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23 Sheriff Alex Villanueva, and Barbara Ferrer

24 **UNITED STATES DISTRICT COURT**

25 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

26 ADAM BRANDY, et al.,

27 Plaintiffs,

28 vs.

Case No. 2:20-cv-2874

**PARTIES' JOINT RULE 26(F) REPORT**

Scheduling Conf.: May 19, 2023

Time: 10:00 a.m.

Courtroom 7B

1 ALEX VILLANUEVA, in his official  
2 capacity as Sheriff of Los Angeles  
3 County, et al.,

Hon. André Birotte, Jr.

4 Defendants.

5  
6 **INTRODUCTION AND STATUS RE SETTLEMENT**

7 Pursuant to this Court’s Order of April 17, 2023 [ECF No. 84], the parties  
8 hereto, plaintiffs Jonah Martinez et al. (“Plaintiffs”) and defendants County of Los  
9 Angeles, Sheriff Alex Villanueva, and Barbara Ferrer (“County Defendants”)  
10 hereby and jointly submit this report as required by the Court and Fed. R. Civ Pro.  
11 26(f), in advance of the Scheduling Conference to be held on May 19, 2023 at  
12 10:00 a.m. in Courtroom 7B of this Court.

13 Plaintiffs’ Position re Settlement: Plaintiffs report that the parties settled this  
14 matter at a mediation with Judge Patrick Walsh (Ret.) on January 26, 2023.  
15 Plaintiffs with settlement authority were in attendance, and a representative of the  
16 County of Los Angeles, who purported to have settlement authority, was also in  
17 attendance. At the mediation, which was held remotely, the County agreed to a  
18 settlement, the terms of which were then memorialized in an email that Judge  
19 Walsh sent to the parties’ counsel on January 26, 2023.

20 Following the mediation, counsel for the County insisted upon preparing the  
21 long-form agreement, and said they would be seeking official approval from the  
22 County of the same.

23 One month later, on February 24, 2023, plaintiffs’ counsel undersigned  
24 asked counsel for the County what the status of the long form agreement was.

25 On February 28, 2023, counsel for the County responded by email that “we  
26 have invested considerable time and effort drafting all of the terms of the  
27 agreement. The County, however, has not yet completed its internal review of all of  
28 the provisions, which must be done before it is circulated. While we do not expect

1 this process to take that much longer, would Plaintiffs have any objection to  
2 continue the current scheduling conference by 30 days?”

3 Based upon the representations made in counsel’s email of Feb. 28, 2023,  
4 plaintiffs agreed to a 30-day continuance, and requested that the County prepare a  
5 joint status report to explain the status of the County’s review.

6 On March 8, 2023, in advance of the then-pending status conference, the  
7 parties entered into a stipulation requesting continuance of the same. See, ECF 82.  
8 In that stipulation, the County reported that “the non-monetary terms must be  
9 written and vetted by various departments and personnel within the County[.] A  
10 draft long-form agreement has been prepared but all of the stakeholders within the  
11 County have yet to reach consensus as to final acceptable language; the  
12 representatives for the County estimate that they require 30 days for the completion  
13 of this process.” Id., at p. 2:13-19.

14 Based upon the parties’ stipulation, the Court ordered a continuation of the  
15 scheduling conference to April 21, 2023 at 10:00 a.m. See, ECF 83.

16 On March 28, 2023, plaintiffs’ counsel undersigned wrote to counsel for the  
17 County, asking to “let us know the status of the County’s approval of the  
18 settlement. We would not be inclined to agree to any further continuances of the  
19 status conference, and would instead propose to tell the court of the material terms  
20 of the settlement, and request that the court order your client to appear in person to  
21 explain any further delay in approval. While we would prefer to avoid any further  
22 personal appearances, we must move forward with concluding this case. [¶] If you  
23 would like to have a further conference with Judge Walsh, please let us know.”

24 The County did not send a proposed settlement agreement to Plaintiffs’  
25 counsel until May 1, 2023. And even then, counsel for the County stated that “the  
26 final agreement reached by the parties must still be approved by the applicable  
27 County personnel, and that the enclosed language is still under review.”

