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Attorney for Plaintiff SCOTT JOHNSON

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

) Case No.: 2:14-CV-01442-GEB-KJN

SCOTT JOHNSON,

Plaintiff,

V.

MIRI PIRI, INC., a California Corporation;
DE VEGA BROTHERS, INC., a California
Corporation; and Does 1-10,

Defendants.

- (1) Joint Stipulation of Fact Regarding Defendants' Financial Wherewithal;
- (2) Joint Stipulation Regarding Defendants' Discovery Responses;
- (3) Order Thereon.

JOINT STIPULATION

The following terms, phrases, and definitions will be applied in this stipulation and are intended to conform to the usage given in the Americans with Disabilities Act Accessibility Guidelines:

Joint Stipulation and Order

ADAAG:	Americans with Disabilities Act Accessibility Guidelines found at 28 C.F.R. Part 36.
ACCESSIBLE:	Complying with the technical requirements of the ADAAG.
SUBJECT PROPERTY:	De Vega Brothers Restaurant located at or about 515 N Main Street, Manteca, California.
READILY ACHIEVABLE:	Shall have the same definition as that found at 42 U.S.C. § 12181(9).
BARRIER:	Any architectural or configuration element of the subject property that does not comply with the technical provisions found in the Americans With Disabilities Act Accessibility Guidelines and/or Title 24 of the California Code of Regulations, and which is identified in the Plaintiff's complaint.

PLAINTIFF SCOTT JOHNSON AND DEFENDANTS MIRI PIRI, INC., AND DE VEGA BROTHERS, INC., BY AND THROUGH THEIR ATTORNEYS OF RECORD, HEREBY STIPULATE:

WHEREAS Plaintiff has propounded written discovery to assist him in determining the ability of the Stipulating Defendants to undergo “readily achievable” barrier removal and to support Plaintiff’s damages assessment; and

WHEREAS such discovery information is of a personal and confidential nature and, therefore, the Stipulating Defendants have a legitimate concern about unnecessarily producing such information;

The Plaintiff and the Stipulating Defendants enter into the following stipulation:

Plaintiff: Plaintiff will currently forbear from propounding any discovery that seeks information concerning the financial status, ability, or wherewithal of the Stipulating Defendants. Plaintiff also

withdraws all discovery already propounded concerning this information, including but not limited to: Interrogatories, Set One, nos. 3, 13 and 14 and Requests for Production of Documents, Set One, nos. 9, 11 and 12.

Stipulating Defendants: The Stipulating Defendants hereby declare that in determining whether the removal of a BARRIER is READILY ACHIEVABLE, factors such as the (1) Stipulating Defendant's financial resources; (2) the facility's financial resources; (3) the "effect on expenses and resources"; and (4) impact on finances, shall NOT be raised by STIPULATING DEFENDANTS as a defense as to why the Stipulating Defendant cannot remedy and/or remove those alleged BARRIERS. Defendants further stipulate to respond fully to all discovery requests not concerning the financial status, ability, or wherewithal of the Stipulating Defendants within 14 days of the Court's Order.

NOTE: Stipulating Defendants are not stipulating (A) liability to the Plaintiff; (B) that the above identified barrier removals are required by law; (C) that the above referenced barriers exist; or (D) that they are subject to the ADA or related state disability access laws.

NOTE: The parties understand that the Plaintiff reserves his right to seek financial information in support of a claim for punitive damages. However, Plaintiff will forbear from seeking that information until Plaintiff believes that further discovery information warrants the prosecution of a punitive damages claim against the Stipulating Defendants. Even if Plaintiff reaches a decision that a punitive damages claim should be prosecuted, Plaintiff will, nonetheless, wait until the end of the discovery window to request such information so as to allow maximum opportunity for resolution of the case.

IT IS SO STIPULATED.

Dated: May 19, 2015

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2 By: /s/ Amanda Lockhart
3 AMANDA LOCKHART
4 Attorney for Plaintiff
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Dated: May 19, 2015

MICHAEL D. WELCH ASSOCIATES

By: /s/Michael D. Welch
MICHAEL D. WELCH
Attorney for Defendants

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Case No.: 2:14-CV-01442-GEB-KJN
Order Regarding Joint Stipulation of Fact and
Discovery

ORDER

Having read the Joint Stipulation of Fact Regarding Defendants' Financial Wherewithal and Discovery Responses, the Court hereby orders Defendant to respond to all outstanding discovery requests not withdrawn by Plaintiff within 14 days.

IT IS SO ORDERED.

Dated: June 25, 2015

Kendall J. Newman
KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE