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5 Attorneys for Defendant
THE UNIVERSITY OF PHOENIX, INC., a
6 subsidiary of APOLLO EDUCATION
GROUP, INC.
7

8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10
11 TAMARA MAYNARD,

12 Plaintiff,

13 v.

14 THE UNIVERSITY OF PHOENIX,
INC., a subsidiary of APOLLO
15 EDUCATION GROUP, INC., and
DOES 1 through 100, inclusive,

16 Defendants.
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Case No. 1:15-CV-00547---SMS

**STIPULATION AND ORDER
SUBMITTING ACTION TO
BINDING ARBITRATION**

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19 Plaintiff Tamara Maynard, acting through her counsel, Todd B. Barsotti,
20 A Professional Law Corporation, and Defendant the University of Phoenix, Inc. a
21 subsidiary of Apollo Education Group, Inc., acting through its counsel, Matthew E.
22 Farmer, of the law firm of Littler Mendelson, P.C., hereby agree and stipulate that:

23 WHEREAS, the Complaint in this matter was filed on February 27, 2015,
24 in Fresno County Superior Court, alleging claims for (1) Discrimination Based on
25 Disability of Medical Condition; (2) Unlawful Retaliation, Gov't Code §12940; and
26 (3) Failure to Pay Wages;

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Stipulation and [Proposed] Order Submitting
Action to Binding Arbitration

1 WHEREAS, Plaintiff filed her First Amended Complaint on March 18,
2 2015, in Fresno County Superior court, alleging claims for (1) Discrimination Based
3 on Disability of Medical Condition; (2) Unlawful Retaliation, Gov't Code §12940; (3)
4 Failure to Pay Wages; and (4) Defamation;

5 WHEREAS, on April 8, 2015, Defendant removed this matter to Federal
6 Court based on diversity jurisdiction in that Plaintiff and Defendant are citizens of
7 different states and the amount in controversy exceeds \$75,000.00;

8 WHEREAS Plaintiff executed an acknowledgment dated November 14,
9 2012, agreeing to submit to arbitration "any dispute arising out of or related to" her
10 employment with Defendant, a true and correct copy of which is attached hereto as
11 Exhibit "A", and;

12 Therefore, subject to the approval of this Court, it is hereby stipulated
13 and agreed that:

14 1) This action shall be submitted to binding arbitration pursuant to the
15 written arbitration agreement signed by Plaintiff;

16 2) All proceedings in this action shall be stayed pending the
17 completion of the arbitration;

18 3) Defendant confirms that it will pay for the entire cost of arbitration
19 (meaning the arbitration forum fees and arbitrator fees);

20 4) The award of the arbitrator shall constitute a final determination of
21 the matter as to all parties and all claims, and shall be submitted as the judgment in
22 this action.

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2 Dated: April _____, 2015

LITTLER MENDELSON, P.C.
IRENE V. FITZGERALD

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5 By: /s/ _____
6 MATTHEW E. FARMER
7 Attorneys for Defendant
8 THE UNIVERSITY OF PHOENIX,
9 INC., a subsidiary of APOLLO
10 EDUCATION GROUP, INC.

11
12 Dated: April _____, 2015

TODD B. BARSOTTI
A PROFESSIONAL LAW
CORPORATION

13 By: /s/ _____
14 TODD B. BARSOTTI
15 Attorneys for Plaintiff
16 TAMARA MAYNARD

17 **ORDER**

18 Pursuant to this Stipulation, IT IS SO ORDERED that this action be compelled to
19 final and binding arbitration and that the action is stayed pending completion of
20 arbitration.

21 IT IS SO ORDERED.

22 Dated: April 29, 2015

/s/ Sandra M. Snyder
UNITED STATES MAGISTRATE JUDGE