

1 CENTER FOR DISABILITY ACCESS  
 2 MARK D. POTTER, ESQ., SBN 166317  
 3 PHYL GRACE, ESQ., SBN 171771  
 4 Mail: P.O. Box 262490  
 5 San Diego, CA 92196-2490  
 6 Deliveries: 9845 Erma Road, Suite 300  
 7 San Diego, CA 92131  
 8 Phone: (858) 375-7385  
 9 Fax: (888) 422-5191  
 10 phylg@potterhandy.com

11 Attorney for Plaintiff SCOTT JOHNSON

12 UNITED STATES DISTRICT COURT  
 13 EASTERN DISTRICT OF CALIFORNIA

14 SCOTT JOHNSON, ) Case No.: 2:14-CV-01730-JAM-EFB  
 15 )  
 16 Plaintiff, )  
 17 v. )  
 18 JOHN PAUL BOURBEAU; )  
 19 TAQUERIA YVETTE, INC., a California )  
 20 Corporation; and Does 1-10, )  
 21 Defendants. )

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

22 **JOINT STIPULATION**

23  
 24 The following terms, phrases, and definitions will be applied in this stipulation and are  
 25 intended to conform to the usage given in the Americans with Disabilities Act Accessibility  
 26 Guidelines:

27 **ADAAG:** Americans with Disabilities Act Accessibility Guidelines found

1 at 28 C.F.R. Part 36.

2 **ACCESSIBLE:** Complying with the technical requirements of the ADAAG.

3 **SUBJECT PROPERTY:** Taqueria Yvette and the Rusty Hook located at or about 947 and  
4 955 E Yosemite Ave., Manteca, California.

5 **READILY ACHIEVABLE:** Shall have the same definition as that found at 42 U.S.C. §  
6 12181(9).

7 **BARRIER:** Any architectural or configuration element of the subject  
8 property that does not comply with the technical provisions  
9 found in the Americans With Disabilities Act Accessibility  
10 Guidelines and/or Title 24 of the California Code of  
11 Regulations, and which is identified in the Plaintiff’s complaint.

12 **PLAINTIFF SCOTT JOHNSON AND DEFENDANTS JOHN PAUL BOURBEAU; AND**  
13 **TAQUERIA YVETTE, INC., BY AND THROUGH THEIR ATTORNEYS OF RECORD,**  
14 **HEREBY STIPULATE:**

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

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

21 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, no. 4, and Requests for Production of Documents, Set One, no. 9.

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

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

15  
16 **NOTE:** The parties understand that the Plaintiff reserves his right to seek financial information in  
17 support of a claim for punitive damages. However, Plaintiff will forbear from seeking that information  
18 until Plaintiff believes that further discovery information warrants the prosecution of a punitive  
19 damages claim against the Stipulating Defendants. Even if Plaintiff reaches a decision that a punitive  
20 damages claim should be prosecuted, Plaintiff will, nonetheless, wait until the end of the discovery  
21 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.**

1 Dated: September 23, 2015

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

Dated: September 23, 2015

MICHAEL D. WELCH ASSOCIATES

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

**ORDER**

Having read the Joint Stipulation of Fact Regarding Defendants' Financial Wherewithal and Discovery Responses, it is hereby ORDERED that the stipulation is approved. Defendant Taqueria Yvette, Inc. shall respond to all outstanding discovery requests not withdrawn by plaintiff within 14 days of the date of this order.

**IT IS SO ORDERED.**

Dated: October 7, 2015.

  
EDMUND F. BRENNAN  
UNITED STATES MAGISTRATE JUDGE