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25 Attorneys for Defendants
 26 RITZ -CARLTON HOTEL
 27 COMPANY, LLC, SHC HALF
 28 MOON BAY, LLC and DTRS
 29 HALFMOON BAY, LLC

30 UNITED STATES DISTRICT COURT
 31 NORTHERN DISTRICT OF CALIFORNIA

32 RICHARD SKAFF

33 Plaintiff,

34 V.

35 RITZ -CARLTON HOTEL
 36 COMPANY, LLC; SHC HALF
 37 MOON BAY, LLC; DTRS HALF
 38 MOON BAY, LLC; and DOES 1-25,
 39 Inclusive,

40 Defendants.

41 CASE NO. C 10 01115 CRB
 42 Civil Rights

43 **STIPULATION, DECLARATION,
 44 AND [~~PROPOSED~~] ORDER FOR
 45 ENLARGEMENT OF TIME TO
 46 COMPLETE THE GENERAL
 47 ORDER 56 JOINT SITE
 48 INSPECTION AND TO HOLD
 49 THE GENERAL ORDER 56
 50 "MEET AND CONFER"**

51 Local Rule 6-2

52 _____/
 53 Stipulation, Declaration, And [Proposed] Order For
 54 Enlargement Of Time To Complete the General Order56
 55 Joint Site Inspection And to Hold The General Order 56
 56 "Meet And Confer"

1 **STIPULATION**

2 Plaintiff RICHARD SKAFF, by and through his attorney, and Defendants
3 RITZ-CARLTON HOTELCOMPANY, LLC, SHC HALF MOON BAY, LLC, and
4 DTRS HALF MOON BAY, LLC, by and through their attorneys, stipulate to an
5 enlargement of time from June 24, 2010 to July 20, 2010 to complete the General
6 Order 56 and Court Scheduling Order Joint Site Inspection and an enlargement of
7 time from July 6, 2010 to August 20, 2010 to hold the General Order 56 “meet and
8 confer.”

9 _____The parties to this action further stipulate that they have been working
10 amicably and cooperatively together and that it is through no fault of either the
11 plaintiff or the defendants that the joint site inspection was not completed by June
12 24, 2010.

13 The parties further stipulate that the defendants have granted the plaintiff
14 the right to inspect requested areas of the property in good faith and that none of the
15 defendants has waived its right to assert that the scope of the plaintiff’s inspection
16 described in plaintiff’s declaration exceeds the scope of inspection permissible
17 under the Court’s General Order 56 as it applies to the complaint in this action.

18 The parties further stipulate that defendants have not waived their rights to
19 assert that plaintiff lacks standing to seek relief for the entire scope of issues
20 described in plaintiff’s counsel’s declaration.

21 _____The parties further stipulate that this Stipulation may be signed in
22 counterparts and that facsimile or electronically transmitted signatures shall be as
23 valid and binding as original signatures.

24 //

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26 //

1 Date: June 29,2010

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

2 /s/ Sidney J. Cohen

3
4 Sidney J. Cohen
Attorney for Plaintiff Richard Skaff

5 Date: June 29, 2010

HINSHAW & CULBERTSON and
DEUTSCH, KERRIGAN & STILES

7 /s/ Anne D. O’Niell

8 Anne D. O’Niell
9 Attorneys for Defendants Ritz-Carlton
Hotel Company, LLC, SHC Half Moon Bay,
10 LLC, and DTRS Half Moon Bay, LLC

11 **DECLARATION OF SIDNEY J. COHEN**

12 I, Sidney J. Cohen, declare:

13 1. I am counsel for Plaintiff in this action. I am an attorney in good
14 standing and licensed to practice in the courts of California, in the United States
15 District Courts for the Northern, Eastern, and Central Districts, in the United
16 States Court of Appeals for the Ninth Circuit, and in the United States Supreme
17 Court. If called upon to testify, I would testify as follows:

18 2. Pursuant to General Order 56 and this Court’s Scheduling Order,
19 the parties were required to hold a joint site inspection by no later than June 24,
20 2010 at the property and premises of the Ritz Carlton Hotel in Half Moon Bay,
21 California.

22 3. On June 22, 2010, the parties, counsel, and expert consultants attended
23 an all day site inspection at the property and premises of the Hotel.

24 4. Plaintiff’s two expert consultants were not able to complete their
25 inspection of the property and premises on June 22, 2010 for a variety of reasons,
26 including but not necessarily limited to the following: the broad scope of the areas
27

1 and items to inspect in the Hotel itself, which contains 261 guestrooms, numerous
2 meeting rooms, multiple restaurants, multiple public restrooms, a fitness center, spa,
3 beauty salon, elevators, shops, etc; the broad scope of the areas and items to inspect
4 in additional structures on the property, including but not limited to a separate
5 parking structure, cottages, colony club, tennis courts, etc.; the broad scope of the
6 areas and items to inspect on the numerous paths of travel, sidewalks, curbs, etc
7 spread out over the large common areas between the Hotel and related facilities and
8 along the coastal paths of travel; and the inability to gain access to inspect certain
9 areas and items due to the fact that the Hotel was at, or close to, 100% occupancy
10 on June 22, 2010, including but not limited to the inability to inspect all but one of
11 the designated accessible guestrooms and certain meeting rooms and meeting areas,

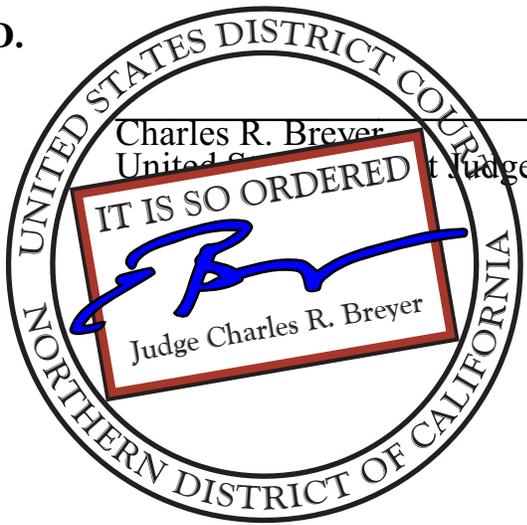
12 5. Having anticipated in advance of the June 22, 2010 joint site inspection
13 date that it might take more than one day to conduct the inspection, counsel for the
14 parties had tentatively reserved June 24, 2010 to return to the Hotel to complete the
15 inspection of any remaining items. However, in a discussion with Hotel personnel
16 at the conclusion of the June 22, 2010 inspection counsel were advised that the
17 Hotel was 100% booked for June 24, 2010 and further was booked at or close to
18 100% through approximately July 7, 2010. Consequently, it became clear that access
19 to a substantial portion of the remaining items to inspect, including but not
20 necessarily limited to the numerous designated accessible guestrooms, could not be
21 obtained during the period that the Hotel was booked at, or close to, 100%.

22 6. In further discussion with Hotel personnel at the conclusion of the June
23 22, 2010 inspection counsel for the parties learned that the Hotel was booked to only
24 approximately 40% to 50% capacity from approximately July 7-20, 2010, and
25 counsel presently are in the process of setting a date during that approximate time
26 frame to complete the joint site inspection.

1 by which the parties are to hold the “meet and confer” to August 20, 2010.

2 **IT IS SO ORDERED.**

3 **Date:** June 30, 2010



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