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February 2, 2024

VIA ECF

Honorable Arun Subramanian
Southern District of New York
40 Foley Square
New York, NY 10007

Re: *Catherine M. Minchala v. Marriott International Inc., et al.*
Index No.: 23-CV-09398 (AS)

Dear Judge Subramanian:

Our firm represents defendants Marriott International Inc., Sean Roche, Scott Selby, Shantrell Gauden, and Tyler Wood ("Defendants") in the above-referenced matter. For the reasons set forth below, the parties renew their request to stay this action, or in the alternative, that Defendants' deadline to answer or otherwise respond to the Complaint be extended 30 days.

By way of background, Plaintiff is a union member whose employment, and terms and conditions of employment, are covered by a collective bargaining agreement ("CBA"). Pursuant to the terms of the CBA, Plaintiff's union must first assert the claims of Plaintiff via a Notice of Claim to the Office of the Contract Arbitrator. If Plaintiff chooses to bring an action in any court instead of at the Office of the Contract Arbitrator, she would need to follow specific steps outlined in the CBA. Plaintiff has not followed the steps in the CBA permitting her to bring an action in court.

On or about November 30, 2023, Plaintiff's attorney filed a Notice of Claim in the Office of the Contract Arbitrator alleging claims identical to those in this action, pursuant to the terms of the CBA. See Exhibit A. Plaintiff's counsel was unaware that Plaintiff filed this action *pro se* and acknowledges she did not abide by the steps outlined in the CBA for filing this action. Defendants notified Plaintiff's counsel of this action and that the claims here not only violate the terms of the CBA but are wholly duplicative of the Notice of Claim. As such, Plaintiff's counsel requested consent to request a stay of this action so that in the event the claims in this action are not resolved by the Office of the Contract Arbitrator, Plaintiff could follow the steps in the CBA to maintain this action. Accordingly, in light of the parallel complaints alleging identical claims, the parties respectfully renew their request to stay this matter pending resolution of the action pending before the Office of the Contract Arbitrator. Alternatively, should the Court not stay this action, the parties respectfully request a 30 day extension of time for Defendants to answer or otherwise respond to the Complaint.

We thank the Court for its time.

Sincerely,

FordHarrison LLP

/s/ Richard Bahrenburg

Richard Bahrenburg

Defendant's answer deadline is extended by 30 days. Plaintiff is ordered to show cause by February 6, 2024, why this case should not be dismissed without prejudice given the CBA proceeding and failure to bring this action in accordance with the CBA. If plaintiff's counsel agrees that this case may be dismissed without prejudice, then it should file an appropriate notice on the docket by February 6 (no court signature is needed).

SO ORDERED.



Arun Subramanian, U.S.D.J.
Date: February 5, 2024

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