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County of Los Angeles
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Attorneys for Defendant
IDEAL LIVING MANAGEMENT, LLC DBA
IDEAL LIVING, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MYRNA NISHIZAKI, an individual, Plaintiff, vs. IDEAL LIVING MANAGEMENT LLC DBA IDEAL LIVING, a California Limited Liability Company; PETER SPIEGEL, an individual; CARLTON NEWSOME, an individual, and DOES 1 through 100, inclusive, Defendants.	Case No. 23VECV03833 **JOINT STIPULATION TO ARBITRATE PLAINTIFF MYRNA NISHIZAKI'S CLAIMS AND TO STAY THIS ACTION** [Assigned for all purposes to The Honorable Virginia Keeny, Dept. W] [*Proposed Order submitted Separately herewith*] Action Filed: September 1, 2023 Trial Date: None Set

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IT IS HEREBY AGREED TO, by and between the undersigned attorneys for Plaintiff MYRNA NISHIZAKI ("Plaintiff") and Defendant IDEAL LIVING MANAGEMENT LLC DBA IDEAL LIVING ("Defendant" and together with Plaintiff as the "Parties"), as follows:

WHEREAS, a dispute has arisen between Plaintiff and Defendant regarding Plaintiff's employment with Defendant;

WHEREAS, on September 1, 2023, Plaintiff filed a civil Complaint in the Superior Court of California, County of Los Angeles, Case No. 23VECV03833 alleging the following claims against Defendant: (1) wrongful termination in violation of public policy; (2) discrimination based on religion; (3) whistleblower retaliation; (4) failure to prevent discrimination and retaliation; (5) defamation; (6) intentional infliction of emotional distress. (the "Action");

WHEREAS, at the outset of Plaintiff's employment on March 4, 2019, Plaintiff agreed to final and binding arbitration, and that arbitration will be the exclusive method for final and binding resolution of any claims against Defendant. Attached hereto as Exhibit "A" is a true and correct copy of the arbitration agreement ("the Arbitration Agreement");

WHEREAS, the Parties have agreed to submit the Action to arbitration in accordance with the terms of the Arbitration Agreement.

WHEREAS, with the Parties' agreement to proceed to arbitration, this action should be stayed.

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and between the undersigned attorneys for the Parties, as follows:

1. The Parties agree that the Arbitration Agreement (Ex. A) shall govern the arbitration procedure;

2. The Parties agree that this action should be stayed pending arbitration, and all dates currently on calendar should be vacated.

IT IS SO STIPULATED

DATED: November 10, 2023

LAW OFFICES OF LOYST P. FLETCHER

By: _____
Loyst P. Fletcher

Attorney for Plaintiff MYRNA NISHIZAKI

DATED: November 10, 2023

STUBBS ALDERTON & MARKILES, LLP

By: _____
Michael A. Sherman

Attorneys for Defendant IDEAL LIVING MANAGEMENT LLC DBA IDEAL LIVING

EXHIBIT **A**

AGREEMENT TO BE BOUND BY ALTERNATIVE DISPUTE RESOLUTION POLICY

PLEASE NOTE: Nothing contained in this Agreement To Be Bound By Alternative Dispute Resolution Policy is intended to require arbitration of any matter or claim which the courts of this jurisdiction have expressly held are not subject to mandatory arbitration.

Unlike the provisions of the Company Employee Handbook, the terms of this Agreement To Be Bound By Alternative Dispute Resolution Policy are contractual in nature.

I agree that in the event employment disputes arise between Ideal Living, LLC and/or any of their respective employees or officers (herein collectively referred to as the "Company"), on the one hand, and me, on the other hand, I will be bound by the Company Alternative Dispute Resolution Policy (the "ADR Policy"), which provides for final and binding arbitration.

This ADR Policy is understood to apply to all disputes relating to my employment, the terms and conditions of my employment, including but not limited to my compensation, wages, claims alleging failure to compensate for all hours worked, failure to pay overtime, failure to pay minimum wage, failure to reimburse expenses, failure to pay wages upon termination, failure to provide accurate, itemized wage statements, failure to provide meal and/or rest breaks, entitlement to waiting time penalties and/or other claims involving employee wages, benefits, discipline, performance evaluations, promotions, transfers, and the termination of my employment, as defined in the ADR Policy materials. I agree this ADR Policy prohibits me from joining or participating in a class action or representative action, acting as representative of others, excluding a private attorney general claim, or otherwise consolidating a covered claim with the claims of others.

