

1 TROUTMAN SANDERS LLP  
Terrence R. McInnis, Bar No. 155416  
2 terrence.mcinnis@troutmansanders.com  
Kevin F. Kieffer, Bar No. 192193  
3 kevin.kieffer@troutmansanders.com  
Peter R. Lucier, Bar No. 246397  
4 peter.lucier@troutmansanders.com  
5 Park Plaza, Suite 1400  
5 Irvine, CA 92614-2545  
Telephone: 949.622.2700  
6 Facsimile: 949.622.2739

7 *Attorneys for Plaintiffs Allied World National*  
*Assurance Company and Allied World Assurance*  
8 *Company (U.S.) Inc.*

9 DUANE MORRIS LLP  
Stephen H. Sutro, Bar. No. 172168  
10 shsutro@duanemorris.com  
One Market Plaza, Spear Tower, Suite 2200  
11 San Francisco, CA 94105-1127  
Telephone: 415 957 3008  
12 Facsimile: 415 276 9855

13 *Attorneys for Lisa Crist*

14  
15 UNITED STATES DISTRICT COURT  
16 EASTERN DISTRICT OF CALIFORNIA

17 ALLIED WORLD NATIONAL  
ASSURANCE COMPANY, a New  
18 Hampshire corporation, and ALLIED  
WORLD ASSURANCE COMPANY (U.S.)  
19 INC., a Delaware corporation,

20 Plaintiffs,

21 v.

22 SK PM CORP., a California corporation aka  
"S.K. Foods PM Corp.," SK FOODS, L.P., a  
23 California limited partnership, FREDERICK  
SCOTT SALYER, an individual,  
24 BLACKSTONE RANCH, a California  
corporation aka "Blackstone Ranch Calif 'S'  
25 Corp.," LISA CRIST, an individual, MARK  
MCCORMICK, an individual,

26 (caption continued on next page)  
27  
28

Case No. 1:10-CV-01262-OWW-JLT

**STIPULATION AND ORDER TO  
EXTEND TIME FOR DEFENDANT  
LISA CRIST TO RESPOND TO  
COMPLAINT**

**Complaint Served: 7/26/2010**  
**Current Response Date: 1/27/2011**  
**New Response Date: 2/28/2011**

1 SCOTT SALYER REVOCABLE TRUST, a  
2 trust, THE CAROLINE GAZELLE SALYER  
3 IRREVOCABLE TRUST, a trust, THE  
4 STEFANIE ANN SALYER IRREVOCABLE  
5 TRUST, a trust, SS FARMS, LLC, a California  
6 limited liability company, SK FOODS, LP  
7 401K PLAN, an ERISA plan aka "SK Foods  
8 L.P. Blackstone Ranch & SK Foods L.P. 401K  
9 Plan," SARS, LLC, a California limited  
10 liability company, CSSS LP, a California  
11 limited partnership d/b/a Central Valley  
12 Shippers, SK FOODS LLC, a Nevada limited  
13 liability company, S.K. FOODS PM CORP., an  
14 entity or a d/b/a of unknown legal capacity,  
15 SKF AVIATION, LLC, a California limited  
16 liability company, SSC FARMING, LLC, a  
17 California limited liability company, RHM  
18 INDUSTRIAL/SPECIALTY FOODS, INC., a  
19 California corporation d/b/a Colusa County  
20 Canning Company and d/b/a SK Foods –  
21 Colusa Canning, CARMEL WINE  
22 MERCHANTS LLC, a California limited  
23 liability company, CIRCLE PACIFIC LTD., a  
24 New Zealand company, SUNRISE COAST  
25 JAPAN, an entity or a d/b/a of unknown legal  
26 capacity, SSC FARMS I, LLC, a California  
27 limited liability company, SSC FARMS II,  
28 LLC, a California limited liability company,  
SK FARM SERVICES, LLC, a California  
limited liability company, SK FROZEN  
FOODS, LLC, a California limited liability  
company, SALYER AMERICAN  
INSURANCE SERVICES, a California limited  
liability company, SSC FARMS III, LLC, a  
California limited liability company, SALYER  
AMERICAN COOLING, a general  
partnership, SALYER WESTERN COOLING  
COMPANY, a general partnership, YUMA  
AMERICAN COOLING CORPORATION, an  
entity or a d/b/a of unknown legal capacity,  
SAWTOOTH COOLING, LLC, a California  
limited liability company, and SALYER  
AMERICAN FRESH FOODS, a California  
corporation,

Defendants.

1 WHEREAS, on July 14, 2010, Plaintiffs Allied World National Assurance Company and  
2 Allied World Assurance Company (U.S.) Inc. (collectively "Plaintiffs") filed their complaint in  
3 this matter against the above-captioned defendants (the "Complaint");

4 WHEREAS, pursuant to the stipulation of the parties and Order of this Court, the current  
5 deadline for Lisa Crist to respond to the Complaint is January 27, 2011;

6 WHEREAS, the parties continue to believe that this matter may be resolved as between  
7 Plaintiffs and Lisa Crist without the necessity of Lisa Crist filing a responsive pleading. For this  
8 reason, the Lisa Crist and Plaintiffs believe that good cause exists to extend the deadline for Lisa  
9 Crist to respond to the Complaint until February 28, 2011;

10 WHEREAS, the Initial Scheduling Conference is set for March 25, 2011. Thus, the  
11 parties do not believe that this extension will impact the timely progression of this action.

12 NOW THEREFORE, Plaintiffs and Lisa Crist, through counsel, hereby agree and  
13 stipulate, subject to the Court's approval, to extend the time for Lisa Crist to respond to the  
14 Complaint to February 28, 2011.

15 Dated: January 26, 2011

TROUTMAN SANDERS LLP

17

18 By: Peter R. Lucier  
19 Terrence R. McInnis  
20 Kevin F. Kieffer  
21 Peter R. Lucier

*Attorneys for Plaintiffs Allied World National  
Assurance Company and Allied World  
Assurance Company (U.S.) Inc.*

22 Dated: January 26, 2011

DUANE MORRIS LLP

24

25 By: Stephen H. Sutro (as authorized on 1/26/2011)  
26 Stephen H. Sutro

*Attorneys for Lisa Crist*

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATION**

Pursuant to Local Rule 131(e), I, PETER R. LUCIER, certify that on January 26, 2011, Stephen H. Sutro authorized me to submit this Stipulation and Order to Extend Time for Defendant Lisa Crist to Respond to Complaint on his behalf.

**ORDER**

IT IS SO ORDERED.

Dated: January 27, 2011

/s/ Oliver W. Wanger  
UNITED STATES DISTRICT JUDGE