28 Plaintiffs returned a redlined version of the settlement agreement to counsel

1 for the County on May 4, 2023, but have not received approval of those revisions.

2 Accordingly, plaintiffs hereby request that the Court order a representative  
3 of the County of Los Angeles to personally appear at the scheduling conference on  
4 May 19, 2023, to explain to the Court why the settlement agreement has not yet  
5 been approved. Plaintiffs' counsel can provide and lodge a hard copy of Judge  
6 Walsh's email of January 26, 2023 which confirmed the settlement terms if  
7 requested by this Court. Otherwise, Plaintiffs intend to file a motion to enforce the  
8 settlement reached at the mediation on January 26, 2023.

9 Plaintiffs provisionally submit this Joint Rule 26(f) report.

10 Defendants' Position re Settlement:

11 At the parties' formal mediation, with the assistance of retired Magistrate  
12 Judge Walsh, the parties reached a tentative global settlement, subject to the  
13 specific terms being memorialized in a long-form settlement agreement, and the  
14 parties' agreement being approved by the appropriate representatives of the  
15 County, as required by the County Code. Suffice it to say, there are many specific  
16 terms, some of which are not usually included in such an agreement, and their  
17 terms have meaning; thus, especially with respect to an institutional client, the  
18 vetting of such terms involve multiple aspects of the County and time to prepare.  
19 The parties have recently exchanged drafts, and it is hoped that within the near  
20 future, the written terms can be finalized between the parties, and then the finalized  
21 terms may go through the final County approval process, like every case similar to  
22 this.

23 Plaintiffs' request for the personal appearance of a County representative at  
24 the upcoming scheduling conference to explain why the proposed settlement has  
25 not been approved is unnecessary and unwarranted. Defendants' counsel will  
26 appear and will address any questions that the Court may have regarding the  
27 County's review process, including addressing any questions *in camera*.

28

1           Accordingly, it is Defendants’ position that the setting of further litigation  
2 dates is unnecessary at this time. Nevertheless, in the event that the Court so  
3 chooses, Defendants offer below their position on said subjects.

4  
5 **A. STATEMENT OF THE CASE**

6           Plaintiffs:

7           This case addresses the unilateral decision by County officials, who decided  
8 they could shut down firearms retailers, ammunition vendors, and firearms ranges  
9 during the early days of the coronavirus pandemic, without giving any thought as  
10 to whether doing so infringed upon constitutionally-protected liberties.

11           Plaintiffs are individuals who were affected and impacted by the shutdown  
12 of the firearms industry for 11 days during the government-compelled shutdown of  
13 businesses in March 2020, the early days of the COVID-19/coronavirus pandemic.

14           The remaining defendants are the County of Los Angeles, Sheriff Alex  
15 Villanueva, and County Public Health Director Barbara Ferrer (“County  
16 Defendants”), who have been sued in their official capacities.

17           Plaintiffs brought this action against the County Defendants, and other State  
18 and local officials who issued various orders that forced the closure of all firearms  
19 and ammunition retailers, and all firearms training ranges, within the County. On  
20 March 19, 2020, the County of Los Angeles Department of Public Health issued an  
21 Order titled, “Safer at Home Order for Control of COVID-19.” The County Order  
22 applied to all of Los Angeles County, except Pasadena and Long Beach. It  
23 “require[d] all indoor malls, shopping centers, playgrounds and non-essential  
24 businesses to close.” Only “Essential Businesses” could remain open. (First. Am.  
25 Complaint, ECF No. 9 (“FAC”), ¶ 43). Plaintiffs contended that by and through  
26 their exclusion of firearm retailers, firearms ranges, and other businesses from  
27 “Essential Businesses” under the Orders – and in Sheriff Villanueva’s case, an  
28

1 expressly-stated order closing all firearm retailers – such policies infringed upon  
2 constitutionally protected conduct and activity.

3 On March 24, 2020, County of Los Angeles Sheriff Alex Villanueva  
4 expressly declared that “[g]un shops” are “non-essential businesses” within the  
5 meaning of the County’s orders and warned that “[i]f they don’t close their doors,  
6 they will be cited” and “risk[ed] losing their business licenses.”

