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UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

SEP 26 2025

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

ANTONIO GOODWIN, Plaintiff - Appellant, v. CELLULAR SALES SERVICE GROUP, LLC, Defendant - Appellee.	No. 25-5567 D.C. No. 2:23-cv-01176-RFB-BNW District of Nevada, Las Vegas ORDER

Before: R. NELSON, SUNG, and H.A. THOMAS, Circuit Judges.

This court lacks jurisdiction over this appeal because the August 20, 2025 magistrate judge order is not final or immediately appealable. *See* 9 U.S.C § 16(b); 28 U.S.C. § 1291; *see also Flam v. Flam*, 788 F.3d 1043, 1046 (9th Cir. 2015) (magistrate judge may hear and determine non-dispositive matters under 28 U.S.C. § 636(b)(1)(A)). This appeal is therefore dismissed. *See* 9th Cir. R. 3-6(b) (if court determines it lacks jurisdiction, court may dismiss appeal without notice or further proceedings).

All pending motions are denied as moot.

DISMISSED.

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

FEB 10 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

ANTONIO GOODWIN, Plaintiff - Appellant, v. CELLULAR SALES SERVICE GROUP, LLC, Defendant - Appellee.	No. 25-5567 D.C. No. 2:23-cv-01176-RFB-BNW District of Nevada, Las Vegas MANDATE

The judgment of this Court, entered September 26, 2025, takes effect this date.

This constitutes the formal mandate of this Court issued pursuant to Rule 41(a) of the Federal Rules of Appellate Procedure.

FOR THE COURT:

MOLLY C. DWYER
CLERK OF COURT

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

FEB 10 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

ANTONIO GOODWIN, Plaintiff - Appellant, v. CELLULAR SALES SERVICE GROUP, LLC, Defendant - Appellee.	No. 25-5567 D.C. No. 2:23-cv-01176-RFB-BNW District of Nevada, Las Vegas MANDATE

The judgment of this Court, entered September 26, 2025, takes effect this date.

This constitutes the formal mandate of this Court issued pursuant to Rule 41(a) of the Federal Rules of Appellate Procedure.

FOR THE COURT:

MOLLY C. DWYER
CLERK OF COURT

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

* * *

Antonio Goodwin,

Plaintiff,

v.

Cellular Sales,

Defendant.

Case No. 2:23-cv-01176-RFB-BNW

ORDER

Last September, the district judge assigned to this case granted Defendant's motion to compel arbitration, and he stayed the case pending resolution of the arbitration proceedings. ECF No. 37. In the past two months, pro se Plaintiff has filed ten motions related to vacating the arbitration proceedings due to purported evidence of fraud, corruption, and arbitrator misconduct. *See* ECF Nos. 38, 41, 45, 46, 49, 52, 53, 54, 55, 56. In response, Defendant moved to strike Plaintiff's motion to vacate the arbitration (ECF No. 40), to strike two of Plaintiff's motions to supplement (ECF No. 50), and for sanctions (ECF No. 47). For the reasons discussed below, this Court denies all thirteen motions and warns Plaintiff that future filings of this kind will likely result in sanctions.

I. LEGAL STANDARD

District courts' authority regarding arbitration "is generally limited to decisions that bookend the arbitration itself," such as compelling arbitration where there is a valid arbitration agreement. *In re Sussex*, 781 F.3d 1065, 1071 (9th Cir. 2015). "[The Federal Arbitration Act] does not suggest that a court could otherwise intervene before a final award is made." *Id.* at 1071–72. This is because allowing court intervention into arbitration proceedings would frustrate the very purpose of arbitration—the "disposition of disputes without the expense and delay of extended court proceedings." *Aerojet-Gen. Corp. v. Am. Arb. Ass'n*, 478 F.2d 248, 251 (9th Cir. 1973). And although the Ninth Circuit has carved out a narrow exception to this rule for "the

most extreme cases," it has yet to affirm a district court's decision to intervene mid-arbitration. *See id.*; *see also In re Sussex*, 781 F.3d at 1075.

