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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

YOLANDA ALMANZA,
Plaintiff,

v.

CREDIT ONE BANK, N.A.,
Defendant.

Case No. 1:17-cv-830-DAD-SKO

**ORDER GRANTING STIPULATED
REQUEST TO EXTEND TIME TO
RESPOND TO INITIAL COMPLAINT**

(Doc. 8)

On August 11, 2017, the parties filed a “Stipulation to Extend Time to Respond to Plaintiff’s Complaint” (the “Stipulation”), requesting that the deadline for Defendant Credit One Bank, N.A. (“Defendant”) to respond to Plaintiff’s Complaint be continued to August 16, 2017. (Doc. 8.) The Stipulation states that it is being filed pursuant to “L[ocal] R[ule] 8-3.” (*Id.* at 1.)

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

(a) Extensions on Stipulation. Unless the filing date has been set by order of the Court, an initial stipulation extending time for no more than twenty-eight (28) days to respond to a complaint, cross-claim or counterclaim, or to respond to interrogatories, requests for admissions, or requests for production of documents may be filed without approval of the Court if the stipulation is signed on behalf of all parties who have appeared in the action and are affected by the stipulation. All other extensions of time must be approved by the Court. No open extensions of time by stipulation of the parties will be recognized.

1 L.R. 144(a). Pursuant to the Return of Service filed July 12, 2017, Defendant was served on June
2 26, 2017. (Doc. 7.) Defendant’s responsive pleading was therefore due twenty-one (21) days
3 after service -- on July 17, 2017. Fed. R. Civ. P. 12(a)(1)(A)(i). The parties’ stipulated extension
4 to August 16, 2017, is a 30-day enlargement of time that requires Court approval under L.R.
5 144(a).

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

16 IT IS HEREBY ORDERED that Defendant Credit One Bank, N.A. shall have to and
17 including August 16, 2017, within which to file a responsive pleading.

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19 IT IS SO ORDERED.

20 Dated: August 15, 2017

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE

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