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Attorneys for Plaintiff CALOY COMPANY, LP

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

CALOY COMPANY, LP,

Plaintiff,

v.


TAAMAN FOOD MARKETING, LTD,

Defendant.

Case No.: 1:16-CV-01779-DAD-EPG

**PLAINTIFF CALOY COMPANY, LP'S
REQUEST FOR CONTINUANCE OF
MANDATORY SCHEDULING
CONFERENCE; SUPPORTING
DECLARATION OF ANA
GUARDADO; [REDACTED] ORDER**

Date: February 23, 2017
Time: 9:00 AM
Ctrm: #10 (6th Floor)
Judge: Hon. Erica P. Grosjean

FILED
FEB 08 2017
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY  DEPUTY CLERK

DM117541246.1

REQUEST TO CONTINUE MANDATORY SCHEDULING CONFERENCE; PLAINTIFF CALOY COMPANY, LP'S REQUEST FOR CONTINUANCE OF MANDATORY SCHEDULING CONFERENCE; SUPPORTING DECLARATION OF ANA GUARDADO; [PROPOSED] ORDER
USDC EASTERN DISTRICT CASE NO.: 1:16-CV-01779-DAD-EPG

1 Pursuant to Federal Rules of Civil Procedure and Local Rule 144, Plaintiff Caloy Company,
2 LP ("Caloy") respectfully requests a continuance of the Mandatory Scheduling Conference,
3 currently scheduled for February 23, 2017, for at least sixty (60) days or as long as the Court sees fit.

4 Caloy makes this request on the grounds that it has made a diligent effort to effectuate
5 service of the Summons and Complaint filed in this matter on November 22, 2016, on Defendant
6 Taaman Food Marketing, Ltd. ("Taaman"), pursuant to Rule 4(f)(1) and (h)(2) of the Federal Rules
7 of Civil Procedure.

8 Taaman is a foreign corporation located in Israel. On December 1, 2016, Caloy submitted a
9 request for service of the Summons and Complaint to the Legal Assistance to Foreign Countries,
10 Office of the Legal Advisor, as agent for service of process for defendants in the Country of Israel,
11 authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial
12 Documents.

13 Prior to receiving confirmation of formal service of the Summons and Complaint, Taaman's
14 local counsel contacted Caloy's counsel. On February 1, 2017, Taaman, by and through its local
15 counsel, agreed to waive service of the Summons and Complaint. A true and correct copy of the
16 executed Waiver of Service of Summons is attached hereto as Exhibit A. Taaman's responsive
17 pleading is currently due on or before April 3, 2017.

18 Given that the time for Taaman to appear is after the date of the currently Mandatory
19 Scheduling Conference, Caloy respectfully requests that the Mandatory Scheduling Conference be
20 continued for at least sixty (60) days. The brief continuance will allow Defendant Taaman to
21 respond to the Complaint pursuant to Rule 12 of the Federal Rules of Civil Procedure prior to the
22 Mandatory Scheduling Conference.

23 Dated: February 6, 2017

DUANE MORRIS LLP

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25 By: /s/ Ana Guardado
26 Courtney L. Baird
27 Ana Guardado
28 Attorneys for Plaintiff
CALOY COMPANY, LP

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 6 day of February 2017, in San Francisco, California.

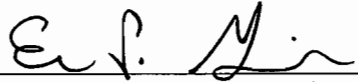
/s/ Ana Guardado
Ana Guardado

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ORDER

Having considered Plaintiff's Request for Continue Mandatory Scheduling Conference and good cause appearing, IT IS HEREBY ORDERED that Mandatory Scheduling Conference set for February 23, 2017 is hereby continued to April 6, 2017, at 9:30 a.m.

Dated: Feb 8, 2017



The Honorable Erica P Grosjean
Magistrate Judge of the U.S. District
Court

EXHIBIT A

WAIVER OF SERVICE OF SUMMONS

TO: Courtney Baird, Attorney for Caloy Company, LP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Taaman Food Marketing, Ltd, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of Caloy Company, LP v. Taaman Food Marketing, LTD
(CAPTION OF ACTION)

which is case number 1:16-CV-01779-DAD-EPG in the United States District Court
(DOCKET NUMBER)

for the Eastern District of California

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after February 1, 2017 or within 90 days after that date if the request was sent outside the United States.
(DATE REQUEST WAS SENT)

2-2-17
(DATE)


(SIGNATURE)

Printed/Typed Name: VICTOR F. LUKE, Esq.
As ATTORNEY of DEFENDANT
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.