II. DISCUSSION

This Court denies Plaintiff's motion to vacate the arbitration (ECF No. 38) for three reasons. First, this action is stayed pending the completion of arbitration. *See* ECF No. 37; *see also Landis v. N. Am. Co.*, 299 U.S. 248, 254–55 (1936) ("The power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants."). Plaintiff's motion runs counter to this stay as arbitration has not concluded. Second, Plaintiff has filed no points and authorities in support of his motion, which constitutes a consent to the denial of the motion under this district's local rules. *See* Local Rule 7-2(d) ("The failure of a moving party to file points and authorities in support of the motion constitutes a consent to the denial of the motion."). Third, as discussed above, binding case law does not favor intervening in a pending arbitration. *Id.*; *see also Millmen Loc. 550, United Bhd. of Carpenters & Joiners of Am., AFL-CIO v. Wells Exterior Trim*, 828 F.2d 1373, 1375 (9th Cir. 1987).

Given this Court's denial of Plaintiff's motion to vacate the arbitration, it denies Defendant's motions to strike (ECF Nos. 40 and 47) and Plaintiff's related filings (ECF Nos. 41, 45, 46, 49, 52, 53, 54, 55, 56) as moot. As for Defendant's motion for sanctions (ECF No. 47), this Court, at this time, denies the motion in its discretion.. Fed. R. Civ. P. 11(c) (stating that courts "may" impose sanctions under this rule); *see also Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 407 (1990) ("Indeed, because the district court has broad discretion to impose Rule 11 sanctions, appeals of such sanctions may frequently be frivolous."). However, Plaintiff is on notice that no further filings of this kind will be allowed in this case until arbitration is completed. Failure to comply may result in sanctions. *See* Local Rule 11-8(e).

III. CONCLUSION

IT IS ORDERED that Plaintiff's Motion for an Early Vacate in the Arbitration Mediation Case (ECF No. 38) is **DENIED**. Accordingly, Plaintiff's related motions (ECF Nos. 41, 45, 46, 49, 52, 53, 54, 55, 56) are **DENIED** as moot.

IT IS FURTHER ORDERED that Defendant's Counter Motion to Strike (ECF No. 40) and Motion to Strike (ECF No. 50) are **DENIED** as moot.

IT IS FURTHER ORDERED that Defendant's Motion for Sanctions (ECF No. 47) is **DENIED** without prejudice.

IT IS FURTHER ORDERED that if Plaintiff continues to file in this case before arbitration is completed, he may be subject to sanctions. *See* Local Rule 11-8(e).

DATED: August 20, 2025

BRENDA WEKSLER
UNITED STATES MAGISTRATE JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ANTONIO GOODWIN Plaintiff(s), vs. CELLULAR SALES Defendant(s).	Case # 2:23-cv-01176-RFB-BNW **VERIFIED PETITION FOR PERMISSION TO PRACTICE IN THIS CASE ONLY BY ATTORNEY NOT ADMITTED TO THE BAR OF THIS COURT AND DESIGNATION OF LOCAL COUNSEL** FILING FEE IS $250.00

Robert L. Bowman, Petitioner, respectfully represents to the Court:
(name of petitioner)

1. That Petitioner is an attorney at law and a member of the law firm of

Kramer Rayson LLP
(firm name)

with offices at 800 South Gay Street, Suite 2500,
(street address)

Knoxville, Tennessee, 37929,
(city) (state) (zip code)

(865) 525-5134, rlbowman@kramer-rayson.com.
(area code + telephone number) (Email address)

2. That Petitioner has been retained personally or as a member of the law firm by

Cellular Sales Services Group, LLC to provide legal representation in connection with
[client(s)]

the above-entitled case now pending before this Court.

