

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

DelRosario v. PNC Financial Services Group, Inc.

DelRosario · No. 1:25-cv-00376-KES-HBK · Decided June 25, 2025

OPINION

DelRosario v. PNC Financial Services Group, Inc.

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10 11 RONALDO E. DELROSARIO, Case No. 1:25-cv-00376-KES-HBK 12 Plaintiff, ORDER
GRANTING STAY OF ACTION,

MOOTING MOTION TO COMPEL

13 v. ARBITRATION AND VACATING INITIAL

SCHEDULING CONFERENCE

14 PNC FINANCIAL SERVICES GROUP,

INC., (Doc. Nos. 11, 13) 15 Defendant. 16 17 On June 17, 2025, Plaintiff Ronaldo E. DelRosario
filed a motion seeking a stay of this 18 action pending completion of arbitration. (Doc. No. 13).
Plaintiff advises that, pursuant to the 19 arbitration agreement between the parties, a copy of
which is attached to counsel’s declaration 20 (Doc. No. 13-1, Exhibit A), the parties have agreed
to participate in arbitration. As a result, 21 Plaintiff contends that Defendant PNC Financial
Services Group, Inc.’s motion to compel 22 arbitration is moot. Indeed, in the Parties’ Joint Case
Scheduling Report, Defendant notes “no 23 initial disclosures should be exchanged or required
because Plaintiff has initiated arbitration with 24 JAMS, and discovery will be handled by the
arbitrator.” (Doc. No. 14 at 4-5). 25 A court is vested with broad discretion to stay a case. *Clinton*
v. Jones, 520 U.S. 681, 705 26 (1997) (citing *Landis v. North American Co.*, 299 U.S. 248, 254
(1936)). The “party requesting a 27 stay bears the burden of showing that the circumstances
justify an exercise of that discretion.” 28 *Nken v. Holder*, 556 U.S. 418, 433-34 (2009). Generally,
“stays should not be indefinite in 1 | nature.” *Dependable Highway Exp., Inc. v. Navigators Ins.*
Co., 498 F.3d 1059, 1066-67 (9th Cir. 2 | 2007). If a stay is especially long or indefinite, a greater
showing is required to justify it and the 3 | court must “balance the length of any stay against the
strength of the justification given for it.” 4 | *Yong v. I.N.S.*, 208 F.3d 1116, 1119 (9th Cir. 2000).
Section 3 of the Federal Arbitration Act 5 || expressly provides that the Court “shall . . . stay the
trial of the action until such arbitration has 6 | been had in accordance with the terms of the
agreement.” 9 U.S.C. § 3. Thus, Plaintiff has met 7 | his burden to justify a stay of this action. 8

Accordingly, it is ORDERED: 9 1. Plaintiff's motion to stay (Doc. No. 11) is GRANTED and this action, including all 10 discovery, is STAYED pending arbitration. 11 2. Defendant's motion to compel (Doc. No. 10) is MOOT. 12 3. Within fourteen (14) days of the issuance of the arbitrator's decision, the Parties shall 13 notify the Court that arbitration proceedings have concluded and file a joint status 14 report. 15 4. The Court vacates all hearing dates and related deadlines, including the July 3, 2025 16 Initial Scheduling Conference. 17 Dated: __June 25,2025 Wiha. Mh. Bareh Zaskth

19 HELENA M. BARCH-KUCHTA
UNITED STATES MAGISTRATE JUDGE
21 22 23 24 25 26 27 28