fax: 559-442-1659

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Friday, January 08, 2016 10:55 AM
To: Yer Xiong; Joe Cooper; Ryan.McCarthy@bowmanandbrooke.com; Valerie Velasco
Cc: Stephen R. Cornwell; Linda Cunha; Charles Park
Subject: RE: LeDuc v. GM: Inspection of Dodge Truck

Joe and Valerie –

We need a response about this inspection.

Philip R. McDaniel
(713) 244-0808

From: Philip McDaniel
Sent: Thursday, January 07, 2016 12:15 PM
To: 'Yer Xiong'; joe@coopllp.com; Ryan.McCarthy@bowmanandbrooke.com
Cc: Stephen R. Cornwell; Linda Cunha; Charles Park
Subject: RE: LeDuc v. GM: Inspection of Dodge Truck

Can we confirm Jan. 19th for the inspection of the Dodge truck? My consultant needs to make travel arrangements.

Philip R. McDaniel
(713) 244-0808

From: Yer Xiong [<mailto:yer@cornwellsample.com>]
Sent: Thursday, December 17, 2015 10:13 AM
To: Philip McDaniel; joe@coopllp.com; Ryan.McCarthy@bowmanandbrooke.com
Cc: Stephen R. Cornwell; Linda Cunha
Subject: LeDuc v. GM: Inspection of Dodge Truck
Importance: High

Counsel,

January 19th works for us for the inspection of the truck. Mr. Cooper, please advise where the truck is located so we can get this scheduled.

Thank you very much.

Yer Xiong
CORNWELL & SAMPLE, LLP
7045 N. Fruit Avenue
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 [fax]

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Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Tuesday, January 12, 2016 5:07 PM
To: Valerie Velasco; Stephen R. Cornwell; Philip McDaniel; Joe Cooper;
greg.mason@mccormickbarstow.com
Cc: Linda Cunha; Charles Park; Rebecca Fuller; Yer Xiong
Subject: LeDuc v. GM: Inspection of Dodge Truck
Attachments: Leduc correspondence.pdf

Counsel: please see my attached correspondence, also being sent via fax. Thank you.

Ryan

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

Bowman and Brooke LLP

1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Bowman and Brooke LLP

Attorneys at Law

1741 Technology Drive, Suite 200
San Jose, CA 95110
Phone: 408.279.5393
Fax: 408.279.5845

January 12, 2016

Via Email & Fax

Stephen R. Cornwell
Cornwell & Sample, LLP
7045 N. Fruit Avenue
Fresno, CA 93711-0761

David Weinstein
Weinstein Tippetts & Little LLP
7500 San Felipe, Suite 500
Houston, TX 77063

Gregory S. Mason
McCormick Barstow LLP
7647 N. Fresno Street
Fresno, CA 93720

Joseph D. Cooper
Valerie Velasco
Cooper & Cooper
7519 N. Ingram Avenue, Suite 103
Fresno, CA 93711

Re: Cal LeDuc, et al. v. New United Motor Manufacturing, Inc., et al.

Dear Counsel:

We received Ms. Velasco's January 7 letter and proposed stipulation regarding the 2001 Dodge Ram 3500 pickup involved in the accident giving rise to this litigation. As we previously advised, we consider the truck to be critical evidence in this wrongful death, product liability case. As such, it is necessary that the truck be preserved for the duration of the litigation such that it is available for expert analysis as investigation and discovery progresses, and so it is available for the jury to view during trial.

The parties had contemplated a joint inspection of the Dodge Ram 3500 on January 19. We understand the District Attorney's Office demands a stipulation permitting the vehicle be released and/or permitting the inspection. We do not agree with the language included in Ms. Velasco's proposed stipulation as it would allow the vehicle to be released to Mr. Guerra and it would not ensure the vehicle is preserved in its post-incident condition for the remainder of the litigation, through trial. We propose the enclosed stipulation to accomplish these objectives and look forward to hearing from you.

Since we do not have the inspection confirmed at this point it appears we need to begin coordinating a new date. We will provide alternate dates.

Very truly yours,

BOWMAN AND BROOKE LLP


Ryan A. McCarthy

Enclosure

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www.bowmanandbrooke.com

LP0000820

Vincent Galvin (#104448)
Anne O. Hanna (#120947)
Ryan A. McCarthy (#233093)
BOWMAN AND BROOKE LLP
1741 Technology Drive, Suite 200
San Jose, CA 95110-1364
Telephone: (408) 279-5393
Facsimile: (408) 279-5845

Attorneys for Defendants
New United Motor Manufacturing, Inc.,
General Motors LLC and Toyota Motor Corporation

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

CAL LeDUC; TORI ABBY; MILEY ABBY, a
minor, by and through her Guardian ad Litem
TORI ABBY; MANDY JOBE; LUKUS LeDUC;
JAY LeDUC; and CAL LeDUC as successor in
interest to the estate of Marsha Kay LeDuc,

Plaintiffs,

vs.

GENERAL MOTORS CORPORATION;
TOYOTA MOTOR CORPORATION; NEW
UNITED MOTOR MANUFACTURING, INC.;
TRQSS, INC. (F/K/A QUALITY SAFETY
SYSTEMS COMPANY); TRW AUTOMOTIVE
GMBH (F/K/A TRW GmbH; F/K/A TRW Repa
GmbH) TRW CANADA LIMITED; MARIO
ALBERTO GUERRO; DANIEL M. CANCHOLA;
GUERRA PRODUCE; and DOES 1 to 50,
inclusive,

Defendants.

Case No. 13CECG03811

Assigned for all purposes to Hon. Mark W. Snauffer

STIPULATION RE PRESERVATION OF 2001
DODGE RAM 3500 AND COMPONENT PARTS

WHEREAS, defendant Daniel M. Canchola was driving a 2001 Dodge Ram 3500 (VIN:

3B6MC36681M280825) owned by defendant Mario Guerra on June 12, 2013, southbound on Alta Ave.
in unincorporated Fresno County;

WHEREAS, the 2001 Dodge Ram 3500 collided with a 2003 Pontiac Vibe (VIN:

5Y2SL62853Z410556) operated by plaintiff Tori Abby and having passengers Miley Abby and
decedent Marsha LeDuc;

1 WHEREAS the vehicles involved in the accident are each critical pieces of evidence in the
2 litigation brought by plaintiffs against defendants and the parties to this Stipulation are equally
3 concerned with preserving this key evidence for the duration of this litigation; and

4 WHEREAS the Fresno County District Attorney's Office presently has custody of the 2001
5 Dodge Ram 3500 and is prepared to release it;

6 THE PARTIES hereby stipulate:

7 1. The 2001 Dodge Ram 3500 and all component parts will be preserved for the duration
8 of the litigation in an evidence storage facility (e.g., Interstate Towing Services located at 20677
9 Corsair Boulevard, Hayward, California where the 2003 Pontiac Vibe is being stored). Any and all
10 components that are not affixed to the vehicle due to collision damage or subsequent custodial
11 transfers of the vehicle will remain with the vehicle.

12 2. The 2001 Dodge Ram 3500 will be made available for reasonable inspections of the
13 parties and/or their consultants with reasonable notice.

14 3. The 2001 Dodge Ram 3500 will not be released from the evidence storage facility to
15 defendants Guerra, Canchola, or Guerra Produce during the pendency of this litigation so as to ensure
16 the evidence is available throughout trial.

17 4. No disassembly or testing of the 2001 Dodge Ram 3500 or any component part will be
18 done without the prior agreement of the parties or order of the Court, and with all parties present
19 unless a party confirms in writing that it is not attending the disassembly or testing and does not object
20 to the disassembly or testing going forward in their absence.

21 5. This Stipulation may be signed in counterparts and by facsimile or email.

22 Dated: January __, 2016

CORNWELL & SAMPLE LLP

23 _____
24 Stephen R. Cornwell
Attorneys for Plaintiffs

25 Dated: January __, 2016

COOPER & COOPER

26 _____
27 Joseph D. Cooper, Sr.
Valerie Velasco
28 Attorneys for Defendants Canchola and Guerra

1 Dated: January __, 2016

WEINSTEIN TIPPETTS & LITTLE LLP

2
3
4 David Weinstein
Philip McDaniel
Attorneys for Defendants
5 TRQSS, Inc. and TRW Canada, Ltd.

6 Dated: January __, 2016

BOWMAN AND BROOKE LLP

7
8
9 Ryan A. McCarthy
Attorneys for Defendants
10 New United Motor Manufacturing, Inc.,
General Motors LLC and Toyota Motor Corporation
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Yer Xiong

From: Yer Xiong
Sent: Thursday, January 21, 2016 8:53 AM
To: Stephen R. Cornwell; 'Ryan McCarthy'; 'joe@coopllp.com';
'greg.mason@mccormickbarstow.com'; 'philip.mcdaniel@wtllaw.com'
Cc: Donald H. Slavik; 'steve@interstateservices.com'
Subject: RE: LeDuc v. GM: Inspection of the Vibe

Counsel,

This confirms we are inspecting the Vibe tomorrow, January 22, 2016 at Interstate Towing Service, 20677 Corsair Boulevard, Hayward, CA 94545. It will start at 10:00 a.m.

Thank you.

Yer Xiong
CORNWELL & SAMPLE, LLP
7045 N. Fruit Avenue
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 [fax]

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Yer Xiong

From: Stephen R. Cornwell
Sent: Saturday, January 30, 2016 2:21 PM
To: Ryan A. McCarthy
Cc: 'joe@coopllp.com'; Yer Xiong; Linda Cunha; Lisa Quiroz
Subject: Exam of Dodge

This is getting nowhere. I am OK with storing the Dodge in Hayward if you want to pay for all of it. Otherwise lets at least get a stipulation regarding exam of the truck. This has been put off for well over a year. I am being prejudiced by this lack of progress to the point that I need to consider a continuance. When are we going to get access to this vehicle?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Tuesday, February 02, 2016 5:48 PM
To: Joe Cooper; Stephen R. Cornwell
Cc: Yer Xiong; Linda Cunha; Lisa Quiroz; Philip R. McDaniel
Subject: RE: Exam of Dodge

For the reasons I stated previously. Most of what we do is represent auto manufacturers, and when we try those cases we find that access to the vehicles involved, not just pictures, is compelling evidence. Also, until we know what the plaintiff's theories are, we don't know all that we may need from the vehicle and we don't want to prejudice our defense by allowing the vehicle back into operation.

I appreciate Mr. Guerra's desire to get the truck back. The truck, however, crashed into another vehicle and killed someone, and others are getting sued over that crash. Do we need a court order preserving the truck or can we get a stipulation?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, February 01, 2016 7:01 AM
To: Stephen R. Cornwell; Ryan McCarthy
Cc: Yer Xiong; Linda Cunha; Lisa Quiroz; Philip R. McDaniel
Subject: RE: Exam of Dodge

Men:
I appreciate the situation. This is a very serious case and the truck is necessary. Both my clients are very sorry the accident happened and devastated plaintiffs. As we all know, law enforcement impounded the truck pending the criminal matter. Mr. Guerra in particular wants the truck back so he can put it in business. He has waited to allow all parties the opportunity to inspect. It has been available to all parties for quite awhile.
Mr. Guerra would like to get it back now. Why can't the parties inspect the truck, and release it back to Mr. Guerra?

Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Saturday, January 30, 2016 4:52 PM
To: 'Ryan McCarthy'
Cc: Joe Cooper; Yer Xiong; Linda Cunha; Lisa Quiroz; Philip R. McDaniel
Subject: RE: Exam of Dodge

I understand but my experts cannot offer opinions until they examine the truck. I don't think the issue is preservation. I think we can preserve it in Fresno adequately. Joe, are you OK with storing it in Fresno.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Saturday, January 30, 2016 4:50 PM
To: Stephen R. Cornwell
Cc: joe@coopllp.com; Yer Xiong; Linda Cunha; Lisa Quiroz; Philip R. McDaniel
Subject: Re: Exam of Dodge

If Mr. Guerra won't agree to preserve the vehicle through trial we will need to go for an order. Until experts are deposed we don't know the claims plaintiffs are going to pursue and thus additional inspections may be required. Likewise, we want to be able to show the jury the evidence involved in this crash. The truck can be jointly stored in Hayward with the Vibe or out in Fresno, somewhere secure.

Joe--Is there any stipulation that you/Guerra would sign?

Ryan
408-961-4558
Bowman and Brooke LLP

On Jan 30, 2016, at 2:20 PM, Stephen R. Cornwell <Steve@CornwellSample.com> wrote:

This is getting nowhere. I am OK with storing the Dodge in Hayward if you want to pay for all of it. Otherwise lets at least get a stipulation regarding exam of the truck. This has been put off for well over a year. I am being prejudiced by this lack of progress to the point that I need to consider a continuance. When are we going to get access to this vehicle?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, February 11, 2016 9:32 AM
To: Ryan A. McCarthy; 'Philip McDaniel'; 'joe@coopllp.com'
Cc: 'dfolia@rcrlaw.net'; Donald H. Slavik (dslavik@rcrsd.com); Linda Cunha; Yer Xiong; Lisa Quiroz
Subject: Abby/LeDuc

Ryan has served discovery which is appropriate. I cannot answer the discovery because we have not had a chance to evaluate the truck. The trial is premature. We either need to agree to continue it or I need to move the court to do so. My plan is to evaluate the truck and the buckles and probably the ceiling removing the liner. We will then be in a better position to evaluate the occurrence. I would also want to hook up the tool used by Don Slavick to the module directly by removing the center console. Potentially we may remove the driver's seat however it is embedded in the vehicle to a degree that this may not be practically possible.

Please let me know how you will proceed and what plans you have in mind for the vehicles. In the meantime I have put off answering discovery propounded by Philip and now by Ryan for lack of information. Ryan has also set the depositions of my clients. This is not a good day and it was not cleared with us but if you want those depositions, which are not dependent on the vehicle examination, we will accommodate this at any time, of course.

Please advise.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Allisa Albalos <allisa@coopllp.com>
Sent: Thursday, February 11, 2016 11:11 AM
To: crgdanelaw@sbcglobal.net; ryan.mccarthy@bowmanandbrooke.com; greg.mason@mccormickbarstow.com; david.weinstein@wtllaw.com; philip.mcdaniel@wtllaw.com; dslavik@rcrsd.com; Stephen R. Cornwell; Vincent.galvin@bowmanandbrooke.com
Cc: Joe Cooper; Sylvia@coopllp.com; Rebecca.fuller@bowmanandbrooke.com; Yer Xiong; Linda Cunha; Lisa Quiroz; dfolia@rcrlaw.net
Subject: RE: Abby/LeDuc
Attachments: McCarthy depo resch 2.10.16.pdf

All Counsel,

Attached is Mr. Cooper's letter of yesterday's date addressed to Mr. McCarthy. Mr. Cooper is not available the week of March 7, 2016 for the noticed depositions.

He is however, available March 14-18; March 22-25, March 31, April 1 and April 4-6. Please note that I am in the process of scheduling depositions in another case with multiple parties and am holding the dates of March 22-25, but we will do our best to accommodate should the parties want to re-schedule the depositions during that week.

Kind regards,
ALLISA ALBALOS
Legal Secretary to Joseph D. Cooper Sr.
COOPER & COOPER
7519 North Ingram Avenue, Suite 103
Fresno, CA 93711
559/442-1650; 559/442-1659 (fax)
allisa@coopllp.com

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Thursday, February 11, 2016 9:32 AM
To: Ryan A. McCarthy; 'Philip McDaniel'; Joe Cooper
Cc: 'dfolia@rcrlaw.net'; Donald H. Slavik (dslavik@rcrsd.com); Linda Cunha; Yer Xiong; Lisa Quiroz
Subject: Abby/LeDuc

Ryan has served discovery which is appropriate. I cannot answer the discovery because we have not had a chance to evaluate the truck. The trial is premature. We either need to agree to continue it or I need to move the court to do so. My plan is to evaluate the truck and the buckles and probably the ceiling removing the liner. We will then be in a better position to evaluate the occurrence. I would also want to hook up the tool used by Don Slavick to the module directly by removing the center console. Potentially we may remove the driver's seat however it is embedded in the vehicle to a degree that this may not be practically possible.

Please let me know how you will proceed and what plans you have in mind for the vehicles. In the meantime I have put off answering discovery propounded by Philip and now by Ryan for lack of information. Ryan has also set the depositions of my clients. This is not a good day and it was not cleared with us but if you want those depositions, which are not dependent on the vehicle examination, we will accommodate this at any time, of course.

Please advise.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
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(559) 431-3142
(559) 436-1135 (fax)

COOPER & COOPER

ATTORNEYS AT LAW
7519 North Ingram Avenue, Suite 103
Fresno, California 93711

February 10, 2016

File No.70028

Ryan A. McCarthy, Esq.
Bowman & Brooke, LLP
1741 Technology Drive, Suite 200
San Jose, CA 95110

Re: *LeDuc vs. General Motors, et al.*
Our Clients: Mario Guerra; Guerra Produce; Daniel Canchola

Dear Mr. McCarthy:

Thank you for the Notice of Taking Depositions scheduled for March 10th and 11th. Unfortunately I will be out of state and will be unable to attend. Because of that I request that you reschedule these depositions.

Feel free to schedule them any time during the week of March 14-18, March 22-25, March 31 and April 1. I will also be available April 4, 5 or 6.

Thank you in advance for your anticipated courtesies and cooperation.

Very truly yours,

COOPER & COOPER

[Dictated, but not read; sent to avoid delay]

Joseph D. Cooper Sr.

JDC:tld

◆ Telephone: (559) 442-1650

◆ Facsimile: (559) 442-1659

◆ E-mail: info@coopllp.com

LP0000831

Linda Cunha

From: Stephen R. Cornwell
Sent: Sunday, February 21, 2016 12:07 PM
To: Linda Cunha; Yer Xiong
Subject: FW: LeDuc

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Wednesday, February 17, 2016 2:46 PM
To: Joe Cooper
Cc: Stephen R. Cornwell; philip.mcdaniel@wtllaw.com; Rebecca Fuller; Debra Wells
Subject: RE: LeDuc

I just left you a message. We'll move the depo dates to next available. I think you might appreciate with the number of witnesses and counsel it's often easier to get witnesses lined up than several counsel. In any event, we'll do that while we get the trial date figured out.

Re the truck, we'll file a motion to preserve barring a stip from you in the next day or so.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Wednesday, February 17, 2016 1:59 PM
To: Ryan McCarthy
Cc: Stephen R. Cornwell; philip.mcdaniel@wtllaw.com; Rebecca Fuller; Debra Wells
Subject: RE: LeDuc

I just called you again Ryan and left another vm.

Joe

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Wednesday, February 17, 2016 8:56 AM
To: Joe Cooper
Cc: Stephen R. Cornwell; Philip McDaniel (philip.mcdaniel@wtllaw.com); Rebecca Fuller; Debra Wells
Subject: RE: LeDuc

I'll move the depositions when/if the trial is continued. I can't call everybody before setting depositions of independent witnesses when who knows if they're available. I set the Medinas and Arredondo and then they couldn't do it. If trial isn't moved, we have expert disclosure coming up and I have multiple experts who need time to review transcripts etc.

Re the truck, I read your email to confirm I need a court order. I have no judgment on Mr. Guerra's business acumen; I merely comment that, under the circumstances, which include his fault and that of his employee, he can't put the truck back into circulation. I agree the truck may not prove/disprove a design defect in the Vibe, however, we don't know what the defect claims will be until we depose plaintiff's experts. Likewise, you might disclose experts who claim all liability is on the Vibe and may have theories about how the vehicles were positioned, oriented, matched up, or how the Dodge performed.

Please advise whether we really need to go to court on this as I strongly prefer to not spend time on briefing about the parties' obligations to preserve evidence.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Tuesday, February 16, 2016 5:02 PM
To: Ryan McCarthy
Cc: Stephen R. Cornwell
Subject: RE: LeDuc

Ryan:

I am ok with a trial continuance. I cannot make the depositions the 10th and 11th. I know it is a pain, but I cannot be there. If anyone would have called, this could be avoided. I will be attending all depositions in this case from now on. I have given a host of other dates. Thank you in advance for your understanding and accommodation.

Regarding the vehicle, I do appreciate the predicament. Guerra did not knowingly seek to harm anyone. Judge his business acumen all you want, but the parties have had ample opportunity to inspect. If trial is continued, Steve can get his discovery as needed and perhaps the parties can have at the truck and get it released. The crush damage on the truck is what it is; the design defect... allegations of plaintiff are not related to the truck.

Thank you for moving the depositions. Call me with any questions.

Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, February 16, 2016 4:41 PM
To: Joe Cooper
Cc: Stephen R. Cornwell; Philip McDaniel (philip.mcdaniel@wtllaw.com); Rebecca Fuller; Debra Wells
Subject: RE: LeDuc

Thanks Joe. I don't have anything on March 9 right now, just 10 and 11 and they are all emergency responders. I've not seen you respond to Steve's email re a possible trial continuance, but regardless, we don't know whether the court will agree to move the date and we need to get them done (and ideally before fire season). You've had Mr. Knudson come to other of the depositions, is he available? We've had half of the witnesses call to confirm already, and you know it's a pain to reschedule.

Re the vehicle, I've said a number of times that our position is that we risk prejudicing our defense by releasing the vehicle before expert discovery when we'll know plaintiffs' claims and we believe it is important evidence that should be available at trial. We have evidence preservation obligations as does your client. I appreciate he wants to get on with his business, but he entrusted his vehicle to a guy without a license who rammed the truck into another vehicle and killed a lady. I don't know that there will be much sympathy for Mr. Guerra's position. I want the inspection done but I won't agree that the vehicle can be spoliated thereafter. Do I need to

go to court to ask for an order that your client preserve this evidence or will he stipulate that he will preserve it through trial?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Tuesday, February 16, 2016 3:49 PM
To: Ryan McCarthy
Cc: Stephen R. Cornwell
Subject: LeDuc

Ryan:

I left a vm asking that the depositions on March 9 and 10 be reset. I believe emails were circulated last week, but now there is silence. I am out of the state and cannot attend. The dates were not cleared. Please move the depositions. Thank you.

With regard to my clients vehicle, as I mentioned in my vm, he would like it back so he can put it in production. Is there a reason the parties cannot inspect and thereafter release it?

Please get back to me.

Joe

Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, February 25, 2016 8:20 AM
To: Joe Cooper
Subject: Abby/LeDuc

Here is what we have for medical. This does not include loss of household services and other specials dues to the loss of her in terms of providing care and services to her family.

MARSHA:

Howell Amount: \$61,352.76

Kaiser will have to be repaid for the amount they paid for her medical treatment of \$59,267.28

TORI:

Howell Amount: \$3,093.72

Medi-Cal paid her bills. She owes Reedley Wellness Center \$660.00

MILEY:

Howell Amount: \$5,562.86

Medi-Cal paid Miley's bills but she has balances due to providers of \$341.00.

The family paid for the funeral. \$2,575.16

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Sunday, February 28, 2016 2:31 PM
To: 'Vincent Galvin'; Ryan A. McCarthy; 'Philip McDaniel'; Joe Cooper
Cc: 'Rick Belardinelli'; Linda Cunha
Subject: trial date Abby/LeDuc

We contacted the court. Trial are being set in April of 2017 and later. We might find one that is earlier but with everyone's trial calendar this will be nearly impossible. I have trials in January, February and March. I also have one April 24. Please get back to me with your position on this. With this judge we would have a stipulation with some vague explanations and the problem with the truck that we have not been able to examine. I also have further inspection work on the Vibe once we have a look at the truck. I would not anticipate any problem with the court.

Please advise.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Stephen R. Cornwell
Sent: Monday, April 04, 2016 1:51 PM
To: 'Vincent Galvin'; Ryan A. McCarthy; Joe Cooper; 'Philip McDaniel'; Greg Mason
Cc: Linda Cunha; Yer Xiong
Subject: LeDuc

I want to examine the seat buckles in the Abby vehicle. I need to clear dates with you to do this. I will contact my expert on this and advise of some acceptable dates and we can go from there. The sooner the better.

Please advise.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, April 13, 2016 9:42 AM
To: Joe Cooper
Subject: truck

Where is the truck? I want my expert to see it now.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, April 26, 2016 11:49 AM
To: 'Vincent Galvin'; 'Philip McDaniel'; Joe Cooper
Cc: Linda Cunha; Yer Xiong
Subject: FW: LeDuc

Here are the dates that Charlie Hawkins has. I have a trial on July 5. It might settle of course but no way to tell. It would appear that the first available is the date we currently have set for trial.

We are checking with the clerk to find out if the court will entertain a stipulation to shorten time on the motion to continue. Vince and Philip have agreed and I know Joe will. We will advise as soon as we have some information back from the court.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Linda Cunha
Sent: Tuesday, April 26, 2016 11:14 AM
To: Stephen R. Cornwell
Subject: LeDuc

Charlie Hawkins is available for a mediation July 5, 6, 19, 25 and 26.

In looking at your calendar you have the Barkley trial July 5 and 6 and the Abby trial July 19, 25 and 26.

Linda

Yer Xiong

From: Joe Cooper <Joe@coopllp.com>
Sent: Tuesday, April 26, 2016 3:31 PM
To: Vincent Galvin; Stephen R. Cornwell
Cc: Philip McDaniel; Linda Cunha; Yer Xiong
Subject: RE: LeDuc

I will stipulate to shorten time.

Joe

From: Vincent Galvin [mailto:vincent.galvin@bowmanandbrooke.com]
Sent: Tuesday, April 26, 2016 11:51 AM
To: Stephen R. Cornwell
Cc: Philip McDaniel; Joe Cooper; Linda Cunha; Yer Xiong
Subject: Re: LeDuc

Steve. He has nothing in June for sure ?

On Apr 26, 2016, at 11:49 AM, Stephen R. Cornwell <Steve@CornwellSample.com> wrote:

Here are the dates that Charlie Hawkins has. I have a trial on July 5. It might settle of course but no way to tell. It would appear that the first available is the date we currently have set for trial.

We are checking with the clerk to find out if the court will entertain a stipulation to shorten time on the motion to continue. Vince and Philip have agreed and I know Joe will. We will advise as soon as we have some information back from the court.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Linda Cunha
Sent: Tuesday, April 26, 2016 11:14 AM
To: Stephen R. Cornwell
Subject: LeDuc

Charlie Hawkins is available for a mediation July 5, 6, 19, 25 and 26.

In looking at your calendar you have the Barkley trial July 5 and 6 and the Abby trial July 19, 25 and 26.

Linda

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, May 05, 2016 10:55 AM
To: 'Vincent Galvin'; Ryan A. McCarthy; 'Philip McDaniel'; Greg Mason; Joe Cooper
Cc: Yer Xiong; Linda Cunha; Lisa Quiroz; Glen Stevick
Subject: Exam of LeDuc buckle

I want to set up an examination of the passenger's buckle in the Vibe in LeDuc. I suggest that same protocol used in Zuniga. Ryan has indicated he would prefer to affix the buckle to the table rather than the tongue. This is fine. I also want to retrieve the headliner and examine the roof. Ryan has suggested removing all of the headliner which is OK with me. We would examine the headliner it at the Hayward facility. We would examine the buckle after the testing by opening it with a knife rather than the heated device used last time. I have cut open many of the buckles myself with a sharp tool which takes up far less time than the method used last time and is not at all destructive. I am also interested in removing the driver's seat which is also bent as evident in the photos. It seems to me to make sense to do this separate from the movement of the truck to Hayward and examining it along with the Vibe.

Please consider this and advise of your comments/position etc.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, May 11, 2016 2:05 PM
To: Joe Cooper
Subject: FW: LeDuc

info

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Stephen R. Cornwell
Sent: Wednesday, May 11, 2016 2:05 PM
To: 'Ryan McCarthy'
Subject: RE: LeDuc

I'll be out of deposition at 3:30 to 4:00. You and I will deal with it then.

As far as the deposition of Miley, I have no idea whether she has any memory. We can find that out tomorrow. I am not presenting her for testimony tomorrow or Friday. All of this is very emotional for my clients. If there is some use in your taking her deposition we can discuss how it is to be done. You are not waiving your right to depose her because she is not here tomorrow or Friday.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Wednesday, May 11, 2016 12:46 PM
To: Stephen R. Cornwell
Subject: RE: LeDuc

My opp is due tomorrow. Do you have a proposal re discovery cut offs?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Ryan McCarthy
Sent: Tuesday, May 10, 2016 5:44 PM
To: 'Stephen R. Cornwell'
Subject: RE: LeDuc

Can we reach a deal before I have to file an opp?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Sunday, May 08, 2016 4:34 PM
To: Ryan McCarthy
Subject: RE: LeDuc

We will deal with it this week.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 03, 2016 3:56 PM
To: Stephen R. Cornwell
Cc: greg.mason@mccormickbarstow.com; Joe Cooper; Philip McDaniel (philip.mcdaniel@wtllaw.com)
Subject: LeDuc

Steve – assuming a April 17 or 24 trial, what are you agreeable to re cutoffs?

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com



1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Yer Xiong

From: Joe Cooper <Joe@coopllp.com>
Sent: Wednesday, May 11, 2016 12:35 PM
To: Ryan McCarthy
Cc: Stephen R. Cornwell; Yer Xiong; Linda Cunha; philip.mcdaniel@wtllaw.com; greg.mason@mccormickbarstow.com; Vincent Galvin
Subject: Re: LeDuc v NUMMI - Miley Abby deposition

Steve: my client isn't able to stipulate to no deposition. Please call me when you are able. Joe

Sent from my iPhone

On May 11, 2016, at 12:04 PM, Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com> wrote:

Steve, I understand you're in a deposition at the moment. We received your objection to producing Miley for deposition on grounds that "she is a minor and was only three years old at the time of the incident." We appreciate she is young and was very young at the time of the accident, but if she has recollections about the accident then we should hear what those recollections are. Likewise, as she is a wrongful death plaintiff and has a Dillon v Legg claim we should hear from her on those subjects. However, if you will stipulate that 1. She does not recall anything about the accident, and 2. She will not testify at trial or otherwise provide substantive information supporting any of plaintiffs', then we will agree not to depose her. Short of that we need to take her deposition.

Let us know your position on this. Thank you.

Ryan A. McCarthy

Partner

Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

<image001.jpg>

1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, May 12, 2016 4:46 PM
To: 'Joe Cooper'
Subject: RE: LeDuc v NUMMI - Miley Abby deposition

I am not asking you to stipulate to no deposition of Miley;.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Wednesday, May 11, 2016 12:35 PM
To: Ryan McCarthy
Cc: Stephen R. Cornwell; Yer Xiong; Linda Cunha; philip.mcdaniel@wtllaw.com; greg.mason@mccormickbarstow.com; Vincent Galvin
Subject: Re: LeDuc v NUMMI - Miley Abby deposition

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Sent from my iPhone

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Let us know your position on this. Thank you.

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

<image001.jpg>
1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Yer Xiong

From: Joe Cooper <Joe@coopllp.com>
Sent: Monday, May 23, 2016 8:15 AM
To: Yer Xiong
Cc: Allisa Albalos
Subject: RE: LeDuc v. GM: Mediation

Any would be fine.
Joe

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Monday, May 23, 2016 8:36 AM
To: 'Philip McDaniel'; vincent.galvin@bowmanandbrooke.com; Ryan.McCarthy@bowmanandbrooke.com; Joe Cooper
Cc: Stephen R. Cornwell; Linda Cunha; Lisa Quiroz; Allisa Albalos
Subject: RE: LeDuc v. GM: Mediation

August 8, 23 and 29?

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Friday, May 20, 2016 1:18 PM
To: Yer Xiong; vincent.galvin@bowmanandbrooke.com; Ryan.McCarthy@bowmanandbrooke.com; joe@coopllp.com
Cc: Stephen R. Cornwell; Linda Cunha; Lisa Quiroz; allisa@coopllp.com
Subject: RE: LeDuc v. GM: Mediation

Yer –

We are not available on August 2.

Philip R. McDaniel
(713) 244-0808

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Friday, May 20, 2016 1:55 PM
To: vincent.galvin@bowmanandbrooke.com; Ryan.McCarthy@bowmanandbrooke.com; Philip McDaniel; joe@coopllp.com
Cc: Stephen R. Cornwell; Linda Cunha; Lisa Quiroz; allisa@coopllp.com
Subject: LeDuc v. GM: Mediation

All,

I have either spoken with you or your assistants within the last 15 minutes. Charlie Hawkins' next available full day for mediation is **August 2**. We need to get this set TODAY or the date will continue to be moved out further. Please check with your calendars and the availability of your clients so that we can move forward with this. I would appreciate your responses as soon as possible.

Thank you.

Yer Xiong
CORNWELL & SAMPLE, LLP
7045 N. Fruit Avenue
Fresno, CA 93711
(559) 431-3142

(559) 436-1135 [fax]

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Yer Xiong

From: Philip McDaniel <philip.mcdaniel@wtllaw.com>
Sent: Friday, June 03, 2016 9:17 AM
To: Ryan.McCarthy@bowmanandbrooke.com; Stephen R. Cornwell
Cc: Vincent Galvin <vincent.galvin@bowmanandbrooke.com>
(vincent.galvin@bowmanandbrooke.com); Yer Xiong; Lisa Quiroz
Subject: FW: LeDuc - truck inspection

Philip R. McDaniel
(713) 244-0808

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Friday, June 03, 2016 10:50 AM
To: Philip McDaniel
Subject: RE: LeDuc - truck inspection

I do not have the truck yet. I am hopeful that in today's mail I will have a POA to obtain. I will get back to you this afternoon. Joe

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Friday, June 03, 2016 7:45 AM
To: Ryan McCarthy; Stephen R. Cornwell
Cc: Joe Cooper; Vincent Galvin; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

Joe –

What's the word? Do you have the truck? Is the inspection going forward on Wednesday?

Thanks,

Philip

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Tuesday, May 31, 2016 7:01 PM
To: Stephen R. Cornwell
Cc: Joe Cooper; Vincent Galvin; Philip McDaniel; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

I'm fine with Philip's suggestion that we wait until COB Thursday for an up/down from Joe.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Tuesday, May 31, 2016 4:53 PM
To: Ryan McCarthy
Cc: Joe Cooper; Vincent Galvin; 'Philip McDaniel'; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

It seems that this is the way we need to go but getting experts together on this is crazy.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 2:29 PM
To: Joe Cooper; Stephen R. Cornwell; philip.mcdaniel@wtllaw.com
Subject: RE: LeDuc - truck inspection

Ok thanks. Steve, it was your inspection notice. Can we all agree it's off-calendar and go about coordinating a new date later this month or early next? I don't want my guy to incur travel expenses unnecessarily. Thanks

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Tuesday, May 31, 2016 2:01 PM
To: Ryan McCarthy; Steve@CornwellSample.com; philip.mcdaniel@wtllaw.com
Subject: RE: LeDuc - truck inspection

I do not have the truck yet. I am hopeful. I believe I will get it. I cannot promise anything. As soon as I know, you all will know. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 12:51 PM
To: Stephen R. Cornwell (Steve@CornwellSample.com); Philip McDaniel (philip.mcdaniel@wtllaw.com); Joe Cooper
Subject: RE: LeDuc - truck inspection

Afternoon, all. I hope you had a good, long, relaxing weekend. I dug out my back lawn (actually lawn is too kind, weed/dirt patch) and lugged 3,600 lbs of sand into my backyard. By myself. So that was my weekend, but it was nothing compared to what those folks sacrificed that gave me the extra day off to finish this honey-do item.

Circling back to the truck inspection, need to know if we are a go. Thanks.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, May 26, 2016 4:23 PM

To: Ryan McCarthy
Subject: RE: LeDuc - truck inspection

That was before I found Mr. Guerra at 11 am today. I am seeking a POA to get the truck from Guerra so I can get it from CHP. I am hopeful. I cannot guarantee anything but am reasonably confident I will have the truck. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Thursday, May 26, 2016 4:09 PM
To: Philip McDaniel (philip.mcdaniel@wtllaw.com); Stephen R. Cornwell (Steve@CornwellSample.com)
Cc: Joe Cooper
Subject: RE: LeDuc - truck inspection

Joe – Philip told me you indicated yesterday that you didn't think the truck would be ready for inspection on 6/8. Before people get flights booked, I wanted to be sure. Also, I know Steve wants this as much as anybody so we need to hear back from him he's still good with 6/8. Thanks.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Ryan McCarthy
Sent: Thursday, May 26, 2016 2:43 PM
To: Philip McDaniel (philip.mcdaniel@wtllaw.com); Stephen R. Cornwell (Steve@CornwellSample.com)
Cc: 'Joe Cooper'
Subject: FW: LeDuc - truck inspection

Philip and Steve – see below, are you guys good to go?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, May 26, 2016 2:15 PM
To: Ryan McCarthy
Subject: RE: LeDuc - truck inspection

I expect the inspection to go forward. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Thursday, May 26, 2016 2:34 PM
To: Joe Cooper
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Philip McDaniel (philip.mcdaniel@wtllaw.com)
Subject: LeDuc - truck inspection

What's the status of and likelihood of proceeding with an inspection on 6/8 as noticed by plaintiff?

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

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Yer Xiong

From: Philip McDaniel <philip.mcdaniel@wtllaw.com>
Sent: Monday, June 06, 2016 12:11 PM
To: Yer Xiong; Ryan.McCarthy@bowmanandbrooke.com; Stephen R. Cornwell; joe@coopllp.com
Cc: Vincent Galvin <vincent.galvin@bowmanandbrooke.com> (vincent.galvin@bowmanandbrooke.com); Lisa Quiroz; Linda Cunha
Subject: RE: LeDuc - truck inspection

Joe –

By any chance, did you receive the POA today?

