

1 THE MEHDI FIRM
 2 AZRA Z. MEHDI (220406)
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9 Counsel for Plaintiff

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

12) Case No. 3:11-CV-05478-EMC

13) CLASS ACTION

14 JACKIE L. HIGH, Individually and on Behalf)
 15 of All Others Similarly Situated,)

16 Plaintiff,

17 vs.

18 THE CHOICE MANUFACTURING)
 19 COMPANY, INC., MEPCO FINANCE)
 20 CORPORATION, and DOES 3 through 20,)
 21 inclusive,)

22 Defendants.

23) STIPULATION AND [~~PROPOSED~~] ORDER
 24) REGARDING AMENDING COMPLAINT
 25) AND EXTENSION OF TIME TO ANSWER
 26) OR OTHERWISE RESPOND TO FIRST
 27) AMENDED COMPLAINT

1 WHEREAS, on November 10, 2011, plaintiff Jackie L. High filed a complaint for
2 violation of California Business & Professions Code Sections 17200 and 17500, *et seq.*; Breach
3 of Contract and the Covenant of Good Faith & Fair Dealing; and breach of Express Warranty
4 against The Choice Manufacturing Company, Inc. (“Choice Manufacturing”) and MEPCO
5 Finance Corporation (“MEPCO”), captioned *High v. The Choice Manufacturing Company, Inc.*,
6 *et al.*, Case No. CV-11-05478-EMC;

7 WHEREAS on December 15, 2011, plaintiff filed an Amended Complaint (“AC”)
8 pursuant to Federal Rule of Civil Procedure 15(a);

9 WHEREAS defendant MEPCO has until January 11, 2012 and defendant Choice
10 Manufacturing has until January 17, 2012 to answer or otherwise respond to the AC;

11 WHEREAS plaintiff wishes to further amend the AC to include a claim for violation of
12 the Consumer Legal Remedies Act (“CLRA”) against defendant Choice Manufacturing;

13 WHEREAS plaintiff could not have included this claim in the AC because of the notice
14 requirement in Cal. Civ. Code §1782(a)(2);

15 WHEREAS defendants are amenable to plaintiff amending her AC to include a claim for
16 violation of the CLRA against Choice Manufacturing and allowing defendants additional time in
17 which to answer or respond to the such amended pleading;

18 IT IS ACCORDINGLY STIPULATED, by and between undersigned counsel for the
19 parties, that

- 20 (1) Plaintiff will file and serve her First Amended Complaint (“FAC”) by January 11,
21 2012;
- 22 (2) Defendants Choice Manufacturing and MEPCO will have until February 17, 2012
23 to answer or otherwise respond to the FAC.

24 DATED: January 10, 2012

THE MEHDI FIRM

25
26 /s/
AZRA Z. MEHDI

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Counsel for Plaintiff Jackie L. High

DATED: January 10, 2012

DOWNEY BRAND

/s/

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621 Capital Mall, 18th Floor
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jdreher@downeybrand.com
Counsel for Defendant MEPCO Finance
Corporation

DATED: January 10, 2012

COOLEY LLP

/s/

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Counsel for Defendant The Choice
Manufacturing Company, Inc.

Pursuant to General Order No. 45 Section X(B), all signatories concur in filing this stipulation.

Dated: January 10, 2012

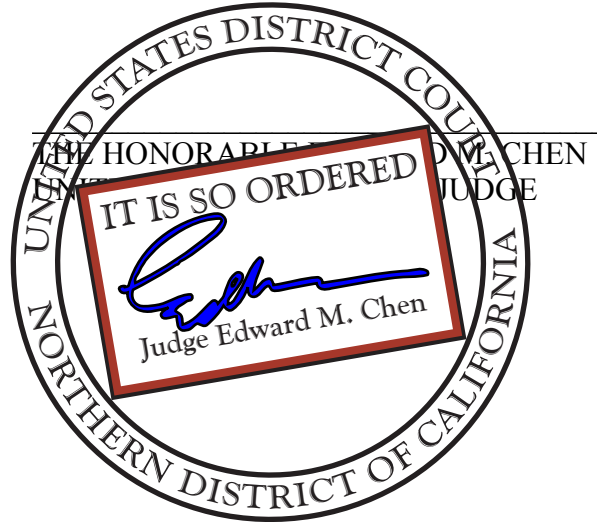
By: /s/

AZRA Z. MEHDI

~~[PROPOSED]~~ ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 1/11/12



Submitted by:

THE MEHDI FIRM
AZRA Z. MEHDI (220406)

/s/
AZRA Z. MEHDI

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