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9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11 DENISE SAILES,

12 Plaintiff,

13 v.

14 MULTI-CHEM GROUP, LLC;
15 HALLIBURTON ENERGY SERVICES,
16 INC.; RAY ENGLE; DOES 1 through
17 100,

18 Defendants.

Case No. 1:14-CV-01363

**STIPULATION AND [PROPOSED]
ORDER TO STAY ALL
PROCEEDINGS PENDING
MEDIATION AND BINDING
ARBITRATION**

(Doc. 19)

Judge: Magistrate, Jennifer L. Thurston

19 **RECITALS**

20 Defendants Multi-Chem Group, LLC and Halliburton Energy Services, Inc.
21 (collectively, "Defendants") filed a Motion to Compel Arbitration pursuant to the Halliburton
22 Company Dispute Resolution Process ("Halliburton DRP").

23 In lieu of opposing Defendants' Motion to Compel Arbitration, Plaintiff Denise
24 Sailes ("Plaintiff") agrees to submit all of her claims in Case No. 1:14-cv-01363 ("Litigation")
25 to mediation pursuant to the Halliburton DRP. If mediation does not resolve the Litigation,
26 Plaintiff further agrees to submit all of her claims in this Litigation to binding arbitration
27 pursuant to the Halliburton DRP.

28 The Parties agree that proceedings in this Court shall be stayed pending the
completion of the mediation and if necessary, binding arbitration. The Parties further agree
that this Court shall retain jurisdiction to confirm the arbitration award, if any, and to enter
judgment, if any, for the purposes of enforcement.

1 **STIPULATION**

2 Defendants, by and through their counsel of record, Michael S. Helsley, of the
3 law firm Wanger Jones Helsley PC, and Plaintiff, by and through her counsel Randall Rumph,
4 hereby stipulate as follows:

5 1. The Parties will attend mediation pursuant to the Halliburton Company
6 Dispute Resolution Program;

7 2. All of Plaintiff's claims in this Litigation will be submitted to mediation;

8 3. If mediation does not resolve this Litigation, the Parties will attend
9 binding arbitration pursuant to the Halliburton Company Dispute Resolution Program;

10 4. If mediation does not resolve this Litigation, all of Plaintiff's claims in
11 this Litigation shall be submitted to binding arbitration pursuant to the Halliburton Company
12 Dispute Resolution Process;

13 5. All proceedings in this Court shall be stayed to allow the completion of
14 mediation and if necessary, binding arbitration; and

15 6. The Court shall retain jurisdiction to confirm the arbitration award, if
16 any, and enter judgment, if any, for the purposes of enforcement.

17 **IT IS SO STIPULATED.**

18 DATED: January 6, 2015

WANGER JONES HELSLEY PC

19
20 By /s/ Michael S. Helsley
Michael S. Helsley
21 Jena M. Graykowski, Attorneys for
Defendants, Halliburton Energy Services, Inc.
22 and Multi-Chem Group, LLC

23 DATED: January 6, 2015

RANDALL RUMPH

24
25 By /s/ Randall Rumph
Randall Rumph
26 Attorney for Plaintiff Denise Sailes

1 **ORDER**

2 1. The stipulation of the parties to remand this matter to arbitration is **GRANTED**;

3 **2.** The matter is **STAYED**¹ to allow the completion of the arbitration; and

4 3. Every 120 days **and** no later than 30 days after the issuance of the arbitrator’s
5 decision, counsel **SHALL** file a joint status report; and

6 4. The Court retains jurisdiction to confirm the arbitration award and enter
7 judgment for the purpose of enforcement.

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9 IT IS SO ORDERED.

10 Dated: January 8, 2015

/s/ Jennifer L. Thurston
11 UNITED STATES MAGISTRATE JUDGE

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26 _____
27 ¹ The FAA provides, “If any suit or proceeding be brought in any of the courts of the United States upon any issue
28 referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement . . .” 9 U.S.C § 3.