

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

LeMont Love v. Cellco Partnership d/b/a Verizon Wireless

Case No. 2:25-cv-13819 (BRM) (JRA) (D.N.J. Feb. 19, 2026) · No. 2:25-cv-13819 (BRM) (JRA) · Decided February 19, 2026

SUMMARY

The District of New Jersey granted Verizon’s motion to compel arbitration in pro se plaintiff LeMont Love’s action concerning Verizon’s handling of a subpoena for cellphone records in an underlying criminal case. The court held that the arbitration issue required review under the Rule 56 standard but that Love had not shown a factual dispute warranting limited discovery. The court denied Verizon’s motion to dismiss for failure to state a claim as moot.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Brian R. Martinotti
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	February 19, 2026
DOCKET	2:25-cv-13819 (BRM) (JRA)
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the amended complaint for failure to state a claim or, alternatively, to compel arbitration. The court considered the arbitration motion under the Rule 56 standard, granted the motion to compel arbitration, denied the motion to dismiss as moot, and stayed the action pending arbitration.
STANDARD OF REVIEW	The court applied the Rule 56 summary-judgment standard to the motion to compel arbitration because the amended complaint did not clearly establish an arbitration agreement and the motion relied on materials outside the pleading. Under that standard, the court determined whether a genuine dispute of material fact existed concerning the arbitration agreement. The court also applied ordinary New Jersey contract-law principles to validity and enforceability issues.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

arbitration

civil procedure

motions to dismiss

declaratory judgment

injunctions

PRACTICE AREAS

Arbitration

Civil procedure

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Federal jurisdiction

Remedies

QUESTIONS PRESENTED

1. Whether the motion to compel arbitration should be evaluated under Rule 12(b)(6) or the Rule 56 standard.
2. Whether Love entered into a valid and enforceable arbitration agreement with Verizon.
3. Whether the arbitration and delegation provisions were procedurally or substantively unconscionable.
4. Whether the scope of the dispute should be determined by the court or delegated to an arbitrator.
5. Whether the amended complaint should be stayed pending arbitration.

HOLDINGS

1. The Rule 56 standard, rather than the Rule 12(b)(6) standard, governs the motion to compel arbitration when the complaint does not clearly reference or rely on an arbitration agreement and the motion presents materials outside the pleading.
2. The device-payment agreements and incorporated Customer Agreement created a valid and enforceable arbitration agreement between Love and Verizon.
3. The arbitration clause was not procedurally or substantively unconscionable.
4. The valid delegation provision clearly and unmistakably delegated disputes concerning the scope of the arbitration agreement to the arbitrator.
5. The amended complaint must be stayed pending completion of arbitration, and the motion to dismiss for failure to state a claim is moot.

KEY QUOTATIONS

“The Court is required to first resolve non-merit issues, such as those involving subject matter jurisdiction under Rule 12(b)(1), personal jurisdiction under 12(b)(2), and venue under 12(b)(3); then arbitrability issues, such as a motion to compel arbitration under Rule 12(b)(6) or 56; and finally merit issues, such as a failure to state a claim under Rule 12(b)(6).” (III.A)

“Having determined same, Love’s challenge to the scope of the arbitration clause “is explicitly delegated, by the terms of the [A]greement, to an arbitrator.”” (III.A.1.b)

“For the reasons set forth above and for good cause having been shown, Verizon’s Motion to Compel Arbitration under Rule 56 is GRANTED and Verizon’s Motion to Dismiss the Amended Complaint for Failure to State a Claim (id.) is DENIED AS MOOT.” (IV)

FACTUAL BACKGROUND

On May 15, 2024, Love entered into device-payment and service agreements with Verizon for a Samsung Galaxy S24 and an Apple iPhone 14. The agreements incorporated Verizon's Customer Agreement, which required disputes to be resolved through arbitration or small-claims court and included a delegation provision covering disputes concerning the validity, enforceability, or scope of the agreement. In connection with an underlying New Jersey criminal case, Love subpoenaed Verizon for records relating to the devices and requested that the records be produced directly to him rather than to the court. Verizon produced the records to the Superior Court, and Love later sought declaratory and injunctive relief concerning Verizon's subpoena-production policy.

