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6 Attorneys for Plaintiff
GAIL BLATT

7 *ADDITIONAL COUNSEL LISTED BELOW*

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
10 SAN DIEGO DIVISION
11

12 GAIL BLATT, an individual,
13 Plaintiff,

14 v.

15 MANPOWERGROUP US, INC., a
Wisconsin Corporation; EXPERIS US,
16 INC., a Wisconsin Corporation;
SUNEDISON, INC., a Delaware
17 Corporation; TERRAFORM POWER,
LLC, a Delaware Limited Liability
18 Company; and DOES 1-25, Inclusive,
19 Defendants.

Case No. 3:18-cv-00765-LAB-MDD

**STIPULATION FOR BINDING
ARBITRATION AND STAY OF
ACTION**

District Judge: Larry Alan Burns
Magistrate: Mitchell D. Dembin

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19 SUNEDISON, INC.

20 JONATHAN M. COHEN, Bar No. 168207
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23 1855 Market Street
24 San Francisco, CA 94103-1112
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27 Attorneys for Defendant
28 TERRAFORM POWER, LLC

1 Plaintiff GAIL BLATT ("Plaintiff"), Defendant MANPOWERGROUP US,
2 INC., Defendant EXPERIS US, INC., Defendant SUNEDISON, INC. and Defendant
3 TERRAFORM POWER, LLC ("Defendants"), by and through their respective
4 counsel of record, bring this stipulation for binding arbitration and request to stay the
5 instant action.

6 Pursuant to the Arbitration Agreement executed by Plaintiff Gail Blatt on or
7 about April 3, 2017, Plaintiff and Defendants agree to submit the instant action to
8 binding arbitration before arbitrator, Judge Linda Quinn (Ret.). A true and correct
9 copy of the Arbitration Agreement is attached hereto as Exhibit 1, and is incorporated
10 herein by reference.

11 Plaintiff and Defendants hereby stipulate that:

- 12 1. All of Plaintiff's claims are encompassed by the Arbitration Agreement;
- 13 2. The instant action shall be submitted to binding arbitration before
14 arbitrator, Judge Linda Quinn (Ret.);

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1 3. The Court shall stay the instant action in its entirety, but maintain
2 jurisdiction to (a) enforce the terms of this stipulation; (b) confirm the arbitration
3 award rendered in the instant action; and (c) make any other orders it deems necessary
4 and proper.

5 Dated: May 10, 2018

GRUENBERG LAW

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8 By: s/Joshua P. Pang
 JOSHUA D. GRUENBERG
 JOSHUA P. PANG
 Attorneys for Plaintiff
 GAIL BLATT

9
10 Dated: May 10, 2018

LITTLER MENDELSON, P.C.

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12
13 By: s/Allison C. Garrett
 DAVID J. DOW
 ALLISON C. GARRETT
 Attorneys for Defendants
 MANPOWERGROUP US, INC.
 AND EXPERIS US INC.

14
15 Dated: May 10, 2018

LITTLER MENDELSON, P.C.

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17
18 By: s/ Jennifer E. Savion
 JENNIFER E. SAVION
 Attorneys for Defendant
 SUNEDISON, INC.

19
20 Dated: May 10, 2018

JOSEPH & COHEN, P.C.

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23 By: s/ Jonathan M. Cohen
 Jonathan M. Cohen
 Attorneys for Defendant
 TERRAFORM POWER, LLC

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26 Firmwide:154282426.1 096215.1015

EXHIBIT 1

EXHIBIT 1

Experis Arbitration Agreement

1. Agreement to Arbitrate Disputes. I agree and acknowledge that Experis US Inc. ("Experis") and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context.

A. Experis and I agree that any claim, dispute, and/or controversy that I may have against Experis (or its respective owners, parents, subsidiaries, affiliates, directors, officers, managers, employees or agents) or that Experis may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or any other association with Experis shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (9 U.S.C. §§ 1, et seq.). Included within the scope of this Agreement are all disputes, whether based in tort, contract, statute including, but not limited to, any claims of discrimination and harassment, whether they be based on equitable law, or otherwise. The following claims are excluded from arbitration: claims arising under the National Labor Relations Act that are brought before the National Labor Relations Board; claims for medical and disability benefits under the local Worker's Compensation Act; claims for unemployment insurance benefits or any other claims that must be excluded from arbitration by state or federal law. Nothing herein, however, shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission, or similar state or local agency (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement).

B. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). Awards shall include the arbitrator's written reasoned opinion. Finally, Experis agrees to pay all types of costs that are unique to arbitration including arbitration administrative fees, arbitration hearing fees and arbitrator compensation fees.

