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8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**
 10 **WESTERN DIVISION**

11 HECTOR RODRIGUEZ,
 12 SETH ABNER, and HECZ, LLC,
 13
 14 Plaintiffs,
 15 v.
 16 ACTIVISION BLIZZARD, INC.,
 17
 18 Defendant.

19 CASE NO. 2:24-CV-01287-PA-MAA

20 **ORDER GRANTING STIPULATION
 21 TO ARBITRATE AND TO DISMISS
 22 THIS ACTION.**

23 On March 1, 2024, the Parties filed a stipulation to stay this action [ECF No. 10]. Defendant
 24 asserts that Plaintiffs’ claims are subject to binding arbitration before the International Court of
 25 Arbitration. Plaintiffs dispute that their claims are subject to arbitration but have agreed, to spare the
 26 expense of costly and lengthy litigation on jurisdictional issues of formation, enforceability, validity,
 27 and/or arbitrability as to the relevant arbitration provisions, to submit those jurisdictional issues for
 28 determination by the Arbitral Tribunals in the Rodriguez Arbitration (with respect to the claims
 asserted by Hector Rodriguez and HECZ, LLC) and the Abner Arbitration (with respect to the claims
 asserted by Seth Abner).

The Court, having considered the Parties’ Stipulation and finding good cause therefor, hereby
 GRANTS the Stipulation and ORDERS as follows:

1 1. Counsel for Defendant is deemed to have accepted service of the Complaint on behalf
2 of Defendant. The service is deemed effective upon entry of this Order. Defendant has reserved all
3 rights, defenses, or other objections other than insufficient process or insufficient service of process.


4 2. The Arbitral Tribunals shall decide by final and binding arbitration all questions of
5 formation, enforceability, and validity of the relevant arbitration provisions and all questions
6 concerning the arbitrability of Plaintiffs' claims in this action.

7 3. Plaintiffs have expressly reserved all rights, defenses, objections, and arguments as
8 to the questions of formation, enforceability, and/or validity of the relevant arbitration provisions
9 and/or the questions arbitrability of Plaintiffs' claims and—without any prejudice to or waiver of
10 those rights, defenses, objections, and arguments—agreed to delegate those issues for final and
11 binding decision by the Arbitral Tribunals. Defendant expressly reserved all rights, claims, and
12 remedies in connection with its contention that Plaintiffs filed this action in breach of the arbitration
13 and confidentiality provisions of the relevant agreements.

14 4. Because Plaintiffs' claims are subject to arbitration, this action is dismissed. See
15 Brennan v. Opus Bank, 796 F.3d 1125, 1134 (9th Cir. 2015) (affirming district court's order
16 dismissing action in favor of arbitration); Thinket Ink Info. Res., Inc. v. Sun Microsystems, Inc.,
17 368 F.3d 1053, 1060 (9th Cir. 2004) (stating that district court did not err in dismissing claims
18 subject to arbitration and noting that FAA allows but does not require a stay of court proceedings);
19 Sparling v. Hoffman Constr. Co., 864 F.2d 635, 638 (9th Cir. 1988) (affirming trial court's
20 dismissal of claims referred to arbitration); Martin Marietta Aluminum, Inc. v. Gen. Elec. Co., 586
21 F.2d 143, 147 (9th Cir. 1978).

22 **IT IS SO ORDERED.**

23 Dated: March 11, 2024



PERCY ANDERSON
UNITED STATES DISTRICT JUDGE