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Attorney for Plaintiff SCOTT JOHNSON

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SCOTT JOHNSON,

Plaintiff,

v.

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

Defendants.

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

- (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:

1 **ADAAG:** Americans with Disabilities Act Accessibility Guidelines found
2 at 28 C.F.R. Part 36.
3 **ACCESSIBLE:** Complying with the technical requirements of the ADAAG.
4 **SUBJECT PROPERTY:** De Vega Brothers Restaurant located at or about 515 N Main
5 Street, Manteca, California.
6 **READILY ACHIEVABLE:** Shall have the same definition as that found at 42 U.S.C. §
7 12181(9).
8 **BARRIER:** Any architectural or configuration element of the subject
9 property that does not comply with the technical provisions
10 found in the Americans With Disabilities Act Accessibility
11 Guidelines and/or Title 24 of the California Code of
12 Regulations, and which is identified in the Plaintiff's complaint.

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

16 **WHEREAS** Plaintiff has propounded written discovery to assist him in determining the
17 ability of the Stipulating Defendants to undergo "readily achievable" barrier removal and to support
18 Plaintiff's damages assessment; and

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

22 The Plaintiff and the Stipulating Defendants enter into the following stipulation:
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26 **Plaintiff:** Plaintiff will currently forbear from propounding any discovery that seeks information
27 concerning the financial status, ability, or wherewithal of the Stipulating Defendants. Plaintiff also
28

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

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

12
13 **NOTE:** Stipulating Defendants are **not** stipulating (A) liability to the Plaintiff; (B) that the above
14 identified barrier removals are required by law; (C) that the above referenced barriers exist; or (D) that
15 they are subject to the ADA or related state disability access laws.

16
17 **NOTE:** The parties understand that the Plaintiff reserves his right to seek financial information in
18 support of a claim for punitive damages. However, Plaintiff will forbear from seeking that information
19 until Plaintiff believes that further discovery information warrants the prosecution of a punitive
20 damages claim against the Stipulating Defendants. Even if Plaintiff reaches a decision that a punitive
21 damages claim should be prosecuted, Plaintiff will, nonetheless, wait until the end of the discovery
22 window to request such information so as to allow maximum opportunity for resolution of the case.

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24 **IT IS SO STIPULATED.**

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26 Dated: May 19, 2015

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By: /s/ Amanda Lockhart
AMANDA LOCKHART
Attorney for Plaintiff

Dated: May 19, 2015

MICHAEL D. WELCH ASSOCIATES

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

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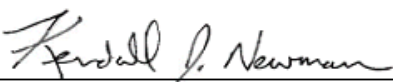
SCOTT JOHNSON,)	Case No.: 2:14-CV-01442-GEB-KJN
)	
Plaintiff,)	
v.)	
)	Order Regarding Joint Stipulation of Fact and
MIRI PIRI, INC., a California Corporation;)	Discovery
DE VEGA BROTHERS, INC., a California)	
Corporation; and Does 1-10,)	
)	
Defendants.)	
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ORDER

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
UNITED STATES MAGISTRATE JUDGE