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## Superior Court of California, County of San Mateo Case Management/ADR Conference Questionnaire

Name:	Court Use Only:
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(State Bar #55653)	The second secon
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Superior Court of California	00 10
County of San Mateo	Clear or the shapping court
400 County Center	DEBITACI ESK
Redwood City, CA 94063-1655 (650) 363-4711	
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Plaintiff: EDGEWATER ISLE MASTER ASSOCIATION, INC.	Case No:
	415687
Defendant: EDGEWATER ISLE HOMEOWNERS ASSOCIATION	Date: October 4, 2001
Delondari. EDGEWATER TODE HOMEOWNERS ASSOCIATION	Time: 9:00 a.m.
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1. I am party x attorney for: x plaintiff defendant cross-complainant cross-defendant Intervenor other  Name of Party Edgewater Isle Master Association, Inc.  2. Insurance carrier (if any) for party filing this Questionnaire: N/A Policy limits: Reservation of rights: yes no  Will coverage issues significantly affect the resolution of this case: yes no	
3. The complaint was filed on (date):	
4. Please indicate any matters that may affect the court's jurisdiction or processing of this case:	
Bankruptcy Other:	
5. SERVICE	
X AND THE RESERVE OF THE PROPERTY OF THE PROPE	
a. X All parties named in the complaint and cross-complaint have been served, or have appeared, or have been dismissed.	
b. Please indicate which parties have not been served or have not answered and why:	
Please indicate which parties have been served but have not appeared and why:	

## **ATTACHMENT**

## 7. Appropriate Dispute Resolution

## a. Other:

The parties agreed to have their respective accountants meet in an effort to determine the exact amount of money owed to the plaintiff based upon available records, documents and other pertinent evidence. In June 2001, the accountants issued a report that the full amount of plaintiff's claim, namely \$34,221.26, was owed. Since that time in August 2001, the defendants have in fact paid that amount to plaintiff. Remaining is the issue of interest on the unpaid amount.

On or about September 6, 2001, the parties agreed on an amount to settle the interest issue, and a check in that amount was delivered to plaintiff's counsel. This matter was then continued to October 4, 2001, to give the check time to clear.

The check has now been submitted twice only to be returned for "insufficient funds." It is not presently clear why this has occurred since the defendant contends that there is ample money in the account.

Plaintiff does not believe that this is an intentional failure to pay and requests additional time to allow the funds to be transferred.