Philip R. McDaniel
(713) 244-0808

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Monday, June 06, 2016 10:48 AM
To: Philip McDaniel; Ryan.McCarthy@bowmanandbrooke.com; Stephen R. Cornwell; joe@coopllp.com
Cc: Vincent Galvin <vincent.galvin@bowmanandbrooke.com> (vincent.galvin@bowmanandbrooke.com); Lisa Quiroz; Linda Cunha
Subject: RE: LeDuc - truck inspection

All,

As we did not receive confirmation from Mr. Cooper on Friday about whether or not he received possession of the truck, we are hereby cancelling the inspection noticed for Wednesday, 6/8 at 10:00 a.m.

Thank you.

Yer Xiong for Stephen R. Cornwell

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Friday, June 03, 2016 9:17 AM
To: Ryan.McCarthy@bowmanandbrooke.com; Stephen R. Cornwell
Cc: Vincent Galvin <vincent.galvin@bowmanandbrooke.com> (vincent.galvin@bowmanandbrooke.com); Yer Xiong; Lisa Quiroz
Subject: FW: LeDuc - truck inspection

Philip R. McDaniel
(713) 244-0808

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Friday, June 03, 2016 10:50 AM
To: Philip McDaniel
Subject: RE: LeDuc - truck inspection

I do not have the truck yet. I am hopeful that in today's mail I will have a POA to obtain. I will get back to you this afternoon. Joe

From: Philip McDaniel [<mailto:philip.mcdaniel@wtllaw.com>]
Sent: Friday, June 03, 2016 7:45 AM
To: Ryan McCarthy; Stephen R. Cornwell
Cc: Joe Cooper; Vincent Galvin; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

Joe –

What's the word? Do you have the truck? Is the inspection going forward on Wednesday?

Thanks,

Philip

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 7:01 PM
To: Stephen R. Cornwell
Cc: Joe Cooper; Vincent Galvin; Philip McDaniel; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

I'm fine with Philip's suggestion that we wait until COB Thursday for an up/down from Joe.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Tuesday, May 31, 2016 4:53 PM
To: Ryan McCarthy
Cc: Joe Cooper; Vincent Galvin; 'Philip McDaniel'; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

It seems that this is the way we need to go but getting experts together on this is crazy.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 2:29 PM
To: Joe Cooper; Stephen R. Cornwell; philip.mcdaniel@wtllaw.com
Subject: RE: LeDuc - truck inspection

Ok thanks. Steve, it was your inspection notice. Can we all agree it's off-calendar and go about coordinating a new date later this month or early next? I don't want my guy to incur travel expenses unnecessarily. Thanks

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

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I simply have been trying to get the truck. Infinity took possession from the tow company which CHP released it to because CHP compliant paperwork was not received timely; I was trying to get CHP compliant paperwork to them and by the time I did last week, they had released it. I explained to you, and all counsel the status of dealing with Officer Allred at CHP when plaintiffs depositions were taken, and thereafter when the inspection was first set to force the issue. Someone will need to serve an inspection demand; I will waive time but I need to be there. Guerra lives in Southern California. Canchola is local.

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I do not have the truck yet. I am hopeful that in today's mail I will have a POA to obtain. I will get back to you this afternoon. Joe

From: Philip McDaniel [<mailto:philip.mcdaniel@wtllaw.com>]
Sent: Friday, June 03, 2016 7:45 AM
To: Ryan McCarthy; Stephen R. Cornwell
Cc: Joe Cooper; Vincent Galvin; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

Joe –

What's the word? Do you have the truck? Is the inspection going forward on Wednesday?

Thanks,

Philip

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 7:01 PM
To: Stephen R. Cornwell
Cc: Joe Cooper; Vincent Galvin; Philip McDaniel; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

I'm fine with Philip's suggestion that we wait until COB Thursday for an up/down from Joe.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Tuesday, May 31, 2016 4:53 PM
To: Ryan McCarthy
Cc: Joe Cooper; Vincent Galvin; 'Philip McDaniel'; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

It seems that this is the way we need to go but getting experts together on this is crazy.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 2:29 PM
To: Joe Cooper; Stephen R. Cornwell; philip.mcdaniel@wtllaw.com
Subject: RE: LeDuc - truck inspection

Ok thanks. Steve, it was your inspection notice. Can we all agree it's off-calendar and go about coordinating a new date later this month or early next? I don't want my guy to incur travel expenses unnecessarily. Thanks

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Tuesday, May 31, 2016 2:01 PM

To: Ryan McCarthy; Steve@CornwellSample.com; philip.mcdaniel@wtllaw.com
Subject: RE: LeDuc - truck inspection

I do not have the truck yet. I am hopeful. I believe I will get it. I cannot promise anything. As soon as I know, you all will know. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 12:51 PM
To: Stephen R. Cornwell (Steve@CornwellSample.com); Philip McDaniel (philip.mcdaniel@wtllaw.com); Joe Cooper
Subject: RE: LeDuc - truck inspection

Afternoon, all. I hope you had a good, long, relaxing weekend. I dug out my back lawn (actually lawn is too kind, weed/dirt patch) and lugged 3,600 lbs of sand into my backyard. By myself. So that was my weekend, but it was nothing compared to what those folks sacrificed that gave me the extra day off to finish this honey-do item.

Circling back to the truck inspection, need to know if we are a go. Thanks.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, May 26, 2016 4:23 PM
To: Ryan McCarthy
Subject: RE: LeDuc - truck inspection

That was before I found Mr. Guerra at 11 am today. I am seeking a POA to get the truck from Guerra so I can get it from CHP. I am hopeful. I cannot guarantee anything but am reasonably confident I will have the truck. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Thursday, May 26, 2016 4:09 PM
To: Philip McDaniel (philip.mcdaniel@wtllaw.com); Stephen R. Cornwell (Steve@CornwellSample.com)
Cc: Joe Cooper
Subject: RE: LeDuc - truck inspection

Joe – Philip told me you indicated yesterday that you didn't think the truck would be ready for inspection on 6/8. Before people get flights booked, I wanted to be sure. Also, I know Steve wants this as much as anybody so we need to hear back from him he's still good with 6/8. Thanks.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Ryan McCarthy
Sent: Thursday, May 26, 2016 2:43 PM
To: Philip McDaniel (philip.mcdaniel@wtllaw.com); Stephen R. Cornwell (Steve@CornwellSample.com)
Cc: 'Joe Cooper'
Subject: FW: LeDuc - truck inspection

Philip and Steve – see below, are you guys good to go?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, May 26, 2016 2:15 PM
To: Ryan McCarthy
Subject: RE: LeDuc - truck inspection

I expect the inspection to go forward. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Thursday, May 26, 2016 2:34 PM
To: Joe Cooper
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Philip McDaniel (philip.mcdaniel@wtllaw.com)
Subject: LeDuc - truck inspection

What's the status of and likelihood of proceeding with an inspection on 6/8 as noticed by plaintiff?

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com



1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, June 29, 2016 8:51 AM
To: Ryan A. McCarthy; 'Philip McDaniel'; 'Joe Cooper'
Cc: Yer Xiong; Linda Cunha
Subject: LeDuc

We are sending a demand to inspect the truck in Fresno for July 18 at 9 am at the address indicated by Joe as the location of the truck. If the truck can be moved to another more convenient location this would be helpful as it is bound to be hot and in the sun where it is presently located.

Apparently the truck is owned by Infinity or Guerra who is in California. If it needs to be moved to another location in Hayward or Stockton I am agreeable to sharing this cost with all other parties.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, June 29, 2016 9:44 AM
To: Yer Xiong
Subject: FW: LeDuc

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Wednesday, June 29, 2016 9:16 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc

All I ask is that I be available and I will be in Monterey Monday July 18th. 19, 20 or 21 please.

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Wednesday, June 29, 2016 8:51 AM
To: Ryan A. McCarthy; 'Philip McDaniel'; Joe Cooper
Cc: Yer Xiong; Linda Cunha
Subject: LeDuc

We are sending a demand to inspect the truck in Fresno for July 18 at 9 am at the address indicated by Joe as the location of the truck. If the truck can be moved to another more convenient location this would be helpful as it is bound to be hot and in the sun where it is presently located.

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Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Joe Cooper <Joe@coopllp.com>
Sent: Wednesday, June 29, 2016 9:33 AM
To: Yer Xiong
Subject: RE: LeDuc

August 22,23,afternoon of 24, morning of 25 or 31st. Out of state on business the week of the 16th. Thank you, Joe

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Wednesday, June 29, 2016 9:50 AM
To: Joe Cooper
Subject: RE: LeDuc

What is your availability for August 16 and onward for the inspection?

From: Stephen R. Cornwell
Sent: Wednesday, June 29, 2016 9:44 AM
To: Yer Xiong
Subject: FW: LeDuc

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
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Subject: RE: LeDuc

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Sent: Wednesday, June 29, 2016 8:51 AM
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Cc: Yer Xiong; Linda Cunha
Subject: LeDuc

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Steve C

Stephen R. Cornwell

Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Yer Xiong
Sent: Wednesday, June 29, 2016 10:29 AM
To: 'Ryan McCarthy'; Stephen R. Cornwell; 'Philip McDaniel'; 'Joe Cooper'
Cc: Linda Cunha
Subject: RE: LeDuc

We are now looking into last part of August. August 22 and onward.

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Wednesday, June 29, 2016 10:23 AM
To: Stephen R. Cornwell; 'Philip McDaniel'; 'Joe Cooper'
Cc: Yer Xiong; Linda Cunha
Subject: RE: LeDuc

Can we look to the first half of August please.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Wednesday, June 29, 2016 8:51 AM
To: Ryan McCarthy; 'Philip McDaniel'; 'Joe Cooper'
Cc: Yer Xiong; Linda Cunha
Subject: LeDuc

We are sending a demand to inspect the truck in Fresno for July 18 at 9 am at the address indicated by Joe as the location of the truck. If the truck can be moved to another more convenient location this would be helpful as it is bound to be hot and in the sun where it is presently located.

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Steve C

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, July 11, 2016 7:33 PM
To: 'Ryan McCarthy'; Philip McDaniel; Joe Cooper
Subject: RE: LeDuc - truck inspection

I want to remove the seat buckles and have them scanned on a CT. I propose to have them removed, marked and sent. Everyone can have a copy of the CT; I don't think we need a squad of experts to remove a buckle. My proposition is to have Glen Stevik's crew remove them while under video and the watchful eye of Ryan and then marked and sent off with an agreement no tampering by anyone until after the CT. At that time Toyota/GM can run it through their machine which we will want on video. I don't want the machine run until the CT is done so we have the buckle in the same condition as during the crash.

Kindly advise.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Sunday, June 26, 2016 11:18 AM
To: Philip McDaniel; Stephen R. Cornwell; Joe Cooper
Subject: RE: LeDuc - truck inspection

Joe – what is the status, please.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558
Begin forwarded message:

From: Joe Cooper <Joe@coopllp.com>
Date: June 6, 2016 at 6:16:11 PM CDT
To: Philip McDaniel <philip.mcdaniel@wtllaw.com>
Subject: RE: LeDuc - truck inspection

I did not.

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Monday, June 06, 2016 12:11 PM
To: Yer Xiong; Ryan.McCarthy@bowmanandbrooke.com; Stephen R. Cornwell; Joe Cooper
Cc: Vincent Galvin <vincent.galvin@bowmanandbrooke.com> (vincent.galvin@bowmanandbrooke.com); Lisa Quiroz; Linda Cunha
Subject: RE: LeDuc - truck inspection

Joe –

By any chance, did you receive the POA today?

Philip R. McDaniel
(713) 244-0808

From: Yer Xiong [<mailto:yer@cornwellsample.com>]
Sent: Monday, June 06, 2016 10:48 AM
To: Philip McDaniel; Ryan.McCarthy@bowmanandbrooke.com; Stephen R. Cornwell; joe@coopllp.com
Cc: Vincent Galvin <vincent.galvin@bowmanandbrooke.com> (vincent.galvin@bowmanandbrooke.com); Lisa Quiroz; Linda Cunha
Subject: RE: LeDuc - truck inspection

All,

As we did not receive confirmation from Mr. Cooper on Friday about whether or not he received possession of the truck, we are hereby cancelling the inspection noticed for Wednesday, 6/8 at 10:00 a.m.

Thank you.

Yer Xiong for Stephen R. Cornwell

From: Philip McDaniel [<mailto:philip.mcdaniel@wtllaw.com>]
Sent: Friday, June 03, 2016 9:17 AM
To: Ryan.McCarthy@bowmanandbrooke.com; Stephen R. Cornwell
Cc: Vincent Galvin <vincent.galvin@bowmanandbrooke.com> (vincent.galvin@bowmanandbrooke.com); Yer Xiong; Lisa Quiroz
Subject: FW: LeDuc - truck inspection

Philip R. McDaniel
(713) 244-0808

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Friday, June 03, 2016 10:50 AM
To: Philip McDaniel
Subject: RE: LeDuc - truck inspection

I do not have the truck yet. I am hopeful that in today's mail I will have a POA to obtain. I will get back to you this afternoon. Joe

From: Philip McDaniel [<mailto:philip.mcdaniel@wtllaw.com>]
Sent: Friday, June 03, 2016 7:45 AM
To: Ryan McCarthy; Stephen R. Cornwell
Cc: Joe Cooper; Vincent Galvin; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

Joe –

What's the word? Do you have the truck? Is the inspection going forward on Wednesday?

Thanks,

Philip

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 7:01 PM
To: Stephen R. Cornwell
Cc: Joe Cooper; Vincent Galvin; Philip McDaniel; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

I'm fine with Philip's suggestion that we wait until COB Thursday for an up/down from Joe.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Tuesday, May 31, 2016 4:53 PM
To: Ryan McCarthy
Cc: Joe Cooper; Vincent Galvin; 'Philip McDaniel'; Yer Xiong; Lisa Quiroz
Subject: RE: LeDuc - truck inspection

It seems that this is the way we need to go but getting experts together on this is crazy.

Stephen R. Cornwell
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7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 2:29 PM
To: Joe Cooper; Stephen R. Cornwell; philip.mcdaniel@wtlaw.com
Subject: RE: LeDuc - truck inspection

Ok thanks. Steve, it was your inspection notice. Can we all agree it's off-calendar and go about coordinating a new date later this month or early next? I don't want my guy to incur travel expenses unnecessarily. Thanks

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Direct: 1.408.961.4558

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Afternoon, all. I hope you had a good, long, relaxing weekend. I dug out my back lawn (actually lawn is too kind, weed/dirt patch) and lugged 3,600 lbs of sand into my backyard. By myself. So that was my weekend, but it was nothing compared to what those folks sacrificed that gave me the extra day off to finish this honey-do item.

Circling back to the truck inspection, need to know if we are a go. Thanks.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, May 26, 2016 4:23 PM
To: Ryan McCarthy
Subject: RE: LeDuc - truck inspection

That was before I found Mr. Guerra at 11 am today. I am seeking a POA to get the truck from Guerra so I can get it from CHP. I am hopeful. I cannot guarantee anything but am reasonably confident I will have the truck. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
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Joe – Philip told me you indicated yesterday that you didn't think the truck would be ready for inspection on 6/8. Before people get flights booked, I wanted to be sure. Also, I know Steve wants this as much as anybody so we need to hear back from him he's still good with 6/8. Thanks.

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Direct: 1.408.961.4558

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Sent: Thursday, May 26, 2016 2:43 PM
To: Philip McDaniel (philip.mcdaniel@wtllaw.com); Stephen R. Cornwell (Steve@CornwellSample.com)
Cc: 'Joe Cooper'
Subject: FW: LeDuc - truck inspection

Philip and Steve – see below, are you guys good to go?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]

Sent: Thursday, May 26, 2016 2:15 PM

To: Ryan McCarthy

Subject: RE: LeDuc - truck inspection

I expect the inspection to go forward. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]

Sent: Thursday, May 26, 2016 2:34 PM

To: Joe Cooper

Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Philip McDaniel (philip.mcdaniel@wtllaw.com)

Subject: LeDuc - truck inspection

What's the status of and likelihood of proceeding with an inspection on 6/8 as noticed by plaintiff?

Ryan A. McCarthy

Partner

Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com



1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, July 14, 2016 12:34 PM
To: 'Joe Cooper'
Cc: Ryan A. McCarthy; Philip McDaniel; 'Dean Tuft'
Subject: RE: Inspection demand of Guerra Produce truck

We don't need to move it. Where is it now? Is there shade? We aren't agreeing to pay to unwrap or rewrap it. We are entitled to examine the vehicle as it was. If you have wrapped it to preserve it that is Infinity's concern. It needs to be presented as unwrapped. No destructive testing is expected to be done.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Wednesday, July 13, 2016 9:47 AM
To: Stephen R. Cornwell
Subject: Inspection demand of Guerra Produce truck

Steve:

Plaintiffs notice has the place of inspection at Action Towing. I don't believe it is currently at Action towing. Please confirm that plaintiff will pay the costs associated with the transfer of the truck. That will include un wrapping and rewrapping the vehicle and returning it to IAA where it is currently being preserved.

Absent a court order or stipulation, no destructive testing will be allowed. Please advise as to the costs and destructive testing matters. Thank you,

Joe

Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, July 14, 2016 5:12 PM
To: 'Joe Cooper'
Cc: Ryan A. McCarthy; Philip McDaniel
Subject: RE: Inspection demand of Guerra Produce truck

Is there a site nearby that would afford some shade?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Thursday, July 14, 2016 4:01 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Mr. Guerra's truck is at IAA. 1805 North Lafayette Ave. Fresno, Ca. It is stock number 17658697. Please renote the inspection to reflect the correct address. Thank you

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Thursday, July 14, 2016 12:34 PM
To: Joe Cooper
Cc: Ryan A. McCarthy; Philip McDaniel; 'Dean Tuft'
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Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, July 18, 2016 11:22 AM
To: 'Joe Cooper'
Subject: RE: Inspection demand of Guerra Produce truck

Not going to take Canchola's deposition now.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Friday, July 15, 2016 3:38 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Steve:

Any word on Mr.Canchola's deposition? I am in New York that week and return to my office the following Monday. I had advised of my unavailability that week when we were all cooperating to try and get a mediation date with Charlie Hawkins. I still don't have a mediation date.

In any event, please let me know plaintiffs position. Thank you,

Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Friday, July 15, 2016 11:37 AM
To: Joe Cooper
Subject: RE: Inspection demand of Guerra Produce truck

Which deposition

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Thursday, July 14, 2016 6:41 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Steve, what about the deposition?

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Thursday, July 14, 2016 6:10 PM
To: Joe Cooper
Cc: Ryan A. McCarthy
Subject: RE: Inspection demand of Guerra Produce truck

We will move forward with the inspection as set at the location of the truck where it is now. I am not moving the vehicle.

A mediation is set or is about to be set. Yer can confirm. You represent the driver and the owner. Both are charged with punitive damages. It seems to be a conflict of interest but that is your issue, not mine.

Yer please advise Joe of the mediation date.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, July 14, 2016 5:00 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Steve: I have no idea if there is shade. If you want to move the vehicle, fine with me, but noticing party will have to pay the costs associated with that roundtrip; whatever those may be, and I do not know and haven't asked. They shouldn't be much.

Is the mediation set and am I invited? Can we please move the Canchiola deposition from July 28 to another day please? I will get Mr. Canchiola to whatever date is set and no need to re serve a dep notice or subpoena. Please let me know.

Joe

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Thursday, July 14, 2016 5:12 PM
To: Joe Cooper
Cc: Ryan A. McCarthy; Philip McDaniel
Subject: RE: Inspection demand of Guerra Produce truck

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Cornwell & Sample
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Fresno, CA 93711
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Sent: Thursday, July 14, 2016 4:01 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Mr. Guerra's truck is at IAA. 1805 North Lafayette Ave. Fresno, Ca. It is stock number 17658697. Please renotice the inspection to reflect the correct address. Thank you

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Thursday, July 14, 2016 12:34 PM
To: Joe Cooper
Cc: Ryan A. McCarthy; Philip McDaniel; 'Dean Tuft'
Subject: RE: Inspection demand of Guerra Produce truck

We don't need to move it. Where is it now? Is there shade? We aren't agreeing to pay to unwrap or rewrap it. We are entitled to examine the vehicle as it was. If you have wrapped it to preserve it that is Infinity's concern. It needs to be presented as unwrapped. No destructive testing is expected to be done.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Wednesday, July 13, 2016 9:47 AM
To: Stephen R. Cornwell
Subject: Inspection demand of Guerra Produce truck

Steve:

Plaintiffs notice has the place of inspection at Action Towing. I don't believe it is currently at Action towing. Please confirm that plaintiff will pay the costs associated with the transfer of the truck. That will include un wrapping and rewrapping the vehicle and returning it to IAA where it is currently being preserved. Absent a court order or stipulation, no destructive testing will be allowed. Please advise as to the costs and destructive testing matters. Thank you,

Joe

Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, July 18, 2016 12:51 PM
To: 'Joe Cooper'
Subject: RE: Inspection demand of Guerra Produce truck

The inspection is on, no depo. I should talk to you about the mediation. I am doubting the value of your participation. If Infinity wants to offer \$750,000 then they have a lawyer that can do it. I am not going to settle for less than that and I may convince myself to just try the case, punitive damages and all and then sue Infinity. There is law that I can sue them for bad faith even without an assignment but I would expect both of your clients would prefer to be plaintiffs in that case. I see that you have personally represented Infinity. I also am concerned about your representing two clients both of whom may be subject to punitive damages. Isn't that a conflict?

Let me know and please confirm the inspection. Will someone from your office be there to facilitate it?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Monday, July 18, 2016 10:58 AM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Ok, so it is off calendar. Thank you for getting back to me. Is there a mediation on calendar?

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Monday, July 18, 2016 11:22 AM
To: Joe Cooper
Subject: RE: Inspection demand of Guerra Produce truck

Not going to take Canchola's deposition now.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Friday, July 15, 2016 3:38 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Steve:

Any word on Mr.Canchola's deposition? I am in New York that week and return to my office the following Monday. I had advised of my unavailability that week when we were all cooperating to try and get a mediation date with Charlie Hawkins. I still don't have a mediation date.

In any event, please let me know plaintiffs position. Thank you,

Joe

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Friday, July 15, 2016 11:37 AM
To: Joe Cooper
Subject: RE: Inspection demand of Guerra Produce truck

Which deposition

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, July 14, 2016 6:41 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Steve, what about the deposition?

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Thursday, July 14, 2016 6:10 PM
To: Joe Cooper
Cc: Ryan A. McCarthy
Subject: RE: Inspection demand of Guerra Produce truck

We will move forward with the inspection as set at the location of the truck where it is now. I am not moving the vehicle.

A mediation is set or is about to be set. Yer can confirm. You represent the driver and the owner. Both are charged with punitive damages. It seems to be a conflict of interest but that is your issue, not mine.

Yer please advise Joe of the mediation date.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, July 14, 2016 5:00 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Steve: I have no idea if there is shade. If you want to move the vehicle, fine with me, but noticing party will have to pay the costs associated with that roundtrip; whatever those may be, and I do not know and haven't asked. They shouldn't be much.

Is the mediation set and am I invited? Can we please move the Canchiola deposition from July 28 to another day please? I will get Mr. Canchiola to whatever date is set and no need to re serve a dep notice or subpoena. Please let me know.

Joe

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Thursday, July 14, 2016 5:12 PM
To: Joe Cooper
Cc: Ryan A. McCarthy; Philip McDaniel
Subject: RE: Inspection demand of Guerra Produce truck

Is there a site nearby that would afford some shade?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, July 14, 2016 4:01 PM
To: Stephen R. Cornwell
Subject: RE: Inspection demand of Guerra Produce truck

Mr. Guerra's truck is at IAA. 1805 North Lafayette Ave. Fresno, Ca. It is stock number 17658697. Please renote the inspection to reflect the correct address. Thank you

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Thursday, July 14, 2016 12:34 PM
To: Joe Cooper
Cc: Ryan A. McCarthy; Philip McDaniel; 'Dean Tuft'
Subject: RE: Inspection demand of Guerra Produce truck

We don't need to move it. Where is it now? Is there shade? We aren't agreeing to pay to unwrap or rewrap it. We are entitled to examine the vehicle as it was. If you have wrapped it to preserve it that is Infinity's concern. It needs to be presented as unwrapped. No destructive testing is expected to be done.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Wednesday, July 13, 2016 9:47 AM
To: Stephen R. Cornwell
Subject: Inspection demand of Guerra Produce truck

Steve:

Plaintiffs notice has the place of inspection at Action Towing. I don't believe it is currently at Action towing. Please confirm that plaintiff will pay the costs associated with the transfer of the truck. That will include un wrapping and rewrapping the vehicle and returning it to IAA where it is currently being preserved. Absent a court order or stipulation, no destructive testing will be allowed. Please advise as to the costs and destructive testing matters. Thank you,

Joe

Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, July 18, 2016 1:30 PM
To: 'Joe Cooper'
Cc: Philip McDaniel (philip.mcdaniel@wtllaw.com); Ryan A. McCarthy; Linda Cunha; Yer Xiong
Subject: RE: LeDuc - truck inspection

Joe are we supposed to just show up and identify the vehicle, uncover it, and inspect it in its place. Are the people expecting us. Who are they. Do you have a phone number. Is your office going to be there? Do you have a picture of its present location. It may not be possible to examine it where it is.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, July 18, 2016 12:57 PM
To: Philip McDaniel; Stephen R. Cornwell; Ryan McCarthy
Cc: Linda Cunha; Yer Xiong
Subject: RE: LeDuc - truck inspection

The date is fine but we will need to get this all done at the same time. I have given Steve the name, address and location of the truck. He also has the stock number. Call me with any questions.

Joe

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Monday, July 18, 2016 1:02 PM
To: Stephen R. Cornwell; 'Ryan McCarthy'; Joe Cooper
Cc: Linda Cunha; Yer Xiong
Subject: RE: LeDuc - truck inspection

I'm still checking with my expert regarding availability. If he's not available on Aug. 22, then I'll have to notice an additional inspection for a date in the future.

Philip R. McDaniel
(713) 244-0808

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Monday, July 18, 2016 2:59 PM
To: 'Ryan McCarthy'; Philip McDaniel; Joe Cooper
Cc: Linda Cunha; Yer Xiong
Subject: RE: LeDuc - truck inspection

I am under the impression we are a go. Joe please confirm this. Experts have it reserved.

Stephen R. Cornwell

Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Tuesday, May 31, 2016 12:51 PM
To: Stephen R. Cornwell; Philip McDaniel (philip.mcdaniel@wtllaw.com); Joe Cooper
Subject: RE: LeDuc - truck inspection

Afternoon, all. I hope you had a good, long, relaxing weekend. I dug out my back lawn (actually lawn is too kind, weed/dirt patch) and lugged 3,600 lbs of sand into my backyard. By myself. So that was my weekend, but it was nothing compared to what those folks sacrificed that gave me the extra day off to finish this honey-do item.

Circling back to the truck inspection, need to know if we are a go. Thanks.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, May 26, 2016 4:23 PM
To: Ryan McCarthy
Subject: RE: LeDuc - truck inspection

That was before I found Mr. Guerra at 11 am today. I am seeking a POA to get the truck from Guerra so I can get it from CHP. I am hopeful. I cannot guarantee anything but am reasonably confident I will have the truck. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Thursday, May 26, 2016 4:09 PM
To: Philip McDaniel (philip.mcdaniel@wtllaw.com); Stephen R. Cornwell (Steve@CornwellSample.com)
Cc: Joe Cooper
Subject: RE: LeDuc - truck inspection

Joe – Philip told me you indicated yesterday that you didn't think the truck would be ready for inspection on 6/8. Before people get flights booked, I wanted to be sure. Also, I know Steve wants this as much as anybody so we need to hear back from him he's still good with 6/8. Thanks.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Ryan McCarthy
Sent: Thursday, May 26, 2016 2:43 PM
To: Philip McDaniel (philip.mcdaniel@wtllaw.com); Stephen R. Cornwell (Steve@CornwellSample.com)
Cc: 'Joe Cooper'
Subject: FW: LeDuc - truck inspection

Philip and Steve – see below, are you guys good to go?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Thursday, May 26, 2016 2:15 PM
To: Ryan McCarthy
Subject: RE: LeDuc - truck inspection

I expect the inspection to go forward. Joe

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Thursday, May 26, 2016 2:34 PM
To: Joe Cooper
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Philip McDaniel (philip.mcdaniel@wtllaw.com)
Subject: LeDuc - truck inspection

What's the status of and likelihood of proceeding with an inspection on 6/8 as noticed by plaintiff?

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com



1741 Technology Drive, Suite 200 | San Jose, CA 95110

Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then delete both the message and reply. Thank you.

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, August 08, 2016 6:37 PM
To: 'Joe Cooper'
Cc: 'Rick Belardinelli'
Subject: Abby/LeDuc

I received your answers to interogs. I believe they are incomplete.

Please consider this a meet and confer.

I believe I am entitled to know if he is in the business of using a vehicle to make deliveries. If he is working in a warehouse I don't care. But if he is running a business such a transporting oranges I should know. It is a question I could ask him in a deposition.

If he has a motor carrier permit this is relevant because he is required to have one to operate a business that delivers his product. I can obtain this information from the DMV. Maybe its not admissible but it is relevant because it may lead to evidence.

As for the separate counsel issue, there is obviously a bad faith aspect to this case and a policy limits demand was made.

When the policy demand was made you may have advised Infinity to pay it. That is not attorney-client protected. And it is relevant to coverage and potential bad faith. Any response from them is not privileged either. I didn't ask these questions but I will so why do we have to get formal. If he has separate counsel, that is not privileged and if he was advised by Infinity of his right to counsel this is not privileged.

The law on the coverage issue is very clear. With that vehicle he was supposed to have \$750,000. I have the witnesses now to prove it. My intention is to try the case. I don't need his assignment to sue them for the policy. But he has rights which are assignable and rights to recover himself if the judgment is in excess of \$750,000, maybe even if it is less. Offering \$25,000 on a case that has value well in excess of \$750,000 is stupid. I know it was not your decision so I can say that.

Please respond so I can prepare a motion for the matters that are not privileged and the other noted above.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, August 09, 2016 10:24 AM
To: 'Joe Cooper'
Subject: RE: Abby/LeDuc

Infinity had their chance to pay the \$750,000 and blew it. A communication to them by you for Guerra is not privileged. How can it be if you represent Guerra and are communicating with a third party?

I am not keen on a DRA because it would only delay the trial more.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Tuesday, August 09, 2016 9:44 AM
To: Stephen R. Cornwell
Subject: RE: Abby/LeDuc

I don't know if he is delivering- we do not have contact with him as I have mentioned to you a few times. In any event, I believe it is irrelevant in that it is not calculated to lead to the discovery of admissible evidence. I don't know if he has a carrier permit as we have no contact with him-plaintiffs have an avenue with which to obtain this information. There is no bad faith part of the operative pleading. Academy West sold Mr.Guerra a policy of insurance for an amount less than \$750,000. Pete Kapetan has made contact with you regarding Mr.Guerra. I know he communicated with Mr.Guerra's carrier also. These are matters plaintiffs are aware of and which you and I have spoken about.

We have discussed plaintiffs filing a DRA which plaintiffs are reluctant to do. Confidential communication is privileged. I have also mentioned to you that I believe if plaintiffs really want to make a demand within the policy limit and try and lift the lid on the policy, they should now make a policy limit demand as any defense, such as mistake of fact, agency malfeasance,... might be at least lessened if not eliminated. Plaintiffs choose not to make such a demand, and run the risks thereby.

Feel free to call me if you wish.

Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Monday, August 08, 2016 6:37 PM
To: Joe Cooper
Cc: 'Rick Belardinelli'
Subject: Abby/LeDuc

I received your answers to interrogos. I believe they are incomplete.

Please consider this a meet and confer.

I believe I am entitled to know if he is in the business of using a vehicle to make deliveries. If he is working in a warehouse I don't care. But if he is running a business such as transporting oranges I should know. It is a question I could ask him in a deposition.

If he has a motor carrier permit this is relevant because he is required to have one to operate a business that delivers his product. I can obtain this information from the DMV. Maybe it's not admissible but it is relevant because it may lead to evidence.

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Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, August 09, 2016 4:12 PM
To: 'Joe Cooper'
Subject: RE: Abby/LeDuc

Thanks Joe. I'll have a look at it.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Tuesday, August 09, 2016 2:37 PM
To: Stephen R. Cornwell
Subject: RE: Abby/LeDuc

Steve:

Wouldn't Bank of America NA v. Superior Court (2013) 212 Cal App 4th 1076 apply? Do you have authority you can provide as part of plaintiffs obligation to meet and confer in good faith?

Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Tuesday, August 09, 2016 10:24 AM
To: Joe Cooper
Subject: RE: Abby/LeDuc

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From: Joe Cooper [mailto:Joe@coopllp.com]
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Subject: RE: Abby/LeDuc

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Sent: Monday, August 08, 2016 6:37 PM
To: Joe Cooper
Cc: 'Rick Belardinelli'
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Steve C

Stephen R. Cornwell
Cornwell & Sample

7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Stephen R. Cornwell
Sent: Wednesday, August 10, 2016 1:57 PM
To: 'Ryan McCarthy'; joe@coopllp.com; Philip McDaniel
Cc: Yer Xiong; Glen Stevick
Subject: RE: LeDuc - Dodge inspection

I am in trial on Sept 6. Mediation has failed. Have MSC coming up and defense wants it even though we have had a mediation. But kind of tricky planning an inspection to call off if I go to trial. Can you suggest any other dates and yer can suggest some dates for you. Of course I have to have someone from Berkeley Engineering in attendance and will have to check that as well.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

-----Original Message-----

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Wednesday, August 10, 2016 8:57 AM
To: joe@coopllp.com; Stephen R. Cornwell; Philip McDaniel
Subject: LeDuc - Dodge inspection

Philips expert had a conflict on 8/22, as do I. I've conferred with Philip and we can do 9/6, 7, 8. Will any of those dates work?

Ryan
408-961-4558
Bowman and Brooke LLP

Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or

protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then

delete both the message and reply. Thank you.

Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Friday, August 26, 2016 12:57 PM
To: Philip McDaniel; Joe Cooper; Yer Xiong
Cc: Stephen R. Cornwell; Charles Park
Subject: RE: LeDuc - Dodge inspection

Tom Perl OR Mark Perl (depending on availability) and me.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

-----Original Message-----

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Friday, August 26, 2016 12:56 PM
To: Joe Cooper; Yer Xiong; Ryan McCarthy
Cc: Stephen R. Cornwell; Charles Park
Subject: RE: LeDuc - Dodge inspection

For our clients, Nick Durisek and Anil Pai will attend.

Thanks

Philip R. McDaniel
(713) 244-0808

-----Original Message-----

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Friday, August 26, 2016 2:18 PM
To: Philip McDaniel; Yer Xiong; Ryan McCarthy
Cc: Stephen R. Cornwell; Charles Park
Subject: RE: LeDuc - Dodge inspection

Please provide the names of all who will be in attendance. Thank you, Joe

-----Original Message-----

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Friday, August 26, 2016 11:30 AM
To: Yer Xiong; Ryan McCarthy; Joe Cooper
Cc: Stephen R. Cornwell; Charles Park
Subject: RE: LeDuc - Dodge inspection

Can we start at 8 a.m. on 9/20? My consultant needs to catch a flight that afternoon.

Thanks

Philip R. McDaniel

(713) 244-0808

-----Original Message-----

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Tuesday, August 23, 2016 10:10 AM
To: Philip McDaniel; Ryan McCarthy; joe@coopllp.com
Cc: Stephen R. Cornwell; Charles Park
Subject: RE: LeDuc - Dodge inspection

Please lock in 9/20. That works on our end along with our expert's. We'll forward a formal notice shortly.

Thank you.

-----Original Message-----

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Monday, August 22, 2016 1:44 PM
To: Ryan McCarthy; Yer Xiong; joe@coopllp.com
Cc: Stephen R. Cornwell; Charles Park
Subject: RE: LeDuc - Dodge inspection

We can do Sept. 20. Please let us know if we can lock in that day.

Thanks

Philip R. McDaniel
(713) 244-0808

-----Original Message-----

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Thursday, August 18, 2016 4:18 PM
To: Yer Xiong; joe@coopllp.com; Philip McDaniel
Cc: Stephen R. Cornwell
Subject: RE: LeDuc - Dodge inspection

We can do 9/19-20.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

-----Original Message-----

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Tuesday, August 16, 2016 3:48 PM
To: Ryan McCarthy; joe@coopllp.com; Philip McDaniel
Cc: Stephen R. Cornwell
Subject: RE: LeDuc - Dodge inspection

Our expert is available September 19, 20, or 27. Please advise which of those will work for you and your client.

-----Original Message-----

From: Stephen R. Cornwell
Sent: Wednesday, August 10, 2016 1:57 PM
To: 'Ryan McCarthy'; joe@coopllp.com; Philip McDaniel
Cc: Yer Xiong; Glen Stevick
Subject: RE: LeDuc - Dodge inspection

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Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

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Sent: Wednesday, August 10, 2016 8:57 AM
To: joe@coopllp.com; Stephen R. Cornwell; Philip McDaniel
Subject: LeDuc - Dodge inspection

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Ryan
408-961-4558
Bowman and Brooke LLP

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Yer Xiong

From: Philip McDaniel <philip.mcdaniel@wtllaw.com>
Sent: Friday, September 16, 2016 7:44 AM
To: Joe Cooper
Cc: Stephen R. Cornwell; Ryan.McCarthy@bowmanandbrooke.com; Yer Xiong; Georgina Hernandez (Georgina.Hernandez@mccormickbarstow.com)
(Georgina.Hernandez@mccormickbarstow.com); Anil Pai
(Anil.Pai@mccormickbarstow.com)
Subject: RE: LeDuc - Dodge inspection

Okay. Thanks. We'll keep the start time at 8:30 a.m.

