



form of a grievance, arbitration, or other procedure for the resolution of disputes under the plan,” as provided in Section A of the Agreement (*see id.* at 10);

- (ii) Whether Plaintiff’s individual representative claim on behalf of the Greystar 401(k) Plan under 29 U.S.C. § 1132(a)(2) is waived under Section B of the Agreement (Docket Entry 16-1, at 11); and
- (iii) Whether waiver of an individual representative claim under Section B is an issue to be determined by the arbitrator, rather than the Court, under section C of the Agreement (*see* Docket Entry 16-1, at 11).

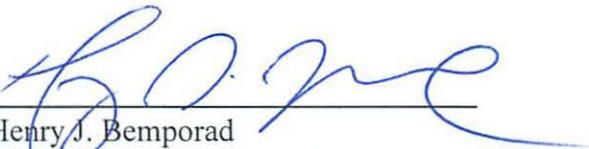
(b) This case is also referred to arbitration for ruling on the individual claim, if any, that Plaintiff has raised on her own behalf as a beneficiary of the Greystar 401(k) Plan, separate and apart from her claim on behalf of the Plan. (*See* Docket Entry 1, at 22 (wherein Plaintiff demands relief “on behalf of the Plan *and* all similarly situated participants and beneficiaries of the Plan”)).

(c) This Order does not prohibit the parties from arguing during arbitration that other issues may, or must, be considered by the arbitrator.

(2) Defendant’s motion to dismiss Plaintiff’s class claims is **HELD IN ABEYANCE** pending arbitration in this case.

(3) Further proceedings in this case are **STAYED** pending arbitration in this case.

**SIGNED** on October 25, 2019.

  
Henry J. Bemporad  
United States Magistrate Judge