

1 Tanya E. Moore, SBN 206683
2 MOORE LAW FIRM, P.C.
3 300 South First Street, Suite 342
4 San Jose, California 95113
5 Telephone: (408) 298-2000
6 Facsimile: (408) 298-6046
7 Email: service@moorelawfirm.com
8
9 Attorney for Plaintiff,
10 Jose Trujillo
11
12
13
14
15
16
17
18

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JOSE TRUJILLO,) No. 1:22-cv-00983-BAM
13 vs.)
14 BALDOMERO V. CISNEROS dba QUE)
15 PASA MEXICAN CAFE, et al.;)
16 Defendants.)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

WHEREAS, a Mandatory Scheduling Conference in this matter is currently scheduled for January 23, 2023, having been continued once previously from November 10, 2022 by the Court to allow the parties time to complete the site inspection and engage in settlement discussions;

WHEREAS, as discussed at the November 10, 2022 Mandatory Scheduling Conference, Plaintiff Jose Trujillo (“Plaintiff”) and Defendants Baldomero V. Cisneros dba Que Pasa Mexican Café and Heiskell Ranches, L.P. (“Defendants,” and together with Plaintiff, “the Parties”), the parties to this action, have been engaged in settlement discussions, whereby Plaintiff had duly noticed an inspection of the property that is the subject of this Americans with

STIPULATION FOR CONTINUANCE OF MANDATORY SCHEDULING CONFERENCE;
{PROPOSED} ORDER

1 Disabilities Act Title III action, which inspection was scheduled to take place on December 9,
2 2022;

3 **WHEREAS**, Plaintiff's inspection of the subject property was subsequently continued
4 from December 9, 2022 to February 8, 2023 on the request of Defendant Baldomero V. Cisneros
5 dba Que Pasa Mexican Café due to an unforeseen emergency;

6 **WHEREAS**, in furtherance of settlement discussions the Parties have agreed that
7 following Plaintiff's inspection on February 8, 2023 and upon receipt of Plaintiff's consultant's
8 findings, he will provide a proposed settlement agreement to Defendants which will identify all
9 injunctive relief he is seeking;

10 **WHEREAS**, the Parties will thereafter continue to engage in good faith settlement
11 discussions for the purpose of resolving Plaintiff's claims and are optimistic that this matter can
12 be resolved amicably; and

13 **WHEREAS**, in the meantime the Parties wish to conserve the Court's time and
14 resources, as well as the Parties' resources in order to promote settlement;

15 **NOW, THEREFORE**, the Parties stipulate and jointly request that the Mandatory
16 Scheduling Conference currently scheduled for January 23, 2023 be continued to a date on or
17 after March 23, 2023 at the Court's convenience.

IT IS SO STIPULATED.

Dated: January 16, 2023

MOORE LAW FIRM, P.C.

/s/ *Tanya E. Moore*

Tanya E. Moore
Attorney for Plaintiff,
Jose Trujillo

Dated: January 17, 2023

CLIFFORD & BROWN

/s/ William A. Bruce

William A. Bruce
Attorneys for Defendant,
Baldomero V. Cisneros d

STIPULATION FOR CONTINUANCE OF MANDATORY SCHEDULING CONFERENCE;
[PROPOSED] ORDER

1
2 Dated: January 16, 2023

McCORMICK, KABOT & LEW APC.

3
4 /s/ Chad M. Lew
5 Chad M. Lew
6 Attorneys for Defendant,
7 Heiskell Ranches, L.P.

8 **ORDER**

9 The parties having so stipulated and good cause appearing,
10 IT IS HEREBY ORDERED that the Mandatory Scheduling Conference currently set for
11 January 23, 2023 is continued to April 6, 2023 at 9:30 AM in Courtroom 8 (BAM) before
12 Magistrate Judge Barbara A. McAuliffe. The parties are to file their updated Joint Scheduling
13 Report including an update on settlement efforts no later than seven days prior to the Mandatory
14 Scheduling Conference.

15 IT IS SO ORDERED.
16

17 Dated: January 18, 2023

/s/ Barbara A. McAuliffe
18 UNITED STATES MAGISTRATE JUDGE

21
22
23
24
25
26
27
28

STIPULATION FOR CONTINUANCE OF MANDATORY SCHEDULING CONFERENCE;
{PROPOSED} ORDER