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 5 Cecil Shaw

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 9 **UNITED STATES DISTRICT COURT**  
 10 **NORTHERN DISTRICT OF CALIFORNIA**

11 CECIL SHAW,	)	No. 5:13-cv-01546-LHK
	)	
12 Plaintiff,	)	<b>STIPULATION CONTINUING DATES IN</b>
	)	<b>SCHEDULING ORDER UNDER</b>
13 vs.	)	<b>GENERAL ORDER 56; [PROPOSED]</b>
	)	<b>ORDER</b>
14 BERNARD B. MIRKIN, et al.,	)	
	)	
15 Defendants.	)	
	)	
16	)	
17	)	

18 **WHEREAS**, on April 5, 2013, the Court issued its Scheduling Order for Cases  
 19 Asserting Denial of Right of Access under the Americans with Disabilities Act (ECF No. 10)  
 20 (“the Scheduling Order”);

21 **WHEREAS**, the last date by which the parties must conduct a site inspection of the  
 22 subject properties is July 19, 2013;

23 **WHEREAS**, Defendants provided to Plaintiff on June 25, 2013 their consultant’s  
 24 Certified Access Specialist Reports (“Reports”) which purports to identify all barriers the  
 25 consultant found to exist at the properties:

26 **WHEREAS**, the Parties desire to seek a resolution of Plaintiff’s equitable claims based  
 27 upon the Reports without the additional costs associated with Plaintiff’s retention of his own  
 28 consultant, or the fees associated with the Parties’ attendance at the joint site inspection;

STIPULATION CONTINUING DATES IN SCHEDULING ORDER UNDER GENERAL ORDER 56;  
 [PROPOSED] ORDER

1           **WHEREAS**, the Parties are cautiously optimistic that they will be able to reach a  
2 settlement in this matter;

3           **WHEREAS**, the Parties do not intend to waive Plaintiff's right to retain his own  
4 consultant and conduct a joint site inspection of the subject properties should a settlement not  
5 be reached, and therefore the Parties simply wish to continue the last date by which the site  
6 inspection must be conducted to afford them time to reach an informal resolution;

7           **WHEREAS**, counsel for Plaintiff will be on vacation for the first two weeks of July,  
8 and a site inspection had been scheduled for June 27, 2013. However, with the provision to  
9 Plaintiff of the Reports on June 25, 2013, the Parties seek to continue the date of the site  
10 inspection to a mutually agreeable date in later July 2013, again with the hope that the matter  
11 will settle in its entirety prior to such date;

12           **NOW, THEREFORE**, the Parties hereby stipulate that the last date by which the site  
13 inspection must be conducted in this action be continued from July 19, 2013 to July 31, 2013.

14           **IT IS SO STIPULATED.**

15 Dated: June 26, 2013

MOORE LAW FIRM, P.C.

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17           /s/ Tanya E. Moore

Tanya E. Moore,  
Attorneys for Plaintiff, Cecil Shaw

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19           LAW OFFICE OF MICHAEL ACKERMAN

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21           /s/ Michael G. Ackerman

Michael G. Ackerman  
Attorney for Defendants  
Bernard B. Mirkin and Rosemarie A. Mirkin

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24           CROSBY & CROSBY  
A PROFESSIONAL LAW CORPORATION

25           /s/ Michael C. Crosby

26           Michael C. Crosby,  
27           Attorney for Defendant  
28           LEE'S SANDWICH CORPORATION dba  
LEE'S SANDWICHES

STIPULATION CONTINUING DATES IN SCHEDULING ORDER UNDER GENERAL ORDER 56;  
~~PROPOSED~~ ORDER

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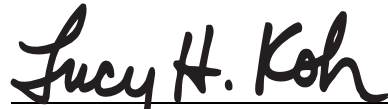
**ORDER**

The Parties having so stipulated and good cause appearing,

**IT IS HEREBY ORDERED** that the last date by which the Parties must conduct a joint site inspection of the subject properties be continued from July 19, 2013 to July 31, 2013.

**IT IS SO ORDERED.**

Dated: July 2, 2013



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Lucy H. Koh  
United States District Judge