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 LARAE BROWN

19 UNITED STATES DISTRICT COURT

20 FOR THE NORTHERN DISTRICT OF CALIFORNIA

21 SAN FRANCISCO DIVISION

22 LARAE BROWN,

23 Plaintiff,

24 v.

25 CITY OF OAKLAND, a municipal
 26 corporation; DEBORAH EDGERLY, in her
 27 official capacity as the City Administrator
 for the CITY OF OAKLAND; DOES 1
 through 25, inclusive,

28 Defendants.

Case No. C08-03972 VRW

Complaint Filed: 8/20/2008

Amended Complaint Filed: 3/12/2009

**JOINT STIPULATION TO EXTEND
 DISCOVERY CUT-OFF AND
~~PROPOSED~~ ORDER EXTENDING
 DISCOVERY CUT-OFF**

1 Plaintiff LaRae Brown, Defendant City of Oakland, and Defendant Deborah Edgerly
2 (collectively the "Parties") through their respective counsel stipulate as follows:

3 WHEREAS, the Court, upon stipulation of the Parties through their respective counsel,
4 and to facilitate the Parties' intent to mediate this dispute, set February 15, 2011, as an interim
5 non-expert discovery completion date, and vacating the pretrial scheduling order in all other
6 respects;

7 WHEREAS, the Parties continue to believe that it is to their best interests to conduct
8 limited discovery of five critical witnesses (Larae Brown, Bill Noland, Deborah Edgerly, Terry
9 Adelman, and Cheryl Taylor) and then proceed to mediation to try to resolve this litigation;

10 WHEREAS, the Parties have completed the depositions of Terry Adelman and Cheryl
11 Taylor, and one day of the deposition of Plaintiff LaRae Brown;

12 WHEREAS, the Parties have been continuing to work cooperatively and diligently in
13 trying to schedule mutually available dates to complete the remaining depositions;

14 WHEREAS, the previous mutually agreed-upon deposition schedule was subject to the
15 trial schedule of Defendant Deborah Edgerly's lead counsel Gary Lafayette, who was scheduled
16 to be in trial in the Superior Court of California in Fresno County beginning on January 18, 2011;

17 WHEREAS, the trial in Fresno County proceeded as scheduled and will continue at least
18 through February 25, 2011;

19 WHEREAS, Mr. Lafayette is scheduled to be in trial in the Superior Court of California
20 in San Francisco County beginning on February 22, 2011. A request has been made to continue
21 the trial to March 14, 2011, and the matter will be heard on February 15, 2011;

22 WHEREAS, Mr. Lafayette is scheduled to be in trial in the Superior Court of California
23 in Merced County beginning on April 12, 2011;

24 WHEREAS, Bill Noland is not under the control of any party to this action and, therefore,
25 must be subpoenaed;

26 WHEREAS, due to ongoing availability issues, the Parties have, despite reasonable and
27 good faith efforts, been unable to find mutually available dates prior to the current non-expert
28 discovery cut-off date of February 15, 2011 to complete the depositions of Plaintiff LaRae

1 Brown, Bill Noland, and Deborah Edgerly;

2 WHEREAS, the Parties continue to believe that it is to their best interests to conduct the
3 aforementioned limited discovery and to complete the depositions of Plaintiff LaRae Brown, Bill
4 Noland, and Deborah Edgerly and then proceed to mediation by June 30, 2011, to try to resolve
5 this litigation;

6 WHEREAS, the Parties stipulate to continue the non-expert discovery cut-off date from
7 February 15, 2011, to May 27, 2011; and

8 WHEREAS, the Parties agree that if this case is not successfully mediated by June 30,
9 2011, the Parties will request a scheduling conference to obtain the deadlines for the completion
10 of expert and non-expert discovery;

11 IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES:

12 That the non-expert discovery cut-off date be continued from February 15, 2011, to May
13 27, 2011; and

14 That if this case is not successfully mediated by June 30, 2011, the Court shall set a
15 scheduling conference on the earliest date after June 30, 2011, convenient to the Court, to
16 consider the Parties' joint proposed pretrial scheduling order, including setting deadlines for the
17 completion of expert and non-expert discovery.

18 Respectfully submitted,

19 Dated: February 14, 2011

LAFAYETTE & KUMAGAI LLP

20 /s/ Michael J. Eng

21 MICHAEL J. ENG
22 Attorneys for Defendant
23 DEBORAH EDGERLY

24 Dated: February 14, 2011

RUIZ & SPEROW, LLP

25 /s/ Jonathan D. Martin

26 JONATHAN D. MARTIN
27 Attorneys for Defendant
28 CITY OF OAKLAND

1 Dated: February 14, 2011

LAW OFFICES OF JOHN L. BURRIS

2 /s/ John L. Burris

3 JOHN L. BURRIS

4 Attorney for Plaintiff

LARAE BROWN

5
6
7 **ORDER**

8 PURSUANT TO THE STIPULATION BETWEEN THE PARTIES IT IS HEREBY
9 ORDERED:

10 The non-expert discovery cut-off date of February 15, 2011, is continued to May 27,
11 2011.

12 IT IS FURTHER ORDERED,

13 If successful mediation has not occurred by June 30, 2011, the Parties shall notify the
14 Court and provide the Court with a joint proposed pretrial scheduling order, and the Court shall
15 set a scheduling conference on a date after June 30, 2011, convenient to the Court.

16 IT IS SO ORDERED.

17
18 Date: February 15, 2011



United States District Court Judge