

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF IOWA  
EASTERN DIVISION

CRAIG SCHULTZ, et al.,	)	
	)	
Plaintiffs,	)	No. 14 cv 2038 EJM
vs.	)	
	)	ORDER
VERIZON WIRELESS SERVICES,	)	
LLC,	)	
	)	
Defendant.	)	
	)	

This matter is before the court on defendant's resisted to motion to compel arbitration and dismiss, filed September 8, 2014. Granted. Arbitration compelled; case dismissed.

Plaintiffs filed a complaint under the federal Telephone Consumer Protection Act, 47 U.S.C. §227, and state debt collection laws, complaining about the billing for their cellular phone. Defendant cites an arbitration clause in the contract, and seeks to compel arbitration and dismiss. Plaintiffs consented to the arbitration by agreeing to the overall contract. The motion was temporarily placed on hold while the parties attempted to settle the case. Negotiations did not result in a settlement, and the motion is now ripe for decision. Jurisdiction under 47 U.S.C. §227(b)(3).

The Federal Arbitration Act, 9 U.S.C. sec. 1, *et seq.* (FAA) "embodies the national policy favoring arbitration." Buckeye Check Cashing, Inc. v. Cardegna, 546 U.S. 440, 443 (2006.) Under the FAA, when the parties have agreed to arbitrate and the dispute comes within the scope of the arbitration agreement, a federal court *must* compel arbitration and dismiss or stay the action pending


arbitration.” Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U.S. 395, 400  
(1967) (emphasis in original.)

It is therefore

ORDERED

Granted. Arbitration ordered. Case dismissed.

April 23, 2015

  
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Edward J. McManus, Judge  
UNITED STATES DISTRICT COURT