

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Senior District Judge Richard P. Matsch

Civil Action No. 12-cv-02707-RPM

ALAN LOFTON and
ALNTCB, INC.,

Plaintiff,
v.

FedEx GROUND PACKAGE SYSTEM, INCORPORATED,
Defendants.

ORDER GRANTING MOTION TO AMEND RESPONSE TO MOTION TO COMPEL
ARBITRATION

Upon review of Plaintiff's Unopposed Motion to Amend Response to Defendant's Motion to Compel Arbitration [26] filed December 4, 2012, it is ORDERED that the motion is granted.

DATED: December 5, 2012

BY THE COURT:

s/Richard P. Matsch

Richard P. Matsch, Senior District Judge

NOTES FOR HEARING

Alan Lofton had a written contract with RPS, Inc., to deliver packages. It is dated January 22, 2001, and is attached to the defendant's motion to compel arbitration. In this case Lofton alleges that the contract was taken over by a corporation of his formation ALNTCB, Inc., and his first claim for relief is that the defendant interfered with the contractual relation between Lofton and his corporation when it determined that he could not be a driver. That determination may be based on allegations of misconduct between Lofton and Dawn Martin, an employee of the defendant. The plaintiffs filed seven claims for relief. Lofton's claims are first, tortious interference with contract; second, defamation; third, constitutional rights to freedom of association and firearms; and seven, implied contract and promissory estoppel. The defendant has filed a motion to dismiss those claims for insufficiency of the allegations of the amended complaint.

The fourth, fifth and sixth claims are based on termination of contract and as to those claims the defendant has filed a motion to compel arbitration.

The plaintiffs' position is not clear as to the contracting party. If it is the corporation, Alan Lofton would not be a party and including him in the contract claims is inconsistent with the first claim for relief of interference. The defense to the motion to arbitrate is that there is no written agreement between the corporation and the defendant so there is no arbitration clause.

DATED: September 26th, 2012

BY THE COURT:

s/Richard P. Matsch

Richard P. Matsch, Senior Judge