

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

LARONDA PHOX,)
vs.)
Plaintiff,)
AD ASTRA RECOVERY SERVICES, INC.,)
Defendant.)
Case No. 17-00533-CV-W-ODS

ORDER (1) GRANTING DEFENDANT'S MOTION
TO DISMISS OR STAY PROCEEDINGS AND COMPEL ARBITRATION,
(2) COMPELLING ARBITRATION, AND (3) DISMISSING MATTER

Plaintiff, proceeding pro se, alleges Defendant violated the Fair Credit Reporting Act and the Fair Debt Collection Practices Act. Doc. #4. Defendant has moved to dismiss or stay proceedings and compel arbitration. Doc. #7. Plaintiff, in responding to Defendant's motion, "agrees to an arbitration." Doc. #13. With the parties' agreement, the Court grants the motion to compel arbitration.

The Court must now decide whether this matter should be dismissed or stayed. Defendant argues dismissal is appropriate because all issues raised in Plaintiff's Complaint must be submitted to arbitration, and the claims will be disposed via arbitration. Doc. #8, at 11-13. It appears Plaintiff seeks to stay the matter. Doc. #13 (stating she is "wanting to support the stay in the proceeding..."). The Federal Arbitration Act "generally requires a federal district court to stay an action pending an arbitration." *Green v. SuperShuttle Int'l, Inc.*, 653 F.3d 766, 769 (8th Cir. 2011) (citing 9 U.S.C. § 3). There is, however, a judicially created exception to this general rule. "[D]istrict courts may, in their discretion, dismiss an action rather than stay it where it is clear the entire controversy between the parties will be resolved by arbitration." *Id.* at 769-70 (citation omitted); see also *SPBR Holdings, Inc. v. KWAL-Howells, Inc.*, No. 13-CV-0543-FJG, 2013 WL 6795923, at *6-7 (W.D. Mo. Dec. 23, 2013) (dismissing the matter because all claims raised by the plaintiff fell within the arbitration clause).

Here, the parties' arbitration agreement states all claims "will be arbitrated instead of litigated in court." Doc. #8-1, at 6. Claims are defined as "any claim, dispute or controversy" between the parties "that arises from or relates in any way to this Agreement or any services you request or we provide under this Agreement." Doc. #8-1, at 5. Particularly relevant to this matter, the definition of claims encompasses "claims based on any...statute." *Id.* The claims in this lawsuit – based upon two federal statutes – clearly arise out of the parties' agreement and/or the services provided from Defendant to Plaintiff. Accordingly, the entire controversy between the parties will be resolved in arbitration. Thus, dismissal is appropriate.

For the foregoing reasons, Defendant's motion is granted. The Court compels the parties to arbitrate the claims filed herein in accordance with the terms of the parties' arbitration agreement, and the Court hereby dismisses this matter. The dismissal of this matter shall not preclude the parties from later seeking to confirm, vacate, or modify the arbitrator's award pursuant to the Federal Arbitration Act.

IT IS SO ORDERED.

/s/ Ortrie D. Smith
ORTRIE D. SMITH, SENIOR JUDGE
UNITED STATES DISTRICT COURT
DATE: September 6, 2017