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Attorneys for Plaintiffs
 5 FRANK L. DILEONARDO, JR. as trustee of the Frank
 L. DiLeonardo, Jr. Trust, and TIMOTHY TATUM, an
 6 individual

7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

11 FRANK L. DILEONARDO, JR. as trustee
 of the Frank L. DiLeonardo, Jr. Trust, and
 12 TIMOTHY TATUM, an individual,

13 Plaintiff,

14 vs.

15 JOSEPH FLETCHER, an individual,

16 Defendant.

CASE No. 08 80144 MISC - MHP

**STIPULATION TO CONTINUE JANUARY
 6, 2009 HEARING RE DEFENDANT
 JOSEPH FLETCHER'S APPEARANCE
 AND EXAMINATION AND ORDER
 THEREON**

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 18 This Stipulation is made by and among Plaintiffs FRANK L. DILEONARDO, JR.
 19 as trustee of the Frank L. DiLeonardo, Jr. Trust, and TIMOTHY TATUM (collectively
 20 "Plaintiffs"), through their undersigned counsel, and Defendant Joseph Fletcher ("Defendant"), in
 21 propria persona, with respect to the following facts:

22 1. On November 3, 2008, the Plaintiffs and Defendant entered into a
 23 *Stipulation For Conditional Forbearance Of Execution Of Judgment And To Continue Hearing*
 24 *Re Defendant Joseph Fletcher's Appearance* (the "Stipulation"), pursuant to which the Court
 25 issued an order continuing Defendant's debtor's examination to January 6, 2009, at 3:00 p.m., in
 26 Courtroom E of the United States District Court for the Northern District of California, and
 27 ordering Defendant to produce documents requested in the *Subpoena in a Civil Case* served upon

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1 him on October 13, 2008, five (5) days before the continued examination date.

2 2. Pursuant to the Stipulation Defendant also agreed to make payments, via
3 wire transfer to the trust account of Plaintiffs' counsel herein, to satisfy the judgment referenced
4 above, including interest, court costs and attorneys' fees incurred in collecting the judgment
5 pursuant to the following schedule: \$6,000 on November 3, 2008; \$10,000 by December 5, 2008;
6 \$15,000 by January 5, 2009; \$20,000 by February 5, 2009; \$25,000 by March 5, 2009; \$30,000
7 by April 5, 2009; \$40,000 by May 5, 2009; \$50,000 by June 5, 2009 and the remaining balance
8 on the judgment, including interest, court costs and attorneys' fees incurred in collecting the
9 judgment, by July 5, 2009.

10 3. Defendant failed to make his payment on December 5, 2008 pursuant to the
11 above schedule, representing he did not have sufficient funds to make the payment. Additionally,
12 Defendant represents that he does not have sufficient funds to pay for his trip to the January 6,
13 2009 debtor's exam, scheduled and ordered by the Court pursuant to the Stipulation.

14 4. However, Defendant has represented that he expects to have sufficient
15 funds starting on January 9, 2009, to continue making payments on the judgment in this matter
16 and has proposed to resume payments as follows: \$10,000 by January 9, 2009; \$5,000 by
17 February 5, 2009; \$10,000 by March 5, 2009; \$20,000 by April 5, 2009; \$25,000 by May 5,
18 2009; \$30,000 by June 5, 2009; \$40,000 by July 5, 2009; \$50,000 by August 5, 2009; and the
19 remaining balance on the judgment in this matter, including interest, court costs and attorneys'
20 fees incurred in collecting the judgment, by September 5, 2009.

21 NOW THEREFORE, the parties, through their respective attorneys, and for
22 themselves, stipulate as follows:

23 1. Defendant agrees to make payments, via wire transfer to the trust account
24 of Plaintiffs' counsel herein, to satisfy the judgment in this matter, including interest, court costs
25 and attorneys' fees incurred in collecting the judgment pursuant to the following revised
26 schedule: \$10,000 by January 9, 2009; \$5,000 by February 5, 2009; \$10,000 by March 5, 2009;