7 On March 25, 2020, Sheriff Villanueva announced that to prevent the spread  
8 of COVID-19 in jails, he had released 10% of the inmate population from county  
9 jails. The same day, he announced the “LA County Sheriff’s Dept. Enforcement  
10 efforts to close non-essential businesses have been suspended” because the  
11 Governor was expected to “determine what qualifies as a non-essential business.”  
12 Instead, Governor Newsom granted the county sheriffs discretion to determine  
13 whether the gun stores within their county were “essential.” In response, on March  
14 26, 2020, Sheriff Villanueva “issued an order that gun and ammunition stores were  
15 not considered essential businesses and must close to the general public.”<sup>1</sup>

16 On March 28, 2020, the Director of the United States Department of  
17 Homeland Security, Cybersecurity & Infrastructure Agency (CISA), issued an  
18 “Advisory Memorandum on Identification of Essential Critical Infrastructure  
19 Workers During COVID-19 Response.” The Advisory Memorandum listed all  
20 those who worked in “supporting the operation of firearm or ammunition product  
21 manufacturers, retailers, importers, distributors, and shooting ranges” as among  
22 “essential critical infrastructure workers.”

23 “[B]ased on the additional and latest information from the federal  
24 government,” on March 30, Sheriff Villanueva “publicly announced that the Los  
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26  
27 <sup>1</sup> The order included two exceptions: (1) people who already possessed a California Firearms  
28 Safety Certificate (“FSC”) and had already initiated a firearm purchase before the shutdowns  
could complete the transaction by taking possession of the firearm; and (2) ammunition could  
continue to be sold to “security guard companies.”

1 Angeles County Sheriff’s Department will not order or recommend closure of  
2 businesses that sell or repair firearms, or sell ammunition.”

3 Subsequent COVID-19 orders issued by the County of Los Angeles  
4 Department of Public Health on June 18, August 12, and September 4, 2020, were  
5 consistent with Sheriff Villanueva’s March 30 Order in no longer precluding the  
6 operation of firearms and ammunition retailers or ranges.

7 As alleged throughout the FAC, the net effect of the County’s and Sheriff  
8 Villanueva’s Orders was to severely curtail and, in many cases, entirely prevent  
9 protected firearms activity of the named plaintiffs and those similarly situated  
10 individuals and retailers throughout the County for 11 days, in violation of their  
11 constitutional rights. While the district court concluded otherwise in initially  
12 entering judgment on the pleadings for Defendants, the three-judge panel of the  
13 Ninth Circuit that first considered Plaintiffs’ appeal sided with Plaintiffs and  
14 reversed this judgment. *Martinez v. Villanueva*, 2022 WL 187851 at \*1 (9th Cir.  
15 Jan. 20, 2022) (“an 11-day total ban on law-abiding citizens’ ability to practice  
16 with firearms at firing ranges or acquire firearms and ammunitions at all—which  
17 the Orders clearly indicated could be perpetually extended if the County so  
18 decided— severely burdens the core of the Second Amendment right at a time of  
19 crisis, precisely when the need to exercise that right becomes most acute”).<sup>2</sup>

20 This opinion was later vacated on en banc review, in connection with a  
21 remand to this Court for reconsideration based on the recent developments in the  
22 law. However, “at minimum, a vacated opinion still carries informational and  
23 perhaps even persuasive or precedential value.” *DHX, Inc. v. Allianz AGF MAT,*  
24 *Ltd.*, 425 F.3d 1169, 1176 (9th Cir. 2005); *Lolli v. Cnty. of Orange*, 351 F.3d 410,  
25 413 n.1 (9th Cir. 2003) (“[T]he reasoning of a vacated opinion may be looked to

26 \_\_\_\_\_  
27 <sup>2</sup> The panel also rejected the finding that the closures persisted no more than five days. *Id.* at 2, n.  
28 2 (“The district court’s finding that the mandated closure of firearms retailers lasted only five days is clear error.”).



1 as persuasive authority if its reasoning is unaffected by the decision to vacate.”  
2 (quoting *United States v. Barona*, 56 F.3d 1087, 1093 n. 1 (9th Cir. 1995)).

