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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SIGITAS RAULINAITIS,	)	<b>CASE NO. CV 13-2605MAN</b>
	)	
Plaintiff,	)	<b>JOINT CASE MANAGEMENT</b>
	)	<b>STATEMENT AND FACTUAL</b>
vs.	)	<b>STIPULATION</b>
	)	
VENTURA COUNTY SHERIFFS	)	
DEPARTMENT,	)	
Defendants.	)	
	)	
	)	
	)	
	)	

**I. JOINT CASE MANAGEMENT STATEMENT AND FACTUAL  
STIPULATION**

Counsel have met and conferred extensively and worked well together to devise a plan for expeditious resolution of this matter and now seek the Court's approval thereof. Plaintiff contends that Defendant's definition of residency as applied to a statutory license to carry a concealed weapon violates State Law and therefore his Rights under the Second Amendment.

1       II.    BACKGROUND

2           Plaintiff applied for and was denied a permit to carry a concealed weapon by  
3 Ventura County because the Sheriff determined that Plaintiff was not a Ventura  
4 County resident under the Sheriff's definition of residence. Plaintiff contends that the  
5 Sheriff's interpretation of the word "residence" requires the applicant to demonstrate  
6 that the County is Plaintiffs' "primary residence." Plaintiff believes that inclusion of  
7 that concept is inconsistent with the statutory scheme and Supreme Court authority  
8 such that it is not a reasonable exercise of the Sheriff's discretion.

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10       III.   JOINT STIPULATION OF FACTS

- 11       1. Plaintiff applied for and was denied a permit for a concealed weapon by  
12 Defendant because he was not a resident of Ventura County.
- 13       2. Defendant defines residence as: The County in which a person spends most of  
14 his or her time and conducts most of his or her activities.
- 15       3. Defendant determined that Plaintiff did not meet the standards for this  
16 definition and Plaintiff agrees that he does not meet the terms of this definition.
- 17       4. Plaintiff owns and maintains a home in Ventura County. Plaintiff also  
18 maintains homes in Los Angeles and San Bernardino County.

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20       IV.   LEGAL DISPUTES

- 21       1. The Sheriff contends that he has discretion to define the term resident as he  
22 has done. Plaintiff contends that resident is defined by California law as  
23 only requiring some physical abode in the County that is more than a  
24 temporary visit.
- 25       2. If the Court finds Plaintiff is a resident, does the Sheriff get to revisit the  
26 application to approve or deny based upon good cause, or does the Sheriff's  
27 prior statutory decision require that he approve Plaintiffs application under  
28 the Statute?

1       V.   PROPOSED RESOLUTION

2           In lieu of cross motions for summary judgment(there being few, if any,  
3   disputed facts), the parties propose that plaintiff file a motion based upon the  
4   stipulated facts, legal disputes and declarations addressing any material the Plaintiff  
5   believes necessary for the Court's consideration. Plaintiff will file the motion on  
6   June 7, 2013. Defendant will file a responsive brief on June 14, 2013, along the same  
7   lines. Plaintiff may then file a notice submitting on the briefs, in which case both  
8   sides waive oral argument. Alternatively, Plaintiff may file a reply brief by June 21,  
9   2013. Such a reply brief shall not exceed the scope of issues raised in Defendant's  
10   brief, but Plaintiff may submit evidence along with the reply brief. Defendant may  
11   then file a sur-reply brief by June 28, 2013. This brief, however, may not contain any  
12   evidentiary submissions and must be limited in scope to the contents and issues in  
13   Plaintiff's reply brief. All of these dates carry a three court day grace period. The  
14   matter shall thereafter stand submitted.

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16       VI.   DISCOVERY & TRIAL

17           In the event the Court does not dispose of the entire matter by Summary  
18   Judgment, then the parties will meet and confer to agree upon a discovery plan and  
19   trial date.

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VII. SETTLEMENT DISCUSSIONS

Plaintiff has offered to settle this action in exchange for a permit with a waiver of all fees and costs incurred with a confidentiality provision. Defendant has rejected Plaintiff's offer and believes it is vested with the discretion to adopt its definition of residency. There is no middle ground upon which the parties could meet that would make exploring settlement via ADR realistic.

May 28, 2013

/s/

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Jonathan W. Birdt  
Counsel for Plaintiff

May 28, 2013

/s/

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Jeff Held  
Counsel for Defendant