JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	SA CV 17-476 PA (AFMx)	Date	September 5, 2017
Title	Diane Taylor v. Frontier Communications Corporation		

Present: The Honorable	PERCY ANDERSON, UNITED STATES DISTRICT JUDGE	
Kamilla Sali-Suleyman	Not Reported	N/A
Deputy Clerk	Court Reporter	Tape No.
Attorneys Present for Plaintiff:	Attorneys Present for Defendant:	
None	None	

Proceedings: IN CHAMBERS - COURT ORDER

Before the Court is a Motion to Compel Arbitration (Docket No. 30) filed by defendant Frontier Communications Corporation ("Defendant"). Plaintiff Diane Taylor ("Plaintiff") has filed a Statement of Non-Opposition to Defendant's Motion. (Docket No. 31.) Pursuant to Rule 78 of the Federal Rules of Civil Procedure and Local Rule 7-15, the Court finds that this matter is are appropriate for decision without oral argument. The hearing scheduled for September 11, 2017, is vacated, and the matter taken off calendar.

"The [Federal Arbitration Act ("FAA")] provides that any arbitration agreement within its scope 'shall be valid, irrevocable, and enforceable,' and permits a party 'aggrieved by the alleged . . . refusal of another to arbitrate' to petition any federal district court for an order compelling arbitration in the manner provided for in the agreement." Chiron Corp. v. Ortho Diagnostic Systems, Inc., 207 F.3d 1126, 1130 (9th Cir. 2000) (quoting 9 U.S.C. § 4). The FAA reflects both a "liberal federal policy favoring arbitration" and the "fundamental principle that arbitration is a matter of contract." AT&T Mobility LLC v. Concepcion, 131 S. Ct. 1740, 1745, 179 L. Ed. 2d 742 (2011) (quotations and citations omitted). "In line with these principles, courts must place arbitration agreements on an equal footing with other contracts, and enforce them according to their terms." Id. (internal citations omitted). The FAA "leaves no place for the exercise of discretion by a district court, but instead mandates that district courts shall direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed." Dean Witter Reynolds Inc. v. Byrd, 470 U.S. 213, 218, 105 S. Ct. 1238, 1241, 84 L. Ed. 2d 158 (1985). "The court's role under the Act is therefore limited to determining (1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement encompasses the dispute at issue. . . . If the response is affirmative on both counts, then the Act requires the court to enforce the arbitration agreement in accordance with its terms." Chiron Corp., 207 F.3d at 1130 (citations omitted).

Here, Plaintiff entered into a contractual agreement with Defendant's predecessor-in-interest, Verizon, which included an arbitration provision. (Declaration of Timothy Feeley, Exs. A, B.) The Court concludes that a valid agreement to arbitrate exists, and that it encompasses the claims at issue in this action. Furthermore, Plaintiff has consented to the granting of Defendant's Motion to Compel Arbitration. (See Docket No. 31; see also L.R. 7-12 ("The failure to file any required document, or the

failure to file it within the deadline, may be deemed consent to the granting or denial of the motion.").) Accordingly, Defendant's Motion to Compel Arbitration is granted.

Because all of Plaintiff's claims are subject to arbitration, the Court exercises its discretion to dismiss this action. See Martin Marietta Aluminum, Inc. v. Gen. Elec. Co., 586 F.2d 143, 147 (9th Cir. 1978); Sparling v. Hoffman Constr. Co., 864 F.2d 635, 638 (9th Cir. 1988) (affirming trial court's dismissal of claims referred to arbitration).

IT IS SO ORDERED.