3 In response to Defendants’ suggestion re mootness below, the matter is  
4 clearly not moot given Plaintiffs’ claim for nominal damages based on the  
5 indisputable completed violation of the constitutional rights at stake. See  
6 *Uzuegbunam v. Preczewski*, 141 S.Ct. 792, 802 (2021) (“we conclude that a  
7 request for nominal damages satisfies the redressability element of standing where  
8 a plaintiff’s claim is based on a completed violation of a legal right”).

9 Defendants:

10 The gravamen of Plaintiffs’ suit concerns claims for injunctive/declaratory  
11 relief. That is understandable, since Plaintiffs filed suit only days after the subject  
12 Covid-19 public health orders were issued at the outset of a global pandemic. In  
13 any event, it is undisputed that within only a few days thereafter, the Defendants  
14 made clear that they would consider the gun industry “essential businesses” and not  
15 interfere with their operations. That has remained the same since March 2020,  
16 more than three years ago. Although during that same time period society has  
17 encountered multiple different strains of the Covid-19 virus, effective vaccines and  
18 boosters have been developed, various techniques have been implemented to  
19 protect those who have been impacted by the virus, and all aspects of social living  
20 and commerce in Los Angeles County have continued.

21 And recently this year, the states of emergency declared by the United  
22 States, State of California and the County of Los Angeles have been lifted.

23 In its ruling on Defendants’ motion for judgment on the pleadings (ECF 68),  
24 this Court noted that, even at that time, Plaintiffs’ claims were probably moot.  
25 ECF 68 at 5 (“the Court finds that Plaintiffs’ Second Amendment claim against  
26 Defendants as likely lost its characters as a present, live controversy and should be  
27 dismissed as moot”). Nevertheless, out of an abundance of caution, the Court  
28 engaged in a Second Amendment analysis. ECF 68 at 6-7.



1 Again, Defendants believe that the instant matter can and should be  
 2 reasonably settled. However, if this matter is going to proceed via litigation, then  
 3 this Court can and should rule on whether Plaintiffs' claims are now indeed moot.  
 4 Years later, the proof of mootness is stronger, and irrefutable. Thus, if necessary,  
 5 this Court should now dismiss Plaintiffs' claims for injunctive/declaratory relief as  
 6 moot.

### 7 **Dismissal of Plaintiffs' Claims for Nominal Damages**

8 In March 2021, approximately a year after Plaintiffs filed suit, the United  
 9 States Supreme Court issued its ruling in *Uzuegbunam v. Preczewski*, 141 S.Ct.  
 10 792 (2021). In *Uzuegbunam*, in which the plaintiffs agreed that their injunctive  
 11 claim had been rendered moot by the change in the challenged school policy, the  
 12 Supreme Court recognized that nominal damages is an appropriate remedy for a  
 13 constitutional violation, but only if there has been a **completed** violation of a  
 14 constitutional right. This ruling, as well as cases that have interpreted and applied  
 15 it, mandate the dismissal of Plaintiffs' claims for nominal damages. *See e.g.*  
 16 *Benham v. City of Jackson*, 2021 U.S. Dist. LEXIS 241675, at \*24 (S.D. Miss.  
 17 Dec. 17, 2021) (First Amendment suit for nominal damages dismissed because  
 18 there was no "past completed injury" since the plaintiff's "allegation in his  
 19 Complaint was that his speech had been chilled by the enactment of the  
 20 Ordinances, should he decide to visit the City at a later date", and the Court  
 21 rejected the plaintiff's contention that "chilled speech by itself is a realized  
 22 constitutional injury as a matter of law, which overcomes mootness", citing  
 23 *Uzuegbunam*).<sup>3</sup>

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24  
 25 3 The *Benham* Court also held that the plaintiff's declaratory and injunctive relief  
 26 claims had been rendered moot by the repeal of the subject city ordinances which  
 27 made "it impossible for this court to grant [the plaintiff] any effectual declaratory  
 28 or injunctive relief", and there was no evidence that the city planned to re-enact the  
 ordinances. *Id.* at \*24.

