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2       1960 East Grand Avenue, Suite S80 El Segundo, California 90245 Telephone: 310.524.0400 Facsimile: 310.524.0404         4       swaisman@mwwllp.com         5       Attorneys for Hartford Accident and Indemnity Company, served pursuant to Cal. Probate Code § 550, as Alleged Insurer of Defendant         7       THE ESTATE OF RONALD G. ARMSTRONG, DECEASED         8       UNITED STATES DISTRICT COURT         9       EASTERN DISTRICT OF CALIFORNIA         10       11         11       BEL AIR MART, et al.,         12       Plaintiffs,         13       v.         14       ARNOLD CLEANERS, INC., et al.,         15       Defendants.         16       AND RELATED COUNTERCLAIMS.         17       PLEASE TAKE NOTICE that the parties hereto ("Parties"), throug counsel, stipulate (subject to this Court's approval) to a further extension of Defendant The Estate of Ronald G. Armstrong, Deceased ("Armstrong Est Plaintiffs' First Amended Complaint ("Complaint") and to the First Amende Nagler Counterclaimants ("Nagler Counterclaim"). Hartford Accident and C'("Hartford") was served pursuant to California Probate Code section 550 a Armstrong Estate. By the Parties' respective stipulations and this Court's Order (regarding the response to the Complaint), the applicable due date for	McCLOSKEY, WARING & WAISMAN LLP 1960 East Grand Avenue, Suite 580 El Segundo, California 90245 Telephone: 310.524.0400			
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27 Order (regarding the response to the Complaint), the applicable due date for	("Hartford") was served pursuant to California Probate Code section 550 as alleged insurer of the			
	Armstrong Estate. By the Parties' respective stipulations and this Court's February 25, 2011			
the Complaint and the Nagler Counterclaim is currently March 25, 2011.	Order (regarding the response to the Complaint), the applicable due date for the responses to both			
	the Complaint and the Nagler Counterclaim is currently March 25, 2011. For the reasons set			
STIPULATION FOR EXTENSION 1 OF DUE DATE				

- forth below, the Parties respectfully requests that this Court approve an extension for an
   additional forty-five (45) days until and including May 9, 2011.
- 3

Good grounds exist for the requested extension as follows:

1. On or about December 30, 2010, plaintiffs filed a Motion for Enlargement of Time
to Serve, moving for an order enlarging time for service of the Complaint by 180 days after the
expiration of the 120-day time for service, pursuant to FRCP, Rule 4(m), to allow plaintiffs
reasonable time to exhaust all avenues for locating appropriate agents for service given the
"historical nature of many of the defendants' ownership and/or operation of the dry cleaning
business and real property at issue in this case" (quoting from plaintiffs' Notice of Motion). This
Court granted that motion on January 25, 2011.

11 2. Both the Complaint and the Nagler Counterclaim were served on Hartford under 12 California Probate Code section 550, pursuant to which "an action to establish decedent's liability 13 for which the decedent was protected by insurance may be commenced or continued against the 14 decedent's estate without the need to join as a party the decedent's personal representative or 15 successor in interest." Such an action shall name the decedent's estate as the defendant but the 16 summons shall be served on the decedent's insurer. Cal. Prob. Code § 552. "Further proceedings 17 shall be in the name of the estate, but shall otherwise be conducted in the same manner as if the 18 action were against the personal representative." Id. "The insurer may deny or otherwise contest 19 its liability in an action under this chapter or by an independent action." Cal. Prob. Code § 553.

3. Hartford believes the initial premise of this type of lawsuit is the question of
whether the decedent was indeed insured under a potentially applicable insurance policy issued
by the insurance company that is served pursuant to Probate Code section 550.

23 4. Hartford represents that it has conducted a search of its records for copies of any 24 insurance policy issued to Ronald G. Armstrong (and, hence, the defendant Armstrong Estate), 25 but has found no such evidence to date. Plaintiffs' counsel represents that their search for 26 additional information is ongoing. Hartford continues to communicate with plaintiffs' counsel to 27 obtain additional information to assist Hartford in its search or otherwise confirm that Hartford 28 indeed provided liability coverage to Ronald G. Armstrong. STIPULATION FOR FURTHER EXTENSION 2 OF DUE DATE

5. The Parties request the additional time in order to allow both Hartford and
 plaintiffs time to further research various avenues for insurance information and, based on the
 outcome of such research, determine how to proceed.