3. That since October 20, 1995 (date), Petitioner has been and presently is a member in good standing of the bar of the highest Court of the State of Tennessee (state) where Petitioner regularly practices law. Petitioner shall attach a certificate from the state bar or from the clerk of the supreme court or highest admitting court of each state, territory, or insular possession of the United States in which the applicant has been admitted to practice law certifying the applicant's membership therein is in good standing.

4. That Petitioner was admitted to practice before the following United States District Courts, United States Circuit Courts of Appeal, the Supreme Court of the United States and Courts of other States on the dates indicated for each, and that Petitioner is presently a member in good standing of the bars of said Courts.

Court	Date Admitted	Bar Number
U.S. Court of Appeals for the Sixth Circuit	November 17, 1995	TN Bar No. 017266
Eastern District of Tennessee	July 23, 1996	TN Bar No. 017266
Middle District of Tennessee	February 23, 2006	TN Bar No. 017266
Western District of Tennessee	November 23, 2011	TN Bar No. 017266

5. That there are or have been no disciplinary proceedings instituted against petitioner, nor any suspension of any license, certificate or privilege to appear before any judicial, regulatory or administrative body, or any resignation or termination in order to avoid disciplinary or disbarment proceedings, except as described in detail below:

None.

6. That Petitioner has never been denied admission to the State Bar of Nevada. (Give particulars if ever denied admission):

None.

7. That Petitioner is a member of good standing in the following Bar Associations.

Tennessee Bar Association.

8. Petitioner has filed application(s) to appear as counsel under Local Rule IA 11-2 (formerly LR IA 10-2) during the past three (3) years in the following matters: (State "none" if no applications.)

Date of Application	Cause	Title of Court Administrative Body or Arbitrator	Was Application Granted or Denied
None			

(If necessary, please attach a statement of additional applications)

9. Petitioner consents to the jurisdiction of the courts and disciplinary boards of the State of Nevada with respect to the law of this state governing the conduct of attorneys to the same extent as a member of the State Bar of Nevada.

10. Petitioner agrees to comply with the standards of professional conduct required of the members of the bar of this court.

11. Petitioner has disclosed in writing to the client that the applicant is not admitted to practice in this jurisdiction and that the client has consented to such representation.

That Petitioner respectfully prays that Petitioner be admitted to practice before this Court FOR THE PURPOSES OF THIS CASE ONLY.

Petitioner's signature

STATE OF Tennessee)
COUNTY OF Knox)

Robert L. Bowman, Petitioner, being first duly sworn, deposes and says: That the foregoing statements are true.

Petitioner's signature

Subscribed and sworn to before me this

15th day of May, 2024.

Notary Public or Clerk of Court
My Commission expires 10/7/2024

ALISON F. AYTES
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

DESIGNATION OF RESIDENT ATTORNEY ADMITTED TO THE BAR OF THIS COURT AND CONSENT THERETO.

Pursuant to the requirements of the Local Rules of Practice for this Court, the Petitioner believes it to be in the best interests of the client(s) to designate Whitney Selert (name of local counsel), Attorney at Law, member of the State of Nevada and previously admitted to practice before the above-entitled Court as associate resident counsel in this action. The address and email address of said designated Nevada counsel is:

300 South 4th Street, Suite 1250 (street address),
Las Vegas (city), Nevada (state), 89101 (zip code),
(725) 286-2801 (area code + telephone number), wselert@ohaganmeyer.com (Email address).

Rev. 5/16

By this designation the petitioner and undersigned party(ies) agree that this designation constitutes agreement and authorization for the designated resident admitted counsel to sign stipulations binding on all of us.

APPOINTMENT OF DESIGNATED RESIDENT NEVADA COUNSEL

The undersigned party(ies) appoint(s) Whitney Selert (name of local counsel) as his/her/their Designated Resident Nevada Counsel in this case.

