

1 MANATT, PHELPS & PHILLIPS, LLP
BARRY W. LEE (Bar No. CA 088685)
2 E-mail: BWLee@manatt.com
CHRISTOPHER L. WANGER (Bar No. CA 164751)
3 E-mail: cwanger@manatt.com
AMY B. BRIGGS (Bar No. CA 194028)
4 E-mail: ABriggs@manatt.com
One Embarcadero Center, 30th Floor
5 San Francisco, CA 94111
Telephone: (415) 291-7400
6 Facsimile: (415) 291-7474

7 Attorneys for Defendants
JONES HELSLEY PC, TIMOTHY JONES, JACK HINDMARSH
8 and JACK HINDMARSH, PLC

9
10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT
12 FRESNO DIVISION

13 CAROLINA CASUALTY INSURANCE
14 COMPANY, an Iowa Corporation,

15 Plaintiff,

16 vs.

17 JONES HELSLEY PC, a California
Professional Corporation, TIMOTHY
18 JONES, ESQ., a California Resident,
JACK HINDMARSH, ESQ., a California
19 Resident, JACK HINDMARSH, PLC, a
California Professional Law Corporation;
20 and DOES 1 - 45, inclusive,

21 Defendants.
22
23

No. 1:10-CV-00916-LJO-SKO

**ORDER ON STIPULATION AND
REQUEST FOR A CONTINUANCE OF
INITIAL SCHEDULING CONFERENCE**

Scheduling Conference set for:
September 23, 2010 @ 9:30 a.m.
Courtroom 8

24 WHEREAS, this is an action in which Plaintiff Carolina Casualty Insurance
25 Company ("Plaintiff") seeks a declaratory judgment that its insureds, Defendants Jones Helsley
26 PC, Timothy Jones, Esq., Jack Hindmarsh, Esq., and Jack Hindmarsh, PLC (collectively,
27 "Defendants") are not entitled to coverage with respect to an underlying action captioned *James*
28 *A. Bratton and Bratton Investments, LLC v. Timothy Jones, Jones & Helsley, Miranda Jones,*

1 *Jack Hindmarsh, Jack Hindmarsh, PLC, et al.*, Superior Court of the State of California for the
2 County of Fresno Case No. 10 CEC G02212, which was originally filed in the Superior Court of
3 the State of California for the County of Mariposa (the “Underlying Action”);

4 WHEREAS, a mediation is scheduled in the Underlying Action for August 27,
5 2010, which could resolve the Underlying Action;

6 WHEREAS, the Initial Scheduling Conference in this action is presently scheduled
7 for August 31, 2010;

8 WHEREAS, the parties seek a continuance in order to avoid incurring the costs
9 associated with an Initial Scheduling Conference prior to the mediation, thereby promoting
10 opportunities for resolution of this action; and

11 WHEREAS, the parties agree in the interim to the requested continuance set forth
12 in a related Stipulation and Request pursuant to Eastern District Local Rules 143 and 144 that the
13 Court grant their request for a continuance of the Initial Scheduling Conference until **September**
14 **23, 2010, at 9:30 a.m.**

15 WHEREAS, the parties also stipulate and request that all deadlines triggered by
16 the Initial Scheduling Conference, including but not limited to the Federal Rules of Civil
17 Procedure, Rule 26 conference and the parties’ Initial Disclosures, be continued and calendared in
18 accordance with the date of the continued Initial Scheduling Conference.

19 ORDER

20
21
22 IT IS SO ORDERED.

23 Dated: August 11, 2010

/s/ Sheila K. Oberto
24 UNITED STATES MAGISTRATE JUDGE