

1 Sanford L. Michelman (SBN 179702)
 2 smichelman@mrllp.com
 3 **MICHELMAN & ROBINSON, LLP**
 4 10880 Wilshire Blvd., 19th Floor
 Los Angeles, CA 90024
 Telephone: (310) 564-2670
 Facsimile: (310) 564-2671

5 Mona Z. Hanna (SBN 131439)
 6 mhanna@mrllp.com
 7 **MICHELMAN & ROBINSON, LLP**
 8 17901 Von Karman Avenue, 10th Floor
 Irvine, CA 92614
 Telephone: (714) 557-7990
 Facsimile: (714) 557-7991

9 David C. Lee (SBN 193743)
 10 dlee@mrllp.com
 11 Ilse C. Scott (SBN 233433)
 12 iscott@mrllp.com
 13 **MICHELMAN & ROBINSON, LLP**
 One Post Street, Suite 2500
 San Francisco, CA 94104
 Telephone: (415) 882-7770
 Facsimile: (415) 882-1570

14 *Attorneys for Defendants Confie Insurance Group Holdings, Inc.;*
 15 *Confie Seguros Texas, Inc.; and Confie Seguros, Inc.*

16 **UNITED STATES DISTRICT COURT**
 17 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

18 BAJA INSURANCE SERVICES, INC.,
 19
 20 Plaintiff,
 21 v.
 22 SHANZE ENTERPRISES, INC., n/k/a
 23 PLANO INSURANCE GROUP, INC.;

24 CONFIE INSURANCE GROUP HOLDINGS,
 INC.; CONFIE SEGUROS TEXAS, INC.; and
 25 CONFIE SEGUROS, INC., all d/b/a BAJA
 AUTO INSURANCE,
 26
 27
 28 Defendants.

Case No.: 2:14-cv-02423-KJM-AC

**STIPULATION TO SUSPEND ALL
 ACTIVITIES IN THE RELATED ACTIONS
 FOR A 60-DAY PERIOD AND EXTEND
 THE CASE SCHEDULE;] ORDER**

3rd Amended Complaint Filed: 5/20/16
 Judge: Hon. Kimberly J. Mueller

1 **STIPULATION**

2 Plaintiff Baja Insurance Services, Inc. (“Plaintiff”) and Defendants Confie Insurance Group
3 Holdings, Inc., Confie Seguros Texas, Inc., and Confie Seguros, Inc. (“Confie Defendants”) and
4 Shanze Enterprises, Inc. n/k/a Plano Insurance Group, Inc. (“Plano Defendant”), through their
5 respective counsel of record herein, enter into this Stipulation with reference to the following
6 circumstances:

7 WHEREAS, on October 15, 2014, Plaintiff filed its original Complaint in the above-
8 captioned action in the United States District Court for the Eastern District of California;

9 WHEREAS, on April 21, 2016, Plaintiff filed its Second Amended Original Complaint &
10 Application for Injunctive Relief (“SAC”) in the above-captioned action;

11 WHEREAS, on April 28, 2016, Plano Defendant filed its First Amended Counterclaim
12 against Plaintiff;

13 WHEREAS on May 5, 2016, Plano Defendant filed its answer to the SAC;

14 WHEREAS, on May 18, 2016, Plaintiff and the Confie Defendants filed a Stipulation to
15 Extend Time to Respond to the Complaint (L.R. 144(a)), which extended Defendants’ deadline to
16 respond to the SAC to May 26, 2016;

17 WHEREAS, on May 20, 2016, Plaintiff filed its Third Amended Complaint (“TAC”) in the
18 above-captioned action;

19 WHEREAS, on June 3, 2016, Plano Defendant filed its answer to the TAC;

20 WHEREAS, on June 6, 2016, Plaintiff and the Confie Defendants filed a Stipulation to
21 Extend Time to Respond to the Complaint (L.R. 144(a)), which extended the Confie Defendants’
22 deadline to respond to the TAC to June 13, 2016;

23 WHEREAS, the parties have engaged in meet and confer sessions, and have agreed to a
24 temporary 60-day hold on all litigation activities (with one exception, noted below) to enable the
25 parties to explore a potential global settlement resolution with respect to this action and the related
26 action, *Baja Insurance Services, Inc. v. Plano Insurance Group, Inc. f/k/a Shanze Enterprises, Inc.,*
27 *et al.*, District Court of Travis County, Texas, Case No. D-1-GN-16-001670 (collectively, the
28 “Related Actions”);

