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 SOQUEL CREEK WATER DISTRICT
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9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

11 JOHN ALEXIOU,
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 13 Plaintiff,
 14 v.
 15 SOQUEL CREEK WATER DISTRICT, et al.,
 16 Defendants.

Case No.: 3:11-cv-03836.

STIPULATION TO EXTEND TIME TO COMPLETE ADR

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 18 IT IS HEREBY STIPULATED by and between the parties, by and through undersigned counsel
 19 and after consulting with the court-appointed mediator, as follows:

- 20 1. The plaintiff’s medical bills were mostly paid by Medicare, which will now assert a
 21 statutory claim for reimbursement.
 22 2. Under California law, the plaintiff’s medical special damages are limited to the amounts
 23 for which he is responsible, which is the amount paid by Medicare or any other third-party provider.
 24 3. While the plaintiff has sought the conditional payment letter from Medicare, he has not
 25 received it.
 26 4. Until the true amount of the plaintiff’s damages is reasonably clear, it will be difficult to
 27 discuss the value of the case, which is the purpose of ADR. The parties would like to have the
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1 conditional payment letter if possible, so that there is objective information that all parties can look to in
2 preparing their positions. They are hopeful the letter will arrive in January.

3 4. After meeting and conferring with the mediator and making a good-faith effort, with the
4 number of parties involved, it proved impossible to schedule the mediation within the time set by this
5 court's order, which was 90 days after the initial case management conference, or January 18, 2012.

6 5. The parties did set the mediation for February 9, 2012, the earliest date that was open for
7 all parties and the mediator.

8 6. For this reason, the parties seek the court's leave to conduct ADR on February 9, 2012
9 and that the time to complete ADR is continued to that date or a later date if the court sees fit.

10 IT IS SO STIPULATED.

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12 Dated: January 10, 2012

LAW OFFICE OF S. COLIN BROWN

13
14 By: /s/
S. Colin Brown
Attorneys for Plaintiff
JOHN ALEXIOU

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16
17 Dated: January 10, 2012

COUNTY OF SANTA CRUZ

18
19 By: /s/
Dana McRae, County Counsel
Jason M. Heath, Asst. County Counsel
Attorneys for Defendant
COUNTY OF SANTA CRUZ

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21
22 Dated: January 10, 2012

LAW OFFICES OF LISA NICOL

23
24 By: /s/
Lisa Nicol
Attorneys for Defendant
PACIFIC GAS & ELECTRIC COMPANY

1 Dated: January 10, 2012


LaMORE, BRAZIER, RIDDLE & GIAMPAOLI

2
3 By: /s/
4 Thomas S. Brazier
5 Eric Steinle
6 Attorneys for Defendant
7 SOQUEL CREEK WATER DISTRICT

8 **ORDER ON STIPULATION**

9 The stipulation of the parties to seek leave for extra time to conduct ADR on February 9, 2012 is
10 based on good cause. It is therefore the order of this court that the parties shall conduct ADR on
11 February 9, 2012 and the authority of the mediator is extended to that date.

12 Dated: January 11, 2012.

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15 William Alsup
16 UNITED STATES DISTRICT JUDGE
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