

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

JAMES FINDLAY,

Plaintiff,

v.

ECONOMY PREMIER ASSURANCE
COMPANY, a Rhode Island
corporation; DOES I-V, unknown parties,

Defendant.

Case No. 1:11-cv-00434-BLW

**MEMORANDUM DECISION AND
ORDER**

Before the Court is a motion to stay and compel arbitration filed by Plaintiff James Findlay. (Dkt. 14). Findlay moves to stay the litigation and compel arbitration because he “desires to protect his contractual and statutory rights under Idaho law.” *Pl.’s Br.* at 1, Dkt. 14. Defendant Economy Premier Assurance opposes the motion, arguing that the insurance contract requires that both parties consent before the matter can be arbitrated, and Economy Premier does not consent.

Economy Premier refers the Court to the arbitration provision contained in the insurance contract, which provides: “Upon written consent of both parties, any disagreement will be settled by arbitration.” *Auto Insurance Policy* at 12, Ex. A to Schroeder Aff., 15-1. Given this clear and unambiguous language requiring both parties’

consent and Economy Premier's representation that it does not consent, the Court must deny Findlay's motion to stay litigation and compel arbitration.

ORDER

IT IS ORDERED that Plaintiff's Demand for Arbitration (Dkt. 14) is DENIED.



DATED: February 9, 2012

A handwritten signature in black ink that reads "B. Lynn Winmill". The signature is written in a cursive style and is positioned above a horizontal line.

B. Lynn Winmill
Chief Judge
United States District Court