Philip R. McDaniel
(713) 244-0808

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Sent: Thursday, September 15, 2016 5:26 PM
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Cc: Steve@CornwellSample.com
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Sent: Tuesday, September 06, 2016 10:48 AM
To: Yer Xiong; Philip McDaniel; Ryan McCarthy
Cc: Stephen R. Cornwell; Charles Park

Subject: RE: LeDuc - Dodge inspection

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We can do 9/19-20.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

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Attachments: 2016.08.26 Signed Protocol for Inspection and Diagnostic Imaging.pdf

Counsel -

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This confirms the inspection tomorrow, 830am at IAA, 1805 N. Lafayette Ave., Fresno, CA. Please bring your IDs.

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LeDuc (Cal) v. Toyota, et al.

Protocol for Inspection and Diagnostic Imaging

Upon agreement by all parties and the owners of the 2003 GMC Sonoma, a consultant will image the EDR data using a Bosch Crash Data Retrieval Tool in the 2003 GMC Sonoma, VIN 1GTCS19X738115164 ("Vehicle"). The Vehicle is equipped with several electronic control modules ("ECMs"), including an Airbag Control Module ("ACM"). As explained in the owner's manual, in addition to other functions, the ACM may record information about the airbag system and other crash-related data during a crash event and other ECMs record information about the functionality of various other systems. As part of our investigation, we will image the ACM data using a Bosch Crash Data Retrieval Tool. Using the Bosch Crash Data Retrieval tool will not erase or alter any data contained in the ACM.


The inspection will be scheduled for **Tuesday, September 20, 2016.**

A key for the Vehicle's ignition system must be provided to enable power to be applied to the Vehicle systems. The Event Data Recorder ("EDR") will be queried by Bosch Crash Data Retrieval Tool via the Vehicle's Diagnostic Link Connector (DLC). If the DLC connection to the ACM has been compromised, the Bosch Crash Data Control Module Retrieval tool will be directly connected to the ACM. Information contained in the ACM will not be erased by imaging this stored data. The software provided by Bosch for the Crash Data Retrieval tool will provide a raw file and PDF report of the information obtained from the ACM. Other parties are invited to also take photographs.

A copy of any data obtained during the inspection will be provided to you.

Approved:


Owner of 2003 GMC Sonoma


Philip R. McDaniel
Attorney for TRQSS, Inc., TRW
Automotive GmbH and TRW
Canada Limited

Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Monday, September 19, 2016 4:08 PM
To: Georgina Hernandez
Cc: Philip McDaniel; Yer Xiong; Joe Cooper; Stephen R. Cornwell; Anil Pai; David Weinstein
Subject: Re: LeDuc - Dodge inspection

Thank you.

Ryan
408-961-4558
Bowman and Brooke LLP

> On Sep 19, 2016, at 3:41 PM, Georgina Hernandez <Georgina.Hernandez@mccormickbarstow.com> wrote:

>

> Good afternoon everyone,

>

> I have made arrangements with Brandon Herring of Blue Sky Towing at (559) 999-0462 to pick up the 2001 Dodge Ram 3500 truck (California License Number 99223A1) at 10 a.m. from 1805 N. Lafayette Avenue, Fresno, California, and drive it to Star Mart 5, 2747 East Manning Ave., Fowler, CA 93625 (at Highway 99 and Manning Ave.); (559) 834-3634, for a certified weight. I was told it costs \$10.50 for the certification. All you need to do is show up with the truck and request a "First Weigh" and drive the truck onto the scale. You then go into the building and they will print the certified receipt. I told Brandon Herring of Blue Sky Towing that Anil Pai would be in contact with him if there were any time changes, etc.

>

> In addition, I made contact with the Medinas' daughter, Connie Flores, who confirmed that her parents will be available tomorrow at approximately 12:30 p.m. at 7210 S. Navelencia, Reedley, CA 93654, to make the GMC Sonoma available to us for the EDR imaging. Either the Medinas' son, Lupe Medina, or their granddaughter, Marisol Flores, will be on hand to interpret and speak with you.

>

> Please let me know if you have any questions or comments or require further assistance.

>

> Georgina

>

> Georgina Hernandez

> Secretary

>

> McCormick Barstow, LLP

> 7647 North Fresno Street

> P.O. Box 28912

> Fresno, CA 93729-8912

> (559) 433-1300 main

> (559) 433-2300 fax

>

> Georgina.Hernandez@mccormickbarstow.com

>

> CONFIDENTIALITY NOTICE: E-mail may contain confidential information that is legally privileged. Do not read this e-mail if you are not the intended recipient. This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential and proprietary information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that

any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by forwarding this to info@mccormickbarstow.com or by telephone at (559) 433-1300, and destroy the original transmission and its attachments without reading or saving it in any manner. Thank you.

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> Subject: RE: LeDuc - Dodge inspection
>
> Our expert is available September 19, 20, or 27. Please advise which of those will work for you and your client.
>
> -----Original Message-----
> From: Stephen R. Cornwell
> Sent: Wednesday, August 10, 2016 1:57 PM
> To: 'Ryan McCarthy'; joe@coopllp.com; Philip McDaniel
> Cc: Yer Xiong; Glen Stevick
> Subject: RE: LeDuc - Dodge inspection
>
> I am in trial on Sept 6. Mediation has failed. Have MSC coming up and defense wants it even though we have had a mediation. But kind of tricky planning an inspection to call off if I go to trial. Can you suggest any other dates and yer can suggest some dates for you. Of course I have to have someone from Berkeley Engineering in attendance and will have to check that as well.
>
> Steve
>
> Stephen R. Cornwell
> Cornwell & Sample
> 7045 No. Fruit Ave.
> Fresno, CA 93711
> (559) 431-3142
> (559) 436-1135 (fax)
>
> -----Original Message-----
> From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
> Sent: Wednesday, August 10, 2016 8:57 AM
> To: joe@coopllp.com; Stephen R. Cornwell; Philip McDaniel
> Subject: LeDuc - Dodge inspection

>
> Philips expert had a conflict on 8/22, as do I. I've conferred with Philip and we can do 9/6, 7, 8. Will any of those dates
week?
>
> Ryan
> 408-961-4558
> Bowman and Brooke LLP
>
> _____
> Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information
that is attorney-client privileged or
>
> protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please
notify me by replying and then
>
> delete both the message and reply. Thank you.

Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Wednesday, September 21, 2016 2:05 PM
To: Stephen R. Cornwell; Yer Xiong; Philip McDaniel (philip.mcdaniel@wtllaw.com); Anil Pai (Anil.Pai@mccormickbarstow.com); greg.mason@mccormickbarstow.com; joe@coopllp.com; Debra Wells
Subject: Leduc v NUMMI - Download of Medinas' GMC Sonoma
Attachments: 1GTCS19X738115164_ACM.CDRX; 1GTCS19X738115164_ACM.pdf

All:

As promised, please find attached the download of the Medinas' Sonoma pickup. There was no data. This may be because no data was ever recorded or because it was a non-deploy event and thus the data was not frozen and is overwritten after a few hundred ignition cycles.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

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IMPORTANT NOTICE: Robert Bosch LLC and the manufacturers whose vehicles are accessible using the CDR System urge end users to use the latest production release of the Crash Data Retrieval system software when viewing, printing or exporting any retrieved data from within the CDR program. Using the latest version of the CDR software is the best way to ensure that retrieved data has been translated using the most current information provided by the manufacturers of the vehicles supported by this product.

CDR File Information

User Entered VIN	1GTCS19X738115164
User	Mark Perl
Case Number	LeDuc, C
EDR Data Imaging Date	09/20/2016
Crash Date	06/12/2013
Filename	1GTCS19X738115164_ACM.CDRX
Saved on	Tuesday, September 20 2016 at 14:56:03
Imaged with CDR version	Crash Data Retrieval Tool 17.0
Imaged with Software Licensed to (Company Name)	Collision Safety Engineering
Reported with CDR version	Crash Data Retrieval Tool 17.0
Reported with Software Licensed to (Company Name)	Collision Safety Engineering
EDR Device Type	Airbag Control Module
Event(s) recovered	None

Comments

No comments entered.

Data Limitations

Recorded Crash Events:

There are two types of Recorded Crash Events. The first is the Non-Deployment Event. A Non-Deployment Event records data but does not deploy the air bag(s). It contains Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event may be overwritten by another Non-Deployment Event. This event will be cleared by the SDM, after approximately 250 ignition cycles. This event can be overwritten by a second Deployment Event, referred to as a Deployment Level Event, if the Non-Deployment Event is not locked. The data in the Non-Deployment Event file will be locked, if the Non-Deployment Event occurred within five seconds before a Deployment Event. A locked Non Deployment Event cannot be overwritten or cleared by the SDM. The second type of SDM recorded crash event is the Deployment Event. It also contains Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. If a Deployment Level Event occurs within five seconds after the Deployment Event, the Deployment Level Event will overwrite any non-locked Non-Deployment Event. Deployment Events cannot be overwritten or cleared by the SDM. Once the SDM has deployed an air bag, the SDM must be replaced.

Data:

- SDM Recorded Vehicle Longitudinal Velocity Change reflects the change in longitudinal velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Longitudinal Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. For Deployment Events, the SDM will record 100 milliseconds of data after Deployment criteria is met and up to 50 milliseconds before Deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 150 milliseconds of data after algorithm enable. Velocity Change data is displayed in SAE sign convention.
- SDM Recorded Vehicle Speed accuracy can be affected by various factors, including but not limited to the following:
 - Significant changes in the tire's rolling radius
 - Final drive axle ratio changes
 - Wheel lockup and wheel slip
- Brake Switch Circuit Status indicates the open/closed state of the brake switch circuit.
- Pre-Crash data is recorded asynchronously. The 1.0 second Pre-crash data value (most recent recorded data point) is the data point last sampled before AE. That is to say, the last data point may have been captured just before AE but no more than 1.0 second before AE. All subsequent Pre-crash data values are referenced from this data point.
- Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if:
 - The SDM receives a message with an "invalid" flag from the module sending the pre-crash data
 - No data is received from the module sending the pre-crash data
 - No module present to send the pre-crash data
- Engine Speed is reported at two times the actual value in the following vehicles, if the vehicle is equipped with a 6.6L Duramax diesel engine (RPO LB7, LBZ, LLY, or LMM):
 - 2001-2006 Chevrolet Silverado
 - 2007 Chevrolet Silverado Classic
 - 2001-2006 GMC Sierra
 - 2007 GMC Sierra Classic

- 2006-2007 Chevrolet Express
- 2006-2007 GMC Savana
- 2003-2009 Chevrolet Kodiak
- 2003-2009 GMC Topkick

-Driver's Belt Switch Circuit Status indicates the status of the driver's seat belt switch circuit. If the vehicle's electrical system is compromised during a crash, the state of the Driver's Belt Switch Circuit may be reported other than the actual state.

-Passenger Front Air Bag Suppression Switch Circuit Status indicates the status of the suppression switch circuit.

-The Time Between This Event and the Previous Events is displayed in seconds. If the time between the two events is greater than five seconds, 'N/A' is displayed in place of the time.

-If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.

-If the vehicle is a 2000 - 2002 Chevrolet Cavalier Z24 or a Pontiac Sunfire GT, with a manual transmission (RPO MM5) and a 2.4L engine (RPO LD9), the Brake Switch Circuit Status data will be reported in the opposite state than what actually occurred, e.g. an actual brake switch status of 'ON' will be reported as 'OFF'.

-All data should be examined in conjunction with other available physical evidence from the vehicle and scene.

Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

- Vehicle Speed, Engine Speed, and Percent Throttle data are transmitted by the Powertrain Control Module (PCM), via the vehicle's communication network, to the SDM.
- Brake Switch Circuit Status data is transmitted by either the ABS module or the PCM, via the vehicle's communication network, to the SDM.
- The SDM may obtain Belt Switch Circuit Status data a number of different ways, depending on the vehicle architecture. Some switches are wired directly to the SDM, while others may obtain the data from various vehicle control modules, via the vehicle's communication network.
- The Passenger Front Air Bag Suppression Switch Circuit is wired directly to the SDM.

Hexadecimal Data:

Data that the vehicle manufacturer has specified for data retrieval is shown in the hexadecimal data section of the CDR report. The hexadecimal data section of the CDR report may contain data that is not translated by the CDR program. The control module contains additional data that is not retrievable by the CDR tool.

01025_SDMG-99JXZ09-10_r004

Hexadecimal Data

```
$01 08 23 00 00
$02 DB B1
$03 41 53 32 32 31 32
$04 4B 36 4E 35 59 31
$05 00
$06 15 07 32 51
$10 F7 FD F0
$11 89 8B 8A 7C 91 00
$14 03 A4 34 80
$18 82 81 82 A6 FF 00
$1C FA FA FA FA FA FA
$1D FA FA FA FA FA FA
$1E FA FA
$1F 00 01 00 00 00
$20 FF FF FF FF FF FF
$21 FF FF FF FF FF FF
$22 FF FF FF FF FF FF
$23 FF FF FF FF FF FF
$24 FF FF FF FF FF FF
$25 FF FF FF FF FF FF
$26 FF FF FF FF FF FF
$27 FF FF FF FF FF FF
$28 FF FF FF FF FF FF
$29 FF FF FF FF FF FF
$2A FF FF FF FF FF FF
$2B FF FF FF FF FF FF
$2C FF FF FF FF
$2D FF FF FF FF
$30 FF FF FF FF FF FF
$31 FF FF FF FF FF FF
$32 FF FF FF FF FF FF
$33 FF FF FF FF FF FF
$34 FF FF FF FF FF FF
$35 FF FF FF FF FF FF
$36 FF FF FF FF FF FF
$37 FF FF FF FF FF FF
$38 FF FF FF FF FF FF
$39 FF FF FF FF FF FF
$3A FF FF FF FF FF FF
$3B FF FF FF
$3C FF FF FF FF
$40 FF FF FF FF FF FF
$41 FF FF FF FF FF FF
$42 FF FF FF FF FF FF
$43 FF
```

Disclaimer of Liability

The users of the CDR product and reviewers of the CDR reports and exported data shall ensure that data and information supplied is applicable to the vehicle, vehicle's system(s) and the vehicle ECU. Robert Bosch LLC and all its directors, officers, employees and members shall not be liable for damages arising out of or related to incorrect, incomplete or misinterpreted software and/or data. Robert Bosch LLC expressly excludes all liability for incidental, consequential, special or punitive damages arising from or related to the CDR data, CDR software or use thereof.

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, December 01, 2016 12:32 PM
To: Joe Cooper
Subject: Your Answers to Interrogatories

Joe

You served answers to interrogatories on behalf of Mario Guerra in August by they have not been verified. Please forward the verification.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, January 24, 2017 5:57 PM
To: 'Philip McDaniel'; Ryan McCarthy; joe@coopllp.com
Cc: Greg Mason; David Weinstein; Linda Cunha; Yer Xiong
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

I am about to file a minors comp on Miley. Aiming for Friday and will send you a copy by email. The court would not hear it normally until Mid May so we will ask the court to shorten time. Anyone have an objection to shortening time?

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(559) 436-1135 (fax)

From: Philip McDaniel [<mailto:philip.mcdaniel@wtllaw.com>]
Sent: Tuesday, January 24, 2017 12:41 PM
To: Ryan McCarthy; joe@coopllp.com
Cc: Stephen R. Cornwell; Greg Mason; David Weinstein
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Thank you very much, Ryan. Joe – will you agree to our stipulation for good faith settlement?

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Friday, January 20, 2017 12:17 PM
To: Philip McDaniel; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Greg Mason; David Weinstein
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Philip – here's my signature on your stipulation. Joe – What is the word, please?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Philip McDaniel [<mailto:philip.mcdaniel@wtllaw.com>]
Sent: Wednesday, January 11, 2017 1:44 PM
To: Ryan McCarthy; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Greg Mason; David Weinstein
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Joe and Ryan –

Please find attached a proposed stipulation for good faith settlement regarding Plaintiffs' settlement with our clients. This is similar to the one Ryan circulated over the weekend. Please advise ASAP your clients' position or return the signature page to me.

Thanks,

Philip

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Saturday, January 07, 2017 10:22 AM
To: Philip McDaniel; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com)
Subject: LeDuc v NUMMI - proposed stipulation re good faith settlement

Good morning. Joe and Philip, I've conferred with each of you about our settlement with plaintiffs. We need to move forward with a good faith to ensure we don't need to be involved in the upcoming expert and trial-related activities. Please find the attached proposed stipulation for good faith settlement. Please advise ASAP your clients' position on this issue, or return the signature page to me. We plan to move forward with a motion or application by mid-week or so if we have not heard back.

Thanks, and have a good weekend.

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

 **Bowman and Brooke**
1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, January 25, 2017 9:43 AM
To: 'Joe Cooper'
Cc: Ryan A. McCarthy; 'Philip McDaniel'
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

A covenant to not execute would preclude any bad faith. Not interested in that.

The settlement is confidential so keep it confidential. I will obtain permission from the other defendants to share it with you. I assume they have because seeking good faith. Have they?

Philip and Ryan - Can I share the settlement amounts with Joe Cooper on the condition that he cannot reveal them to anyone other than his carrier and to his clients, if necessary. How can I do this?

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Wednesday, January 25, 2017 8:46 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

No objection to time shortening. What are the settlement numbers. Are plaintiffs still interested in a stipulated judgment with a covenant not to execute?

Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Tuesday, January 24, 2017 5:57 PM
To: 'Philip McDaniel'; Ryan McCarthy; Joe Cooper
Cc: Greg Mason; David Weinstein; Linda Cunha; Yer Xiong
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

I am about to file a minors comp on Miley. Aiming for Friday and will send you a copy by email. The court would not hear it normally until Mid May so we will ask the court to shorten time. Anyone have an objection to shortening time?

Stephen R. Cornwell
Cornwell & Sample
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Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Tuesday, January 24, 2017 12:41 PM

To: Ryan McCarthy; joe@coopllp.com
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Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Thank you very much, Ryan. Joe – will you agree to our stipulation for good faith settlement?

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Friday, January 20, 2017 12:17 PM
To: Philip McDaniel; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Greg Mason; David Weinstein
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

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Bowman and Brooke LLP
Direct: 1.408.961.4558

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Sent: Wednesday, January 11, 2017 1:44 PM
To: Ryan McCarthy; joe@coopllp.com
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Thanks,

Philip

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Saturday, January 07, 2017 10:22 AM
To: Philip McDaniel; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com)
Subject: LeDuc v NUMMI - proposed stipulation re good faith settlement

Good morning. Joe and Philip, I've conferred with each of you about our settlement with plaintiffs. We need to move forward with a good faith to ensure we don't need to be involved in the upcoming expert and trial-related activities. Please find the attached proposed stipulation for good faith settlement. Please advise ASAP your clients' position on this issue, or return the signature page to me. We plan to move forward with a motion or application by mid-week or so if we have not heard back.

Thanks, and have a good weekend.

Ryan A. McCarthy

Partner

Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

Bowman and Brooke

1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, January 25, 2017 9:58 AM
To: 'Joe Cooper'
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Sure. I have asked them to allow me to reveal it but you would get this eventually.

I have researched this issue extensively and depending on the verdict of the jury you will not get credit for any of the money received by the plaintiffs in this settlement.

My plan is to try the case. Whatever judgment I get I will sue the carrier for the policy and any bad faith I can either directly or by assignment from your clients.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Wednesday, January 25, 2017 9:14 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

I will need to know the breakdown.
Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Wednesday, January 25, 2017 9:43 AM
To: Joe Cooper
Cc: Ryan A. McCarthy; 'Philip McDaniel'
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

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Sent: Tuesday, January 24, 2017 5:57 PM
To: 'Philip McDaniel'; Ryan McCarthy; Joe Cooper
Cc: Greg Mason; David Weinstein; Linda Cunha; Yer Xiong
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

I am about to file a minors comp on Miley. Aiming for Friday and will send you a copy by email. The court would not hear it normally until Mid May so we will ask the court to shorten time. Anyone have an objection to shortening time?

Stephen R. Cornwell
Cornwell & Sample
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(559) 431-3142
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From: Philip McDaniel [<mailto:philip.mcdaniel@wtllaw.com>]
Sent: Tuesday, January 24, 2017 12:41 PM
To: Ryan McCarthy; joe@coopllp.com
Cc: Stephen R. Cornwell; Greg Mason; David Weinstein
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

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Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Friday, January 20, 2017 12:17 PM
To: Philip McDaniel; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Greg Mason; David Weinstein
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

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Direct: 1.408.961.4558

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To: Ryan McCarthy; joe@coopllp.com

Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Greg Mason; David Weinstein

Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

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(713) 244-0808

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Cc: Stephen R. Cornwell (Steve@CornwellSample.com)

Subject: LeDuc v NUMMI - proposed stipulation re good faith settlement

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Thanks, and have a good weekend.

Ryan A. McCarthy

Partner

Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

Bowman and Brooke LLP

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Yer Xiong

From: Ryan McCarthy <Ryan.McCarthy@bowmanandbrooke.com>
Sent: Thursday, January 26, 2017 12:45 PM
To: Stephen R. Cornwell; 'Philip McDaniel'
Cc: joe@coopllp.com; Greg Mason; David Weinstein; Linda Cunha; Yer Xiong; Vincent Galvin
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Steve, as we just discussed, I'll prepare the briefing and get it to you Monday for you to file with the minors comp petition. Thank you.

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Wednesday, January 25, 2017 9:49 AM
To: 'Philip McDaniel'; Ryan McCarthy
Cc: joe@coopllp.com; Greg Mason; David Weinstein; Linda Cunha; Yer Xiong; Vincent Galvin
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

You are asking for a lot because the court is VERY RELUCTANT to allow matters to be filed under seal. I was only going to reveal the amount of her settlement. Attempting to file under seal is dicey at best. If you want it under seal then I need for the defendants to prepare the petition to seal because I cannot make any representations as to why that is necessary. I have had judges refuse to allow filings under seal because it violates open court. What is your solution?

SRC

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Wednesday, January 25, 2017 8:31 AM
To: Ryan McCarthy; Stephen R. Cornwell
Cc: joe@coopllp.com; Greg Mason; David Weinstein; Linda Cunha; Yer Xiong
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

We concur with Ryan. We have no objection to shortened time, but our settlement amount must remain confidential.

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Tuesday, January 24, 2017 8:23 PM
To: Stephen R. Cornwell
Cc: Philip McDaniel; joe@coopllp.com; Greg Mason; David Weinstein; Linda Cunha; Yer Xiong
Subject: Re: LeDuc v NUMMI - proposed stipulation re good faith settlement

No objection to shortened time, however, we need to ensure that the settlement amounts remain confidential and are therefore under seal in your petition. Typically, either the court will hear a motion to seal at the same time as the petition, or the court may want it done separately. If you are asking for shortened time to hear the petition, then at the same time ask the court to hear the motion to seal when it hears the petition. But if you mean to file the petition this Friday then it needs to be lodged under seal with the public copy having all figures from which the settlement amount could be calculated redacted.

Ryan
408-961-4558
Bowman and Brooke LLP

Sent from my iPhone

On Jan 24, 2017, at 5:57 PM, Stephen R. Cornwell <Steve@CornwellSample.com> wrote:

I am about to file a minors comp on Miley. Aiming for Friday and will send you a copy by email. The court would not hear it normally until Mid May so we will ask the court to shorten time. Anyone have an objection to shortening time?

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Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Friday, January 20, 2017 12:17 PM
To: Philip McDaniel; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Greg Mason; David Weinstein
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Philip – here's my signature on your stipulation. Joe – What is the word, please?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Philip McDaniel [<mailto:philip.mcdaniel@wtllaw.com>]
Sent: Wednesday, January 11, 2017 1:44 PM
To: Ryan McCarthy; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com); Greg Mason; David Weinstein
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Joe and Ryan –

Please find attached a proposed stipulation for good faith settlement regarding Plaintiffs' settlement with our clients. This is similar to the one Ryan circulated over the weekend. Please advise ASAP your clients' position or return the signature page to me.

Thanks,

Philip

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]
Sent: Saturday, January 07, 2017 10:22 AM
To: Philip McDaniel; joe@coopllp.com
Cc: Stephen R. Cornwell (Steve@CornwellSample.com)
Subject: LeDuc v NUMMI - proposed stipulation re good faith settlement

Good morning. Joe and Philip, I've conferred with each of you about our settlement with plaintiffs. We need to move forward with a good faith to ensure we don't need to be involved in the upcoming expert and trial-related activities. Please find the attached proposed stipulation for good faith settlement. Please advise ASAP your clients' position on this issue, or return the signature page to me. We plan to move forward with a motion or application by mid-week or so if we have not heard back.

Thanks, and have a good weekend.

Ryan A. McCarthy
Partner
Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

<image001.jpg>
1741 Technology Drive, Suite 200 | San Jose, CA 95110

Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then delete both the message and reply. Thank you.

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, February 16, 2017 10:53 AM
To: 'Joe Cooper'
Subject: LeDuc

We need to deal with the ADR. No sense in doing that because you cannot resolve a bad faith claim. What do you suggest?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, February 16, 2017 12:00 PM
To: 'Joe Cooper'
Subject: RE: LeDuc

What about a ½ hour with Jacobsen? We aren't going to settle this case short of a jury verdict.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Thursday, February 16, 2017 10:31 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc

I don't want to run afoul of the court order. Perhaps we can ask for an early settlement conference to satisfy the requirement. Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Thursday, February 16, 2017 10:53 AM
To: Joe Cooper
Subject: LeDuc

We need to deal with the ADR. No sense in doing that because you cannot resolve a bad faith claim. What do you suggest?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Linda Cunha
Sent: Thursday, February 16, 2017 3:28 PM
To: 'Joe Cooper'
Cc: Stephen R. Cornwell; Yer Xiong
Subject: LeDuc v. General Motors

Mr. Cooper,

We received your Notice of Taking Deposition of Miley Abby. Per Mr. Cornwell we are objecting to taking her deposition. She does not remember any details regarding the accident or injuries as she was only 3 years old at the time. We do not plan to present her as a witness at trial.

If you insist on taking her deposition please advise and we will file a formal objection.

Thank you.

Linda Cunha

Paralegal

Cornwell & Sample, LLP

7045 N. Fruit Avenue

Fresno, CA 93711

(559) 431-3142

linda@cornwellsample.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, February 16, 2017 5:43 PM
To: 'Joe Cooper'; Ryan McCarthy
Cc: greg.mason@mccormickbarstow.com; philip.mcdaniel@wtllaw.com; Catherine Houlihan
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Joe

I have a settlement agreement with Toyota, etc. It requires confidentiality at this time. I will provide you the entire details of the settlement when you sign a covenant that you will not reveal it except to your carrier or clients as necessary. Frankly I can't see how you can resist a GFS motion claiming that their payment is unreasonable when your clients and their carrier have represented that he has only \$25,000 in coverage and we know they are somewhat judgment proof. Do you really think that the court will refuse this settlement in six figures when the remaining defendants have a \$25,000 policy?

I have suggested to Ryan McCarthy that he prepare the GFS motion to be heard with a request for an order shortening time to be heard on the same day as the court continued the MC. We are also moving to amend the complaint and will file that with a request for an order shortening time at the same hearing. The amended complaint just cleans things up to remove parties, amend the caption and delete some parts. It changes nothing as against your clients.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Thursday, February 16, 2017 4:38 PM
To: Ryan McCarthy
Cc: Stephen R. Cornwell; greg.mason@mccormickbarstow.com; philip.mcdaniel@wtllaw.com
Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Mr. McCarthy:

Your delay and terms of settlement shouldn't be an obstacle to efficiently hear the MC or GFS. Send me the settlement breakdown as you promised and as suggested by the court and our colleagues. The law requires the settling parties, you, to seek a GFS and or MC as the case may be. I have been asking for 6 weeks for a breakdown-still don't have one.

Interesting that the basis in your joint petition claims you want a shortened time so you don't have to get ready for trial. So, your calendar and timing matters and my clients don't? Interesting also that the court continued the exparte so you can give me the terms of settlement which I have asked for since the first few days of January, over 6 weeks ago.

I will not be available after tomorrow afternoon until I return from NY Wednesday.
Joe

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Thursday, February 16, 2017 4:34 PM

To: Joe Cooper

Cc: Steve@CornwellSample.com; greg.mason@mccormickbarstow.com; Philip McDaniel (philip.mcdaniel@wtllaw.com)

Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

Your availability should not be an obstacle to my clients resolving the claims against them or plaintiffs finalizing the settlement against my clients, particularly when you don't respond to anything from me or from TRQSS counsel. Please advise if you have any basis to oppose our good faith settlements beyond the allocation, particularly when you know the collective settlement is nearly as much as the coverage Mr. Cornwell claims your clients should have had!

Ryan A. McCarthy

Bowman and Brooke LLP

Direct: 1.408.961.4558

From: Joe Cooper [<mailto:Joe@coopllp.com>]

Sent: Thursday, February 16, 2017 4:00 PM

To: Ryan McCarthy

Cc: Steve@CornwellSample.com; greg.mason@mccormickbarstow.com

Subject: RE: LeDuc v NUMMI - proposed stipulation re good faith settlement

I will be out of state Saturday morning and return from New York Wednesday just before the next hearing. As such I will have little time to get whatever is being sent to my clients and their principal.

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]

Sent: Saturday, January 07, 2017 9:43 AM

To: Joe Cooper

Subject: Re: LeDuc v NUMMI - proposed stipulation re good faith settlement

Steve hasn't figured that out yet.

Ryan

408-961-4558

Bowman and Brooke LLP

Sent from my iPhone

On Jan 7, 2017, at 9:38 AM, Joe Cooper <Joe@coopllp.com> wrote:

What is the allocation Ryan. How is the \$650k split up?

From: Ryan McCarthy [<mailto:Ryan.McCarthy@bowmanandbrooke.com>]

Sent: Saturday, January 07, 2017 8:22 AM

To: Philip McDaniel (philip.mcdaniel@wtllaw.com); Joe Cooper

Cc: Stephen R. Cornwell (Steve@CornwellSample.com)

Subject: LeDuc v NUMMI - proposed stipulation re good faith settlement

Good morning. Joe and Philip, I've conferred with each of you about our settlement with plaintiffs. We need to move forward with a good faith to ensure we don't need to be involved in the upcoming expert and trial-related activities. Please find the attached proposed stipulation for good faith settlement. Please advise ASAP your clients' position on this issue, or return the signature page to me. We plan to move forward with a motion or application by mid-week or so if we have not heard back.

Thanks, and have a good weekend.

Ryan A. McCarthy

Partner

Direct: 1.408.961.4558 | Email: Ryan.McCarthy@bowmanandbrooke.com

<image001.jpg>

1741 Technology Drive, Suite 200 | San Jose, CA 95110

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Yer Xiong

From: Catherine Houlihan
Sent: Friday, February 24, 2017 11:39 AM
To: joe@coopllp.com
Cc: Sylvia@coopllp.com; Yer Xiong
Subject: Abby/LeDuc Discovery

Hi Joe,

It was a pleasure meeting you yesterday.

I'm looking over the supplemental discovery your office served on us earlier this month. My records show that the non-expert discovery cut-off for this case was January 13, 2017, as such we will not be responding to this discovery. Do you have a different cut-off date, if so can you please provide me with that document or information?

I appreciate your attention to this matter.

Thank you,

Catherine M. Houlihan
Attorney
Law Office of Cornwell & Sample, LLP
7045 N. Fruit Ave.
Fresno, CA 93711

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Yer Xiong

From: Catherine Houlihan
Sent: Monday, February 27, 2017 2:57 PM
To: joe@coopllp.com
Cc: Yer Xiong; Stephen R. Cornwell
Subject: Abby/LeDuc - Late Discovery
Attachments: NOTICE OF ENTRY OF ORDER GRANTING P'S MCT DATE.pdf

Hello,

Typically yes, it would be 30 days prior to the April 24 trial date. However, in this case our non-expert discovery cut-off was set for January 13, 2017 in the courts order, which was issued on May 18, 2016 and which I have attached.

If you have something showing a different date please let me know.

Thank you,

Cathy

Catherine M. Houlihan
Attorney
Law Office of Cornwell & Sample, LLP
7045 N. Fruit Ave.
Fresno, CA 93711

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1 Vincent Galvin (#104448)
Anne O. Hanna (#120947)
2 Ryan A. McCarthy (#233093)
BOWMAN AND BROOKE LLP
3 1741 Technology Drive, Suite 200
San Jose, CA 95110-1364
4 Telephone: (408) 279-5393
Facsimile: (408) 279-5845
5 Vincent.galvin@bowmanandbrooke.com
Anne.hanna@bowmanandbrooke.com
6 Ryan.mccarthy@bowmanandbrooke.com

7 Attorneys for Defendants
New United Motor Manufacturing, Inc.,
8 General Motors LLC and Toyota Motor Corporation

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF FRESNO

11	CAL LeDUC; TORI ABBY; MILEY ABBY, a)	Case No. 13CECG03811 MWS
	minor, by and through her Guardian ad Litem)	
12	TORI ABBY; MANDY JOBE; LUKUS LeDUC;)	Assigned for all purposes to Hon. Mark W. Snauffer
	JAY LeDUC; and CAL LeDUC as successor in)	
13	interest to the estate of Marsha Kay LeDuc,)	NOTICE OF ENTRY OF ORDER GRANTING
)	PLAINTIFFS' MOTION TO CONTINUE TRIAL
14	Plaintiffs,)	DATE
)	
15	vs.)	
)	
16	GENERAL MOTORS LLC; TOYOTA MOTOR)	
	CORPORATION; NEW UNITED MOTOR)	
17	MANUFACTURING, INC.; TRQSS, INC. (F/K/A)	
	QUALITY SAFETY SYSTEMS COMPANY);)	
18	TRW AUTOMOTIVE GMBH (F/K/A TRW)	
	GmbH; F/K/A TRW Repa GmbH) TRW)	
19	CANADA LIMITED; MARIO ALBERTO)	
	GUERRA; DANIEL M. CANCHOLA; GUERRA)	
20	PRODUCE; and DOES 1 to 50, inclusive,)	
)	
21	Defendants.)	

22 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

23 The Court heard plaintiffs' Motion to Continue the Trial on May 17, 2016. The Court granted the
24 Motion and vacated all current trial-related dates and ordered the following:

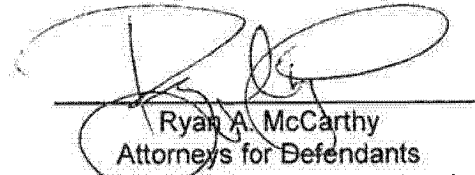
25	Trial:	April 24, 2017 at 9:00 a.m. in Department 501.
26	Trial Readiness:	April 21, 2017 at 9:30 a.m. in Department 501.
27	Settlement Conference:	March 29, 2017 at 10:00 a.m. in Room 575.
28	Exchange of Expert Information:	February 3, 2017

1 Close of Non-Expert Discovery: January 13, 2017

2 All other trial-related dates are vacated and will be based on the new trial date. The Court
3 advised its order will be reflected in the Court's minutes, which are attached, and requested that the
4 undersigned give notice.

5 Dated: May 18, 2016

BOWMAN AND BROOKE LLP

6
7 

8 Ryan A. McCarthy
9 Attorneys for Defendants
10 New United Motor Manufacturing, Inc.,
11 General Motors LLC and Toyota Motor Corporation
12
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28

14 Exhibit A

LP0000950

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department - Non-Limited		Entered by:
TITLE OF CASE: Cal LeDuc vs General Motors Corporation		
LAW AND MOTION MINUTE ORDER		Case Number: 13CECG03811

Hearing Date: **May 17, 2016** Hearing Type: **Motion - Continue Trial**
 Department: **501** Judge/Temp. Judge: **Stauffer, Mark**
 Court Clerk: **Whipple, Layla** Reporter/Tape: **N/R**

Appearing Parties:	
Plaintiff:	Defendant:
Counsel: Stephen Cornwell	Counsel: Anil Pai, Ryan McCarthy- cc

☐ Off Calendar

☒ Continued to 4/24/17 at 9:00 a.m. Dept. 501 for Jury Trial, 4/21/17 at 9:30 a.m. Dept. 501 for Trial Readiness, 3/29/17 at 10:00 a.m. Room 576 for Mandatory Settlement Conference.

☐ Submitted on points and authorities with/without argument. ☐ Matter is argued and submitted.

☐ Upon filing of points and authorities.

☐ Motion is granted ☐ In part and denied in part ☐ Motion is denied ☐ with/without prejudice.

☐ Taken under advisement

☐ Demurrer ☐ overruled ☐ sustained with ___ days to ☐ answer ☐ amend

☐ Tentative ruling becomes the order of the court. No further order is necessary.

☐ Pursuant to CRC 301(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.

☐ Service by the clerk will constitute notice of the order.

☐ Time for amendment of the complaint runs from the date the clerk serves the minute order.

☐ Judgment debtor ___ sworn and examined.

