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 Francisca Moralez

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 8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**  
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11 FRANCISCA MORALEZ, 12                   Plaintiff, 13           vs. 14 LUZ PATRICIA NAVARRO dba CINCO DE MAYO RESTAURANT, et al., 15                   Defendants. 16 17	) No. 3:17-cv-00676-JST ) ) <b>SECOND STIPULATION TO EXTEND</b> ) <b>DEADLINE TO COMPLETE JOINT SITE</b> ) <b>INSPECTION REQUIRED BY GENERAL</b> ) <b>ORDER 56; [<del>PROPOSED</del>] ORDER</b> ) ) ) ) ) ) ) )
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18           Plaintiff, Francisca Moralez (“Plaintiff”), and Defendants, Luz Patricia Navarro dba  
 19 Cinco de Mayo Restaurant; Douglas W. Knight; Katherine K. Robbins, Trustee of the  
 20 Katherine K. Robbins Trust dated February 2, 2001; Julienne Lemoine; and James M. Lemoine  
 21 (collectively “Defendants,” and together with Plaintiff, “the Parties”), by and through their  
 22 respective counsel, hereby stipulate as follows:

23           1.       This action arises out of Plaintiff’s claims that Defendants denied her full and  
 24 equal access to their public accommodation on account of her disability in violation of Title III  
 25 of the Americans with Disabilities Act (“ADA”) and parallel California law. Plaintiff seeks  
 26 injunctive relief under federal and California law, as well as damages under California law.  
 27 This matter therefore proceeds under this district’s General Order 56 which governs ADA  
 28 access matters.

SECOND STIPULATION TO CONTINUE DEADLINE FOR JOINT SITE INSPECTION;  
~~PROPOSED~~ ORDER

1           2.       The Parties previously stipulated, and the Court has ordered, that the Parties  
2 conduct a joint site inspection of the subject property on or before June 20, 2017 (Dkt. 22).

3           3.       The Parties have been working together cooperatively to seek an informal  
4 resolution of this matter. To this end, the Parties are circulating a draft settlement agreement,  
5 and are in the process of approving and/or revising the language of the agreement and coming  
6 to an agreement on the monetary terms of settlement.

7           4.       The Parties wish additional time to finalize settlement without the need to  
8 conduct the joint site inspection, in order to minimize the additional expenditure of attorneys'  
9 fees and costs.

10          5.       The Parties have agreed to conduct the joint site inspection on July 12, 2017 at  
11 12:00 p.m. unless a settlement is reached prior to that date.

12          6.       Accordingly, the Parties stipulate to extend the deadline to conduct the joint site  
13 inspection to July 12, 2017.

14  
15 **IT IS SO STIPULATED.**

16 Dated: June 20, 2017

MISSION LAW FIRM, A.P.C.

17  
18 /s/ Zachary M. Best

Zachary M. Best  
Attorneys for Plaintiff,  
Jose Trujillo

19  
20  
21 Dated: June 20, 2017

VAUGHAN & ASSOCIATES

22  
23 /s/ Cris C. Vaughan

Cris C. Vaughan  
Attorneys for Defendants  
Luz Patricia Navarro dba Cinco de Mayo  
Restaurant; Douglas W. Knight; Katherine K.  
Robbins, Trustee of the Katherine K. Robbins  
Trust dated February 2, 2001; Julienne Lemoine;  
and James M. Lemoine

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**ORDER**

The Parties having so stipulated and good cause appearing,

**IT IS HEREBY ORDERED** that the deadline for the Parties to complete the joint site inspection is extended to July 12, 2017, with all dates triggered by that deadline continued accordingly. The Court is unlikely to grant any further extensions.

**IT IS SO ORDERED.**

Dated: June 21, 2017

  
\_\_\_\_\_  
United States District Judge