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 6 CALIFORNIA; and BLUE SHIELD OF CALIFORNIA EXECUTIVE
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 7 SEVERANCE PAY PLAN
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14 *Attorneys for Plaintiff*
 15 LOUIS LOMBARDO

16 UNITED STATES DISTRICT COURT
 17 NORTHERN DISTRICT OF CALIFORNIA
 18 SAN FRANCISCO DIVISION

19 LOUIS LOMBARDO,

20 Plaintiff,

21 vs.

22 BLUE SHIELD OF CALIFORNIA, a
 23 corporation, and BLUE SHIELD OF
 CALIFORNIA EXECUTIVE VICE
 24 PRESIDENTS AND SENIOR VICE
 PRESIDENTS SEVERANCE PAY PLAN,
 25 an employee benefit plan,

26 Defendants.

Case No. 3:16-cv-05411

**STIPULATION AND ~~PROPOSED~~
 ORDER FOR ARBITRATION**

1 Plaintiff Louis Lombardo (“Lombardo”), and Defendants California Physicians’ Service
2 d/b/a Blue Shield of California and Blue Shield of California Executive Vice Presidents’ and
3 Senior Vice Presidents’ Severance Pay Plan (collectively, “Blue Shield”), through their counsel
4 of record, hereby agree and stipulate as follows:

5 1. This action was filed on September 21, 2016 in the United States District Court,
6 Northern District of California, Case No. CGC-3:16-cv-05411 (the “Action”);

7 2. Defendants were served on September 27, 2016;

8 3. Defendants filed their Motion to Compel Arbitration on November 28, 2016;

9 4. Lombardo, who is a former employee of Blue Shield, entered into a written
10 severance pay plan with Blue Shield which had a provision for the parties to submit claims
11 arising out of the agreement to binding arbitration;

12 5. Lombardo will file a demand for arbitration with ADR Services;

13 6. The parties hereto agree that this Action will be adjudicated in binding arbitration
14 through ADR Services, and have chosen the Hon. James Lambden to arbitrate the dispute;

15 7. Blue Shield of California has agreed to pay for the costs and fees charged by ADR
16 Services and the arbitrator resulting from the arbitration, except as set forth below;

17 8. If the parties cannot resolve all discovery disputes without involving the arbitrator,
18 and if the arbitrator requires briefing of any kind by the parties with regard to a discovery dispute
19 raised by Lombardo, or if the arbitrator is required to devote more than one hour of time to
20 resolving a discovery dispute raised by Lombardo, then Lombardo shall be required to pay for
21 50% of the fees charged by the arbitrator with regard to the discovery dispute. However, to the
22 extent Lombardo withdraws any such motions or cancels a hearing on such motions, he shall be
23 required to pay 100% of the fees charged by the arbitrator with regard to the motions (unless the
24 reason that the motion was withdrawn or the hearing was canceled was because Blue Shield
25 complied entirely with the demands made by Lombardo in his motion);

26 9. If Lombardo files any potentially dispositive motions (for example, a motion for
27 summary judgment), Lombardo shall be responsible for paying 50% of the arbitrator’s fees for
28 time spent by the arbitrator on such motion(s) (e.g., time spent reviewing the motion, time spent

1 hearing the motion, time spent ruling on the motion, etc.). To the extent Lombardo withdraws any
2 such motions he has filed or cancels a hearing on such motions, he shall be required to pay 100%
3 of the fees charged by the arbitrator with regard to the motions. Notwithstanding the foregoing
4 provisions, Lombardo shall not be responsible for paying any of the arbitrator's fees if Lombardo
5 is simply filing a dispositive cross-motion in response to a dispositive motion filed by Blue
6 Shield.

7 10. Lombardo will pay half of the initial filing fee and his -nonrefundable
8 administrative fee charged to each party by ADR Services, and Blue Shield will pay the
9 remainder of the initial filing fees and all other administrative fees going forward;

10 11. The parties hereto agree that Blue Shield is not waiving its right to seek
11 enforcement of the prevailing party provision included in the severance pay plan.. The parties
12 also agree that Lombardo is not waiving his right to argue to the arbitrator that Lombardo should
13 not be (or cannot be) required to pay the costs of arbitration or Blue Shield's attorneys' fees in the
14 event that Blue Shield is the prevailing party.

15 12. The parties agree that, if the Hon. James Lambden is unable or unwilling to serve
16 as the arbitrator in this matter, this Stipulation is void and of no effect.

17 NOW THEREFORE, and subject to the above, the parties hereto agree that:

18 13. Lombardo will file a demand for binding arbitration of this Action in its entirety
19 to the Hon. James Lambden at ADR Services.

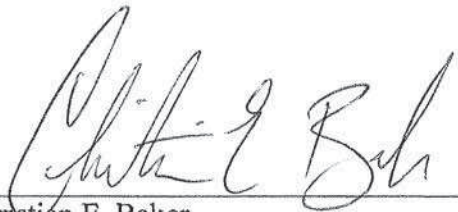
20 14. The Action should be stayed in its entirety while the case is submitted to binding
21 arbitration.

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25 IT IS SO STIPULATED.

26 Dated: January 25, 2017

27 MANAT, PHELPS & PHILLIPS, LLP

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By: 
Christian E. Baker
Attorneys for Defendants
CALIFORNIA PHYSICIANS' SERVICE
D/B/A BLUE SHIELD OF CALIFORNIA;
and BLUE SHIELD OF CALIFORNIA
EXECUTIVE VICE PRESIDENTS' AND
SENIOR VICE PRESIDENTS'
SEVERANCE PAY PLAN


Dated: January 24, 2017

McGUINN, HILLSMAN & PALEFSKY

By: 
Cliff Palefsky
Attorneys for Plaintiff
LOUIS LOMBARDO

IT IS ORDERED that this Action shall be stayed.

Dated: January 25, 2017

By: 
Richard Seeborg
United States District Judge