

James Chelmowski  
6650 N Northwest Hwy  
Chicago, IL 60631

**Via Electronic Filing and Email**

Lisa J. Saks, Deputy Chief  
Market Disputes Resolution Division  
Enforcement Bureau  
Federal Communication Commission  
445 12th Street, SW  
Washington, DC 20554

February 19, 2015

RE: *Chelmowski v AT&T Mobility*, FCC Docket No. 14-260, File No. EB-14-MD-016

Dear Ms Saks:

Please be informed the case that I brought to the Circuit Court initially for Administrative Review on August 15, 2014 which AT&T removed to the US Federal Court is now open case with the United States Seventh Court of Appeals. Attached is the Notice of Appeal and the acceptance by the court.

See attached doctor's order, despite my doctor's order after surgery not to go downtown Chicago to the hearing on January 13, 2015, especially with forecasted snow and icy conditions. AT&T refused cooperate on postponing the court's January 13, 2015 hearing for a status update and a ruling on AT&T motion to dismiss for a couple weeks. I sent Honorable Judge Zagel my doctor's orders and requested a hearing postponement for a couple weeks until I could put weight on my surgically repaired leg. Apparently, I was told by his court room deputy Elisa Perez that I don't need to file any motion and the January 13, 2015 hearing will be postponed. If I was advised no new hearing would be re-scheduled before a final ruling, I would have appeared at court on January 13 without question disobeying my doctor's orders and risk of further injury to protect my rights.

To my shock Honorable Judge Zagel did not postpone the hearing giving me the opportunity to clarify any confusion created by AT&T. For example, the court already had this filing on October 20, 2014 and AT&T was served both the identical October 20, 2014 filing and the corrected scrivner's error on November 11, 2014. This required Response was filed October 20, 2014 filing 22 days earlier than his required deadline date.

Honorable Judge Zagel decided on January 15, 2015 to rule on the Motion to Dismiss the defective Complaint for Administrative Review not the October 20, 2014 FRCP 15(a)(1)(B) Amended Complaint to Vacate Arbitration Award (docket no 10) and Exhibits Supporting Plaintiff's Amended Complaint to Vacate Arbitration Award (docket no 12). He also ruled on AT&T Motion to Confirm Arbitration rule without requiring any hearing or response. See attached ruling under Procedural Profile.

I was unable to clarify to the court that I filed the required response to AT&T Motion to Dismiss (docket no 9) 22 days early than the November 11, 2014 deadline on October 20, 2014 along with the FRCP 15(a)(1)(B) amended complaint (docket no 10), Exhibits Supporting Plaintiff's Amended Complaint to Vacate Arbitration Award (docket no 12) and Discovery of Privilege Log of November 11, 2013 Discovery (docket no. 8). Document summary is attached.

The Procedural Profile by Judge Zagel order for some reason ignores the existence of my October 20, 2014, the FRCP 15(a)(1)(B) amended complaint (docket no 10), Exhibits Supporting Plaintiff's Amended Complaint to Vacate Arbitration Award (docket no 12) and response to AT&T Motion to Dismiss (docket no 9) however acknowledges only filing on October 20, 2014 Discovery of Privilege Log of November 11, 2013 Discovery (docket no. 8). These documents appear on record see attachment. Also does not acknowledge no AT&T required 14 days response under FRCP15(a)(3).

This case is being appealed on multiple reasons including Federal Rules of Civil Procedure 15(a)(1) (B). The first Amended Complaint on October 20, 2014 (docket no 10) was filed within required 21 days of AT&T Motion to Dismiss and Confirm Arbitration Award. AT&T failed to respond, file any Motions to Dismiss or object to this Amended Complaint required within 14 days under FRCP15(a)(3) or at all.

After AT&T constant personal attacks against me and AT&T refusal to cooperate and allow a 2 week extension because of my doctor's order after surgery in the case to Vacate or Confirm an Arbitration hearing, I feel I must give the FCC a sneak peak of a few of the initial legal arguments for the appeal.

