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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

INTERNATIONAL MEDCOM, INC.,

Plaintiff,

v.

S.E. INTERNATIONAL, INC.,

Defendant.

Case No. 15-cv-03839-HSG

**ORDER GRANTING IN PART AND
DENYING IN PART DEFENDANT'S
MOTION TO COMPEL ARBITRATION**

Re: Dkt. No. 27

Pending before the Court is Defendant's motion to compel arbitration and stay this action pending the results of that arbitration. The parties agree that their settlement agreement requires this dispute to be arbitrated, but disagree about who the arbitrator should be. Dkt. No. 27 at 20; Dkt. No. 33 at 9. The Court **GRANTS** Defendant's motion to compel arbitration, but **DENIES** the request that the Court order the parties to arbitrate before Jane Michaels.

The Court's role in this dispute is clear. The Federal Arbitration Act directs that the Court "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. As noted above, neither party disputes the enforceability of the arbitration clause in the Addendum to Basic Terms of Settlement. The Court therefore orders the parties to meet and confer and to identify an arbitrator of whom both parties approve. Should the parties fail to agree, the Court orders the parties to submit a joint list of six arbitrators with curriculum vitae attached; the Court will select an arbitrator from the list, pursuant to 9 U.S.C. § 5.

The parties are ordered to submit a joint status report with the identified arbitrator or the list of six arbitrators by December 9, 2015. The parties are advised that referral to the Northern District's Alternative Dispute Resolution Program is inappropriate, because arbitration under ADR Local Rule

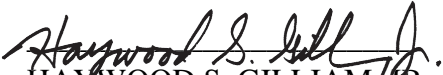
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8-1 results in a non-binding judgment, and the arbitration clause in this case requires that arbitration be binding.

This action is STAYED, and the Clerk shall administratively close this case. Either party may petition to reopen the case should appropriate circumstances arise.

IT IS SO ORDERED.

Dated: 12/2/2015


HAYWOOD S. GILLIAM, JR.
United States District Judge