

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO

Dean Fuller v. Brookdale Senior Living Communities, Inc. and
Brookdale Employee Services, LLC

Fuller · No. 1:25-cv-00563-AKB · Decided June 25, 2026

SUMMARY

The United States District Court for the District of Idaho grants Brookdale Senior Living Communities, Inc. and Brookdale Employee Services, LLC's motion to compel arbitration and stay proceedings in Dean Fuller's employment-discrimination action. The court holds that Fuller agreed to arbitrate employment-related disputes by signing an Applicant's Statement and Acknowledgement and continuing his at-will employment, and alternatively that the arbitration agreement was incorporated by reference. The court denies Fuller's request for limited discovery and stays the case pending arbitration.

CASE DETAILS

COURT	United States District Court for the District of Idaho
WRITING FOR THE COURT	Amanda K. Brailsford
JURISDICTION	United States District Court for the District of Idaho
DECIDED	June 25, 2026
DOCKET	1:25-cv-00563-AKB
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to compel arbitration and stay the federal proceedings. Plaintiff opposed the motion and requested limited discovery concerning the existence of an arbitration agreement.
STANDARD OF REVIEW	A summary-judgment standard applies to a motion to compel arbitration when resolving factual issues concerning the existence of an arbitration agreement. The court construes facts and reasonable inferences in favor of the nonmoving party, while applying ordinary state-law principles of contract formation.
PRECEDENTIAL VALUE	unpublished district court memorandum decision; persuasive authority only

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Fuller entered into a valid agreement to arbitrate his employment-related disputes by signing the Applicant's Statement and Acknowledgement and continuing his at-will employment.
2. Whether Brookdale's Dispute Resolution Agreement was enforceable as an incorporated document because it was adequately identified and readily available to Fuller.
3. Whether Fuller was entitled to limited discovery concerning the existence and presentation of the arbitration documents before the court ruled on the motion to compel.

HOLDINGS

1. Fuller entered into a valid written agreement to arbitrate employment-related disputes when he signed the Applicant's Statement and Acknowledgement, which expressly required final and binding arbitration of disputes between him and his employer.
2. The Dispute Resolution Agreement was incorporated by reference because the arbitration documents adequately identified it and made its terms readily available to Fuller.
3. Fuller was not entitled to limited discovery because the undisputed signed Applicant's Statement and Acknowledgement independently established an agreement to arbitrate, and the requested discovery would not alter the result.

KEY QUOTATIONS

“The court’s role under the [FAA] is therefore limited to determining (1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement encompasses the dispute at issue.”

“The legal question is whether the incorporated term was “readily available” to Fuller, not whether it was actually presented to him.”

FACTUAL BACKGROUND

Fuller began at-will employment with Brookdale in 2020 after signing an offer letter that referenced Brookdale's dispute-resolution agreement and employment policies. About a month later, he signed an Applicant's Statement and Acknowledgement agreeing to final and binding arbitration of disputes with his employer and acknowledging receipt of the Associate Handbook, which identified Brookdale's Dispute Resolution Agreement. Fuller alleged that Brookdale later subjected him to disability discrimination, harassment, and constructive discharge following his cancer diagnosis, and he disputed receiving or signing the separate Dispute Resolution Agreement.

PROCEDURAL HISTORY

Fuller filed suit alleging violations of the Idaho Human Rights Act and the Americans with Disabilities Act, along with a tort claim. Brookdale moved to compel arbitration and stay the action. The court decided the motion on the parties' briefing, granted the motion to compel arbitration, denied limited discovery, ordered the parties to proceed to arbitration, and stayed the case pending arbitration.

DISPOSITION

other

CASES CITED

- Rent-A-Center, West, Inc. v. Jackson, 561 U.S. 63, 67 (2010)
- Dean Witter Reynolds, Inc. v. Byrd, 470 U.S. 213, 221 (1985)
- Epic Sys. Corp. v. Lewis, 584 U.S. 497, 505–06 (2018)
- AT&T Techs., Inc. v. Commc'ns Workers of America, 475 U.S. 643, 650 (1986)
- Chiron Corp. v. Ortho Diagnostic Sys., Inc., 207 F.3d 1126, 1130 (9th Cir. 2000)
- Munro v. Univ. of S. California, 896 F.3d 1088, 1091 (9th Cir. 2018)
- Circuit City Stores, Inc. v. Adams, 279 F.3d 889, 892 (9th Cir. 2002)
- First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938, 944 (1995)
- Bridge Fund Cap. Corp. v. Fastbucks Franchise Corp., 622 F.3d 996, 1005 (9th Cir. 2010)
- Burch-Lucich v. Lucich, No. 1:13-cv-00218-BLW, 2013 WL 5876317, at *4 (D. Idaho Oct. 31, 2013)
- Cox v. Ocean View Hotel Corp., 533 F.3d 1114, 1119 (9th Cir. 2008)
- Hutchins v. DirecTV Customer Serv., Inc., Case No. 1:11-cv-422-REB, 2012 WL 1161424, at *4 (D. Idaho Apr. 6, 2012)
- Rossman L. Grp., PLLC v. Holcomb, 579 P.3d 914, 921–22 (Idaho 2025)
- Federal Nat'l Mortg. Ass'n v. Hafer, 351 P.3d 622, 629–30 (Idaho 2015)
- Watson v. Idaho Falls Consol. Hosps., Inc., 720 P.2d 632, 636 (Idaho 1986)
- Cornell v. Desert Fin. Credit Union, 524 P.3d 1133, 1136–37 (Ariz. 2023)
- Simmons v. Rush Truck Ctrs. of Idaho, Inc., No. 4:16-cv-00450-EJL, 2017 WL 2271123, at *4 (D. Idaho May 24, 2017)
- Bollinger v. Fall River Rural Elec. Co-op., Inc., 272 P.3d 1263, 1269 (Idaho 2012)
- Johnson v. Associated Milk Producers, Inc., 886 N.W.2d 384, 392 (Iowa 2016)
- Harris, Inc. v. Foxhollow Constr. & Trucking, Inc., 264 P.3d 400, 416 (Idaho 2011)
- Wattenbarger v. A.G. Edwards & Sons, Inc., 246 P.3d 961, 973 (Idaho 2010)
- Knezovich v. DirecTV, L.L.C., No. 4:17-cv-00165-MWB, 2017 WL 4574964, at *10 (D. Idaho Oct. 13, 2017)