We are still in the process researching legal arguments for this appeal, however some legal arguments could include the following in this Appeal:

1) the rule's (FED. R. CIV. P. 15 (a) (1) (B)) purpose is to ensure that cases are decided on the merits, Bausch, 630 F.3d at 562, which is consistent with the overall purpose of the Federal Rules of Civil Procedure. That liberal policy toward amending pleadings, especially in a first effort to amend, should remain in effect even if a district court elects to enter judgment, perhaps prematurely, upon granting a motion to dismiss. See, e.g., Bausch v. Stryker Corp., 630 F.3d 546, 562 (7th Cir.2010) (district court erred by entering judgment after Rule 12(b)(6) dismissal where plaintiff sought to amend complaint to address perceived mistakes; proposed amendment to complaint was not futile).Id. at 482.

2) '[a ] pro se litigant must be given leave to amend his or her complaint unless it is 'absolutely clear that the deficiencies of the complaint could not be cured by amendment.' ' Noll v. Carlson, 809 F.2d 1446, 48 (9th Cir.'87) (quoting Broughton v. Cutter Labs., 622 F.2d 458, 60 (9th Cir.'80)). When the district court dismissed Noll's second amended complaint and the action without leave to amend, it failed to provide a statement of the complaint's deficiencies. Because it is not absolutely clear that Noll could not amend his complaint to allege constitutional violations, the district court erred by not notifying Noll of the amended complaint's deficiencies and allowing him leave to amend. See Franklin, 745 F.2d at 1228 n. 9; Potter, 433 F.2d at 1088.

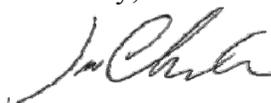
As stated in the January 26, 2015 Reply with required factual supporting documents, AT&T arbitration agreement does not give any customers the right to file in US Federal Court. AT&T arbitration agreement gives the customer the right to either arbitration or small claims court. Complete exclusive of the arbitration or small claims court, AT&T agreement gives the customer the right to file complaints with the FCC, too. My case court filed for Administrative Review in a Circuit Court and was never given the opportunity to proper Amend my case to Vacate Arbitration Award. Also since an informal case filed prior to this case was brought to the US Federal Court by AT&T, FCC only has jurisdiction on the FCC violations not any other court.

This case is totally independent from this FCC formal Complaint as far as the FCC should be concerned under the FCC rules, AT&T arbitration agreement and the Appellate Court. Unless AT&T trying to argue AT&T arbitration agreement is unconscionable or unconstitutional this case is independent of the case in the court system to Vacate or Confirm the Arbitration Award.

Why would AT&T not agree to reschedule this hearing two weeks later when I would have my doctor's clearance (instead trying to force further injury on my surgical repaired leg)? Based on AT&T January 16, 2016 FCC Answer and reluctance to provide required 47 C.F.R §§ 1.724(f) & (g) plus AT&T creation of some outrageous footnote "Motion" (does not conform at all to §§ 1.727 Motions), was this really an attempt to avoid producing required documentation of AT&T 2011 porting rejections and other requirements under 47 C.F.R §§ 1.724(f) & (g). AT&T has never produced a single document with details of AT&T 2011 March and April porting rejections despite attempts to deceive the FCC in 2011 and 2015 AT&T correspondences.

I felt since AT&T notified the FCC on this case the FCC should be informed of the progress and this case is not closed as AT&T tried to imply to avoid producing required documents under 47 CFR 1.724 Answer.

Sincerely,



James Chelmowski

cc: Michael Groggin & Jaquelyne Flemming, AT&T  
Michael Engel, FCC



ILLINOIS BONE AND JOINT INSTITUTE, LLC

GLENVIEW | WILMETTE

2401 RAVINE WAY  
GLENVIEW, ILLINOIS 60025

(847) 998-5680 PHONE  
(847) 998-6365 FAX

WWW.IBJI.COM

January 06, 2015

To Whom it may concern,

Jim Chelmowski has been under my orthopedic care. He fell and sustained a tibial plateau fracture on November 29, 2014. This required surgery on December 3, 2014 it is anticipated that he will remain homebound and not be able to bear weight for up to 8 weeks post op.

If you have any questions, please let me know.

His next post-surgery examination will be on January 16, 2014.

