

1 Amy R. Lovegren-Tipton (SBN 258697)  
2 **LAW OFFICE OF AMY R.**  
3 **LOVEGREN-TIPTON, APLC**  
4 5703 N. West Avenue, Suite 103  
5 Fresno, California 93711  
6 Telephone: (559) 421-9137  
7 Facsimile: (559) 921-4333  
8 Email: ATipton@TiptonLegal.com

9 Attorney for Plaintiffs, HERBERT ORTIZ and AUDRA HAYNES, individually, and on behalf  
10 of the general public

11 **UNITED STATES DISTRICT COURT**

12 **EASTERN DISTRICT OF CALIFORNIA**

13 HERBERT ORTIZ and AUDRA HAYNES, individually, and on behalf of the general public, ) Case No.: 1:15-CV-00108-MJS  
14 ) **STIPULATION TO STAY MATTER;**  
15 ) **ORDER THEREON**  
16 )  
17 )  
18 )  
19 )  
20 )  
21 )

PLAINTIFFS,

v.

TILLY'S, INC., a Delaware corporation; and  
Does 1 through 25, inclusive,

Defendants.

) **Date Action Filed: November 6, 2014**  
)

This stipulation is entered into by and between Plaintiffs Herbert Ortiz and Audra Haynes and Defendant Tilly's, Inc. (collectively, the "Parties"), through their respective counsel of record, based upon the following facts:

1. Plaintiffs filed this action on November 6, 2014.
2. Defendant filed an Answer on January 21, 2015, at which time Defendant removed this action to federal court;

3. Plaintiffs Herbert Ortiz and Audra Haynes each entered into an individual arbitration agreement with Defendant, whereby each agreed to arbitrate disputes arising out of or related to his or her employment relationship with Defendant on an individual basis only, and not on a class, collective, or private attorney general representative basis.

4. The Scheduling Conference originally set in this matter for April 23, 2015, has been advanced to March 11, 2015;

5. The Parties have agreed to stay all aspects of this case for a period of no less than ninety (90) days while they explore meaningful settlement negotiations;

6. Should the Parties' settlement negotiations fail, the Parties shall stipulate to have the individual claims of Herbert Ortiz and Audra Haynes arbitrated in accordance with the arbitration agreements signed by Plaintiffs;

7. Presently, however, the Parties prefer to continue to work together informally, which may obviate the need for further motion practice and/or court intervention;

8. The Parties agree that a temporary stay of this case will further the interests of justice and judicial economy;

9. The Parties therefore agree that all aspects of this case should be stayed for a period of no less than ninety (90) days and that the Scheduling Conference currently set for March 11, 2015, shall be continued to a time convenient for the Court, but no sooner than June 1, 2015.

## STIPULATION

NOW THEREFORE, it is agreed and stipulated by the Parties, through their respective counsel, as follows:

1. All aspects of this case are stayed for a period of ninety (90) days, up to and including May 31, 2015.

2. The Scheduling Conference currently set for March 11, 2015, shall be continued to a time convenient for the Court, but no sooner than June 1, 2015.

## IT IS SO STIPULATED.

1 Dated: February 27, 2015

2  
3  
4  
5  
6 **LAW OFFICE OF  
AMY R. LOVEGREN-TIPTON, APLC**

7  
8 By: /s/ Amy R. Lovegren-Tipton  
9 AMY R. LOVEGREN-TIPTON,  
10 Attorney for Plaintiffs

11 Dated: February 27, 2015

12  
13 **SEYFARTH SHAW LLP**

14  
15 By: /s/ Aaron Lubeley  
16 AARON LUBELEY,  
17 Attorney for Defendant

18  
19  
20 **ORDER**

21  
22 Good cause appearing, the terms of the above Stipulation to Stay in Case No.: 1:15-  
23  
24 CV-00108-MJS are accepted, adopted and incorporated as the Order of this Court, and the  
25  
26 Status Conference previously set in this case is continued to June  
27  
28