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11 Attorneys for Plaintiff
 SONY COMPUTER ENTERTAINMENT AMERICA INC.

12
 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 SAN FRANCISCO DIVISION

16 SONY COMPUTER ENTERTAINMENT
 AMERICA INC., a Delaware Corporation,

17 Plaintiff,

18 v.

19 GABRIEL GARCIA a/k/a GABRIEL GARCIA
 20 PALACIOS, an individual, d/b/a GABE'S
 REPAIR/HOME NETWORKING AND
 21 VIDEO GAME MOD SERVICE; TIMOTHY
 JOEY ZOUCHA, JR., an individual; DOES 1-
 22 20 inclusive,

23 Defendants.

Case No. C 08-03954 SI

**STIPULATION AND [PROPOSED]
 ORDER TO EXTEND MEDIATION
 AND NON-EXPERT DISCOVERY
 DEADLINES**

Hon. Susan Illston

1 The Court granted the parties' stipulation selecting mediation as the ADR process, setting the
 2 deadline to complete mediation within 90 days of the November 18, 2008 order (i.e., by February 17,
 3 2009). Since then, Plaintiff Sony Computer Entertainment America Inc. ("SCEA"), Defendant
 4 Gabriel Garcia ("Defendant Garcia") and Defendant Timothy Zoucha ("Defendant Zoucha") have
 5 been engaged in settlement discussions and have made progress toward resolution of the action.
 6 During this time, counsel for SCEA has communicated with the ADR office regarding the deadline for
 7 mediation and has kept the ADR office apprised of the status of the case. Because SCEA was
 8 awaiting the production of documents by third parties in response to subpoenas (information necessary
 9 for SCEA to determine the scope and duration of defendants' illegal activities), as well as information
 10 from Defendant Garcia, settlement discussions have taken longer than expected.

11 The ADR office has informed counsel for SCEA that it is not able to schedule mediation until
 12 defendants have filed formal appearances. However, in light of their settlement discussions, SCEA
 13 has granted the defendants extensions to respond to SCEA's complaint to allow negotiations to
 14 continue without having defendants incur any unnecessary expense.

15 At the Initial Case Management Conference held on December 5, 2008, the Court set the close
 16 of non-expert discovery for March 30, 2009. Because mediation has not yet been scheduled, SCEA
 17 and Defendant Garcia wish to extend the close of non-expert discovery. Accordingly, SCEA and
 18 Defendant Garcia have conferred and hereby stipulate, subject to approval by the Court and pursuant
 19 to Local Rule 6-2, to extend the mediation and non-expert discovery deadlines as follows:
 20

21 Close of non-expert discovery	May 11, 2009
22 Last day for completion of mediation	May 20, 2009

23 The parties have not made any prior requests for schedule modifications in this case. This
 24 extension is sought for good cause and will not alter any other dates set at the Initial Case
 25 Management Conference. The parties will use this additional time to continue their settlement
 26 negotiations.

27 Counsel for SCEA has attempted to reach Defendant Zoucha, who is not represented by
 28

1 counsel, to obtain his consent to the filing of this stipulation. Counsel has left telephone voice mail
2 messages detailing the request of extending the deadlines as set forth above, but Defendant Zoucha
3 has not yet returned counsel's calls. Counsel for SCEA will continue their attempts to reach
4 Defendant Zoucha and will apprise him of the Court's order on this stipulation.

5 Given the impending deadline on non-expert discovery and because mediation has not yet been
6 scheduled, SCEA and Defendant Garcia respectfully request that the Court approve the mediation and
7 non-expert discovery deadlines as set forth above.

8
9 DATED: February 24, 2009

Respectfully submitted,

TOWNSEND AND TOWNSEND AND CREW LLP

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12 By: /s/ Holly Gaudreau
13 JAMES G. GILLILAND, JR.
14 TIMOTHY R. CAHN
HOLLY GAUDREAU

15 Attorneys for Plaintiff
16 SONY COMPUTER ENTERTAINMENT AMERICA INC.

17 THE FARROW LAW FIRM

18
19 DATED: February 24, 2009

By: /s/ Carver Clark Farrow
20 CARVER CLARK FARROW, II

21 Attorneys for Defendant
22 GABRIEL GARCIA

GENERAL ORDER ATTESTATION

I, Holly Gaudreau, am the ECF user whose ID and password are being used to file this STIPULATION AND [PROPOSED] ORDER TO EXTEND NON-EXPERT DISCOVERY AND ADR DEADLINES. In compliance with General Order 45, X.B., I hereby attest that Carver Clark Farrow, II has concurred in this filing.

/s/ Holly Gaudreau
HOLLY GAUDREAU

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PURSUANT TO STIPULATION, IT IS SO ORDERED.



DATED: _____

The Honorable Susan Illston
United States District Court Judge

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PROOF OF SERVICE

[C.C.P. §§ 1011 and 1013, C.R.C. § 2008, F.R.C.P. Rule 5, F.R.A.P. 25]

I declare that I am employed in the City and County of San Francisco, California; I am over the age of 18 years and not a party to the within action; my business address is Two Embarcadero Center, Eighth Floor, San Francisco, California 94111. On the date set forth below, I served a true and accurate copy of the document(s) entitled: **STIPULATION AND [PROPOSED] ORDER TO EXTEND MEDIATION AND NON-EXPERT DISCOVERY DEADLINES** on the party(ies) in this action by placing said copy(ies) in a sealed envelope each addressed as follows:

Carver Clark Farrow, II
The Farrow Law Firm, PC
3031 Tisch Way, Suite 500
San Jose, CA 95128

Timothy Joey Zoucha, Jr.
228 – 36th Avenue, Apt. B
San Mateo, CA 94403

Attorney for Gabriel Garcia a/k/a Gabriel Garcia Palacios

[By First Class Mail] I am readily familiar with my employer's practice for collecting and processing documents for mailing with the United States Postal Service. On the date listed herein, following ordinary business practice, I served the within document(s) at my place of business, by placing a true copy thereof, enclosed in a sealed envelope, with postage thereon fully prepaid, for collection and mailing with the United States Postal Service where it would be deposited with the United States Postal Service that same day in the ordinary course of business.

[By Overnight Courier] I caused each envelope to be delivered by a commercial carrier service for overnight delivery to the offices of the addressee(s).

[By Hand] I directed each envelope to the party(ies) so designated on the service list to be delivered by courier this date.

[By Facsimile Transmission] I caused said document to be sent by facsimile transmission to the fax number indicated for the party(ies) listed above.

[By Electronic Transmission] I caused said document to be sent by electronic transmission to the e-mail address(es) indicated for the party(ies) listed above.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this date at San Francisco, California.

Dated: February 24, 2009

Laureen D. Finger

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