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

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Evergreen Maintenance Center, Inc.,
an Oregon corporation,

No. CV-10-1530-PHX-DGC

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Plaintiff,

ORDER

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vs.

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Air Universal, Ltd. a Jordanian limited
corporation,

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Defendant.

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Plaintiff moves to compel arbitration. Doc. 12. For the reasons stated below, the
Court will compel arbitration.

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On July 20, 2010, Plaintiff Evergreen Maintenance Center, Inc. (“Evergreen”) filed
a complaint seeking to compel Defendant Air Universal Ltd. (“Air Universal”) to arbitrate
a dispute that arose after the parties entered into a binding settlement agreement. Doc. 1.
The complaint alleges that Plaintiff is the wronged party in the dispute. *Id.* at 3. The
complaint also alleges that the settlement agreement contains a dispute resolution clause
whereby the parties are required to arbitrate disputes arising from “parts delivery issues.”
Id. at 4. The complaint further alleges that the current dispute is a parts delivery issue. *Id.*

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Plaintiff moved on August 12, 2010 to compel Defendant to submit to arbitration.
Doc. 12. Plaintiff asserts that it notified Defendant of Plaintiff’s intent to arbitrate the
dispute, that Defendant responded by expressing its intent to contest arbitrability, that
subsequently Defendant’s counsel indicated Defendant will likely agree to arbitration, and
that Defendant has not yet formally stipulated to arbitration. *Id.* Defendant responded on

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1 August 26, 2010, by asserting that Plaintiff's motion is premature on account of Defendant's
2 answer not yet being due. Doc. 14. Defendant also asserted that it had previously informed
3 Plaintiff of its agreement to arbitrate, and sought to dismiss the motion as moot. *Id.* In its
4 reply on September 2, 2010, Plaintiff maintains that it still wants this Court to compel
5 arbitration because Defendant has not agreed to Plaintiff's proposed stipulation to arbitrate.
6 Doc. 15. In an objection to Plaintiff's reply, filed on September 27, 2010, Defendant asserts
7 that it had countered by email Plaintiff's proposed stipulation with its own stipulation on
8 September 1, prior to Plaintiff filing its reply with this Court. Doc. 18 at 2. The motions
9 have been fully briefed. Docs. 12, 14, 15.¹ Defendant also filed an answer to the complaint
10 on September 24, 2010, where it explicitly does not contest arbitration. Doc. 17.

11 This case represents a wholly unnecessary lawsuit over a non-dispute. Defendant
12 does not contest arbitration, but neither have the parties succeeded in the relatively simple
13 task of commencing the arbitration proceeding. Because "[f]ederal policy favors arbitration,"
14 *Davis v. O'Melveny & Myers*, 485 F.3d 1066, 1072 (9th Cir. 2007), and further litigation in
15 this Court would be a waste of time and resources, the Court will compel arbitration. Both
16 sides should think more seriously in the future before multiplying litigation and costs
17 unnecessarily.

18 **IT IS ORDERED:**

- 19 1. Plaintiff's motion to compel arbitration (Doc.12) is **granted**;
- 20 2. The parties shall commence arbitration proceedings by **November 12, 2010**.
- 21 3. The Clerk is directed to terminate this action.

22 DATED this 18th day of October, 2010.

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26 David G. Campbell
United States District Judge

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28 ¹ Plaintiff's request for oral argument is denied because the issues have been fully
briefed and oral argument will not aid the Court's decision. *See* Fed. R. Civ. P. 78(b);
Partridge v. Reich, 141 F.3d 920, 926 (9th Cir. 1998).