☐ Judgment debtor ___ failed to appear.
Bench warrant issued in the amount of \$ ___

JUDGMENT:

☐ Money damages ☐ Default ☐ Other ___ entered in the amount of:
Principal \$___ Interest \$___ Costs \$___ Attorney fees \$___ Total \$___
☐ Claim of exemption ☐ granted ☐ denied. Court orders withholdings modified to \$___ per ___

FURTHER COURT ORDERS:

☐ Monies held by levying officer to be ☐ released to judgment creditor. ☐ returned to judgment debtor.
☐ \$___ to be released to judgment creditor and balance returned to judgment debtor.
☐ Levying Officer, County of ___, notified. ☐ Writ to issue
☐ Notice to be filed within 15 days. ☐ Restitution of Premises
☒ Other: Expert Disclosure cutoff is 2/3/17.

CV-140 E04-16

LAW AND MOTION MINUTE ORDER

Pages: 2

Back

Download Document

3 PROOF OF SERVICE

4 I am over 18 years of age, not a party to this action and employed in San Jose,
5 California at 1741 Technology Drive, Suite 200, San Jose, California 95110-1355.

6 On May 18, 2016, I served the foregoing documents described as NOTICE OF ENTRY OF
7 ORDER GRANTING PLAINTIFF'S MOTION TO CONTINUE TRIAL DATE on all interested parties, or
8 through their attorneys of record, in the manner noted, addressed as follows:

9 **Attorney for Plaintiffs**

10 Stephen R. Cornwell
11 Cornwell & Sample, LLP
12 7045 N. Fruit Avenue
13 Fresno, CA 93711-0761
14 (559) 436-1135 Fax

15 Richard A. Belardinelli
16 Georgeson and Belardinelli
17 7060 N. Fresno Street, Suite 250
18 Fresno, CA 93720
(559) 447-0747 Fax

19 Mark P. Robinson, Jr.
20 Robinson Calcagnie Robinson
21 Shapiro Davis, Inc.
22 19 Corporate Plaza Drive
23 Newport Beach, CA 92660
24 (949) 720-1292 Fax

25 **Attorneys for Defendants TRQSS, Inc.
and TRW Canada Limited**

26 Gregory S. Mason
27 Attorneys at Law
28 7647 N. Fresno Street
Fresno, CA 93720
(559) 433-2300 Fax

David Weinstein
Weinstein Tippetts & Little LLP
7500 San Felipe, Suite 500
Houston, TX 77063
(713) 244-0801 Fax

///

///

///

1 Attorneys for Defendants Mario
2 Alberto Guerra, Daniel M. Canchola
3 and Guerra Produce
4 Joseph D. Cooper
5 Cooper & Cooper
6 7519 N. Ingram Avenue, Suite 103
7 Fresno, CA 93711
8 (559) 442-1659 Fax

9 xx VIA FIRST CLASS MAIL. I caused such envelope to be deposited in the mail at San
10 Jose, California, in a sealed envelope with postage fully prepaid thereof. I am readily familiar
11 with the firms business practice for collection and processing of correspondence for mailing
12 with the United States Postal Service. The mail is deposited with the U.S. Postal Service on
13 that same day in the ordinary course of business. I am aware that on motion of the party
14 served, service is presumed invalid if the postal cancellation date or postage meter date is more
15 than one day after the date of deposit for mailing in affidavit.

16 VIA OVERNIGHT DELIVERY SERVICE. The documents were enveloped, properly
17 labeled, and caused to be deposited into an overnight delivery (Federal Express, United Parcel
18 Service, etc.) receptacle or delivered to an authorized courier or driver authorized by the
19 express service carrier to receive documents, in an envelope or a package designated by the
20 express service carrier with delivery fees paid or provided for, addressed to the person on
21 whom it is to be served, at the office address as last given by that person on any document filed
22 in the case and served on that person; otherwise, at that person's place of residence.

23 BY ELECTRONIC SERVICE. The document was served electronically and the
24 transmission was reported as complete and without error.

25 VIA FACSIMILE TRANSMISSION. The document was served on the above party in
26 this action by causing a true copy of said document to be transmitted by facsimile to the
27 number listed adjacent to the name on this Proof of Service. The transmission was reported as
28 complete and without error.

 VIA PERSONAL SERVICE. I caused such envelope(s) to be delivered by hand this date
to the offices of the addressee(s).

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct, and that this declaration was executed on May 18, 2016, at San
Jose, California.


Rebecca A. Fuller

Yer Xiong

From: Catherine Houlihan
Sent: Wednesday, March 15, 2017 10:43 AM
To: Joe Cooper
Cc: Yer Xiong; Mary Madewell; Stephen R. Cornwell
Subject: RE: Abby/LeDuc - Late Discovery

Hello Mr. Cooper,

Steve has been in trial since early February and is still wrapping up trial but I was able to talk to him about your discovery requests today. Although we have the Notice of Entry with a non-expert discovery cut-off of January 13, 2017 we will not object to your supplemental requests. However, we would like to request an extension to Monday, March 20, 2017 so that we can contact our clients and prepare responses.

Please let me know if the new deadline of 3/20/17 is agreeable.

Thank you in advance,

Catherine M. Houlihan
Attorney
Law Office of Cornwell & Sample, LLP
7045 N. Fruit Ave.
Fresno, CA 93711

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From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, February 27, 2017 7:07 PM
To: Catherine Houlihan <catherine@cornwellsample.com>
Subject: RE: Abby/LeDuc - Late Discovery

The order doesn't say the discovery cut off is January 13, McCarthy's notice does.

From: Catherine Houlihan [mailto:catherine@cornwellsample.com]
Sent: Monday, February 27, 2017 2:57 PM
To: Joe Cooper
Cc: Yer Xiong; Stephen R. Cornwell
Subject: Abby/LeDuc - Late Discovery

Hello,

Typically yes, it would be 30 days prior to the April 24 trial date. However, in this case our non-expert discovery cut-off was set for January 13, 2017 in the courts order, which was issued on May 18, 2016 and which I have attached.

If you have something showing a different date please let me know.

Thank you,

Cathy

Catherine M. Houlihan
Attorney
Law Office of Cornwell & Sample, LLP
7045 N. Fruit Ave.
Fresno, CA 93711

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Friday, March 17, 2017 9:03 AM
To: 'Joe Cooper'
Cc: Mary Madewell
Subject: Abby

I guess we have to mediate by court rule. So lets do it. Who do you want to use? It will only take a few minutes I am sure. What is your idea?

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Sunday, March 19, 2017 8:12 PM
To: Yer Xiong
Subject: Fwd: Abby

We need to set up asap. Could be at 4 pm.

Sent from my iPhone

Begin forwarded message:

From: Joe Cooper <Joe@coopllp.com>
Date: March 19, 2017 at 10:57:46 AM PDT
To: "Stephen R. Cornwell" <Steve@CornwellSample.com>
Subject: RE: Abby

I don't care who we use.

J

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Friday, March 17, 2017 9:03 AM
To: Joe Cooper
Cc: Mary Madewell
Subject: Abby

I guess we have to mediate by court rule. So lets do it. Who do you want to use? It will only take a few minutes I am sure. What is your idea?

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Joe Cooper <Joe@coopllp.com>
Sent: Monday, March 20, 2017 9:10 AM
To: Yer Xiong
Cc: Sylvia
Subject: RE: LeDuc v. GM: Mediation

Sorry- but late afternoon Monday the 27th or early am the 29th. In bay area 27th am and out of state the afternoon of the 29th.

Joe

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Monday, March 20, 2017 9:37 AM
To: Joe Cooper
Cc: Sylvia
Subject: LeDuc v. GM: Mediation

Jacobsen is available anytime on Monday, 3/27 or the afternoon of 3/29. Do any of these days/times work for you and your client?

Thank you.

Yer Xiong
CORNWELL & SAMPLE, LLP
7045 N. Fruit Avenue
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 [fax]

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Yer Xiong

From: Yer Xiong
Sent: Monday, March 20, 2017 3:14 PM
To: 'Sylvia'; Joe Cooper
Cc: Joe Cooper
Subject: RE: LeDuc v. GM: Mediation

Thank you.

I am notifying and confirming with Jacobson's office now.

From: Sylvia [mailto:Sylvia@coopllp.com]
Sent: Monday, March 20, 2017 2:25 PM
To: Yer Xiong; Joe Cooper
Cc: Joe Cooper
Subject: RE: LeDuc v. GM: Mediation

Yer – 4 p.m. on the 27th will work. Thank you.

Sylvia Sais
Paralegal to Joseph D. Cooper Sr.
Cooper & Cooper
7519 N. Ingram Avenue; Suite 103
Fresno, CA 93711
(559)442-1650 (phone)
(559)442-1659 (fax)
sylvia@coopllp.com

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Monday, March 20, 2017 9:50 AM
To: Joe Cooper
Cc: Sylvia
Subject: RE: LeDuc v. GM: Mediation

How about 4p on the 27th?

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, March 20, 2017 9:10 AM
To: Yer Xiong
Cc: Sylvia
Subject: RE: LeDuc v. GM: Mediation

Sorry- but late afternoon Monday the 27th or early am the 29th. In bay area 27th am and out of state the afternoon of the 29th.

Joe

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Monday, March 20, 2017 9:37 AM
To: Joe Cooper

Cc: Sylvia

Subject: LeDuc v. GM: Mediation

Jacobsen is available anytime on Monday, 3/27 or the afternoon of 3/29. Do any of these days/times work for you and your client?

Thank you.

Yer Xiong

CORNWELL & SAMPLE, LLP

7045 N. Fruit Avenue

Fresno, CA 93711

(559) 431-3142

(559) 436-1135 [fax]

This email (and any attachments) is intended only for the person(s) to whom it is addressed and may contain information that is privileged, confidential and protected from disclosure pursuant to applicable law. If you are not the addressee or the person authorized to deliver this document to the addressee, you are hereby notified that any review, disclosure, copying, dissemination or other action based on the content of this communication is not authorized. Interception of e-mail is a crime under the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and 2701-2709. If you have received this document in error, please immediately notify our office, delete the email from your system and shred all copies.

Yer Xiong

From: Yer Xiong
Sent: Monday, March 20, 2017 3:33 PM
To: joe@coopllp.com; Sylvia (Sylvia@coopllp.com)
Cc: Stephen R. Cornwell; Catherine Houlihan; Mary Madewell
Subject: FW: LeDuc v. GM, FCSC Case No. 13CECG03811

Please be advised the Court is vacating the MSC on the 29th.

From: Valentine, Camille [mailto:cvalentine@FRESNO.COURTS.CA.GOV]
Sent: Monday, March 20, 2017 3:25 PM
To: Yer Xiong
Subject: RE: LeDuc v. GM, FCSC Case No. 13CECG03811

Thank you for the information.
I will vacate the MSC so the parties can mediate in lieu of.

Have a great day !!

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Monday, March 20, 2017 3:23 PM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Subject: LeDuc v. GM, FCSC Case No. 13CECG03811

Good afternoon Camille,

Please be advised the parties will be mediating on 3/27 with Lee Jacobson.

Thank you.

Yer Xiong
CORNWELL & SAMPLE, LLP
7045 N. Fruit Avenue
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 [fax]

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, March 20, 2017 9:12 AM
To: 'Joe Cooper'
Subject: RE: Abby

We are trying to set it up with Jacobsen, Dilling, . I don't expect it will be fruitful so will be max one hour.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Sunday, March 19, 2017 10:58 AM
To: Stephen R. Cornwell
Subject: RE: Abby

I don't care who we use.
J

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Friday, March 17, 2017 9:03 AM
To: Joe Cooper
Cc: Mary Madewell
Subject: Abby

I guess we have to mediate by court rule. So lets do it. Who do you want to use? It will only take a few minutes I am sure. What is your idea?

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, March 20, 2017 10:41 AM
To: 'Joe Cooper'
Subject: RE: Abby

Joe I am issuing notices for your experts. A new section of the CCP 2034.415 requires experts to provide their files 3 business days before their deposition. This is going to be a pain but it should save time in reviewing expert's files while they charge \$500/hr for sitting there and it may allow to cancel some experts. I expect you will do the same.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, March 20, 2017 9:11 AM
To: Stephen R. Cornwell
Subject: RE: Abby

Thank you,
Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Monday, March 20, 2017 9:12 AM
To: Joe Cooper
Subject: RE: Abby

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Cc: Mary Madewell
Subject: Abby

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(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, March 20, 2017 3:49 PM
To: 'Joe Cooper'
Cc: Catherine Houlihan
Subject: supplemental discovery

Joe

We have prepared the responses to the supplemental discovery. Since no discovery was sent to Mandy or Tori we are not preparing responses to them. However, we do have some additional photos and we are sending them along.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, March 20, 2017 6:05 PM
To: 'Joe Cooper'
Subject: mediation

My approach to mediation is simple. The value of the wrongful death of Marsha LeDuc is in excess of \$750,000. If the defense is prepared to pay a sum in excess of that the matter may be settleable. I suspect you will not be offering \$750,000 much less an amount in excess. Nonetheless we will be there in the hope that the matter can be resolved.

Best regards, Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, March 21, 2017 5:32 PM
To: 'Joe Cooper'
Cc: Yer Xiong; Mary Madewell
Subject: RE: Abby

I don't expect much from your claims handler so no problem and we can take depositions all in one week.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Tuesday, March 21, 2017 4:13 PM
To: Stephen R. Cornwell
Subject: RE: Abby

Thanks. I would like to bump my clients experts from next week to April 6; the same day as Wobreck's. I believe we just bumped his from the 30th to the 6th.. Lets submit expert files the 3rd. My claims handler is in Alabama and will appear by phone, unless you object. Thanks, Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Monday, March 20, 2017 10:41 AM
To: Joe Cooper
Subject: RE: Abby

Joe I am issuing notices for your experts. A new section of the CCP 2034.415 requires experts to provide their files 3 business days before their deposition. This is going to be a pain but it should save time in reviewing expert's files while they charge \$500/hr for sitting there and it may allow to cancel some experts. I expect you will do the same.

Steve

Stephen R. Cornwell
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From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, March 20, 2017 9:11 AM
To: Stephen R. Cornwell
Subject: RE: Abby

Thank you,
Joe

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Monday, March 20, 2017 9:12 AM
To: Joe Cooper
Subject: RE: Abby

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Stephen R. Cornwell
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From: Joe Cooper [<mailto:Joe@coopllp.com>]
Sent: Sunday, March 19, 2017 10:58 AM
To: Stephen R. Cornwell
Subject: RE: Abby

I don't care who we use.
J

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Friday, March 17, 2017 9:03 AM
To: Joe Cooper
Cc: Mary Madewell
Subject: Abby

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Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, March 28, 2017 1:14 PM
To: 'Ryan McCarthy'; Joe Cooper; philip.mcdaniel@wtllaw.com;
greg.mason@mccormickbarstow.com
Subject: RE: LeDuc v. Guerra matter

no

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Tuesday, March 28, 2017 10:25 AM
To: Joe Cooper; philip.mcdaniel@wtllaw.com; greg.mason@mccormickbarstow.com; Stephen R. Cornwell
Subject: RE: LeDuc v. Guerra matter

Is there any objection to hearing the good faith on the merits at the ex parte tomorrow?

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Tuesday, March 28, 2017 9:47 AM
To: philip.mcdaniel@wtllaw.com; greg.mason@mccormickbarstow.com; Ryan McCarthy; Steve@CornwellSample.com
Subject: LeDuc v. Guerra matter

All:

My clients do not object to any parties seeking an ex parte order shortening time to rule upon the motions for good faith settlement. My client cannot stipulate to the good faith nature of any proposed settlement, but will not oppose any parties Notice of Motion or application.

Thank you for your understanding. Please do not hesitate to call on me if you have any questions.

Joe

Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F

Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then delete both the message and reply. Thank you.

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, March 30, 2017 4:32 PM
To: 'Joe Cooper'
Subject: LeDuc

Presenting Dr. Bilello's testimony may be dicey. Are you OK with reading his deposition? I have to read it to make sure it has foundation but my recollection is that it does. Please let me know.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, April 03, 2017 2:45 PM
To: 'Joe Cooper'
Subject: RE: LeDuc

Dr. Wobrock available only on April 12. Rene will have to take as I am in LA. Pls advise.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, April 03, 2017 1:47 PM
To: Stephen R. Cornwell
Subject: RE: LeDuc

I will get back to you. Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Thursday, March 30, 2017 4:32 PM
To: Joe Cooper
Subject: LeDuc

Presenting Dr. Bilello's testimony may be dicey. Are you OK with reading his deposition? I have to read it to make sure it has foundation but my recollection is that it does. Please let me know.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, April 03, 2017 4:38 PM
To: 'Joe Cooper'
Subject: RE: LeDuc

Don't know what to say. Can your associate take?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, April 03, 2017 2:22 PM
To: Stephen R. Cornwell
Subject: RE: LeDuc

Thought we had him this Thursday? I am gone out of state next week. And Wed through Sat the following week.
Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Monday, April 03, 2017 2:45 PM
To: Joe Cooper
Subject: RE: LeDuc

Dr. Wobrock available only on April 12. Rene will have to take as I am in LA. Pls advise.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, April 03, 2017 1:47 PM
To: Stephen R. Cornwell
Subject: RE: LeDuc

I will get back to you. Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Thursday, March 30, 2017 4:32 PM
To: Joe Cooper
Subject: LeDuc

Presenting Dr. Bilello's testimony may be dicey. Are you OK with reading his deposition? I have to read it to make sure it has foundation but my recollection is that it does. Please let me know.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, April 05, 2017 10:30 AM
To: Mary Madewell; 'joe@coopllp.com'; 'crgdanelaw@sbcglobal.net'; 'dfolia@rcrlaw.net'
Subject: RE: ABBY/LeDUC - EXPERT DEPOS

Joe

I need to speak with you regarding the deposition of my expert Wobrock. Do you want to take his deposition? Would you prefer to have a copy of his file. If you want his deposition we need to finalize a date.

Please give me a call.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Mary Madewell
Sent: Wednesday, April 05, 2017 8:38 AM
To: 'joe@coopllp.com'; 'crgdanelaw@sbcglobal.net'; 'dfolia@rcrlaw.net'
Cc: Stephen R. Cornwell
Subject: ABBY/LeDUC - EXPERT DEPOS

Counsel:

In view of Mr. Cooper's withdrawal of his experts, Sean D. Shimada, Ph.D., and Laurence Neuman, P.E., in this matter their depositions scheduled for Friday, April 7, 2017, are cancelled.

Mary

Mary Madewell
Assistant to Stephen R. Cornwell
Cornwell & Sample, LLP
7045 N. Fruit Avenue
Fresno, CA 93711
Tel: (559) 431-3142
Fax: (559) 436-1135

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, April 10, 2017 12:55 PM
To: Joe Cooper
Cc: Rene Sample; ArBio Office (office@arbio.expert); Mary Madewell
Subject: LeDuc

Joe

This confirms our understanding that Dr. Wolbrock's depo will be at 1 at our office on Thursday. We have also asked that his file be Dropboxed to us late today. I will forward it to you as soon as I get it.

I assume that you will make the reporter arrangements.

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Philip McDaniel <philip.mcdaniel@wtllaw.com>
Sent: Monday, July 10, 2017 1:56 PM
To: Mary Madewell; Ryan McCarthy; Stephen R. Cornwell
Cc: Joe Cooper; Greg Mason; Mandy Jobe; Yer Xiong; Rene Sample
Subject: RE: Prehearing Disposition for Canchola and Guerra

You did. Our fax circulation was a little slow. Thanks to both of you.

Philip R. McDaniel
(713) 244-0808

From: Mary Madewell [mailto:mary@cornwellsample.com]
Sent: Monday, July 10, 2017 1:14 PM
To: Ryan McCarthy; Philip McDaniel; Stephen R. Cornwell
Cc: Joe Cooper; Greg Mason; Mandy Jobe; Yer Xiong; Rene Sample
Subject: RE: Prehearing Disposition for Canchola and Guerra

Thanks Ryan. Thought I'd faxed to everyone on Friday afternoon.

Mary

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]
Sent: Monday, July 10, 2017 11:10 AM
To: Philip McDaniel <philip.mcdaniel@wtllaw.com>; Stephen R. Cornwell <Steve@CornwellSample.com>
Cc: Joe Cooper <Joe@coopllp.com>; Greg Mason <Greg.Mason@mccormickbarstow.com>; Mandy Jobe <mbutterflyl@hotmail.com>; Mary Madewell <mary@cornwellsample.com>; Yer Xiong <yer@cornwellsample.com>; Rene Sample <Rene@CornwellSample.com>
Subject: RE: Prehearing Disposition for Canchola and Guerra

Ryan A. McCarthy
Bowman and Brooke LLP
Direct: 1.408.961.4558

From: Philip McDaniel [mailto:philip.mcdaniel@wtllaw.com]
Sent: Monday, July 10, 2017 10:52 AM
To: Ryan McCarthy; Stephen R. Cornwell
Cc: Joe Cooper; Greg Mason; Mandy Jobe; Mary Madewell; Yer Xiong; Rene Sample
Subject: RE: Prehearing Disposition for Canchola and Guerra

I haven't received the order(s) yet. Would someone mind sending them to me?

Thanks

Philip R. McDaniel
(713) 244-0808

From: Ryan McCarthy [mailto:Ryan.McCarthy@bowmanandbrooke.com]

Sent: Friday, July 07, 2017 7:05 PM

To: Stephen R. Cornwell

Cc: Joe Cooper; Philip McDaniel; Greg Mason; Mandy Jobe; Mary Madewell; Yer Xiong; Rene Sample

Subject: Re: Prehearing Disposition for Canchola and Guerra

Steve - got the order. Are you contacting the Fresno judge to get an expedited hearing on the GFS and motion to seal or are we? I assume he'll set a hearing with no briefing schedule since it is submitted.

Ryan

408-961-4558

Bowman and Brooke LLP

Sent from my iPhone

On Jul 5, 2017, at 11:20 AM, Stephen R. Cornwell <Steve@CornwellSample.com> wrote:

The court has granted the request to lift the stay. As soon as the order is signed we will forward by email and serve you formally.

From: Wilhelm, Michael [mailto:MWilhelm@W2LG.com]

Sent: Wednesday, July 05, 2017 10:51 AM

To: Stephen R. Cornwell

Cc: Walter, Riley; Neulinger, Rayna C.; Bunting, Matthew

Subject: FW: Prehearing Disposition for Canchola and Guerra

Steve see attached – We will submit the orders to the court today and will watch the docket and let you know as soon as they have been signed and docketed.

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you receive this transmission in error, please notify the sender by reply email and delete the message and any attachments.

<0706_880F_2017.pdf>

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, July 10, 2017 8:45 PM
To: Joe Cooper; Catherine Houlihan
Subject: LeDuc

As you know the BK court has lifted the stay. So we need a new trial date. I am not agreeable to just going through the process and then having the clerk set a date in late 18. I want as early a date as possible for understandable reasons. So I am inquiring as to your position for a new date. I am sure I can find a date in early 18. You?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, July 11, 2017 12:43 PM
To: Joe Cooper; Mary Madewell
Subject: Re: LeDuc

Thanks Joe. I'm in San Bernardino. We will check to see what we can do and get back to you.

Sent from my iPhone

On Jul 11, 2017, at 11:16 AM, Joe Cooper <joe@coopllp.com> wrote:

Steve:

Here are some dates:

October 2,
December 11 or 18
February 26
March 19

Joe

From: Stephen R. Cornwell [<mailto:Steve@CornwellSample.com>]
Sent: Monday, July 10, 2017 8:45 PM
To: Joe Cooper; Catherine Houlihan
Subject: LeDuc

As you know the BK court has lifted the stay. So we need a new trial date. I am not agreeable to just going through the process and then having the clerk set a date in late 18. I want as early a date as possible for understandable reasons. So I am inquiring as to your position for a new date. I am sure I can find a date in early 18. You?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Wednesday, July 12, 2017 10:24 AM
To: Catherine Houlihan; Ryan McCarthy; philip.mcdaniel@wtllaw.com; Joe Cooper; greg.mason@mccormickbarstow.com
Cc: Rene Sample; Mary Madewell
Subject: RE: LEDUC Hearing Notice

Ryan, Philip, Greg and Joe: I assume you have no complaint re short notice. We are serving you formally as well by this means. If you have any reservation please advise.

Ryan and Philip – Please confirm that we can receive checks within 3 weeks of approval. I believe I have provided the manner in which the checks should be made but if there is any question please advise.

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Catherine Houlihan
Sent: Tuesday, July 11, 2017 5:18 PM
To: Ryan McCarthy; philip.mcdaniel@wtllaw.com; Joe Cooper; greg.mason@mccormickbarstow.com
Cc: Rene Sample; Stephen R. Cornwell; Mary Madewell
Subject: LEDUC Hearing Notice

Gentlemen,

Please see the attached notices of hearing on the Good faith settlement motions, joint motion to seal the settlement and trial setting.

If you have any questions or concerns please let me know.

Thank you,

Catherine M. Houlihan
Attorney
Law Office of Cornwell & Sample, LLP
7045 N. Fruit Ave.
Fresno, CA 93711

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, August 03, 2017 6:39 PM
To: Joe Cooper
Cc: Yer Xiong
Subject: Abby/LeDuc

Joe

I am not interested in \$25,000.

Since we have the hospital records, it should not be necessary to subpoena them. We should be able to isolate some significant records and stipulate them in. Also Dr. Billello was impossible for the last trial setting. I ask that we agree he is unavailable and read his deposition. I also want to isolate some med records for Tori and Miley and admit them rather than a big pile of records. I also recall that Sandoval is unavailable. I searched for him and cannot find him So can we stipulate that he is unavailable and read his deposition.

Please consider and advise.

S

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, August 21, 2017 3:49 PM
To: Joe Cooper
Cc: Mandy Jobe
Subject: LeDuc

Joe

Guerra did not obtain a release in BK. He is subject to punitive damages. The jury is going to hear all about licenses (no license) and that Canchola was going to be fired because he was using his cell phone too much.

I can resolve the entire case for \$1.5 MM. The claim that the policy is only \$25,000 doesn't withstand scrutiny based on the law and the policy. And the defendants will have no credit for anything paid by others.

Let me know if the carrier is interested. I presume they are not but wanted them at least to know what it would take. Otherwise I am ready for trial on October 2.

Do you have any intention of deposing my expert?

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Tuesday, August 22, 2017 9:50 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc

Steve:

Thank you for your clients settlement demand. I will be back in touch.

Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Monday, August 21, 2017 3:49 PM
To: Joe Cooper
Cc: Mandy Jobe
Subject: LeDuc

Joe

Guerra did not obtain a release in BK. He is subject to punitive damages. The jury is going to hear all about licenses (no license) and that Canchola was going to be fired because he was using his cell phone too much.

I can resolve the entire case for \$1.5 MM. The claim that the policy is only \$25,000 doesn't withstand scrutiny based on the law and the policy. And the defendants will have no credit for anything paid by others.

Let me know if the carrier is interested. I presume they are not but wanted them at least to know what it would take. Otherwise I am ready for trial on October 2.

Do you have any intention of deposing my expert?

Steve

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Thursday, August 24, 2017 4:31 PM
To: Stephen R. Cornwell
Subject: RE: LeDuc

Steve:

How long do you anticipate your clients case to take? I believe Judge Snauffer is dark on Fridays. Have plaintiffs given any thought to a stipulation regarding liability? Call me when you are able. Thank you, Joe

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Joe

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, August 31, 2017 5:09 PM
To: Joe Cooper
Subject: misc

Two further issues I would like to reconcile: Eric Arredondo. Not sure going to use him but he is in San Diego. I did issue a subpoena for him. His mother told us that he is in school in San Diego. Can we stip he is unavailable?

We tried to locate Sandoval, the paramedic that rode with Marsha to the hospital in Reedley and then again to Fresno. Cannot find him anywhere. Can we stipu to him being unavailable? He is truly unavailable.

I am working on instructions, motions, trial brief etc. so I am sure there will be more.

Please let me know as I will need to obtain evidence of their situations. As it is I would probably only read a brief part of Arredondo.

Stephen R. Cornwell
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Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Friday, September 01, 2017 10:46 AM
To: Joe Cooper
Subject: LeDuc

Joe

There is no sense in having the MSC. We are light years apart. Pls inform the court that the MSC should be taken off.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Friday, September 01, 2017 11:36 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc

Thank you Steve. I believe I have mentioned that the authority I have with which to settle this case is \$50,000. The order of Judge Lastreto allows plaintiffs to proceed with the case up to the limits of the policy, which is \$50,000. Plaintiffs would appear to only be able to seek \$50,000 based upon the operative pleadings.

I will get back in touch with you regarding the issues referenced in your earlier email.

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(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Friday, September 01, 2017 1:15 PM
To: Joe Cooper
Subject: RE: LeDuc

That is with respect to Canchola. Guerra has no order and so we can obtain whatever verdict against him the jury renders. Guerra's BK was never concluded and was dismissed. Do we need to have a SC. We are not accepting \$50,000.

Stephen R. Cornwell
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(559) 436-1135 (fax)

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Friday, September 01, 2017 2:25 PM
To: Stephen R. Cornwell
Subject: RE: LeDuc

Steve:

Mr. Guerra's bankruptcy was not dismissed. He failed to appear for his first meeting of creditors. I am informed he had a flat tire on his way from Los Angeles. The trustee filed a motion to dismiss, as per protocol when a debtor fails to appear. He appeared at the rescheduled meeting of creditors and the motion was removed from calendar. He will be discharged from bankruptcy, probably Wednesday of next week. If that happens, and I am advised it will, then plaintiffs only can pursue a claim up to the policy of \$50,000 as per the court order.

Feel free to call me when you are able.

Joe

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To: Joe Cooper
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(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Friday, September 01, 2017 3:30 PM
To: Joe Cooper
Subject: RE: LeDuc

Joe

Well we will see about that. Read Canchola's discharge. It specifically says the BK does not stop creditors from collecting from anyone else who is also liable on the debt, "such as an insurance company". There is nothing about the order which limits the damages to \$50,000. I hope you have not advised the insurance carrier that that is the case as your deposition is certain to be taken someday soon.

Stephen R. Cornwell
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7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Yer Xiong

From: Yer Xiong
Sent: Tuesday, September 05, 2017 1:59 PM
To: Sylvia
Subject: RE: LeDuc v. GM

Camille from the ADR dept at court confirmed there is no MSC tomorrow.

From: Sylvia [mailto:Sylvia@coopllp.com]
Sent: Tuesday, September 05, 2017 10:32 AM
To: Yer Xiong
Cc: Joe Cooper; Stephanie Kokka
Subject: RE: LeDuc v. GM

Hi, Yer –

As far as I know, the MSC is still on calendar for tomorrow. I have not heard anything to the contrary. Mr. Cooper is currently in trial, but if he happens to call me today, I will be sure to ask him about this again.

Sylvia Sais
Paralegal to Joseph D. Cooper Sr.
Cooper & Cooper
7519 N. Ingram Avenue; Suite 103
Fresno, CA 93711
(559)442-1650 (phone)
(559)442-1659 (fax)
sylvia@coopllp.com

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Tuesday, September 05, 2017 10:48 AM
To: Sylvia
Cc: Joe Cooper; Stephanie Kokka
Subject: RE: LeDuc v. GM

Are we having an MSC tomorrow?

From: Sylvia [mailto:Sylvia@coopllp.com]
Sent: Thursday, August 31, 2017 12:19 PM
To: Yer Xiong
Cc: Joe Cooper; Stephanie Kokka
Subject: RE: LeDuc v. GM

Hi, Yer –

We don't have authority to do that yet, but we will get back to you regarding this.

Sylvia Sais
Paralegal to Joseph D. Cooper Sr.
Cooper & Cooper
7519 N. Ingram Avenue; Suite 103
Fresno, CA 93711
(559)442-1650 (phone)

(559)442-1659 (fax)
sylvia@coopllp.com

From: Yer Xiong [<mailto:yer@cornwellsample.com>]
Sent: Thursday, August 31, 2017 9:55 AM
To: Sylvia
Subject: LeDuc v. GM

Have you heard from Mr. Cooper about vacating the MSC?

Thank you.

Yer Xiong
CORNWELL & SAMPLE, LLP
7045 N. Fruit Avenue
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 [fax]

This email (and any attachments) is intended only for the person(s) to whom it is addressed and may contain information that is privileged, confidential and protected from disclosure pursuant to applicable law. If you are not the addressee or the person authorized to deliver this document to the addressee, you are hereby notified that any review, disclosure, copying, dissemination or other action based on the content of this communication is not authorized. Interception of e-mail is a crime under the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and 2701-2709. If you have received this document in error, please immediately notify our office, delete the email from your system and shred all copies.

COOPER & COOPER

ATTORNEYS AT LAW

*7519 North Ingram Avenue, Suite 103
Fresno, California 93711*

joe@coopllp.com

September 5, 2017

File No.70028.14

VIA EMAIL ONLY

Fresno County Superior Court
Attn: Camille Valentine
1130 O Street
Fresno, CA 93721

Re: ***Guerra adv. LeDuc***
Fresno County Superior Court Case No. 13CECG03811

Dear Ms. Valentine:

The purpose of this correspondence is to request that the Mandatory Settlement Conference be rescheduled for the above-referenced matter. As my paralegal informed you, we were never informed that it had been taken off calendar and, therefore, respectfully request that it be rescheduled.

Thank you in advance for your anticipated courtesy and cooperation in this matter.

Very truly yours,

COOPER & COOPER

(Not read – sent to avoid delay)

Joseph D. Cooper Sr.

JDC:ss

cc (via email only): Stephen Cornwell, Esq.

Yer Xiong

From: Sylvia <Sylvia@coopllp.com>
Sent: Tuesday, September 05, 2017 4:04 PM
To: cvalentine@fresno.courts.ca.gov
Cc: Yer Xiong; mrobinson@robinsonfirm.com; Beachlawyer51@hotmail.com; rbelardinelli@gbnlawyers.com; Joe Cooper
Subject: FW: Guerra adv. LeDuc
Attachments: Court.MSC.reset.pdf

Hi, Camille –

Per your request, I am forwarding this email which includes our letter to you, to the two remaining plaintiffs' attorneys (Mr. Mark Robinson and Mr. Richard Bellardinelli). I am also re-sending this email to Yer at Mr. Cornwell's office (the lead plaintiff's attorney in this matter) for their information as well. As we discussed, all of the other attorneys that were representing the automobile manufacturing companies have settled and are out of the case, so they are NOT being included with this email.

Please advise if there is any additional information that you need in order to proceed with rescheduling the MSC. Thank you.

Sylvia Sais
Paralegal to Joseph D. Cooper Sr.
Cooper & Cooper
7519 N. Ingram Avenue; Suite 103
Fresno, CA 93711
(559)442-1650 (phone)
(559)442-1659 (fax)
sylvia@coopllp.com

From: Sylvia
Sent: Tuesday, September 05, 2017 3:13 PM
To: Camille Valentine (cvalentine@fresno.courts.ca.gov)
Cc: Yer (yer@cornwellsample.com); Joe Cooper; Stephanie Kokka
Subject: Guerra adv. LeDuc

Hi, Camille –

Please see attached correspondence and please confirm receipt of this email. Thank you.

Sylvia Sais
Paralegal to Joseph D. Cooper Sr.
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Fresno, CA 93711
(559)442-1650 (phone)
(559)442-1659 (fax)
sylvia@coopllp.com

Yer Xiong

From: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Sent: Wednesday, September 06, 2017 8:53 AM
To: 'Sylvia'
Cc: Yer Xiong; mrobinson@robinsonfirm.com; Beachlawyer51@hotmail.com; rbelardinelli@gbnlawyers.com; Joe Cooper
Subject: RE: Guerra adv. LeDuc

Good morning Sylvia,

Thank you for all of your efforts. As per our previous conversations, I sincerely apologize if your office missed communication to vacate the MSC due to an impasse on settlement negotiations. If I am in error Counselors please let me know.

Our ADR department has been diligent in making contact with everyone at least a week or more in advance to prepare for the MSC's. Sometimes, I have to make multiple calls. I am usually prompted to confirm if mediation has been done in the case to satisfy the ADR stipulation and to request for a copy of the Settlement Conference Statement, which at the very least is due 5 days prior to the MSC. I never received one from your office and am still awaiting confirmation that mediation has been done.

So, in efforts to check in and offer an opportunity to reschedule the MSC please confirm if that is a desire for all parties included in this email and I will quickly make arrangements.

If you have further concerns, please feel free to contact me.

Thank you,

Camille

**Camille Valentine, M.A.
Assistant ADR Administrator
Superior Court County of Fresno
559.457-1909
559. 457-1691 (Fax)
cvalentine@fresno.courts.ca.gov**

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From: Sylvia [mailto:Sylvia@coopllp.com]
Sent: Tuesday, September 05, 2017 4:04 PM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Cc: yer@cornwellsample.com; mrobinson@robinsonfirm.com; Beachlawyer51@hotmail.com; rbelardinelli@gbnlawyers.com; Joe Cooper <Joe@coopllp.com>
Subject: FW: Guerra adv. LeDuc

Hi, Camille –

Per your request, I am forwarding this email which includes our letter to you, to the two remaining plaintiffs' attorneys (Mr. Mark Robinson and Mr. Richard Bellardinelli). I am also re-sending this email to Yer at Mr. Cornwell's office (the lead plaintiff's attorney in this matter) for their information as well. As we discussed, all of the other attorneys that were representing the automobile manufacturing companies have settled and are out of the case, so they are NOT being included with this email.

Please advise if there is any additional information that you need in order to proceed with rescheduling the MSC. Thank you.