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6. Hartford represents that it has proceeded with due diligence to promptly search its
records and also contact plaintiffs' counsel to address the preliminary issue of whether Hartford is
indeed an insurer of Ronald G. Armstrong as contemplated and required under Probate Code
section 550, with the hope of reaching a mutual understanding with plaintiffs' counsel on this
issue. Resolution of this issue has taken more time than initially anticipated. The Parties agree
that the extension stipulated to and requested herein is warranted.

10 7. Hartford states the filing of this stipulation is not intended to be a waiver by 11 Hartford of any insurance coverage defenses it may have in connection with this matter, and no 12 estoppel is to result therefrom. Hartford further states that nothing in this stipulation is an 13 admission by Hartford that Hartford has any obligation, including without limitation any defense 14 and/or indemnity obligation, to Ronald G. Armstrong, the Armstrong Estate or any other person 15 or entity involved in this matter. Plaintiffs and the Nagler counterclaimants acknowledge that 16 Hartford reserves all of its rights and defenses in connection with this matter, including but not 17 limited to the right to contest the issuance of insurance to Ronald G. Armstrong and whether any 18 defense and/or indemnity obligation is owed to the Armstrong Estate. Plaintiffs and the Nagler 19 counterclaimants reserve all their rights including, without limitation, their right to dispute 20 Hartford's position regarding the issuance of insurance and whether any defense and/or indemnity 21 obligation is owed by Hartford in connection with this matter.

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STIPULATION FOR FURTHER EXTENSION OF DUE DATE

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1	Good cause appearing, by way of stipulation, the Parties respectfully request the		
2	applicable due date for response to the Cor	nplaint be extended to May 9, 2011.	
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4	IT IS SO STIPULATED.		
5			
6	Dated: March 24, 2011	DOWNEY BRAND LLP	
7 8		/s/ Robert P. Soran [as authorized on 3/23/2011]	
0 9		Robert P. Soran Attorneys for Plaintiffs	
10			
11	Dated: March 24, 2011	WAGNER KIRKMAN BLAINE KLOMPARENS	
12		& YOUMANS LLP	
13		/s/ Carl P. Blaine [as authorized on 3/23/2011]	
14		Carl P. Blaine Attorneys for Nagler Counterclaimants	
15			
16	Dated: March 24, 2011	McCLOSKEY, WARING & WAISMAN LLP	
17 18			
18 19		/s/ Sonia S. Waisman [as authorized on 3/23/2011] Sonia S. Waisman Attorneys for Hartford Accident and Indemnity	
20		Company, served under Cal. Prob. Code § 550 as alleged insurer of Defendant ESTATE OF	
21		RONALD G. ARMSTRONG	
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	STIPULATION FOR FURTHER EXTENSION OF DUE DATE	4	

1	ORDER
2	The Court, having considered the Stipulation for Further Extension of Time to Respond to
3	Plaintiffs' First Amended Complaint and to the First Amended Counterclaim of Nagler
4	Counterclaimants, entered into by the Plaintiffs, by the Nagler Counterclaimants and by Hartford
5	Accident and Indemnity Company, which was served pursuant to California Probate Code section
6	550 as alleged insurer of Defendant The Estate of Ronald G. Armstrong, Deceased, hereby
7	orders:
8	The applicable due date for response to Plaintiffs' First Amended Complaint and to the
9	First Amended Counterclaim of Nagler Counterclaimants is hereby extended to and including
10	May 9, 2011.
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12	IT IS SO ORDERED.
13	Dated: April 6, 2011
14	Iner ASSI
15	MORRISON C. ENGLAND, JR
16	UNITED STATES DISTRICT JUDGE
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	STIPULATION FOR FURTHER EXTENSION OF DUE DATE 5