Cellular Sales; Cellular Sales of Nevada, LLC; Cellular Sales Services Group, LLC

(party's signature)

Reese K. Thomas, Vice-President

(type or print party name, title)

(party's signature)

(type or print party name, title)

CONSENT OF DESIGNEE

The undersigned hereby consents to serve as associate resident Nevada counsel in this case.

Whitney Selert

Designated Resident Nevada Counsel's signature

5492 wselert@ohaganmeyer.com

Bar number Email address

APPROVED:

Dated: this 6th day of June, 2024.

UNITED STATES DISTRICT JUDGE

Rev. 5/16

Supreme Court of Tennessee

Certificate of Good Standing

I, James M. Hivner, Clerk of the Supreme Court of the State of Tennessee, do hereby certify that

Robert L. Bowman

is a licensed and practicing attorney of the Courts of this State, having been admitted to practice on October 20, 1995, and is presently in good standing. The Supreme Court is the Court of last resort in Tennessee.

In testimony whereof, I have set my hand and affixed the seal of the Court on this the 15th day of May, 2024.

James M. Hivner
Clerk of the Supreme Court of Tennessee

By: Rebecca Doyal, Chief Deputy Clerk
Rebecca Doyal, D.C.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

* * *

Antonio Goodwin,

Plaintiff,

v.

Cellular Sales,

Defendant.

Case No. 2:23-cv-01176-RFB-BNW

ORDER

Presently before the court is pro se Plaintiff Antonio Goodwin's motion for appointment of counsel (ECF No. 33), filed on May 28, 2024. Defendant Cellular Sales did not respond to the motion.

Civil litigants do not have a Sixth Amendment right to appointed counsel. *Storseth v. Spellman*, 654 F.2d 1349, 1353 (9th Cir. 1981). In very limited circumstances, federal courts are empowered to request an attorney to represent an indigent civil litigant. For example, courts have discretion, under 28 U.S.C. § 1915(e)(1), to "request" that an attorney represent indigent civil litigants upon a showing of "exceptional circumstances." *Agyeman v. Corrections Corp. of Am.*, 390 F.3d 1101, 1103 (9th Cir. 2004). The circumstances in which a court will make such a request, however, are exceedingly rare and require a finding of extraordinary circumstances. *United States v. 30.64 Acres of Land*, 795 F.2d 796, 799-800 (9th Cir. 1986); *Wilborn v. Escalderon,* 789 F.2d 1328, 1331 (9th Cir. 1986).

To determine whether the "exceptional circumstances" necessary for appointment of counsel are present, the court evaluates (1) the likelihood of plaintiff's success on the merits and (2) the plaintiff's ability to articulate his claim pro se "in light of the complexity of the legal issues involved." *Agyeman*, 390 F.3d at 1103 (quoting *Wilborn*, 789 F.2d at 1331). Neither of these factors is dispositive and both must be viewed together. *Wilborn*, 789 F.2d at 1331. It is

within the court's discretion whether to request that an attorney represent an indigent civil litigant under 28 U.S.C. § 1915(e)(1). *Palmer v. Valdez*, 560 F.3d 965, 970 (9th Cir. 2009).

Goodwin's motion does not address either factor mentioned above. As a result, the Court will deny his motion without prejudice. Goodwin may refile the motion by addressing (1) his likelihood of success on the merits and (2) his ability to articulate claims as a pro se litigant "in light of the complexity of the legal issues involved."

IT IS THEREFORE ORDERED that Plaintiff's motion for appointment of counsel (ECF No. 33) is **DENIED without prejudice**.

DATED: June 14, 2024

BRENDA WEKSLER
UNITED STATES MAGISTRATE JUDGE

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

* * *

ANTONIO GOODWIN,

Plaintiff,

v.

CELLULAR SALES,

Defendant.

Case No. 2:23-cv-01176-RFB-BNW

ORDER

Before the Court is Defendant Cellular Sales' Motion to Compel Arbitration and a Stay of Proceedings (ECF No. 8). For the reasons set forth below, the motion is granted. This matter is stayed pending the resolution of arbitration.