Dr. David Beigler

**David F. Beigler, M.D.**  
*Hip, Knee & Shoulder Surgery  
Sports Medicine & Trauma Surgery*

**Leon S. Benson, M.D.**  
*Hand & Upper Extremity Surgery*

**Eric L. Chehab, M.D.**  
*Orthopaedic Surgery  
Sports Medicine*

**James L. Fox, Jr., M.D.**  
*General Orthopaedic Surgery  
Orthopaedic Oncology*

**Steven L. Haddad, M.D.**  
*Foot & Ankle Surgery  
Total Ankle Replacement*

**James C. Kudrna, M.D., Ph.D.**  
*Hip Surgery*

**Robert D. McMillan, M.D.**  
*Sports Medicine  
Hip & Knee Surgery  
General Orthopaedic Surgery*

**Michael R. O'Rourke, M.D.**  
*Hip & Knee Surgery*

**Gregory R. Palutis, M.D.**  
*Sports Medicine*

**Craig S. Phillips, M.D.**  
*Hand & Upper Extremity Surgery*

**Gregory H. Portland, M.D.**  
*Arthroscopic Knee & Shoulder Surgery  
Sports Medicine*

**Amy Jo Ptaszek, M.D.**  
*Foot & Ankle Surgery  
General Orthopaedic Surgery*

**William J. Robb, III, M.D.**  
*Knee Surgery*

**David E. Shapiro, M.D.**  
*Reconstructive Spine Surgery*

**Gary S. Shapiro, M.D.**  
*Spine Surgery*

**Van P. Stamos, M.D.**  
*Hip & Knee Surgery*

---

**Joseph T. Alleva, M.D.**  
*Physical Medicine*

**Alfonso E. Bello, M.D.**  
*Rheumatology*

**Carla O. Gamez, D.P.M.**  
*Podiatric Surgery*

**Andrew Hunt, M.D.**  
*Adult & Pediatric Sports Medicine*

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**Philip J. FitzSimons, M.D.**  
*Emeritus*

**Howard J. Sweeney, M.D.**  
*Emeritus*

**Howard J. Agins, M.D.**  
*1953--2002*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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JAMES CHELMOWSKI )

Plaintiff, )

v. )

AT&T MOBILITY LLC )

Defendant. )

Case No. 14 CV 7283

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NOTICE OF APPEAL

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NOTICE IS HEREBY GIVEN that Plaintiff, James Chelmowski, hereby appeals to the United States Court of Appeals for the Seventh Circuit from final Order by the Honorable James B. Zagel entered on January 16, 2015.

Respectively submitted this 17th day of February, 2015.

By:   
James Chelmowski, Plaintiff  
6650 N Northwest Hwy, #300  
Chicago, IL 60631  
847-768-0000

UNITED STATES DISTRICT COURT  
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 6,1  
Eastern Division

James Chelmowski

Plaintiff,

v.

Case No.: 1:14-cv-07283  
Honorable James B. Zagel

ATT Mobility (AT

Defendant.

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**NOTIFICATION OF DOCKET ENTRY**

This docket entry was made by the Clerk on Thursday, November 13, 2014:

MINUTE entry before the Honorable James B. Zagel: Motion hearing held. Motion for discovery [8] and Motion to amend/correct [10] are stricken. Mailed notice. (nf, )

**ATTENTION:** This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

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UNITED STATES DISTRICT COURT  
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 6.1  
Eastern Division

James Chelmowski

Plaintiff,

v.

Case No.: 1:14-cv-07283

Honorable James B. Zagel

ATT Mobility (AT

Defendant.

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**NOTIFICATION OF DOCKET ENTRY**

This docket entry was made by the Clerk on Thursday, January 15, 2015:

MINUTE entry before the Honorable James B. Zagel: In accordance with the Court's Memorandum Opinion and Order, Defendant's Motion to Confirm the Arbitration Award [4] is granted. Plaintiff's complaint is dismissed and Plaintiff's Motion for Discovery and for Leave to File and Amended Complaint are denied as moot. Enter Memorandum Opinion and Order. Civil case terminated. Mailed notice(ep, )

**ATTENTION:** This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov).

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

JAMES CHELMOWSKI,

Plaintiff,

v.

AT&T MOBILITY LLC,

Defendant.

No. 14 C 7283  
Judge James B. Zagel

**MEMORANDUM OPINION AND ORDER**

In this suit against Defendant AT&T Mobility LLC (“Defendant”), *pro se* Plaintiff James Chelmowski (“Plaintiff”) seeks to vacate an arbitration award pursuant to 9 U.S.C. § 10. This case is presently before the court on Defendant’s motion to dismiss the complaint and confirm the arbitration award pursuant to Federal Rule of Civil Procedure 12(b)(6) and 9 U.S.C. § 9. For the following reasons, I grant Defendant’s motion in entirety.

