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7 SUGAR TRANSPORT OF THE NORTHWEST, INC.

8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

11 RYAN GUINN, an individual, on behalf of
12 himself, and on behalf of all other persons
13 similarly situated,

13 Plaintiffs,

14 v.

15 SUGAR TRANSPORT OF THE
16 NORTHWEST, INC.; BRONCO WINE
17 COMPANY, a California corporation;
18 CLASSIC WINES OF CALIFORNIA, a
19 California corporation, a California
20 corporation, and DOES 1 through 100,

20 Defendants.

Case No. 2:16-cv-00325-WBS-EFB

CLASS ACTION

**STIPULATION AND [PROPOSED]
ORDER FOR EXTENSION OF
DEADLINES**

20 Plaintiff, RYAN GUINN (“Plaintiff”), and Defendant, SUGAR TRANSPORT OF THE
21 NORTHWEST, INC. (“Sugar Transport”), (hereafter, when referenced in a collective manner,
22 Plaintiff and Sugar Transport will be referred as “the Parties”), by and through their respective
23 attorneys of record, hereby stipulate and agree as follows:

24 WHEREAS, on June 17, 2016, the Court entered a scheduling order, titled “Status
25 (Pretrial Scheduling) Order” Document 22;

26 WHEREAS, on February 24, 2017, the Court entered a stipulated order, titled “Stipulation
27 and Order Extending Scheduling Order,” Document 61, revising the Scheduling Order in this
28 Case;

1 WHEREAS, on May 17, 2017, the Court entered a stipulated order, titled “Stipulation and
2 Order Further Amending Scheduling Order and Extending Scheduling Date for Filing Motion for
3 Class Certification,” Document 69, further revising the scheduling order in this Case;

4 WHEREAS, on November 30, 2017, the Court entered a stipulated order, titled
5 “Stipulation and Order Amending Scheduling Order” Document 77, further revising the
6 scheduling order in this Case setting forth certain dates and deadlines in this action;

7 WHEREAS on May 23, 2018, the Court entered a stipulated order, titled “Stipulation and
8 Order for Extension of Deadlines” Document 96, further revising the scheduling order in this
9 Case setting forth certain dates and deadlines in this action;

10 WHEREAS, on July 9, 2018, the Court heard a joint motion filed by Plaintiff and
11 Defendants Bronco Wine Company and Classic Wines of California (collectively as “Bronco”) to
12 approve the settlement reached by and between them;

13 WHEREAS, on or about July 13, 2018, the Court granted the motion to approve the
14 settlement, in part, and ordered Bronco dismissed from this Case with prejudice;

15 WHEREAS, on or about August 10, 2018, the Parties and Bronco agreed to a broad
16 outline of a settlement but have yet to finalize an agreement memorializing all of the material
17 terms of the settlement. Through this proposed agreement, the Parties and Bronco not only intend
18 to memorialize the terms upon which Plaintiff and Sugar Transport have agreed to resolve the
19 remaining issues in this Case and also set forth the terms upon which they, and Bronco, have
20 agreed to resolve six related state court actions, all of which were brought against Sugar
21 Transport and Bronco.

22 WHEREAS, though the Parties are working diligently to finalize the agreement, it has not
23 yet occurred, though they reasonably expect each and all of the terms thereof will be agreed to
24 shortly and, thereafter, will be placed into the agreement;

25 WHEREAS, once the material terms of the settlement agreement are agreed to and the
26 agreement is then signed, because some of Plaintiff’s claims are subject to the Fair Labor
27 Standards Act, the attorneys for Plaintiff and Sugar Transport reasonably believe they will have to
28 obtain approval of the proposed settlement from this Court;

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WHEREAS, given that the Parties need more time to finalize the settlement agreement and then to obtain this Court’s approval for that agreement, the Parties believe it is appropriate to move: (1) the hearing date for the currently pending motion for summary judgment; and (2) the Pre-Trial conference date. Any further litigation of this matter will only increase the costs of litigation for the Parties and burden on this Court.

THEREFORE, the Parties hereby stipulate and agree to move the hearing date on the motion for summary judgment and modify the “Stipulation and Order Amending Scheduling Order,” Document 96, as follows:

STIPULATION

1) The hearing date for Sugar Transport’s Motion for Summary Judgment or in the Alternative Summary Adjudication shall be moved from September 17, 2018 at 1:30 p.m. to **October 29, 2018 at 1:30 p.m.** The briefing schedule will follow the new hearing date; and

2) The Final Pretrial Conference shall be continued from to November 19, 2018 at 1:30 p.m. to **December 3, 2018 at 1:30 p.m.**

IT IS SO STIPULATED.

DATED: September 7, 2018

DOWNEY BRAND LLP

By: /s/ Cassandra M. Ferrannini
CASSANDRA M. FERRANNINI
KATIE L. PATTERSON
Attorney for Defendant
SUGAR TRANSPORT OF THE NORTHWEST,
INC.

DATED: September 6, 2018

PAGANO & KASS, APC.

By: /s/ James L. Pagano (as authorized on 9/06/18)
JAMES L. PAGANO
IAN A. KASS
Attorney for Plaintiff
RYAN GUINN

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ORDER

GOOD CAUSE APPEARING, it is hereby ORDERED that:

- 1) The hearing date for Sugar Transport’s Motion for Summary Judgment or in the Alternative Summary Adjudication shall be moved from September 17, 2018 at 1:30 p.m. to **October 29, 2018 at 1:30 p.m.** The briefing schedule will follow the new hearing date; and
- 2) The Final Pretrial Conference shall be continued from to November 19, 2018 at 1:30 p.m. to **December 3, 2018 at 1:30 p.m.**

IT IS SO ORDERED.

Dated: September 7, 2018



 WILLIAM B. SHUBB
 UNITED STATES DISTRICT JUDGE