

1 Mitchell F. Boomer (State Bar No. 121441)
 Mia N. Tucker (State Bar No. 268389)
 2 JACKSON LEWIS LLP
 199 Fremont Street, 10th Floor
 3 San Francisco, California 94105
 Telephone: (415) 394-9400
 4 Facsimile: (415) 394-9401
 E-mail: boomer@m@jacksonlewis.com
 5 E-mail: mia.tucker@jacksonlewis.com

6 Attorneys for Defendant
 7 NORDSTROM, INC.

8
 9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

11 BENJAMIN HAYNES,

12 Plaintiff,

13 v.

14 NORDSTROM, INC., and RICK TURPIN,

15 Defendants.
 16

Case No. CV 11 3950 HRL

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

17 **TO THE HONORABLE COURT:**

18 On February 11, 2011, Plaintiff BENJAMIN HAYNES (“Plaintiff”) filed a Complaint
 19 (“Complaint”) in the United States District Court for the Northern District of California against
 20 Defendant NORDSTROM, INC. (hereinafter “Nordstrom”) and RICK TURPIN (hereinafter
 21 “Defendants”), alleging *quid pro quo* harassment, failure to prevent harassment, gender
 22 discrimination and wrongful termination.

23 On August 11, 2009, during his employment with Nordstrom, Plaintiff reviewed and
 24 accepted the terms of Nordstrom’s Dispute Resolution Program, agreeing to arbitrate post-
 25 employment claims with his employer, and to submit the dispute to a neutral arbitrator.

26 On December 28, 2011, Plaintiff advised Nordstrom that he agrees to submit this civil
 27 action to final and binding arbitration pursuant to Nordstrom’s Dispute Resolution Program.

28 ///

1 On January 18, 2012, Plaintiff agreed to dismiss this civil action and submit their
2 claims to final and binding arbitration.

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

- 5 1. This action be dismissed without prejudice to allow the parties to submit to
6 binding arbitration pursuant to contractual agreement;
- 7 2. All issues in connection to this action and arising out of Plaintiff's Complaint
8 shall be submitted to a mutually acceptable arbitrator pursuant to the binding
9 arbitration agreement signed by Plaintiff and Nordstrom's Dispute Resolution
10 Program;
- 11 3. All applicable statutes of limitation on any claims and/or counter-claims which
12 the Parties currently might otherwise assert shall be tolled until the arbitration
13 referenced above is concluded.
- 14

15 **IT IS SO STIPULATED.**

16

17 Dated: January 18, 2012

JACKSON LEWIS LLP

18
19 /s/ Mitchell F. Boomer
20 By: _____
21 Mitchell F. Boomer
22 Mia N. Tucker
Attorneys for Defendant
NORDSTROM, INC.

23 Date: January 18, 2012

KNISBACHER LAW OFFICES

24
25 By: /s/ Alden Knisbacher
26 _____
27 Alden Knisbacher
Attorney for Plaintiff
28 BENJAMIN HAYNES

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

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 be dismissed to allow the Parties to submit their claims to binding arbitration. The Clerk shall close the file.

**THE FOREGOING STIPULATION
IS APPROVED AND IS SO ORDERED.**

Date: January 18, 2012



THE HONORABLE JUDGE
United States District Court
Northern District of California

4846-0678-1198, v. 2