

1
2
3
4
5
6
7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 MICHAEL MINTON, et al.,

11 Plaintiffs,

12 v.

13 BROAN-NUTONE, LLC,

14 Defendant.

CASE NO. C16-1216JLR

ORDER DENYING
STIPULATED MOTION FOR A
SIX-MONTH EXTENSION OF
THE CASE SCHEDULE

15 Before the court is the parties' stipulated motion for an extension of the January
16 22, 2018, trial date and all other case schedule deadlines by approximately six months.
17 (Stip. Mot. (Dkt. # 18).) The court has considered the parties' stipulated motion, the
18 balance of the record, and the applicable law. Being fully advised, the court DENIES the
19 motion.

20 Plaintiffs filed this lawsuit on August 3, 2016. (Compl. (Dkt. # 1).) On
21 September 22, 2017, the parties filed a Joint Status Report, in which the parties jointly
22 represented that they believed discovery could be completed by September 15, 2017, and

1 the matter would be ready for trial on December 15, 2017. (JSR (Dkt. # 13) at 3-4.)
2 Based on these representations, the court issued a scheduling order, which largely granted
3 the parties' proposed timeline by setting the discovery cutoff on September 25, 2017, and
4 the trial date on January 22, 2018. (Sched. Ord. (Dkt. # 14) at 1.) The only justification
5 the parties provide for their requested six-month extension of the trial date and case
6 schedule is that "the parties have agreed to schedule a mediation in late summer or early
7 fall" and "agree that it will be fruitful to avoid incurring expenses associated with
8 upcoming . . . expert disclosures (currently under a July 26, 2017[,] deadline)." (Stip.
9 Mot. at 1.) The parties further aver that "[i]f settlement is not achieved, then . . . further
10 fact discovery will be necessary requiring an extension of the September 25, 2017[,]
11 discovery cutoff." (*Id.* at 1-2.)

12 Pursuant to Federal Rule of Civil Procedure 16(b)(4), "[a] schedule may only be
13 modified for good cause and with the judge's consent." Fed. R. Civ. P. 16(b)(4). "Good
14 cause" for purposes of Rule 16 focuses on the diligence of the party seeking to modify
15 the pretrial scheduling order. *Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604,
16 607-08 (9th Cir. 1992). Parties must "diligently attempt to adhere to that schedule
17 throughout the subsequent course of the litigation." *Jackson v. Laureate, Inc.*, 186
18 F.R.D. 605, 607 (E.D. Cal. 1999); *see Marcum v. Zimmer*, 163 F.R.D. 250, 254 (S.D. W.
19 Va. 1995). In part, the "good cause" standard requires the parties to demonstrate that
20 "noncompliance with a Rule 16 deadline occurred or will occur, notwithstanding [the
21 parties'] diligent efforts to comply, because of the development of matters which could
22

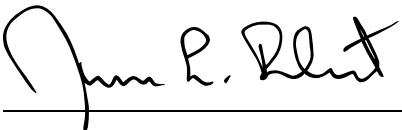
1 not have been reasonably foreseen or anticipated at the time of the Rule 16 scheduling
2 conference.” *Jackson*, 186 F.R.D. at 608.

3 The court’s scheduling order itself states that the dates are “firm” and that “[t]he
4 court will alter these dates only upon good cause shown: failure to complete discovery
5 within the time allowed is not recognized as good cause.” (Sched. Ord. at 2.) Moreover,
6 settlement negotiations do not constitute good cause justifying the modification of a
7 pretrial scheduling order. *See, e.g., Gerawan Farming, Inc. v. Rehrig Pac. Co.*,
8 No. 1:11-cv-01273 LJO BAM, 2013 WL 1164941, at *4 (E.D. Cal. Mar. 20, 2013) (“[A]s
9 a legal matter, settlement discussions do not, in of themselves, arise to good cause for
10 modifying a scheduling order.”); *Eckert v. City of Sacramento*,
11 No. 2:07-cv-00825-GEB-GGH, 2009 WL 3211278, at *2-3 (E.D. Cal. Sept. 30, 2009)
12 (citing *Brooks v. Eclipse Recreational Vehicles, Inc.*, No. CV-08-1731-PHX-LOA, 2009
13 WL 1616017, at *3 (D. Ariz. June 9, 2009)).

14 The possibility that the parties might engage in settlement negotiations or a
15 mediation near the end of the discovery period is a matter that counsel could have
16 foreseen or anticipated at the time they filed their joint status report and thereby informed
17 the court when the case would be ready for trial. Notably absent from the stipulated
18 motion is any substantive discussion related to the discovery the parties have completed
19 to date or the discovery the parties still need to perform. The court finds that the parties
20 have not established good cause for a six-month extension of the trial date and all related
21 case deadlines. Accordingly, the court DENIES the parties’ stipulated motion (Dkt. #
22 18).

1 Nevertheless, the court is not without some flexibility with respect to the parties'
2 case schedule. The court will not simply extend the parties' trial date and related case
3 deadlines by six months because this might imperil trial dates that the court has set in
4 other matters for parties who have timely prepared their cases. The court is willing,
5 however, to move this matter to the end of its trial calendar and issue a new scheduling
6 order based on that new trial date for any deadlines that have not already lapsed. In
7 deciding whether to accept this alternative, the parties should be aware that the court is
8 presently scheduling trials in late October 2018. If the parties agree on this alternative,
9 they should so inform the court within seven days of the filing date of this order.

10 Dated this 10th day of July, 2017.

A handwritten signature in black ink, appearing to read "James L. Robart", written in a cursive script.

11
12
13 _____
14 JAMES L. ROBART
15 United States District Judge
16
17
18
19
20
21
22