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10 *Attorneys for Plaintiff*  
11 *AXIS Reinsurance Company*

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA

14 AXIS REINSURANCE COMPANY,

15 Plaintiff,

16 v.

17 TELEKENEX, INC.; ANTHONY ZABIT;  
18 KAREN SALAZAR; BRANDON CHANEY;  
19 DEANNA CHANEY; MARK PRUDELL;  
20 JOY PRUDELL; MARK RADFORD; NIKKI  
21 RADFORD; JOSHUA SUMMERS; JULIA  
22 SUMMERS; IXC HOLDINGS, INC.;  
23 STRAITSHOT COMMUNICATIONS, INC.;  
24 STRAITSHOT RC, LLC,

25 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)]**

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

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

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

STIPULATION EXTENDING TIME TO RESPOND TO  
COUNTERCLAIM

1 WHEREAS, Straitshot previously agreed to extend the time for AXIS to respond to the  
2 Counterclaim to and including November 26, 2012.

3 WHEREAS, AXIS and Straitshot stipulate and agree to further extend the time for AXIS  
4 to respond to the Counterclaim to and including January 4, 2013.

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 January 4, 2013.

14 Respectfully submitted,

15 **TROUTMAN SANDERS LLP**

16 Dated: November 26, 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 26, 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.*