**FACTS**

Plaintiff is a former customer of Defendant who initiated an arbitration before the American Arbitration Association (the “AAA”) on February 26, 2013. In this arbitration, Plaintiff alleged that Defendant refused to “port,” or transfer, his cellular telephone number to another carrier and improperly deleted his voicemails. Plaintiff asserted claims for (1) breach of contract, (2) conversion, (3) fraud, (4) intentional infliction of emotional distress, and (5) violations of federal telecommunications regulations. Plaintiff asked the arbitrator to award more than \$2.2 million in damages plus interest.

The AAA appointed Celeste Hammond, a law professor at the John Marshall Law School, as arbitrator. After Plaintiff took discovery from Defendant, Hammond conducted the

arbitration hearing in Chicago on May 29, 2014. At the hearing, Plaintiff testified about the issues he experienced and Defendant presented an expert witness who testified that the new carrier to whom Plaintiff wished to port his number was responsible for the failed port. Defendant also asserted a counterclaim for \$345.88 in unpaid service charges and other costs. On July 14, 2014, Hammond rendered her final decision and determined that neither party met its burden of proof on its respective claims. After ruling that “all claims asserted by the parties are denied,” Hammond ordered Defendant to pay the administrative fees of the arbitration as well as the arbitrator’s compensation.

### **PROCEDURAL PROFILE**

Plaintiff filed its current complaint, titled “Complaint for Administrative Review,” with the Circuit Court of Cook County, Chancery Division, on August 15, 2014. The Circuit Court’s clerk’s office issued a summons under the Illinois Administrative Review Law, 735 ILCS 5/3-101 *et seq.*, and Defendant removed the case to this court on September 18, 2014.

Defendant’s motion to dismiss was filed on September 25, 2014. Plaintiff filed a motion for discovery of Defendant’s privilege log from the arbitration proceedings on October 20, 2014, and a motion for leave to file an amended complaint on January 8, 2015. Although Plaintiff’s response to Defendant’s motion to dismiss was due on November 11, 2014, Plaintiff did not file it until January 6, 2015.

### **DISCUSSION**

#### **I. Plaintiff’s Claims Under the Illinois Administrative Review Law**

Plaintiff titled his pleading, “Complaint for Administrative Review,” and caused the Clerk of the Cook County Circuit Court to issue a summons under the Illinois Administrative Review Law, 735 ILCS § 5/3-101 *et seq.* These actions indicate that Plaintiff is attempting to

invoke the provisions of the Illinois Administrative Review Law in some measure. This law governs actions seeking judicial review of the decisions of Illinois administrative agencies. 735 ILCS § 5/3-102. As the allegations of Plaintiff's complaint make clear, however, the current dispute before the court does not relate to an Illinois administrative agency decision. Rather, this matter involves two private parties that have engaged in a private arbitration. Accordingly, the Administrative Review Law has no relevance to this dispute.

## **II. Plaintiff's Claims Under the Federal Arbitration Act**

It must first be noted that Defendant erred by filing its motion under Rule 12(b)(6). This rule does not apply to the Federal Arbitration Act ("FAA"). Rather, under section 6 the FAA, 9 U.S.C. § 6, "[a]ny application to the court hereunder shall be made and heard provided by law for the making and hearing of motions." As the Seventh Circuit has noted, therefore, section 6 of the FAA removes actions to confirm or vacate arbitration awards from the realm of civil cases governed by the Federal Rules of Civil Procedure. *See* Fed R. Civ. P. 1, 81(a)(3); *Mical v. Glick*, 581 F. App'x 568, 570 (7th Cir. 2014); *Webster v. A.T. Kearney, Inc.*, 507 F.3d 568, 570 (7th Cir. 2007); *Health Servs. Mgmt. Corp. v. Hughes*, 975 F.2d 1253, 1257–58 (7th Cir. 1992). This procedural error, however, is inconsequential in this case.

