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15 UNITED STATES DISTRICT COURT  
 16 EASTERN DISTRICT OF CALIFORNIA

17 JUNE RIDDICK; PATRICIA HARDY;  
 18 NATALIE MADEROS; VALERIE  
 LYNN; and LISA VALES,

19 Plaintiffs,

20 v.

21 AT&T; YP WESTERN DIRECTORY  
 22 LLC,

23 Defendant.

Case No. 2:12-CV-02033-KJM-AC

**STIPULATION AND ORDER RE  
 PLAINTIFFS' MIL #4;  
 PROPOSED ORDER THEREON**

24  
 25 Plaintiffs June Riddick, Patricia Hardy, Natalie Maderos and Valerie Lynn  
 26 (“Plaintiffs”), and Defendant YP Western Directory LLC (“YP”) (collectively  
 27 referred to as the “Parties”), by and through their undersigned counsel of record,  
 28

1 here by stipulate, and by this Stipulation request the Court's approval, to the  
2 following:

3 1. The Parties having further met and conferred in connection with  
4 Plaintiffs' Motion In Limine #4 for an order excluding "evidence, reference or  
5 innuendo regarding any collateral source payments of unemployment and disability  
6 benefits" agree as follows:

- 7 a. YP agrees not to offer any evidence at trial regarding the  
8 amount of dollars Plaintiffs received in connection with  
9 any application for unemployment and/or disability  
10 benefits.
- 11 b. The jury will be instructed that Plaintiff Natalie Maderos is  
12 not eligible to recover any backpay for the year period,  
13 from July 1, 2014 to June 1, 2015, because that represents  
14 time when she was disabled from working anywhere.<sup>1</sup>
- 15 c. The Parties agree that if any of the other Plaintiffs were  
16 unable to work due to disability, the jury will be instructed  
17 that such Plaintiffs are not eligible to recover backpay for  
18 the period of that disability.

19  
20 2. The Parties make this stipulated request for the purposes of expediency  
21 and judicial economy.

22  
23 **IT IS SO STIPULATED:**  
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26 <sup>1</sup> "[T]he 'general rule' is that 'an employer is not liable for backpay during the  
27 periods that an improperly employee is unavailable for work due to disability.'  
28 (Blackburn v. Sturgeon Services International, Inc., et al., 2014 WL 1275919  
(E.D. Ca. 2014), (Citing EEOC v. Timeless Invs., Inc., 734 F.Supp.2d 1035,  
1059 (E.D. Ca. 2010) and Canova v. NLRB, 708 F.2s 1498, 1505 (9<sup>th</sup> Cir.  
1983).)

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Dated: November 13, 2017

WOLFLICK & SIMPSON

By: /s/ David B. Simpson  
DAVID B. SIMPSON  
Attorneys for Defendant  
YP ADVERTISING & PUBLISHING  
LLC, sued and formerly known as YP  
WESTERN DIRECTORY LLC

Dated: November 13, 2017

PAIRAVI LAW, P.C.

By: /s/ Edwin Pairavi  
EDWIN PAIRAVI  
Attorneys for Plaintiffs  
June Riddick, Patricia Hardy, Natalie  
Maderos, and Valerie Lynn

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**ORDER**

**IT IS HEREBY ORDERED**

Pursuant to the stipulation between the Plaintiffs JUNE RIDDICK, PATRICIA HARDY, NATALIE MADEROS and VALARIE LYNN (“Plaintiffs”), and Defendant YP WESTERN DIRECTORY LLC:

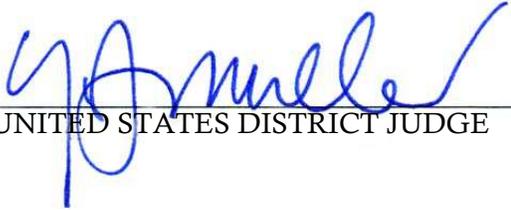
1. YP will not offer any evidence at trial regarding the amount of dollars Plaintiffs received in connection with any application for unemployment and/or disability benefits.

2. The jury will be instructed that Plaintiff Natalie Maderos is not eligible to recover any backpay for the year period, from July 1, 2014 to June 1, 2015, because that represents time when she was disabled from working anywhere.

3. If any of the other Plaintiffs were unable to work due to disability, the jury will be instructed that such Plaintiffs are not eligible to recover backpay for the period of that disability.

**IT IS SO ORDERED.**

DATED: November 22, 2017.

  
UNITED STATES DISTRICT JUDGE