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18 Attorneys for Defendant
 19 FEDERAL HOME LOAN BANK OF SAN
 20 FRANCISCO

21 UNITED STATES DISTRICT COURT

22 NORTHERN DISTRICT OF CALIFORNIA

23 Gary Marsh, on behalf of himself,

24 Plaintiff

25 vs.

26 Federal Home Loan Bank of San
 27 Francisco, a California Corporation, and
 28 DOES 1 through 100, inclusive,

Defendants.

Case No. 4:16-cv-05084-KAW

**JOINT STIPULATION AND
 [PROPOSED] ORDER SUBMITTING
 ENTIRE ACTION TO ARBITRATION
 AND STAYING PROCEEDING**

1 Plaintiff GARY MARSH (“Plaintiff”) and FEDERAL HOME LOAN BANK OF SAN
2 FRANCISCO (“Defendant”), by and through their respective counsel of record, hereby stipulate
3 and agree as follows:

4 WHEREAS, on July 19, 2016, Plaintiff filed a Complaint against Defendant in the
5 Superior Court of California, County of San Francisco;

6 WHEREAS, Defendant removed the case to the United States District Court, Northern
7 District of California;

8 WHEREAS, during his employment with Defendant, Plaintiff entered into an agreement
9 to arbitrate any and all claims arising out of Plaintiff’s employment with Defendant, pursuant to
10 the Federal Arbitration Act (9 U.S.C. §§ 1-16), which Defendant contends is valid and binding
11 with respect to Plaintiff’s claims in this action (the “Arbitration Agreement”);

12 WHEREAS, Plaintiff and Defendant agree that Plaintiff’s claims should be submitted to
13 binding arbitration, pursuant to the terms of the Arbitration Agreement;

14 WHEREAS, the parties agree that Plaintiff’s Complaint against Defendant filed on July
15 19, 2016 is deemed as the served Request for Arbitration;

16 WHEREAS, the parties agree to stay all proceedings in this case until arbitration has
17 been completed; provided however, that this stipulation shall not be construed as a waiver of
18 Defendant’s right to seek dismissal of this case upon completion of the binding arbitration.

19 **NOW, THEREFORE, IT IS HEREBY STIPULATED** between the Parties, by and
20 through their respective attorneys of record, subject to an order of the Court, that:

21 (1) All of Plaintiff’s claims in this case shall be submitted to final and binding
22 arbitration in accordance with the Arbitration Agreement;

23 (2) The Parties agree to meet and confer regarding the selection of a mutually agreeable
24 arbitrator;

25 (3) This action shall be stayed pursuant to 9 U.S.C. § 3 pending the completion of
26 binding arbitration;

27 (4) The Court shall retain jurisdiction to enter orders regarding the arbitrator’s award as
28 provided in 9 U.S.C. §§ 9-13; and

1 (5) Any and all pending deadlines before or with this Court should be taken off calendar.

2 **IT IS SO STIPULATED.**

3
4 DATED: September 23, 2016

5 */s/ Stephen Noel Ilg*

6 _____
7 Stephen Noel Ilg
8 Ilg Legal Office
9 Attorneys for Plaintiffs

10
11 Dated: September 23, 2016

12 */s/ Douglas J. Melton*

13 _____
14 Douglas J. Melton
15 Long & Levit, LLP
16 Attorneys for Defendant
17 Federal Home Loan Bank of San Francisco

18 Pursuant to Local Rule 5-1(i)(3), I, STEPHEN NOEL ILG, attest that
19 concurrence in the filing of this document has been obtained from each of the other Signatories.

20 DATED: September 23, 2016

21 */s/ Stephen Noel Ilg*

22 _____
23 Stephen Noel Ilg
24 Ilg Legal Office
25 Attorneys for Plaintiffs

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ORDER
PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 9/27/16 _____ Kandis Westmore _____

MAGISTRATE KANDIS A. WESTMORE