I. BACKGROUND

On July 25, 2023, *pro se* Plaintiff Antonio Goodwin filed a Complaint in this Court claiming a violation of Title VII of the Civil Rights Act of 1964. ECF No. 1. Specifically, Mr. Goodwin alleged that while employed by Defendant Cellular Sales ("Cellular"), he was discriminated against because of his race and sex. Id. This discrimination allegedly resulted in his eventual termination. Id. On October 17, 2023, Cellular filed the instant Motion to Compel Arbitration and for a Stay of Proceedings. ECF No. 9. On October 30, 2023, Mr. Goodwin filed a letter, which was re-styled as a response. ECF No. 10. Cellular filed a reply on November 7, 2023. ECF No. 12. Subsequently, Mr. Goodwin filed submissions styled as a "File A Supplement to Response Document 10" (the "Supplement") and a "Plaintiff Seeking Motion to Dismiss Cellular Cales Arbitration Request and Dismiss Cellular Sales" (the "Dismissal Motion") ECF Nos. 13, 15. The Parties fully briefed the latter. ECF Nos. 17, 23.

The Court's order follows.

II. LEGAL STANDARDS

The Federal Arbitration Act ("FAA") provides that a "written provision in . . . a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising . . . shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. The FAA provides two methods for enforcing arbitration: (1) an order compelling arbitration of a dispute and (2) a stay of pending litigation raising a dispute referable to arbitration. 9 U.S.C §§ 3, 4.

"By its terms, the Act 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 (1985). The FAA limits the district court's role to determining (1) whether the parties agreed to arbitrate, and, if so, (2) whether the scope of that agreement to arbitrate encompasses the claims at issue. Nguyen v. Barnes & Noble Inc., 763 F.3d 1171, 1175 (9th Cir. 2014). "The Arbitration Act establishes that, as a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration . . . ." Moses H. Cone Mem'l Hosp. v. Mercury Const. Corp., 460 U.S. 1, 24-25 (1983). Thus, "[t]he standard for demonstrating arbitrability is not a high one; in fact, a district court has little discretion to deny an arbitration motion, since the Act is phrased in mandatory terms." Republic of Nicar. v. Std. Fruit Co., 937 F.2d 469, 475 (9th Cir. 1991). However, "arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit." AT & T Technologies, Inc. v. Commc'ns Workers of Am., 475 U.S. 643, 648 (1986) (quoting United Steelworkers of Am. v. Warrior & Gulf Nav. Co., 363 U.S. 574, 582 (1960)).

The determination of whether a particular issue should be determined by the arbitrator rather than the court is governed by federal law. Chiron Corp. v. Ortho Diagnostic Sys., Inc., 207 F.3d 1126, 1130 (9th Cir. 2000). However, when deciding whether the parties agreed to arbitrate a certain matter, courts generally apply ordinary state law principles of contract interpretation. First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938, 944 (1995).

Section 3 of the FAA provides for a stay of legal proceedings whenever the issues in a

case are within the reach of an arbitration agreement. 9 U.S.C. § 3. Although the statutory language supports a mandatory stay, the Ninth Circuit has interpreted this provision to allow a district court to dismiss the action. See Sparling v. Hoffman Constr. Co., 864 F.2d 635, 638 (9th Cir. 1988). A request for a stay is not mandatory. Martin Marietta Aluminum, Inc. v. Gen. Elec. Co., 586 F.2d 143, 147 (9th Cir. 1978).

III. DISCUSSION

The Court now turns to Defendant Cellular's Motion to Compel Arbitration. First the Court addresses additional filings made by the Parties. Second, the Court determines that the arbitration clause is applicable in this case. Finally, the Court stays the case pending resolution of arbitration in this matter.