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**B. SUBJECT MATTER JURISDICTION**

The Parties are in agreement that this Court has subject matter jurisdiction over the Plaintiffs’ claims pursuant to 28 U.S.C. §§ 1331, 1343, and 2202. This is an action for deprivation of civil rights brought pursuant to 42 U.S.C. § 1983.

**C. LEGAL ISSUES**

Plaintiffs contend that the remaining defendants’ policies, customs and practices violated the Second Amendment in that they constituted an unjustifiable infringement upon constitutionally-protected activity, including the right to keep and bear arms, to acquire and purchase arms and ammunition, and the right to train with firearms and ammunition.

Plaintiffs initially brought a second count alleging that the defendants’ orders, including the State orders of the Governor, were unconstitutionally vague and violated due process. However, after negotiating a stipulated dismissal which operated to clarify the State defendants’ position that their orders did not require the closure of firearm retailers, ammunition vendors or shooting ranges [ECF No. 53, Exh. A, ¶ 6], Plaintiffs voluntarily dismissed the State defendants, Gov. Newsom and Dr. Sonia Y. Angell, on July 8, 2020. [ECF No. 53]. Plaintiffs further filed voluntary dismissals of the City of Burbank defendants [ECF No. 52], and the City of Los Angeles defendants [ECF No. 54]. In their opposition to the County Defendants’ Motion for Judgment on the Pleadings, Plaintiffs agreed that they would dismiss the due process claim (second count) via amendment.

The primary legal issue remaining in the case is whether the County Defendants’ orders and policies as applied to firearm retailers and industries were an infringement upon constitutionally protected activity, and if so, whether such an infringement could be justified.

1           Additionally, if a reasonable settlement is not reached, the legal issues of  
2 whether Plaintiffs have standing to pursue the relief sought (i.e. injunctive relief,  
3 nominal damages) and whether Plaintiffs’ claims are moot would have to be  
4 addressed.

5

6 **D. PARTIES/EVIDENCE**

7           At present, the Plaintiffs are: Jonah Martinez; Daemion Garro, DG 2A  
8 Enterprises, Inc. d.b.a. Gun World; Jason Montes; Weyland-Yutani LLC d.b.a.  
9 Match Grade Gunsmiths; Alan Kushner; The Target Range; Tom Watt; A Place to  
10 Shoot, Inc.; Second Amendment Foundation; California Gun Rights Foundation;  
11 National Rifle Association of America; and Firearms Policy Coalition, Inc.

12           At present, the key documents that Plaintiffs will rely upon in their primary  
13 case will consist of the promulgated orders, policies, and announcements of the  
14 County Defendants, which Plaintiffs allege had the effect of shutting down firearm  
15 retailers, ammunition vendors, product manufacturers, gunsmiths, and/or shooting  
16 ranges, either by direct order/policy or by excluding them from the definition of  
17 “Essential Businesses” under the County Orders, in violation of the guarantees and  
18 protections afforded under the Second and Fourteenth Amendments to the United  
19 State Constitution. Plaintiffs will further show that cities within the County  
20 followed such County policies to effect localized shutdowns of firearm and  
21 ammunition retailers, likewise in violation of these constitutional rights.

22           Defendants will conduct discovery to obtain information specific to the  
23 named individual, retailer and organizational Plaintiffs, with respect to the grounds  
24 for the Second Amendment infringements to which they were allegedly subjected.

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1 **E. DAMAGES**

2 Plaintiffs seek declaratory judgment, injunctive relief, and nominal damages  
3 in this matter. See, *New York State Rifle & Pistol Assoc., Inc. v. City of New York*,  
4 140 S.Ct. 1525, 1536 (2020) (Alito, J., dissenting).

5  
6 **F. INSURANCE**

7 Defendants are self-insured.

8  
9 **G. MOTIONS**

10 Plaintiffs will file a motion to enforce a settlement that was reached at a  
11 mediation with Hon. Patrick Walsh (Ret.) on January 26, 2023. Plaintiffs intend to  
12 seek costs and fees associated with such motion.

13 Defendants may file either a FRCP, Rule 12(b)(6) motion to dismiss or Rule  
14 12(c) motion for judgement on the pleadings, addressing the mootness of  
15 Plaintiffs' claims and Plaintiffs' lack of standing to seek either injunctive relief or  
16 nominal damages.

