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6 UNITED STATES DISTRICT COURT
 7
 8 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

9
10 Adolfo Martinez Lomeli,

11 Plaintiffs,

12 vs.

13 Citibank N.A., Client Services, Inc.,

14 Defendants.

CASE NO.: CV12-6570HRL

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STIPULATION AND []
 ORDER TO COMPEL
 ARBITRATION AND TO STAY
 ACTION

16 TO THE COURT, ALL PARTIES IN INTEREST AND THEIR ATTORNEYS OF
17 RECORD:

18 WHEREAS, plaintiff, Adolfo Martinez Lomeli ("Plaintiff"), on the one hand, and
19 defendants, Citibank N.A. ("Citibank") and Client Services, Inc. ("CSI"), on the other
20 hand, have agreed to stipulate to an order compelling the instant dispute to binding
21 arbitration before JAMS, San Jose division, as a consumer arbitration.

22 Plaintiff agrees to pay only \$250.00 to JAMS and no more. Defendant Citibank,
23 N.A., ("Citibank") shall pay JAMS any other fees (including arbitrator compensation) and
24 costs required.

25 THEREFORE, IT IS HEREBY STIPULATED BY AND BETWEEN PLAINTIFF,
26 CITIBANK and CSI, THROUGH THEIR COUNSEL OF RECORD, THAT:

27 1. The instant dispute is compelled to binding arbitration before JAMS as a
28 consumer arbitration pursuant to the terms of the revised Citibank Arbitration

1 Agreement contained in the revised Card Agreement (a copy of which is attached
2 hereto as Exhibit "A").

3 2. Plaintiff agrees to pay only \$250.00 to JAMS and no more. Defendant
4 Citibank, N.A., ("Citibank") shall pay JAMS any other fees (including arbitrator
5 compensation) and costs required.

6 3. The JAMS arbitrator's award is final and binding on the parties unless a party
7 appeals it in writing to JAMS as specified in the JAMS Optional Arbitration Appeal
8 Procedure June 2003 rules (Exhibit "B" hereto"). A final and binding award is subject to
9 judicial review and enforcement as provided by the FAA or other applicable law.

10 4. The instant action is stayed pending notification of the outcome of the
11 arbitration proceedings.

12 5. The Northern District of California, San Jose Division, shall retain jurisdiction
13 for the purpose of enforcing this Stipulation and entering judgment upon the award of
14 the arbitrator.

15 IT IS SO STIPULATED:

16 Dated: March 26, 2013

LAW OFFICES OF BALAM O. LETONA

17 By: /s/Balám Letona

Balam O. Letona

18 Attorneys for Adolfo Martinez Lomeli

19 Dated: March 26, 2013

LAW OFFICES OF MICHAEL D. SCHULMAN

20 By: /s/ Michael Schulman

21 Michael D. Schulman

22 Attorneys for Citibank, N.A.

23 Dated: March 26, 2013

CARLSON & MESSER LLP.

24 By: /s/ David Kaminski

25 David Kaminski

Attorneys for Client Services, Inc.

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ORDER

GOOD CAUSE HAVING BEEN SHOWN, the Court adopts the stipulation of the parties and hereby stays this action pending arbitration.

SO ORDERED.

Dated: _____

Ronald M. Whyte

JUDGE OF THE DISTRICT COURT