

1 **IT IS HEREBY STIPULATED** by and between Plaintiff, Darren Gilbert (“Plaintiff”),
2 by and through his attorney, and Defendants, Petro Star Oil Co., Faraz A. Saeed, Trustee of the
3 Faraz A. Saeed 2020 Family Trust, and Muhammad R. Saeed, Trustee of the Faraz A. Saeed
4 2020 Family Trust (“Defendants,” and together with Plaintiff, “the Parties”), in which, Petro Star
5 Oil Co. is unrepresented and is specially appearing on its own behalf for the sole purpose of
6 obtaining this stipulation, and that the Clerk’s Default entered against Petro Star Oil Co. on July
7 26, 2022 (Dkt. 11) be and is hereby set aside, and that an answer on behalf of Petro Star Oil Co.
8 shall be filed within twenty-one (21) days of the entry of the order setting aside the default.

9 Good cause exists because the Parties desire for the case to be heard on its merits.

10 **IT IS SO STIPULATED.**

11
12 Dated: November 7, 2022

MOORE LAW FIRM, P.C.

13 /s/ Tanya E. Moore

14 Tanya E. Moore
15 Attorney for Plaintiff,
Darren Gilbert

16 Dated: November 7, 2022

/s/ Faraz A. Saeed

17 Petro Star Oil Co.
18 Pro Se Defendant

19 Dated: November 7, 2022

/s/ Faraz A. Saeed

20 Faraz A. Saeed, Trustee of the Faraz A. Saeed 2020
21 Family Trust
Pro Se Defendant

22
23 Dated: November 7, 2022

/s/ Muhammed R. Saeed

24 Muhammad R. Saeed, Trustee of the Faraz A. Saeed
25 2020 Family Trust
Pro Se Defendant

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ATTESTATION

I attest that the original signature of the person(s) whose electronic signature is shown above is maintained by me, and that their concurrence in the filing of this document and attribution of their signature was obtained.

/s/ Tanya E. Moore

Tanya E. Moore
Attorney for Plaintiff,
Darren Gilbert

ORDER

The court has reviewed the parties' stipulation, and though there exists an issue needing resolution, ultimately good cause exists to lift the entry of default against defendant Petro Star Oil Co. However, this good cause is found not on the basis of the parties' stipulation, but on a finding that plaintiff accedes to lifting the default so that the parties can proceed on the merits.

The reason the court makes this finding is because it appears defendants Faraz Saeed and Muhammad Saeed have attempted to stipulate on behalf of their company, Petro Star Oil Co. However, the rules are clear that a business entity may appear only by an attorney, and the Saeed defendants have thus far appeared without counsel. See Local Rule 183(a). Unlicensed laypersons, including the owners of companies, officers of a corporation, partners of a partnership, and members of an association may not represent their entities "pro se." Rowland v. California Men's Colony, Unit II Men's Advisory Council, 506 U.S. 194, 201-02 (1993) ("It has been the law for the better part of two centuries . . . that a corporation may appear in the federal courts only through licensed counsel . . . [T]hat rule applies equally to all artificial entities."); United States v. High Country Broadcasting Co., Inc., 3 F.3d 1244, 1245 (9th Cir. 1993) (accord). Moving forward, Petro Star will require the services of an attorney in order to proceed with its defense in this case.

Accordingly, IT IS HEREBY ORDERED:

1. The default entered against Defendant Petro Star Oil Co. on July 26, 2022 (ECF No. 11) is hereby SET ASIDE;
2. The stay in this case (ECF No. 21) is LIFTED; and

