

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

PHILIP W GREEN,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. H-06-833
	§	
SERVICE CORPORATION	§	
INTERNATIONAL,	§	
	§	
Defendant.	§	

ORDER DENYING MOTION TO RECONSIDER

The Plaintiff, Philip W. Green, asks this court to reconsider its decision to compel arbitration. Doc. 16. The Defendant, Service Corporation International (SCI), has filed a response. Doc. 18, and there have been a slew of replies, surreplies, and rejoinders. Docs. 22, 25, 26, 27, and 28. The Plaintiff's motion is DENIED.

Green raises two objections. First, he argues that no contract exists compelling him to arbitrate his claims. Second, he argues that this case misinterpreted *Brennan v. King*, 139 F.3d 258 (1st Cir.).

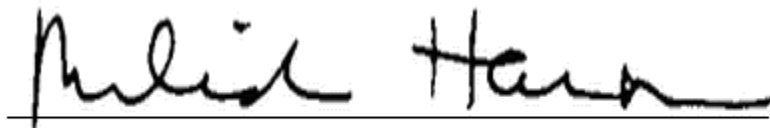
Green rests his argument that no contract exists on the fact that the arbitration agreement that he signed fails to identify, explicitly, the other party to be bound by the contract. The space in which that party should have been identified is blank. Green cites no authority suggesting that such an omission renders the contract void. The context of the agreement makes clear which party is bound: the party employing Green. No other interpretation of the omission is possible. Green knows who employed him and knows that his employer was an affiliate of SCI. Green's complaint alleged that he was employed by SCI. Doc. 1, ¶3.7. SCI's answer denied this allegation and states that a subsidiary of SCI, SCI Funeral and Cemetery Purchasing

Cooperative, Inc. employed Green. Doc. 7, ¶15.

The arbitration agreement itself compels Green to arbitrate any disputes not only with his employer, but also with any of the employer's affiliates. SCI, the Defendant, is an affiliate of Green's employer, SCI Funeral and Cemetery Purchasing Cooperative, Inc. More importantly, no portion of the court file suggests that Green was not employed by an affiliate of SCI. Thus, no matter who employed Green, he is bound to arbitrate a dispute with SCI.

Second, Green distinguishes the facts of a case decided by the First Circuit, *Brennan v. King*, 139 F.3d 258 (1st Cir.) from the facts of this case. However, nothing in the case law governing when parties must submit a dispute to arbitration makes the facts that Green cited material. Certainly, Green engaged in a process that resembles the judicial process quite closely, but he did not actually engage in the judicial process. No case law states that invoking a process that resembles the judicial process operates as a waiver of the right to compel arbitration.

SIGNED at Houston, Texas, this 17th day of August, 2006.

A handwritten signature in black ink, appearing to read "Melinda Harmon", written over a horizontal line.

Melinda Harmon
United States District Judge