

1 BRUCE NAPELL (State Bar No. 115116)
 2 BRYAN W. DILLON (State Bar No. 203052)
 3 SINGLER, NAPELL & DILLON, LLP
 4 127 S. Main Street
 5 Sebastopol, California 95472
 6 Telephone: (707) 823-8719
 7 Facsimile: (707) 823-8737

8 Attorneys for Defendant

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

11 ALBERT DYTCH, an individual;

12 Plaintiff,

13 vs.

14 MI CASA PROPERTIES, LLC, a
 15 California Limited Liability Company,

16 Defendant.

CASE NO.: CV-09-4888 PJH

17 **STIPULATION GRANTING**
 18 **EXTENSION OF TIME TO PERFORM**
 19 **REMEDIAL WORK**

SINGLER, NAPELL & DILLON, LLP
 127 S. Main Street, Sebastopol, CA 95472
 (707) 823-8719 (707) 823-8737 Fax

20 **STIPULATION FOR ORDER EXTENDING TIME FOR PERFORMANCE OF**
 21 **REMEDIAL WORK**

- 22 1. On October 13, 2009, plaintiff filed this action with the Court.
- 23 2. In June, 2010, the parties entered into a Settlement Agreement pursuant to
- 24 which Defendant agreed to perform specific remedial work to the Maya Palenque restaurant
- 25 premises which the parties agreed would result in the removal of barriers to access in
- 26 compliance with the requirements of Federal and State law. The settlement agreement also
- 27 provided for payment by Defendant to Plaintiff of damages and attorneys' fees, with payments
- 28

1 to be made in nine monthly installments.

2 3. On June 16, 2010 the Court dismissed this action with prejudice,
3 pursuant to the parties' Stipulation of Dismissal. Pursuant to the Order the Court retained
4 jurisdiction to enforce the terms of the settlement, as provided in *Kokkonen v. Guardian Life*
5 *Insurance Co. Of America*, 511 U.S. 375 (1994).
6

7 4. Defendant has made all payments to Plaintiff required under the settlement
8 agreement. Due to lack of financial resources, and to the death on April 1, 2011 of Defendant's
9 principal, Defendant has not been able to perform the agreed upon remedial work, and will not
10 be able to do so by the deadline established in the Settlement Agreement.
11

12 5. On or about November 3, 2010 Defendant (along with its principal and an
13 associated entity) was again sued for violation of the State and Federal disabled access laws.
14 That now pending matter is *Mendoza v. Maya Palenque Restaurant, et al.*, N.D. California
15 Action No. 10-4978).
16

17 6. The parties therefore agree that the deadline for completion of the
18 remedial work agreed to in the Settlement Agreement in this matter is extended for six
19 months, until December 12, 2011, and that any associated deadlines are similarly extended.
20 Provided, however, that if the matter of *Mendoza v. Maya Palenque Restaurant* is settled
21 within that time, and a schedule for completion of remedial work is agreed to and approved
22 by the Court in conjunction with the settlement of that matter, the terms of that settlement
23 (solely with regard to the scope and timing of remedial work at Maya Palenque Restaurant)
24 will supersede the terms of the Settlement Agreement in this matter.

25 7. The Parties further request that the Court retain jurisdiction to enforce the
26 Settlement Agreement for an additional six months, or until June 16, 2012.

27 **STIPULATION**

28 All parties, through their respective counsel hereby stipulate that, subject to Court

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1 approval, Defendant Mi Casa Properties, LLC shall have an extension of six months of its time
2 for completing the remedial work agreed to in the Settlement Agreement herein, and the Court
3 retains jurisdiction to enforce the terms of the Settlement Agreement until June 16, 2012.

4 Further, that if the matter of *Mendoza v. Maya Palenque Restaurant* (N.D. California
5 Action No. 10-4978) is settled within that time, and a schedule for completion of remedial work
6 is agreed to and approved by the Court in conjunction with that settlement, the terms of that
7 settlement (solely with regard to the scope and timing of remedial work at Maya Palenque
8 Restaurant) will supersede the terms of the Settlement Agreement in this matter.
9

10 Dated: June 28, 2011

11 By: _____ /s/

12 Bruce Napell
13 Singler, Napell & Dillon, LLP
14 127 S. Main Street
15 Sebastopol, CA 95472
16 707-823-8719
17 Attorney for Defendant Mi Casa Properties, LLC

18 By: _____ /s/

19 Thomas N. Stewart, III
20 369 Blue Oak Lane, 2nd Floor
21 Oakland, CA 94517
22 925-672-8452
23 Attorney for Plaintiff Albert Ditch

24 Dated July 6, 2011

25 PURSUANT TO STIPULATION, IT IS SO ORDERED:

26 JUDGE
27 United States District
28 Northern District

