

1 party to the contract, the breach of contract claim is based on duties that were not required by the contract,
2 a tortious interference with a contract claim cannot be brought against parties who allegedly interfered
3 with their own contract, and the tortious interference claims are based on conclusory statements and
4 speculation. (ECF No. 25 at 7-10).

5 Without prejudging the outcome of the motion to dismiss, the Court finds there is a high likelihood
6 that the amended complaint will be significantly limited in scope if not eliminated when the pending
7 motion to dismiss is decided. There appears to be merit in several of Defendants' arguments against
8 Bustos' claims, and these arguments would not need further discovery to resolve.¹ After a "preliminary
9 peek" and in light of the goals of Rule 1 to "secure the just, speedy, and inexpensive" determination of all
10 cases, the Court finds that the motion to dismiss has merit and may resolve most if not all issues in
11 controversy and demonstrates good cause to stay discovery.

12 Accordingly, and for good cause shown,

13 IT IS HEREBY ORDERED that the Defendants' Motion to Stay Discovery (ECF No. 36) is
14 hereby GRANTED. In the event resolution of Defendants' motion to dismiss (ECF No. 25) does not
15 result in the disposition of this case, the parties must file a new joint discovery plan within 21 days of the
16 issuance of the order resolving that motion.

17 IT IS FURTHER ORDERED that Bustos' motions to compel discovery and for sanctions (ECF
18 Nos. 38-43) are DENIED. In the event resolution of Defendants' motion to dismiss (ECF No. 25) does
19 not result in the disposition of this case, Bustos will have the opportunity to file motions to compel
20 discovery after he re-serves his requests on Defendants and parties adhere to the procedure in LR 26-7.

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¹ The Court is persuaded by Defendants' arguments that Bustos' breach of contract claim is based on duties not specified in the contract and Bustos' interference with prospective business relationships claim is based on conclusory statements and impermissible speculation. However, the Court is not "convinced" that Bustos would be unable to state an interference with a contract claim. The Court notes that if one or more Defendants were not parties to the contract for the purpose of Bustos' breach of contract claim, they would potentially be capable of interfering with the contract for the purpose of Bustos' interference with contract claim. This issue could require further discovery to resolve.

1 IT IS FURTHER ORDERED that a status hearing is scheduled for 10:00 a.m., April 2, 2018, in
2 courtroom 3D.


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4 **NOTICE**

5 Pursuant to Local Rules IB 3-1, a party may object to orders issued by the Magistrate Judge.
6 Objections must be in writing and filed with the Clerk of the Court within fourteen days. (See LR IB 3-
7 1). The Supreme Court has held that the courts of appeal may determine that an appeal has been waived
8 due to the failure to file objections within the specified time. *Thomas v. Arn*, 474 U.S. 140, 142 (1985).
9 This circuit has also held that (1) failure to file objections within the specified time and (2) failure to
10 properly address and brief the objectionable issues waives the right to appeal the District Court's order
11 and/or appeal factual issues from the order of the District Court. *Martinez v. Ylst*, 951 F.2d 1153, 1157
12 (9th Cir. 1991); *Britt v. Simi Valley United Sch. Dist.*, 708 F.2d 452, 454 (9th Cir. 1983).

13 Under LSR 2-2, the Plaintiff must immediately file written notification with the Court of any
14 change of address. The notification must include proof of service upon each opposing party of the party's
15 attorney. **Failure to comply with this Rule may result in dismissal of the action.** (See LSR 2-2).
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18 IT IS SO ORDERED.

19 DATED this 28th day of September, 2017.

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22 CAM FERENBACH
23 UNITED STATES MAGISTRATE JUDGE
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