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STARBUCKS CORPORATION  
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12 UNITED STATES DISTRICT COURT  
13 EASTERN DISTRICT OF CALIFORNIA  
14

15 LUIS VILLEGAS,

16 Plaintiff,

17 v.

18 KC PROP, LLC, a California Limited  
Liability Company; STARBUCKS  
19 CORPORATION, a Washington  
Corporation; and DOES 1-10,  
20

21 Defendants.  
22

Case No. 1:18-CV-00274-SKO

**JOINT REQUEST AND  
STIPULATION AND ORDER  
REGARDING SETTLEMENT  
CONFERENCE DEADLINES AND  
DISCOVERY STAY**

Date Action Filed: February 23, 2018

Settlement Conf.: February 14, 2019

Pretrial Conf.: August 14, 2019

Trial: October 8, 2019  
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1 Plaintiff Luis Villegas (“Plaintiff”) and Defendant Starbucks Corporation  
2 (“Defendant”), by and through their respective counsel of record, hereby agree to the  
3 following:

4 WHEREAS, Plaintiff alleged in his Complaint that there are two specific barriers  
5 to his access in violation of Title III of the Americans with Disabilities Act (“ADA”) and  
6 related state law at 33300 Bernard Drive, Kettleman, California (“Property”), which is  
7 leased by Defendant (Dkt. 1);

8 WHEREAS, Defendant contends that it has remediated one of the two alleged  
9 barriers to access, leaving only one alleged ADA violation at issue: The failure to provide  
10 a 36” length of accessible sales counter surface that is free from obstructions (Dkt. 1;  
11 ¶25);

12 WHEREAS, Defendant maintains that under the 2010 ADA Standards (“ADAS”)  
13 904.4.1 (36 C.F.R. § Pt. 1191, App. D) Exception (the “904.4.1 Exception”)<sup>1</sup> a public  
14 accommodation is permitted to provide less than 36” of sales counter space for use by  
15 customers where the entire counter is at an accessible height;

16 WHEREAS, in *Johnson v. Starbucks*, Case No. 17-cv-02454-WHA, currently  
17 pending in the Northern District of California, the United States Department of Justice  
18 (“DOJ”) has accepted the Court’s invitation to file an Amicus Brief regarding the proper  
19 interpretation the 904.4.1 Exception. (A copy of the Court’s invitation to file an Amicus  
20 Brief in *Johnson v. Starbucks* and the DOJ’s acceptance of the invitation are attached as  
21 Exhibits A and B, respectively.);

22 WHEREAS, an agency’s informal interpretations and amicus arguments regarding  
23 its own regulations are entitled to deference. *See Auer v. Robbins*, 519 U.S. 452, 461  
24 (1997) (holding that the DOL’s amicus interpretation of its own regulation was entitled to  
25 deference);

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27 <sup>1</sup> The Exception states: (“Where the provided counter surface is less than 36 inches (915  
28 mm) long, the entire counter surface shall be 36 inches (915 mm) high maximum above  
the finish floor.”)

1           WHEREAS, the DOJ's interpretation of the 904.4.1 Exception is highly relevant to  
2 the Court's evaluation of Plaintiff's claims against Defendant, and will impact the  
3 Parties' assessment of the value of the case, the preparation of their Settlement  
4 Conference Statements, and their positions at the Settlement Conference;

5           WHEREAS, the DOJ anticipates filing the Amicus Brief by February 11, 2019  
6 (*see* Exhibit B);

7           WHEREAS, the Parties' Settlement Conference Statements are currently due on  
8 February 8, 2019;

9           WHEREAS, a Settlement Conference in this matter is scheduled for February 14,  
10 2019; and

11           WHEREAS, the Parties agree that the chances of a productive Settlement  
12 Conference will be significantly improved if the Parties have the opportunity to consider  
13 the DOJ's interpretation of the 904.4.1 Exception in the anticipated Amicus Brief to be  
14 filed in *Johnson v. Starbucks*; and

15           WHEREAS, the Parties agree to stay discovery until the DOJ's anticipated filing  
16 of the Amicus Brief on February 11, 2019 in order to avoid the unnecessary expenditure  
17 of time and resources.

18           NOW, THEREFORE, the Parties hereby jointly request and stipulate that:

19           1.     The deadline to submit Settlement Conference Statements be continued to  
20 February 19, 2019;

21           2.     The Court continue the Settlement Conference to a date of the Court's  
22 choosing sometime after February 19, 2019; and

23           3.     Discovery is stayed until February 11, 2019 and the deadline to serve  
24 currently outstanding discovery responses be tolled until February 11, 2019.

25           **IT IS SO STIPULATED.**

26           Pursuant to Local Rule 131(e), counsel for Plaintiff has authorized submission of  
27 this document on his behalf.  
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DATED: January 22, 2019

SEYFARTH SHAW LLP

By: /s/ Myra B. Villamor

Myra B. Villamor  
Attorneys for Defendant  
STARBUCKS CORPORATION

DATED: January 22, 2019

CENTER FOR DISABILITY ACCESS

By: /s/ Dennis Price

Dennis Price  
Attorneys for Plaintiff  
LUIS VILLEGAS

1 **ORDER**

2 Pursuant to the stipulation of the parties (ECF No. 31), and finding good cause, IT  
3 IS ORDERED:

- 4 1. The deadline to submit Settlement Conference Statements is continued to  
5 **March 26, 2019.**
- 6 2. The Settlement Conference is continued to **April 4, 2019, at 1:00 p.m.**
- 7 3. The deadline to serve currently outstanding discovery responses is extended  
8 to **February 11, 2019.**

9 IT IS SO ORDERED.

10 Dated: **January 24, 2019**

11 /s/ Eric P. Groj  
12 UNITED STATES MAGISTRATE JUDGE