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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF WISCONSIN GREEN BAY DIVISION

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| AIA SERVICE, LLC,  800 Winneconne Ave  Neenah, Wisconsin 54936 | MOTION TO STAY PROCEEDINGS AND COMPEL ARBITRATION |
| Plaintiff, | Case No. 16-cv-1635 |
| vs. | Hon. William C. Griesback |
| MARKETING SOLUTIONS PROMOTIONAL PRODUCTS  1550 East 4160 South  Salt Lake City, Utah 84124, |  |
| AND |  |
| NANDRA COURTRIGHT  1550 East 4160 South  Salt Lake City, Utah 84124 |  |
| Defendants. |  |

Marketing Solutions Promotional Products, LLC (Marketing Solutions), and Nandra Courtright (Courtright), by and through undersigned counsel, moves the Court for an order staying the current proceedings pending arbitration.

RELIEF REQUESTED

The Defendants respectfully requests that the Court enter a stay in the current proceedings pending arbitration.

SUMMARY OF ARGUMENT

This case arises out of a contract between the parties (See Complaint, paragraphs 7-11). The contract is attached to the Complaint as Exhibit A (See Complaint, paragraph 7, and Exhibit A to the Complaint).

The contract provides, at paragraph 16, that “all disputes…will be submitted for arbitration before the American Arbitration Association (the “AAA”).”

According to the parties’ contract, it is reasonable and proper for this case to be presented to arbitration and the current matter be stayed.

GROUNDS FOR RELIEF REQUESTED

9 U.S.C. § 3 states in pertinent part, "(i)f any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration ... the court in which such suit is pending ... shall on application of one of the parties stay the trial of the action until such arbitration has been had ").

Because the parties’ contract requires any disputed be submitted to arbitration, the current matter should be stayed until the arbitration takes place.

STATEMENT OF RELEVANT FACTS

1. The Complaint alleges that the Defendants breached the parties’ written contract. (See Complaint, paragraphs 7-11, and Count 1 (Breach of Contract).
2. Attached to the Complaint, as Exhibit A, is a copy of the parties’ contract.
3. Paragraph 16 of the contract provides that “all disputes…will be submitted for arbitration before the American Arbitration Association (the “AAA”).”

ARGUMENT AND AUTHORITY

A. The Court should issue a stay and order this matter to arbitration.

Section 3 of the Federal Arbitration Act provides: “If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, 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, providing the applicant for the stay is not in default in proceeding with such arbitration.” 9 U.S.C. § 3.

The parties’ contract (Sales Affiliate Agreement) contains a standard, enforceable arbitration clause that requires the parties to submit their unresolvable disputes for determination pursuant to the arbitration rules of the American Arbitration Association.

Before Plaintiff filed suit, Defendants and Plaintiff sought to resolve Plaintiff’s issues through discussion and negotiation. However, when negotiations failed, Plaintiff filed the instant lawsuit. Plaintiff has never sought or requested arbitration, and Defendants have never refused to participate in arbitration.

Section 2 of the Federal Arbitration Act provides: “A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and

enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.”

CONCLUSION

The parties’ contract contains a valid and enforceable arbitration provision. Therefore, Defendants respectfully request that the Court enter an order staying the current proceeding and ordering this case to arbitration.

DATED this 13th day of February, 2017.

RESPECTFULLY submitted.

*/S/ Chad Steur*

Chad Steur

Attorney for Defendants

# CERTIFICATE OF SERVICE

I hereby certify that on February 14, 2017, a true and correct copy of the foregoing

MOTION TO STAY PROCEEDINGS AND COMPEL ARBITRATION was sent email to the

following:

# William E. Fischer

[wfischer@vonbriesen.com](mailto:wfischer@vonbriesen.com)

*/s/ Chad Steur*

Chad Steur