

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

KEVIN BECKMAN, an individual,

Plaintiff,

v.

Case No.: 2:23-cv-917-JLB-KCD

T-MOBILE USA, INC. and
CONVERGENT OUTSOURCING,
INC.,

Defendants.

ORDER

Before the Court is Defendant T-Mobile USA's Amended Motion to Compel Arbitration and Stay Proceedings. (Doc. 21.) Plaintiff Kevin Beckman does not oppose the motion. (Doc. 25.)

Beckman alleges T-Mobile continued to bill him after he canceled his service agreement and returned the company's equipment in violation of the Florida Consumer Collection Practices Act. The parties' service agreement contains an arbitration provision. (Doc. 21-1 at 3, 4, 8.) It states that "any and all claims or disputes in any way related to or concerning the agreement . . . [T-Mobile's] services, devices or products, including any billing disputes, will be resolved by binding arbitration[.]" (*Id.* at 8.) The parties agree that allegations of improper billing fall within the scope of the arbitration provision.

Accordingly, T-Mobile's Amended Motion to Compel Arbitration and Stay Proceedings (Doc. 21) is **GRANTED**. The parties must arbitrate this case promptly—in accordance with their agreement. As to T-Mobile, this case will be stayed until the parties advise the Court that (1) arbitration has been completed and (2) the stay should be lifted or the claims against T-Mobile dismissed.¹ The parties must tell the Court about such matters within seven (7) days of the arbitration concluding. The parties are otherwise directed to file a joint report on the status of arbitration on April 17, 2024, and every ninety (90) days after, until arbitration concludes.

ORDERED in Fort Myers, Florida this January 19, 2024.



Kyle C. Dudek
United States Magistrate Judge

Copies: All Parties of Record

¹ Defendant Convergent Outsourcing has not joined T-Mobile's motion. Therefore, the case will be stayed only as to T-Mobile.