

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Cobian v. BET Information Systems, Inc.

Cobian · No. 3:25-cv-01999-GPC-AHG · Decided August 26, 2025

OPINION

Cobian v. BET Information Systems, Inc.

PER CURIAM.

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9 UNITED STATES DISTRICT COURT

10 SOUTHERN DISTRICT OF CALIFORNIA

11 12 ABRAHAM COBIAN, on behalf of Case No.: 3:25-cv-01999-GPC-AHG himself and all
others similarly situated,

13 ORDER DENYING JOINT MOTION

Plaintiff, TO CONTINUE EARLY NEUTRAL 14

EVALUATION CONFERENCE AND

v.

15 CASE MANAGEMENT

BET INFORMATION SYSTEMS, INC., CONFERENCE

16 Defendant. 17 [ECF No. 7]

18 19 Before the Court is the parties' Joint Motion to Continue the Early Neutral 20 Evaluation
("ENE") and Case Management Conference ("CMC") currently set for

21 September 3, 2025. ECF No. 7.

22 Parties seeking to continue an ENE must demonstrate good cause. Chmb.R. at 2 23 (stating
that any request for continuance requires "[a] showing of good cause for the 24 request"); ECF
No. 6 at 6–7 (same); see FED. R. CIV. P. 6(b) ("When an act may or must 25 be done within a
specified time, the court may, for good cause, extend the time"). Courts 26 have broad discretion
in determining whether there is good cause. See, e.g., Johnson v. 27 Mammoth Recreations, Inc.,
975 F.2d 604, 607 (9th Cir. 1992); Liguori v. Hansen, No. 28 2:11cv492-GMN-CWH, 2012 WL
760747, at *12 (D. Nev. Mar. 6, 2012). "Good cause" 1 is a non-rigorous standard that has been
construed broadly across procedural and statutory 2 contexts. Ahanchian v. Xenon Pictures, Inc.,
624 F.3d 1253, 1259 (9th Cir. 2010). The 3 good cause standard focuses on the diligence of the
party seeking to amend the scheduling 4 order and the reasons for seeking modification. Johnson,
975 F.2d at 609 ("[T]he focus of 5 the inquiry is upon the moving party's reasons for seeking
modification.... If that party was 6 not diligent, the inquiry should end.") (internal citation
omitted). Therefore, "a party 7 demonstrates good cause by acting diligently to meet the original

deadlines set forth by the 8 court.” Merck v. Swift Transp. Co., No. CV-16-01103-PHX-ROS, 2018 WL 4492362, at 9 *2 (D. Ariz. Sept. 19, 2018). 10 Here, the parties seek a 90-day continuance of the ENE and CMC. ECF No. 7. They 11 explain that Defendant plans to file a motion to compel arbitration, which Plaintiff intends 12 to oppose. Id. at 2. Plaintiff also contends that he will need to conduct arbitration-related 13 discovery, and the parties are presently discussing the scope. Id. They explain that “a brief1 14 continuance” of approximately 90 days will “conserve judicial resources while the Parties 15 work through the issues related to enforcement of the arbitration agreement and potential 16 discovery related thereto.” Id. at 3. However, the parties do not expand further. For 17 example, the parties do not propose a date certain that Defendant intends to file its motion 18 to compel arbitration. Defendant does not represent that the motion has been drafted at this 19 time or the status thereof. Plaintiff does not represent that he has determined precisely what 20 discovery is sought, or suggest a deadline for any informal production. The Court also notes 21 that the parties failed to provide a declaration from counsel, as required by the Court’s 22 Chambers Rules and the Court’s Order setting the conferences. Chmb.R. at 2 (requiring 23 that the joint motion for continuance include a “declaration from counsel seeking the 24 continuance that describes the steps taken to comply with the existing deadlines, and the 25 26 27 1 The Court notes that a 90-day continuance of an ENE is not “brief.” Local Rule 16.1(c) requires that an ENE take place within forty-five days of the filing of the first answer. If a 28 1 || specific reasons why the deadlines cannot be met”); ECF No. 6 at 7 (same). Aside from 2 || being required, a declaration would have been helpful to the Court in resolving the many 3 || omissions noted above. 4 Upon due consideration, the Court does not find good cause for a continuance. 5 || Therefore, the Court DENIES the parties’ joint motion. ECF No. 7. The Court finds that 6 “informal discussion between the attorneys and the settlement judge of every aspect of 7 ||the lawsuit in an effort to achieve an early resolution of the case,” (ECF No. 6 at 1-2), 8 || would be beneficial to the parties at this time. The Court also finds that its assistance 9 ||regarding arbitration-related discovery will be beneficial to the parties and will keep the 10 || case on track. The Court will, however, modify the conferences as follows: 11 1. The ENE set for September 3, 2025 at 3:30 p.m. via videoconference before 12 ||the Honorable Allison H. Goddard remains on calendar. The Court notes to the parties 13 || that this conference was only planned to last approximately one hour. 14 2. Named parties, party representatives, and claims adjusters for insured 15 || defendants are EXCUSED from attending the ENE. The primary attorney(s) responsible 16 || for the litigation are still required to attend. 17 3. The deadline for filing the Joint Case Management Statement is slightly 18 continued to August 28, 2025. See ECF No. 6 at 3. 19 4. The deadlines for emailing to efile_goddard @casd.uscourts.gov (not filed) the 20 || Confidential ENE Statements and Participant Lists remain on August 28, 2025. See ECF 21 || No. 6 at 2—3, 5-6. 22 5. All other videoconference procedures and requirements set forth in the 23 ||Court’s original Order setting the ENE and CMC remain in place. See ECF No. 6 at 3-6. 24 IT

IS SO ORDERED. 25 ||Dated: August 26, 2025 0 _ Siow. Xion Honorable Allison H. Goddard 27
United States Magistrate Judge 28

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