1 WHEREAS, in light of the fact that the Confie Defendants were only very recently added as
2 new parties to this action, the parties have further stipulated to a modification of the Scheduling
3 Order issued in the above-captioned matter, and agreed to jointly request that the Court modify its
4 current Scheduling Order;

5 WHEREAS, the stipulated 60-day hold in the Related Actions and modification of the
6 Scheduling Order will enable the parties to focus their time and resources on a good faith settlement
7 effort, and will likewise promote judicial efficiency in the Related Actions;

8 WHEREAS, the parties agree that they will report back to the Court after the 60-day hold
9 period to report whether the parties have reached a resolution, require additional time to complete a
10 resolution, or need to return to active litigation; and

11 WHEREAS, the parties further agree that in the event they determine prior to the end of the
12 60-day hold period that resolution is not likely at that time, they will meet and confer in good faith
13 regarding a schedule for resetting any deadlines that are taken off-calendar by this stipulation;

14 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by the parties
15 that:

16 1. All litigation activities in the Related Actions shall be suspended for a period of 60
17 days, which shall expire on August 15, 2016 (the "Hold Period"), with the exception of the
18 activities identified in Paragraph 2 below;

19 2. Notwithstanding the Hold Period, Plaintiff may proceed with the previously-
20 scheduled deposition of the Rule 30(b)(6) witness of the Plano Defendant, currently set for June 29,
21 2016. If, in Confie Defendants' sole discretion, any testimony elicited at that deposition warrants a
22 response, the Confie Defendants may pursue any follow-up activities they deem necessary to
23 respond to the testimony, including but not limited to conducting additional discovery;

24 3. During the Hold Period, Plaintiff shall suspend all television and radio advertising in
25 the State of Texas;

26 4. During the Hold Period, Plaintiff shall not open any new Texas business locations,
27 nor shall it progress any further with the development of any new Texas business locations;

28 5. The parties stipulate and agree that their participation in the Hold Period shall not

1 result in any waiver, estoppel, and/or any other limitation of the parties' respective legal positions,
2 rights, and/or remedies, including but not limited to the Confie Defendants' right to pursue
3 injunctive relief after the expiration of the Hold Period, if necessary (e.g., Plaintiff shall not argue
4 that the Hold Period constitutes a "delay" that warrants denial of any request for injunctive relief by
5 Confie Defendants);

6 6. By no later than August 15, 2016, the parties shall report back to the Court on the
7 progress they have made in resolving the Related Actions;

8 7. Should the parties determine prior to August 15, 2016 that resolution is not likely at
9 that time, they will meet and confer in good faith regarding a schedule for resetting any deadlines
10 that are taken off-calendar by this stipulation;

11 8. The Confie Defendants shall have until August 25, 2016 to file a response to the
12 Third Amended Complaint; and

13 9. The parties agree to modify the dates set forth in the June 16, 2015 Status (Pretrial
14 Scheduling) Order as follows:

EVENT	CURRENT DEADLINE	NEW DEADLINE
Disclosure of Expert Witnesses and Reports	6/15/16	12/16/16
Disclosure of Supplemental Expert Witnesses and Reports	7/29/16	1/30/17
Expert and Fact Discovery Cutoff	8/15/16	2/15/17
Dispositive Motion Hearing Cutoff	9/23/16	3/24/17
Joint Pre-Trial Conference Statement	11/17/16	5/17/17
Final Pre-Trial Conference	12/8/16, at 3:30 p.m.	6/8/17, at 3:30 p.m.
Deadline for Trial Briefs	1/9/17	7/10/17
Trial	1/23/17, at 9:00 a.m.	7/24/17, at 9:00 a.m.

ORDER

EVENT	CURRENT DEADLINE	NEW DEADLINE
Disclosure of Expert Witnesses and Reports	6/15/16	12/16/16
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Final Pre-Trial Conference	12/8/16, at 3:30 p.m.	6/16/17, at 10:00 a.m.
Deadline for Trial Briefs	1/9/17	7/10/17
Trial	1/23/17, at 9:00 a.m.	7/24/17, at 9:00 a.m.

IT IS SO ORDERED.

Dated: June 13, 2016


UNITED STATES DISTRICT JUDGE