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11 Attorneys for Plaintiffs
 Kandace Suggs and Ephraim Walker

12
 13 UNITED STATES DISTRICT COURT
 14 EASTERN DISTRICT OF CALIFORNIA

15
 16 KANDACE SUGGS, ET AL.,

17 Plaintiff(s),

18 v.

19 24 HOUR FITNESS WORLDWIDE, INC.; ET
 20 AL,

21 Defendant(s).

Case No. 2:10-cv-1573 JAM DAD

**STIPULATION RE DISMISSAL OF
 ACTION AND REFERRAL TO
 BINDING ARBITRATION; ORDER**

Complaint Filed: June 23, 2010

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 23 **TO THE HONORABLE COURT:**

24 WHEREAS on October 24, 2000, December 22, 2000, and January 30, 2005, Plaintiff
 25 Kandace C. Suggs signed acknowledgements agreeing to arbitrate any dispute, claim or
 26 controversy arising out of her employment (or termination of employment) with her former
 27 employer, 24 Hour Fitness USA, Inc. ("24 Hour Fitness") (collectively "the Parties"), and to
 28 submit the dispute to a neutral arbitrator for resolution via binding arbitration.

1 WHEREAS on June 23, 2010, Plaintiff Kandace C. Suggs and her husband,
2 Ephraim Walker, filed a Complaint (“Complaint”) in the United States District Court, Eastern
3 District of California, alleging sexual harassment and other related employment claims against 24
4 Hour Fitness.

5 WHEREAS on August 6, 2010, Plaintiffs agreed to dismiss this civil action and
6 submit their claims to final and binding arbitration pursuant to the terms of the employment
7 agreement.

8 IT IS HEREBY STIPULATED AND AGREED by and between the Parties
9 through their respective counsel of record:

- 10 1. This action be dismissed to allow the parties to submit to binding arbitration
11 pursuant to contractual agreement
- 12 2. The parties will refer this matter for binding arbitration before a mutually
13 agreed upon arbitrator at JAMS San Francisco.

14 IT IS SO STIPULATED:

15 Dated: August 16, 2010

JACKSON LEWIS LLP

17 By: _____
18 Kathleen Maylin
19 Attorneys for Defendant
20 24 Hour Fitness USA, Inc. (erroneously sued
as “24 Hour Fitness Worldwide, Inc.”)

21 Dated: August 11, 2010

LAW OFFICES OF JOHN L. BURRIS

22 By: _____
23 John L. Burris
24 Attorneys for Plaintiffs
Kandace Suggs and Ephraim Walker

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ORDER

Based on this Stipulation of the Parties and for good cause shown, it is hereby ordered that the terms of this Stipulation are approved and adopted, and this action shall be dismissed and the Parties may submit the claims to binding arbitration.

THE FOREGOING STIPULATION IS APPROVED AND IS SO ORDERED.

Dated: August 16, 2010

/s/ John A. Mendez
United States District Court Judge