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14 Attorneys for Defendants and Counterclaimants
 CLEER GEAR, LLC and PETER TSOU dba
 15 CLEER GEAR

Attorneys for Counterdefendant
 IRENE HERMAN DBA IRENE C.
 HERMAN INSURANCE SERVICES
 (erroneously sued as Irene Herman and
 Irene Herman Insurance Services)

18 UNITED STATES DISTRICT COURT
 19 NORTHERN DISTRICT OF CALIFORNIA
 20 SAN FRANCISCO DIVISION

21 PEERLESS INSURANCE COMPANY,
 22 Plaintiff,
 23 v.
 24 CLEER GEAR, LLC and PETER TSOU dba
 CLEER GEAR,
 25 Defendants.
 26

Case No. 3:14-cv-00135 MMC

**JOINT STIPULATION AND
 [PROPOSED] ORDER FOR
 CONTINUANCE OF MEDIATION
 DEADLINE AND FOR RESETTING OF
 HEARING ON MOTION TO DISMISS**

27 AND RELATED COUNTERCLAIM
 28

1 WHEREAS, on August 1, 2014, pursuant to stipulation between Plaintiff and
2 Counterdefendant Peerless Insurance Company (“Peerless”) and Defendants and
3 Counterclaimants Cleer Gear, LLC and Peter Tsou dba Cleer Gear and Counterclaimant Peter
4 Tsou, individually (collectively, “Cleer Gear”), the Court ordered the mediation deadline is
5 extended to August 28, 2014. (ECF No. 34.)

6 WHEREAS, Peerless and Cleer Gear had scheduled a mediation for August 28, 2014.

7 WHEREAS, on August 27, 2014, the appointment of the mediator was vacated by the
8 Court’s ADR Program Staff. (ECF No. 40.)

9 WHEREAS, Cleer Gear filed a first amended counterclaim on August 6, 2014 (ECF No.
10 37), and thereafter effectuated service of the counterclaim on three Counterdefendants that had
11 not been previously served in this matter.

12 WHEREAS, on September 17, 2014, Counterdefendant Irene Herman dba Irene C.
13 Herman Insurance Services [erroneously sued as Irene Herman and Irene Herman Insurance
14 Services] (“Herman”) filed an answer to the first amended counterclaim. (ECF No. 48.)

15 WHEREAS, on September 22, 2014, Counterdefendants Golden Eagle Insurance
16 Corporation (“Golden Eagle”), Liberty Mutual Group Inc. (“Liberty Mutual”), and Peerless filed
17 a motion to dismiss the first amended counterclaim, which is currently set to be heard at 9:00
18 a.m. on October 31, 2014. (ECF No. 49.)

19 WHEREAS, the parties participated in an ADR Phone Conference on September 26,
20 2014 (ECF No. 47), and the parties to this stipulation now agree to continue the mediation
21 deadline until December 12, 2014.

22 WHEREAS, Golden Eagle, Liberty Mutual, Peerless and Cleer Gear now agree to
23 continue the hearing on Golden Eagle’s, Liberty Mutual’s and Peerless’ motion to dismiss, as
24 well as the opposition and reply deadlines on such motion, so as to occur after the mediation,
25 and that the hearing be reset to January 30, 2015.

26 WHEREAS, by entering into this stipulation, the parties do not waive any claims or
27 defenses.

28 / / /

1 **STIPULATION**

2 NOW THEREFORE, it is agreed and stipulated that:

3 The mediation deadline is extended to December 12, 2014.

4 The hearing for Golden Eagle's, Liberty Mutual's and Peerless' motion to dismiss is
5 continued to January 30, 2015 at 9:00 a.m. The opposition to the motion is due on
6 January 9, 2015. The reply is due on January 16, 2015.

7 **IT IS SO AGREED AND STIPULATED.**

8 DATED: October 1, 2014 SEDGWICK LLP

9 By: /s/ James J.S. Holmes

10 James J.S. Holmes
11 Veena A. Mitchell
12 Attorneys for Plaintiff and Counterdefendant
13 PEERLESS INSURANCE COMPANY and for
14 Counterdefendants GOLDEN EAGLE INSURANCE
15 CORPORATION and LIBERTY MUTUAL GROUP INC.

16 *Filer's Attestation: Pursuant to Civil Local Rule 5-1(i)(3)*
17 *regarding signatures, James J.S. Holmes hereby attests that*
18 *concurrence in the filing of this document has been*
19 *obtained.*

20 DATED: October 1, 2014 MANNION & LOWE

21 By: /s/ Demián I. Oksenendler

22 E. Gerard Mannion
23 Wesley M. Lowe
24 Demián I. Oksenendler
25 Attorneys for Defendants and Counterclaimants
26 CLEER GEAR, LLC and PETER TSOU dba CLEER
27 GEAR

28 DATED: October 1, 2014 PORTER SCOTT

By: /s/ Christopher M. Egan

Christopher M. Egan
Kevin M. Ortiz
Attorneys for Counterdefendant
IRENE HERMAN DBA IRENE C. HERMAN
INSURANCE SERVICES


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PURSUANT TO STIPULATION, IT IS ORDERED that:

The mediation deadline is extended to December 12, 2014.

The hearing for Golden Eagle's, Liberty Mutual's and Peerless' motion to dismiss is continued to January 30, 2015 at 9:00 a.m. The opposition to the motion is due on January 9, 2015. The reply is due on January 16, 2015.

DATED: October 2, 2014



HONORABLE MAXINE M. CHESNEY
UNITED STATES DISTRICT COURT JUDGE