Defendant alleges that Plaintiff has failed to plead sufficient facts to warrant vacatur of the arbitration award. Section 10 of the FAA provides that awards can be vacated in certain limited circumstances. 9 U.S.C. § 10; *see, e.g., Halim v. Great Gatsby's Auction Gallery, Inc.*, 516 F.3d 557, 563 (7th Cir. 2008). In that regard, courts will not review arbitration decisions for legal or factual error. *See Prostyakov v. Masco Corp.*, 513 F.3d 716, 723 (7th Cir. 2006). Thinly veiled attempts to obtain appellate review of an arbitrator's decision are not permitted. *See, e.g., Johnson Controls, Inc. v. Edman Controls, Inc.*, 712 F.3d 1021, 1025–26 (7th Cir. 2013). Factual

or legal errors by arbitrators—even clear or gross errors—do not authorize courts to annul awards. *Id.* As the Supreme Court recently noted, “the question for a judge is not whether the arbitrator construed the parties’ contract correctly, but whether he construed it at all.” *Oxford Health Plans LLC v. Sutter*, 133 S. Ct. 2064, 2071 (2013). That is because the “potential for” the arbitrator’s “mistakes is the price of agreeing to arbitration.” *Id.* at 2070. Accordingly, the “arbitrator’s construction” of a contract “holds, however good, bad, or ugly.” *Id.* at 2071.

Section 10 of the FAA provides only four circumstances in which a court may vacate an arbitration award:

- (1) where the award was procured by corruption, fraud, or undue means;
- (2) where there was evident partiality or corruption in the arbitrators, or either of them;
- (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or
- (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

9 U.S.C. § 10(a)(1)-(4).

Although Plaintiff argues that all of the conditions in 9 U.S.C. § 10(a) have been satisfied, the bulk of his complaint attacks the arbitrator’s discovery and evidentiary rulings. Plaintiff argues that the arbitrator failed to follow various federal and state rules of procedure. Arbitrators, however, have wide latitude to conduct arbitration proceedings, and are not bound by judicial rules of procedure or evidence. *See Halim*, 516 F.3d at 563; *Generica Limited v. Pharmaceutical Basics, Inc.*, 125 F.3d 1123, 1130 (7th Cir. 1997). They accordingly have broad

discretion to administer discovery, and limitations on discovery do not provide grounds for vacatur.

Similarly, any contention by Plaintiff that the arbitrator's rulings departed from the AAA's own rules regarding discovery does not provide support for vacating an arbitration award. As the Seventh Circuit has explained, "[a]lthough we have great respect for the" AAA rules, "they are not the proper starting point for an inquiry into an award's validity under section 10 of the FAA," because those "arbitration rules . . . do not have the force of law." *Merit Ins. Co. v. Leatherby Ins. Co.*, 714 F.2d 673, 680 (7th Cir. 1983).

Plaintiff's assertions that the award should be vacated because the arbitrator failed to render a reasoned decision and that the arbitrator's ruling was against the "manifest weight of the evidence" also fail. In response to Plaintiff's exaggerated claims and unrealistic seven-figure demand, Defendant explained how the issues regarding Plaintiff's voicemail and the porting of his phone number could be traced to Plaintiff's own actions. Given the ample evidence in the award, the arbitrator's ruling that Plaintiff had failed to fulfill his burden of proof was reasoned and entirely reasonable.

An arbitrator's decision will be disturbed only where "there is no possible interpretive route to the award." *See Johnson Controls*, 712 F.3d at 1026. In light of the evidence presented by Defendant that Plaintiff's problems were largely of his own making, a possible "interpretive route" to the ruling rendered by the arbitrator clearly existed. Although the arbitrator can hardly be accused of failing to explain her decision in this case, Plaintiff should have brought his concern to the arbitrator's attention if he was dissatisfied with the form of the arbitrator's award.

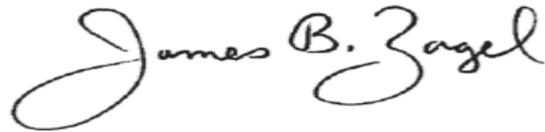
Defendant seeks confirmation of the award in its motion to dismiss. If a party seeks to confirm an arbitration award within a year of its entry, the court must do so unless the award has

been vacated or modified under sections 10 or 11 of the FAA. 9 U.S.C. § 9; *see also IDS Life Ins. Co. v. Royal Alliance Assocs.*, 266 F.3d 645, 650–51 (7th Cir. 2001) (“[I]f the district judge is satisfied that the arbitrators resolved the entire dispute and can figure out what that resolution is, he must confirm the award.”). Because Plaintiff has failed to present this court with a reason to vacate or modify the award and Defendant has sought confirmation within one year of its entry, the award is confirmed.

