

15-1237

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

FILED
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COURT REPORTER
KANAWHA COUNTY CIRCUIT COURT

Brandon Adkins
Plaintiff,

vs.

Case No. 14-C-2160

Credit Acceptance Corporation
Defendant.

**ORDER GRANTING PLAINTIFF'S MOTION TO STAY THE PROCEEDINGS AND
TO COMPEL ARBITRATION.**

On a previous day came the parties, Brandon Adkins, by Counsel Benjamin Sheridan, and Credit Acceptance, by Counsel Nicholas Mooney II and Sarah Smith. On this day, arguments were heard for and against Plaintiff's motion to compel binding arbitration pursuant to the binding arbitration clause in the contract between the parties. Based up on the arguments made at hearing and the briefs provided by the parties, the Court makes the following findings of facts and conclusions of law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Contract between the parties and drafted by the Defendant, Credit Acceptance Corporation, provided that "Either You or We may require any Dispute be arbitrated and may do so before or after a lawsuit has started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit.
2. As reflected in an order granted on or about March 2nd of 2015 in the Circuit Court of Cabell County, the Defendant Credit Acceptance Corporation moved, after the initiation of a lawsuit in Courts of Cabell County, to compel binding arbitration.

3. The order was granted compelling arbitration pursuant to a contract that contains an arbitration clause which appears to be identical to the one at issue in this case.
4. The arbitration clause at issue in this case and in Cabell County contains a clause which states, "...Either You or We may require any Dispute to be arbitrated and may do so before or after a lawsuit has started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. If You or We elect to arbitrate a dispute, this Arbitration Clause Applies." See Plaintiff's motion to Compel Arbitration p. 3.
5. Pursuant to this arbitration clause, the Plaintiff moved to compel arbitration.
6. The Plaintiff did not waive his right to compel arbitration under this specific contract drafted by the Defendant by conducting some discovery, allowing his client to be deposed, or by requesting depositions from the Defendant.
7. The parties do not dispute that there is a valid enforceable arbitration agreement in the contract between the parties, and that it covers the specific disputes between the parties in this case.

WHEREFORE, as the Plaintiff did not waive his rights to compel arbitration, and there is a valid enforceable arbitration agreement governing the disputes in this case, this Court GRANTS the Plaintiff's motion to stay the proceedings and GRANTS the Plaintiff's motion to compel binding arbitration.

The Court notes the objections + exceptions of Credit Acceptance Corp. 925

Entered: 11-10-2015

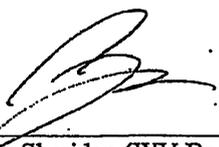
James C. Stucky

 Judge James C. Stucky
 Page 2 of 3 Thirteenth Circuit

STATE OF WEST VIRGINIA
 COUNTY OF KANAWHA, SS
 I, CATHY S. GATSON, CLERK OF CIRCUIT COURT OF SAID COUNTY
 AND IN SAID STATE, DO HEREBY CERTIFY THAT THE FOREGOING
 IS A TRUE COPY FROM THE RECORDS OF SAID COURT.
 GIVEN UNDER MY HAND AND SEAL OF SAID COURT THIS
 11th day of November 2015
 Cathy S. Gatson
 CLERK
 CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA 77

PREPARED

BY:



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