C. I understand and agree that all claims against Experis must be brought in my individual capacity and not as a plaintiff or class member in any purported class action, group action, collective action or representative action proceeding (including but not limited to representative actions under the CA Labor Code Private Attorneys General Act of 2004). Similarly, any claims by Experis against me may not be brought as a plaintiff or class member in any purported class action, collective action or representative action proceeding. I understand that there is no right or authority for any dispute to be heard or arbitrated on a collective action basis, class action basis,

Experis Arbitration Agreement

representative action basis (including but not limited to representative actions under the CA Labor Code Private Attorneys General Act of 2004), as a private attorney general, or other bases involving claims or disputes brought in a representative capacity on behalf of the general public, on behalf of Experis employees (or any of them) or on behalf of other persons alleged to be similarly situated. I understand that there are no bench or jury trials and no class actions, collective actions, or representative actions (including but not limited to representative actions under the CA Labor Code Private Attorneys General Act of 2004) permitted under this Arbitration Agreement. The Arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the Arbitrator have the power to hear arbitration as a class action, collective action, or representative action (including but not limited to representative actions under the CA Labor Code Private Attorneys General Act of 2004).

D. **I understand that I may submit a form stating that I wish to opt-out and not be subject to Arbitration.** To opt-out, I must submit an " Arbitration Agreement Opt-Out" Form to Experis. I understand that I can obtain the form by contacting the Experis Onboarding Team at onboardingcompliance@experis.com. To be effective, my opt-out form must be received by Experis no later than 30-days after receipt of this Agreement. I further understand that I will not be subject to any adverse employment action because I choose to opt-out.

E. I understand and agree to this binding arbitration provision and that I and Experis give up our respective rights to trial by jury of any claim that I may have against Experis or that Experis may have against me.

2. Entire Agreement. This is the entire agreement between Experis and me regarding dispute resolution, and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of Experis to be binding against Experis. No supervisor or representative of Experis, other than the President of Experis, has any authority to enter into any agreement contrary to the foregoing. **Oral representations made before or after you are hired do not alter this Agreement.**

3. Severance. With the sole exception of Section 1.C of this Agreement, if any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed, and the remainder of this Agreement shall be enforceable. If Section 1.C of this Agreement is declared void or unenforceable in its entirety, the remainder of this agreement shall not be enforceable. However, if only the portion of Section 1.C of this Agreement containing my agreement to waive any right I may have to bring a representative action under the California Private Attorneys General Act of 2004 (" PAGA") is declared void or unenforceable, said term or provision shall be severed and the remainder of this agreement shall be enforceable. If the PAGA waiver is severed and I bring an action that includes claims subject to this agreement and under PAGA, Experis and I agree to stay the PAGA claims until the claims subject to this arbitration agreement are fully arbitrated. **This Agreement prohibits the arbitrator from consolidating the claims of others into one proceeding, to the maximum extent permitted by law. This means an arbitrator shall hear only individual claims and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group of claimants or employees in one proceeding, to the maximum extent permitted by law.** Any question or

Experis Arbitration Agreement

dispute concerning the scope or validity of this Agreement shall be decided by a court of competent jurisdiction and not the arbitrator. Should a court determine that the above prohibition on class, collective, representative, or group actions is invalid for any reason, the parties hereby waive any right to arbitration of a class, collective, representative, or group action and instead agree and stipulate that such claims will be heard only by a judge and not an arbitrator or jury. Additionally, the parties agree that if a party brings an action that includes both claims subject to arbitration under this Agreement and claims that by law are not subject to arbitration, all claims that by law are not subject to arbitration shall be stayed until the claims subject to arbitration under this Agreement are fully arbitrated. The parties further agree that in such a situation, the arbitrator's decision on the claims subject to arbitration, including any determinations as to disputed factual or legal issues, shall be entitled to full force and effect in any separate lawsuit on claims that by law are not subject to arbitration.

IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE ASK THE EXPERIS ONBOARDING TEAM BEFORE SIGNING.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE AGREEMENT AND UNDERSTAND THE SAME.

DO NOT SIGN UNTIL YOU HAVE READ THIS AGREEMENT.

I understand that by electronically signing this document by typing my full name below, that I acknowledge, agree and attest that the information provided by me is true and correct and I am freely intending to create and adopt as my own a legally binding electronic signature that carries the same legal effect and enforceability as my handwritten signature.

Signature: Gail R Blatt (Electronically signed)

Date: 04/03/2017

Electronically signed by Gail.Blatt, on 2017-04-03T22:06:59.900Z, IP: 68.111.137.203