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6      **Kessler Sales Corporation d/b/a Kessler Corporation**  
and Richard L. Wantz  
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10     **UNITED STATES DISTRICT COURT**  
11     **EASTERN DISTRICT OF CALIFORNIA**

12     **GERALD B. WILCOX, individually and**  
12     **on behalf of a class of similarly situated**  
12     **individuals,**

13     No. 2:08-CV-02757 FCD KJM  
14     **STIPULATION AND ORDER**

15     Plaintiff,

16     v.  
17     **KESSLER SALES CORPORATION**  
17     **d/b/a KESSLER CORPORATION, a**  
17     **Ohio corporation, RICHARD L.**  
17     **WANTZ, an individual, AND KAREN J.**  
17     **SMITH, AN INDIVIDUAL,**

18     Defendants,

19  
20     **AND RELATED COUNTER CLAIM.**

21  
22     WHEREAS, suit was filed in this matter on November 14, 2008; and

23     WHEREAS, Defendant Kessler Corporation was served with process, obtained counsel  
24     and by stipulation received an extension of time in which to answer or otherwise plead until  
25     February 20, 2009; and

26     WHEREAS, Defendant Kessler Corporation timely filed its answer and counterclaim in

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1 this matter on February 20, 2009; and

2 WHEREAS, under the Federal Rules of Civil Procedure, Plaintiff Gerald B. Wilcox was  
3 due to answer or otherwise respond to the counterclaim on or before March 16, 2009; and

4 WHEREBY, on or about February 19, 2009, Defendant Richard L. Wantz filed with the  
5 court a waiver of service form; and

6 WHEREAS, as a result of the filing of the said waiver of service form, Defendant Wantz  
7 was due to answer or otherwise respond to the Complaint on or before March 23, 2009; and

8 WHEREAS, the Parties decided that their resources would be better devoted to the  
9 attempted settlement of the lawsuit, and the parties stipulated and the Court ordered that the dated  
10 for the filing of any responsive pleadings in this case be continued until April 13, 2009; and

11 WHEREAS, the Parties continue to try to discuss settlement, and they believe that  
12 additional time is needed to try to resolve this litigation; and

13 NOW THEREFORE, in consideration of the foregoing factors, the parties hereby stipulate,  
14 subject to the approval of the Court, to further continue until May 4, 2009, the dates for the filing  
15 of any responsive pleadings in this case by any party. The parties understand and agree that by  
16 executing this stipulation, the parties will keep all claims and all defenses or objections to the  
17 lawsuit or counterclaim, the Court's jurisdiction, or the venue of the action.

18 It is so stipulated and agreed:

19 Dated: April 13, 2009.

20 **THE JACOBS LAW FIRM, CHTD.**

21 By /s/ John G. Jacobs

22 **John G. Jacobs**  
23 **Attorneys for Plaintiff**  
24 **Gerald B. Wilcox**

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1 Dated: April 13, 2009.

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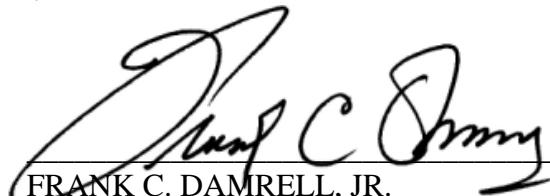
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HERSHBERGER & MCLEAN

By /s/ Andrew P. Holland

Andrew P. Holland  
Attorneys for Defendants and Counter  
Claimant Kessler Sales Corporation  
d/b/a/ Kessler Corporation  
and Richard L. Wantz

Pursuant to stipulation, **IT IS SO ORDERED.**

Dated: April 13, 2009.

  
FRANK C. DAMRELL, JR.  
UNITED STATES DISTRICT JUDGE