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9 *Counsel for Defendant*
 10 *SHAC, LLC d/b/a SAPPHIRE*

11 UNITED STATES DISTRICT COURT
 12 DISTRICT OF NEVADA

12 THEODORE TRAPP, on his own behalf
 and on behalf of all others similarly
 13 situated,

14 Plaintiff,

15 vs.

16 BIG POPPA'S, LLC, a Nevada limited
 liability company d/b/a BADDA BING
 17 MEN'S CLUB; SKY TOP VENDING,
 INC., a Nevada Corporation d/b/a CAN
 18 CAN ROOM; LA FUENTE, INC., a
 Nevada corporation d/b/a CHEETAH'S;
 19 C.P. FOOD AND BEVERAGE, INC., a
 Nevada corporation d/b/a CLUB
 20 PARADISE;
 21 DÉJÀ VU SHOWGIRLS OF LAS
 VEGAS, LLC, a Nevada limited
 22 liability company d/b/a DÉJÀ VU
 SHOWGIRLS; PALOMINO CLUB,
 23 INC., a Nevada corporation d/b/a
 PALOMINO CLUB; SHAC, LLC, a
 24 Nevada limited liability company d/b/a
 25 SAPPHIRE;
 K-KEL, INC., a Nevada corporation
 26 d/b/a SPEARMINT RHINO; D.2801
 27 WESTWOOD, INC., a Nevada

Case No.: 2:09-cv-00995-LDG-PAL

[PROPOSED]
STIPULATION AND ORDER BETWEEN
THEODORE TRAPP AND SHAC, LLC
d/b/a SAPPHIRE TO EXTEND THE
DEADLINE TO FILE AND SERVE
ANSWER OR OTHERWISE RESPOND
TO COMPLAINT

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1 corporation d/b/a TREASURES;
2 LITTLE DARLINGS OF LAS VEGAS,
3 LLC, a Nevada limited liability
4 company d/b/a LITTLE DARLINGS;
5 O.G. ELIADES, A.D., LLC, a Nevada
6 limited liability company d/b/a
7 OLYMPIC GARDENS; LAS VEGAS
8 ENTERTAINMENT, LLC, a Nevada
9 limited liability company d/b/a LARRY
10 FLYNT'S HUSTLER CLUB;
11 MICHAEL A. SALTMAN d/b/a
12 MINXX; RICK'S LAS VEGAS; FRIAS
13 MANAGEMENT, LLC, a Nevada
14 limited liability company d/b/a ACE
15 CAB COMPANY and A-NORTH LAS
16 VEGAS CAB; WESTERN CAB
17 COMPANY, a Nevada corporation d/b/a
18 WESTERN CAB COMPANY and
19 WESTERN LIMOUSINE;
20 NEVADA CHECKER CAB
21 CORPORATION, a Nevada corporation
22 d/b/a CHECKER CAB COMPANY;
23 NEVADA STAR CAB
24 CORPORATION, a Nevada corporation
25 d/b/a STAR CAB COMPANY;
26 NEVADA YELLOW CAB
27 CORPORATION, a Nevada corporation
28 d/b/a YELLOW CAB COMPANY;
LUCKY CAB COMPANY OF
NEVADA, a Nevada corporation d/b/a
LUCKY TRANS; SUN CAB, INC., a
Nevada corporation d/b/a NELLIS CAB
COMPANY;
CLS NEVADA, LLC, a Nevada limited
liability company d/b/a CLS
TRANSPORTATION LAS VEGAS;
ON DEMAND SEDAN SERVICES,
LLC, a Nevada limited liability
company d/b/a ODS LIMOUSINE and
ODS CHAUFFEURED
TRANSPORTATION; BLS
LIMOUSINE SERVICE OF LAS
VEGAS, INC., a Nevada corporation
d/b/a BLS LIMOUSINE SERVICE OF
LAS VEGAS; DESERT CAB, INC., a
Nevada corporation d/b/a DESERT

1 CAB COMPANY and ODYSSEY
2 LIMOUSINE; BELL TRANS A
3 NEVADA CORPORATION, a Nevada
4 corporation d/b/a BELL TRANS;
5 TONY CHONG, an individual; and
6 DOE EMPLOYEES 1-1000;

7 Defendants.

8 Plaintiff THEODORE TRAPP ("Plaintiff"), by and through his attorneys, James E. Smyth, of
9 Kummer Kaempfer Bonner Renshaw & Ferrario and Defendant SHAC, LLC d/b/a SAPPHIRE
10 ("Defendant"), by and through its attorney, Brandon E. Roos, of Greenberg Traurig, hereby file this
11 stipulation for an order to extend the deadline to file and serve an answer or otherwise respond to
12 Plaintiff's Class Action Complaint.

13 1. On June 2, 2009 Plaintiff filed a Class Action Complaint. ("Complaint") against
14 Defendant seeking damages. An Answer or other responsive pleading is due on July 1, 2009.

15 2. Greenberg Traurig has been retained by Defendant to represent its interests in
16 connection with this matter;

17 3. On June 29, 2009, counsel for Plaintiff and Defendant conferred and an agreement
18 was reached to extend the deadline to file and serve an answer or other pleading in response to the
19 Complaint as set forth in this Order.

20 **NOW THEREFORE**, in consideration of the foregoing, the parties, through their respective
21 counsel, stipulate and agree and/or request of the Court as follows:

22 1. That the deadline to file and serve an answer or other responsive pleading to the
23 Complaint be set for July 6, 2009.

24 2. That this existence of this Stipulation does not constitute a waiver of Defendant's
25 rights or prejudice any affirmative defenses Defendant may assert as to the underlying action,
26 including any and all jurisdictional defenses. The existence of this Stipulation does not constitute a
27 waiver of plaintiff's allegation that it has been irreparable injured by Defendant's conduct, and
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Defendant shall not argue that Plaintiff's willingness to enter into this Stipulation waives Plaintiff's right to argue irreparable harm or affects that right in any way.

IT IS SO ORDERED.


PEGGY A. LEEN
United States Magistrate Judge

DATED: _____

Respectfully submitted,

GREENBERG TRAUIG, LLP

KUMMER KAEMPFER BONNER RENSHAW &
FERRARIO

By: 
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Counsel for Plaintiff Theodore Trapp