UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF MISSISSIPPI, OXFORD DIVISION

Nicholas Services, LLC d/b/a Nicholas Air; and Nicholas John Correnti v. Cellco Partnership d/b/a Verizon Wireless

Nicholas Services · No. No. 3:25-CV-117-DMB-JMV · Decided January 27, 2026

SUMMARY

The United States District Court for the Northern District of Mississippi grants Verizon's motion to compel arbitration and stay claims arising from an alleged unauthorized SIM-card swap and cryptocurrency theft. Applying New York law, the court concludes that the parties entered into a valid arbitration agreement and that the plaintiffs' claims fall within the broad provision covering disputes arising out of the applicable Verizon Wireless agreement. Verizon's motions to transfer venue and dismiss are terminated without prejudice pending arbitration.

CASE DETAILS

COURT	United States District Court for the Northern District of Mississippi, Oxford Division
WRITING FOR THE COURT	Debra M. Brown
JURISDICTION	United States District Court for the Northern District of Mississippi, Oxford Division
DECIDED	January 27, 2026
DOCKET	No. 3:25-CV-117-DMB-JMV
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to compel arbitration and stay the federal action. The court granted the motion, terminated defendant's venue-transfer and Rule 12(b)(6) motions without prejudice, and stayed the case pending arbitration.
STANDARD OF REVIEW	The court determined whether a valid arbitration agreement existed and whether the dispute fell within its scope. Under the Federal Arbitration Act, contract-formation questions are governed by applicable state-law principles, while ambiguities concerning the scope of a broad arbitration clause are resolved in favor of arbitration.
PRECEDENTIAL VALUE	unpublished

PARTIES	Nicholas Services, LLC d/b/a Nicholas Air, Nicholas John Correnti v. Cellco Partnership d/b/a Verizon Wireless

TOPICS

arbitration · contracts · civil procedure · commercial litigation · consumer protection

PRACTICE AREAS

arbitration · contracts · civil procedure · commercial litigation · consumer protection · torts

QUESTIONS PRESENTED

1. Whether Nicholas Air and Correnti were subject to a valid arbitration agreement with Verizon.
2. Whether plaintiffs' claims arising from Verizon's alleged failure to protect their SIM card, account, and customer information fell within the Agreement's broad arbitration provision covering any dispute arising out of the Agreement.
3. Whether the arbitration motion should be granted and the federal proceedings stayed.

HOLDINGS

1. The plaintiffs were subject to a valid arbitration agreement with Verizon. Nicholas Air entered into the Agreement containing the arbitration provision, and Correnti, as Nicholas Air's owner and an authorized user of its iPhone and Verizon account, was also bound under the circumstances presented.
2. All of plaintiffs' claims fell within the scope of the Agreement's arbitration provision, which required arbitration of any dispute arising out of the Agreement.

KEY QUOTATIONS

> *"Considering the broad language of the arbitration provision, the Court cannot conclude that it is not susceptible of the interpretation that it covers the claims asserted here."* (analysis § IV.C)

> *"Verizon's motion to compel arbitration and stay this case [11] is GRANTED. Verizon's motion to transfer venue [13] and motion to dismiss [16] are TERMINATED without prejudice. This case is STAYED pending arbitration."* (Conclusion § V)

FACTUAL BACKGROUND

Nicholas Air entered into a Verizon Wireless National/Major Account Agreement in 2013 for wireless services and equipment. The Agreement identified Nicholas Air as the customer, required arbitration of any dispute arising out of the Agreement, and contained provisions addressing SIM cards, software updates, and Verizon's handling of customer proprietary network information. Plaintiffs alleged that Verizon wrongfully allowed an unauthorized person to obtain control of their SIM card, iPhone, and Verizon account, reset Correnti's Coinbase passwords, and transfer cryptocurrency to external accounts.

PROCEDURAL HISTORY

Plaintiffs filed suit on April 10, 2025, asserting federal and state statutory claims, contract claims, and tort claims arising from an alleged unauthorized SIM-card and account takeover that allegedly facilitated theft of cryptocurrency. Verizon moved to compel arbitration and stay the case, and separately moved to transfer venue and dismiss under Rule 12(b)(6). After briefing on arbitration, the court granted the motion to compel and stay, leaving the other motions terminated without prejudice.

DISPOSITION

other

CASES CITED

- Robertson v. Intratek Comput., Inc., 976 F.3d 575, 579 (5th Cir. 2020)
- Edwards v. Doordash, Inc., 888 F.3d 738, 743 (5th Cir. 2018)
- Polyflow, L.L.C. v. Specialty RTP, L.L.C., 993 F.3d 295, 302-03 (5th Cir. 2021)
- Webb v. Investacorp, 89 F.3d 252, 258 (5th Cir. 1996)
- Tittle v. Enron Corp., 463 F.3d 410, 419 (5th Cir. 2006)
- Murchison Cap. Partners, L.P. v. Nuance Commc'ns, Inc., 625 F. App'x 617, 625 (5th Cir. 2015)
- Info. Scis., Inc. v. Mohawk Data Sci. Corp., 374 N.E.2d 624, 625 (N.Y. 1978)
- Domansky v. Little, 770 N.Y.S.2d 288 (N.Y. App. Div. 2003)
- Leadertex, Inc. v. Morganton Dyeing & Finishing Corp., 67 F.3d 20, 27-28 (2d Cir. 1995)
- Haviland v. Goldman, Sachs & Co., 947 F.2d 601, 605 (2d Cir. 1991)
- Berger v. Cantor Fitzgerald, Inc., 240 A.D.2d 222, 223 (N.Y. App. Div. 1997)
- Chun Choe v. T-Mobile USA, Inc., No. SA CV 18-0648-DOC, 2018 WL 6131574, at *4-*7 (C.D. Cal. Aug. 1, 2018)
- Rogers-Dabbs Chevrolet-Hummer, Inc. v. Blakeney, 950 So. 2d 170, 176-77 (Miss. 2007)