

1 MICHAEL J. STORTZ (SBN 139386)
Michael.Stortz@dbr.com
2 MATTHEW J. ADLER (SBN 273147)
Matthew.Adler@dbr.com
3 DRINKER BIDDLE & REATH LLP
50 Fremont Street, 20th Floor
4 San Francisco, CA 94105-2235
Telephone: (415) 591-7500
5 Facsimile: (415) 591-7510

6 MICHAEL W. MCTIGUE JR.*
michael.mctigue@dbr.com
7 MEREDITH C. SLAWE*
meredith.slawe@dbr.com
8 DRINKER BIDDLE & REATH LLP
One Logan Square, Suite 2000
9 Philadelphia, PA 19103
10 Telephone: (215) 988-2700
Facsimile: (215) 988-2757

11 Attorneys for Defendant
12 COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC
13 * *pro hac vice* to be sought

14 UNITED STATES DISTRICT COURT
15 EASTERN DISTRICT OF CALIFORNIA

16
17 MARK WALCH,
18 Plaintiff,
19 v.
20 COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC,
21 Defendant.
22

Case No. 2:17-cv-01849-WBS-KJN

**STIPULATION AND [PROPOSED]
ORDER FOR BINDING
ARBITRATION AND STAY OF
ACTION PENDING ARBITRATION**

1 WHEREAS, Plaintiff Mark Walch (“Plaintiff”) filed a Complaint against Defendant
2 Comcast Cable Communications Management, LLC (“Comcast”) on September 6, 2017 (Dkt.
3 No. 1);

4 WHEREAS, Plaintiff alleges that he had a Comcast account and that he received debt-
5 collection telephone calls concerning this account (Compl. ¶¶ 23, 24, 27);

6 WHEREAS, Plaintiff asserts claims for negligent and willful violations of the Telephone
7 Consumer Protection Act, 47 U.S.C. § 227, for alleged violation of the Fair Debt Collection
8 Practices Act, 15 U.S.C. § 1692 *et seq.*, and for alleged violation of the Rosenthal Fair Debt
9 Collection Practices Act, Cal. Civ. Code § 1788, *et seq.*;

10 WHEREAS, after the filing of Plaintiff’s Complaint, the parties met and conferred and
11 have agreed to resolve Plaintiff’s claims in a binding, individual arbitration proceeding
12 administered through the American Arbitration Association in accordance with the terms of the
13 Comcast Agreement for Residential Services (“Subscriber Agreement”) applicable to Plaintiff’s
14 Comcast account, which is attached hereto as Exhibit A.

15 THEREFORE, IT IS HEREBY STIPULATED by the parties through their respective
16 counsel as follows:

- 17 1. Plaintiff’s claims in this action shall be resolved through binding, individual
18 arbitration pursuant to the terms of the Subscriber Agreement;
- 19 2. This action shall be stayed in its entirety pending completion of the arbitration
20 proceeding;
- 21 3. To the extent this action is not stayed on or before November 20, 2017, Comcast
22 shall be relieved of its obligation to answer or otherwise respond to Plaintiff’s Complaint on that
23 date; and
- 24 4. The parties shall file a joint status report every 120 days from the date this
25 Stipulation is approved by the Court, and, additionally, 30 days after the issuance of any
26 resolution or decision by an arbitrator.

27 IT IS SO STIPULATED.

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

Dated: November 17, 2017

DRINKER BIDDLE & REATH LLP

By: /s/ Matthew J. Adler

Michael J. Stortz
Matthew J. Adler

Attorneys for Defendant
COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Dated: November 17, 2017

HYDE & SWIGART

By: /s/ Yana A. Hart (authorized 11.17.2017)

Joshua B. Swigart
Yana A. Hart

Attorneys for Plaintiff
MARK WALCH

ORDER

Pursuant to the Stipulation of the parties, **IT IS SO ORDERED.** The clerk's office shall administratively close this action, to be reopened upon motion of counsel or order of the court.

Dated: November 20, 2017



WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE