

1 Donald E. Dorfman (SBN 63725)
 2 ddorfman@nixonpeabody.com
 3 Andrew R. Neilson (SBN 221694)
 4 aneilson@nixonpeabody.com
 5 NIXON PEABODY LLP
 6 One Embarcadero Center, 18th Floor
 7 San Francisco, CA 94111
 8 Telephone: (415) 984-8200
 9 Facsimile: (415) 984-8300

10 Attorneys for Plaintiff
 11 WESTCHESTER SURPLUS LINES INSURANCE COMPANY

12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**
 14 **OAKLAND DIVISION**

15 WESTCHESTER SURPLUS LINES
 16 INSURANCE COMPANY,
 17
 18 Plaintiff,
 19
 20 vs.
 21
 22 URATA & SONS CEMENT, INC. and
 23 BOSA DEVELOPMENT CALIFORNIA II,
 24 INC.
 25 Defendants.

CASE NO. C 11-02438 PJH

1. **NOTICE OF CONDITIONAL SETTLEMENT**
2. **STIPULATION AND PROPOSED ORDER CONTINUING PRETRIAL DEADLINES**

26 **TO THE HONORABLE COURT:**

27 On March 6, 2012, the above-captioned parties attended mediation with Jerry Spolter, Esq. at
 28 JAMS, San Francisco. The mediation included participants and issues from above-captioned action,
 as well as the underlying action known as Liburd v. Bosa Development, Inc. et al., San Francisco
 Superior Court, Case No. CGC-09-491615 (the "Underlying Action").

The parties herein, Westchester Surplus Lines Insurance Company ("Westchester") and Urata

1 & Sons Cement, Inc. (“Urata,” collectively the “Parties”)), together with Bosa Development
2 California II, Inc. and Aon Risk Services, agreed to settle the insurance coverage issues under
3 consideration in this case. Given the number of participants and the complexity of the issues, the
4 parties are still negotiating the language of their settlement agreement.

5 **STIPULATION**

6 WHEREAS the Parties believe it would promote efficiency and the conservation of the
7 Court’s and the Parties’ resources to continue pretrial deadlines while the Parties negotiate the
8 language of their settlement agreement;

9 THEREFORE, the Parties, through their respective counsel of record, hereby agree and
10 stipulate that:

- 11 1. Urata’s responsive pleading deadline shall be continued to May 7, 2012.
12 2. The Case Management Conference currently scheduled for April 5, 2012, shall be
13 continued to June 7, 2012.

14 **SO STIPULATED.**

15
16 Dated: March 26, 2012

NIXON PEABODY LLP

17
18 By /s/ Andrew Neilson

19 _____
20 Attorneys for Plaintiff
21 WESTCHESTER SURPLUS LINES
22 INSURANCE COMPANY

23 Dated: March 26, 2012

ERICKSEN ARBUTHNOT LLP

24
25 By /s/ Andrew Sclar

26 _____
27 Attorneys for Defendant
28 URATA & SONS CEMENT, INC.

1 **[PROPOSED] ORDER**

2 For good cause appearing:

- 3 1. Defendant Urata & Sons, Inc.’s responsive pleading deadline is continued to May 7,
- 4 2012.
- 5 2. The Case Management Conference currently scheduled for April 5, 2012, is continued
- 6 to June 7, 2012 at 2:00 p.m. in Courtroom 3, 3rd Floor, Federal Building, 1301 Clay Street, Oakland,
- 7 California. The parties shall meet and confer as required by FRCP 26(f) with respect to those
- 8 subjects set forth in FRCP 16(c). Not less than seven days before the conference, counsel shall file a
- 9 joint case management statement addressing each of the items listed in the “Standing Order For All
- 10 Judges of the Northern District – Contents of Joint Case Management statement.” Any request to
- 11 reschedule the date of the conference shall be made in writing, and by stipulation if possible, at least
- 12 ten days before the date of the conference and must be based on good cause.

13 **SO ORDERED.**

14 Dated: April 3
15 ~~March~~ ____, 2012

16
17 Hon. Phyllis J. Hamilton
18
19
20
21
22
23
24
25
26
27
28

