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14 INSURANCE COMPANY

15 **UNITED STATES DISTRICT COURT**
16 **EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION**

17 AVEDIS KRIKORIAN, an individual,

18 Plaintiff,

19 vs.

20 NORTHFIELD INSURANCE
21 COMPANY, and DOES 1-50,
22 Inclusive,

23 Defendants.

CASE NO. 1:13-CV-01563-AWI-SAB

**STIPULATION FOR STAY OF
PROCEEDING; ORDER
THEREON
[Local Rule 143]**

**Complaint Filed: 08/27/13
Trial Date: TBD**

24 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

25 Defendant Northfield Insurance Company (“Northfield”), by and through its
26 attorneys of record, Foran Glennon Palandech Ponzi & Rudloff PC, and Plaintiff
27 Avedis Krikorian (“Plaintiff”), by and through his attorneys of record, Cohen
28 McKeon LLP and the Law Offices of Narine Sulahian, hereby stipulate:

WHEREAS, Northfield issued a commercial insurance policy to Plaintiff,
Policy Number WS096893, for the policy period August 19, 2011 to August 19,
2012 (“Policy”);

1 WHEREAS, pursuant to the “Appraisal” conditions of the Policy, if the
2 parties disagree on the value of the property, the amount of net income and
3 operating expense, or the amount of the loss, the parties may submit the dispute to
4 appraisal, an alternative dispute resolution process, to determine the value of the
5 property, the amount of net income and operating expense, or the amount of the
6 loss;

7 WHEREAS, the parties disagree on the amount of Plaintiff’s loss under the
8 Policy;

9 WHEREAS, Plaintiff filed an action against Northfield in the Superior Court
10 of California, County of Fresno, Case No. 13 CE CG 02680 (“Complaint”), for
11 breach of contract and breach of the implied covenant of good faith and fair dealing;

12 WHEREAS, Northfield timely filed an Answer to the Complaint in the
13 Superior Court of California, County of Fresno, on September 25, 2013;

14 WHEREAS, Northfield timely removed the state court action to this Court on
15 September 26, 2013, under Case No. 1:13-CV-01563-AWI-SAB;

16 WHEREAS, this Court issued an Order Setting Mandatory Scheduling
17 Conference, setting forth the scheduling conference and other deadlines, on
18 September 27, 2013;

19 WHEREAS Northfield requested that any dispute over the value of the loss
20 be subject to the Policy’s Appraisal condition, and Krikorian accepted Northfield’s
21 request;

22 WHEREAS, Plaintiff and Northfield agree to stay this Action until the
23 completion of the appraisal process;

24 WHEREAS, this Court has the inherent power to control its own calendar;
25 and

26 WHEREAS, a stay of proceedings would permit the parties to engage in an
27 alternative dispute resolution process and would serve judicial economy and
28 efficiency;

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NOW THEREFORE, the parties stipulate to stay this Action until the completion of the appraisal process.

DATED: November 14, 2013

**FORAN GLENNON PALANDECH
PONZI & RUDLOFF PC**

By: /s/ G. Edward Rudloff, Jr
G. Edward Rudloff, Jr.
Marjie D. Barrows
Kathleen M. DeLaney
Sherolyn Lee

Attorneys for Defendant NORTHFIELD
INSURANCE COMPANY

DATED: November 14, 2013

COHEN McKEON LLP

By: /s/ Heather M. McKeon
Michael L. Cohen
Heather M. McKeon
Brian L. Poulter

Attorneys for Plaintiff AVEDIS
KRIKORIAN

DATED: November 14, 2013

LAW OFFICES OF NARINE SULAHIAN

By: /s/ Narine Sulahian
Narine Sulahian

Attorneys for Plaintiff AVEDIS
KRIKORIAN

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ORDER

Pursuant to the stipulation between the parties, and based on the Court's inherent power to control its own calendar, and good cause appearing thereof,

IT IS HEREBY ORDERED that Plaintiff's Action for breach of contract and breach of the implied covenant of good faith and fair dealing against Northfield is hereby STAYED.

IT IS FURTHER ORDERED that the stay will remain in effect until the parties notify the Court that the appraisal process has been completed.

PURSUANT TO THE STIPULATION,

IT IS SO ORDERED.

Dated: November 15, 2013



SENIOR DISTRICT JUDGE