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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

STEPHANIE ABERL, on behalf of  
herself and all others similarly situated,  
  
Plaintiff,  
  
v.  
  
ASHLEY FURNITURE INDUSTRIES,  
LLC, a Wisconsin limited liability  
company, and DOES 1–50, inclusive,  
  
Defendants.

Case No.: 22-CV-505 JLS (NLS)

**ORDER GRANTING  
(1) UNOPPOSED MOTION TO  
COMPEL ARBITRATION AND  
(2) MOTION TO WITHDRAW AS  
COUNSEL FOR PLAINTIFF**

(ECF Nos. 10 & 13)

Presently before the Court is Defendant Ashley Furniture Industries, LLC’s Motion to Compel Arbitration (“Arbit. Mot.,” ECF No. 10) and Plaintiff Stephanie Aberl’s Statement of Non-Opposition thereto (“Non-Opp’n,” ECF No. 12), which requests that the Court stay this matter pursuant to 9 U.S.C. § 3 pending the outcome of the arbitration. Also before the Court is the Motion of Keller Postman LLC and Warren D. Postman for Leave to Withdraw as Counsel for Plaintiff (“Withdrawal Mot.,” ECF No. 13). Keller Postman LLC and Mr. Postman note that their withdrawal will cause no delay or prejudice given that Plaintiff will continue to be represented by her attorneys of record at Lynch Carpenter LLP. *See generally id.*

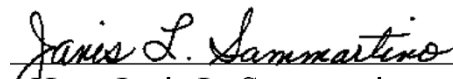
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1 In light of Plaintiff's Non-Opposition, the Court **GRANTS** Defendant's Arbitration  
2 Motion and **STAYS** this matter pursuant to the Federal Arbitration Act pending the  
3 outcome of the arbitration of the claims at issue in this matter. *See* 9 U.S.C. § 3 ("If any  
4 suit or proceeding be brought in any of the courts of the United States upon any issue  
5 referable to arbitration under an agreement in writing for such arbitration, the court in  
6 which such suit is pending, upon being satisfied that the issue involved in such suit or  
7 proceeding is referable to arbitration under such an agreement, shall on application of one  
8 of the parties stay the trial of the action until such arbitration has been had in accordance  
9 with the terms of the agreement, providing the applicant for the stay is not in default in  
10 proceeding with such arbitration."); *Martin Marietta Aluminum, Inc. v. Gen. Elec. Co.*, 586  
11 F.2d 143, 147 (9th Cir. 1978) (holding that courts shall order a stay of judicial proceedings  
12 "pending compliance with a contractual arbitration clause"). The Parties **SHALL FILE** a  
13 status update on the arbitration proceedings, *not to exceed five (5) pages*, every 120 days  
14 and within fifteen (15) days of completion of the arbitration proceedings.

15 Further, good cause appearing, the Court **GRANTS** Keller Postman LLC and Mr.  
16 Postman's Withdrawal Motion. The Clerk of the Court **SHALL TERMINATE** Keller  
17 Postman LLC and Warren D. Postman as counsel of record for Plaintiff.

18 **IT IS SO ORDERED.**

19 Dated: August 12, 2022

  
20 Hon. Janis L. Sammartino  
21 United States District Judge  
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