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15 Attorneys for Defendant
THE STAG BAR, INC.

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF ORANGE

20 NICOLE WHEAT, an individual,
21 Plaintiff,
22 vs.

23 MARIO MAROVIC, an individual; LOUNGE
GROUP, INC., a California Corporation, THE
24 BALBOA, LLC, a California limited liability
company, MALARKEY'S IRISH PUB, INC., a
25 California corporation; ORANGE PLAZA
SQUARE, LLC, a California limited liability
26 company; THE STAG BAR, INC., a California
corporation; MULDOON'S PUB, LLC, a
27 California limited liability company;
28 OCEANFRONT DELI, INC., a California

CASE NO.: 30-2021-01210986-CU-OE-CXC

Assigned for all purposes to
Hon. Randall J. Sherman, Dept. CX105

**JOINT STIPULATION TO STAY
FORMAL DISCOVERY PENDING
COMPLETION OF MEDIATION AND
DEFENDANTS' RESPONSIVE PLEADING
DEADLINE; [~~PROPOSED~~] ORDER**

Complaint Filed: July 15, 2021
FAC Filed: October 4, 2021

1 corporation; BLACKIE’S BY THE SEA, LLC,
2 a California limited liability company;
3 ORANGE CIRCLE LOUNGE, INC., a
4 California corporation; NEWPORT TACO,
5 LLC, a California limited liability company;
6 PENINSULA RESTAURANT GROUP, INC.,
7 a California corporation; NEWPORT
8 OCEANFRONT, LLC, a California limited
9 liability company, COLD BREW, LLC, a
10 California limited liability company;
11 MARINER’S RESTAURANT, LLC, a
12 California limited liability company, 100
13 NORTH, LLC, a California limited liability
14 company; FULLERTON LOUNGE, INC., a
15 California Corporation; HELMSMAN ALE
16 HOUSE, a business entity, form unknown;
17 MALARKY’S IRISH PUB, a business entity,
18 form unknown; STAG BAR, a business entity,
19 form unknown; DORY DELI, a business entity,
20 form unknown; MULDOON’S IRISH PUB, a
21 business entity, form unknown; WILD GOOSE
22 TAVERN, a business entity, form unknown;
23 PLAYA MESA, a business entity, from
24 unknown; THE COUNTRY CLUB, a business
25 entity, form unknown; BLACKIE’S BY THE
26 SEA, a business entity, form unknown; THE
27 DISTRICT LOUNGE OLD TOWN ORANGE,
28 a business entity, form unknown; MATADOR
CANTINA, a business entity, form unknown;
2J’S LOUNGE, a business entity, form
unknown; SUPER PANGA TAQUERIA, a
business entity, form unknown; and DOES 1
through 50, inclusive,

Defendants.

1 Plaintiff Nicole Wheat (“Wheat”) and Defendant The Stag Bar, Inc. dba Stag Bar
2 (“Defendant”) (collectively, the “Parties”), by and through their counsel of record, hereby
3 stipulate and mutually request the Court to enter an order in accordance therewith:
4

5 **WHEREAS**, the Parties have agreed to mediate this case with Jeffrey A. Ross on
6 November 3, 2022;
7

8 **WHEREAS**, the Parties have agreed to stay formal discovery in this matter pending the
9 outcome of private mediation with Jeffrey Ross on November 3, 2022. The parties believe a stay
10 of the action pending completion of mediation will increase the possibility of resolving the claims
11 through a conservation of the Parties’ resources;
12

13 **WHEREAS**, the Parties agreed that Defendant will informally produce information,
14 documents and data to Plaintiff in order to facilitate the mediation process, and Defendants have
15 agreed not to engage in a “Pick Up Stix” style settlement campaign (*see generally, Chindarah v.*
16 *Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796);
17

18 **WHEREAS**, in order to preserve their and the Court’s resources, the Parties agree that
19 no responsive pleadings to Plaintiff’s First Amended Complaint (“FAC”) will be due for any of
20 the Defendants until December 3, 2022, thirty (30) days after mediation on November 3, 2022.
21 Plaintiff further agrees she will not seek a default against any of the Defendants based on any
22 alleged failure to respond to the FAC and will not argue that Defendants waived any affirmative
23 defenses;
24

25 **WHEREAS**, the Parties agree that neither party waives their right to argue they are
26 entitled to proceed first with respect to Plaintiff’s declaratory relief action versus Defendant’s
27 motion to compel Plaintiff’s individual claims to arbitration to strike Plaintiff’s class action
28

1 allegations, and stay the remaining PAGA cause of action pending the United States Supreme
2 Court’s anticipated decision in *Viking River Cruises, Inc. v. Moriana* (-- S.Ct. -- , 2021 WL
3 5911481, [Dec. 15, 2021]) and/or completion of arbitration (“Motion to Compel Arbitration”);
4 and

5
6 **WHEREAS**, the Parties will prepare and file a Joint Status Report at least one week prior
7 to the Status Conference on December 1, 2022 and update the Court as to the case status in light
8 of mediation on November 3, 2022.

9
10 NOW THEREFORE, the Parties stipulate and agree as follows:

- 11 1. All formal discovery shall be stayed pending completion of mediation on
12 November 3, 2022;
- 13 2. The Parties agree that no responsive pleadings to Plaintiff’s FAC will be due for
14 any of the Defendants until December 3, 2022, thirty (30) days after mediation on
15 November 3, 2022;
- 16 3. Plaintiff further agrees she will not seek a default against any of the Defendants
17 based on any alleged failure to respond to the FAC and will not argue that
18 Defendants waived any affirmative defenses;
- 19 4. Defendants agree not to engage in a “Pick Up Stix” style settlement campaign; and
20 5. Neither party waives their right to argue it is entitled to proceed first with respect
21 to Plaintiff’s declaratory relief action versus Defendant’s Motion to Compel
22 Arbitration.

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24 [SIGNATURES CONTINUED ON NEXT PAGE]
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DATED: March 17, 2022

BROWN WHITE & OSBORN LLP

By: s/Rolando J. Gutierrez
ROLANDO J. GUTIERREZ

Attorneys for Plaintiff
NICOLE WHEAT

DATED: March 17, 2022

KADING BRIGGS LLP

By: s/Katherine A. Akamine
KATHERINE A. AKAMINE

Attorneys for Defendant
THE STAG BAR, INC.

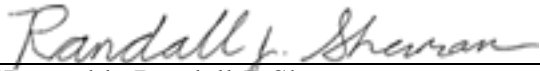
1 **[PROPOSED] ORDER**

2
3 The Court, having reviewed the Parties' Joint Stipulation to Stay of Formal Discovery
4 Pending Completion of Mediation and Defendants' Responsive Pleading Deadline, and good
5 cause appearing therefor, HEREBY ORDERS AS FOLLOWS:

- 6 1. All formal discovery shall be stayed pending completion of mediation on
7 November 3, 2022.
- 8 2. All Defendants' responsive pleadings to Plaintiff's First Amended Complaint are
9 due December 3, 2022, thirty (30) days after mediation on November 3, 2022.
- 10 3. Defendants are not to engage in a "Pick Up Stix" style settlement campaign.
- 11 4. By virtue of this stipulated order, neither party has waived the right to argue that
12 they are entitled to proceed first with respect to Plaintiff's declaratory relief action
13 versus Defendant's Motion to Compel Arbitration after mediation.

14
15 IT IS SO ORDERED.

16
17
18 DATED: **March 21, 2022**

19 
20 Honorable Randall J. Sherman
21 JUDGE OF THE SUPERIOR COURT