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F I L E D
Clerk of the Superior Court

OCT 24 2017

8 Attorneys for Defendants Onie O. Lively, John
9 S. Lively, and the Lively Trust

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN DIEGO

12 NORTH COUNTY DIVISION

13 Regina Schueneman,) Case No.: 37-2015-00003282-CU-PO-NC
14))
15 Plaintiff,) *ACCEPTANCE OF*
16) OFFER TO COMPROMISE
17 vs.) [Code Civ. Proc. § 998]
18))
19 Bernard A. Edison, et al.,) IMAGED FILE
20))
21 Defendants.) Dept: N-27
22) Judge: Jacqueline M. Stern
23))
24))
25))
26))
27))
28))

OFFER TO COMPROMISE TO PLAINTIFF REGINA SCHUENEMAN:

Defendants in the above-entitled action, John Lively, Onie Lively, and the Lively Trust, pursuant to Section 998 of the Code of Civil Procedure, hereby offer to settle and compromise the above-captioned action on the following terms: a payment of the total sum of One Hundred Sixty-Five Thousand and One Dollars (\$165,001) by defendants John Lively, Onie Lively, and the Lively Trust to plaintiff Regina Schueneman as full and complete resolution of all of the claims raised by plaintiff Regina Shueneman's First Amended Complaint For Damages Based On Negligence, Strict Liability, and Public Nuisance Civil Code § 3480, with all claims by plaintiff against defendants John Lively, Onie Lively, and the Lively Trust to be dismissed by plaintiff with prejudice. Said sum will include plaintiff's costs and attorney's fees.

1 You may indicate acceptance of this offer by signing a statement that the offer is accepted,
2 including by signing below, prior to expiration of the offer or withdrawal of the offer in accordance
3 with law.

4 Dated: October 4, 2017

KESSLER & SEECOF, LLP



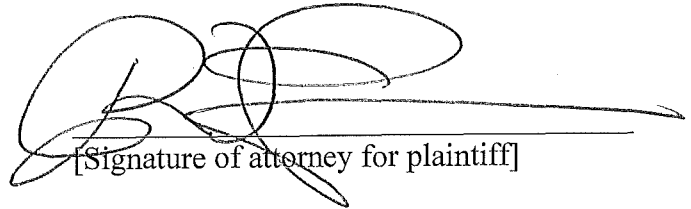
Benjamin R. Seecof, Esq.
Attorneys for Defendants John Lively,
Onie Lively, and the Lively Trust

8 **ACCEPTANCE OF OFFER:**

9 Plaintiff REGINA SCHUENEMAN hereby accepts the offer hereinabove stated.

10 Dated: Oct. 23, 2017

11 Raquel Flyer
12 [Name of attorney for plaintiff]



[Signature of attorney for plaintiff]

1 San Diego Superior Court Case No. 37-2015-00003282-CU-PO-NC,
2 Schueneman v. Edison, et al.

3 **PROOF OF SERVICE BY EXPRESS MAIL**

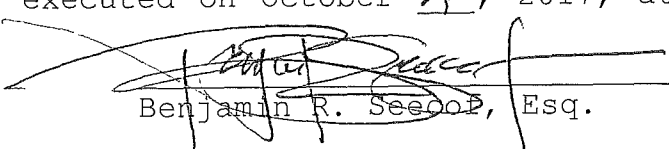
4 I am an attorney in the County of San Diego, State of
5 California. I am, and was at the time of the service hereinafter
6 mentioned, over the age of 18 and am not a party to the within
7 action. My business address is 3990 Old Town Avenue, Suite B-109,
8 San Diego, CA 92110. On October 4, 2017, I served the following
documents via United States Postal Service Priority Mail Express
with next day delivery:

9 OFFER TO COMPROMISE [Code Civ. Proc. § 998]

10 by depositing a true copy thereof with the United States Mail,
11 postage pre-paid, enclosed in a sealed envelope addressed as
follows:

12 Raquel Flyer, Esq.
13 Flyer & Flyer, APLC
14 4120 Birch St., Suite 101
Newport Beach, CA 92660

15 I declare under penalty of perjury under the laws of the State of
16 California that the foregoing is true and correct, and that this
17 Proof of Service was executed on October 4, 2017, at San Diego,
California.

18 
Benjamin R. Seeoob, Esq.

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF ORANGE

3 I am employed in the County of Orange, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 4120 Birch St., Ste. 101,
Newport Beach, CA 92660.

5 On October 23, 2017, I served the foregoing document described as ACCEPTANCE
6 OF OFFER TO COMPROMISE on the interested parties in this action by placing true
copies thereof in sealed envelopes addressed as follows:

7 Daniel J. Kessler
8 Benjamin R. Seecof
9 KESSLER & SEECOF, LLP
3990 Old Town Avenue, Suite B-109
10 San Diego, CA 92110

Attorneys for Defendants
Onie O. Lively
John S. Lively and
Lively Trust

11 **BY MAIL:** I am "readily familiar" with this firm's practice of collection and
12 processing correspondence for mailing. Under that practice, it would be deposited with the
U.S. Postal Service on that same day with postage thereon fully prepaid at Newport Beach,
13 California, in the ordinary course of business. I am aware that on motion of the party/ies
served, service is presumed invalid if postal cancellation date is more than one day after
14 date of deposit for mailing in declaration.

15 Executed on October 23, 2017, at Newport Beach, California.

16 **(State)** I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

17 

18 _____
19 WILLA PHILLIPS
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