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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 plaintiffs' resisted to motion to amend or correct judgment, filed May 7, 2015. Denied.

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 cited an arbitration clause in the contract, and moved to compel arbitration and dismiss. The court filed an Order granting defendant's motion to dismiss and compel arbitration on April 23, 2015. Plaintiffs now move to reconsider this ruling, stating they never agreed to arbitration. Jurisdiction under 47 U.S.C. §227(b)(3) and 28 U.S.C. § 1331.

Plaintiffs agreed to arbitration both in their pleadings in this case and by accepting the contract containing the arbitration clause, which it did by, among other actions, activating service thereunder. Lyster v. Ryan's family Steak Houses,


Inc., 198 F.3d 715, 717 (8<sup>th</sup> Cir. 1999); Hill v. Gateway 2000, 105 F.3d 1147 (7<sup>th</sup> Cir. 1997.)

It is therefore

ORDERED

Denied.

May 29, 2015

  
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Edward J. McManus, Judge  
UNITED STATES DISTRICT COURT