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ELEMENTARY SCHOOL DISTRICT,
6 ROSALINA RIVERA and ANA RUIZ

7
8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

10 S.V., a minor, by and through her Guardian ad
11 Litem, CLAUDIA VALENCIA,

12 Plaintiff,

13 v.

14 DELANO UNION ELEMENTARY SCHOOL
DISTRICT; ROSALINA RIVERA; ANA
15 RUIZ; MICHELLE PELAYO and DOES 1
through 100, inclusive,

16 Defendants.
17

Case No. 1:17-CV-00780-LJO-JLT

**STIPULATION AND PROPOSED ORDER
TO CONTINUE NON-EXPERT
DISCOVERY DATES TO BE
CONCURRENT WITH EXPERT
DISCOVERY DATES
(Doc. 60)**

18 The parties hereby jointly submit, and stipulate and agree, as follows:

19 1. The parties have diligently engaged in discovery. After extensive interrogatory and
20 document production exchanges, the depositions of the plaintiffs were notices. The deposition of
21 plaintiff's mother and guardian took the entirety of a day, resulting in the depositions of S.V. and
22 her step-father to be reset for another date and are currently pending (they were set to take place this
23 week, but have been continued so that the parties can mediate).

24 2. The plaintiff has taken the deposition of Ms. Pelayo and Superintendent Ms. Rivera.
25 Those depositions led the plaintiff attorney to additional names at the District which the plaintiff
26 attorney set for deposition this week, but which have been continued out to allow for a mediation.

27 3. The Independent Medical Examination of S.V. had been scheduled for this week, but
28 due to its expense, the parties have agreed to move the Independent Medical Examination to a later

1 date in order to allow for the mediation to take place before the expense is occurred.

2 4. The parties had due time within the existing discovery cut off to complete their
3 discovery, all of which was properly noticed and pending, but the parties determined after the recent
4 depositions and disclosures, that it would be in the best interest of all sides to proceed to a mediation
5 now, without incurring significant additional costs (believed to total in excess of \$10,000) on
6 pending discovery this week, so that the parties can attempt to mediate and put those resources
7 towards a resolution of the case which may not be possible if all of those funds are expended before
8 the mediation.

9 5. The parties, before submitting this request and stipulation, agreed to use Retired
10 Federal Magistrate Stephen Larson as the mediator. The parties and Mr. Larson have agreed on
11 April 11, 2019, for the mediation date. In the initial stipulation, the parties advised the Court that
12 the mediation would conclude by the end of May, simply to allow for any continuances or calendar
13 conflicts that may arise, or if a second session is required. It is the intention of the parties to proceed
14 to mediation on April 11, 2019, and if, for some reason, Judge Larson is not available in the month
15 of April, the parties intend to find another mediator to hear the case in the month of April.

16 6. The parties believe there is good cause to extend the time for discovery in order to
17 allow for a mediation to take place before these expenses are incurred, as the parties were invited to
18 request and stipulate in Judge O’Neil’s original order. The parties believe their best opportunity to
19 settle this case entirely would be to extend the time for non-expert discovery until after the
20 mediation.

21 7. Based upon the magistrate’s prior order, the parties now stipulate and agree that the
22 only date that shall be extended is the non-expert disclosure (it is noted that there was a
23 typographical error in the original stipulation and proposed order to continue all discovery dates,
24 wherein the phrase “non-expert” was inadvertently listed as “new expert” discovery cut off).

- 25 • Non-expert discovery cut off of May 17, 2019.

26 The parties stipulate and agree that non-expert discovery, and expert discovery, shall run
27 concurrently and no other dates or deadlines in this case shall be moved.

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Dated: March 26, 2019

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: /s/ Anthony N. DeMaria
 Anthony N. DeMaria
Attorneys for Defendants, DELANO UNION
ELEMENTARY SCHOOL DISTRICT,
ROSALINA RIVERA and ANA RUIZ

Dated: March 26, 2019

RODRIGUEZ & ASSOCIATES

By: /s/ Daniel Rodriguez
 Daniel Rodriguez
Attorneys for Plaintiff, S.V., a minor by and
through her GAL, CLAUDIA VALENCIA

Dated: March 26, 2019

By: /s/ Christopher Hagen
 Christopher Hagen
Attorneys for Defendant, MICHELLE PELAYO

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ORDER

Based upon the stipulation of counsel, the representation of the parties, and the description of the mediation pending by the parties, the Court **ORDERS**:

1. All non-expert discovery cut off SHALL be completed no later than May 17, 2019.

IT IS SO ORDERED.

Dated: March 26, 2019

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE