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6 Attorneys for Plaintiff:
 DRIFTWOOD HAYWARD OPERATING
 7 COMPANY, LP dba DRIFTWOOD
 HEALTHCARE CENTER – HAYWARD
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9 **UNITED STATES DISTRICT COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**

12 DRIFTWOOD HAYWARD OPERATING
 COMPANY, LP dba DRIFTWOOD
 13 HEALTHCARE CENTER – HAYWARD;

14 Plaintiff,

15 vs.

16 FELIX E. MARTINEZ, an individual

17 Defendant

Case No.: 3:16-cv-00583-WHO
 JOINT STIPULATION TO DISMISS
 COMPLAINT PURSUANT TO FEDERAL
 RULE OF CIVIL PROCEDURE 41

JUDGE: Hon. William H. Orrick

19
 20 WHEREAS on February 3, 2016, Plaintiff Driftwood Hayward Operating Company, LP
 21 dba Driftwood Healthcare Center filed a Complaint in this Court seeking an Order to Compel
 22 Defendant to arbitrate his underlying State Court claim. Plaintiff brought said Complaint
 23 pursuant to the Federal Arbitration Act.

24 WHEREAS in filing the subject complaint, Plaintiff Driftwood Hayward Operating
 25 Company dba Driftwood Healthcare Center asserted that Erika Martinez, pursuant to the
 26 authority granted to her via a Durable Power of Attorney, executed an Arbitration Agreement on
 27 behalf of Felix Martinez that required Mr. Martinez to litigate all claims against Plaintiff in an
 28 arbitration forum.

1 WHEREAS after filing the instant Complaint, Defendant Felix Martinez, in an attempt
2 to “meet and confer” provided the Declaration of Erika Martinez. Within this Declaration,
3 Erika Martinez declared under penalty of perjury that the signature appearing on the arbitration
4 agreement did not belong to her.

5 WHEREAS after receiving this Declaration, Plaintiff immediately conducted discovery
6 and retained a handwriting expert in an effort to determine the veracity of Erika Martinez’s
7 declaration.

8 WHEREAS after the completion of this discovery, and having obtained the opinion of
9 its handwriting expert, Plaintiff has concluded that the signature appearing on the arbitration
10 agreement does not belong to Erika Martinez, and as a result, the instant Complaint should be
11 dismissed.

12 **IT IS THEREFORE STIPULATED:**

13 1. The Complaint for Arbitration filed by Plaintiff Driftwood Hayward Operating
14 Company, LP dba Driftwood Healthcare Center shall be dismissed pursuant to Federal Rule of
15 Civil Procedure §41

16 **IT IS SO STIPULATED.**

17 Dated: July 12, 2016

GIOVANNIELLO LAW GROUP

18
19 By: /s/ Thomas C. Swann
20 Alexander F. Giovannello
21 Thomas C. Swann
22 Paul H. Kang
23 Attorneys for Plaintiff
24 DRIFTWOOD HAYWARD OPERATING
25 COMPANY, LP dba DRIFTWOOD
26 HEALTHCARE CENTER - HAYWARD

24 Dated: July 12, 2016

**LAW OFFICES OF R. MICHAEL
LIEBERMAN**

25
26 By: /s/ R. Michael Lieberman
27 R. Michael Lieberman
28 Attorney for Defendant
FELIX E. MARTINEZ

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IT IS SO ORDERED:

Dated: July 14, 2016

By: 
Hon. William H. Orrick
Judge of the United States District Court