1 \$20,000 by April 5, 2009; \$25,000 by May 5, 2009; \$30,000 by June 5, 2009; \$40,000 by July 5,
 2 2009; \$50,000 by August 5, 2009; and the remaining balance on the judgment in this matter,
 3 including interest, court costs and attorneys' fees incurred in collecting the judgment, by
 4 September 5, 2009;

5 2. This stipulation has no effect upon the validity of the judgment in this
 6 matter, or any liens or levies served to date in executing on the judgment, including the accrual of
 7 interest or attorneys' fees incurred in collecting the judgment;

8 3. If Defendant fails to make any timely payment under the above schedule,
 9 Plaintiffs shall immediately (without court order) be entitled to resume collection efforts; and

10 4. Plaintiffs and Defendant agree to continue Defendant's debtor examination
 11 currently set for January 6, 2009, at 3:00 p.m., in Courtroom E, and his compliance with the
 12 *Subpoena in a Civil Case* to March 10, 2009, or a date thereafter that is convenient for the Court,
 13 and Defendant agrees to personally appear at such continued examination date and to produce
 14 documents requested in the *Subpoena in a Civil Case* served upon him on October 13, 2008, five
 15 (5) days before the continued examination date.

16 **SO STIPULATED.**

17 Dated: January 6, 2009

LONG & LEVIT LLP

18
 19 By 

JUAN C. ARANEDA
 Attorneys for Plaintiffs
 FRANK L. DILEONARDO, JR. as
 trustee of the Frank L. DiLeonardo, Jr.
 Trust, and TIMOTHY TATUM, an
 individual

23 Dated: January 6, 2009

JOSEPH FLETCHER

24
 25 By 

JOSEPH FLETCHER
 In Propria Persona

1 **ORDER**

2 PURSUANT TO THE PARTIES STIPULATION, it is hereby ordered as follows:

3 (1) The hearing for the examination of debtor Defendant Joseph Fletcher currently
4 scheduled for January 6, 2009, at 3:00 p.m., in Courtroom E is continued to Tuesday, March 3,
5 2009 10:00 a.m.

6 (2) Defendant Joseph Fletcher shall personally appear at the continued examination
7 date and shall produce documents requested in the *Subpoena in a Civil Case* served upon him on
8 October 13, 2008, five (5) days before the continued examination date.

9 (3) If Defendant fails to make any timely payment under the above revised schedule,
10 Plaintiffs shall immediately (without court order) be entitled to resume collection efforts.

11 (4) The parties' stipulation shall have no effect upon the validity of the Judgment, or
12 any liens or levies served to date in executing on the Judgment, including the accrual of interest
13 or attorneys' fees incurred in collecting the Judgment.

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15 **IT IS SO ORDERED.**

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17 Dated: January 9, 2009

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PROOF OF SERVICE

I am employed in the City and County of San Francisco, California. I am over the age of 18 years and not a party to the within action. My business address is Long & Levit LLP, 465 California Street, 5th Floor, San Francisco, CA 94104.

On January 6, 2009, I served the documents named below on the following attorney(s) of record and/or interested parties in the case of **FRANK L. DILEONARDO, JR. V. JOSEPH FLETCHER** United States District Court Northern District of California, Case No. 08 80144 MISC.

**STIPULATION TO CONTINUE JANUARY 6, 2009 HEARING RE
DEFENDANT JOSEPH FLETCHER'S APPEARANCE AND
EXAMINATION AND ORDER THEREON**

SERVED UPON:

JOSEPH E. FLETCHER 607 Charles Avenue, Suite C Seaside, CA 93855	<i>Defendant</i>
JOSEPH E. FLETCHER 12 White Oak Way Carmel Valley, CA 93924	
Fax: 831-324-0768	

(BY MAIL) I am readily familiar with Long & Levit LLP's practice for collection and processing of documents for mailing with the United States Postal Service. I caused such document(s) to be placed in a sealed envelope, addressed to the person(s) on whom it is to be delivered pursuant to the attached service list, with postage thereon fully prepaid, to be deposited with the United States mail at San Francisco, California, that same day in the ordinary course of business.

(BY FACSIMILE) I caused the document(s) described herein to be transmitted from facsimile number (415) 397-6392 to the facsimile number(s) for each party indicated above.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on January 6, 2009, at San Francisco, California.


Cindy C. Ratcliff

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