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Attorneys for Plaintiff LOUIS MOCETTINI

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

## LOUIS MOCETTINI,

Plaintiff,

V.

KENWORTH TRUCK COMPANY, A  
DIVISION OF PACCAR, INC., and DOES 1  
through 25, inclusive,

## Defendants.

Case No.: 2:13-cv-01300-WBS-DAD

**STIPULATION AND [PROPOSED]  
ORDER REGARDING MEDICAL  
EXPENSES AND WAGE  
REPLACEMENT BENEFITS**

Trial Date: February 3, 2015  
Time: 9:00 a.m.  
Judge: Hon. William B. Shubb  
Dept.: Courtroom 5, 14<sup>th</sup> Floor

THE PARTIES, by and through their counsel of record hereby stipulate that the chart attached hereto as **Exhibit 1** reflects amounts paid for medical services provided to Louis Mocettini on the dates indicated and from the medical providers indicated such that the parties agree that there is no need for a witness to lay foundation for the medical expenses set forth in the chart, and **Exhibit 1** may be admitted into evidence as proof of the amounts paid for past medical services. However, the parties continue to dispute whether the listed medical services were reasonable or necessary to treat the injuries which Louis Mocettini has put at issue in this action.

1           Further, Reliable Trucking has filed a lien in this case for recovery of wage continuation  
2           benefits it paid to Louis Mocettini in the sum of \$66,176.00. Additionally, the Third Party  
3           Administrator of Reliable Trucking's workers' compensation program, Athens Administrators, has  
4           notified the parties to this action that it has paid Louis Mocettini temporary disability benefits and  
5           permanent disability benefits in the sum of \$24,889.20. The parties hereby stipulate for the purpose of  
6           post-verdict motions only, that these sums accurately represent amounts which Reliable Trucking and  
7           Athens Administrators paid to date to Louis Mocettini.  
8

9           **IT IS SO STIPULATED.**

10          Dated: January 28, 2015

ARNOLD LAW FIRM

12          By: /s/ Anthony M. Ontiveros

13           Anthony M. Ontiveros  
13           Attorneys for Plaintiff, Louis Mocettini

15          Dated: January 28, 2015

BUCHMAN PROVINE BROTHERS SMITH, LLP

18          By: /s/ Horace W. Green

19           Horace W. Green  
19           Attorneys for Defendant Kenworth Truck  
20           Company, an unincorporated division of  
20           PACCAR, Inc.

21          Dated: January 28, 2015

LAW OFFICES OF CLARK W. PATTEN

24          By: /s/ Clark W. Patten

25           Clark W. Patten  
25           Attorney for Arch Insurance Company & Reliable  
26           Trucking, Inc.

## **ORDER**

Pursuant to the joint stipulation of the parties it is hereby ordered that Exhibit 1 as attached hereto shall be admitted as proof of the amounts paid for past medical services provided to Louis Mocettini.

It is further ordered pursuant to the joint stipulation of the parties, and for the purpose of post-verdict motions only, that this stipulation establishes that Reliable Trucking paid wage continuation benefits to Louis Mocettini in the sum of \$66,176.00 and that Athens Administrators has paid Louis Mocettini temporary disability benefits and permanent disability benefits in the sum of \$24,889.20.

IT IS SO ORDERED.

Dated: January 29, 2015

William H. Foster

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WILLIAM B. SHUBB  
UNITED STATES DISTRICT JUDGE