17  
18 **H. DISPOSITIVE MOTIONS**

19 If necessary, Defendants will file a FRCP Rule 56 motion for summary  
20 judgment.

21  
22 **I. COMPLEX LITIGATION**

23 The Parties are in agreement that this case does not constitute complex  
24 litigation.

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26 **J. STATUS OF DISCOVERY**

27 The parties have agreed to exchange initial disclosures under Rule 26(a)(1)  
28 by June 19, 2023.

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**K. DISCOVERY PLAN**

The Parties do not anticipate any deviation from the ordinary discovery limitations or rules set forth in FRCP 26.

Subjects on which discovery may be needed:

Plaintiffs: The issuance of the County Orders, the rationale for excluding firearm retailers and ranges from the definition of Essential Businesses, any consideration of less restrictive alternatives, any other documents and witnesses supporting the issuance of the County Orders, and the effect of those orders, including enforcement of the orders in cities within the County. If Plaintiffs' motion to enforce settlement with the County is denied, Plaintiffs anticipate propounding written discovery requests (document requests, requests for admission, and interrogatories) and taking depositions beginning in or around August/September of 2023.

Defendants: Defendants will obtain discovery about the basis for each Plaintiffs' claims.

The Parties do not anticipate that this case will involve unusual issues related to the preservation of Electronically Stored Information, or the production of an inordinate amount of ESI.

The Parties do not anticipate any extraordinary issues of claims or privilege that might arise in this case, or the need for any protective orders to protect the disclosure of sensitive or confidential information.

At present, the Parties do not anticipate any deviations from the ordinary limitations on discovery imposed by the Federal Rules.

**L. DISCOVERY CUTOFF**

The Parties would propose a fact witness discovery cutoff date in accordance with the proposed Schedule of Pretrial and Trial Dates Worksheet, attached (17

1 weeks before the proposed FPTC). The Parties were unable to agree on a proposed  
2 trial date.

3

4 **M. EXPERT DISCOVERY**

5 The Parties propose completing expert disclosures in accordance with the  
6 schedule attached hereto as Exhibit A.

7

8 **N. SETTLEMENT CONFERENCE/ADR**

9 Plaintiffs report that this matter has already settled, and will be filing a  
10 motion to enforce the settlement. See, *supra*, at p. 2.

11 Defendants report that the proposed settlement of this matter has not been  
12 approved by the County of Los Angeles; any motion to “enforce” the settlement  
13 would be without merit.

14

15 **O. TRIAL ESTIMATE**

16 At present, Plaintiffs believe this matter will be a court trial, not exceeding  
17 four (4) days.

18 Defendants reserve their right to a jury trial assuming, by the time of trial,  
19 there are any claims remaining that give rise to a right to a jury trial.

20

21 **P. TRIAL COUNSEL**

22 Plaintiffs will be represented at trial by: George M. Lee and Raymond M.  
23 DiGuiseppe.

24 County Defendants will be represented at trial by: Paul B. Beach and Jin S.  
25 Choi.

26 //

27 //

28 //

1 **Q. INDEPENDENT EXPERT OR MASTER**

2 The Parties are in agreement that this case is not appropriate for the use of an  
3 independent expert or master pursuant to FRCP 53.

4  
5 **R. SCHEDULE WORKSHEET**

6 The Parties met and conferred on May 5, 2023, via telephone, to discuss the  
7 proposed trial date, but were unable to come to an agreement. Plaintiffs propose a  
8 trial date (court trial) of March 12, 2024. Defendants propose a trial date (jury trial)  
9 of August 13, 2024.

10  
11 **S. OTHER ISSUES**

12 None at this time.

13  
14 Dated: May 5, 2023

**SEILER EPSTEIN LLP**

15

16

/s/ George M. Lee  
George M. Lee

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Attorneys for Plaintiffs Jonah Martinez, et  
al.