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sylvia@coopllp.com

From: Sylvia
Sent: Tuesday, September 05, 2017 3:13 PM
To: Camille Valentine (cvalentine@fresno.courts.ca.gov)
Cc: Yer (yer@cornwellsample.com); Joe Cooper; Stephanie Kokka
Subject: Guerra adv. LeDuc

Hi, Camille –

Please see attached correspondence and please confirm receipt of this email. Thank you.

Sylvia Sais
Paralegal to Joseph D. Cooper Sr.
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Fresno, CA 93711
(559)442-1650 (phone)
(559)442-1659 (fax)
sylvia@coopllp.com

Yer Xiong

From: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Sent: Wednesday, September 06, 2017 11:30 AM
To: Stephen R. Cornwell
Cc: Yer Xiong; 'Sylvia'; Joe Cooper; Stephanie Kokka
Subject: RE: LeDuc

Thank you so much Mr. Cornwell,

I am hoping your response can provide some clarity for everyone as well.

Best regards,

Camille

**Camille Valentine, M.A.
Assistant ADR Administrator
Superior Court County of Fresno
559.457-1909
559. 457-1691 (Fax)
cvalentine@fresno.courts.ca.gov**

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From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Wednesday, September 06, 2017 11:02 AM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Subject: FW: LeDuc

Forwarded.

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Stephen R. Cornwell
Sent: Wednesday, September 06, 2017 9:48 AM
To: 'mailto:cvalentine@FRESNO.COURTS.CA.GOV'
Cc: 'Joe Cooper'; sylvia@coopllp.com
Subject: LeDuc

Good Morning Camille

Regarding the MSC, there is no reason to have an MSC. The defendants have declared bankruptcy. The BK court has specifically permitted an action against any insurance carrier that would insure the judgment. The LeDuc case is about a death and injuries caused by the two defendants. The insurance carrier claims that the insurance company can only be responsible for the declared policy limits. This is not true in this case and nothing can prevent me from trying the value of the death of Mrs. LeDuc and the injuries to Mrs. LeDuc's daughter and granddaughter. Once the jury has made that determination, I will sue the insurance carrier for the judgment. The parties are at a complete impasse'. The insurance company claims that the collection of the judgment will be limited to the \$50,000 policy limits. My learned counsel in bankruptcy is 100% certain that if the policy limits are actually \$750,000 that the plaintiffs may pursue the insurance company for this amount or whatever the amount of the judgment is if it is less than \$750,000. So, the parties are fixed in their determination. Nothing can be accomplished at the MSC. It would be a waste of time.

I hope that this clears matters up. If there are any questions, feel free to call me. And please put me on your email list along with Yer.

Thank You.

Steve C

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Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

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(559) 436-1135 (fax)

Stephen R. Cornwell

From: Sylvia <Sylvia@coopllp.com>
Sent: Thursday, September 07, 2017 8:01 AM
To: cvalentine@fresno.courts.ca.gov
Cc: Stephen R. Cornwell; Yer Xiong; Joe Cooper
Subject: Guerra adv. LeDuc; FSC Case No. 13CECG03811
Attachments: Court.pdf; MSC Stmt.pdf

Hi, Camille –

Please see attached correspondence. Thank you.

Sylvia Sais
Paralegal to Joseph D. Cooper Sr.
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COOPER & COOPER

ATTORNEYS AT LAW

*7519 North Ingram Avenue, Suite 103
Fresno, California 93711*

joe@coopllp.com

September 7, 2017

File No.70028.14

VIA EMAIL ONLY

Fresno County Superior Court
Attn: Camille Valentine
1130 O Street
Fresno, CA 93721

Re: ***Guerra adv. LeDuc***
Fresno County Superior Court Case No. 13CECG03811

Dear Ms. Valentine:

I am in receipt of an email forwarded to you by counsel for Plaintiffs. Enclosed is a copy of the Mandatory Settlement Conference Statement my clients proffered. The Bankruptcy Order is attached to my client's Mandatory Settlement Conference Statement.

The Order of the Bankruptcy Court does not provide for the removal of the Mandatory Settlement Conference from the Court's calendar. Defendants request that the Court schedule the Mandatory Settlement Conference again. There was no clear explanation as to why it was removed from calendar. As it stands now, I still don't have any confirmation as to how or why the Mandatory Settlement Conference was removed from calendar. Plaintiffs certainly would like to have had it removed and were requesting that it be removed. Defendants believe that the settlement conference should go forward.

Thank you for your efforts in getting the settlement conference in this matter back on calendar. Plaintiffs mediated this matter outside of the Defendants' participation and now are seeking to avoid the settlement conference. My clients are entitled to a settlement conference and attempted to comply with a Court Order to mediate. My clients and I look forward to hearing back from you.

Very truly yours,

COOPER & COOPER

(Dictated but not read – sent to avoid delay)

Joseph D. Cooper Sr.

JDC:ss

Enclosure

cc (w/enclosure; via email only): Stephen Cornwell, Esq.

N:\secty\70028.14\CORRESP\Court.MSC

◆ Telephone: (559) 442-1650

◆ Facsimile: (559) 442-1659

◆ E-mail: info@coopllp.com

LP0001004

1 **JOSEPH D. COOPER SR. #139993**
2 **COOPER & COOPER**

3 **ATTORNEYS AT LAW**

4 7519 N. Ingram Avenue, Suite 103

5 Fresno, California 93711

6 Telephone (559) 442-1650

7 Facsimile (559) 442-1659

8 Attorneys for Defendants,

9 MARIO ALBERTO GUERRA (erroneously sued herein as MARIO ALBERTO GUERRO),
10 GUERRA PRODUCE and DANIEL CANCHOLA

11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF FRESNO**

13 CAL LeDUC; TORI ABBY; MILEY)
14 ABBY, a minor, by and through her)
15 Guardian ad Litem TORI ABBY; MANDY)
16 JOBE; LUKUS LeDUC; JAY LeDUC; and)
17 CAL LeDUC as successor in interest to the)
18 estate of Marsha Kay LeDuc,)

19 Plaintiffs,

20 vs.

21 GENERAL MOTORS CORPORATION;)
22 TOYOTA MOTOR CORPORATION;)
23 NEW UNITED MOTOR)
24 MANUFACTURING, INC.; TRQSS, INC.)
25 (F/K/A QUALITY SAFETY SYSTEMS)
26 COMPANY); TRW AUTOMOTIVE)
27 GMBH (F/K/A TRW GmbH; F/K/A TRW)
28 Repa GmbH); TRW CANADA LIMITED;)
29 MARIO ALBERTO GUERRA; DANIEL)
30 M. CANCHOLA; GUERRA PRODUCE;)
31 and DOES 1 to 50, inclusive,)

32 Defendants.

CASE NO. 13CECG03811

**MANDATORY SETTLEMENT
CONFERENCE STATEMENT**

DATE: September 6, 2017

TIME: 10:00 a.m.

DEPT: 575

Complaint Filed: December 11, 2013

33 COMES NOW, Defendants, MARIO ALBERTO GUERRA (erroneously sued herein as
34 MARIO ALBERTO GUERRO), GUERRA PRODUCE and DANIEL CANCHOLA, who hereby
35 offer the following settlement conference statement.

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I

PARTIES

Plaintiffs, CAL LeDUC; TORI ABBY; MILEY ABBY, a minor, by and through her Guardian ad Litem TORI ABBY; MANDY JOBE; LUKUS LeDUC; JAY LeDUC; and CAL LeDUC as successor in interest to the estate of Marsha Kay LeDuc, are represented by Stephen Cornwell of Cornwell & Sample, Richard A. Belardinelli of Georgeson & Belardinelli, and Mark P. Robinson, Jr., of Robinson Calcagnie Robinson.

Defendants, Toyota Motor Corporation and New United Motor Manufacturing, Inc., are represented by Vincent Galvin, Ryan A. McCarthy, and Anne Hanna, at Bowman & Brooke, LLP. Defendants, TRQSS, Inc., TRW Automotive GMBH, and TRW Canada Limited, are represented by Gregory S. Mason of McCormick Barstow and David B. Weinstein and Philip McDaniel of WEINSTEIN TIPPETTS & LITTLE LLP.

II

STATEMENT OF FACTS

At all times relevant to this action, MARIO GUERRA operated a commercial business where he would buy and sell citrus fruits. He had a cold storage facility that he would use to store fruits that he had purchased. MARIO GUERRA owned a Dodge Ram 3500 truck that he used for his business.

MARIO GUERRA hired DANIEL CANCHOLA to help him at his cold storage. DANIEL CANCHOLA performed some general labor tasks around the facility, and on a couple of occasions he drove the Dodge Ram 3500 truck for various business related purposes. At the time he was hired, DANIEL CANCHOLA told MARIO GUERRA that he did not have a driver's license but that he was in the process of getting one. MARIO GUERRA had seen DANIEL CANCHOLA drive his father's truck on a number of occasions and knew that DANIEL CANCHOLA had worked at a nearby business, Huebert Farms, where he also drove a vehicle. DANIEL CANCHOLA had been employed by Guerra Produce for three days and the day of the incident was his last day of employment.

On approximately June 12, 2013, Defendant, DANIEL CANCHOLA was in the course and scope of his employment while operating a 2001 Dodge 3500 license no. 99223A1 owned by

1 Defendant MARIO GUERRA. DANIEL CANCHOLA was sent to Huebert Farm to deliver bins
2 and was on his way back to the cold storage when the accident occurred. There were no
3 passengers in the vehicle with DANIEL CANCHOLA, who was driving southbound on Alta
4 Avenue approaching the intersection with Manning in the City of Reedley, California. That
5 intersection is controlled by a traffic signal and the insured driver was approaching a red light.
6 DANIEL CANCHOLA applied the brakes, but the brakes were not responding as expected, and
7 he was unable to bring the vehicle to a stop before making impact with the rear of a 2003 Pontiac
8 Vibe license no. 4XDR416 driven by Plaintiff TORI ABBY, and owned by Robert Abby. The
9 passengers in that vehicle were two-year old Plaintiff MILEY ABBY and Plaintiff MARSHA
10 LEDUC. The Plaintiff's vehicle sustained major rear and front end damages as it was pushed into
11 a 2003 GMC Sonoma license no. 6X05698. The Sonoma was driven by its registered owner,
12 Guadalupe Medina. Ms. Medina's vehicle sustained minor rear-end damages.

13 Immediately following the accident, Defendant, MARIO GUERRA came to the scene and
14 Defendant, DANIEL CANCHOLA informed him that there was an issue with the brakes when he
15 was attempting to stop. Plaintiff, TORI ABBY has not had any contact with Defendants, MARIO
16 GUERRA and DANIEL CANCHOLA, and they never approached at the scene of the accident.
17 Plaintiff, TORI ABBY called Plaintiff, CAL LeDUC to inform him of the accident and he
18 subsequently drove to the hospital in hopes of seeing his wife, Plaintiff, MARSHA LeDUC.
19 Plaintiffs have not had any interactions at any time with the Defendants, DANIEL CANCHOLA
20 and MARIO GUERRA.

21 It is alleged that Plaintiff, MARSHA LEDUC'S seatbelt failed during the collision, as did
22 the airbags in the Pontiac Vibe, and that such failure amounts to negligence on the part of General
23 Motors Corporation, Toyota Motor Corporation, New United Motor Manufacturing, Inc, TRQSS
24 Inc., TRW Automotive CMBH, and TRW Canada Limited.

25 III

26 LIABILITY

27 It is submitted that there is no comparative fault upon plaintiffs in this matter. The evidence
28 is clear that defendant DANIEL CANCHOLA attempted to stop the vehicle he was operating at
the time of the incident but was unable to stop in time before impacting the rear end of the vehicle

1 being occupied by plaintiff and decedent. Plaintiff settled with the automobile manufacturers for
2 a total of \$675,000 based upon allegations of defective design of the vehicle and components
3 therein. These defendants are no longer participating in this lawsuit.

4 IV

5 ARGUMENT

6 It is submitted that the injuries to the occupants of the vehicle are inconsistent. The
7 plaintiffs MILEY ABBY and TORI ABBY are completely resolved from their relatively minor
8 injuries. MILEY ABBY had a black right eye for a period of time, and TORI ABBY had an injured
9 lower left leg and has resolved that for a few months. Both relatively minor injuries are completely
10 inconsistent with the fractured neck of MARSHA LEDUC which resulted in her death. It is
11 submitted that MARSHA LEDUC was not wearing her seatbelt at the time of the incident. TORI
12 ABBY was wearing her seatbelt and MILEY ABBY was restrained in a booster seat with a
13 seatbelt. First responders noticed the seatbelt draped over the right shoulder of the decedent but
14 were unable to verify that she had her seatbelt on. In fact, nobody has testified that she was
15 wearing her seatbelt at the time of the incident. So that its logical to assume that had MARSHA
16 LEDUC been wearing her seatbelt she would have suffered similar type injuries as those of the
17 other occupants. Instead, she suffered a C-3 interior fracture which ultimately lead to her death.
18 As such, it is submitted that had she been wearing her seatbelt, she would have sustained similar
19 injuries to the other occupants and thereby mitigate her damages; effectively eliminating any
20 wrongful death claims of the parties.

21 V

22 SETTLEMENT DISCUSSIONS

23 Neither Defendants MARIO GUERRA, GUERRA PRODUCE, or DANIEL CANCHOLA,
24 have any assets from which to recover. They are in essence judgement proof. The only asset to
25 which they have with which to satisfy this claim is \$50,000 of available insurance coverage. That
26 insurance coverage was offered to plaintiffs at the inception of the case. Plaintiffs take the position
27 that defendant MARIO GUERRA was to procure a policy of \$750,000 given that the "GDW
28 vehicle weight" of the Dodge 3500 DANIEL CANCHOLA was operating at the time of the
incident required such a policy limit. Plaintiffs have indicated repeatedly that they would not settle

1 the case and that they are going to try the case against defendants and obtain a big a verdict as
2 possible and then seek relief against defendant's insurer.

3 Defendants have attempted to get this matter to mediation, as required by the Fresno County
4 local rules, but have been ignored. Defendants are informed to believe that when the automobile
5 defendants were involved in the case, the mediation was undertaken with plaintiffs. That defendant
6 MARIO GUERRA, GUERRA PRODUCE, and DANIEL CANCHOLA were not allowed to
7 participate in that mediation. The available policy limits of \$50,000 has been on the table for
8 plaintiffs since the inception of the case.

9 VI

10 **BANKRUPTCY ORDER**

11 Defendants filed for bankruptcy protection. The Hon. Rene Lastreto issued an Order after
12 Plaintiffs had sought relief from bankruptcy. The Court issued an Order allowing Plaintiffs to seek
13 the available insurance policy limits of Defendants/Debtors MARIO GUERRA and DANIEL
14 CANCHOLA. That amount is \$50,000. True and correct copies of the Bankruptcy Orders are
15 attached hereto and incorporated herein by reference as Exhibit "A."

16 VII

17 **CONCLUSION**

18 Defendants have offered their policy limits. Plaintiffs cannot pursue any claims against
19 Defendants beyond the available insurance policy limits of the Defendants pursuant to the
20 Bankruptcy Order.

21 WHEREFORE, it is respectfully requested that the Court assist the parties in settling this
22 matter.

23 Respectfully submitted,

24 Dated: September 1, 2017

COOPER & COOPER


25 By: 
26 JOSEPH D. COOPER SR.
27 Attorneys for Defendants,
28 MARIO ALBERTO GUERRA
GUERRA PRODUCE and
DANIEL CANCHOLA

EXHIBIT “A”

Filed 07/07/17

Case 17-11365

Doc 30

1 WALTER WILHELM LAW GROUP
 a Professional Corporation
 2 Michael L. Wilhelm #101495
 Matthew P. Bunting #306034
 3 205 E. River Park Circle, Suite 410
 Fresno, CA 93720
 4 Telephone: (559) 435-9800
 Facsimile: (559) 435-9868
 5 E-mail: mwwilhelm@W2LG.com
 mbunting@W2LG.com
 6

(SPACE BELOW FOR FILING STAMP ONLY)

7 Attorneys for Movants
 CAL LeDUC; TORI ABBY; MILEY ABBY, a
 Minor, by and through her Guardian ad Litem
 8 TORI ABBY; MANDY JOBE; LUKUS LeDUC;
 JAY LeDUC; and CAL LeDUC as successor
 9 In Interest to the estate of Marsha Kay LeDUC,

10 IN THE UNITED STATES BANKRUPTCY COURT
 11 EASTERN DISTRICT OF CALIFORNIA
 12 FRESNO DIVISION

In re

MARIO A. GUERRA,

Debtor.

CASE NO. 17-11365

Chapter 7

DC NO. WW-1

17 CAL LeDUC; TORI ABBY; MILEY ABBY, a
 18 Minor, by and through her Guardian ad
 Litem TORI ABBY; MANDY JOBE; LUKUS
 19 LeDUC; JAY LeDUC; and CAL LeDUC as
 successor In Interest to the estate of
 20 Marsha Kay LeDUC,

Movants.

v.

23 MARIO A. GUERRA and TRUDI G.
 MANFREDO, Chapter 7 Trustee,

Respondents.

ORDER GRANTING RELIEF FROM
 STAY TO PURSUE PENDING ACTION
 IN NON-BANKRUPTCY FORUM
 PURSUANT TO 11 U.S.C. 362(d)(1)

Date: July 6, 2017

Time: 9:30 a.m.

Place: 2500 Tulare Street
Fresno, CA 93721

Courtroom 13

Judge: Honorable René Lastreto II

//

//

RECEIVED

July 05, 2017

CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
0006081609

Q RELIEF FROM STAY TO
 Q ACTION IN NON-BANKRUPTCY
 IT TO 11 U.S.C. 362(d)(1)

-1-

00148184-MPB-07.05.2017

Filed 07/07/17

Case 17-11365

Doc 30

1 AT FRESNO, IN THE EASTERN DISTRICT OF CALIFORNIA.

2 The hearing on the Motion for Relief from Stay to Pursue Pending Action in Non-
3 Bankruptcy Forum Pursuant to 11 U.S.C. § 362(d)(1) ("Motion") filed by CAL LeDUC;
4 TORI ABBY; MILEY ABBY, a Minor, by and through her Guardian ad Litem TORI
5 ABBY; MANDY JOBE; LUKUS LeDUC; JAY LeDUC; and CAL LeDUC as successor in
6 interest to the estate of Marsha Kay LeDUC, ("Movants"), parties in interest in the
7 Chapter 7 bankruptcy proceeding of MARIO A. GUERRA (the "Debtor"), came before
8 the Court for hearing at the above date and time in the above entitled courtroom. The
9 matter was resolved without oral argument.
10

11 The Court considered the Motion, the Memorandum of Points and Authorities
12 and other papers submitted in support of the Motion including the Declaration of
13 Stephen Cornwell, the record in this case, and admissible evidence presented to the
14 Court on the Motion, and having received no objection to the Motion, hereby finds that:
15 (a) notice of the Motion and hearing thereon were adequate, proper, and in compliance
16 with B.R. 7004; (b) there is good cause to modify the automatic stay. Based on the
17 foregoing:
18

19 IT IS HEREBY ORDERED that:
20

- 21 1. The Motion is GRANTED.
- 22 2. The automatic stay under 11 U.S.C. §362 is modified to permit the action
23 styled as *Cal LeDuc et. al. v. General Motors Corporation et. al.* Case No.
24 13CECG03811, pending before the Superior Court of California for the County of
25 Fresno County (the "Car Crash Litigation"), to proceed to conclusion through and
26 including the entry of judgment, including any post-judgment motions, appeals or other
27 appellate review. Relief from the automatic stay is granted to permit enforcement of
28

ORDER GRANTING RELIEF FROM STAY TO
PURSUE PENDING ACTION IN NON-BANKRUPTCY
FORUM PURSUANT TO 11 U.S.C. 362(d)(1)

-2-

00146164-MPB-07.05.2017

LP0001012

Filed 07/07/17

Case 17-11365

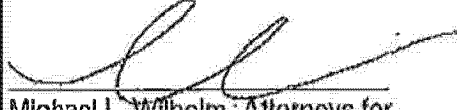
Doc 39

1 judgment against any insurance proceeds resulting from the litigation. Relief from the
2 automatic stay is not granted to permit enforcement of any judgment against the Debtor.

3 3. The 14 day stay imposed by FRBP 4001(a)(3) is waived.
4
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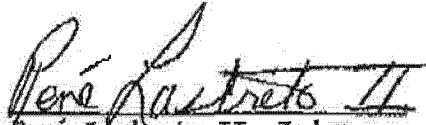
6 b
7 c
8
9

10 Submitted by:
11 WALTER WILHELM LAW GROUP

12 
13 Michael L. Wilhelm, Attorneys for
14 Movants CAL LeDUC; TORI ABBY;
15 MILEY ABBY, a Minor, by and
16 through her Guardian ad Litem
17 TORI ABBY; MANDY JOBE;
18 LUKUS LeDUC; JAY LeDUC; and
19 CAL LeDUC as successor in interest
20 to the estate of Marsha Kay LeDUC
21
22
23

24 Dated: Jul 07, 2017

By the Court

25 
26 René Lastrato II, Judge
27 United States Bankruptcy Court
28

ORDER GRANTING RELIEF FROM STAY TO
PURSUE PENDING ACTION IN NON-BANKRUPTCY
FORUM PURSUANT TO 11 U.S.C. 362(d)(1)

-3-

00148184-MPB-07.06.2017

LP0001013

Filed 07/07/17

Case 17-11346

Doc 26

1 WALTER WILHELM LAW GROUP
 a Professional Corporation
 2 Michael L. Wilhelm #101495
 Matthew P. Bunting #308034
 3 205 E. River Park Circle, Suite 410
 Fresno, CA 93720
 4 Telephone: (559) 435-9800
 Facsimile: (559) 435-9868
 5 E-mail: mwilhelm@W2LG.com
 mbunting@W2LG.com

(SPACE BELOW FOR FILING STAMP ONLY)

6 Attorneys for Movants
 7 CAL LeDUC; TORI ABBY; MILEY ABBY, a
 Minor, by and through her Guardian ad Litem
 8 TORI ABBY; MANDY JOBE; LUKUS LeDUC;
 JAY LeDUC; and CAL LeDUC as successor
 9 In interest to the estate of Marsha Kay LeDUC,

10 IN THE UNITED STATES BANKRUPTCY COURT
 11 EASTERN DISTRICT OF CALIFORNIA
 12 FRESNO DIVISION

In re

14 DANIEL M. CANCHOLA,
 15 Debtor.

CASE NO. 17-11346

Chapter 7

DC NO. WW-1

17 CAL LeDUC; TORI ABBY; MILEY ABBY, a
 18 Minor, by and through her Guardian ad
 Litem TORI ABBY; MANDY JOBE; LUKUS
 19 LeDUC; JAY LeDUC; and CAL LeDUC as
 successor In interest to the estate of
 20 Marsha Kay LeDUC,

Movants.

v.

23 DANIEL M. CANCHOLA, and JAMES E.
 SALVEN, Chapter 7 Trustee,

Respondents.

ORDER GRANTING RELIEF FROM
 STAY TO PURSUE PENDING ACTION
 IN NON-BANKRUPTCY FORUM
 PURSUANT TO 11 U.S.C. 362(d)(1)

Date: July 6, 2017

Time: 9:30 a.m.

Place: 2500 Tulare Street

Fresno, CA 93721

Courtroom 13

Judge: Honorable René Lastreto II

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RECEIVED
 July 05, 2017
 CLERK, U.S. BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
 0006001610

RELIEF FROM STAY TO
 ACTION IN NON-BANKRUPTCY
 IT TO 11 U.S.C. 362(d)(1)

-1-

00148180-MPB-07.06.2017

LP0001014

Filed 07/07/17

Case 17-11346

Doc 26

1 AT FRESNO, IN THE EASTERN DISTRICT OF CALIFORNIA.

2 The hearing on the Motion for Relief from Stay to Pursue Pending Action in Non-
3 Bankruptcy Forum Pursuant to 11 U.S.C. § 362(d)(1) ("Motion") filed by CAL LeDUC;
4 TORI ABBY; MILEY ABBY, a Minor, by and through her Guardian ad Litem TORI
5 ABBY; MANDY JOBE; LUKUS LeDUC; JAY LeDUC; and CAL LeDUC as successor In
6 Interest to the estate of Marsha Kay LeDUC, ("Movants"), parties in interest in the
7 Chapter 7 bankruptcy proceeding of DANIEL M. CANCHOLA (the "Debtor"), came
8 before the Court for hearing at the above date and time in the above entitled courtroom.
9 The matter was resolved without oral argument.

10 The Court considered the Motion, the Memorandum of Points and Authorities
11 and other papers submitted in support of the Motion including the Declaration of
12 Stephen Cornwell, the record in this case, and admissible evidence presented to the
13 Court on the Motion, and having received no objection to the Motion, hereby finds that:
14 (a) notice of the Motion and hearing thereon were adequate, proper, and in compliance
15 with B.R. 7004; (b) there is good cause to modify the automatic stay. Based on the
16 foregoing:
17

18 IT IS HEREBY ORDERED that:

- 19
- 20 1. The Motion is GRANTED.
 - 21 2. The automatic stay under 11 U.S.C. §362 is modified to permit the action
22 styled as *Cal LeDuc et. al. v. General Motors Corporation et. al.* Case No.
23 13CECG03811, pending before the Superior Court of California for the County of
24 Fresno County (the "Car Crash Litigation"), to proceed to conclusion through and
25 including the entry of judgment, including any post-judgment motions, appeals or other
26 appellate review. Relief from the automatic stay is granted to permit enforcement of
27
28

ORDER GRANTING RELIEF FROM STAY TO
PURSUE PENDING ACTION IN NON-BANKRUPTCY
FORUM PURSUANT TO 11 U.S.C. 362(d)(1)

-2-

00146180-MPB-07.05.2017

LP0001015

Filed 07/07/17


Case 17-11346

Doc 26

1 judgment against any insurance proceeds resulting from the litigation. Relief from the
2 automatic stay is not granted to permit enforcement of any judgment against the Debtor.

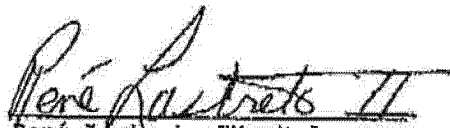
3 3. The 14 day stay imposed by FRBP 4001(a)(3) is waived.
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10 Submitted by:
11 WALTER WILHELM LAW GROUP

12 
13 Michael L. Wilhelm, Attorneys for
14 Movants CAL LeDUC; TORI ABBY;
15 MILEY ABBY, a Minor, by and
16 through her Guardian ad Litem
17 TORI ABBY; MANDY JOBE;
18 LUKUS LeDUC; JAY LeDUC; and
19 CAL LeDUC as successor in interest
20 to the estate of Marsha Kay LeDUC
21
22
23

24 Dated: Jul 07, 2017

By the Court

25 
26 René Lastrato II, Judge
27 United States Bankruptcy Court IN
28

ORDER GRANTING RELIEF FROM STAY TO
PURSUE PENDING ACTION IN NON-BANKRUPTCY
FORUM PURSUANT TO 11 U.S.C. 382(d)(1)

-3-

00140180-MPB-07.06.2017

LP0001016

1 *LeDuc vs. General Motors, et al.*
2 Fresno County Superior Court Case No. 13CECG03811

3 **PROOF OF SERVICE**

4 I am a citizen of the United States of America, a resident of Fresno County, California,
5 over the age of eighteen 18 years and not a party to the within entitled cause or matter. My
6 business address is 7519 North Ingram Avenue, Suite 103, Fresno, California 93711. On the date
7 this document was executed, specified below, I served the foregoing **MANDATORY**
8 **SETTLEMENT CONFERENCE STATEMENT**, to the parties in this action by serving ___ an
9 original, X a true copy as follows:

- 10 X **(By Mail)** I am readily familiar with the business practice at my place of business for
11 collection and processing of correspondence for mailing with the United States Postal
12 Service. Correspondence so collected and processed is deposited with the United States
13 Postal Service that same day in the ordinary course of business.
- 14 ___ **(By Overnight)** By placing the document(s) listed above in a sealed envelope, and placing
15 the same for overnight delivery by Federal Express at Fresno, California.
- 16 ___ **(By Hand)** I caused each envelope to be delivered by hand.
- 17 ___ **(By Telecopy)** I caused each document to be sent by telecopier.

18 Stephen Cornwell 19 Cornwell & Sample 20 7045 North Fruit 21 Fresno, CA 93711 22 <i>Tel: (559) 431-3142</i> 23 <i>Fax: (559) 436-1135</i> <i>Counsel for Plaintiffs, Cal LeDuc, et al.</i>	24 Mark P. Robinson, Jr. 25 Robinson Calcagnie Robinson 26 Shapiro Davis, Inc. 27 19 Corporate Plaza Drive 28 Newport Beach, CA 92660 <i>Tel: (949) 720-1288</i> <i>Fax: (949) 720-1292</i> <i>Counsel for Plaintiffs, Cal LeDuc, et al.</i>
29 Richard A. Belardinelli 30 Georgeson & Belardinelli 31 7060 N. Fresno Street, Suite 250 32 Fresno, CA 93720 33 <i>Tel: (559) 447-8800</i> 34 <i>Fax: (559) 447-0747</i> 35 <i>Counsel for Plaintiffs, Cal LeDuc, et al.</i>	

36 I declare under the penalty of perjury that the foregoing is true and correct. Executed and
37 served on September 1, 2017, at Fresno, California.

38 
Sylvia Sais

Yer Xiong

From: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Sent: Thursday, September 07, 2017 11:16 AM
To: 'Sylvia'
Cc: Stephen R. Cornwell; Yer Xiong; Joe Cooper
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Hi Sylvia,

Thank you for the information. If Mr. Cooper would like to converse with me I can make myself available.

At this time I will arrange for the case to have a Judicial MSC immediately following the Trial Readiness hearing on 09/29/2017.

Thank you

Camille

**Camille Valentine, M.A.
Assistant ADR Administrator
Superior Court County of Fresno
559.457-1909
559. 457-1691 (Fax)
cvalentine@fresno.courts.ca.gov**

Confidentiality Notice: This e-mail message including any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please contact the sender and delete and or destroy all copies of the original message.

From: Sylvia [mailto:Sylvia@coopllp.com]
Sent: Thursday, September 07, 2017 8:01 AM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Cc: Stephen R. Cornwell <Steve@CornwellSample.com>; yer@cornwellsample.com; Joe Cooper <Joe@coopllp.com>
Subject: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Hi, Camille –

Please see attached correspondence. Thank you.

Sylvia Sais
Paralegal to Joseph D. Cooper Sr.
Cooper & Cooper
7519 N. Ingram Avenue; Suite 103
Fresno, CA 93711
(559)442-1650 (phone)
(559)442-1659 (fax)
sylvia@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, September 11, 2017 8:21 AM
To: Joe Cooper
Subject: stipulations

Can we stipulate to the admission of the coroner's report?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Saturday, September 16, 2017 11:23 AM
To: Joe Cooper
Subject: RE: stipulations

Joe

How long will your trial go. Will you still be in trial on October 2?

Steve

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Friday, September 15, 2017 8:50 AM
To: Stephen R. Cornwell
Subject: Re: stipulations

I am in trial and will be able to address this soon. Thank you, Joe

Sent from my iPhone

On Sep 11, 2017, at 7:44 AM, Stephen R. Cornwell <Steve@CornwellSample.com> wrote:

Can we stipulate to the admission of the coroner's report?

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Wednesday, September 27, 2017 1:59 PM
To: Greta Gregory
Cc: Stephen R. Cornwell
Subject: RE: Trial

Steve:

Greta is available and did a nice job for us recently in 402. My client will split the costs with plaintiffs. Please confirm plaintiffs agreement to share the costs of Greta's reporting.

Thank you, Joe

-----Original Message-----

From: Greta Gregory [mailto:gretagreg@gmail.com]
Sent: Wednesday, September 27, 2017 2:22 PM
To: Joe Cooper
Subject: Trial

Hi Joe, How's it going? Got your message and thanks so much for calling. Yes, I'm available for trial next week. I'm on my way this afternoon to 501 for law and motion. Okay. My rates are \$300/600 per diems. Thanks. Keep me posted!!

Sent from my iPhone

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Wednesday, September 27, 2017 4:42 PM
To: Greta Gregory
Cc: Stephen R. Cornwell
Subject: RE: Trial

Thanks. Steve, are we good to go with Greta? Thanks, Joe

-----Original Message-----

From: Greta Gregory [mailto:gretagreg@gmail.com]
Sent: Wednesday, September 27, 2017 4:37 PM
To: Joe Cooper
Subject: Re: Trial

Hi Great! I'll plan on it and it's on my calendar. It's starting Monday, right? Just to let you know there's a trial going in 501 but might be close to finishing. Thanks!!

Sent from my iPhone

> On Sep 27, 2017, at 1:59 PM, Joe Cooper <Joe@coopllp.com> wrote:

>

> Greta- I am sure Cornwell will agree. Let's book it. I will scan and
> send you my trial brief and POS.

>

> Thanks, Joe

>

> -----Original Message-----

> **From:** Greta Gregory [mailto:gretagreg@gmail.com]

> **Sent:** Wednesday, September 27, 2017 2:22 PM

> **To:** Joe Cooper

> **Subject:** Trial

>

> Hi Joe, How's it going? Got your message and thanks so much for

> calling. Yes, I'm available for trial next week. I'm on my way this

> afternoon to 501 for law and motion. Okay. My rates are \$300/600 per

> diems. Thanks. Keep me posted!!

>

> Sent from my iPhone

Yer Xiong

From: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Sent: Thursday, September 28, 2017 9:17 AM
To: Yer Xiong
Cc: joe@coopllp.com; Sylvia (Sylvia@coopllp.com); Stephen R. Cornwell
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Ok thank you.

From: Yer Xiong [mailto:yer@cornwellsample.com]
Sent: Thursday, September 28, 2017 8:55 AM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Cc: joe@coopllp.com; Sylvia (Sylvia@coopllp.com) <Sylvia@coopllp.com>; Stephen R. Cornwell <Steve@CornwellSample.com>
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Hi Camille,

Please be advised we inadvertently failed to include the exhibits to Plaintiffs' MSC Statement. They are attached hereto.

I am copying Mr. Cooper's office hereto advising same.

Thank you.

From: Valentine, Camille [mailto:cvalentine@FRESNO.COURTS.CA.GOV]
Sent: Thursday, September 28, 2017 8:30 AM
To: Yer Xiong
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Good morning Yer,

Received, thank you.

Camille

Camille Valentine, M.A.
Assistant ADR Administrator
Superior Court County of Fresno
559.457-1909
559. 457-1691 (Fax)
cvalentine@fresno.courts.ca.gov

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From: Yer Xiong [<mailto:yer@cornwellsample.com>]
Sent: Wednesday, September 27, 2017 4:03 PM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Good afternoon Camille,

Attached please find Plaintiffs' MSC Statement.

From: Valentine, Camille [<mailto:cvalentine@FRESNO.COURTS.CA.GOV>]
Sent: Tuesday, September 26, 2017 1:04 PM
To: Yer Xiong
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Hi Yer,

I understand. Not sure who will oversee the case but I will let them know the morning of.

Thank you

Camille

Camille Valentine, M.A.
Assistant ADR Administrator
Superior Court County of Fresno
559.457-1909
559. 457-1691 (Fax)
cvalentine@fresno.courts.ca.gov

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From: Yer Xiong [<mailto:yer@cornwellsample.com>]
Sent: Tuesday, September 26, 2017 10:58 AM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Thanks Camille.

Please be advised Mr. Cornwell has a prior engagement at 11a, so we hope to have the MSC completed by then. Do you know who it will be with?

From: Valentine, Camille [<mailto:cvalentine@FRESNO.COURTS.CA.GOV>]
Sent: Tuesday, September 26, 2017 9:13 AM
To: Yer Xiong
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Good morning Yer,

Yes there is an MSC scheduled for Friday immediately following the TRR hearing.

Thank you

Camille

Camille Valentine, M.A.
Assistant ADR Administrator
Superior Court County of Fresno
559.457-1909
559. 457-1691 (Fax)
cvalentine@fresno.courts.ca.gov

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From: Yer Xiong [<mailto:yer@cornwellsample.com>]
Sent: Monday, September 25, 2017 10:08 AM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Is there an MSC scheduled for this Friday following the Trial Readiness hearing?

From: Valentine, Camille [<mailto:cvalentine@FRESNO.COURTS.CA.GOV>]
Sent: Thursday, September 07, 2017 11:16 AM
To: 'Sylvia'
Cc: Stephen R. Cornwell; Yer Xiong; Joe Cooper
Subject: RE: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Hi Sylvia,

Thank you for the information. If Mr. Cooper would like to converse with me I can make myself available.

At this time I will arrange for the case to have a Judicial MSC immediately following the Trial Readiness hearing on 09/29/2017.

Thank you

Camille

Camille Valentine, M.A.
Assistant ADR Administrator
Superior Court County of Fresno
559.457-1909
559. 457-1691 (Fax)
cvalentine@fresno.courts.ca.gov

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From: Sylvia [<mailto:Sylvia@coopllp.com>]
Sent: Thursday, September 07, 2017 8:01 AM
To: Valentine, Camille <cvalentine@FRESNO.COURTS.CA.GOV>
Cc: Stephen R. Cornwell <Steve@CornwellSample.com>; yer@cornwellsample.com; Joe Cooper <Joe@coopllp.com>
Subject: Guerra adv. LeDuc; FSC Case No. 13CECG03811

Hi, Camille –

Please see attached correspondence. Thank you.

