


UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE

ERx, LLC,)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Case No. 3:14-cv-465-PLR-HBG
)	
Pioneer Health Services of Oneida, LLC,)	
)	
<i>Defendant.</i>)	

Memorandum Opinion

This matter comes before the Court on the defendant’s renewed motion to dismiss and compel arbitration. [R. 23]. After the plaintiff first filed this action, the defendant moved to dismiss and compel arbitration pursuant to an arbitration clause in the parties’ contract. [R. 8]. The Court found that the alternative dispute resolution provision in the contract required the parties to submit their dispute to mediation first, before arbitration could be ordered. [R. 20]. Accordingly, the Court ordered the parties to submit their dispute to mediation, which they did. Unfortunately, they were unable to resolve their differences. [R. 22, Report of Mediation]. Accordingly, for the reasons stated in the Court’s previous order [R. 20], the defendant’s motion to dismiss and compel arbitration [R. 23] is **Granted**. The parties are **Ordered** to submit this dispute to binding arbitration.¹ The plaintiff’s complaint is **Dismissed** in its entirety.

It is so Ordered.


UNITED STATES DISTRICT JUDGE

¹ After the defendant filed its renewed motion to dismiss and compel arbitration, the plaintiff filed a motion for summary judgment. Based on that motion, the plaintiff asserts that “principals of judicial efficiency favor this Court denying Defendant’s motion and instead disposing of this case on the merits.” In light of the Court’s previous order, holding that the arbitration provision in the contract should be enforced, the plaintiff’s summary judgment motion is a non-starter. The plaintiff can raise the arguments made in that motion before the arbitrator.

