

1 Audra M. Mori, Bar No. 162850
 AMori@perkinscoie.com
 2 Katherine M. Dugdale, Bar No. 168014
 KDugdale@perkinscoie.com
 3 PERKINS COIE LLP
 1888 Century Park E., Suite 1700
 4 Los Angeles, CA 90067-1721
 Telephone: 310.788.9900
 5 Facsimile: 310.788.3399

6 Attorneys for Plaintiff
 MICROSOFT CORPORATION

7
 8 CURTIS R. TINGLEY (SBN 112322)
 ctingley@tinglelawgroup.com
 9 STEPHEN D. COLLINS (SBN 277482)
 scollins@tinglelawgroup.com
 10 KEVIN W. ISAACSON (SBN 281067)
 kisaacson@tinglelawgroup.com
 11 TINGLEY LAW GROUP, PC
 10 Almaden Boulevard, Suite 960
 San Jose, California 95113
 12 Telephone: (408) 283-7000
 Facsimile: (408) 283-7010

13 Attorneys for Defendants
 14 DSD SOLUTIONS INC. and DUY L. PAN

15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA
 17 SACRAMENTO DIVISION

19 MICROSOFT CORPORATION,
 20 a Washington corporation,

21 Plaintiff,

22 v.

23 DSD SOLUTIONS INC., a California
 corporation dba DESTINED DESIGN;
 24 DUY L. PAN, an individual; and DOES 1-5,

25 Defendants.

CASE NO. 15CV-01690 MCE CKD

**STIPULATION TO EXTEND
 DISCOVERY AND MOTION
 DEADLINES; ORDER**

26 Defendants DSD SOLUTIONS INC. and DUY L. PAN (hereinafter “Defendants”) and
 27 Plaintiff MICROSOFT CORPORATION (hereinafter “Plaintiff”) (Plaintiff and Defendants are

28 **STIPULATION TO EXTEND DISCOVERY AND
 MOTION DEADLINES
 CASE NO. 15CV-01690 MCE CKD**

1 hereinafter collectively referred to as the “Parties”), by and through their counsel of record,
2 hereby stipulate and agree as follows:

3 WHEREAS, on December 14, 2015, the Court issued a Scheduling Order which included
4 the following deadlines:

5	Discovery Cut-Off Date	April 4, 2016
6	Deadline for Initial Designation of Expert Witnesses	June 3, 2016
7	Deadline for Designation of Rebuttal Expert Witnesses	July 5, 2016
8	Dispositive Motion Hearing Cut-Off Date	September 29, 2016
9	Final Pretrial Conference Statement	January 26, 2017
10	Final Pretrial Conference	February 16, 2017
11	Trial	April 2, 2017

12
13
14
15 WHEREAS, Defendants and Defendants’ insurance carrier are engaged in an ongoing
16 dispute regarding the scope of Defendants’ insurance coverage;

17 WHEREAS, pending the resolution of the ongoing dispute regarding the scope of
18 Defendants’ insurance coverage, Defendants’ insurance carrier will not participate in this action
19 in any way, including attendance at any mediation;

20 WHEREAS, it does not appear that the dispute between Defendants and their insurer
21 regarding coverage will be resolved by the week of April 18, 2016, when Plaintiff and Defendants
22 had agreed to mediate the instant copyright and trademark infringement case;

23 WHEREAS, the Parties agree that they will participate in a mediation prior to the
24 Discovery Cut-Off;

25 WHEREAS, the Parties agree that an additional 44 days to do discovery will allow (1)
26 Defendants to have time to resolve their insurance dispute; (2) the Parties to conserve resources
27 by staying written discovery between them until mediation can take place; (3) the Parties to
28 participate in a meaningful mediation, which will maximize the possibility of settlement and

1 serve judicial economy; and (4) the Parties to do additional discovery in the event that they are
2 unable to reach an amicable resolution at the mediation;

3 WHEREAS, the Parties have made one prior request to the Court for an extension of the
4 fact Discovery Cut-Off due to Defendants' insurance coverage dispute, which the Court granted;

5 WHEREAS, the Parties have not requested previously and are not requesting now a
6 continuance of the pretrial conference or trial dates;

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

