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13 Attorneys for Plaintiff  
 FRANK SAITTA

14 **UNITED STATES DISTRICT COURT**  
 15 **NORTHERN DISTRICT OF CALIFORNIA**

17 FRANK SAITTA, an individual,  
 18 Plaintiff,

19 v.

20 SIGNAL PERFECTION, LTD., a Florida  
 21 Corporation; and DOES 1 through 20,  
 inclusive,  
 22 Defendant.

Case No. 3:20-cv-05953- RS

**STIPULATION AND ORDER TO SUBMIT  
 MATTER TO BINDING ARBITRATION  
 AND TO DISMISS COURT ACTION**

Complaint Filed: July 14, 2020

Trial Date: None Set  
 Judge: Hon. Joseph C. Spero

1 **STIPULATION**

2 WHEREAS, on July 14, 2020, Plaintiff Frank Saitta (“Plaintiff”) filed this action in the  
3 Superior Court of California for the County of Alameda against Defendant Signal Perfection, Ltd.  
4 (“Defendant”) asserting causes of action for: (1) Failure to Reinstate in Violation of the California  
5 Family Rights Act (“CFRA”); (2) Discrimination in Violation of the CFRA; (3) Retaliation in  
6 Violation of the CFRA; (4) Disability Discrimination in Violation of the Fair Employment and  
7 Housing Act (“FEHA”); (5) Failure to Engage in a Good Faith Interactive Process in Violation of  
8 the FEHA; (6) Failure to Provide Reasonable Accommodation in Violation of the FEHA; (7)  
9 Retaliation in Violation of the FEHA; (8) Failure to Prevent Discrimination and Retaliation in  
10 Violation of the FEHA; and (9) Wrongful Termination in Violation of Public Policy (the  
11 “Action”).

12 WHEREAS, on August 24, 2020, Defendant removed this Action to this Court.

13 WHEREAS, the parties agree that they entered into and are bound by the arbitration  
14 agreement signed by Plaintiff on January 9, 2015, with respect to the claims at issue in the Action.

15 NOW, THEREFORE, Plaintiff and Defendant, by and through their respective counsel,  
16 hereby stipulate and agree as follows:

- 17 1. The Action shall be submitted to binding arbitration;  
18 2. The Action shall be dismissed in its entirety, in light of the agreement to arbitrate,  
19 without prejudice to refile upon the conclusion of the arbitration to enforce any  
20 award, if necessary.

21 **IT IS SO STIPULATED.**

22 DATED: September 3, 2020

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

24 By: /s/ J.P. Schreiber  
25 CHARLES L. THOMPSON, IV  
J.P. SCHREIBER

26 Attorneys for Defendant  
27 SIGNAL PERFECTION, LTD.

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DATED: September 3, 2020

MANUKYAN LAW FIRM, APC.

By: /s/ Edgar Manukyan  
EDGAR MANUKYAN

Attorneys for Plaintiffs  
FRANK SAITTA

**ATTESTATION PER CIVIL L.R. 5-1(i)(3)**

I hereby attest that concurrence in the filing of this document has been obtained from each of the other signatories.

DATE: September 3, 2020

By: /s/ J.P. Schreiber  
J.P. Schreiber

Attorneys for Defendant  
SIGNAL PERFECTION, LTD.


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**ORDER**

The above stipulation is approved. This action shall be submitted to binding arbitration, and shall be dismissed in its entirety, in light of the agreement to arbitrate, without prejudice to refile upon the conclusion of the arbitration to enforce any award, if necessary.

**IT IS SO ORDERED.**

DATED: September 15, 2020

  
\_\_\_\_\_  
HON. RICHARD SEEBORG  
UNITED STATES DISTRICT JUDGE

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