

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

MICHAEL INZA, <i>et al.</i>)	
Plaintiffs,)	
v.)	Civil Action No. 24-cv-03054(RDM)
)	
AT&T, INC., et al.,)	
Defendants.)	
_____)	

[PROPOSED] ORDER

Having read and considered Defendants' Motion to Stay Proceedings and Plaintiffs' Memorandum of Law in Opposition to Defendants' Motion to Stay and in Support of Cross-Motion to Resolve Arbitration as a Threshold Issue, and the other filings on record in this case, and for good cause shown, it is hereby **ORDERED** that, Defendants' Motion to Stay Proceedings is **DENIED**. Plaintiffs' Cross-Motion to Resolve Arbitration as a Threshold Issue is **GRANTED**. It is further **ORDERED** that the arbitration clauses embedded in subscriber contracts offered by AT&T, Verizon, and T-Mobile are unenforceable as to all claims arising from the allegations in this case, including but not limited to violations of the Sherman Act § 2, the Racketeer Influenced and Corrupt Organizations Act (RICO), and the Telecommunications Act, on the grounds that these clauses were fraudulently induced, unconscionably imposed, structurally used to conceal unlawful conduct, and contrary to established public policy. Defendants may not rely on each other's clauses, and arbitration shall not be compelled in any form as to the claims asserted herein.

SO ORDERED.

RANDOLPH D. MOSS
United States District Judge

DATE: _____