

United States District Court
Northern District of California

ROY T. CAVELLINI, MARLENE
MOREHEAD, and KANDY RINARD
WILSON,

Plaintiffs,

v.

MICHAEL F. HARRIS, HARRIS REALTY
CO., INC., and HARRIS REALTY
PENSION/PROFIT SHARING PLAN,

Defendants.

Case No.: CV 93-00057-SBA (KAW)

ORDER GRANTING STIPULATION FOR
DISBURSEMENT OF FUNDS AND
VACATING JANUARY 17, 2013 HEARING
DATE

On January 9, 2013, the parties filed a stipulation for the disbursement of funds and closing of limited enforcement action. (Stip., Dkt. No. 303, attached hereto as Exhibit A.) Plaintiffs had levied upon certain funds claimed by Michael F. Harris and third party claimant Patricia Ann Larson amounting to \$20,529.72 in accounts held at J.P. Morgan Chase Bank. (Stip., ¶ 1.)

The parties agreed that from the funds levied, that the U.S. Marshal and/or J.P. Morgan Chase Bank shall pay over to Plaintiffs the sum of \$10,264.86, payable by check to Geoffrey V. White, from two accounts. (Stip., ¶4.) \$1,836.88 will come from account ending in 3839, and the remaining \$8,427.99 will come from account ending in 3550. (*Id.*) The Court acknowledges that this amount is to be applied to the outstanding judgment owed by Defendant Harris, and does not constitute a settlement regarding full satisfaction of all monies owed. (*See Id.*, ¶¶ 7-8.)

Consistent with the stipulation of the parties, the U.S. Marshal for the Northern District of California and/or J.P Morgan Chase Bank is ORDERED to disburse \$10,264.86 to Geoffrey V. White. The U.S. Marshal shall return all other remaining funds held to the financial institution

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from which they were garnished, and J.P. Morgan Chase Bank may release all other funds back to Harris and Larson.

Accordingly, the January 17, 2013 hearing on Judgment Debtor's Claim of Exemption from Levy on Writ of Execution is VACATED.

IT IS SO ORDERED.

Dated: January 10, 2013

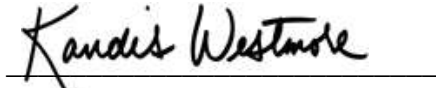

KANDIS A. WESTMORE
United States Magistrate Judge

Exhibit A

1 GEOFFREY V. WHITE (SBN 068012)
LAW OFFICE OF GEOFFREY V. WHITE
2 351 California Street, Suite 1500
San Francisco, CA 94104
3 Telephone: (415) 362-5658
Fax: (415) 362-4115
4 Email: gvwhite@sprynet.com

5 DAVID J. COOK, ESQ. (SBN 060859)
COOK COLLECTION ATTORNEYS
6 A PROFESSIONAL LAW CORPORATION
165 Fell Street, San Francisco, CA 94102-5106
7 Mailing Address: P.O. Box 270
San Francisco, CA 94104-0270
8 Telephone: (415) 989-4730
Facsimile: (415) 989-0491
9 Email: Cook@SqueezeBloodFromTurnip.com
File No. 55,558

10 Attorneys for Plaintiffs
11 ROY T. CAVELLINI, MARLENE MOREHEAD,
and KANDY RINARD WILSON

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 OAKLAND DIVISION

16 ROY T. CAVELLINI, MARLENE
MOREHEAD, and KANDY RINARD
17 WILSON,

18 Plaintiff,

19 vs.

20 MICHAEL F. HARRIS, HARRIS
REALTY CO., INC., and HARRIS
21 REALTY PENSION/PROFIT SHARING
PLAN,

22 Defendants.
23

CASE NO. C-93-0057 SBA

STIPULATION FOR DISBURSEMENT OF
FUNDS AND CLOSING OF LIMITED
ENFORCEMENT ACTION

24 IT IS HEREBY STIPULATED by and between Plaintiffs and Judgment Creditors ROY T.
25 CAVELLINI, MARLENE MOREHEAD, and KANDY RINARD WILSON, on the one hand, and
26 Defendant MICHAEL F. HARRIS and Third Party Claimant PATRICIA ANN LARSON, on the
27 other hand ("HARRIS/ LARSON"), as follows:
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1 1. Plaintiffs have levied upon certain funds claimed by HARRIS/LARSON amounting to
2 the sum of \$20,529.72 from various bank accounts owned or controlled by HARRIS/LARSON
3 (“Bank Accounts”) in J.P. Morgan Chase Bank. HARRIS/LARSON waives any right to vacate the
4 levy or challenge the validity of the levy upon the Bank Accounts.

5 2. HARRIS/LARSON claim ownership of the Bank Accounts and that some of the funds
6 are immune from any enforcement which Plaintiffs dispute.

7 3. Plaintiffs dispute the claims of HARRIS/LARSON and assert that all funds are subject
8 to enforcement which are the subject of the levy.

