

DOWNEY BRAND LLP

1 DOWNEY BRAND LLP  
 DANIEL J. MCVEIGH (Bar No. 77410)  
 2 BRIAN J. LIM (Bar No. 258262)  
 621 Capitol Mall, 18th Floor  
 3 Sacramento, CA 95814-4731  
 Telephone: (916) 444-1000  
 4 Facsimile: (916) 444-2100  
 dmcveigh@downeybrand.com  
 5 blim@downeybrand.com

6 Attorneys for Defendant  
 COMPOSITE ENGINEERING, INC.

8 UNITED STATES DISTRICT COURT  
 9 EASTERN DISTRICT OF CALIFORNIA

10 COLBY PORTER,

11 Plaintiff,

12 v.

13 COMPOSITE ENGINEERING, INC., a  
 California Corporation, and DOES 1-100,

14 Defendants.  
 15

Case No. 2:09-CV-01977-FCD-DAD

**STIPULATION AND ORDER FOR  
 DISMISSAL WITHOUT PREJUDICE AND  
 REFERRAL TO ARBITRATION**

16 It is HEREBY STIPULATED by and between Plaintiff COLBY PORTER (“Plaintiff”),  
 17 on the one hand, and Defendant COMPOSITE ENGINEERING, INC. (“Defendant”) on the other  
 18 hand, by and through their respective counsels, that the Court to enter an order of dismissal  
 19 without prejudice of this pending action, and the Parties request that the Court refer this matter to  
 20 binding arbitration.

21 Plaintiff filed this Complaint on July 20, 2009, seeking to recover unpaid overtime, wages,  
 22 penalties and other damages allegedly due Plaintiff by Defendant stemming from Plaintiff’s past  
 23 employment. During his employment with Defendant, Plaintiff executed an Arbitration  
 24 Agreement which made any dispute arising out of his employment subject to final and binding  
 25 arbitration.

26 The Parties further stipulate that the effective date of the filing of the arbitration for  
 27 purposes of the statute of limitations regarding the claims filed by Plaintiff will be July 20, 2009.  
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