

1 TROUTMAN SANDERS LLP
 Terrence R. McInnis, Bar No. 155416
 2 terrence.mcinnis@troutmansanders.com
 Ross Smith, Bar No. 204018
 3 ross.smith@troutmansanders.com
 5 Park Plaza, Suite 1400
 4 Irvine, CA 92614-2545
 Telephone: 949.622.2700
 5 Facsimile: 949.622.2739

6 *Attorneys for Plaintiff*
 7 *AXIS Reinsurance Company*

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

11 AXIS REINSURANCE COMPANY,

12 Plaintiff,

13 v.

14 TELEKENEX, INC.; ANTHONY ZABIT;
 15 KAREN SALAZAR; BRANDON CHANEY;
 DEANNA CHANEY; MARK PRUDELL;
 16 JOY PRUDELL; MARK RADFORD; NIKKI
 RADFORD; JOSHUA SUMMERS; JULIA
 17 SUMMERS; IXC HOLDINGS, INC.;
 STRAITSHOT COMMUNICATIONS, INC.;
 18 STRAITSHOT RC, LLC,

19 Defendant.

Case No. 3:12-cv-02979-SC

**STIPULATION EXTENDING TIME
 OF AXIS REINSURANCE COMPANY
 TO RESPOND TO STRAITSHOT'S
 COUNTERCLAIM**

[Civil Local Rule 6-1(a)]

21 WHEREAS, on June 8, 2012, Plaintiff AXIS Reinsurance Company ("AXIS") filed a
 22 Complaint in the above-captioned Case No. 3:12-cv-02979-SC and, on July 27, 2012, filed a First
 23 Amended Complaint.

24 WHEREAS, Straitshot Communications, Inc. and Straitshot RC, LLC (collectively,
 25 "Straitshot") filed an Answer and Counterclaim on September 5, 2012, which was served on
 26 AXIS electronically, such that pursuant to Federal Rules of Civil Procedure, Rules 12(a)(1),
 27 5(b)(E), and 6(d), AXIS's response to Straitshot's Counterclaim was initially due October 1,
 28 2012.

Case No. 3:12-cv-02979-SC

STIPULATION EXTENDING TIME TO RESPOND TO
 COUNTERCLAIM

TROUTMAN SANDERS LLP
 5 PARK PLAZA, SUITE 1400
 IRVINE, CA 92614-2545

1 WHEREAS, Straitshot previously agreed to extend the time for AXIS to respond to the
2 Counterclaim to and including November 12, 2012.

3 WHEREAS, AXIS and Straitshot stipulate and agree to further extend the time for AXIS
4 to respond to the Counterclaim for another two-weeks – to and including November 26, 2012.

5 WHEREAS, the extension of time will not alter the date of any event or deadline already
6 fixed by Court order.

7 WHEREAS, by entering into this stipulation, AXIS and Straitshot do not waive any claims
8 or defenses.

9 **STIPULATION**

10 NOW THEREFORE, it is agreed and stipulated that: Pursuant to Rule 6-1(a) of the Civil
11 Local Rules of the United States District Court for the Northern District of California, AXIS's
12 deadline to file a responsive pleading and/or motion to Straitshot's Counterclaim in the above-
13 captioned action is extended to November 26, 2012.

14 Respectfully submitted,

15 **TROUTMAN SANDERS LLP**

16 Dated: November 9, 2012

17
18 BY: /s/ Terrence R. McInnis
19 Terrence R. McInnis
20 Attorneys for Plaintiff
21 AXIS REINSURANCE COMPANY

22 **MASSEY & GAIL LLP**

23 Dated: November 9, 2012

24 BY: /s/ Leonard A. Gail
25 Leonard A. Gail
26 Attorneys for Defendants and
27 Counterclaimants STRAITSHOT
28 COMMUNICATIONS, INC., and
STRAITSHOT RC, LLC



Filer's Attestation: Pursuant to Local Rule 5-1(i)(3) regarding signatures, Ross Smith hereby attests that concurrence in the filing of this document has been obtained.