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E-Filing

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA

16 DECKHANDS' SUPPLY, LLC,)

17 Plaintiff,)

18 v.)

19 BRUSCO TUG & BARGE, INC., in)
 personam, and tug WOODROW)
 BRUSCO, in rem,)

20 Defendants.)

Case No.: 09-cv-04383-JCS

STIPULATION AND
(PROPOSED) ORDER TO
CONTINUE THE MEDIATION
CUTOFF DATE

Action Filed: September 17, 2009

23 WHEREAS the parties hereto, respectively Plaintiff Deckhands' Supply, LLC, and
 24 Defendant Brusco Tug & Barge, Inc., through their respective attorneys, have agreed to
 25 submit to mediation in accordance with this Court's Alternate Dispute Resolution Program
 26 but have nevertheless been attempting in good faith to settle this case, including having a
 27 meeting with their experts and with Deckhands' principal in attendance during which proof

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1 was offered as to the extent of the loss of profits incurred by Plaintiff. In addition, the
2 parties have now spoken with Howard Herman, Director of the Alternate
3 Dispute Resolution Program, and have agreed to exchange the necessary economic
4 information and have further agreed to engage in direct negotiations prior to an additional
5 mediation session. This will allow time for the plaintiff to produce to the defendant
6 documents in support of the plaintiff's claims for economic damages.

7 WHEREAS the parties wish to continue their settlement discussions by themselves
8 but, if they appear not to be succeeding, to ask Howard Herman, to intervene and act as
9 mediator, and WHEREAS Mr. Herman has agreed to act as mediator in this event, now
10 therefore,

11 IT IS STIPULATED by and between the parties, through their counsel, that
12 the final date for mediation, Monday, March 22, 2010, be extended to Friday, April 23,
13 2010. The parties also stipulate that they shall, at 2 PM on March 29, 2010, confer with Mr.
14 Herman by telephone to report their progress in the settlement negotiations.

15 Dated: March 5, 2010

Hoagland, Longo, Moran, Dunst & Doukas

16 By _____/S/_____

17 John F. Meadows

18 By _____/S/_____

Leopoldo J. Chanco

19 Attorneys for Deckhands' Supply, LLC

20 Dated: March 5, 2010

Cox, Wootton, Griffin, Hansen & Poulos, LLP

21 By _____/S/_____

22 Richard C. Wootton

23 Attorneys for Brusco Tug & Barge, Inc.

24
25
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ORDER

The COURT, having read and considered the stipulation of counsel to continue the last day to mediate, and good cause appearing therefore, it is therefore ordered that the Mediation Deadline in this matter be continued to April 23, 2010.

IT IS SO ORDERED.

Dated: March 10, 2010

By: 
Hon. Jeffrey S. White

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