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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

STONEBRAE, L.P.,

No. C-08-0221 EMC

Plaintiff,

**ORDER RE DECEMBER 16, 2009,
HEARING**

v.

TOLL BROS., INC., *et al.*,

Defendants.

Plaintiff has filed a motion to leave to file a second amended complaint (“SAC”), which is set for hearing on December 16, 2009. The Court orders the parties to be prepared to discuss the following at the December 16 hearing.

(1) The state court decision *Storek & Storek, Inc. v. Citicorp Real Estate, Inc.*, 100 Cal. App. 4th 44 (2002).

(2) Whether the Purchase Agreement requires a Default Notice to be sufficiently specific such that Stonebrae could cure the default without further information or cooperation from Toll. If so, then what implied covenant of good faith and fair dealing was breached? If not, then isn’t there an implied covenant to cooperate?

IT IS SO ORDERED.

Dated: December 15, 2009



EDWARD M. CHEN
United States Magistrate Judge