Sylvia Sais

Paralegal to Joseph D. Cooper Sr.
Cooper & Cooper
7519 N. Ingram Avenue; Suite 103
Fresno, CA 93711
(559)442-1650 (phone)
(559)442-1659 (fax)
sylvia@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, October 02, 2017 4:31 PM
To: Joe Cooper
Subject: LeDuc
Attachments: 2017_10_02_16_23_27.pdf

Joe

Here are the bills for Marsha. There is one bill missing which is the ambulance bill for the trip from Adventist to Regional. I will get that and forward or give to you when we are in court on Wednesday.

Let me know if we can stipulate to this to save some time.

Steve

MARSHA LEDUC

Expenses Paid

1. SEQUOIA SAFETY COUNCIL 500 E. 11 th Street Reedley, CA 93654 (559) 443-5964	\$ 3,174.00
2. ADVENTIST MEDICAL CENTER-REEDLEY 372 W. Cypress Ave Reedley, CA 93654 (559) 638-8155	\$15,886.07
3. COMMUNITY REGIONAL MEDICAL CENTER 2823 Fresno Street Fresno, CA 93721 (559) 459-6000	\$37,263.45
4. COMMUNITY REGIONAL ANESETHESIA MED GRP P.O. Box 7096 Stockton, CA 95267 (877) 866-9877	\$ 2,400.00
5. CA EMER PHYSICIANS MEDICAL GROUP P.O. Box 582663 Modesto, CA 95358 (800) 498-7157	\$ 1,568.64
6. F&S RADIOLOGY Dept 1106, P.O. Box 509015 San Diego, CA 92150 (800) 764-9729	\$ 19.88
7. CCFMG (CRMC physicians) 2625 E. Divisidero Strett Fresno, CA 93721 (800) 287-8166	\$ 2,629.24
TOTAL	\$ 62,941.28



Payment Log
04-21-2014

Mail to: GEORGENSON BELARDINELLI AND NOYES
7080 N FRESNO ST # 250
FRESNO, CA 93720-2925

Injured Party: MARSHA LE DUC
Address: 5795 CRAWFORD AVE
REEDLEY, CA 93654-9433

Claim No: 55-20Z0-234
Named Insured: MARSHA LE DUC
Date of Accident: 08-12-2013
Claim Handler: Annie Garner
Phone: 877-774-8138

Payment Subtotals

Coverage

600 - Medical Payment
Medical Payment

Amount

\$3,174.00
\$3,174.00

4/9/2014

Billing Summary for R11631

1

Patient Information Name (l, f, mi): LEDUC, MARSHA SSN: 570215805 DOB: 09/27/1957 Gender: F Sig. on File?		Incident Information Company: Sequoia Safety Coun Billing Staff: KMilton Crew: SANDOVAL, RAY - P/ DOS: 06/12/2013 EMS ID: 201306120152 RIOS, ANDREW - EM													
Guarantor 1 Information (relation: SELF)		Location / Destination Unit: 310 From: Street/Highway--ALTA AVE AND E MANNING AVE REEDLEY, CA 93654 To: ADVENTIST MEDICAL CENTER - REEDLEY--37: REEDLEY, CA 93654 Ref By: 911 Outcome: TRANSPORTI													
Addresses on File Address Type Address Active Patient 1020 11TH AVE /C/O MANDY JOBE / KINGSBURG, CA 93631 Phone: 5593933510		Insurances on File <table border="1"> <thead> <tr> <th>Ins. Party</th> <th>Insurance ID</th> <th>Ins Name</th> </tr> </thead> <tbody> <tr> <td>Patient</td> <td>CLAIM #5520Q4501</td> <td>STATE FARM INSUR</td> </tr> <tr> <td>Patient</td> <td>13872548</td> <td>EMI / KAISER AMBL</td> </tr> <tr> <td>Patient</td> <td>13872548</td> <td>KAISER FOR NORT</td> </tr> </tbody> </table>		Ins. Party	Insurance ID	Ins Name	Patient	CLAIM #5520Q4501	STATE FARM INSUR	Patient	13872548	EMI / KAISER AMBL	Patient	13872548	KAISER FOR NORT
Ins. Party	Insurance ID	Ins Name													
Patient	CLAIM #5520Q4501	STATE FARM INSUR													
Patient	13872548	EMI / KAISER AMBL													
Patient	13872548	KAISER FOR NORT													
Patient Diagnosis 85400 Injury-Head/Brain 78002 Altered Awareness 51882 Respiratory Distress-Acute 7850 Tachycardia		Additional Incident Information Attending Phy: Wolowodiuk, Olet UPIN: A50824 Call Received: 9:34 At Scene: 9:48 Depart Scene: 9:59 Emp Related:													

Ticket Activity

Payer	Date	Action	Finalized	BatchID
STATE FARM INSURANCE	06/26/2013	1500 Statement	06/28/2013	2333
STATE FARM INSURANCE	07/15/2013	1500 Statement	07/17/2013	2390
Private Payer	10/23/2013	Invoice	10/23/2013	2711

Ticket Charges

Charge	Description	Procedure	Mod.	Qty	Amount	Payments	Writedown	Balance
Base	ALS E - Sequoia Safety	A0427	SH	1	\$1,095.00	\$1,095.00	\$0.00	\$0.00
Miles	Mileage - Sequoia Safet	A0425	SH	4	\$108.00	\$108.00	\$0.00	\$0.00
Oxygen	Oxygen - Sequoia Safet	A0422	SH	1	\$120.00	\$120.00	\$0.00	\$0.00
					\$1,323.00	\$1,323.00	\$0.00	\$0.00

Ticket Receipts

Date	Source	Reference	Payment	Adjustment	Adjustment	Collections
10/31/2013	PrivatePay	36381	\$1,323.00			
			\$1,323.00			



Sequoia Safety Council
Ambulance Provider
since 1953

500 E. 11th Street
Reedley, CA 93654-2526
Phone: 559-638-9995
Fax: 559-638-5315
Tax ID: 941246441

ITEMIZED STATEMENT

PATIENT NAME: MARSHA LEDUC
TICKET NUMBER: R11631
DATE OF SERVICE: 06/12/2013
ACCOUNT BALANCE: \$0.00

Ticket Charges

Base	ALS E - Sequoia Safety Council	A0427	1	\$1,095.00
Miles	Mileage - Sequoia Safety Council	A0425	4	\$108.00
Oxygen	Oxygen - Sequoia Safety Council	A0422	1	\$120.00
Total Charges				\$1,323.00

Payment(s) received from

10/31/2013 \$1,323.00

Equian
P.O. Box 36380
Louisville, Kentucky 40233

FEDERAL TAX ID: 27-0083277
TELEPHONE NUMBER: (800) 766-1829
PAGE 2 OF 2

CONSOLIDATED STATEMENT OF BENEFITS

PATIENT'S NAME: MARSHA LEDUC
HEALTH PLAN: KAISER PERMANENTE NORTHERN CALIFORNIA
DATE OF INJURY: 6/12/2013
SERVICE PERIOD: 6/12/2013-12/4/2013
EVENT NUMBER: HRI 16306655-16312499

Subject to change.

Instructions:

- If remitting payment, make checks payable to: Equian.
- Write the patient's name, MARSHA LEDUC, and event number, 16306655-16312499, on the check.

Provider of Service	Diagnosis Code	Claim Number	
Date of Service	Procedure Code(s)	Billed Amt.	Provided Benefits
COMMUNITY REGIONAL H	875.0 OPEN WOUND CHEST	C-3267658006	
6/12/2013	00540 ANESTH CHEST SUR	\$1900.00	\$0.00
6/12/2013	99140 EMERGENCY ANESTH	\$200.00	\$0.00
6/12/2013	36620 INSERT CATHETER	\$300.00	\$0.00
8/6/2013	BNFT BENEFIT PAYMENT	\$0.00	\$2400.00 ✓
F & S RADIOLOGY PC	518.89 OTHER LUNG DISE	C-3267658005	
6/12/2013	71010 CHEST X-RAY	\$32.00	\$0.00
	V58.82 FIT/ADJUST NONV	C-3267658004	
6/12/2013	71010 CHEST X-RAY	\$32.00	\$0.00
7/22/2013	BNFT BENEFIT PAYMENT	\$0.00	\$9.94 ✓
	518.89 OTHER LUNG DISE	C-3267658005	
7/22/2013	BNFT BENEFIT PAYMENT	\$0.00	\$9.94 ✓
FRESNO COMM HOSP &	854.05 BRAIN INJURY OT	C-3267658007	
6/12/2013	120 ROOM & BOARD - SEM	\$1737.00	\$0.00
6/12/2013	410 RESPIRATORY SERVIC	\$2701.00	\$0.00
6/12/2013	450 EMERGENCY ROOM	\$4672.00	\$0.00
6/12/2013	636 PHARMACY	\$294.92	\$0.00
6/12/2013	681	\$19596.00	\$0.00
6/12/2013	947 OTHER THERAPEUTIC	\$330.00	\$0.00
6/12/2013	390 BLOOD STORAGE AND	\$1283.04	\$0.00
6/12/2013	250 PHARMACY	\$240.95	\$0.00
6/12/2013	258 PHARMACY	\$146.90	\$0.00
6/12/2013	270 MEDICAL/SURGICAL S	\$10.58	\$0.00
6/12/2013	272 MEDICAL/SURGICAL S	\$5319.94	\$0.00
6/12/2013	360 OPERATING ROOM SER	\$8732.00	\$0.00
6/12/2013	370 ANESTHESIA	\$1515.00	\$0.00
10/3/2013	BNFT BENEFIT PAYMENT	\$0.00	\$36763.45 ✓
Total Billed Charges	\$72,666.40	Amount Received	\$0.00
Total Benefits Provided	\$59,267.28	Balance Due	\$59,267.28

Equian
P.O. Box 36380
Louisville, Kentucky 40233

FEDERAL TAX ID: 27-0083277
TELEPHONE NUMBER: (800) 766-1829
PAGE 1 OF 2

CONSOLIDATED STATEMENT OF BENEFITS

PATIENT'S NAME: MARSHA LEDUC
HEALTH PLAN: KAISER PERMANENTE NORTHERN CALIFORNIA
DATE OF INJURY: 6/12/2013
SERVICE PERIOD: 6/12/2013-12/4/2013
EVENT NUMBER: HRI 16306655-16312499

Subject to change.

Instructions:

- If remitting payment, make checks payable to: Equian.
- Write the patient's name, MARSHA LEDUC, and event number, 16306655-16312499, on the check.

Provider of Service	Diagnosis Code	Claim Number	
Date of Service	Procedure Code(s)	Billed Amt.	Provided Benefits
ADVENTIST MEDICAL C	959.9 INJURY SITE UNSP	C-3267658008	
6/12/2013	302 LABORATORY	\$42.85	\$0.00
6/12/2013	301 LABORATORY	\$201.85	\$0.00
6/12/2013	305 LABORATORY	\$90.45	\$0.00
6/12/2013	305 LABORATORY	\$104.15	\$0.00
6/12/2013	305 LABORATORY	\$112.95	\$0.00
6/12/2013	324 RADIOLOGY - DIAGNO	\$798.50	\$0.00
6/12/2013	390 BLOOD STORAGE AND	\$318.00	\$0.00
6/12/2013	450 EMERGENCY ROOM	\$12191.55	\$0.00
6/12/2013	480 GARDIOLOGY	\$907.30	\$0.00
6/12/2013	250 PHARMACY	\$437.88	\$0.00
6/12/2013	258 PHARMACY	\$35.34	\$0.00
6/12/2013	300 LABORATORY	\$20.70	\$0.00
6/12/2013	300 LABORATORY	\$54.00	\$0.00
6/12/2013	300 LABORATORY	\$162.00	\$0.00
6/12/2013	300 LABORATORY	\$248.70	\$0.00
6/12/2013	301 LABORATORY	\$159.85	\$0.00
12/4/2013	BNFT BENEFIT PAYMENT	\$0.00	\$15886.07
CENTRAL CAL FACULTY	959.01 HEAD INJURY UNS	C-3267658001	
6/12/2013	32160 OPEN CHEST HEART	\$736.00	\$0.00
6/12/2013	32110 EXPLORE/REPAIR C	\$3339.00	\$0.00
6/12/2013	99291 CRITICAL CARE, F	\$613.00	\$0.00
6/12/2013	49000 EXPLORE ABDOMEN	\$859.00	\$0.00
	427.5 CARDIAC ARREST	C-3267658002	
6/12/2013	99285 EMERGENCY DEPT V	\$528.00	\$0.00
7/11/2013	BNFT BENEFIT PAYMENT	\$0.00	\$168.61
	959.01 HEAD INJURY UNS	C-3267658001	
7/11/2013	BNFT BENEFIT PAYMENT	\$0.00	\$2460.63
CEP MEDICAL GROUP	427.5 CARDIAC ARREST	C-3267658003	
6/12/2013	36430 BLOOD TRANSFUSIO	\$109.00	\$0.00
6/12/2013	31500 INSERT EMERGENCY	\$293.00	\$0.00
6/12/2013	99291 CRITICAL CARE, F	\$734.00	\$0.00
6/12/2013	92950 HEART/LUNG RESUS	\$498.00	\$0.00
6/12/2013	93042 RHYTHM ECG, REPO	\$28.00	\$0.00
7/22/2013	BNFT BENEFIT PAYMENT	\$0.00	\$1568.64



Patient: LEDUC, MARSHA K
 MRN: 01381040
 Hospital Account Number: 152812610

Guarantor Account Number: 1558811
 Financial Class: Contracted
 Primary Payor: KAISER CONTRACTED 130091
 Primary Plan: KAISER CONTRACTED 13009102
 Patient Type: Inpatient
 Location: COMMUNITY REGIONAL MED CENTER

LEDUC, MARSHA K
 5795 S CRAWFORD AVE
 REEDLEY, CA 93654

Admission Date: 06/12/2013
 Discharge Date: 06/12/2013
 Print Date: 04/22/2014

#3

This is not a bill. This is an itemization of your hospital services.

Charges					
Service	Qty	Rev	Description	CPT/HCPC Procedure	Amount
Date		Code		Code Code	
06/12/2013	1	0410	INTUBATION, ET, EMERGENT	31500	3010140 705.00
06/12/2013	1	0636	EPINEPHRINE 1 MG/ML (1:1,000) SOLN 30*	J0171	6360025 23.23
06/12/2013	1	0636	CALCIUM GLUCONATE 100 MG/ML (10%) SOLN	J0610	6360025 19.46
06/12/2013	1	0250	SODIUM BICARBONATE 8.4 % SOLN 50 ML V*		2500010 28.30
06/12/2013	1	0250	SODIUM BICARBONATE 8.4 % SOLN 50 ML V*		2500010 28.30
06/12/2013	1	0250	SODIUM BICARBONATE 8.4 % SOLN 50 ML V*		2500010 28.30
06/12/2013	1	0410	VENT ASSIST & MGMT/INIT DAY	94002	4000150 1,996.00
06/12/2013	1	0258	SODIUM CHLORIDE 0.9 % SOLP 100 ML BAG	2580029	2580029 26.61
06/12/2013	1	0258	SODIUM CHLORIDE 0.9 % SOLP 100 ML BAG	2580029	2580029 26.61
06/12/2013	1	0258	LACTATED RINGERS SOLP 500 ML BAG	2580029	2580029 26.01
06/12/2013	1	0258	LACTATED RINGERS SOLP 500 ML BAG	2580029	2580029 26.01
06/12/2013	1	0681	TRAUM TM ACTV LVL 1 FULL	G0390	5000270 19,596.00
06/12/2013	1	0120	SEMI-PRIVATE ROOM GENERAL		1003000 1,737.00
06/12/2013	3	0636	EPINEPHRINE 0.1 MG/ML (1:10,000) SYRG*	J0171	6360025 75.46
06/12/2013	2	0250	SODIUM BICARBONATE 7.5 % (0.9 MEQ/ML)*		2500010 96.70
06/12/2013	1	0270	IRRIGATION BOTTLE 0.9 % SODIUM CHLORI*		90556868 10.58
06/12/2013	1	0272	CANISTER WND OPEN ABDOMEN		95003206 60.00
06/12/2013	1	0272	DRESSING WOUND VAC LARGE ABDOMINAL		95003207 1,750.00
06/12/2013	1	0272	RELOAD PROXIMATE SELECTABLE LINEAR CU*		95003300 560.91
06/12/2013	2	0258	SOLUTION STERILE WATER IRRIGATION 150*		95004028 16.22
06/12/2013	2	0272	CATHETER FOLEY TRAY SILICONE 14 FR 10*		90591651 134.46
06/12/2013	1	0272	DRAIN ATRIUM CHEST TUBE SUCTION WET C*		90500605 152.88
06/12/2013	1	0272	CPT PACK UNIVERSAL UMC		90599937 365.00
06/12/2013	1	0272	BLANKET UNDERBODY FULL ACCESS		95000091 149.00
06/12/2013	1	0360	SURGERY LEVEL 4, 1ST HOUR		3000690 8,732.00
06/12/2013	1	0370	ANES-LEV 5 GEN COMPLX 1ST HR		3000410 1,095.00
06/12/2013	2	0370	ANES-LEV 5 GEN COMPLX ADD 1/4 HR		3000420 420.00
06/12/2013	1	0450	INTUBATION, ET, EMERGENT	31500	3010140 705.00
06/12/2013	1	0450	ED-EXTENDED #5	99285	5000040 3,967.00
06/12/2013	1	0390	RBC, LEUKO REDUC	P9016	8100792 320.76
06/12/2013	1	0390	RBC, LEUKO REDUC	P9016	8100792 320.76
06/12/2013	1	0390	RBC, LEUKO REDUC	P9016	8100792 320.76
06/12/2013	1	0390	RBC, LEUKO REDUC	P9016	8100792 320.76



Patient: LEDUC, MARSHA K
MRN: 01381040
Hospital Account Number: 152812610

06/12/2013	1	0947	RENTAL KCI ABTHERA OPEN ABDOMEN NPWT	90599767	330.00
06/12/2013	1	0250	SODIUM BICARBONATE 7.5 % (0.9 MEQ/ML) *	2500010	59.35
06/12/2013	1	0636	ATROPINE 0.1 MG/ML SYRG 10 ML SYRINGE J0461	6360025	38.65
06/12/2013	1	0636	PROCAINAMIDE 500 MG/ML SOLN 2 ML VIAL J2690	6360026	118.12
06/12/2013	1	0272	PAD-DEFIB RADIO LUCENT MULTIFUN	90595771	108.80
06/12/2013	1	0272	TRAY THORACIC VENT URESIL	90598018	1,225.97
06/12/2013	1	0272	TRAY-CHEST TUBE INSERTION	90556752	238.34
06/12/2013	1	0272	DRAIN-CHEST BLOOD RECOVERY WET	90504537	205.92
06/12/2013	1	0272	TRAY-PLASTIC SURGERY SUTURE	90556753	271.41
06/12/2013	1	0258	SOL .9 SODIUM CHLOR	90502111	25.44
06/12/2013	1	0272	TUBE-GASTROSTOMY 18FR W/ Y POR	90598246	97.25
Total					46,579.33

Revenue Code Summary

Qty	Rev	Description	Code	Amount
1	0120	ROOM & BOARD - SEMI-PRIVATE TWO BED (MEDICAL OR		1,737.00
6	0250	PHARMACY - GENERAL CLASSIFICATION		240.95
7	0258	PHARMACY - IV SOLUTIONS		146.90
1	0270	MEDICAL/SURGICAL SUPPLIES AND DEVICES - GENERAL		10.58
14	0272	MEDICAL/SURGICAL SUPPLIES AND DEVICES - STERILE		5,319.94
1	0360	OPERATING ROOM SERVICES - GENERAL CLASSIFICATIO		8,732.00
3	0370	ANESTHESIA - GENERAL CLASSIFICATION		1,515.00
4	0390	ADMINISTRATION, PROCESSING, AND STORAGE FOR BLO		1,283.04
2	0410	RESPIRATORY SERVICES - GENERAL CLASSIFICATION		2,701.00
2	0450	EMERGENCY ROOM - GENERAL CLASSIFICATION		4,672.00
7	0636	PHARMACY - EXTENSION OF 025X - DRUGS REQUIRING		294.92
1	0681	TRAUMA RESPONSE - LEVEL I TRAUMA		19,596.00
1	0947	OTHER THERAPEUTIC SERVICES - COMPLEX MEDICAL EQ		330.00
Total				46,579.33

Payments

Post Date	Description	Amount
10/15/2013	INSURANCE PAYMENT (INSURANCE)	-36,763.45
11/18/2013	PATIENT PAYMENT (ACCOUNT)	-500.00
Total		-37,263.45

Adjustments

Post Date	Description	Amount
10/15/2013	CONTRACTUAL WRITE-OFF (INSURANCE)	-9,315.88
10/29/2013	CONTRACTUAL WRITE-OFF (INSURANCE)	9,315.88
10/29/2013	ADMINISTRATIVE WRITE OFF (ACCOUNT)	-9,315.88
Total		-9,315.88

Community Regional Anes Med Grp (3)
Po Box 7096
Stockton CA 95267-0096

7/18/2014

1106366



MARSHA K LEDUC
6246 CRAWFORD AVE
REEDLEY CA 93654

Community Regional Anes Med Grp (3)
Po Box 7096
Stockton CA 95267-0096

Patient Name		Chart Number		Statement Date		Page			
MARSHA K LEDUC		1106366		7/18/2014		1/1			
DOB	Bill #	Provider	CPT Code	CPT Description	Charge	Insurance Payment	Patient Payment	Adjustment	Outstanding Balance
6/12/2013	2121343	J. J Sarverak	39010	EXPLORE CHEST	1900.00	1900.00	0.00	0.00	0.00
6/12/2013	2121343	J. J Sarverak	36620	INSERT CATH, ARTERY	300.00	300.00	0.00	0.00	0.00
6/12/2013	2121343	J. J Sarverak	99140	EMERGENCY ANESTH	200.00	200.00	0.00	0.00	0.00
				BILL SUBTOTAL	2400.00	2400.00	0.00	0.00	0.00
Current	30-60 Days	60-90 Days	90-120 Days	120+ Days	Total Balance	Trans Office Pending	Patient Due		
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

SERVICES WERE RENDERED AT:
FRESNO COMMUNITY HOSPITAL

Billing Questions: (877) 856-9877
Office Hours: Monday - Friday 8:00 AM - 4:30 PM PST

CA EMER PHYS MED GRP
1601 CUMMINS DR STE D
MODESTO, CA 95358-6403

800 498-7157
TAX ID942494000

Your insurance has paid their portion of
the above charges. The balance due is
your responsibility. Thank you.

ACCOUNT NO. 26020-01

STATEMENT DATE 07/22/14

MARSHA LEDUC
6246 S CRAWFORD AVE
REEDLEY, CA 93654

DATE	PATIENT	DR# AT RF	DESCRIPTION	ICD9	AMOUNT
06/12/13	MARSHA	1 1	99291/25 CRITICAL CARE 30-74 MI	427.5	734.00
06/12/13	MARSHA	1 1	92950 CPR COMPLEX	427.5	498.00
06/12/13	MARSHA	1 1	31500 ENDOTRACHEAL INTUBATIO	427.5	293.00
06/12/13	MARSHA	1 1	36430 TRANSFUSE BLOOD-/OR CO	427.5	109.00
07/25/13	MARSHA	1 1	93042 ECG RHYTHM INTERP	427.5	28.00
07/25/13	MARSHA		971 CARRIER PAYMENT		1568.64-
07/25/13	MARSHA		871 CARRIER ADJUSTMENT		65.36-
08/22/13	MARSHA		DOS: 06/12/13 - KAISER PERMANENTE		
08/23/13	MARSHA		DOS: 06/12/13 - KAISER PERMANENTE		
08/23/13	MARSHA		871 CARRIER ADJUSTMENT		28.00-
08/23/13	MARSHA		DOS: 06/12/13 - KAISER PERMANENTE		
TOTAL CURRENT					\$.00

F & S RADIOLOGY PC
DEPT 1106 PO BOX 4822
HOUSTON TX 77210-4822
(877)870-9729

Patient:

Acct #: 620022
LEDOC, MARSHA K
6246 S CRAWFORD AVE
REEDLEY, CA 93654

Responsible party:

LEDOC, MARSHA K
1020 11TH AVE
KINGSBURG, CA 93631

Svc. Date Modifier(s)	CPT Diagnosis Code(s)	Proc. Description	Location	Charge	Balance	Physician
06/12/2013 26 76	71010 V58.02	CHEST SINGLE VIEW	25 - SKDH	\$32.00	\$0.00	DEDIC, JOHN K

Payment Information

Insurance Payment (36532 - KAISER PERMANENTE): 07/29/2013 of \$9.94 Adjustment: \$22.06
Insurance Payment (36532 - KAISER PERMANENTE): 08/01/2013 of \$0.00 Adjustment: \$0

06/12/2013 26 76	71010 518.89	CHEST SINGLE VIEW	25 - SKDH	\$32.00	\$0.00	DEDIC, JOHN K
---------------------	-----------------	-------------------	-----------	---------	--------	---------------

Payment Information

Insurance Payment (36532 - KAISER PERMANENTE): 07/29/2013 of \$9.94 Adjustment: \$22.06
Insurance Payment (36532 - KAISER PERMANENTE): 08/01/2013 of \$0.00 Adjustment: \$0

TOTAL BALANCE: \$0.00
Print Date: 08/06/2014

Reproduced: Wednesday, August 6, 2014 10:23:02 AM (Lisa.frye)

This report has been Reproduced from the Original
Reproduced Wednesday, August, 6, 2014 10:23:02 AM (Lisa.frye)

CCFMG	2625 East Divisadero Street Fresno, CA 93721-1431
-------	--

Stephen R. Cornwell

From: Rene Sample
Sent: Tuesday, October 03, 2017 5:15 PM
To: Stephen R. Cornwell
Subject: Fwd: Your call to our receptionist earlier today

Sent from my iPhone

Begin forwarded message:

From: Joe Cooper <Joe@coopllp.com>
Date: October 3, 2017 at 2:45:26 PM PDT
To: Rene Sample <Rene@CornwellSample.com>
Subject: Your call to our receptionist earlier today

Rene:

The person you may want to speak with at Infinity is Vicki Hall. Her phone number is 205-803-8109.
Thank you, Joe

Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, October 05, 2017 4:45 PM
To: Joe Cooper
Cc: Rene Sample; Stephen R. Cornwell
Subject: LeDuc
Attachments: 2017_10_05_16_38_23.pdf

Joe

Attached are the Summary of the Case. I changed the title in view of the rulings and stipulation. Also attached is the Stipulation of Liability.

Please read these over and comment on any reservations.

Under separate cover I will send you the pages of the medical records re Tori, Miley and Marsha. Very few pages. In Marsha's case only 4 pages. I'll also send you the photos of the vehicle that I intend to use without any commitment that I am restricted to just these if for some reason I would feel it necessary to use more than just these.

We are fixing the exhibit books including yours which I brought back with me. Adding in your exhibits as 100 to whatever.

Steve

1 Stephen R. Cornwell, CA Bar #40737
CORNWELL & SAMPLE, LLP

(SPACE BELOW FOR FILING STAMP ONLY)

2 Attorneys at Law
7045 N. Fruit Avenue
3 Fresno, CA 93711-0761
Telephone: (559) 431-3142
4 Facsimile: (559) 436-1135

5 Richard A. Belardinelli, CA Bar #65168
GEORGESON AND BELARDINELLI
6 7060 N. Fresno Street, Suite 250
Fresno, CA 93720
7 Telephone: (559) 447-8800
8 Facsimile: (559) 447-0747

9 Mark P. Robinson, Jr., CA Bar #54426
ROBINSON CALCAGNIE ROBINSON
10 SHAPIRO DAVIS, INC.
19 Corporate Plaza Drive
11 Newport Beach, CA 92660
(949) 720-1288
12 Fax: (949) 720-1292

13 Attorneys for Plaintiffs CAL LeDUC; TORI ABBY; MILEY ABBY, a minor, by and
14 through her Guardian ad Litem TORI ABBY; MANDY JOBE; LUKUS LeDUC; and JAY
LeDUC

15
16 SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
17 CENTRAL DIVISION

18 CAL LeDUC; TORI ABBY; MILEY
19 ABBY, a minor, by and through her
Guardian ad Litem TORI ABBY;
20 MANDY JOBE; LUKUS LeDUC; and
JAY LeDUC

CASE NO.: 13 CE CG 03811 MWS

**SUMMARY STATEMENT
OF THE CASE**

21 Plaintiffs,

22 v.

23 MARIO ALBERTO GUERRA; DANIEL
24 M. CANCHOLA; GUERRA PRODUCE;
and DOES 1 to 50, inclusive,

25 Defendants.
26

Trial Date: October 2, 2017
Time: 9:00 a.m.
Dept.: 501

27 ///

28 ///

PROPOSED STATEMENT OF THE NATURE OF THE CASE

1 This is an action arising out of a crash of a truck with an automobile. This
2 occurred on June 12, 2013, on Alta Avenue near its intersection with Manning Avenue.
3 The truck was being driven by Daniel Canchola . Mr. Canchola was driving a truck owned
4 by Mario Guerra while he was working as an employee of Guerra's business, Guerra
5 Produce. The truck Mr. Canchola was driving was a Dodge RAM 3500. The truck struck
6 a Pontiac compact known as a "Vibe" which was stopped behind other vehicles waiting for
7 the signal light to change. The Vibe was being driven by Tori Abby. Her mother, Marsha
8 LeDuc, was riding in the passenger seat. Also in the vehicle was Ms. Abby's daughter,
9 Miley, who was seated behind the driver.

10 This lawsuit is for damages for the death of Marsha LeDuc, then 55 years of
11 age, and damages for the injuries to Tori Abby and her daughter, Miley. The Plaintiffs
12 are Marsha LeDuc's husband Cal LeDuc and Marsha's children, Tori Abby, Mandy Jobe,
13 Jay LeDuc and Lukus LeDuc. They seek damages for the wrongful death of Marsha. Tori
14 Abby also seeks damages for her injuries and for the injuries to Miley. Tori Abby also
15 seeks damages for the experience of viewing what turned out to be a fatal injury to her
16 mother and the injuries to her daughter Miley.

17 The Defendants are Daniel Canchola and Mario Guerra. They have admitted
18 their negligence and that their negligence caused the death of Marsha LeDuc and the
19 injuries to Tori Abby and Miley Abby.

20 It is expected that the trial will last no more than five days.

21
22 DATED: October 5, 2017.

CORNWELL & SAMPLE, LLP

23
24 By: _____

25 Stephen R. Cornwell
26 Attorneys for Plaintiffs
27 CAL LeDUC; TORI ABBY; MILEY ABBY,
a minor, by and through her Guardian ad
Litem TORI ABBY; MANDY JOBE;
LUKUS LeDUC; and JAY LeDUC

28 F:\Cases\ABBY.Tori\TRIAL\STATEMENT OF CASE.docx

PROPOSED STATEMENT OF THE NATURE OF THE CASE

1 Stephen R. Cornwell, CA Bar #40737
CORNWELL & SAMPLE, LLP

2 Attorneys at Law
3 7045 N. Fruit Avenue
4 Fresno, CA 93711-0761
Telephone: (559) 431-3142
Facsimile: (559) 436-1135

5 Richard A. Belardinelli, CA Bar #65168
6 GEORGESON AND BELARDINELLI
7 7060 N. Fresno Street, Suite 250
8 Fresno, CA 93720
Telephone: (559) 447-8800
Facsimile: (559) 447-0747

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10 ROBINSON CALCAGNIE ROBINSON
11 SHAPIRO DAVIS, INC.
12 19 Corporate Plaza Drive
Newport Beach, CA 92660
(949) 720-1288
Fax: (949) 720-1292

13 Attorneys for Plaintiffs CAL LeDUC; TORI ABBY; MILEY ABBY, a minor, by and
14 through her Guardian ad Litem TORI ABBY; MANDY JOBE; LUKUS LeDUC; and JAY
LeDUC

15
16 SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
17 CENTRAL DIVISION

18 CAL LeDUC; TORI ABBY; MILEY
19 ABBY, a minor, by and through her
Guardian ad Litem TORI ABBY;
20 MANDY JOBE; LUKUS LeDUC; and
JAY LeDUC

21 Plaintiffs,

22 v.

23 MARIO ALBERTO GUERRA; DANIEL
24 M. CANCHOLA; GUERRA PRODUCE;
and DOES 1 to 50, inclusive,

25 Defendants.
26

CASE NO.: 13 CE CG 03811 MWS

27 STIPULATIONS REGARDING
LIABILITY

28 Trial Date: October 10, 2017
Time: 10:30 a.m.
Dept: 501

///
27

///
28

STIPULATIONS REGARDING LIABILITY

-1-

1 IT IS HEREBY STIPULATED AND AGREED by and between Stephen R.
2 Cornwell of Cornwell & Sample, LLP, attorney for Plaintiffs CAL LeDUC; TORI ABBY;
3 MILEY ABBY, a minor, by and through her Guardian ad Litem TORI ABBY; MANDY
4 JOBE; LUKUS LeDUC; and JAY LeDUC (hereinafter "Plaintiffs") and Joseph D. Cooper,
5 Sr. of Cooper and Cooper, attorney for Defendants Mario Alberto Guerra; Guerra Produce;
6 and Daniel Canchola (hereinafter "Defendants") that Mario Alberto Guerra, Guerra
7 Produce, Daniel M. Canchola were each individually, severally and jointly negligent in
8 causing the collision that is the subject of this litigation and that the death of Marsha
9 LeDuc and the injuries to Tori Abby and Miley Abby were caused by their negligence.

10 IT IS FURTHER STIPULATED BETWEEN THE PARTIES, that Marsha
11 Kay LeDuc died on June 12, 2013m at approximately 1:07 pm due to cardiac arrest as a
12 result of respiratory failure caused by cervical spine injuries suffered in the collision.

13 The parties agree that this Stipulation may be introduced into evidence and
14 used at the time of trial. This document may be signed in counterparts and a copy may be
15 used with the same force and effect as original signatures.

16
17 DATED: October ____, 2017.

CORNWELL & SAMPLE, LLP

18
19 By: _____
20 Stephen R. Cornwell
21 Attorneys for Plaintiffs
22 CAL LeDUC; TORI ABBY; MILEY ABBY,
23 a minor, by and through her Guardian ad
24 Litem TORI ABBY; MANDY JOBE;
25 LUKUS LeDUC; and JAY LeDUC

26
27 DATED: October ____, 2017.

COOPER & COOPER

28 By: _____
Joseph D. Cooper, Sr.
Attorney for Defendants
MARIO ALBERTO GUERRA; GUERRA
PRODUCE and DANIEL CANCHOLA

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STIPULATIONS REGARDING LIABILITY

-2-

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Thursday, October 05, 2017 5:06 PM
To: Joe Cooper
Cc: Rene Sample
Subject: LeDuc

Joe

My preliminary intention is to use Exs 5, 6, 10, 17, 18, 19, 20, 21, 24, and 36 in the photos. I'm not stipulating that I won't use any others. This is just my intention. I'll try to advise you ahead of time what my intention with respect to exhibits is.

Rene will be questioning the clients so she will be using the docs re medical bills, records, and personal matters.

I will send you the med records intended to be introduced. Very few for all three.

We are going to summarize the orders on the motions in limine so that we can give to our clients. I'll send you a copy. We probably won't call your clients but reserve the right if we feel necessary.

SRC

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Monday, October 09, 2017 4:57 PM
To: Stephen R. Cornwell
Subject: RE: LeDuc

Steve:

Did the plaintiffs offer a stipulated Judgment for 2.5m at the settlement conference? If so, please put it in writing. Do you have the stipulation regarding liability prepared?

Joe

From: Stephen R. Cornwell [mailto:Steve@CornwellSample.com]
Sent: Thursday, October 05, 2017 4:45 PM
To: Joe Cooper
Cc: Rene Sample; Stephen R. Cornwell
Subject: LeDuc

Joe

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Please read these over and comment on any reservations.

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We are fixing the exhibit books including yours which I brought back with me. Adding in your exhibits as 100 to whatever.

Steve

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, October 09, 2017 9:17 PM
To: Joe Cooper
Subject: RE: LeDuc
Attachments: STIP.DEF.LIABILITY3.docx.doc

Yes. Have stip re liability that we sent before. I'll see if I can locate it now and send it over.

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, October 09, 2017 4:57 PM
To: Stephen R. Cornwell
Subject: RE: LeDuc

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Steve

1 Stephen R. Cornwell, CA Bar #40737
2 Rene Sample Bar #138046
3 CORNWELL & SAMPLE, LLP
4 Attorneys at Law
5 7045 N. Fruit Avenue
6 Fresno, CA 93711-0761
7 Telephone: (559) 431-3142
8 Facsimile: (559) 436-1135
9

(SPACE BELOW FOR FILING STAMP ONLY)

10 Attorneys for Plaintiffs CAL LeDUC; TORI ABBY; MILEY ABBY, a minor, by and
11 through her Guardian ad Litem TORI ABBY; MANDY JOBE; LUKUS LeDUC; and JAY
12 LeDUC
13

14 SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
15 CENTRAL DIVISION
16

17 CAL LeDUC; TORI ABBY; MILEY
18 ABBY, a minor, by and through her
19 Guardian ad Litem TORI ABBY;
20 MANDY JOBE; LUKUS LeDUC; and
21 JAY LeDUC

22 Plaintiffs,

23 v.

