1 CHARLES S. PAINTER (SBN 89045) cpainter@ericksenarbuthnot.com 2 REBECCA L. MENENDEZ (SBN 262487) rmenendez@ericksenarbuthnot.com 3 **ERICKSEN ARBUTHNOT** 100 Howe Avenue, Suite 110 South 4 Sacramento, CA 95825-8201 (916) 483-5181 Telephone 5 (916) 483-7558 Facsimile 6 Attorneys for Defendant, PAPÉ TRUCKS, INC. 8 UNITED STATES DISTRICT COURT 9 EASTERN DISTRICT OF CALIFORNIA 10 11 ROGER DRIVER, Case No.: 2:17-CV-01968- KJN 12 Plaintiff, **DEFENDANT PAPÉ TRUCKS, INC.'S** STIPULATION & ORDER FOR LEAVE 13 VS. TO FILE THIRD PARTY COMPLAINT 14 PAPÉ KENWORTH: THE PAPÉ GROUP, INC.; PAPÉ TRUCKS, INC.; PAPÉ 15 TRUCK LEASING, INC.; PAPÉ PROPERTIES, INC.; PAPÉ MATERIAL 16 HANDLING, INC.; PAPÉ MACHINERY HANDLING, INC.; ENGINEERED 17 PRODUCTS, A PAPÉ COMPANY; PAPÉ D.W., INC.; and DOES 1-100 18 Defendants. 19 2.0 21 WHEREAS Federal Rule of Civil Procedure, Rule 14 allows a defendant to add 22 a Third-Party Defendant anytime by leave of court or by written consent of the adverse party, 23 such leave shall be freely given where justice so requires. 24 2. WHEREAS Plaintiff, ROGER DRIVER filed a Complaint against Defendant PAPÉ, a copy of which is attached hereto as Exhibit "A." PAPÉ answered the complaint on 25 26 December 18, 2017. Thereafter, it was determined that a third party action existed against Jomar Investments, Inc. dba New Life Transport Parts Center (hereinafter known as "New Life"). That 27 28

1	is the company whose load Plaintiff was unloading when he was injured. It will be alleged that
2	they negligently loaded the truck, making unloading unsafe to Plaintiff and others.
3	3. WHEREAS accordingly, in order to bring all parties necessary for a full
4	adjudication, it is necessary for PAPÉ to formally assert its Third-Party Complaint for indemnity
5	and contribution against NEW LIFE for those damages alleged by Plaintiff, ROGER DRIVER.
6	4. WHEREAS as mentioned, NEW LIFE loaded the trailer that caused injury to
7	Plaintiff.
8	5. WHEREAS PAPÉ has denied liability to the Plaintiff, but asserts that if held
9	liable to Plaintiff, PAPÉ is entitled to indemnification and/or contribution for NEW LIFE'S
10	negligence contributing to the loss alleged in the original Complaint.
11	6. WHEREAS Third-Party Plaintiff is entitled to indemnity and/or contribution
12	from Third-Party Defendants for Third-Party Defendants' acts including:
13	As to NEW LIFE:
14	a. negligence in training its employees in the proper and safe loading of a
15	trailer;
16	b. negligent supervision and oversight of its employees when loading a
17	trailer; and
18	c. negligent loading of the subject trailer.
19	WHEREFORE, Defendant and Plaintiff request the Court enter an ORDER allowing
20	PAPÉ to Add Third-Party Defendant and permit the filing of the Third-Party Complaint as
21	attached as Exhibit B.
22	IT IS SO STIPULATED:
23	DATED: June 5, 2019
24	ERICKSEN ARBUTHNOT
25	/S/ Rebecca L. Menendez By
26	CHARLES S. PAINTER REBECCA L. MENENDEZ
27	Attorneys for Defendant, PAPÉ TRUCKS, INC.

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-	DATED: June 4, 2019
1	CUTTER LAW P.C.
2	/S/ Celine E. Cutter
3	By C. BROOKS CUTTER
4	CELINE E. CUTTER Attorneys for Plaintiff, ROGER DRIVER.
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8	<u>ORDER</u>
9	Based on the stipulation of the parties, and on good cause appearing, the Court enters th
10	foregoing ORDER permitting PAPÉ to Add Third-Party Defendant and permit the filing of th
11	Third-Party Complaint.
12	IT IS SO ORDERED.
13	Dated: June 11, 2019
14	Kendel P. Newman
15	KENDALL J. NEWMAN
16	UNITED STATES MAGISTRATE JUDGE
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