

Kathleen Maylin (SBN 155371)
Mia N. Tucker (SBN 268389)
JACKSON LEWIS LLP
199 Fremont Street, 10th Floor
San Francisco, California 94105
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
Email: MaylinK@jacksonlewis.com
Mia.Tucker@jacksonlewis.com

Attorneys for Defendant
24 HOUR FITNESS USA, INC. (erroneously sued
as "24 HR Fitness")

Carl Alfred Lindstrom Jr
LINDSTROM LAW OFFICES
1975 Hamilton Avenue, Suite 27
San Jose, California 95125
Telephone: (408) 540-7164
Facsimile: (408) 351-0510
Email: lindyjr@lindstromlaw.com

Attorneys for Plaintiff
SUSAN PEREZ

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SUSAN PEREZ.

Plaintiff.

v.

24 HR FITNESS.

Defendant.

No. C 11-03078 PSG

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

Complaint filed: June 22, 2011

TO THE HONORABLE COURT:

WHEREAS on October 23, 2000 and January 25, 2005, Plaintiff SUSAN PEREZ
("Plaintiff") signed acknowledgements agreeing to arbitrate any dispute, claim or controversy
arising out of her employment (or termination of employment) with her former employer, 24
Hour Fitness USA, Inc. ("24 Hour Fitness") (erroneously sued herein as "24 HR Fitness")

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

1 (collectively "the Parties"), and to submit the dispute to a neutral arbitrator for resolution via
2 binding arbitration.

3 WHEREAS on June 22, 2011, Plaintiff Susan Perez filed a Complaint ("Complaint") in
4 the United States District Court, Northern District of California, alleging age discrimination
5 against 24 Hour Fitness.

6 WHEREAS on September 12, 2011, Plaintiff agreed to dismiss this civil action and
7 submit her claim to final and binding arbitration pursuant to the terms of the Parties' employment
8 agreement.

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

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

15 IT IS SO STIPULATED:

16
17 Date: September __, 2011

JACKSON LEWIS LLP

18
19 By: 

Kathleen Maylin
Mia N. Tucker
Attorneys for Defendant
24 HOUR FITNESS USA, INC.
(erroneously sued as "24 HR Fitness")

20
21
22
23 Date: September 14, 2011

LINDSTROM LAW OFFICES

24
25 By: 

Carl Lindstrom
Attorneys for Plaintiff
SUSAN PEREZ

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

~~PROPOSED~~ 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: 9/16/2011

Paul S. Amodeo
United States ~~District Court~~ Judge
Magistrate

4823-9264-9226, v. I