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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN FRANCISCO DIVISION**

12 **CYMA (U.S.A.) LTD. and CYMA**
13 **S.A.,**

14 Plaintiff,

15 vs.

16 **LUMONDI, INC., and MONDAINE**
17 **WATCH, LTD.**

18 Defendants.

Case No. 09-2802 MHP

**STIPULATION RE: STAY OF SALE OF
PLAINTIFFS' PROPERTY
SCHEDULED FOR JUNE 27, 2009;
WITHDRAWAL OF MOTION FOR A
TEMPORARY RESTRAINING ORDER;
SCHEDULING OF MOTION FOR
PRELIMINARY INJUNCTION**

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**STIPULATION RE: STAY OF SALE OF PLAINTIFFS' PROPERTY SCHEDULED FOR JUNE 27, 2009;
WITHDRAWAL OF MOTION FOR A TEMPORARY RESTRAINING ORDER; SCHEDULING OF
MOTION FOR PRELIMINARY INJUNCTION**

1 WHEREFORE, on June 24, 2009, Plaintiffs Cyma (U.S.A.) Ltd. and Cyma S.A.
2 (“Plaintiffs” or “Cyma”) filed a Complaint and Motion for a Temporary Restraining Order and
3 for an Order to Show Cause Why A Preliminary Injunction Should Not Be Issued against
4 Defendants Lumondi, Inc. (“Lumondi”) and Mondaine Watch Ltd. (“Mondaine”), seeking the
5 cessation of a public auction scheduled by Defendant Lumondi scheduled for **June 27, 2009**.

6 WHEREFORE, Plaintiffs and Defendant Lumondi have mutually agreed to the following
7 stipulation.

8 NOW, THEREFORE, it is hereby stipulated and agreed by the respective parties, by and
9 through their counsel of record:

10 1. Defendant Lumondi agrees that it will stay and not go forward with the auction of
11 Plaintiffs’ property currently scheduled for **June 27, 2009**. Defendant Lumondi agrees that it
12 will not reschedule any such auction of Plaintiffs’ property or make any other effort to sell,
13 transfer or dispose of Plaintiffs’ property currently in the possession of Defendant Lumondi prior
14 to the date of a hearing on Plaintiffs’ motion for a preliminary injunction.

15 2. Plaintiffs will withdraw their motion for a temporary restraining order and will
16 schedule its motion for a preliminary injunction on a date in August of 2009 that is available to
17 all parties and acceptable to the Court.

18 3. Defendant Lumondi agrees that it will provide Plaintiffs with a list of all persons,
19 entities and/or businesses it has contacted previously regarding the auction and sale of Plaintiffs’
20 property. Counsel for Plaintiffs agree to consult with Defendant Lumondi regarding the contents
21 of any communication with any of these persons, entities and/or businesses, and to provide
22 counsel for Defendant Lumondi with a copy of any correspondence or communication sent to any
23 of these persons, entities and/or businesses.

24 4. Plaintiffs agree that Defendant Lumondi may retain possession of sufficient value
25 equal to double the value of Defendant Lumondi’s claim against Plaintiffs equal to \$64,361.55.
26 Plaintiffs agree that Defendant Lumondi may retain possession of approximately \$128,723.10
27 worth of Plaintiffs’ property subject to further order of the Court.

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WITHDRAWAL OF MOTION FOR A TEMPORARY RESTRAINING ORDER; SCHEDULING OF
MOTION FOR PRELIMINARY INJUNCTION**

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5. Defendant Lumondi agrees that it will return immediately to Plaintiffs all of Plaintiffs' property above twice the value of Defendant Lumondi's claim against Plaintiffs.

Dated: June 25, 2009

COTCHETT PITRE & McCARTHY

STEVEN N. WILLIAMS
ARON K. LIANG

*Attorneys for Plaintiffs Cyma (U.S.A.) Ltd.
and Cyma S.A.*

Dated: June 25, 2009

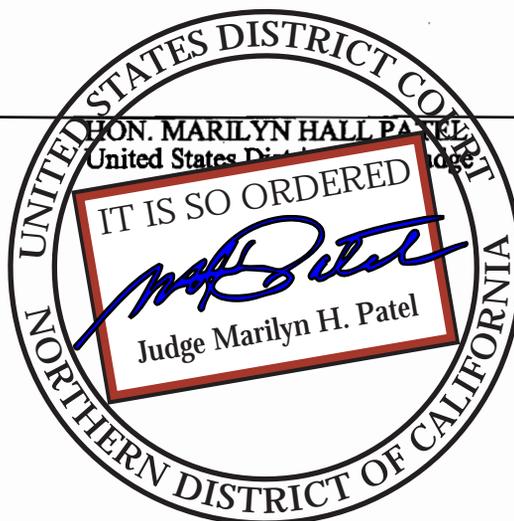
MARIN LAW PARTNERS, LLP

THOMAS VELLADAO

Attorneys for Defendant Lumondi

The Court hereby enters an order in conformance with the above stipulation:

Dated: June 29, 2009



PROOF OF SERVICE

I am employed in San Mateo County, which is where service of the document(s) referred to below occurred. I am over the age of 18 years and not a party to the within action. My business address is Cotchett, Pitre & McCarthy, San Francisco Airport Office Center, 840 Malcolm Road, Suite 200, Burlingame, California 94010. I am readily familiar with Cotchett, Pitre & McCarthy's practices for the service of documents. On this date, I served or caused to be served a true copy of the following document(s) in the manner listed below:

- 1. **STIPULATION RE: STAY OF SALE OF PLAINTIFFS' PROPERTY SCHEDULED FOR JUNE 27, 2009; WITHDRAWAL OF MOTION FOR A TEMPORARY RESTRAINING ORDER; SCHEDULING OF MOTION FOR PRELIMINARY INJUNCTION**

by placing a true copy thereof enclosed in a sealed envelope and served in the manner and/or manners described below to each of the parties herein and addressed as follows:

X **BY MAIL:** I deposited such envelope(s) in the mail at my business address, addressed to the addressee(s) designated. I am readily familiar with Cotchett, Pitre & McCarthy's practice for collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business.

**THOMAS VELLADAO
MARIN LAW PARTNERS, LLP
21 TAMAL VISTA BLVD., SUITE 204
CORTE MADERA, CA 94925**

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Burlingame, California, on June 25, 2009.


ERICH DETERT