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6 Attorneys for Defendant
7 DICK'S SPORTING GOODS, INC.
(erroneously sued and served as DICK'S
8 SPORTING GOODS, INC., dba DICK'S
SPORTING GOODS)
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10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF CALIFORNIA

13 ALBERT GEORGE CURTIS,
14 Plaintiff,
15 vs.
16 DICK'S SPORTING GOODS, INC., dba
DICK'S SPORTING GOODS;
17 GATEWAY PLAZA PARTNERS, L.P., a
California Limited Partnership,
18 Defendants.
19

Case No. 13-cv-01199-LJO-SMS

**STIPULATION AND ORDER TO
EXTEND TIME OF DICK'S SPORTING
GOODS, INC. TO RESPOND
TO COMPLAINT**

Complaint Filed: July 31, 2013

20 Pursuant to Local Rules 143 and 144, the undersigned counsel of record for Plaintiff
21 Albert George Curtis ("Plaintiff"), and Defendant Dick's Sporting Goods, Inc., erroneously sued
22 as Dick's Sporting Goods, Inc., dba Dick's Sporting Goods, ("Dick's Sporting Goods"), stipulate
23 and agree to extend the time for Dick's Sporting Goods to respond to Plaintiff's Complaint as
24 follows:
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26 WHEREAS, Plaintiff filed his complaint in this action on July 31, 2013 (the
27 "Complaint");
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WHEREAS, Defendant Dick’s Sporting Goods was served with the Complaint on August 1, 2013;

WHEREAS, the response of Dick’s Sporting Goods’ was initially due on August 22, 2013,

WHEREAS, on August 11, 2013, the parties stipulated, pursuant to Local Rule 144, to extend the time for Dick’s Sporting Goods and Defendant Gateway Plaza Partners, L.P. to respond to the Complaint by twenty-eight (28) days until September 18, 2013;

WHEREAS, Plaintiff and Dick’s Sporting Goods are actively engaged in settlement discussions to resolve this matter;

WHEREAS, Plaintiff and Dick’s Sporting Goods have met and conferred and have agreed that it is in their best interests, and in the interests of justice, to extend the time for Dick’s Sporting Goods to respond to the Complaint for twelve (12) days, until September 30, 2013, to permit further settlement discussions while minimizing litigation expense;

WHEREAS, this extension will not alter any other date or deadline set by the Court;

WHEREAS, the Plaintiff and Dick’s Sporting Goods agree that this stipulation does not waive any right of the parties to request further extensions from the Court;

IT IS STIPULATED AND AGREED THAT Dick’s Sporting Goods’ time to answer or otherwise respond to the Complaint shall be extended until September 30, 2013.

Nothing in this Stipulation shall be construed as a waiver of any of Plaintiffs’ or Defendants’ rights, defenses, or arguments they would otherwise have.

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DATED: September 12, 2013

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

By: /s/ Jill S. Casselman
Michael A. Geibelson
Jill S. Casselman

ATTORNEYS FOR DEFENDANT
DICK'S SPORTING GOODS, INC.
(erroneously sued and served as DICK'S
SPORTING GOODS, INC., dba DICK'S
SPORTING GOODS)

DATED: September 12, 2013

MOORE LAW FIRM, P.C.

By: /s/ Tanya E. Moore
Tanya E. Moore

ATTORNEYS FOR PLAINTIFF ALBERT
GEORGE CURTIS

IT IS SO ORDERED.

DATE: September 13, 2013

By: /s/ Sandra M. Snyder

HON. SANDRA M. SNYDER
UNITED STATES MAGISTRATE JUDGE