### CONCLUSION

For the aforementioned reasons, I deny Plaintiff’s application to vacate the arbitration award, and Plaintiff’s motions for discovery and leave to file an amended complaint are denied as moot. Accordingly, I grant Defendant’s motion to confirm the arbitration award pursuant to 9 U.S.C. § 9, and Plaintiff’s complaint is dismissed.

ENTER:

A handwritten signature in black ink that reads "James B. Zagel". The signature is written in a cursive, flowing style.

James B. Zagel  
United States District Judge

DATE: January 15, 2015

**United States District Court**  
**Northern District of Illinois - CM/ECF LIVE, Ver 6,1 (Chicago)**  
**CIVIL DOCKET FOR CASE #: 1:14-cv-07283**  
**Internal Use Only**

Chelmowski v. AT&T Mobility LLC  
Assigned to: Honorable James B. Zagel  
Demand: \$75,000

Case in other court: Cook County Circuit Court, 2014 CH 13305  
Cause: 28:1441 Petition for Removal- Breach of Contract

Date Filed: 09/18/2014  
Date Terminated: 01/15/2015  
Jury Demand: None  
Nature of Suit: 190 Contract: Other  
Jurisdiction: Diversity

**Plaintiff****James Chelmowski**

represented by **James Chelmowski**  
Pro Se  
217 Glenview Road  
Glenview, IL 60025  
847 768 0000  
Email: jchelmowski@comcast.net  
PRO SE

V.

**Defendant****AT&T Mobility (AT&T)**

represented by **Mark W. Lewis**  
Legal Department--AT&T Services, Inc.  
225 West Randolph Street  
25th Floor  
Chicago, IL 60606  
(312) 727-2345  
Fax: (312) 629-5244  
Email: mark.w.lewis@att.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
09/18/2014	<a href="#"><u>1</u></a>	NOTICE of Removal from Circuit Court of Cook County, Illinois, case number (2014 CH 13305) filed by AT&T Mobility LLC Filing fee \$ 400, receipt number 0752-9875588. (Attachments: # <a href="#"><u>1</u></a> Exhibit A, # <a href="#"><u>2</u></a> Exhibit B, # <a href="#"><u>3</u></a> Exhibit C, # <a href="#"><u>4</u></a> Exhibit D)(Lewis, Mark) (Entered: 09/18/2014)
09/18/2014	<a href="#"><u>2</u></a>	CIVIL Cover Sheet (Lewis, Mark) (Entered: 09/18/2014)
09/18/2014	<a href="#"><u>3</u></a>	ATTORNEY Appearance for Defendant AT&T Mobility LLC by Mark W. Lewis (Lewis, Mark) (Entered: 09/18/2014)

