

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: 2/28/2011
New Response Date: 3/15/2011**

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

23
24 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 February 28, 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 March 15, 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 March 15, 2011.

15
16 Dated: February 18, 2011

TROUTMAN SANDERS LLP

17
18 By: Peter R. Lucier
19 Terrence R. McInnis
20 Kevin F. Kieffer
21 Peter R. Lucier
22 *Attorneys for Plaintiffs Allied World National
Assurance Company and Allied World
Assurance Company (U.S.) Inc.*

23 Dated: February 18, 2011

DUANE MORRIS LLP

24
25 By: /s/ Stephen H. Sutro (as authorized on 2/18/11)
26 Stephen H. Sutro
27 *Attorneys for Lisa Crist*

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 February 18, 2011, Stephen H. Sutro authorized me to submit this Stipulation and [Proposed] Order to Extend Time for Defendant Lisa Crist to Respond to Complaint on his behalf.

ORDER

IT IS SO ORDERED.

Dated: February 18, 2011

/s/ Oliver W. Wanger
UNITED STATES DISTRICT JUDGE