

1 Clayeo C. Arnold, SBN 65070  
Anthony M. Ontiveros, SBN 152758  
2 Kiersta D. Perlee, SBN 187675  
**CLAYEO C. ARNOLD**  
3 **A Professional Law Corporation**  
865 Howe Avenue  
4 Sacramento, CA 95825  
Tel: (916) 924-3100  
5 Fax: (916) 924-1829  
6 Email:aontiveros@justice4you.com  
Email:kperlee@justice4you.com  
7

8 Attorneys for Plaintiff LOUIS MOCETTINI  
9

10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA  
12

13 LOUIS MOCETTINI,

14 Plaintiff,

15 v.

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

18 Defendants.  
19

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

20 THE PARTIES, by and through their counsel of record hereby stipulate that the chart attached  
21 hereto as **Exhibit 1** reflects amounts paid for medical services provided to Louis Mocettini on the  
22 dates indicated and from the medical providers indicated such that the parties agree that there is no  
23 need for a witness to lay foundation for the medical expenses set forth in the chart, and **Exhibit 1** may  
24 be admitted into evidence as proof of the amounts paid for past medical services. However, the  
25 parties continue to dispute whether the listed medical services were reasonable or necessary to treat  
26 the injuries which Louis Mocettini has put at issue in this action.  
27

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

11  
12 By: /s/ Anthony M. Ontiveros  
13 Anthony M. Ontiveros  
14 Attorneys for Plaintiff, Louis Mocettini

15 Dated: January 28, 2015

BUCHMAN PROVINE BROTHERS SMITH, LLP

16  
17  
18 By: /s/ Horace W. Green  
19 Horace W. Green  
20 Attorneys for Defendant Kenworth Truck  
21 Company, an unincorporated division of  
22 PACCAR, Inc.

23 Dated: January 28, 2015

LAW OFFICES OF CLARK W. PATTEN

24 By: /s/ Clark W. Patten  
25 Clark W. Patten  
26 Attorney for Arch Insurance Company & Reliable  
27 Trucking, Inc.  
28

**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 B. SHUBB**  
**UNITED STATES DISTRICT JUDGE**