24 MARIO ALBERTO GUERRA; DANIEL
25 M. CANCHOLA; GUERRA PRODUCE;
26 and DOES 1 to 50, inclusive,

27 Defendants.
28

CASE NO.: 13 CE CG 03811 MWS

**STIPULATIONS REGARDING
LIABILITY**

Trial Date: October 10, 2017
Time: 10:30 a.m.
Dept: 501

29 IT IS HEREBY STIPULATED AND AGREED by and between Stephen R.
30 Cornwell of Cornwell & Sample, LLP, attorney for Plaintiffs CAL LeDUC; TORI ABBY;
31 MILEY ABBY, a minor, by and through her Guardian ad Litem TORI ABBY; MANDY
32 JOBE; LUKUS LeDUC; and JAY LeDUC (hereinafter "Plaintiffs") and Joseph D. Cooper,
33 Sr. of Cooper and Cooper, attorney for Defendants Mario Alberto Guerra; Guerra Produce;
34 and Daniel Canchola (hereinafter "Defendants") that Mario Alberto Guerra, Guerra
35 Produce, Daniel M. Canchola were each individually, severally and jointly negligent in

STIPULATIONS REGARDING LIABILITY

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10 DATED: October ____, 2017.

CORNWELL & SAMPLE, LLP

11
12 By: _____

Stephen R. Cornwell

Rene Sample

Attorneys for Plaintiffs

13 CAL LeDUC; TORI ABBY; MILEY ABBY,
14 a minor, by and through her Guardian ad
15 Litem TORI ABBY; MANDY JOBE;
16 LUKUS LeDUC; and JAY LeDUC

17 DATED: October ____, 2017.

COOPER & COOPER

18
19 By: _____

Joseph D. Cooper, Sr.

Attorney for Defendants

20 MARIO ALBERTO GUERRA; GUERRA
21 PRODUCE and DANIEL CANCHOLA

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23
24
25
26
27
28
STIPULATIONS REGARDING LIABILITY

-2-

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Tuesday, October 10, 2017 5:53 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc

What about the stipulated judgment?

From: Stephen R. Cornwell [mailto:steve@cornwellsample.com]
Sent: Monday, October 09, 2017 9:17 PM
To: Joe Cooper
Subject: RE: LeDuc

Yes. Have stip re liability that we sent before. I'll see if I can locate it now and send it over.

From: Joe Cooper [mailto:Joe@coopllp.com]
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Joe

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Cc: Rene Sample; Stephen R. Cornwell
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Steve

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, October 10, 2017 9:16 AM
To: Joe Cooper
Subject: RE: LeDuc

I sent it to you at 9:17 pm last night.

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Tuesday, October 10, 2017 5:53 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc

What about the stipulated judgment?

From: Stephen R. Cornwell [mailto:steve@cornwellsample.com]
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Steve

Yer Xiong

From: Rene Sample
Sent: Thursday, October 12, 2017 10:15 PM
To: joe@coopllp.com; Stephen R. Cornwell; Yer Xiong
Subject: Monday

Monday will be Officer Morrison, Cal, Robert Abby, Luke and Kit Lemons (Tory's friend.)

Sent from my iPhone

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Saturday, October 14, 2017 5:27 PM
To: Peter Klee
Cc: Rene Sample; Joe Cooper
Subject: LeDuc
Attachments: ASSIGNMENT.docx

Here is my effort. I recognize formatting issues and no doubt some substantive changes will be necessary but this gets it to first base. Please review and comment. I think we do need a signature from some Infinity officer and by the Plaintiffs.

SETTLEMENT AGREEMENT

This is a settlement agreement between the heirs of Marsha LeDuc, Tori Abby and Miley Abby, by and through her Guardian Ad Litem Tori Abby, the defendants Mario Guerra and Daniel Canchola and Infinity Select Insurance Company, a member of Infinity Property and Casualty Corporation. The purpose of this Agreement is to agree to the amount of any verdict the jury would have rendered in the action referenced below and in which the jury has been empaneled thereby capping the potential exposure of Infinity and establishing the amount the jury would have determined plus costs and enabling the Plaintiffs to proceed to enforce whatever rights they may have against Infinity based on the stipulated amount of the judgment and Plaintiffs claims that the subject policy referenced below is more than its declared amount, and that the Plaintiffs may seek damages for bad faith up to the amount of the presumed judgment plus interest on that judgment as would have accumulated according to law.

The subject of this settlement concerns a collision that occurred on June 12, 2013. There were three vehicles involved in the collision. The first vehicle was a 2001 Dodge RAM 3500 driven by Daniel M. Canchola and owned by his employer Mario Guerro dba Guerro Produce. The second vehicle was a 2003 Pontiac Vibe driven by Tori Kay Abby, in which her daughter Miley Abby and her mother Marsha Kay LeDuc were passengers. The third vehicle was a 2003 GMC Sonoma driven and owned by Guadalupe Medina. At the time of the collision Tori Abby was stopped behind the Medina vehicle and other vehicles all of whom were stopped waiting for the signal light on southbound Alta Avenue to cycle allowing the vehicles to continue southbound. This was at Alta Avenue's intersection with Manning Avenue in Fresno County, California. The collision occurred as Mr. Canchola, who was southbound on Alta Avenue, failed to stop the vehicle he was operating and struck the rear end of Ms. Abby's vehicle causing the death of Marsha LeDuc and injuries to Tori Abby and Miley Abby. The impact to Ms. Abby's vehicle pushed Ms. Abby's vehicle

into the rear of Ms. Medina's vehicle.

On December 11, 2013, Plaintiffs CAL LeDUC; TORI ABBY; MILEY ABBY, a minor, by and through her Guardian ad Litem TORI ABBY; MANDY JOBE; LuKUS LeDUC; JAY LeDUC filed a complaint seeking damages for the death and injuries to Tori Abby and Miley Abby. MARIO ALBERTO GUERRO; DANIEL M. CANCHOLA and GUERRA PRODUCE filed an answer to the complaint in the Fresno County Superior Court bearing Case No.13CECG03811 ("the underlying action"). The Complaint alleges that each of defendants were negligent in connection with the accident. The defendants named in the litigation other MARIO ALBERTO GUERRO; DANIEL M. CANCHOLA and GUERRA PRODUCE were named based on allegations of defects in the manufacture of the Pontiac Vibe in which Tori Abby was driving and in which Miley Abby and Marsha Kay LeDuc were passengers. The product liability portion of the case was settled and was approved as a Good Faith Settlement on or about April 13, 2017. The only remaining defendants in this case are Guerra, Canchola, and Guerra Produce.

Infinity Select Insurance Company, a member of the Infinity Property and Casualty Corporation (hereinafter referred to as "Infinity") issued policy No. 504-65323-2013-001 to Mario Guerro for his 2001 Dodge RAM 3500. The Dodge RAM 3500 insured by Infinity was being driven by Daniel M. Canchola. Its stated policy limits are \$25,000 per person and \$50,000 per accident. Daniel M. Canchola was an employee and permissive user of said vehicle at the time of the collision. As a permissive user of the truck Canchola was an insured under the Infinity under the Infinity policy. Under the terms of the policy, Infinity is obligated to pay on behalf Daniel M. Canchola, Mario Guerro and Guerro Produce (hereafter "Defendants") all sums that they shall become legally obligated to pay as damages because of "bodily injury" arising from an accident up to the policy limits and is obligated to defend the owner and driver in litigation arising out of a collision causing personal injuries.

Plaintiffs contend that the law of California provides that the 2001

Dodge RAM 3500 owned by Mario Guerro which was involved in this collision was required by California law to have minimum liability limits of \$750,000. Plaintiffs further contend that the subject policy has specific provisions which provide for the policy to conform to the state law requirements for coverage and that the actual policy limits are \$750,000 for all injuries and deaths.

After the underlying action was filed and discovery had taken place, the Plaintiffs made a demand to settle with Guerra, Guerra Produce and Daniel Canchola for the coverage required by California law, \$750,000. Infinity did not accept the offer to settle for that amount. Infinity did not respond to the proposal nor did it have counsel present during any part of the handling of the case.

Trial in the underlying action against Guerra, Guerra Produce and Daniel Canchola was initially scheduled for May of 2017. At that time both Mario Guerro and Daniel Canchola filed for Bankruptcy and the trial in the underlying action was stayed. Later the Bankruptcy Court ordered the stay lifted to allow the death and injury claims to proceed and the matter was then set for trial to commence in October of 2017. The Court in the bankruptcy matter specifically allowed the Plaintiffs' trial to commence on the condition that any collection would be only as to insurance proceeds of the Infinity policy. A copy of the orders of the Bankruptcy Court are attached as Exhibit A, B and C to this Settlement Agreement.

The trial of the personal injury and death action commenced on October 6. Thereafter jury selection commenced on October 10, 2017, and the jury was sworn in on October 11, 2017. Opening Statements were made on October 11 and the matter was then continued to October 16 to commence the taking of evidence. In the action the defendants stipulated to the negligence of both Canchola and Guerra and that their negligence caused the injuries and death of Marsha LeDuc. The parties further stipulated to the medical bills incurred for the medical services and emergency transportation of Marsha LeDuc, Tori Abby, and Miley Abby.

The remaining issue to be determined by the jury was the amount of damages to be awarded.

As stated, the Plaintiffs contend that the Infinity policy issued to Mario Guerra had limits imposed by law of \$750,000 and that Infinity had acted in bad faith by not settling for that amount and contended that the damages Guerra and Canchola were responsible for would far exceed those policy limits. Counsel for the Plaintiffs, Stephen Cornwell, had expressed an intention to sue Infinity for bad faith to recover the legally imposed policy limits and the entirety of any part of the judgment in excess of \$750,000 because of the bad faith of Infinity.

The parties to the litigation recognized the potential for a verdict of the jury far exceeded the \$750,000 value the Plaintiffs claimed was the policy limit of the Infinity policy. The Plaintiffs intention was to first obtain the judgment and then sue Infinity to establish the policy afforded coverage of \$750,000 and then seek recovery of all damages which would have been awarded by the jury in excess of the \$750,000..

After the opening statements, Infinity, by and through their counsel Peter Klee, approached plaintiff's counsel Stephen Cornwell to discuss a resolution of the underlying injury and death litigation suggesting the parties resolve the amount of the judgment that would have been awarded by the jury the effect of which would establish a value agreeable to the Plaintiffs and a value agreeable to Infinity to limit the amount of such damages. The parties negotiated and arrived at a settlement of issues to alleviate the necessity to continue with the jury trial, to permit the Plaintiffs to seek costs to which they would be entitled after a jury verdict in their favor and to remove any concern in the subsequent litigation against Infinity that the judgment could be challenged as being other than the result of adequate procedures to guarantee to Infinity that it was a legitimate judgment amount and not the result of collusion to which Infinity was not a party. Further, the parties agreed that the settlement would provide certain other provisions including that the insureds Guerra and Canchola had assigned all contractual rights under the policy to grant

to the Plaintiffs the legal right to pursue Infinity for the damages that the trial court would have awarded.

To enable the parties to accomplish their goals, the amounts of the stipulated judgments for each cause of action and a mechanism for establishing the costs to be included in the judgment is agreed to as follows:

1. It is agreed that had the jury proceeded and rendered a verdict that an ultimate verdict of \$2,562,941.28 in favor of the plaintiffs in the wrongful death cause of action would have resulted.
2. It is agreed that had the jury proceeded that a verdict of \$70,677.52 in favor of Tori Abby for her personal injuries would have resulted.
3. It is agreed that had the jury proceeded a verdict in the amount of \$136,079.64 in favor of Miley Abby by and through her Guardian Ad Litem would have resulted.
4. It is agreed that the Plaintiffs could seek their costs of suit in an amount to be determined in the Superior Court by the filing of a cost bill and allowing the defense to challenge the costs and that the court would make its award of costs and that this may include any rights the plaintiffs may have pursuant to CCP 998 for interest and expert fees and any other relief to which they are entitled by law.
5. It is agreed that a final judgment amount including all of the assumed verdicts and the costs will be determined and included in a final stipulated judgment amount.
6. It is agreed that this final judgment amount will have resulted in a judgment being entered as of October 17, 2017 and that that judgment amount will increase by the interest of 10% per annum from that day forward.

The amount of the cost award will be added to the stipulated judgment amount just as if the matter had been reduced to a judgment after the jury's verdict and later added to for the costs so the entire judgment is established immediately after the jury's verdict. The net effect of this is that interest on the total amount of the judgment including costs runs from the date of the judgment, October 17, 2017.

7. It is agreed that \$50,000 of the stated policy limits will to be paid upon dismissal of the tort action which \$50,000 will constitute a credit for any further liability that Infinity may have. And it is agreed that if the policy indemnifies the insureds for costs above and beyond the \$50,000 that amount shall likewise be paid upon dismissal of the action.
8. Infinity agrees to waive any defense that the stipulated judgments are not binding in the bad faith action and that the judgments are not the result of any collusive actions but rather the product of an assessment of the liability and damages which Infinity accepts as valid and in good faith.
9. It is agreed that the insureds Guerra and Canchola shall have assigned all necessary contractual rights to the Plaintiffs to enable them to sue Infinity for bad faith.
10. It is agreed that the bankruptcy of Guerra and Canchola does not impair the rights of the Plaintiffs to pursue the entire amount of the judgment or any part thereof.

Based on the foregoing agreements it is agreed to by the Plaintiffs, by and through their counsel, Stephen Cornwell and Infinity Select Insurance Company and Infinity Property and Casualty Corporation as follows:

1. Infinity Select Insurance Company and Infinity Property and Casualty Corporation (“Infinity”) agree that the Plaintiffs may proceed to initiate and litigate the coverage of the Infinity policy, to contend that the policy insured the named insured under the above referenced policy and any permissive user for \$750,000, and that Infinity was in bad faith and to seek the full value of the judgments to which it agrees herein.
2. That the parties stipulate the Daniel M. Canchola, Mario Guerro and Guerro Produce assigned to Plaintiffs such contractual and extra-contractual rights or claims against Infinity as is allowed by law to assign to enable the Plaintiffs to pursue the bad faith rights to collect the amounts of the judgment agreed to herein. The parties acknowledge that a judgment creditor in an auto personal injury and/or wrongful death case may sue the insurance carrier directly pursuant to the Insurance Code and by this agreement agree that the Plaintiffs may seek those damages above the policy limits on a theory of bad faith as if the jury had rendered the verdict amounts stated herein. It is expressly agreed that any rights or claims Daniel M. Canchola, Mario Guerro and Guerro Produce may have against Infinity Insurance Company that are not legally assignable, including damages for their emotional distress and punitive damages are not considered to have been assigned to the Plaintiffs.

2. In consideration of this assignment, Plaintiffs and their heirs, executors, administrators and assigns, agree to dismiss the underlying action against Daniel M. Canchola, Mario Guerro and Guerro Produce, and all other parties. The court in the trial in the underlying action will discharge the jury given that Infinity will agree to these amounts as if the jury had rendered these verdicts. Infinity agrees that it has the benefit of the certainty that the judgment will not exceed these amounts and the Plaintiffs have the benefit of the awards being at

least these amounts and being able to assert their rights to costs as if the jury had returned verdicts and a judgment for costs had been determined. It is agreed that the court will retain jurisdiction to allow the Plaintiffs to file seek their costs and for the court to determine the costs to be awarded in the manner provided by the Code of Civil Procedure. The defense may challenge the costs claimed by the Plaintiffs and the court will rule on the amount of the costs. This amount of the costs will be added to the final judgment referenced above so the final judgment will be the sum of the figures mentioned above and any costs to which the Plaintiffs are entitled.

3. This final judgment will be reduced to a paper document just as if the court had rendered the final judgment. No judgment will be entered in the suit in which the jury is presently empaneled. The document referenced as a "judgment" may, if necessary, be shown to a jury in the bad faith case. Further, in the trial of the bad faith case against Infinity, the jury there will not be told that this was an agreement but rather the result of a jury verdict. The jury in the bad faith case will not be informed that the jury did not make these specific findings and that it was the product of a stipulation. The jury will be told that the verdict was for a certain amount as reflected in the final judgment. The jury will not be told that the Plaintiffs suffered through a jury trial providing testimony this did not happen. The jury will simply be informed that a jury was empaneled and the document stating the final amount of the judgment is the final result of the trial.

4. After the court in the underlying action makes its final ruling on the costs the Plaintiffs will dismiss the case with prejudice and Infinity agrees that it will not assert that the Plaintiffs do not have the right to proceed because of the dismissal or assert the dismissal as any kind of defense. The stipulated amount of the judgment for the amounts above stated and the costs found by the court shall earn interest as any other judgment. Interest on the judgment shall run from October 17, 2013.

5. Infinity agrees that the action by the Plaintiffs against Infinity may be prosecuted as if the Plaintiffs had obtained all necessary assignments from the insureds to permit all bad faith claims possible to be legally claimed. 7. Upon execution of this agreement, Infinity will immediately tender to Plaintiffs \$50,000 as set forth above, plus any costs it is obligated to pay pursuant to their policy.

8. The undersigned do hereby agree that:

(a) It is possible that Plaintiffs may suffer other injuries or damages not now known or discovered or consequences or results of known injuries or damages will develop or be discovered. This Agreement is expressly intended to cover and include all such future damage or injuries or further consequences of known or unknown injuries or damage.

(b) That it is hereby stipulated by and between Plaintiffs CAL LeDUC; TORI ABBY; MILEY ABBY, a minor, by and through her Guardian ad Litem TORI ABBY; MANDY JOBE; LuKUS LeDUC; JAY LeDUC; and CAL LeDUC as successor in interest to the estate of Marsha Kay LeDuc and defendant Daniel M. Canchola, Mario Guerra and Guerra Produce through their respective counsel, and Infinity that this agreement is the consideration for the settlement of that case and it shall be deemed to have been settled pursuant to Code Civil Procedure 664.6 on the above referenced terms.

9. Peter Klee, as a member of the California State Bar, represents that he is the attorney for the insurance carriers above referenced and generally referred to in this agreement as "Infinity" and that he has the authority to negotiate the terms of this settlement. Infinity, by and through its officer signatory below represents that he has the authority to agree to the terms of this agreement in good faith. Infinity hereby agrees to the terms hereof. Infinity agrees that it is intended that this stipulated judgment will have the same force and

effect as if the trial had gone forward and resulted in a final judgment. Accordingly, Infinity Insurance hereby agrees to waive any defenses that rights were not properly or completely assigned, the stipulated judgment is not binding or that it was the product of collusion of which it was not a part and waives any other defense in the bad faith action regardomg the amounts of the judgments and/or the manner in which the judgments were obtained.

10. Insurance will forward to counsel for Plaintiffs payment in the form of a draft in the amount of \$50,000 made payable to the trust account of Cornwell & Sample which amount shall constitute a credit to the judgment agreed upon. Infinity agrees that it will forward the \$50,000 no later than ten business days after October 17, 2017. Upon the order of the court in the underlying action for the amount of recoverable costs Infinity Insurance will immediately forward to counsel for Plaintiffs payment in the form of a draft in the amount of any costs it is obligated to pay pursuant to the policy issued to Mario Guerra. Upon receipt of said payments and completion of the matters concerning the costs, the Plaintiffs will execute and file a request for dismissal of the underlying action with prejudice. No release of any of Plaintiffs' rights or claims against Infinity shall be assumed as a result of the acceptance of said payments.
11. The parties hereto acknowledge and agree that any payments made by any other parties to the Plaintiffs shall not constitute a credit to the amount of any judgment agreed to herein. Thus, payments made by other parties herein and which were approved by the court as being in good faith are not a credit to any judgment which would have been rendered against the insureds and Infinity agrees that no such credit will be claimed.

12. This agreement contains the entire agreement between the parties. All of the terms of this Agreement are contractual and not a mere recital.

13. This Agreement may be executed in one or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED: October____2017.

Stephen R. Cornwell, attorney for
Plaintiffs

DATED: October____2017.

Plaintiff Tori Abby

DATED: October____2017.

Plaintiff Tori Abby as guardian ad
litem for Miley Abby

DATED: October____2017.

Plaintiff Cal LeDuc

DATED: October____2017.

Plaintiff Cal LeDuc, as successor in
interest for the Estate of Marsha
LeDuc

DATED: October____2017.

—

Plaintiff Jay LeDuc

DATED: October____2017.

—

Plaintiff Lukas LeDuc

DATED: October____2017.

—

Plaintiff Mandy Jobe

DATED: October____2017.

—

Representative for Infinite
Insurance

DATED: November ____, 2002.

—

Peter Glee, attorney for Infinity
Insurance

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Sunday, October 15, 2017 7:50 AM
To: Peter Klee; Stephen R. Cornwell
Cc: Rene Sample
Subject: RE: LeDuc

Steve:

What is the status of trial tomorrow morning? Please email me as I left my cell in Oxford. Thank you,
J

From: Peter Klee [mailto:PKlee@sheppardmullin.com]
Sent: Saturday, October 14, 2017 6:03 PM
To: Stephen R. Cornwell
Cc: Rene Sample; Joe Cooper
Subject: RE: LeDuc

Steve, thank you for taking the laboring oar on a first draft. Your draft has a lot of factual and procedural recitations that don't need to be, and probably shouldn't be, in the agreement because they make the agreement overly complicated and may undercut what the parties are trying to do. I will make some proposed revisions, which will be consistent with our discussions, that will simplify the document. I will get them to you tomorrow for your consideration.

Peter H. Klee
619.338.6624 | direct
619.515.4122 | direct fax
PKlee@sheppardmullin.com | [Bio](#)

SheppardMullin

Sheppard Mullin Richter & Hampton LLP
501 West Broadway, 19th Floor
San Diego, CA 92101
619.338.6000 | main
www.sheppardmullin.com

From: Stephen R. Cornwell [mailto:steve@cornwellsample.com]
Sent: Saturday, October 14, 2017 5:27 PM
To: Peter Klee <PKlee@sheppardmullin.com>
Cc: Rene Sample <Rene@cornwellsample.com>; Joe Cooper <Joe@coopllp.com>
Subject: LeDuc

Here is my effort. I recognize formatting issues and no doubt some substantive changes will be necessary but this gets it to first base. Please review and comment. I think we do need a signature from some Infinity officer and by the Plaintiffs.

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

Stephen R. Cornwell

From: Peter Klee <PKlee@sheppardmullin.com>
Sent: Sunday, October 15, 2017 11:25 AM
To: Stephen R. Cornwell
Cc: Rene Sample; 'Joe Cooper'
Subject: RE: LeDuc
Attachments: Proposed Settlement Agreement.DOCX

Steve,

Attached is my proposed draft of the settlement agreement. I have made sure that it incorporates all of the concepts and deal points that we discussed. Please let me know if it is acceptable and, if so, how we should proceed from here.

Joe, if you can access the document, please confirm that the factual recitations are accurate. I based them on Steve's draft.

Thank you both for your assistance in resolving this matter.

Peter H. Klee
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619.515.4122 | direct fax
PKlee@sheppardmullin.com | [Bio](#)

SheppardMullin

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SheppardMullin

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From: Stephen R. Cornwell [<mailto:steve@cornwellsample.com>]

Sent: Saturday, October 14, 2017 5:27 PM

To: Peter Klee <PKlee@sheppardmullin.com>

Cc: Rene Sample <Rene@cornwellsample.com>; Joe Cooper <Joe@coopllp.com>

Subject: LeDuc

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SETTLEMENT AGREEMENT

This settlement agreement (hereafter the “Agreement”) is entered into between the heirs of Marsha LeDuc, Tori Abby and Miley Abby, by and through her Guardian Ad Litem Tori Abby (hereafter referred to collectively as “Plaintiffs”), and Infinity Select Insurance Company, a member of Infinity Property and Casualty Corporation (hereafter “Infinity”). Plaintiffs and Infinity are referred to collectively herein as “the parties.” The purposes of this Agreement are to (1) effectuate a dismissal of the lawsuit Plaintiffs filed against Mario Guerra and Daniel Canchola, which is pending in the Fresno County Superior Court bearing Case No.13CECG03811 (the “Underlying Action”), and (2) preserve Plaintiffs’ ability to pursue Infinity under a “bad faith failure to settle” claim for the full amount of damages agreed upon below.

The subject of this settlement concerns a collision that occurred on June 12, 2013. There were three vehicles involved in the collision. The first vehicle was a 2001 Dodge RAM 3500 driven by Daniel M. Canchola and owned by his employer Mario Guerro dba Guerro Produce. The second vehicle was a 2003 Pontiac Vibe driven by Tori Kay Abby, in which her daughter Miley Abby and her mother Marsha Kay LeDuc were passengers. The third vehicle was a 2003 GMC Sonoma driven and owned by Guadalupe Medina.

Infinity issued policy No. 504-65323-2013-001 to Mario Guerro for his 2001 Dodge RAM 3500. The Dodge RAM 3500 insured by Infinity was being driven by Daniel M. Canchola. Its stated policy limits are \$25,000 per person and \$50,000 per accident. Plaintiffs contend that the law of California provides that the 2001 Dodge RAM 3500 owned by Mario Guerro which was involved in this collision was required by California law to have minimum liability limits of \$750,000. Plaintiffs further contend that the subject policy has specific

provisions which provide for the policy to conform to the state law requirements for coverage and that the actual policy limits are \$750,000 for all injuries and deaths. Infinity disputes these contentions and asserts that the Infinity policy's limits were appropriately set at \$25,000 per person and \$50,000 per accident.

On December 11, 2013, Plaintiffs filed the Underlying Action against, among others, Mario Guerro and Daniel Canchola. While the Underlying Action was pending, Plaintiffs served a CCP 998 offer for \$750,000. Infinity did not accept that statutory offer.

The parties hereto wish to avoid the further time and expense of litigating the Underlying Action through trial, judgment, and possible appeal. Plaintiffs, however, do not want a pre-judgment dismissal of the Underlying Action to impair their ability to pursue Infinity under a "bad faith failure to settle" claim to recover the full amount of the damages agreed upon herein.

Now, therefore, the parties agree to the following:

1. Plaintiffs will dismiss the Underlying Action with prejudice. Infinity will waive any costs it may have incurred in the defense of the Underlying Action.
2. Following the dismissal of the Underlying Action with prejudice, Plaintiffs may file a civil action against Infinity based on a "bad faith failure to settle" claim (the "Bad Faith Case"). Infinity agrees not to assert any defense in the Bad Faith Case based on the fact that no judgment was entered in the Underlying Action. Infinity also agrees that Plaintiffs will not need an assignment from Mario Guerro or Daniel Canchola to pursue the damages agreed upon below.

3. Plaintiffs contend that they made a reasonable offer to settle the Underlying Action for an amount within the Infinity policy's liability limits, and that Infinity unreasonably rejected that offer. Infinity agrees that, if Plaintiffs can prove this claim in the Bad Faith Case, then Plaintiffs will be entitled to recover the following damages from Infinity: (i) damages for the wrongful death claim, which the parties agree has a value of \$2,562,941.28, (ii) damages for Tori Abby's claim, which the parties agree has a value of \$79,677.52, (iii) damages for Miley Abby's claim, which the parties agree has a value of \$136,079.64, and (iv) Plaintiffs' recoverable costs of suit in the Underlying Action (including C.C.P. 998 costs and interest), which will be determined either by the parties' agreement or by the Superior Court pursuant to the filing of a cost bill and resolution of any challenge by the defense to the costs claimed.

4. The parties further agree that, although no judgment will be entered in the Underlying Action, the amounts set forth in paragraph 3 above may be presented to the jury in the Bad Faith Case as the amount of a "judgment" entered in the Underlying Action. The jury in the Bad Faith Case will not be informed that no judgment was entered in the Underlying Action or that the damages claimed by Plaintiffs were the result of an agreed-upon settlement.

5. The parties further agree that if Plaintiffs recover the agreed upon damages set forth in paragraph 3 above, they will also be entitled to recover interest on those damages at the rate of 10% per annum from the date this agreement is signed by all parties.

6. The parties agree that Plaintiffs' potential recovery in the Bad Faith Case is capped at the aggregate total of the agreed upon damages set forth in paragraphs 3 and 5 above. Plaintiffs understand and agree that they cannot recover any damages or other monies from Infinity in

the Bad Faith Case or otherwise, above or beyond these agreed upon amounts.

7. The parties agree that \$50,000 of the stated policy limits will be paid within 10 days of the dismissal of the Underlying Action and will constitute a \$50,000 credit for any further liability that Infinity may have as determined in the Bad Faith Case. The agreed upon damages set forth in paragraphs 3 and 5 above will be reduced by the \$50,000 payment and any other payment Infinity may hereafter make to plaintiffs. It is also agreed that if the terms of the Infinity policy provide indemnity for costs above and beyond the stated liability limit, that amount shall likewise be paid upon dismissal of the Underlying Action.

8. It is agreed that the bankruptcy of Guerra and Canchola does not impair the rights of Plaintiffs to pursue any of the agreed upon damages set forth in this Agreement.

9. The parties agree that the terms of this Agreement apply only to Plaintiffs and Infinity and are agreed to solely to effectuate the objectives of the parties expressly stated herein. Infinity reserves and retains all rights and defenses not specifically waived in this Agreement.

10. The parties agree that this agreement is the consideration for the settlement of the Underlying Action and it shall be deemed that the Underlying Action has been settled pursuant to Code Civil Procedure 664.6 on the above referenced terms.

11. The parties agree that any payments made by any other parties to Plaintiffs shall not constitute a credit to the agreed upon damages set forth herein or to any recovery that Plaintiffs may make in the Bad Faith Case.

12. Plaintiffs understand that they may suffer other injuries or damages not now known or discovered or consequences or results of known injuries or damages will develop or be discovered. This Agreement is expressly intended to cover and include all such future damage or injuries or further consequences of known or unknown injuries or damage.

13. The parties expressly accept and assume the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. The parties waive all rights under California Civil Code, Section 1542, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

14. This Agreement shall bind and inure to the benefit of the parties' successors, shareholders, assigns, heirs, executors, administrators, directors, managers, officers, partners, attorneys, agents, servants, and employees, separately and collectively.

15. In entering into this Agreement, the parties represent that they have read the contents of this Agreement; that the terms have been explained to them by their attorneys; that those terms are fully understood and voluntarily accepted by them; that they have solely relied upon the legal advice of their respective attorneys, who are attorneys of their own

choosing; and hereafter no such party shall deny the validity of this Agreement on the ground that they or it did not have adequate advice of counsel.

16. The parties conclusively agree that neither the parties nor their attorneys, employees, agents, vendors or representatives have made any representations other than the representations contained in this document to induce this Agreement. Moreover, the parties conclusively agree that they did not rely on any representation made by the other party or any of the other party's attorneys, employees, agents, vendors or representatives in entering into this Agreement.

17. This Agreement contains the entire agreement between the parties, and there are no other agreements modifying its terms. All of the terms of this Agreement are contractual and not a mere recital. This Agreement's terms can only be modified by a writing signed by all of the parties which expressly states that such modification is intended.

18. This Agreement shall not be construed against any party on the basis of who drafted it. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall, in any event, remain effective and binding.

19. This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

20. This Agreement may be executed in one or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages executed and received via facsimile or e-mail will have the same force as original signatures.

DATED: October _____ 2017.

Stephen R. Cornwell, attorney for
Plaintiffs

DATED: October _____ 2017.

Plaintiff Tori Abby

DATED: October _____ 2017.

Plaintiff Tori Abby as guardian ad
litem for Miley Abby

DATED: October _____ 2017.

Plaintiff Cal LeDuc

DATED: October _____ 2017.

Plaintiff Cal LeDuc, as successor in
interest for the Estate of Marsha
LeDuc

DATED: October _____ 2017.

Plaintiff Jay LeDuc

DATED: October ____ 2017.

Plaintiff Lukas LeDuc

DATED: October ____ 2017.

Plaintiff Mandy Jobe

DATED: October ____ 2017.

Representative for Infinity

DATED: November ____, 2002.

Peter Klee, attorney for Infinity

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Sunday, October 15, 2017 3:13 PM
To: Stephen R. Cornwell; Peter Klee
Subject: RE: LeDuc

I have reviewed it and it is factually correct. I would ask that Guerra Produce be referenced in the first paragraph as a party. Steve, I left my phone in Mississippi. Email me with our start time tomorrow. My clients are scheduled to be there at 8:30 am. Thank you,
J

From: Stephen R. Cornwell [mailto:steve@cornwellsample.com]
Sent: Sunday, October 15, 2017 11:35 AM
To: Peter Klee
Cc: Joe Cooper
Subject: RE: LeDuc

I have it. I have to attend a birthday party for family and will have a look at it when I return.

From: Peter Klee [mailto:PKlee@sheppardmullin.com]
Sent: Sunday, October 15, 2017 11:34 AM
To: Stephen R. Cornwell
Cc: Rene Sample; 'Joe Cooper'
Subject: RE: LeDuc

Steve please reply to confirm your receipt of the draft so I know you got it.

Peter H. Klee
619.338.6624 | direct
619.515.4122 | direct fax
PKlee@sheppardmullin.com | Bio

SheppardMullin
Sheppard Mullin Richter & Hampton LLP
501 West Broadway, 19th Floor
San Diego, CA 92101
619.338.6000 | main
www.sheppardmullin.com

----- Original Message -----

From: Peter Klee <PKlee@sheppardmullin.com>
Date: Sun, Oct 15, 2017, 11:24 AM
To: "'Stephen R. Cornwell'" <steve@cornwellsample.com>
CC: 'Rene Sample' <Rene@cornwellsample.com>, 'Joe Cooper' <Joe@coopllp.com>
Subject: RE: LeDuc

Steve,

Attached is my proposed draft of the settlement agreement. I have made sure that it incorporates all of the concepts and deal points that we discussed. Please let me know if it is acceptable and, if so, how we should proceed from here.

Joe, if you can access the document, please confirm that the factual recitations are accurate. I based them on Steve's draft.

Thank you both for your assistance in resolving this matter.

Peter H. Klee
619.338.6624 | direct
619.515.4122 | direct fax
PKlee@sheppardmullin.com | [Bio](#)

SheppardMullin

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Cc: Rene Sample <Rene@cornwellsample.com>; Joe Cooper <Joe@coopllp.com>
Subject: RE: LeDuc

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Subject: LeDuc

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Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Sunday, October 15, 2017 5:43 PM
To: Peter Klee
Cc: Joe Cooper
Subject: LeDuc

We are ready to put on evidence tomorrow morning.

Here is the modified Agreement. I have added Brandt fees as a potential. I made a few other modifications. Please read over and advise. Obviously we have to have this finished by later tonight.

When someone signs for Infinity I need a separate document from the corporation stating who he is (officer, claims manager, etc) and that he has authority from the corporation to enter into this agreement signed by someone important.

You can call me if you would to advise that the final Agreement is done.

Steve

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From: Peter Klee <PKlee@sheppardmullin.com>
Sent: Sunday, October 15, 2017 7:40 PM
To: Stephen R. Cornwell
Cc: Joe Cooper
Subject: RE: LeDuc
Attachments: Late Sunday Agreement for LeDuc (002) (modified by P. Klee).DOCX

Steve, pursuant to our discussion this evening, attached is a revised copy of the agreement you sent to me this evening. The revisions have been highlighted in yellow. In addition, with your approval, I deleted the sentence stating that the agreement would have no effect on the insureds' rights. As we agreed, because the agreement results in a dismissal of the lawsuit, it will have an effect on them.

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SETTLEMENT AGREEMENT

This settlement agreement (hereafter the “Agreement”) is entered into between the heirs of Marsha LeDuc, and Tori Abby, individually, and Miley Abby, individually by and through her Guardian Ad Litem Tori Abby (hereafter referred to collectively as “Plaintiffs”), and Infinity Select Insurance Company, a member of Infinity Property and Casualty Corporation (hereafter “Infinity”). Plaintiffs and Infinity are referred to collectively herein as “the parties.” The purposes of this Agreement are to (1) effectuate a dismissal of the lawsuit Plaintiffs filed against Mario Guerra and Daniel Canchola, which is pending in the Fresno County Superior Court bearing Case No.13CECG03811 (the “Underlying Action”), and (2) preserve Plaintiffs’ ability to pursue claims against Infinity alleging the following theories: (i) that the limits of the Infinity policy are \$750,000, and (ii) that Infinity should be liable for the full amount of damages agreed upon below because it unreasonably failed to accept a settlement demand within the policy limits.

The subject of this settlement concerns a collision that occurred on June 12, 2013. There were three vehicles involved in the collision. The first vehicle was a 2001 Dodge RAM 3500 driven by Daniel M. Canchola and owned by his employer Mario Guerra dba Guerra Produce. The second vehicle was a 2003 Pontiac Vibe driven by Tori Kay Abby, in which her daughter Miley Abby and her mother Marsha Kay LeDuc were passengers. The third vehicle was a 2003 GMC Sonoma driven and owned by Guadalupe Medina.

Infinity issued policy No. 504-65323-2013-001 to Mario Guerra for his 2001 Dodge RAM 3500. The Dodge RAM 3500 insured by Infinity was being driven by Daniel M. Canchola. Its stated policy limits are \$25,000 per person and \$50,000 per accident. Plaintiffs

contend that the law of California provides that the 2001 Dodge RAM 3500 owned by Mario Guerra which was involved in this collision was required by California law to have minimum liability limits of \$750,000. Plaintiffs further contend that the subject policy has specific provisions which provide for the policy to conform to the state law requirements for the amounts of coverage and that the actual policy limits are \$750,000 for all injuries and deaths. Infinity disputes these contentions and asserts that the Infinity policy's limits were appropriately set at \$25,000 per person and \$50,000 per accident.