A. Additional Submissions

As a threshold matter, the Court addresses the subsequent filings by Mr. Goodwin and Cellular following the briefing on the pending Motion to Compel Arbitration. Both the Supplement and the Dismissal Motion substantially reiterate the arguments presented by Mr. Goodwin in his earlier response as well as addressing the arguments raised by Cellular. Cellular responded to the Dismissal Motion, arguing it should be struck as an unauthorized surreply. Mr. Goodwin replied to that response. Because both submissions are in substance further briefing in opposition to Cellular's Motion to Compel Arbitration, the Court construes both the Supplement and the Dismissal Motion as surreplies. "Surreplies are not permitted without leave of court." Local Rule 7-2. The Court did not authorize surreplies nor any further opposition to those surreplies. The Court will not consider any such subsequent filings and finds it appropriate to strike such errant filings and the response and replies to the Dismissal Motion.[1] See Local Rule IA 10-1 ("The court may strike any document that does not conform to an applicable provision

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[1] The Court notes that, even where it to consider the additional briefing from the Parties, no significant information was raised that would change the result in this Order. Where Mr. Goodwin to have sought leave to file either surreply, the Court finds there is no proper basis to grant such a motion. See Tesla, Inc. v. Tripp, 487 F. Supp. 3d 953, 969 (D. Nev. 2020) ("[O]nly the most exceptional or extraordinary circumstances warrant permitting a surreply to be filed."); see also Local rule 7-2 ("[M]options for leave to file a surreply are discouraged.").

of these rules[.]"); see also Briones v. Riviera Hotel & Casino, 116 F.3d 379, 382 (9th Cir. 1997) ("pro se litigants are not excused from following court rules").

B. Arbitrability

The Court's role is limited to determining whether (1) the Parties agreed to arbitrate and (2) whether the scope of that agreement encompasses the claims at issue. See Nguyen, 763 F.3d at 1175. The Parties do not dispute that the claims in this case fall within the plain meaning of the arbitration agreement. Therefore, the Court confines its analysis to the first factor. For the reasons below, the Court finds that a valid arbitration agreement applies to this case.

Under the FAA, Cellular bears the burden of demonstrating "whether a valid agreement to arbitrate exists." Cox v. Ocean View Hotel Corp., 533 F.3d 1114, 1119 (9th Cir. 2008). The Supreme Court has divided challenges to arbitration agreements into (1) those targeting only the agreement itself and (2) those targeting the contract as a whole, "either on a ground that directly affects the entire agreement . . . or on the ground that the illegality of one of the contract's provisions renders the whole contract invalid." Buckeye Check Cashing, Inc. v. Cardegna, 546 U.S. 440, 444 (2006). Only the first type of challenge is relevant to determining enforceability. Id.; Rent-A-Center, W., Inc. v. Jackson, 561 U.S. 63, 70 (2010).

In this case, the dispute centers on the existence of an arbitration agreement itself. Mr. Goodwin argues, without factual support, that he never signed the arbitration agreement.[2] Against this, Cellular provides three key pieces of competent evidence. First, Cellular has provided the text of the arbitration agreement. Second, the sworn declaration of Jeremy Passamonte, the National Director of Talent Acquisition at Cellular, represents that Mr. Goodwin applied for a training position through Cellular's career portal and through that process he read

[2] The Court notes that Mr. Goodwin only states this position in briefing and does not provide a sworn statement. See Fed. R. Civ. P. 56(a) (listing the forms of competent evidence applicable here). Nevertheless, had Mr. Goodwin provided a sworn statement that he never signed the Agreement, it would not be sufficient to refute Cellular's evidence. Scott v. Harris, 550 U.S. 372, 380 (2007) (explaining that the non-movant at summary judgement must "do more than simply show that there is some metaphysical doubt as to the material facts[.]"); see also Jaffey v. Del taco Rests., Inc., No. 2:17-cv-2600-JCM-PAL, 2018 U.S. Dist. LEXIS 141584 (D. Nev. Aug. 21, 2018) (finding in a similar arbitration case that even a sworn affidavit that an employee did not sign an arbitration agreement was insufficient in light of the employer's sworn affidavit that the routine onboarding process included such an agreement.)

and confirmed the standard arbitration agreement. Third, Cellular provides a read out of the career portal prompts and Mr. Goodwin's answers.

