

1 DENNIS M. BROWN, Bar No. 126575
dmbrown@littler.com
 2 NEDA N. DAL CIELO, Bar No. 161982
ndalcielo@littler.com
 3 ANNE SWEENEY JORDAN, Bar No. 273589
ajordan@littler.com
 4 LITTLER MENDELSON, P.C.
 50 W. San Fernando, 15th Floor
 5 San Jose, CA 95113.2303
 Telephone: 408.998.4150
 6 Fax No.: 408.288.5686

7 Attorneys for Defendant
 SEARS, ROEBUCK AND CO.

8 CARY KLETTER, Bar No. 210230
ckletter@kletterlaw.com
 9 SALLY TRUNG NGUYEN, Bar No. 267275
snguyen@kletterlaw.com
 10 KLETTER LAW FIRM LLP
 11 1900 S. Norfolk Street, Suite 350
 San Mateo, CA 94403
 12 Telephone: 415.434.3400

13 Attorneys for Plaintiff
 JEANNETTE RODRIGUEZ

15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA

17 JEANNETTE RODRIGUEZ,
 18 Plaintiff,
 19 v.
 20 SEARS, ROEBUCK AND CO.; and DOES
 21 1-20, inclusive,
 22 Defendants.

Case No. 2:14-cv-02553-TLN-EFB

**JOINT STIPULATION AND ORDER FOR
 FINAL AND BINDING ARBITRATION**

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 Case No. 2:14-cv-02553-TLN-EFB

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3 IT IS HEREBY STIPULATED by and between Plaintiff Jeannette Rodriguez and
4 Defendant Sears, Roebuck and Co. (collectively, the “Parties”), through their attorneys of record:

5 WHEREAS, the Complaint in this matter was filed on September 30, 2014, in the
6 Superior Court of the County of San Joaquin, Case No. 39-2014-00316668-CU-OE-STK, alleging
7 claims of (1) California Labor Code Retaliation; (2) Failure to Pay Minimum Overtime Wages; (3)
8 Failure to Provide Meal and Rest Breaks; (4) Waiting Time Penalties; (5) Failure to Provide
9 Accurate Wage Statements; (6) Disability Discrimination in Violation of the California Fair
10 Employment and Housing Act (FEHA); (7) Failure to Accommodate; (8) Failure to Engage in the
11 Interactive Process; (9) FEHA Retaliation; (10) the California Family Rights Act (CFRA)
12 Interference; (11) CFRA Retaliation; (12) Wrongful Termination in Violation of Public Policy; and
13 (13) Defamation; (14) Unfair Business Practice in violation of Business And Professions Code
14 §17200; (15) Penalties pursuant to the Private Attorney General Act (PAGA); (16) Failure to
15 Produce Records; and (17) Negligent Training (the “Claims”);

16 WHEREAS, on October 31, 2014, Defendant Sears, Roebuck and Co. removed this
17 matter to the U.S. District Court for the Eastern District of California, Case No. 2:14-cv-02553;

18 WHEREAS, the Parties now agree to submit the Claims, as set forth in Case No.
19 2:14-cv-02553, to final and binding individual arbitration through Judicial Arbitration and Mediation
20 Services (JAMS); and

21 WHEREAS, the Parties agree that the JAMS arbitrator shall have the authority to
22 adjudicate Plaintiff’s individual claim for penalties under PAGA

23 **IT IS HEREBY STIPULATED AND AGREED:**

24 1. The Claims set forth in Case No. 2:14-cv-02553 shall be submitted to final
25 and binding arbitration in accordance with the terms of the Arbitration Policy/Agreement and
26 “JAMS Employment Arbitration Rules & Procedures effective July 15, 2009”;

27 2. All matters in Case No. 2:14-cv-02553 shall be stayed in this Court pending
28 arbitration;

