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6 Attorneys for Plaintiff
 7 ENRIQUE ALVAREZ ZARDAIN

8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

11 ENRIQUE ALVAREZ ZARDAIN, an
 12 individual,

13 Plaintiff,

14 v.

15 IPACPA US, INC., a Delaware
 16 corporation, TRC HOLDINGS, INC., a
 Delaware corporation, and DOES 1-20,

17 Defendants.

CASE NO. 2:15-cv-01207-MCE-EFB

**STIPULATION AND ORDER TO STAY
 ACTION AS TO DEFENDANT TRC
 HOLDINGS, INC.**

18 Plaintiff ENRIQUE ALVAREZ ZARDAIN (“Plaintiff”) and Defendant TRC
 19 HOLDINGS, INC. (“TRC”) (collectively, the “Parties”), by and through their attorneys of record,
 20 hereby stipulate and agree as follows:

21 **RECITALS**

22 A. On or about June 4, 2015, Plaintiff filed his Complaint (the “Complaint”) in this
 23 action against Defendants IPACPA US, Inc. (“IPACPA”) and TRC. IPACPA has not appeared in
 24 this action.

25 B. On or about December 22, 2016, the Parties reached agreement on the terms of a
 26 settlement for purposes of resolving Plaintiff’s claims against TRC, which were memorialized in
 27 a settlement agreement (the “Settlement Agreement”).

28 C. Pending TRC’s performance under the Settlement Agreement, the Parties wish to

1 stay this action as to all claims asserted by Plaintiff against TRC, in order to avoid the time and
2 costs associated with unnecessary litigation.

3 E. This Stipulation is limited to Plaintiff’s claims against TRC and has no bearing on
4 Plaintiff’s claims against IPACPA. TRC agrees that it shall not oppose any actions taken by
5 Plaintiff to pursue his claims against IPACPA, despite any prior activity by TRC in this action.

6 **STIPULATION**

7 THEREFORE, it is hereby stipulated, by and between the Parties, through their designated
8 counsel, that:

9 1. All further proceedings in this action, as they relate to all claims asserted by
10 Plaintiff against TRC in the Complaint, shall be stayed until July 31, 2019; unless sooner
11 dismissed by the Parties hereto.

12 2. All deadlines and requirements associated with Plaintiff’s claims against TRC in
13 this action, whether pursuant to the Federal Rules of Civil Procedure, Local Rules, or this Court’s
14 Pretrial Scheduling Order entered on October 19, 2015, shall be continued until after the
15 expiration of the stay sought herein.

16 3. The Parties expressly preserve all claims, defenses, objections, or legal arguments
17 they have or may have in the above-entitled action. This Stipulation and the stay sought herein
18 shall not affect or impact the Parties’ claims, defenses, objections, or arguments.

19 4. The Parties agree to the tolling of any statute, rule, or court order requiring timely
20 prosecution of this action.

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