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Dated: May 5, 2023

**LAWRENCE BEACH ALLEN &  
CHOI, PC**

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/s/ Jin S. Choi  
Paul B. Beach

23

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Jin S. Choi  
Attorneys for Defendants County of Los  
Angeles, Sheriff Alex Villanueva, and  
Barbara Ferrer

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**JUDGE ANDRÉ BIROTTE JR.**  
**SCHEDULE OF PRETRIAL AND TRIAL DATES WORKSHEET**

*Please complete this worksheet jointly and file it with your Joint Rule 26(f) Report.*

**The Court ORDERS the parties to make every effort to agree on dates.**

Case No. 2:20-cv-02874		Case Name: Brandy v. Villanueva, et al.		
Trial and Final Pretrial Conference Dates		Pl(s)' Date mm/dd/yyyy	Def(s)' Date mm/dd/yyyy	Court Order mm/dd/yyyy
Check one: <input type="checkbox"/> Jury Trial or <input checked="" type="checkbox"/> Court Trial (plaintiff) <b>(Tuesday at 8:30 a.m., within 18 months after Complaint filed)</b> Estimated Duration: <u>  4  </u> Days		3/12/2024	8/13/24	<input type="checkbox"/> Jury Trial <input type="checkbox"/> Court Trial _____ Days
Final Pretrial Conference ("FPTC") [L.R. 16], Hearing on Motions In Limine <b>(Friday at 11:00 a.m., at least 17 days before trial)</b>		2/23/2024	7/26/24	
Event <sup>1</sup> <i>Note:</i> Hearings shall be on Fridays at 10:00 a.m. Other dates can be any day of the week.	Weeks Before FPTC	Pl(s)' Date mm/dd/yyyy	Def(s)' Date mm/dd/yyyy	Court Order mm/dd/yyyy
Last Date to <b>Hear</b> Motion to Amend Pleadings /Add Parties [Friday]				
Non-Expert Discovery Cut-Off (no later than deadline for <b>filing</b> dispositive motion)	17	10/27/2023	3/29/24	
Expert Disclosure (Initial)		9/22/2023	1/9/24	
Expert Disclosure (Rebuttal)		10/6//2023	2/9/24	
Expert Discovery Cut-Off	12 <sup>2</sup>	10/20/2023	3/8/24	
Last Date to <b>Hear</b> Motions [Friday] • Rule 56 Motion due at least 5 weeks before hearing • Opposition due 2 weeks after Motion is filed • Reply due 1 week after Opposition is filed	12	12/1/2023	5/3/24	
Deadline to Complete Settlement Conference [L.R. 16-15] Select one: <input type="checkbox"/> 1. Magistrate Judge (with Court approval) <input type="checkbox"/> 2. Court's Mediation Panel <input type="checkbox"/> 3. Private Mediation	10	Mediation completed	5/17/24	<input type="checkbox"/> 1. Mag. J. <input type="checkbox"/> 2. Panel <input type="checkbox"/> 3. Private
<b>Trial Filings (first round)</b> • Motions In Limine • Memoranda of Contentions of Fact and Law [L.R. 16-4] • Witness Lists [L.R. 16-5] • Joint Exhibit List [L.R. 16-6.1] • Joint Status Report Regarding Settlement • Proposed Findings of Fact and Conclusions of Law [L.R. 52] (court trial only) • Declarations containing Direct Testimony, if ordered (court trial only)	3	2/2/2024	7/5/24	
<b>Trial Filings (second round)</b> • Oppositions to Motions In Limine • Joint Proposed Final Pretrial Conference Order [L.R. 16-7] • Joint/Agreed Proposed Jury Instructions (jury trial only) • Disputed Proposed Jury Instructions (jury trial only) • Joint Proposed Verdict Forms (jury trial only) • Joint Proposed Statement of the Case (jury trial only) • Proposed Additional Voir Dire Questions, if any (jury trial only) • Evidentiary Objections to Decls. of Direct Testimony (court trial only)	2	2/9/2024	7/12/24	

<sup>1</sup> The parties may seek dates for additional events by filing a separate Stipulation and Proposed Order. **Class actions and patent and ERISA cases in particular may need to vary from the above.**

<sup>2</sup> The parties may wish to consider cutting off expert discovery prior to the deadline for **filing** an MSJ.