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Attorney for Defendants  
ALEXANDER THA SAN, INDIVIDUALLY AND DBA  
CHESTNUT STREET COFFEE ROASTERY; PETER J.  
PLESSAS AND PAULA M. PLESSAS (ERRONEOUSLY  
SUED AS PAUL M. PLESSAS), TRUSTEES OF THE  
JOHN P. PLESSAS REVOCABLE INTER VIVOS TRUST  
AGREEMENT DATED FEBRUARY 23, 2000

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CRAIG YATES, AN INDIVIDUAL,  
  
Plaintiff,  
  
vs.  
  
CHESTNUT STREET COFFEE ROASTERY;  
ALEXANDER THA SAN, AN INDIVIDUAL  
DBA CHESTNUT STREET COFFEE  
ROASTERY; PETER J. PLESSAS AND PAUL  
M. PLESSAS, TRUSTEES OF THE  
JOHN P. PLESSAS REVOCABLE INTER  
VIVOS TRUST AGREEMENT DATED  
FEBRUARY 23, 2000,  
  
Defendants.

Case No.: CV103581-CW

**STIPULATION RE CONTINUING  
DEADLINE FOR THE PARTIES TO  
CONDUCT THE JOINT SITE  
INSPECTION; AND [~~PROPOSED~~]  
ORDER THEREON**

**STIPULATION RE CONTINUING DEADLINE FOR THE  
PARTIES TO CONDUCT THE JOINT SITE INSPECTION; AND  
[~~PROPOSED~~] ORDER THEREON**

1 Plaintiff CRAIG YATES and defendants ALEXANDER THA SAN, an individual dba  
2 CHESTNUT SRTEET COFFEE ROASTERY; PETER J. PLESSAS and PAULA M. PLESSAS,  
3 Trustees of the JOHN P. PLESSAS REVOCABLE INTER VIVOS TRUST AGREEMENT dated  
4 FEBRUARY 23, 2000, by and through their respective counsel, respectfully request and stipulate,  
5 as follows:

6 1. Whereas, due to scheduling conflicts the parties are unable to conduct the joint site  
7 inspection of the premises by November 22, 2010, as Ordered by General Order 56;

8 2. Whereas, the parties are scheduled to conduct the joint site inspection of the subject  
9 premises on December 2, 2010; and

10 3. Whereas, in light of the above, plaintiff CRAIG YATES and defendants  
11 ALEXANDER THA SAN, an individual dba CHESTNUT STREET COFFEE ROASTERY;  
12 PETER J. PLESSAS and PAULA M. PLESSAS, Trustees of the JOHN P. PLESSAS  
13 REVOCABLE INTER VIVOS TRUST AGREEMENT dated FEBRUARY 23, 2000, agree,  
14 stipulate and respectfully request that the last day for the parties and counsel to conduct the joint  
15 inspection of the premises be continued up to and including DECEMBER 19, 2010.

16 **IT IS STIPULATED.**

17  
18 Respectfully submitted,

19 Dated: November 17, 2010

ALLMAN & NIELSEN, P.C.

20  
21 By: \_\_\_\_\_/s/\_\_\_\_\_

22 Sara B. Allman  
23 Attorney for Defendants  
24 ALEXANDER THA SAN,  
25 INDIVIDUALLY AND DBA  
26 CHESTNUT STREET COFFEE  
27 ROASTERY; PETER J. PLESSAS  
28 AND PAULA M. PLESSAS  
29 (ERRONEOUSLY SUED HEREIN AS  
30 PAUL M. PLESSAS), TRUSTEES OF  
31 THE JOHN P. PLESSAS  
32 REVOCABLE INTER VIVOS TRUST  
AGREEMENT DATED FEBRUARY  
23, 2000

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Dated: November 17, 2010

THOMAS E. FRANKOVICH  
A PROFESSIONAL LAW CORP.

By: \_\_\_\_\_/s/\_\_\_\_\_  
Thomas E. Frankovich  
Attorney for Plaintiff  
CRAIG YATES

**ORDER**

IT IS ORDERED that the last day for the parties and counsel to conduct the joint site inspection of the premises be continued up to and including December 19, 2010.

Dated: November 19, 2010

  
\_\_\_\_\_

Honorable Claudia Wilken  
United States District Judge