IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JESSICA JONES,	)	
	)	
Plaintiff,	)	
	)	**No. 21 C 4600**
v.	)	
	)	**Judge Jorge L. Alonso**
AT&T MOBILITY SERVICES, LLC,	)	
	)	
Defendant.	)	
	)	

ORDER

Defendant's motion to compel arbitration [23] is granted. This case is stayed pending arbitration. The parties are to file a report on the status of the arbitration on or before December 1, 2023. Plaintiff's motion for attorney representation [28] is denied without prejudice. Civil case terminated. [For further details see order.]

STATEMENT

Plaintiff, Jessica Jones, brings this action against her employer, AT&T Mobility Services, LLC, asserting claims of employment discrimination based on race and age under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, *see* 42 U.S.C. § 2000e-5, and the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 *et seq*. Defendant moves to compel arbitration and stay this case, contending that plaintiff agreed to arbitration of claims such as these.

Defendant explains that, whenever it extends a job offer to someone, that person is required to complete defendant's "pre-onboarding" process. This process requires each prospective employee to use AT&T's "CareerPath" system—the same system through which candidates submit electronic job applications—to access, review, and complete certain documents. Management-level employees must review and electronically sign a "Management Arbitration

Agreement" during pre-onboarding. Defendant's records show that plaintiff electronically signed and submitted the Management Arbitration Agreement on July 26, 2018. This agreement provides that any dispute between the parties "will be decided by final and binding arbitration instead of court litigation," including any "claims . . . arising out of or related to . . . employment . . . or any other disputes regarding the employment relationship" between the parties. (Def.'s Mem. in Supp. of Mot. to Compel Arb., Paratore Decl. Ex. 2, Management Arb. Agr., ECF No. 24-1.) Signing the agreement is a "condition of employment." (*Id.*)

Plaintiff appears not to dispute that she signed the agreement. She writes as follows:

> Jones deny's, reviewed agreement during onboarding documents. Jones agreed with signing after document was recently present during this court case. I deny knowing a document of a[r]bitration was acknowledge during onboarding as that process. . . . Jones denies knowing the arbitration agreement was in place and signed prior to filing the claim against AT&T. Jones denies knowing about the arbitration agreement prior to filing suit with the federal court.

(Pl.'s Mem. at 1-2, ECF No. 27.) The Court understands plaintiff to be saying that she admits or "agree[s]" that she signed the document, but she denies reviewing it or knowing that she was entering into an arbitration agreement by signing it.

The Federal Arbitration Act provides that if a federal court is "satisfied that the issue involved" in a suit before it is "referable to arbitration" under "an agreement in writing for such arbitration," then that court "shall . . . stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement[.]" 9 U.S.C. § 3. "The Federal Arbitration Act requires courts to enforce covered arbitration agreements according to their terms." *Lamps Plus, Inc. v. Varela*, 139 S.Ct. 1407, 1412 (2019) (citing 9 U.S.C. § 2). To compel arbitration, "a party need only show: (1) an agreement to arbitrate, (2) a dispute within the scope of the arbitration agreement, and (3) a refusal by the opposing party to proceed to arbitration." *Zurich Am. Ins. Co. v. Watts Indus., Inc.*, 466 F.3d 577, 580 (7th Cir. 2006). The burden is on the party seeking to

compel arbitration to show that arbitration is appropriate. *See A.D. v. Credit One Bank, NA*, 885 F.3d 1054, 1062 (7th Cir. 2018).

Defendant has met its burden here. The only element that is even arguably in dispute, apparently, is the first one, to the extent that plaintiff means to contend that there is no valid agreement to arbitrate because she did not know what she was agreeing to when she electronically signed the arbitration agreement. Any such contention is unavailing because "a party who signs a contract is deemed to have 'read and underst[ood] its contents.'" *Grzanecki v. Darden Restaurants*, No. 19 C 05032, 2020 WL 1888917, at *5 (N.D. Ill. Apr. 16, 2020) (quoting *Faulkenberg v. CB Tax Franchise Sys., LP*, 637 F.3d 801, 809 (7th Cir. 2011)); *see Faulkenberg*, 637 F.3d at 809 ("Ignorance of the contract's arbitration provision is no defense if they failed to read the contract before signing.").

Therefore, the Court agrees with defendant that this dispute should be resolved in arbitration, according to the terms of the Management Arbitration Agreement, rather than by this Court. Plaintiff's motion for attorney representation is denied as moot, although plaintiff may renew the motion when and if proceedings resume in this case. The Court directs the parties to file a report on the status of the arbitration on or before December 1, 2023.

SO ORDERED.

ENTERED: June 22, 2023

HON. JORGE L. ALONSO
United States District Judge