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24 **UNITED STATES DISTRICT COURT**  
 25 **NORTHERN DISTRICT OF CALIFORNIA**  
 26 **SAN JOSE DIVISION**

27 HECTOR FLORES,  
 28 Plaintiff,  
 vs.  
 OCB RESTAURANT COMPANY, LLC., and  
 DOES 1 through 10, inclusive,  
 Defendants.

Case No. 5:11-CV-02091-HRL

**STIPULATION AND ~~PROPOSED~~  
 ORDER CONTINUING INITIAL CASE  
 MANAGEMENT CONFERENCE**

Action Filed: March 24, 2011  
 Trial Date: None Set

1 **STIPULATION**

2 **IT IS HEREBY STIPULATED AND AGREED** by and between Plaintiff Hector  
3 Flores (“Plaintiff”) and his attorney of record Polaris Law Group, LLP, by William L. Marder,  
4 and Defendant OCB Restaurant Company, LLC (“Defendant”), by its attorneys of record  
5 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., by Gregory C. Cheng, that the following  
6 Stipulation may be entered as an Order by the Court to give effect to the stipulations set forth  
7 below:

8 1. **WHEREAS**, the current initial case management conference has been scheduled  
9 for September 27, 2011;

10 2. **WHEREAS**, counsel for Defendant, Gregory C. Cheng, has a mediation  
11 scheduled for September 27, 2011, in the case *Swanson v. GMR Marketing, LLC, et al.*, Contra  
12 Costa Superior Court Case No. MSC 11-00261 (“Swanson”);

13 3. **WHEREAS**, the Swanson mediation is scheduled and will take the full day on  
14 September, 27, 2011. Because the required deposit has been paid and travel arrangements have  
15 been made by all parties in the Swanson mediation, counsel for Defendant is unable to  
16 reschedule the mediation;

17 4. **WHEREAS**, the next available date for both parties to attend the initial case  
18 management conference is on October 4, 2011, or any date thereafter (except October 18 or 25,  
19 2011); and

20 5. **WHEREAS**, good cause exists to continue the initial case management  
21 conference to October 4, 2011, or a date thereafter convenient for the Court.

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