

1 SEYFARTH SHAW LLP
 John Yslas (SBN 187324)
 2 E-mail: jyslas@seyfarth.com
 601 South Figueroa Street, Suite 3300
 3 Los Angeles, California 90017-5793
 Telephone: (213) 270-9600
 4 Facsimile: (213) 270-9601

5 SEYFARTH SHAW LLP
 Francesca L. Hunter (SBN 327571)
 6 fhunter@seyfarth.com
 2029 Century Park East, Suite 3500
 7 Los Angeles, California 90067
 Telephone: (310) 277-7200
 8 Facsimile: (310) 201-5219

9 Attorneys for Defendants
 ExamWorks, LLC, ExamWorks Review Services,
 10 LLC, and IME Resources, LLC

11
 12
 13 UNITED STATES DISTRICT COURT
 14 EASTERN DISTRICT OF CALIFORNIA

15
 16 JONI STEVENS, an individual,
 17
 18 Plaintiff,

19 v.

20 EXAMWORKS, LLC, a Delaware limited
 liability company; EXAMWORKS
 REVIEW SERVICES, LLC, a Delaware
 limited liability company; IME
 21 RESOURCES, LLC, a Delaware limited
 liability compare; and Does 1-10,
 22
 23 Defendants.

Case No. 2:21-cv-01252-TLN-DMC
 (Shasta County Superior Court Case
 No.197549)

**JOINT STIPULATION TO STAY
 ACTION PENDING
 ARBITRATION; ORDER**

Date Action Filed: June 14, 2021

24
 25 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

26 This Stipulation is made by and between Plaintiff JONI STEVENS (“Plaintiff”)
 27 and Defendants EXAMWORKS, LLC, EXAMWORKS REVIEW SERVICES, LLC, and
 28 IME RESOURCES, LLC (“Defendants”) (collectively, the “Parties”), by and through

JOINT STIPULATION TO STAY ACTION PENDING ARBITRATION; ORDER

1 their respective counsel of record. The Stipulation is made with reference to the
2 following facts:

3 1. **WHEREAS**, on or about April 23, 2019, Plaintiff executed an Arbitration
4 Agreement with Defendants (the “Agreement”) (**Exhibit A**).

5 2. **WHEREAS**, on June 14, 2021, Plaintiff filed a complaint in Shasta County
6 Superior Court alleging nine claims for relief; (1) Gender Discrimination in Violation of
7 FEHA; (2) Age Discrimination in Violation of FEHA; (3) Retaliation in Violation of
8 FEHA; (4) Failure to Prevent Discrimination and Harassment; (5) Violation of the
9 California Equal Pay Act; (6) Retaliation in Violation of the California Equal Pay Act;
10 (7) Retaliation in Violation of Labor Code § 1102.5; (8) Wrongful Termination in
11 Violation of Public Policy; and (9) Unfair Business Practices (the “Complaint”);

12 3. **WHEREAS**, on July 16, 2021, Defendants filed their Notice of Removal in
13 the Eastern District Court of California;

14 4. **WHEREAS**, from July 19, 2021 to August 23, 2021, the Parties met and
15 conferred regarding the Parties’ Arbitration Agreement and Defendants’ intent to file a
16 Motion to Compel Arbitration;

17 5. **WHEREAS**, Plaintiff has agreed to voluntarily submit her claims to binding
18 arbitration pursuant to the terms of the Arbitration Agreement and the Parties’ agreement
19 herein (which addresses the parameters of discovery);

20 6. **WHEREAS**, the Parties have agreed for Plaintiff to submit her claims to
21 final and binding arbitration with the American Arbitration Association (“AAA”);

22 **NOW, THEREFORE, IT IS HEREBY AGREED** by the Parties as follows:

23 1. Plaintiff will submit her individual claims set forth in the Complaint to final
24 and binding arbitration with AAA, pursuant to the Arbitration Agreement;

25 2. In arbitration before AAA, each Party will be entitled to five (5) initial
26 depositions; twenty-five (25) Interrogatories; twenty-five (25) Requests for Admission;
27 and twenty-five (25) Requests for Production;

1 3. Should the Parties wish to seek additional discovery beyond the initial
2 discovery permitted by this stipulation (as set forth in paragraph 2 above), the party
3 requesting additional discovery shall apply to the arbitrator and must make a showing
4 that there is a need for “adequate discovery” (consistent with striking an appropriate
5 balance between the desired efficiency of limited discovery in arbitration) pursuant to
6 *Armendariz v. Foundation Health Psychcare Services, Inc.* 24 Cal. 4th 83 (2000), and
7 agree to be bound by the arbitrator’s decision whether the party is entitled to such
8 additional discovery;

9 4. Defendant shall pay the initial arbitration filing fee and Plaintiff shall file
10 documents initiating arbitration with AAA. Defendants will pay all other costs that are
11 unique to arbitration, including the arbitrator’s fees and any other arbitration filing and
12 administrative fees. Plaintiff remains responsible, however, for all attorneys’ fees and
13 costs that are not payable to the AAA or arbitrator;

14 5. The arbitration of Plaintiff’s claims will take place in Los Angeles,
15 California;

16 6. California law will apply to Plaintiff’s claims in the arbitration; and

17 7. The action will be stayed pending completion of the arbitration. The Court
18 will retain jurisdiction for the limited purpose of entertaining statutory proceedings,
19 including a petition to confirm, vacate, or correct any arbitration award.

20 **IT IS SO STIPULATED.**

21 DATED: September 1, 2021

Respectfully submitted,

SEYFARTH SHAW LLP

24 By: /s/ John Yslas

25 John Yslas
26 Francesca Hunter
27 Attorneys for Defendant
ExamWorks, LLC, ExamWorks
Review Services, LLC, and IME
Resources, LLC

28 **ADDITIONAL SIGNATURES ON NEXT PAGE**

1 DATED: September 2, 2021

Respectfully submitted,

2 KING & SIEGEL LLP

3
4 By: /s/ Robert King

5 Robert King
6 Julian King
7 Attorneys for Plaintiff
8 JONI STEVENS

9 **SIGNATURE ATTESTATION**

10 I hereby attest that the other signatory listed, on whose behalf the filing is
11 submitted, concurs in the filing's content and has authorized the filing.

12 DATED: September 1, 2021

Respectfully submitted,

13 SEYFARTH SHAW LLP

14
15 By: /s/ John Yslas

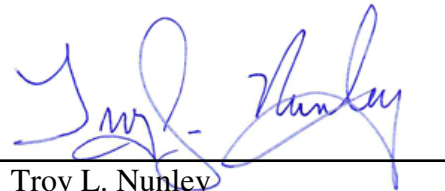
16 John Yslas
17 Francesca Hunter
18 Attorneys for Defendant
19 ExamWorks, LLC, ExamWorks
20 Review Services, LLC, and IME
21 Resources, LLC

22
23
24
25
26
27
28 **ORDER ON NEXT PAGE**

ORDER

IT IS SO ORDERED.

DATED: September 7, 2021



Troy L. Nunley
United States District Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28