Taken together, Cellular's evidence shows that, during his completion of the standard application process, Mr. Goodwin was presented with the following arbitration agreement:

> DISPUTE RESOLUTION AGREEMENT: a. All Disputes Must be Arbitrated. Any controversy or dispute (whether pre-existing, present, or future and whether or not you become employed by the Cellular Sales Parties (defined below) arising from or in any way related to your application, the consideration of your employment, the decision to hire or not hire you, or your termination of employment if hired, including but not limited to, (i) any dispute about the interpretation, validity, construction, scope, or enforceability of this Agreement, (ii) any claim of employment discrimination or retaliation, including but note limited to, discrimination based on age, disability, national origin, race, or sex . . . must be resolved exclusively by the final binding arbitration under the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") then applicable to the dispute . . . .

To which, Mr. Goodwin is recorded as responding "I agree." Next, the online application process informed Mr. Goodwin that "Checking this box is intended to be and constitutes the equivalent of a handwritten signature. By this signature, you are (i) representing the answers given are truthful and (ii) legally binding yourself to the provisions above following which you selected "I agree." Mr. Goodwin is recorded as affirming this statement.

The Court finds the arbitration agreement is a valid arbitration agreement between the Parties. Courts apply the summary judgement standard where the making of an arbitration agreement is at issue. Knapke v. PeopleConnect, Inc., 38 F.4th 824, 831 (9th Cir. 2022). Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show "that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a); see also Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986) (similar); Hansen v. LMB Mortg. Servs., Inc., 1 F.th 667, 670 (9th Cir. 2021) (explaining that "a court is not authorized to dispose of a motion to compel arbitration until after [material] factual disputes have been resolved."). Cellular's evidence that the arbitration agreement is a part of the standard application process that Mr. Goodwin completed is sufficient to carry their burden.

C. Stay

Once the court has determined that a dispute falls within the scope of an arbitration agreement, the proceedings in the case as to the arbitrable issues must be stayed pending the completion of arbitration. 9 U.S.C. § 3 ("If any suit or proceeding be brought . . . upon any issue referable to arbitration" the court "shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement . . . ."). Accordingly, the litigation must be stayed pending binding arbitration. Any party may move to lift the stay once arbitration is concluded.

IV. CONCLUSION

For the foregoing reasons, **IT IS ORDERED** that Defendant Cellular Sales' Motion to Compel Arbitration and a Stay of Proceedings (ECF No. 8) are **GRANTED**. All other pending motions are **DISMISSED without prejudice** as moot.

IT IS FURTHER ORDERED that this litigation is stayed pending the resolution of the arbitration proceeding. Either party may move to lift the stay once arbitration has concluded. The Parties are instructed to file a joint status report within 14 days of the completion of arbitration.

IT IS FURTHER ORDERED that the Clerk of Court is instructed to strike Electronic Docket Numbers 13, 15, 17, and 23.

DATED: September 11, 2024.

RICHARD F. BOULWARE, II
UNITED STATES DISTRICT JUDGE

Office of the Clerk
United States Court of Appeals for the Ninth Circuit
Post Office Box 193939
San Francisco, California 94119-3939
415-355-8000

Molly C. Dwyer
Clerk of Court

FILED

SEP 3 2025

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

DOCKETING NOTICE

Docket Number:	25-5567
Originating Case Number:	2:23-cv-01176-RFB-BNW
Short Title:	Goodwin v. Cellular Sales Service Group, LLC

Dear Appellant/Counsel

A copy of your notice of appeal/petition has been received in the Clerk's office of the United States Court of Appeals for the Ninth Circuit. The U.S. Court of Appeals docket number shown above has been assigned to this case. You must indicate this Court of Appeals docket number whenever you communicate with this court regarding this case.

