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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

ISMAEL DIAZ,	)	Case No. 3:21-cv-00471-L-LL
Plaintiffs,	}	
vs.	}	<b>ORDER GRANTING IN PART</b>
CITIBANK, N.A., and	)}	<b>JOINT MOTION TO AND</b>
Defendant.	}	<b>ADMINISTRATIVELY CLOSING</b>
	}	<b>ACTION AND DISMISSING</b>
	}	<b>ACTION WITHOUT PREJUDICE</b>
	}	[ECF NO. 5]

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Pending before the Court is Joint Motion to Stay Action and Arbitrate Claims. (ECF No. 5, “Joint Motion.”) For the reasons stated below, the Joint Motion is granted in part. This action is dismissed without prejudice.


The parties’ request to arbitrate this action before the American Arbitration Association pursuant to the terms of the arbitration agreement in the parties’ credit card agreement (ECF No. 5-1, “Arbitration Clause”) is granted. The parties further request to stay this action. Notwithstanding the language of 9 U.S.C. § 3, a district court may either stay the action or dismiss it outright when all the claims in the action are subject to arbitration. *Johnmohammadi v. Bloomingdale’s, Inc.*, 755 F.3d 1072, 1074 (9th Cir. 2014). Upon completion of arbitration proceedings, the parties may return to court as provided in 9 U.S.C. § 9.

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Accordingly, the claims in this action shall be arbitrated as provided in the Arbitration Clause. This action is dismissed without prejudice.

**IT IS SO ORDERED.**

Dated: April 27, 2021

  
Hon. M. James Lorenz  
United States District Judge