9 4. Without admitting guilt, liability, or conceding any matter of law or fact, and solely for
10 the purpose of avoiding litigation over these sums of money, the parties agree that from the funds
11 levied, that the U.S. Marshal and/or J.P. Morgan Chase Bank shall pay over to Plaintiffs the sum
12 of \$10,264.86, payable by way of a check to the order of GEOFFREY V. WHITE, as follows:

13 A. From the account ending in 3839--\$1,836.88.

14 B. From the account ending in 3550--\$8,427.99.

15 HARRIS/LARSON hereby directs, orders and commands that J.P. MORGAN CHASE BANK, to
16 the extent that J.P. MORGAN CHASE BANK still has possession, custody or control of the funds,
17 remit and disburse the funds in accordance with the terms of the conditions of this Stipulation and
18 order issued thereof and that the funds due GEOFFREY WHITE be remitted to his Law Office
19 address indicated above.

20 5. HARRIS/LARSON stipulates that the issuance of the order based on this stipulation
21 shall have the full force and effect as a turnover order directed to J.P.MORGAN CHASE BANK
22 under California Code of Civil Procedure Section 699.040(a) seq. HARRIS/LARSON waives any
23 obligation of service of process of any notice, motion, pleading or paper as a condition of the
24 entry of the order under Section 699.040(a), applicable herein under F.R.C.P. 69(a)(1)

25 6. The remaining funds held by the U.S. Marshal shall be returned to the financial
26 institutions from which the funds were garnished, and all other funds blocked by J.P. Morgan
27 Chase Bank may be released to HARRIS/LARSON.

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7. Any funds as received as a result of this stipulation shall be applied on account of the outstanding judgment in favor of Plaintiff against Defendant, based upon the Judgment originally entered on 3/17/98 and renewed on 3/11/08 in the amount of \$1,685,470.54, plus interest.

8. This stipulation solely resolves the conflicting claims to the funds garnished by Plaintiffs from the various accounts allegedly owned and controlled by HARRIS/LARSON held at Chase Bank, and no other matter. This stipulation does not constitute a settlement between the parties, other than the division of the funds as specifically set forth herein. HARRIS/LARSON waives any claim, title, or right, to the funds which are distributed under this stipulation to the Plaintiffs and no other matter herein.

9. The court shall reserve jurisdiction to enter any order, judgment or decree, necessary to carry out the terms of this stipulation and shall retain continuing jurisdiction for purposes of enforcement thereof. The court may enter an order on this stipulation and direct that the U.S. Marshal and/or J.P. Morgan Chase Bank take such steps as necessary to comply therewith.

DATED: January 8, 2013

LAW OFFICE OF GEOFFREY V. WHITE

By: *Geoffrey V. White*
GEOFFREY V. WHITE (SBN 068012)
Attorney for Plaintiffs

DATED: January 8, 2013

COOK COLLECTION ATTORNEYS

By: /s/ David J. Cook
DAVID J. COOK, ESQ. (SBN 060859)
Attorneys for Plaintiffs

DATED: January __, 2013

MICHAEL F. HARRIS

DATED: January __, 2013

PATRICIA ANN LARSON

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1 7. Any funds as received as a result of this stipulation shall be applied on account of the
2 outstanding judgment in favor of Plaintiff against Defendant, based upon the Judgment originally
3 entered on 3/17/98 and renewed on 3/11/08 in the amount of \$1,685,470.54, plus interest.

4 8. This stipulation solely resolves the conflicting claims to the funds garnished by
5 Plaintiffs from the various accounts allegedly owned and controlled by HARRIS/LARSON held at
6 Chase Bank, and no other matter. This stipulation does not constitute a settlement between the
7 parties, other than the division of the funds as specifically set forth herein. HARRIS/LARSON
8 waives any claim, title, or right, to the funds which are distributed under this stipulation to the
9 Plaintiffs and no other matter herein.

10 9. The court shall reserve jurisdiction to enter any order, judgment or decree, necessary to
11 carry out the terms of this stipulation and shall retain continuing jurisdiction for purposes of
12 enforcement thereof. The court may enter an order on this stipulation and direct that the U.S.
13 Marshal and/or J.P. Morgan Chase Bank take such steps as necessary to comply therewith.

14 DATED: January 8, 2013

LAW OFFICE OF GEOFFREY V. WHITE

15 By: _____
16 GEOFFREY V. WHITE (SBN 068012)
Attorney for Plaintiffs

17 DATED: January 8, 2013

COOK COLLECTION ATTORNEYS

18 By: /s/ David J. Cook
19 DAVID J. COOK, ESQ. (SBN 060859)
Attorneys for Plaintiffs

20 DATED: January 2, 2013

21 Michael F. Harris
MICHAEL F. HARRIS

22 DATED: January 8, 2013

23 Patricia Ann Larson
PATRICIA ANN LARSON

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PROOF OF SERVICE

MICHAEL F. HARRIS
541 Coconut Street
Brentwood, CA 94513

PATRICIA ANN LARSON
541 Coconut Street
Brentwood, CA 94513

I declare:

I am employed in the County of San Francisco, California. I am over the age of eighteen (18) years and not a party to the within cause. My business address is 165 Fell Street, San Francisco, CA 94102. On the date set forth below, I served the attached:

STIPULATION FOR DISBURSEMENT OF FUNDS AND CLOSING OF LIMITED ENFORCEMENT ACTION

on the above-named person(s) by:

XXX (BY MAIL) Placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California, addressed to the person(s) served above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 8, 2013 at San Francisco, California.

/s/ Karene Jen

Karene Jen