Motions filed along with the notice of appeal in the district court are not automatically transferred to this court for filing. Any motions seeking relief from this court must be separately filed in this court's docket.

Please furnish this docket number immediately to the court reporter if you place an order, or have placed an order, for portions of the trial transcripts. The court reporter will need this docket number when communicating with this court.

You must file a Disclosure Statement (Form 34) within 14 days of this notice if your case: (1) involves a non-governmental corporation, association, joint venture, partnership, limited liability company, or similar entity; (2) is a bankruptcy case; (3) is a criminal case involving an organizational victim; or (4) involves review of state court proceedings. See Ninth Circuit Rule 26-1.1.

The $605 docketing fee remains due. Failure to correct this deficiency within 14 days will result in the dismissal of this case for failure to prosecute. See 9th Cir. R. 42-1. The fee is payable to the district court or the tax court.

Failure of the appellant to comply with the time schedule order may result in dismissal of the appeal.

Please read the enclosed materials carefully.

Office of the Clerk
United States Court of Appeals for the Ninth Circuit
Post Office Box 193939
San Francisco, California 94119-3939
415-355-8000

Molly C. Dwyer
Clerk of Court

TIME SCHEDULE ORDER

Docket Number:	25-5567
Originating Case Number:	2:23-cv-01176-RFB-BNW
Case Title:	Goodwin v. Cellular Sales Service Group, LLC

Tuesday, October 14, 2025	
Antonio Goodwin	Appeal Opening Brief (No Transcript Due)
Wednesday, November 12, 2025	
Cellular Sales Service Group, LLC	Appeal Answering Brief (No Transcript Due)

If there were reported hearings, the parties shall designate and, if necessary, cross-designate the transcripts pursuant to 9th Cir. R. 10-3. If there were no reported hearings, the transcript deadlines do not apply.

The optional reply may be filed within 21 days of service of the answering brief. See Fed. R. App. P. 31 and 9th Cir. R. 31-2.1.

Failure of the appellant to comply with the time schedule order may result in automatic dismissal of the appeal. See 9th Cir. R. 42-1.

FILED

SEP 26 2025

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

ANTONIO GOODWIN, Plaintiff - Appellant, v. CELLULAR SALES SERVICE GROUP, LLC, Defendant - Appellee.	No. 25-5567 D.C. No. 2:23-cv-01176-RFB-BNW District of Nevada, Las Vegas ORDER

Before: R. NELSON, SUNG, and H.A. THOMAS, Circuit Judges.

This court lacks jurisdiction over this appeal because the August 20, 2025 magistrate judge order is not final or immediately appealable. *See* 9 U.S.C § 16(b); 28 U.S.C. § 1291; *see also Flam v. Flam*, 788 F.3d 1043, 1046 (9th Cir. 2015) (magistrate judge may hear and determine non-dispositive matters under 28 U.S.C. § 636(b)(1)(A)). This appeal is therefore dismissed. *See* 9th Cir. R. 3-6(b) (if court determines it lacks jurisdiction, court may dismiss appeal without notice or further proceedings).

All pending motions are denied as moot.

DISMISSED.

FILED

FEB 10 2026

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ANTONIO GOODWIN, Plaintiff - Appellant, v. CELLULAR SALES SERVICE GROUP, LLC, Defendant - Appellee.	No. 25-5567 D.C. No. 2:23-cv-01176-RFB-BNW District of Nevada, Las Vegas MANDATE

The judgment of this Court, entered September 26, 2025, takes effect this date.

This constitutes the formal mandate of this Court issued pursuant to Rule 41(a) of the Federal Rules of Appellate Procedure.

FOR THE COURT:

MOLLY C. DWYER
CLERK OF COURT