

Ivan Garneff

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IN THE COUNTY COURT OF OSCEOLA COUNTY, FLORIDA
Case No.: 2025 SC 003284

LVNV Funding LLC,
Plaintiff,

v.

IVAN V GARNEFF JR,
Defendant.

DEFENDANT’S MOTION TO COMPEL PRIVATE/CONTRACTUAL ARBITRATION AND TO STAY PROCEEDINGS

COMES NOW the Defendant, Ivan Garneff, appearing pro se, and pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1–16, and applicable state law, respectfully moves this Court to compel binding arbitration of Plaintiff’s claims and to stay these proceedings pending arbitration. In support, Defendant states as follows:

I. BACKGROUND

1. Plaintiff has filed this action against Defendant alleging liability on a credit card account purportedly governed by a written Cardmember Agreement (“Agreement”).
2. The Agreement contains a valid and binding arbitration clause which governs disputes such as this one.
3. Defendant elects arbitration pursuant to the terms of the Agreement and the FAA.

II. LEGAL ARGUMENT

4. The FAA reflects a strong federal policy favoring arbitration agreements and requires courts to enforce them according to their terms. See *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011).
5. Arbitration agreements are “valid, irrevocable, and enforceable” unless grounds exist at law or equity for revocation. 9 U.S.C. § 2.

6. Plaintiff's claims fall squarely within the scope of the arbitration agreement contained in the Cardmember Agreement.
7. Upon Defendant's election, arbitration is mandatory, and this Court is required to stay or dismiss proceedings and compel arbitration. See *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213 (1985).

III. REQUEST FOR RELIEF

WHEREFORE, Defendant respectfully requests that this Court:

- A. Compel arbitration of Plaintiff's claims pursuant to the Cardmember Agreement and the FAA;
- B. Stay all judicial proceedings in this case pending completion of arbitration; and
- C. Grant such further relief as the Court deems just and proper.

Respectfully submitted,

Ivan V Garneff Jr, Defendant Pro Se
8/20/2025

Certificate of Service

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Compel Arbitration has been furnished by e-filing to Evan Kidd, PO BOX 172069, Tampa, FL 33672 on this 20th day of August, 2025.

Ivan V Garneff Jr