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6 Attorneys for Defendant Paul & Paul, Inc.

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 9 UNITED STATES DISTRICT COURT  
 10 EASTERN DISTRICT OF CALIFORNIA

11 SCOTT JOHNSON,	)	Case No. 2:14-cv-02562-MCE-EFB
	)	
12 Plaintiff,	)	
v.	)	<b>JOINT STIPULATION TO CONTINUE THE</b>
	)	<b>MAY 5, 2016 SETTLEMENT</b>
13 PAUL & PAUL, INC., a California	)	<b>CONFERENCE; ORDER THEREON</b>
14 Corporation; and Does 1-10,	)	
	)	
15 Defendants.	)	
	)	Complaint Filed: November 3, 2014
	)	
	)	
	)	

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19 Defendant Paul & Paul, Inc. ("Defendant") and plaintiff Scott Johnson ("Plaintiff")  
20 submit the following stipulation to continue the May 5, 2016 settlement conference.

21 **RECITALS**

22 1. On January 15, 2016, the Court notified the parties that it was unavailable  
23 for a settlement conference on February 18, 2016, at 9:00 a.m., which was the previously  
24 scheduled date and time. Accordingly, the Court offered three alternative dates,  
25 including May 5, 2016, which is the currently-scheduled date for the settlement  
26 conference.

27 2. Both parties notified the Court that May 5, 2016 would work for the  
28 settlement conference. Since that time, however, Defendant's principal, Paul Grewal, has

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1 become unavailable on that date because he will be out of the country. Mr. Grewal is the  
2 individual with the requisite settlement authority to resolve the matter on behalf of  
3 Defendant, and his attendance is necessary.

4 3. Immediately upon learning of Defendant's unavailability, on April 18, 2016,  
5 counsel notified the Court of the issue. The Court stated that Defendant needed to file a  
6 motion or submit a joint stipulation to continue the settlement conference.

7 4. Thereafter, Defendant's counsel approached Plaintiff's counsel to request  
8 that the parties stipulate to continue the settlement conference. Plaintiff's counsel  
9 responded that there was no problem with the continuance but that the settlement  
10 conference needed to be rescheduled for the earliest date possible.

11 **STIPULATION**

12 1. The parties agree that, with the Court's permission, the May 5, 2016  
13 settlement conference should be vacated.

14 2. The parties further stipulate that the settlement conference should be reset  
15 for the Court's earliest available date.

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17 **STIPULATED TO AND APPROVED BY:**

18 Dated: April 27, 2015

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By: /s/ Josh H. Escovedo

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Josh H. Escovedo  
State Bar No. 284506  
Attorneys for Defendant Paul & Paul, Inc.

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25 Dated: April 27, 2015

**POTTER HANDY, LLP**

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By: /s/ Phyl Grace

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Phyl Grace  
State Bar No. 171771

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Attorneys for Plaintiff Scott Johnson

**ORDER**

The Parties have stipulated to the continuance of the May 5, 2016 settlement conference. The parties also request the Court reset the mandatory settlement conference for the earliest available date.

**IT IS SO ORDERED.**

Dated: May 1, 2016

/s/ Gregory G. Hollows

UNITED STATES MAGISTRATE JUDGE