

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

ERIC DAVID KELLER,
Plaintiff,

vs.

Case No. 16-2117-JTM

U.S. CELLULAR,
Defendant.

MEMORANDUM AND ORDER

Pro se plaintiff Eric Keller brings this action against U.S. Cellular, claiming that the defendant failed to detect fraud on an account opened in 2012, which U.S. Cellular cancelled approximately two months later, after nonpayment of a bill in the amount of \$102.72.

Keller later paid the charge in 2014, and two years after that brought the present action seeking \$1,742,000 in damages in state court. U.S. Cellular removed the action here, and contends in its defense that the account was in fact opened by Keller, and all the charges on the account were his.

The matter is before the court on defendant U.S. Cellular's motion to compel arbitration. The Terms and Conditions in the agreement between the parties provides:

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA").

"Federal policy [under the FAA] strongly favors the arbitration of disputes and requires the federal courts to vigorously enforce agreements to arbitrate." *Shearson/American Express, Inc. v. McMahon*, 482 U.S. 220, 226 (1987)). The agreement in the present action is very broad, governing "ANY ... CLAIM ... RELATING TO THIS AGREEMENT." Keller has not responded to the motion to compel arbitration.

IT IS ACCORDINGLY ORDERED, for good cause shown and pursuant to D.Kan.R. 7.4, that the motion to compel (Dkt. 5) is hereby granted, the parties are hereby ordered to arbitrate all claims advanced in the action, and the case is hereby STAYED pending the resolution of the arbitration.

IT IS SO ORDERED this 28th day of April, 2016.

s/ J. Thomas Marten
J. THOMAS MARTEN, JUDGE