On December 11, 2013, Plaintiffs filed the Underlying Action against, among others, Mario Guerra and Daniel Canchola. While the Underlying Action was pending, Plaintiffs served a CCP 998 offer for \$750,000. Infinity did not accept that statutory offer.

The matter proceeded to trial on October 6, 2017. A jury was selected. The parties entered into stipulations that Daniel Canchola was negligent and that Mario Guerra was negligent and that Daniel Canchola was acting in the course and scope of his employment when driving the subject Dodge truck. The parties to the litigation further agreed that the negligence of each of the defendants was the cause of the injuries to Tori Abby and to Miley Abby and was the cause of the death of Marsha LeDuc. The jury was to hear evidence commencing on October 16. Prior thereto the parties hereto agreed to an amount that the jury would find as damages for each cause of action if the case was given to the jury and agreed that the jury did not need to find such damages in order for the Plaintiffs to proceed with their lawsuit against Infinity.

The parties hereto wish to avoid the further time and expense and risk of litigating the Underlying Action through trial, judgment, and possible appeal. Plaintiffs, however, do not want a pre-judgment

dismissal of the Underlying Action to impair their ability to pursue Infinity under a “bad faith failure to settle” claim to recover the full amount of the damages agreed upon herein.

Now, therefore, the parties agree to the following:

1. Plaintiffs will dismiss the Underlying Action with prejudice. Infinity will waive any costs it may have incurred in the defense of the Underlying Action. The dismissal will not be entered until after the court in the Underlying Action has ruled on the amount of costs to which the Plaintiffs are entitled which amount of costs shall be added to the agreed-to damages set forth below. Alternatively the parties may agree to the amount of costs in lieu of a court decision and add those costs to the damages agreed upon as further set forth in Paragraph 4.
2. Following the dismissal of the Underlying Action with prejudice, Plaintiffs may file a civil action against Infinity based on their claim of the amount of coverage of the policy and a “bad faith failure to settle” claim (cumulatively referenced herein as the “Bad Faith Case”). Infinity agrees not to assert any defense in the Bad Faith Case based on the fact that no verdict was rendered by the jury and no final judgment was entered in the Underlying Action as a result of a trial before the jury or any further action by the Superior Court in that case save and except for the findings relating to costs. Infinity also agrees that Plaintiffs will not need an assignment of rights of the policy from Mario Guerra or Daniel Canchola to pursue the damages agreed upon below.
3. Plaintiffs contend that the subject policy has \$750,000 limits imposed by law and that Infinity is liable for those limits by reason of the judgment rendered in the Superior Court. Infinity agrees that if Plaintiffs can establish in the Bad Faith Case that the Infinity policy limit is \$750,000, then Plaintiffs will be entitled to recover \$750,000

from Infinity. Plaintiffs further contend that they made a reasonable offer to settle the Underlying Action for an amount within Infinity's policy liability limits imposed by law, and that Infinity unreasonably rejected that offer. Infinity agrees that if Plaintiffs can prove this "bad faith failure to settle" claim in the Bad Faith Case, Plaintiffs may recover from Infinity the full amount of the agreed upon damages and costs set forth in paragraph 4 below.

4. The parties agree that, for purposes of determining the potentially recoverable damages in the Bad Faith Case, the amount of damages which the jury would have found and been reduced to judgments are:

(i) damages for the wrongful death claim arising out of the death of Marsha LeDuc, which the parties agree has a value of \$2,562,941.28,

(ii) damages for Tori Abby's injury claim, which the parties agree has a value of \$79,677.52,

(iii) damages for Miley Abby's injury claim, which the parties agree has a value of \$136,079.64, and

(iv) Plaintiffs' recoverable costs of suit in the Underlying Action (including C.C.P. 1032 costs and C.C.P. 998 costs and interest), which will be determined either by the parties' agreement or by the Superior Court pursuant to the filing of a cost bill and resolution of any challenge by the defense to the costs claimed.

5. The parties further agree that, although no judgment will be entered in the Underlying Action, the amounts set forth in paragraph 4 above may be presented to the jury in the Bad Faith Case as the amount of a "judgment" entered in the Underlying Action. The jury in the Bad Faith Case will not be informed that no judgment was entered in the Underlying Action or that the damages claimed by Plaintiffs were the result of an agreed-upon settlement but may be told that the jury in the underlying case found such damages.

6. The parties further agree that if Plaintiffs recover the agreed upon damages set forth in paragraph 4 above, they will also be entitled to recover interest on those damages at the rate of 10% per annum from the date that the Underlying Action is dismissed with prejudice.

7. The parties agree that Plaintiffs' potential recovery in the Bad Faith Case is capped at the aggregate total of the agreed upon damages set forth in paragraphs 4 and 6 above and any attorneys fees which are recoverable by law. Plaintiffs understand and agree that they cannot recover any damages from Infinity in the Bad Faith Case above or beyond these agreed upon amounts except for attorneys fees to which counsel may be entitled pursuant to Brandt v. Superior Court 37 C3 813 and other cases interpreting Brandt. Infinity disputes that Plaintiffs can recover attorneys fees and preserves its right to challenge any request for such fees in the Bad Faith Case.

8. The parties agree that \$50,000 of the stated policy limits will be paid within 10 days of the dismissal of the Underlying Action and will constitute a \$50,000 credit for any further liability that Infinity may have as determined in the Bad Faith Case. The agreed upon damages set forth in paragraphs 4 and 6 above will be reduced by the \$50,000 payment and any other payment Infinity may hereafter make to plaintiffs. It is also agreed that if the terms of the Infinity policy provide indemnity for costs above and beyond the stated liability limit, that amount shall likewise be paid upon dismissal of the Underlying Action.

9. It is agreed that the bankruptcy of Guerra and Canchola does not impair the rights of Plaintiffs to pursue any of the agreed upon damages set forth in this Agreement.

10. The parties agree that the terms of this Agreement apply only to Plaintiffs and Infinity, and are agreed to solely to effectuate the

objectives of the parties expressly stated herein. Infinity reserves and retains all rights and defenses not specifically waived in this Agreement.

11. The parties agree that this agreement is the consideration for the settlement of the Underlying Action and it shall be deemed that the Underlying Action has been settled pursuant to Code Civil Procedure 664.6 on the above referenced terms.

12. The parties agree that any payments made by any other parties to Plaintiffs shall not constitute a credit to the agreed upon damages set forth herein or to any recovery that Plaintiffs may make in the Bad Faith Case.

13. Plaintiffs understand that they may suffer other injuries or damages not now known or discovered or consequences or results of known injuries or damages will develop or be discovered. This Agreement is expressly intended to cover and include all such future damage or injuries or further consequences of known or unknown injuries or damage.

14. The parties expressly accept and assume the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. The parties waive all rights under California Civil Code, Section 1542, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS WHICH THE CREDITOR DOES NOT KNOW
OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE

DEBTOR.

15. This Agreement shall bind and inure to the benefit of the parties' successors, shareholders, assigns, heirs, executors, administrators, directors, managers, officers, partners, attorneys, agents, servants, and employees, separately and collectively.

16. In entering into this Agreement, the parties represent that they have read the contents of this Agreement; that the terms have been explained to them by their attorneys; that those terms are fully understood and voluntarily accepted by them; that they have solely relied upon the legal advice of their respective attorneys, who are attorneys of their own choosing; and hereafter no such party shall deny the validity of this Agreement on the ground that they or it did not have adequate advice of counsel.

17. The parties conclusively agree that neither the parties nor their attorneys, employees, agents, vendors or representatives have made any representations other than the representations contained in this document to induce this Agreement. Moreover, the parties conclusively agree that they did not rely on any representation made by the other party or any of the other party's attorneys, employees, agents, vendors or representatives in entering into this Agreement.

18. This Agreement contains the entire agreement between the parties, and there are no other agreements modifying its terms. All of the terms of this Agreement are contractual and not a mere recital. This Agreement's terms can only be modified by a writing signed by all of the parties which expressly states that such modification is intended.

19. This Agreement shall not be construed against any party on the basis of who drafted it. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall, in any event, remain effective and binding.

20. This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

21. This Agreement may be executed in one or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages executed and received via facsimile or e-mail will have the same force as original signatures.

DATED: October ____ 2017.

Stephen R. Cornwell, attorney for
Plaintiffs

DATED: October ____ 2017.

Plaintiff Tori Abby

DATED: October ____ 2017.

Plaintiff Tori Abby as guardian ad
litem for Miley Abby

DATED: October ____ 2017.

Plaintiff Cal LeDuc

DATED: October _____ 2017.

Plaintiff Cal LeDuc, as successor in
interest for the Estate of Marsha
LeDuc

DATED: October _____ 2017.

Plaintiff Jay LeDuc

DATED: October _____ 2017.

Plaintiff Lukas LeDuc

DATED: October _____ 2017.

Plaintiff Mandy Jobe

DATED: October _____ 2017.

Representative for Infinity

DATED: November _____, 2002.

Peter Klee, attorney for Infinity

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, October 16, 2017 6:22 AM
To: Joe Cooper
Subject: RE: LeDuc

Klee and I have discussed the Agreement. I need a sign off by an insurance expert so I am not making a colossal mistake. Assume I can get this by 12

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Sunday, October 15, 2017 7:50 AM
To: Peter Klee; Stephen R. Cornwell
Cc: Rene Sample
Subject: RE: LeDuc

Steve:

What is the status of trial tomorrow morning? Please email me as I left my cell in Oxford. Thank you,
J

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Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Monday, October 16, 2017 5:58 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc

Thank you.

From: Stephen R. Cornwell [mailto:steve@cornwellsample.com]
Sent: Monday, October 16, 2017 6:34 AM
To: Joe Cooper
Subject: RE: LeDuc

Never spoke to him. Couldn't work it out.

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, October 16, 2017 5:55 AM
To: Stephen R. Cornwell
Subject: RE: LeDuc

So- Snauffer said no to 1:30 start?

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Subject: RE: LeDuc

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, October 16, 2017 7:16 AM
To: Peter Klee
Subject: RE: LeDuc

Peter

This looks OK based on my reading at this time. I want to make sure that I do not have to prove bad faith to recover what I contend are the policy limits imposed by law. If the law effectively reforms the policy to \$750,000 and the policy, by its express provisions, modifies its limits to the \$750,000, that amount is paid regardless of any showing of bad faith. That has been my approach from the very beginning. I also want to prove Infinity was in bad faith for not recognizing or acknowledging that its policy is \$750,000 under California law and that it should have settled, was in bad faith etc. But these may prove to be two different matters and I do not want a court to interpret this agreement as being a one for all bad faith or not case. I think I need a provision that clearly states this. I'll read it over now that I have printed it out and see if it satisfies my need. As I told you I need to have an insurance expert look at this agreement and presume that I can accomplish this early today.

Also concerned that we stipulate that for all purposes of the case against Infinity that a judgment was entered. We almost say that. I'll read it over but have to get ready and head to court.

Steve

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Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, October 16, 2017 1:36 PM
To: Peter Klee
Cc: Joe Cooper
Subject: Agreement
Attachments: Monday 1 pm version.docx

This time gave me the opportunity to craft the agreement in a more sensible version. No significant changes have been made except in the initial section part D. The intention is that if this Agreement somehow fails to allow me to proceed we are back to where we started which is not where I want to be.

Stephen R. Cornwell
Cornwell & Sample, LLP
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)
steve@cornwellsample.com
www.cornwellsample.com

SETTLEMENT AGREEMENT

I. PARTIES TO THE AGREEMENT

This settlement agreement (hereafter the “Agreement”) is entered into between the heirs of Marsha LeDuc, and Tori Abby, individually, and Miley Abby, individually by and through her Guardian Ad Litem Tori Abby (hereafter referred to collectively as “Plaintiffs”), and Infinity Select Insurance Company, a member of Infinity Property and Casualty Corporation (hereafter “Infinity”). Plaintiffs and Infinity are referred to collectively herein as “the Parties.”

II. PURPOSES OF THE AGREEMENT

A. The purposes of this Agreement are to: (1) effectuate a dismissal of the lawsuit Plaintiffs filed against Mario Guerra and Daniel Canchola, which is pending in the Fresno County Superior Court bearing Case No.13CECG03811 (the “Underlying Action”) without the formality of the entry of a judgment; while still (2) allowing the damages set forth by this Agreement in affirmative covenant 5 below to act as a judgment for damages in the Underlying Action for all other purposes; and while (3) preserving Plaintiffs’ ability to pursue all outstanding legal claims against Infinity based upon the following theories: (i) that the limits of the Infinity policy are or should be \$750,000, and (ii) that Infinity is or should be liable for the full amount of damages agreed upon in affirmative covenant numbers 3 and 5 below because Infinity breached the covenant of good faith and fair dealing by unreasonably failing to accept a settlement demand within the policy limits during the course of the Underlying Action.

B. The Parties to this Agreement wish to avoid the further time and expense and risk of litigating the Underlying Action through trial, judgment, and possible appeal. Plaintiffs, however, do not want either a pre-judgment dismissal of the Underlying Action or any lack of an assignment of rights to Plaintiffs under the Infinity Policy to in any way impair their ability to pursue Infinity for the full amount of the damages agreed upon in affirmative covenant numbers 3 and 5 below under the legal theories set forth above in this Section II, paragraph A.

C. The Parties to this Agreement agree that this Agreement will, in effect, act between them as the functional equivalent of: (1) a judgment in Plaintiffs' favor in the Underlying Action; and (2) a full assignment to Plaintiffs of rights by Mario Guerra ("Guerra") and Daniel M. Canchola ("Canchola") under the Infinity Policy both in connection with the Underlying Action and with respect to Plaintiffs' affirmative rights and privileges under this Agreement.

D. In the event this Agreement fails in its fundamental purposes of preserving all of Plaintiffs' all outstanding legal claims against Infinity based upon the theories set forth in above in this Section II, paragraph A, the Parties hereby agree that: (1) this Agreement shall be automatically rescinded and from its inception be rendered null and void; (2) the dismissal in the Underlying Action shall be voluntarily set aside by the Parties; (3) Plaintiffs shall be free to try to judgment any and all claims that were encompassed in the Underlying Action prior to the date the Underlying Action was previously dismissed; and (4) any amounts previously paid by Infinity to Plaintiffs under this Agreement shall act as a credit against any judgment subsequently entered in the reinstituted Underlying Action in favor of Plaintiffs.

III. FACTUAL BACKGROUND

A. The subject of this Agreement concerns a collision that occurred on June 12, 2013. There were three vehicles involved in the collision. The first vehicle was a 2001 Dodge RAM 3500 driven by Daniel M. Canchola and owned by his employer Mario Guerra dba Guerra Produce. The second vehicle was a 2003 Pontiac Vibe driven by Tori Kay Abby, in which her daughter Miley Abby and her mother Marsha Kay LeDuc were passengers. The third vehicle was a 2003 GMC Sonoma driven and owned by Guadalupe Medina.

B. Infinity issued policy No. 504-65323-2013-001 to Guerra for his 2001 Dodge RAM 3500 (the "Infinity Policy"). The Dodge RAM 3500 insured by the Infinity Policy was being driven by Canchola. The Infinity Policy's stated limits of liability are \$25,000 per person and \$50,000 per accident. Plaintiffs contend that the law of California provides that the Infinity Policy scheduling the 2001 Dodge RAM 3500 owned by Mario Guerra which was involved in this collision was a commercial vehicle required by California law to have applicable minimum limits of liability of \$750,000.

C. Plaintiffs further contend that: (1) all applicable state law requirements for commercial auto liability coverage, including state law requirements for the amounts of liability coverage, are read into the Infinity Policy by operation of law; and (2) the Infinity Policy has specific provisions which provide for the Infinity Policy to conform to the state law requirements for the amounts of liability coverage and, as a result, that the actual Infinity Policy limits of liability are or should be a total of \$750,000 for all injuries and deaths. Infinity disputes these contentions and asserts that the Infinity Policy's limits of liability were

appropriately set at \$25,000 per person and \$50,000 per accident notwithstanding any of the terms of the Infinity Policy and/or other requirements of applicable state law.

D. On December 11, 2013, Plaintiffs filed the Underlying Action against, among others, Guerra and Canchola. While the Underlying Action was pending, Plaintiffs served a CCP 998 offer to settle all outstanding claims against Guerra and Canchola in the Underlying Action for \$750,000. Neither Infinity, acting on behalf of Guerra and Canchola, nor Guerra or Canchola, accepted that statutory offer.

E. The Underlying Action proceeded to trial on October 6, 2017. A jury was selected. The parties to the Underlying Action entered into stipulations that Canchola was negligent, that Guerra was negligent and that Canchola was acting in the course and scope of his employment when driving the subject 2001 Dodge RAM 3500 truck. The parties to the Underlying Action further agreed that the negligence of Guerra and Canchola was the cause of the injuries to Tori Abby and to Miley Abby and was the cause of the death of Marsha LeDuc. The jury was to hear evidence commencing on October 16.

F. Prior to October 16, 2017, the Parties to this Agreement agreed in principle to an amount that the jury would find as damages for each cause of action if the case was given to the jury and agreed that the jury did not need to find such damages in order for the Plaintiffs to proceed with their outstanding claims against Infinity.

IV. AFFIRMATIVE COVENANTS

Now, therefore, the parties agree to the following:

1. Plaintiffs will dismiss the Underlying Action with prejudice. Infinity will waive any costs it may have incurred in the defense of the Underlying Action. The dismissal will not be entered until after the court in the Underlying Action has ruled on the amount of costs to which the Plaintiffs are entitled which amount of costs shall be added to the agreed-to damages set forth below. Alternatively the parties may agree to the amount of costs in lieu of a court decision and add those costs to the damages agreed upon as further set forth in affirmative covenants numbers 3 and 5 below.

2. Following the dismissal of the Underlying Action with prejudice, Plaintiffs may file a civil action against Infinity based on under the legal theories set forth above in Section II, paragraph A (cumulatively referenced herein as the "Bad Faith Case"). Infinity further agrees for all purposes under this Agreement to the following contentions including, but not limited to, agreeing not to assert any defense in the Bad Faith Case based on the following contentions: (1) any assertion that the claims prosecuted by Plaintiffs in the Underlying Action did not fall within the scope of liability coverage provided by to Guerra and/or Canchola by the Infinity Policy; (2) the settlement demand made by Plaintiffs in the Underlying Action set forth in Section III, paragraph D above was not reasonable in relation to the risk of a judgment above \$750,000 against Guerra and/or Canchola in the Underlying Action; (3) the fact that no verdict was rendered by the jury and/or no final judgment was entered in the Underlying Action as a result of a trial before the jury or any further action by the Superior Court in that case save and except for the findings relating to costs; (4) the fact that

Plaintiffs do not have an operative assignment from Guerra and/or Canchola of their respective rights under the Infinity Policy in connection with the Underlying Action; (5) that any representations or other statements made in connection with the application for and procurement of the Infinity Policy by any person were false, misleading, incomplete, incorrect, involved or constituted concealment or omission of facts and/or otherwise materially affected the acceptance or rating of the risks covered by the Infinity Policy by Infinity; or (6) the bankruptcy of Guerra and/or Canchola precludes any of the relief Plaintiffs may seek from Infinity.

3. Plaintiffs contend that the Infinity Policy has or should have operative \$750,000 limits of liability imposed by law and that Infinity would be, at minimum, liable up to those \$750,000 limits of liability in connection with an entry of judgment in Plaintiffs' favor in the Underlying Action. Infinity agrees that if Plaintiffs can establish in the Bad Faith Case that the Infinity Policy limit of liability is or should have been \$750,000, then Plaintiffs will be entitled to recover the sum \$750,000 from Infinity as damages in the Bad Faith Case.

4. Additionally, Plaintiffs contend that they made a reasonable offer to settle the Underlying Action for an amount within the Infinity Policy's operative \$750,000 limits of liability as imposed by law, and that Infinity unreasonably rejected that offer. Infinity agrees that if Plaintiffs can prove this "bad faith failure to settle" claim in the Bad Faith Case, Plaintiffs may recover from Infinity the full amount of the agreed upon damages and costs set forth in affirmative covenant number 5 below.

5. The Parties agree and stipulate that, for purposes of determining the potentially recoverable damages in the Bad Faith Case, the amount of

damages which the jury would have found and which would have been reduced to judgment in the Underlying Action are:

(i) damages for the wrongful death claim arising out of the death of Marsha LeDuc, which the parties agree has a value of \$2,562,941.28;

(ii) damages for Tori Abby's injury claim, which the parties agree has a value of \$79,677.52;

(iii) damages for Miley Abby's injury claim, which the parties agree has a value of \$136,079.64; and

(iv) Plaintiffs' recoverable costs of suit in the Underlying Action (including C.C.P. 1032 costs and C.C.P. 998 costs and interest), which will be determined either by: (1) the Parties' agreement; or by (2) the Superior Court pursuant to the filing of a cost bill and resolution of any challenge by the defense to the costs claimed.

6. The Parties further agree that, although no judgment will be entered in the Underlying Action if this Agreement remains in effect, the amounts set forth in affirmative covenant number 5 above may be presented to the jury in the Bad Faith Case as the amount of a "judgment" entered in the Underlying Action. The jury in the Bad Faith Case will not be informed that no judgment was, in fact, entered in the Underlying Action or that the damages claimed by Plaintiffs were the result of an agreed-upon settlement but may be told that the jury in the underlying case found such damages.

7. The Parties further agree that if Plaintiffs recover the agreed upon damages set forth in affirmative covenant number 3 and 5 above, they will also be entitled to recover interest on those damages at the rate of 10% per annum running from the date that the Underlying Action is dismissed with prejudice.

8. The Parties agree that Plaintiffs' potential recovery in the Bad Faith Case is capped at the aggregate total of the agreed upon damages set forth in affirmative covenant numbers 3 and 5 above and any interest and/or attorneys' fees which are recoverable by law. Plaintiffs understand and agree that they cannot recover any damages from Infinity in the Bad Faith Case above or beyond these agreed upon amounts in affirmative covenant numbers 3 and 5 above plus interest and any attorneys' fees to which counsel may be entitled pursuant to Brandt v. Superior Court (1985) 37 Cal.3d 813 and other cases interpreting Brandt. Infinity disputes that Plaintiffs are entitled to recover attorneys' fees under Brandt notwithstanding the defenses waived by Infinity in affirmative covenant number 2 above and preserves its right to challenge any request for such Brandt fees in the Bad Faith Case.

9. The Parties agree that \$50,000 of the stated Infinity Policy limits will be paid within 10 days of the dismissal of the Underlying Action and will constitute a \$50,000 credit against any further liability for damages that Infinity may incur towards Plaintiffs as a result of the Bad Faith Case. The agreed upon damages set forth in affirmative covenant numbers 3 and 5 above will be reduced by the \$50,000 payment and any other payment Infinity may hereafter make to Plaintiff, except for costs incurred and awarded in connection with the Underlying Action. It is also agreed that if the terms of the Infinity Policy provide for payment of costs incurred above and beyond the stated liability limit of \$50,000, those additional amount shall likewise be paid to Plaintiffs upon dismissal of the Underlying Action.

10. The Parties agree that the terms of this Agreement apply only between Plaintiffs and Infinity, and are agreed to solely to effectuate the objectives of the Parties as expressly stated herein. Infinity reserves

and retains all rights and defenses not specifically waived in this Agreement.

11. The Parties agree that this Agreement is the consideration for the settlement of the Underlying Action and it shall be deemed that the Underlying Action has been settled pursuant to Code Civil Procedure 664.6 on the above referenced terms, unless the purposes of this Agreement as set forth in Section II above are not effectuated and Plaintiffs set aside the dismissal of the Underlying Action as set forth in Section II above.

12. The Parties agree that any payments made to Plaintiffs by any other persons who are not Parties to this Agreement shall not constitute a credit to the agreed upon damages set forth in affirmative covenants 3 and 5 above or to any recovery that Plaintiffs may obtain from Infinity in the Bad Faith Case.

13. Plaintiffs understand that they may suffer other injuries or damages not now known or discovered or consequences or results of known injuries or damages will develop or be discovered. This Agreement is expressly intended to cover and include all such future damage or injuries or further consequences of known or unknown injuries or damage.

14. Except in the event the purposes of this Agreement as set forth in Section II above are not effectuated, the Parties to this Agreement expressly accept and assume the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. The Parties waive all

remaining rights under California Civil Code, Section 1542, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

15. This Agreement shall bind and inure to the benefit of the Parties' successors, shareholders, assigns, heirs, executors, administrators, directors, managers, officers, partners, attorneys, agents, servants, and employees, separately and collectively.

16. In entering into this Agreement, the Parties represent that they have read the contents of this Agreement; that the terms have been explained to them by their attorneys; that those terms are fully understood and voluntarily accepted by them; that they have solely relied upon the legal advice of their respective attorneys, who are attorneys of their own choosing; and hereafter no such party shall deny the validity of this Agreement on the ground that they or it did not have adequate advice of counsel.

17. The Parties conclusively agree that neither the Parties nor their attorneys, employees, agents, vendors or representatives have made any representations other than the representations contained in this document to induce this Agreement. Moreover, the Parties conclusively agree that they did not rely on any representation made by the other **person** or

any other person's or persons' attorneys, employees, agents, vendors or representatives in entering into this Agreement.

18. This Agreement contains the entire agreement between the Parties, and there are no other agreements modifying its terms. All of the terms of this Agreement are contractual and not a mere recital. This Agreement's terms can only be modified by a writing signed by all of the Parties which expressly states that such modification is intended.

19. This Agreement shall not be construed against any Party on the basis of who drafted it. If any provision of this Agreement is found to be unenforceable other than the purposes of this Agreement as set forth in Section II above, the remaining provisions shall, in any event, remain effective and binding.

20. This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

21. This Agreement may be executed in one or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages executed and received via facsimile or e-mail will have the same force as original signatures.

DATED: October____2017.

Stephen R. Cornwell, attorney for
Plaintiffs

DATED: October____2017.

Plaintiff Tori Abby

DATED: October____2017.

Plaintiff Tori Abby as guardian ad
litem for Miley Abby

DATED: October____2017.

Plaintiff Cal LeDuc

DATED: October____2017.

Plaintiff Cal LeDuc, as successor in
interest for the Estate of Marsha
LeDuc

DATED: October____2017

Plaintiff Jay LeDuc

DATED: October ____ 2017.

Plaintiff Lukas LeDuc

DATED: October ____ 2017.

Plaintiff Mandy Jobe

DATED: October ____ 2017.

Representative for Infinity

DATED: October ____, 2017.

Peter Klee, attorney for Infinity

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, October 16, 2017 4:26 PM
To: Joe Cooper
Subject: RE: Is there an agreement?

Peter Klee and I have an agreement. We are dithering over a few provisions but it is done. So we show up tomorrow and the jury is excused.

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, October 16, 2017 12:32 PM
To: Stephen R. Cornwell; PKlee@sheppardmullin.com
Subject: Is there an agreement?

Steve:

Please confirm the line up for tomorrow. Thank you

Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Monday, October 16, 2017 4:02 PM
To: Stephen R. Cornwell
Cc: Sylvia
Subject: RE: Is there an agreement?

Ok- so we will place on the record that there is a dismissal with prejudice; the court would retain jurisdiction to decide the cost bill. No judgment. I will be there at 8:30 and I will release my clients. Thank you,

Joe

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Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Monday, October 16, 2017 4:54 PM
To: Joe Cooper
Subject: RE: Is there an agreement?

Peter is calling you for you to verify that there is no credit from the prior settlements. That is the law.

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Monday, October 16, 2017 4:02 PM
To: Stephen R. Cornwell
Cc: Sylvia
Subject: RE: Is there an agreement?

Ok- so we will place on the record that there is a dismissal with prejudice; the court would retain jurisdiction to decide the cost bill. No judgment. I will be there at 8:30 and I will release my clients. Thank you,

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To: Joe Cooper
Subject: RE: Is there an agreement?

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To: Stephen R. Cornwell; PKlee@sheppardmullin.com
Subject: Is there an agreement?

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7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Peter Klee <PKlee@sheppardmullin.com>
Sent: Monday, October 16, 2017 5:40 PM
To: Stephen R. Cornwell; Joe Cooper
Subject: FW: Leduc v. Guerro

Steve and Joe, as indicated in the email below, an authorized representative of Infinity has agreed to the terms of the settlement.

Peter H. Klee
619.338.6624 | direct
619.515.4122 | direct fax
PKlee@sheppardmullin.com | [Bio](#)

SheppardMullin

Sheppard Mullin Richter & Hampton LLP
501 West Broadway, 19th Floor
San Diego, CA 92101
619.338.6000 | main
www.sheppardmullin.com

From: Paul Garrison [mailto:paul.garrison@ipacc.com]
Sent: Monday, October 16, 2017 5:25 PM
To: Peter Klee <PKlee@sheppardmullin.com>
Cc: Stephanie McGuire <stephanie.mcguire@ipacc.com>; Thomas Proctor <TProctor@sheppardmullin.com>; Charles Danaher <CDanaher@sheppardmullin.com>
Subject: Re: Leduc v. Guerro

Peter,

I am authorized to agree to the terms of the settlement and agree to those terms.

Paul

*Sent from my phone. Please excuse the brevity and any typos.

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

Stephen R. Cornwell

From: Peter Klee <PKlee@sheppardmullin.com>
Sent: Thursday, October 19, 2017 12:10 PM
To: Stephen R. Cornwell
Cc: Joe Cooper; Thomas Proctor
Subject: FW: Leduc v. Guerra et al.
Attachments: DOC.PDF

Steve,

Attached are the signature pages signed by my client and me. Below is confirmation of the Infinity signor's authority. I'm still awaiting the signatures of you and your clients.

Peter H. Klee
619.338.6624 | direct
619.515.4122 | direct fax
PKlee@sheppardmullin.com | [Bio](#)

SheppardMullin

Sheppard Mullin Richter & Hampton LLP
501 West Broadway, 19th Floor
San Diego, CA 92101
619.338.6000 | main
www.sheppardmullin.com

From: Paul Garrison [<mailto:paul.garrison@ipacc.com>]
Sent: Tuesday, October 17, 2017 1:03 PM
To: Peter Klee <PKlee@sheppardmullin.com>
Subject: Leduc v. Guerra et al.

Dear Mr. Klee:

This letter will confirm that I am Assistant Vice President and Assistant General Counsel at Infinity Insurance Company, and that I have full authority to execute the settlement agreement in this matter on behalf of the company.

Paul Garrison

Paul Garrison* AVP, Asst. General Counsel
(205) 803-8748 (direct) | (205) 803-8038 (fax)
2201 4th Ave. North | Birmingham, AL 35203
Corporate Litigation Infinity Insurance Co.

*Licensed in AL, GA and MS

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Tuesday, October 24, 2017 1:00 PM
To: Joe Cooper
Subject: RE: LeDuc adv Guerra payment of \$50,000 insurance proceeds

No. We file costs first and the court rules and then dismissal.

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Tuesday, October 24, 2017 11:49 AM
To: Stephen R. Cornwell <Steve@cornwellsample.com>
Subject: RE: LeDuc adv Guerra payment of \$50,000 insurance proceeds

I do not have a copy of the final agreement. So the 10 days doesn't commence running until the dismissal is filed? Didn't the court order dismissal effective last Tuesday? I am tracking down the record. Joe

From: Stephen R. Cornwell [mailto:Steve@cornwellsample.com]
Sent: Tuesday, October 24, 2017 12:13 PM
To: Joe Cooper
Cc: Yer Xiong
Subject: RE: LeDuc adv Guerra payment of \$50,000 insurance proceeds

\$\$ payable from 10 days after dismissal of the action. We are filing cost bill today or tomorrow. Will include interest under 998, experts related to this case and depo costs, etc. After court makes ruling on that or we agree to the costs, the court will enter an order on costs. Then we dismiss. Then you pay.

Do you have a copy of the final agreement?

From: Joe Cooper [mailto:Joe@coopllp.com]
Sent: Tuesday, October 24, 2017 10:50 AM
To: Stephen R. Cornwell <Steve@cornwellsample.com>
Subject: LeDuc adv Guerra payment of \$50,000 insurance proceeds

Steve:

My clients only have 10 days within which they are to pay the \$50,000. Having received no payment instructions, my clients principal will be overnighting a draft made payable to all plaintiffs and their attorneys. Tori Abby will be referenced as GAL for Miley Abby. Thank you,

Joe

Joseph D. Cooper Sr.
Cooper & Cooper LLP
7519 North Ingram Suite 103
Fresno, Ca. 93711
559-442-1650 O
559-442-1659 F
joe@coopllp.com

Stephen R. Cornwell

From: Stephen R. Cornwell
Sent: Friday, November 03, 2017 9:25 AM
To: Joe Cooper
Subject: costs

I inadvertently attached a copy of the agreement to a declaration in support of my costs attached today. No one is going to read it. We can ask the court to seal it if you want or after the costs are decided we can ask the court to allow me to withdraw the declaration.

What is the citation for the unpublished decision in the 5th that you think is going to devastate my position with Infinity?

Stephen R. Cornwell
Cornwell & Sample, LLP
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)
steve@cornwellsample.com
www.cornwellsample.com

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Friday, November 03, 2017 12:27 PM
To: Stephen R. Cornwell
Subject: RE: costs

Steve:

Thank you for your email. Please remove the documentation or get it sealed. I never said anything was going to devastate anything, ever. You asked me in front of the courthouse one day what I thought Infinities position was. I advised that I did not know as I have never had any discussions with anyone about what Infinity's position was. I told you that I had looked at the code and also saw an unpublished or otherwise unciteable case from the 5th DCA which was interesting and which you stated you were aware of. I also mentioned that I believe Infinity might look at the broker, much like what plaintiffs' did when they took all the agency depositions. I don't know what Infinity's position is, or was at any point.

Joe

From: Stephen R. Cornwell [mailto:Steve@cornwellsample.com]
Sent: Friday, November 03, 2017 9:25 AM
To: Joe Cooper
Subject: costs

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steve@cornwellsample.com
www.cornwellsample.com

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Tuesday, November 14, 2017 5:27 PM
To: Stephen R. Cornwell
Subject: RE: costs

What steps has plaintiff taken to remove the improper submission of a settlement agreement which is not part of the case?

From: Stephen R. Cornwell [mailto:Steve@cornwellsample.com]
Sent: Wednesday, November 08, 2017 11:03 PM
To: Joe Cooper
Subject: Re: costs

Not what some lawyers quote you as saying

Sent from my iPhone

On Nov 3, 2017, at 10:04 AM, Joe Cooper <Joe@coopllp.com> wrote:

Steve:

Thank you for your email. Please remove the documentation or get it sealed. I never said anything was going to devastate anything, ever. You asked me in front of the courthouse one day what I thought Infinities position was. I advised that I did not know as I have never had any discussions with anyone about what Infinity's position was. I told you that I had looked at the code and also saw an unpublished or otherwise unciteable case from the 5th DCA which was interesting and which you stated you were aware of. I also mentioned that I believe Infinity might look at the broker, much like what plaintiffs' did when they took all the agency depositions. I don't know what Infinity's position is, or was at any point.

Joe

From: Stephen R. Cornwell [mailto:Steve@cornwellsample.com]
Sent: Friday, November 03, 2017 9:25 AM
To: Joe Cooper
Subject: costs

I inadvertently attached a copy of the agreement to a declaration in support of my costs attached today. No one is going to read it. We can ask the court to seal it if you want or after the costs are decided we can ask the court to allow me to withdraw the declaration.

What is the citation for the unpublished decision in the 5th that you think is going to devastate my position with Infinity?

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Cornwell & Sample, LLP
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)
steve@cornwellsample.com

Stephen R. Cornwell

From: Joe Cooper <Joe@coopllp.com>
Sent: Wednesday, April 11, 2018 5:40 AM
To: Stephen R. Cornwell
Subject: Re: costs

The 50k is on the way. As for costs, you should contact Infinity. I sent everything off and just received word that their belief is that your clients are not entitled their costs until they prevail in the next action. Joe

Sent from my iPhone

On Apr 10, 2018, at 7:44 PM, Stephen R. Cornwell <Steve@cornwellsample.com> wrote:

Joe

When may we expect the \$50,000 plus costs to arrive?

Steve C

Stephen R. Cornwell
Cornwell & Sample
7045 No. Fruit Ave.
Fresno, CA 93711
(559) 431-3142
(559) 436-1135 (fax)

From: Joe Cooper <Joe@coopllp.com>
Sent: Friday, November 03, 2017 12:27 PM
To: Stephen R. Cornwell <Steve@cornwellsample.com>
Subject: RE: costs

Steve:

Thank you for your email. Please remove the documentation or get it sealed. I never said anything was going to devastate anything, ever. You asked me in front of the courthouse one day what I thought Infinity's position was. I advised that I did not know as I have never had any discussions with anyone about what Infinity's position was. I told you that I had looked at the code and also saw an unpublished or otherwise unciteable case from the 5th DCA which was interesting and which you stated you were aware of. I also mentioned that I believe Infinity might look at the broker, much like what plaintiffs' did when they took all the agency depositions. I don't know what Infinity's position is, or was at any point.

Joe

From: Stephen R. Cornwell [<mailto:Steve@cornwellsample.com>]
Sent: Friday, November 03, 2017 9:25 AM
To: Joe Cooper
Subject: costs

I inadvertently attached a copy of the agreement to a declaration in support of my costs attached today. No one is going to read it. We can ask the court to seal it if you want or after the costs are decided we can ask the court to allow me to withdraw the declaration.

What is the citation for the unpublished decision in the 5th that you think is going to devastate my position with Infinity?

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