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17 *Attorney for Plaintiff*

18 **UNITED STATES DISTRICT COURT**
19 **FOR THE DISTRICT OF NEVADA**

20 JAMES V. DEPPOLETO JR.,
21 Plaintiff,

22 v.

23 TAKEOVER INDUSTRIES,
INCORPORATED,¹ MICHAEL HOLLEY,
24 TOBY McBRIDE, JOSEPH PAVLIK, TOM

CASE NO. 2:22-cv-02013-GMN-DJA

**STIPULATION AND ORDER TO
VACATE AND CONTINUE JUNE 15, 2026
TRIAL DATES AND PRETRIAL
DEADLINES**

(FIRST REQUEST)

25 _____
26 ¹ On September 10, 2025, Takeover Industries, Inc. filed for Chapter 7 liquidation in the United
27 States Bankruptcy Court, District of Nevada, Case No. 25-50831-hlb at which time a Chapter 7
28 Trustee was appointed. [ECF No. 4]. Counsel for the undersigned will share this Court’s April 20,
2026 Order [ECF No. 182] and a copy of this stipulation and proposed order with the Chapter 7
Trustee.

1 ZARRO and NEXTGEN BEVERAGES,
2 LLC,²
3
4 Defendants.

5 Plaintiff, James V. Deppoleto Jr. (“Plaintiff”), by and through his undersigned counsel, along
6 with Tom Zarro and Mike Holley, by and through their undersigned counsel, and Toby McBride and
7 Joseph Pavlick, in their individual capacities (“Defendants”) hereby submit the following Stipulation
8 and Order to Vacate and Continue June 15, 2026 Trial Dates and Pretrial Deadlines under LR IA 6-
9 1 for the Court’s review and approval:

10 WHEREAS, this action is currently set for a jury trial on June 15, 2026.

11 WHEREAS, on April 20, 2026, the Court entered an Order [ECF No. 182] granting the motion
12 to withdraw filed by counsel for Defendants Takeover Industries, Inc., Tom Zarro, Michael Holley,
13 Toby McBride, Joseph Pavlik, and NextGen Beverage, LLC.

14 WHEREAS, for the past five (5) months, Plaintiff and Defendants (including NextGen
15 Beverages, LLC) have been actively engaged in settlement negotiations and have made substantial
16 progress toward resolving this matter, recently executing a Binding Term Sheet.

17 WHEREAS, in connection with the Binding Term Sheet, the parties are in the process of
18 finalizing a comprehensive definitive settlement agreement and related documents that are being
19 documented for further execution. Various draft agreements have been circulated in connection
20 therewith, and the parties are working to resolve remaining issues necessary to fully execute a
21 definitive settlement agreement and related documents.

22 WHEREAS, on May 4, 2026, the Courtroom Administrator for Judge Gloria M. Navarro
23 contacted counsel of record in this lawsuit noting that Judge Navarro is not available during the
24 currently scheduled trial date and requested that the parties file a stipulation continuing the trial.

25
26 ² NextGen Beverages, LLC has yet to retain counsel as of May 4, 2026 pursuant to this Court’s
27 April 20, 2026 Order, primarily as a result of the ongoing settlement, potential conflicts, and
28 retention of trial counsel at this stage. NextGen Beverages, LLC has approved, and its CEO has
signed, the Binding Term Sheet.

1 WHEREAS, in light of the advanced stage of settlement negotiations and the likelihood that
2 this matter will resolve without the need for trial or this Court’s resources, the parties submit that
3 good cause exists to vacate and continue the current trial date of June 15, 2026, and all associated
4 pretrial deadlines, to allow the parties sufficient time to finalize and execute their definitive settlement
5 agreement and related agreements that will result in a stipulated dismissal of this action with
6 prejudice.

7 THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties,
8 through their undersigned counsel, and individually, that good cause exists, and subject to the Court’s
9 approval, that the: (1) current jury trial date of June 15, 2026 and all pretrial deadlines in this matter
10 are vacated; and (2) on or before June 30, 2026, or a date set by the Court, Plaintiff shall advise the
11 Court in writing as to whether the case may be dismissed, or whether a scheduling conference is
12 necessary in order to set new trial dates and pretrial deadlines.

13 **IT IS SO ORDERED** that: (1) the Parties’ stipulation to vacate and continue the June 15,
14 2026 trial dates, and all pretrial deadlines is GRANTED; and (2) on or before June 30, 2026, Plaintiff
15 shall advise the Court in writing as to whether the case may be dismissed, or whether Plaintiff requests
16 a scheduling conference in order to set new trial dates and pretrial deadlines.

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UNITED STATES MAGISTRATE JUDGE

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DATED this 4th day of May, 2026

HUSCH BLACKWELL LLP

By: /s/ Patrick M. Harvey
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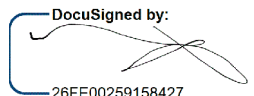
Attorney for Plaintiff

DATED this 4th day of May, 2026

McDONALD CARANO LLP

By: /s/ Ryan J. Works
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Attorneys for Defendants Tom Zarro and Michael Holley

By: 
DocuSigned by:
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Toby McBride

By: 
DocuSigned by:
BA42A8E49F43479...
Joseph Pavlik

CERTIFICATE OF SERVICE

1
2 1. On May 5, 2026, I served the following document(s): **STIPULATION AND ORDER**
3 **TO VACATE AND CONTINUE JUNE 15, 2026 TRIAL DATES AND**
4 **PRETRIAL DEADLINES**

5 2. I served the above document(s) by the following means to the persons as listed
6 below:

7 a. ECF System:

8 On all parties appearing, receiving, and requesting notice.

9 b. United States mail, postage fully prepaid:

10 Tom Zarro
11 1100 Boletus Dr.
12 Henderson, NV 89011

13 Michael Holley
14 5137 E. Armour St.
15 Cave Creek, Arizona 85331

16 Toby McBride
17 2948 Monticello Drive
18 Stockton, CA 95209

19 Joseph Pavlik
20 17047 Racoon Trail
21 Strongsville, Ohio 44136

22 Takeover Industries, Inc
23 401 Ryland St Ste 200-A
24 Reno, NV 89052

25 NextGen Beverage, LLC
26 3741 El Sereno Ave.
27 Altadena, CA 91001

28 c. Personal Service:

I personally delivered the document(s) to the persons at these addresses:

For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

For a party, delivery was made by handling the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

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d. By direct email (as opposed to through the ECF System):
Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Ryan J. Works, Esq. rworks@mcdonaldcarano.com

Jonah Gavish, Esq. jgavish@mcdonaldcarano.com

e. By fax transmission:

Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

f. By messenger:

I served the document(s) by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 5, 2026.

By: /s/ Patrick M. Harvey