I also acknowledge and agree that employment disputes arising out of or related to my employment, the terms and conditions of my employment, and the termination of my employment, all of which are also subject to the ADR Policy, include, but are not limited to, the following: (a) alleged violations of federal, state and/or local constitutions, statutes or regulations, (including but not limited to claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Equal Pay Act, and any other statutory scheme encompassing claims of discrimination and harassment on the basis of race, color, age, religious creed, national origin, ancestry, disability, sexual orientation, gender identity, sex or any other characteristic protected by law); (b) claims based on any purported breach of contractual obligation, including breach of the covenant of good faith and fair dealing including but not limited to claims of wrongful termination or constructive termination; (c) claims based on any purported breach of duty arising in tort, including violations of public policy, for emotional distress and defamation; and (d) claims related to the payment or non-payment of my wages, expenses and/or the provisions of breaks as required by law, including, but not limited to, alleged violations of the Fair Labor Standards Act and any other statutory scheme governing wages or working hours.

IN CONSIDERATION FOR AND AS A MATERIAL CONDITION OF EMPLOYMENT WITH Ideal Living, LLC, AND IN CONSIDERATION FOR THE COMPANY'S RETURN AGREEMENT TO BE BOUND BY THE COMPANY'S ADR PROGRAM AND HAVE ANY AND ALL CLAIMS ARISING OUT OF THE EMPLOYMENT RELATIONSHIP IT MAY ENJOY AGAINST ME RESOLVED IN THIS FORUM, AND PAY THE ARBITRATION FEES AS DESCRIBED THEREIN, IT IS AGREED THAT THE ALTERNATIVE DISPUTE RESOLUTION POLICY ATTACHED HERETO WHICH PROVIDES FOR FINAL AND BINDING ARBITRATION, IS THE EXCLUSIVE MEANS FOR RESOLVING COVERED DISPUTES; NO OTHER ACTION MAY BE BROUGHT IN COURT OR IN ANY OTHER FORUM. I UNDERSTAND THAT THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR ALL DISPUTES RELATING TO MY EMPLOYMENT, THE TERMS AND CONDITION OF MY EMPLOYMENT AND/OR THE TERMINATION OF MY EMPLOYMENT WHETHER BROUGHT BY ME OR THE COMPANY; ONLY AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE. IN ADDITION, I UNDERSTAND I AM PROHIBITED FROM JOINING OR PARTCIPATING IN A CLASS ACTION OR REPRESENTATIVE

AGREEMENT TO BE BOUND BY ALTERNATIVE DISPUTE RESOLUTION POLICY

ACTION, ACTING AS A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE OF OTHERS, OR OTHERWISE CONSOLIDATING A COVERED CLAIM WITH THE CLAIM OF OTHERS.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

I also acknowledge and agree that the following types of disputes are expressly excluded and not covered by this policy: (a) disputes related to workers' compensation and unemployment insurance; and (b) disputes or claims that are expressly excluded by federal or state statute or are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan. I also agree that if I file a lawsuit in court involving both claims that are subject to arbitration in accordance with this Agreement as well as claims that are not subject to arbitration, the court should and will stay, or place on hold, any litigation of the claims in the case that are not subject to arbitration and require arbitration of the claims that are subject to arbitration proceed before any litigation in court of claims that are not subject to arbitration. I also agree that the arbitrator's decision as to the claims that are subject to arbitration, including any determinations as to disputed factual or legal issues, will be entitled to full force and effect, and be binding in any later court proceedings related to claims that are not subject to arbitration. I also acknowledge and agree that nothing in this Agreement or the attached ADR Policy shall be construed as precluding any employee from filing a charge with a state or federal administrative agency, such as the U.S. Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board. A state or federal administrative agency would also be free to pursue any appropriate action. However, any claim that is not resolved administratively through such an agency shall be subject to this agreement to arbitrate and the ADR Policy.

I also acknowledge that I have been provided a copy of the ADR Policy for me to keep. I understand that I can obtain a copy of the Employment Arbitration Rules and Mediation Procedures at www.adr.org.

Myra Nishizaki — 3/5/19

Print Name — Date

Employee Signature

By: _____ — 3/6/19

Ideal Living, LLC — Date

[PROPOSED] ORDER

Upon stipulation of the parties and for good cause appearing:

1. The Petition to Compel Arbitration is granted;

2. The parties are ordered to arbitrate the claims in this action, to the tribunal of Signature Resolution and in accordance with American Arbitration Association (AAA) rules and procedures;

3. This action is stayed pending completion of arbitration;

4. The December 12, 2023 hearing on the Petition to Compel Arbitration and the December 29, 2023 Case Management Conference are vacated; and

5. A status conference regarding the status of arbitration and the stay of this action is set for June 7, 2024.

IT IS SO ORDERED.

Dated: 11/15/2023

Hon. Virginia Keeny
Judge of the Superior Court

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