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17 Attorneys for Plaintiff
18 MISSION LINEN SUPPLY

19 UNITED STATES DISTRICT COURT
20 EASTERN DISTRICT OF CALIFORNIA - FRESNO DIVISION

21 MISSION LINEN SUPPLY, a California
22 Corporation,
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24 Plaintiff,
25
26 v.
27 CITY OF VISALIA, and Does 1-20, inclusive,
28
29 Defendant.

Case No.: 1:15-cv-00672-AWI-EPG

**JOINT STATUS REPORT AND
STIPULATION REGARDING
MOTIONS IN LIMINE PURSUANT TO
DOCUMENT 91; ORDER**

Hearing Date: September 25, 2017
Hearing Time: 1:30 p.m.

Honorable Judge Anthony W. Ishii

Pursuant to Document 91, plaintiff Mission Linen Supply (“Mission Linen”) and defendant City of Visalia (“City”) provide the following joint status report regarding their respective pending motions in limine set to be heard on September 25, 2017.

1. **Mission Linen MIL #1:** The parties have reached an agreement and hereby stipulate that the City shall limit Dr. Sweetland’s direct examination to her expert report, rebuttal expert report and deposition testimony and will not go into areas outside that scope,

1 except should the door be opened during cross-examination by Mission Linen’s counsel.
2 Based on this stipulation, the motion is hereby withdrawn and the Court need to make a
3 ruling.

- 4 2. **Mission Linen MIL #2:** The parties have not been able to reach an agreement as to this
5 motion.
- 6 3. **Mission Linen MIL #3:** The parties have not been able to reach an agreement as to this
7 motion.
- 8 4. **Mission Linen MIL #4:** Previously withdrawn.
- 9 5. **Mission Linen MIL #5:** The parties have reached an agreement and hereby stipulate that
10 the City will not use deposition testimony during trial, except for purposes of
11 impeachment, or unless a witness is later found to be “unavailable” within the meaning of
12 the Federal Rules of Evidence. Based on this stipulation, the motion is hereby
13 withdrawn and the Court need to make a ruling.
- 14 6. **Mission Linen MIL #6:** The parties have not been able to reach an agreement as to this
15 motion.
- 16 7. **Mission Linen MIL #7:** The parties have reached an agreement and the City does not
17 oppose this motion. The parties hereby stipulate to the relief sought in Mission Linen’s
18 motion, striking the stated immunity defenses from the operative pretrial order (expressly
19 excluding the City’s operative design immunity defenses). Based on this stipulation, the
20 motion is hereby withdrawn and the Court need to make a ruling.
- 21 8. **Mission Linen MIL #8:** The parties have reached an agreement and the City does not
22 oppose this motion. The parties hereby stipulate to the relief sought in Mission Linen’s
23 motion, striking the stated innocent landowner/contiguous owner defenses from the
24 operative pretrial order. Based on this stipulation, the motion is hereby withdrawn and the
25 Court need to make a ruling.
- 26 9. **City MIL # 1:** The parties have not been able to reach an agreement as to this motion.
- 27 10. **City MIL # 2:** The parties have not been able to reach an agreement as to this motion.
- 28 11. **City MIL # 3:** The parties have not been able to reach an agreement as to this motion.
12. **City MIL # 4:** The parties have not been able to reach an agreement as to this motion.

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IT IS SO ORDERED.

Dated: September 20, 2017



SENIOR DISTRICT JUDGE