

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION

SEVEN OAKS CONSTRUCTION,)
LLC,)
)
Plaintiff,)
)
v.)
)
TALBOT CONSTRUCTION, INC.,)
and TRAVELERS CASUALTY AND)
SURETY COMPANY, INC.,)
)
Defendants.)

CIVIL ACTION NO.
2:11cv140-MHT
(WO)

OPINION

Plaintiff Seven Oaks Construction, LLC originally filed this lawsuit against defendants Talbot Construction, Inc. and Travelers Casualty and Surety Company, Inc. in state court, charging them with unjust enrichment and breach of contract and asserting that one or more of them was liable to Seven Oaks due to an agreement to indemnify contractors and subcontractors in the event of a default. With Travelers Casualty's consent, Talbot Construction removed this lawsuit from

state to federal court based on diversity-of-citizenship jurisdiction. 28 U.S.C. §§ 1332, 1441.

This lawsuit is now before the court on Talbot Construction's motion to compel arbitration and stay judicial proceedings pursuant to the Federal Arbitration Act. 9 U.S.C. §§ 1-16.

Seven Oaks' claims against Talbot Construction arise from the construction of the Army and Air Force Exchange Service construction project at Maxwell Air Force Base. Talbot Construction and Seven Oaks had entered into a subcontract agreement under which Seven Oaks was to perform certain work at the construction project. Seven Oaks contends that Talbot Construction owes it \$ 98,000 for work it performed under the contract. Talbot Construction denies that it owes Seven Oaks the disputed sum. Seven Oaks brought claims against Talbot Construction to recover the money in dispute.

Talbot Construction has moved to compel arbitration. Seven Oaks admits that its claims are subject to a

binding arbitration clause and that therefore the motion should be granted. The court agrees. An appropriate judgment will be entered.

DONE, this the 6th day of April, 2011.

 /s/ Myron H. Thompson
UNITED STATES DISTRICT JUDGE