


IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

2010 MAY 25 PM 4:11

CLERK OF DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY  _____
DEPUTY

MEDICUS INSURANCE,
PLAINTIFF,

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§

V.

CIVIL NO. A-10-CA-277-LY

GREENLIGHT REINSURANCE, LTD.,
DEFENDANT.

ORDER

Before the Court is Defendant's Motion to Compel Arbitration and Stay Proceedings filed April 30, 2010 (Doc. #3). Plaintiff's response to the motion was due May 14, 2010. *See* W.D. Tex. Local R. CV-7(d). To date, however, Plaintiff has not filed a response. Thus, pursuant to Local Rule CV-7(d), Defendant's motion may be granted as unopposed if the Court finds a valid agreement to arbitrate, a dispute within the scope of the arbitration agreement, and a refusal to arbitrate. *See Dealer Computer Services, Inc. v. Old Colony Motors, Inc.*, 588 F.3d 884, 886 (5th Cir. 2009); *Cf. John v. Louisiana Bd. of Trs. for State Colls. & Univs.*, 757 F.2d 698, 707-10 (5th Cir. 1985). Having reviewed the motion, memorandum in support, pleadings, and the parties' contract at issue in this cause, the Court finds that the motion should be granted.

Section 4 of the Federal Arbitration Act ("FAA") states, in part, that,

A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court which, save for such agreement, would have jurisdiction under Title 28, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy between the parties, for an order directing that such arbitration proceed in the manner provided for in such agreement.

9 U.S.C. § 4. Under Section 4, arbitration may be compelled if there is a valid agreement to arbitrate, a dispute within the scope of the arbitration agreement, and a refusal to arbitrate. *Dealer*

Computer Services, Inc, 588 F.3d at 886. The FAA “establishes that, as a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration.” *Moses H. Cone Memorial Hospital v. Mercury Construction Corp.*, 460 U.S. 1, 24-25 (1983). The FAA “is a congressional declaration of a liberal federal policy favoring arbitration agreements” and “questions of arbitrability must be addressed with a healthy regard for the federal policy favoring arbitration.” *Id.* Review of the pleadings and the parties’ contract reveals a that the contract contains a valid agreement to arbitrate, that the dispute between the parties falls within the scope of the arbitration agreement, and that Plaintiff has refused to arbitrate.

IT IS THEREFORE ORDERED that Defendant’s Motion to Compel Arbitration and Stay Proceedings filed April 30, 2010 (Doc. #3) is **GRANTED**.

IT IS FURTHER ORDERED that this action is **STAYED** pending further order of this Court.

IT IS FURTHER ORDERED that the parties submit a joint status report to the Court **on or before Monday, August 30, 2010**, advising the Court of the name of the arbitrators and the date scheduled for arbitration.

IT IS FURTHER ORDERED that the parties submit a joint status report no later than thirty days after the scheduled arbitration advising the Court about the status of the arbitration and this action.

SIGNED this 25th day of May, 2010.


LEE YEAKEL
UNITED STATES DISTRICT JUDGE