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SKYY Spirits, LLC

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San Francisco, CA 94115

8 Attorneys for Defendant  
9 RUBYLLC

10  
11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA

14 SKYY SPIRITS, LLC, a Delaware limited  
liability company,

15 Plaintiff,

16 v.

17 RUBYLLC, a Delaware limited liability  
18 company, and DOES 1 through 20, inclusive

19 Defendant.

CASE NO. CV 09-0646 WHA

**STIPULATION AND [PROPOSED] ORDER  
RE MEDIATION SCHEDULE**

Dept: Courtroom 9, 19th Floor  
Judge: Hon. William H. Alsup

Complaint filed: February 12, 2009  
Trial Date: May 3, 2010

20  
21 Subject to the approval of the Court, plaintiff SKYY Spirits, LLC ("SKYY") and  
22 defendant RUBYLLC ("RUBYLLC") stipulate with reference to the following facts:

- 23 1. The parties have reached an agreement in principle that disposes of this entire  
24 action. The parties are in the process of drafting a final agreement to reflect that resolution.  
25 2. On May 14, 2009, the Court entered its order referring the matter to the ADR  
26 Unit for mediation (Document 26). On May 21, 2009, the Court notified the parties that it had  
27 appointed Mark LeHocky as the mediator for the case and directing that mediation be completed on  
28

1 the schedule set out in ADR L.R. 6-4. Under ADR L.R. 6-4(b), the mediation was required to be  
2 completed by August 12, ninety days following the referral to the ADR Unit.

3 3. The parties conferred with Mr. LeHocky and scheduled the mediation to take  
4 place on July 27. On Friday, July 10, counsel was informed that the parties in direct discussions  
5 had tentatively settled the matter, and on Monday, July 13, counsel confirmed that an agreement in  
6 principle had been reached. Counsel is now preparing an agreement disposing of the litigation.

7 4. The parties promptly notified Mr. LeHocky. With Mr. LeHocky's approval,  
8 the parties now ask that the Court extend the deadline to complete the mediation to August 28. The  
9 parties have scheduled to mediate the matter with Mr. LeHocky on that date if the matter has not  
10 been dismissed by that date.

11 5. The parties expect to have completed the drafting and execution of a final  
12 agreement in advance of August 28, however. They request this extension of the last day to mediate  
13 under ADR L.R. 6-4 so that they can avoid the cost of preparing mediation briefs and then  
14 mediating in a matter that is already settled in principle and in which they expect to have a signed  
15 agreement by the time of the currently scheduled mediation. August 28 is the first date that Mr.  
16 LeHocky has available where the parties' counsel are also available.

17 6. The parties seek this extension of time to mediate solely because they have  
18 reached an agreement in principle and wish to avoid the expense of time and fees in mediating, and  
19 to avoid imposition on Mr. LeHocky. The parties have litigated the case in good faith according to  
20 the schedule ordered by the Court. They have undertaken substantial written and document  
21 discovery. They have schedule depositions. They do not seek this extension for any bad faith  
22 purpose of delay or lack of diligence. They informed the mediator, Mr. LeHocky, of their proposal,  
23 and he approves.

24 Now, therefore, subject to the approval of the Court, the parties stipulate as follows:

25 The deadline for the parties to complete mediation of this matter is extended to  
26 August 28, 2009.

1 DATED: July 15, 2009

JEFFER, MANGELS, BUTLER & MARMARO LLP  
JAMES WESLEY KINNEAR

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3  
4 By:   
JAMES WESLEY KINNEAR  
Attorneys for Plaintiff SKYY SPIRITS, LLC

6 DATED: July 15, 2009,

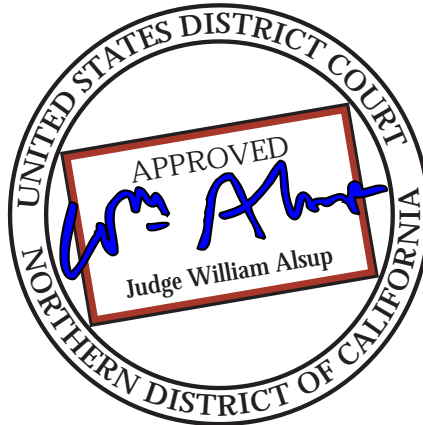
RUSSELL D. POLLOCK

8 By: \_\_\_\_\_  
RUSSELL D. POLLOCK  
Attorneys for Defendant RUBY, LLC

10 PURSUANT TO STIPULATION, IT IS SO ORDERED.

14 DATED: July 16, 2009.

14 By: \_\_\_\_\_  
The Honorable William H. Alsup  
United States District Court Judge



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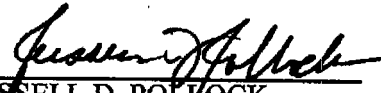
DATED: July 15, 2009

JEFFER, MANGELS, BUTLER & MARMARO LLP  
JAMES WESLEY KINNEAR

By: \_\_\_\_\_  
JAMES WESLEY KINNEAR  
Attorneys for Plaintiff SKYY SPIRITS, LLC

DATED: July 15, 2009,

RUSSELL D. POLLOCK

By:   
RUSSELL D. POLLOCK  
Attorneys for Defendant RUBY, LLC

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED:

By: \_\_\_\_\_  
The Honorable William H. Alsup  
United States District Court Judge

JMBM  
Jeff M. Mangan  
Butler & Marmarou

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO**

3 I am employed in the City and County of San Francisco, State of California. I am over the  
4 age of 18 and not a party to the within action; my business address is: Two Embarcadero Center,  
5th Floor, San Francisco, California 94111.

5 On the date specified below, I served the document(s) described as

6 **STIPULATION AND [PROPOSED] ORDER RE MEDIATION SCHEDULE**

7 in this action by placing the true copies thereof enclosed in sealed envelopes addressed as  
8 follows:

9 **Mark LeHocky, Esq.**  
10 **Ross Stores, Inc.**  
11 **4440 Rosewood Dr., Bldg. 4**  
12 **Pleasanton, CA 94588**  
13 **Email: Mark.LeHocky@ros.com**  
14 **Tel: (925) 965-4570**

15  (BY MAIL) I am "readily familiar" with the firm's practice for collection and processing  
16 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal  
17 Service on that same day with postage thereon fully prepaid at San Francisco, California in  
18 the ordinary course of business. I am aware that on motion of the party served, service is  
19 presumed invalid if postal cancellation date or postage meter date is more than one day after  
20 date of deposit for mailing in affidavit.

21  (BY E-MAIL OR ELECTRONIC TRANSMISSION) I caused the document(s) to be sent to  
22 the person(s) at the e-mail address(es) as listed above and/or on the attached Service List. I  
23 did not receive, within a reasonable time after the transmission, any electronic message or  
24 other indication that the transmission was unsuccessful.

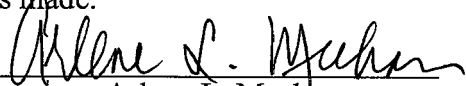
25  (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the  
26 addressee.

27  (BY OVERNIGHT DELIVERY) I caused said envelope(s) to be delivered overnight via an  
28 overnight delivery service in lieu of delivery by mail to the addressee(s).

Executed on July 16, 2009 at San Francisco, California.

(STATE) I declare under penalty of perjury under the laws of the State of California  
that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court  
at whose direction the service was made.

  
Arlene L. Meehan