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6 **UNITED STATES DISTRICT COURT**  
7 **EASTERN DISTRICT OF CALIFORNIA**  
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9 ERIKA PETERSON, individually and on  
10 behalf of all others similarly situated,  
11 Plaintiff,

Case No. 1:17-cv-00578-LJO-SKO

12 v.  
13 **ORDER GRANTING STIPULATED**  
14 **REQUEST TO EXTEND TIME TO**  
15 **RESPOND TO INITIAL COMPLAINT**  
16 (Doc. 5)

17 CREDIT CORP. SOLUTIONS, INC. and  
18 DOES 1 through 10, inclusive,

19 Defendants.  
20 \_\_\_\_\_/  
21

22 On May 31, 2017, the parties filed a “Stipulation to Extend Time to Respond to Initial  
23 Complaint By Not More Than 30 Days” (the “Stipulation”), requesting that the deadline by which  
24 Defendant Credit Corp Solutions, Inc. (“Defendant”) shall respond to Plaintiff’s Complaint be  
25 enlarged to June 20, 2017. (Doc. 5.) The Stipulation states that it may be filed “without approval  
of the Court in accordance with Local Rule 8-3.” (*Id.* at 2.)

26 The Court calls to the parties’ attention the current version of the Local Rules of the United  
27 States District Court, Eastern District of California, effective April 1, 2017 (the “Local Rules” or  
28 “L.R.”), which provide in pertinent part:

29 **(a) Extensions on Stipulation.** Unless the filing date has been set by order of the  
30 Court, an initial stipulation extending time for no more than twenty-eight (28)  
31 days to respond to a complaint, cross-claim or counterclaim, or to respond to  
32 interrogatories, requests for admissions, or requests for production of documents

1 may be filed without approval of the Court if the stipulation is signed on behalf of  
2 all parties who have appeared in the action and are affected by the stipulation. All  
3 other extensions of time must be approved by the Court. No open extensions of  
4 time by stipulation of the parties will be recognized.

5 L.R. 144(a). Although no Proof of Service has been filed on the Court's docket, the Stipulation  
6 represents that Defendant's current responsive pleading deadline was May 16, 2017. (Doc. 5 at 1.)  
7 Assuming this is an accurate representation, the parties' stipulated extension to June 20, 2017, is a  
8 35-day enlargement of time that requires Court approval under L.R. 144(a).<sup>1</sup>

9 More importantly, the Stipulation was filed on May 31, 2017, over two weeks after  
10 Defendant's responsive pleading deadline (as represented in the Stipulation) had expired.  
11 Although the Court may extend time to file a responsive pleading after the deadline has expired  
12 because of "excusable neglect," Fed. R. Civ. P. 6(b)(1)(B), no such excusable neglect has been  
13 articulated—much less shown—here.<sup>2</sup> Notwithstanding this deficiency, given the absence of bad  
14 faith or prejudice to Plaintiff (as evidenced by the parties' agreement to the extension of time), and  
15 in view of the liberal construction of Fed. R. Civ. 6(b)(1) to effectuate the general purpose of  
16 seeing that cases are tried on the merits, see *Ahanchian v. Xenon Pictures, Inc.*, 624 F.3d 1253,  
17 1258–59 (9th Cir. 2010), the Court GRANTS the parties' stipulated request. ***The parties are  
cautioned that future post hoc request for extensions of time will be viewed with disfavor.***

18 IT IS HEREBY ORDERED that Defendant Credit Corp Solutions, Inc. shall have to and  
19 including June 20, 2017, within which to file a responsive pleading. The Court further ORDERS  
20 Plaintiff, within two (2) business days, to file upon the Court's docket Proof of Service of the  
21 Complaint upon Defendant.

22 IT IS SO ORDERED.  
23

24 Dated: June 5, 2017

25 /s/ Sheila K. Oberlo  
26 UNITED STATES MAGISTRATE JUDGE

27 <sup>1</sup> This is despite the fact that Stipulation's title indicates the extension sought does not exceed 30 days. (See Doc. 5.)  
28 <sup>2</sup> The only justification for the request for enlargement of time provided in the Stipulation is the recent retention of  
defense counsel and their "press of business." (Doc. 5. at 2.)