PROCEDURAL HISTORY

Love filed suit against Verizon and two individual defendants in New Jersey state court. Verizon removed the action to the District of New Jersey. After the court granted Love leave to amend, the amended complaint asserted a single claim seeking declaratory and injunctive relief concerning Verizon's handling of a subpoena for records in Love's underlying criminal case. Verizon moved to dismiss or compel arbitration; the court treated Love's anticipatory arbitration arguments in the amended complaint as his opposition, compelled arbitration, and stayed the case.

DISPOSITION

other

CASES CITED

- S. Broward Hosp. Dist. v. Medquist, Inc., 258 F. App'x 466, 467 (3d Cir. 2007)
- Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 24-25 (1983)
- Morgan v. Sundance, Inc., 596 U.S. 411, 418 (2022)
- Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U.S. 395, 404 n.12 (1967)
- Gay v. CreditInform, 511 F.3d 369, 386 (3d Cir. 2007)
- Certain Underwriters at Lloyd's London v. Westchester Fire Ins. Co., 489 F.3d 580, 585 (3d Cir. 2007)
- Guidotti v. Legal Helpers Debt Resol., L.L.C., 716 F.3d 764, 773-74 (3d Cir. 2013)
- Thomas v. Jenny Craig, Inc., Civ. A. No. 10-2287, 2010 WL 3076861, at *3 (D.N.J. Aug. 4, 2010)
- Century Indem. Co. v. Certain Underwriters at Lloyd's, 584 F.3d 513, 523 (3d Cir. 2009)
- Sapp v. Indus. Action Servs., LLC, 75 F.4th 205, 212 (3d Cir. 2023)
- In re Remicade (Direct Purchaser) Antitrust Litig., 938 F.3d 515, 520-22 (3d Cir. 2019)
- Young v. Experian Info. Sols., Inc., 119 F.4th 314, 318-21 (3d Cir. 2024)
- James v. Glob. TelLink Corp., 852 F.3d 262, 265-66 (3d Cir. 2017)
- Atalese v. U.S. Legal Services Group, L.P., 99 A.3d 306, 312-14 (N.J. 2014)
- Harris v. Green Tree Fin. Corp., 183 F.3d 173, 181 (3d Cir. 1999)
- State v. Garcia, 949 A.2d 208, 213 (N.J. 2008)
- Rent-A-Ctr., W., Inc. v. Jackson, 561 U.S. 63, 68 (2010)
- MZM Constr. Co. v. New Jersey Bldg. Laborers Statewide Benefit Funds, 974 F.3d 386, 399 (3d Cir. 2020)

- Sinochem Int'l Co. v. Malaysia Int'l Shipping Corp., 549 U.S. 422-23 (2007)
- Reading Health Sys. v. Bear Stearns & Co., 900 F.3d 87, 95 (3d Cir. 2018)
- Silfee v. Automatic Data Processing, Inc., 696 F. App'x 576-78 (3d Cir. 2017)
- Edmondson v. Lilliston Ford, Inc., 593 F. App'x 108, 111-12 (3d Cir. 2014)
- Dean Witter Reynolds, Inc. v. Byrd, 470 U.S. 213, 218 (1985)
- Lloyd v. Hovensa, LLC, 369 F.3d 263, 269 (3d Cir. 2004)
- W. Run Student Housing Assocs., LLC v. Huntington National Bank, 712 F.3d 165, 171 (3d Cir. 2013)
- New Rock Asset Partners, L.P. v. Preferred Entity Advancements, Inc., 101 F.3d 1492, 1504 (3d Cir. 1996)

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