09/18/2014		CASE ASSIGNED to the Honorable James B. Zagel. Designated as Magistrate Judge the Honorable Jeffrey Cole. (daj, ) (Entered: 09/19/2014)
09/19/2014		MAILED Rule 77d Notice of Removal letter to Plaintiff James Chelmowski. (tjm) (Entered: 09/19/2014)
09/25/2014	<a href="#">4</a>	MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>AND TO CONFIRM ARBITRATION AWARD</i> (Lewis, Mark) (Entered: 09/25/2014)
09/25/2014	<a href="#">5</a>	MEMORANDUM by AT&T Mobility (AT&T) in support of Motion to Dismiss for Failure to State a Claim <a href="#">4</a> <i>and to Confirm Arbitration Award</i> (Attachments: # <a href="#">1</a> Appendix of Exhibits Supporting Defendant's Motion to Dismiss Complaint and Confirm Arbitration Award)(Lewis, Mark) (Entered: 09/25/2014)
09/25/2014	<a href="#">6</a>	NOTICE of Motion by Mark W. Lewis for presentment of Motion to Dismiss for Failure to State a Claim <a href="#">4</a> before Honorable James B. Zagel on 10/21/2014 at 09:30 AM. (Lewis, Mark) (Entered: 09/25/2014)
10/20/2014	<a href="#">8</a>	MOTION by Plaintiff James Chelmowski for Discovery of Privilege Log of November 11, 2013 Discovery (Exhibits). (tjm) (Entered: 10/22/2014)
10/20/2014	<a href="#">9</a>	MOTION by Plaintiff James Chelmowski to OBJECTION to Plaintiff Motion to dismiss complaint and <i>and to Confirm Arbitration Award</i> <a href="#">4</a> . (tjm) (Entered: 10/22/2014)
10/20/2014	<a href="#">10</a>	MOTION by Plaintiff James Chelmowski to ammend Complaint to vacate arbitration award. (tjm) (Entered: 10/22/2014)
10/20/2014	<a href="#">11</a>	NOTICE of Motion by James Chelmowski for presentment of motion to amend Complaint, to vacate arbitration award <a href="#">10</a> , and for discovery of Privilege Log of November 11, 2013 <a href="#">8</a> before Honorable James B. Zagel on 11/13/2014 at 9:30 AM. (tjm) (Entered: 10/22/2014)
10/20/2014	<a href="#">12</a>	APPENDIX of Exhibits Supporting Plaintiff's Ammended Complaint to Vacate Arbitration Award (Attachments: # <a href="#">1</a> Attachment 1, # <a href="#">2</a> Attachment 2). (tjm) (Entered: 10/22/2014)
10/21/2014	<a href="#">7</a>	MINUTE entry before the Honorable James B. Zagel: Motion hearing held. Defendant's Motion to Dismiss for Failure to State a Claim <a href="#">4</a> is entered and continued. Plaintiff's Response due by 11/11/2014, Defendant's Reply due by 12/2/2014. Status/Ruling set for 1/13/2015 at 10:30 a.m. Mailed notice. (nf, ) (Entered: 10/21/2014)
11/13/2014	<a href="#">13</a>	MINUTE entry before the Honorable James B. Zagel: Motion hearing held. Motion for discovery <a href="#">8</a> and Motion to amend/correct <a href="#">10</a> are stricken. Mailed notice. (nf, ) (Entered: 11/17/2014)
12/02/2014	<a href="#">14</a>	REPLY by Defendant AT&T Mobility (AT&T) <i>In Support of Defendant's Motion to Dismiss Complaint and to Confirm Arbitration Award</i> (Lewis, Mark) (Entered: 12/02/2014)
01/06/2015	<a href="#">15</a>	RESPONSE by James Chelmowski in Opposition to MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>AND TO CONFIRM ARBITRATION AWARD</i> <a href="#">4</a> (Chelmowski, James) (Entered: 01/06/2015)

01/08/2015	<a href="#">16</a>	MOTION by Plaintiff James Chelmowski for leave to file <i>Amended Complaint</i> (Chelmowski, James) (Entered: 01/08/2015)
01/08/2015	<a href="#">17</a>	MINUTE entry before the Honorable James B. Zagel: At the Court's instance, the status/ruling set for 1/13/15 is stricken. Further order to issue shortly. Mailed notice (ep, ) (Entered: 01/08/2015)
01/15/2015	<a href="#">18</a>	MINUTE entry before the Honorable James B. Zagel: In accordance with the Court's Memorandum Opinion and Order, Defendant's Motion to Confirm the Arbitration Award <a href="#">4</a> is granted. Plaintiff's complaint is dismissed and Plaintiff's Motion for Discovery and for Leave to File and Amended Complaint are denied as moot. Enter Memorandum Opinion and Order. Civil case terminated. Mailed notice (ep, ) (Entered: 01/16/2015)
01/15/2015	<a href="#">19</a>	MEMORANDUM Opinion and Order. Signed by the Honorable James B. Zagel on 1/15/2015. (ep, ) (Entered: 01/16/2015)
02/17/2015	20	PAYMENT by James Chelmowski of Filing fee \$ 505. (Chelmowski, James) (Entered: 02/17/2015)
02/17/2015	<a href="#">21</a>	NOTICE of appeal by James Chelmowski regarding orders <a href="#">1</a> , <a href="#">15</a> , <a href="#">14</a> , <a href="#">8</a> , <a href="#">19</a> , <a href="#">10</a> , <a href="#">16</a> , <a href="#">9</a> , <a href="#">12</a> , <a href="#">17</a> , <a href="#">7</a> , <a href="#">4</a> , <a href="#">13</a> , <a href="#">18</a> , <a href="#">5</a> Filing fee \$ 505, receipt number 0752-10349973. (Chelmowski, James) (Entered: 02/17/2015)
02/17/2015	<a href="#">22</a>	NOTICE of Appeal Due letter sent to counsel of record regarding notice of appeal <a href="#">21</a> . (ea, ) (Entered: 02/17/2015)