

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

THE CONE INSURANCE	)	
COMPANY, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	2:18cv695-MHT
	)	(WO)
AUTO OWNERS INSURANCE	)	
COMPANY and BEAVERS	)	
RESTAURANT GROUP, INC.,	)	
	)	
Defendants.	)	

OPINION AND ORDER

Plaintiff The Cone Insurance Company, Inc., filed this lawsuit in state court against defendants Auto Owners Insurance Company and Beavers Restaurant Group, Inc., seeking both a declaratory judgment that Cone Insurance is not responsible for certain insurance premiums that Auto Owners drafted from its account, and an order that Auto Owners refund the premiums; in addition, or in the alternative, Cone Insurance seeks compensation from Beavers Restaurant for the disputed premiums. Auto Owners timely removed the case to this

court, and Beavers Restaurant consented to the removal. Jurisdiction is proper under 28 U.S.C. §§ 1441 (removal) and 1332 (diversity). This case is now before the court on Auto Owners' motion to stay or dismiss the case and to compel Cone Insurance to arbitrate its claims against Auto Owners. Cone Insurance concedes that it should be required to submit to arbitration of its claims in Eaton County, Michigan, pursuant to its contract with Auto Owners. The court will grant the motion to compel arbitration as to Cone Insurance's claims against Auto Owners, and will stay the case between these parties.

As for Cone Insurance's claims against Beavers Restaurant, the parties are in agreement that the pending claims should not be subject to arbitration. As the arbitrator's resolution could moot Cone Insurance's claims against Beavers Restaurant, in the interest of judicial efficiency, and based upon the representations made upon the record during the

conference call on December 19, 2018, the court will stay Cone Insurance's claims against Beavers Restaurant as well until the arbitration is finished.

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Accordingly, it is ORDERED that the motion to stay or dismiss the proceedings and to compel binding arbitration (doc. no. 3) is granted to the extent that:

(1) Plaintiff The Cone Insurance Company, Inc., and defendant Auto Owners Insurance Company shall promptly submit their dispute to arbitration, in accordance with the terms of their contract (doc. no. 3-1).

(2) The alternative motion to dismiss (doc. no. 3) is denied.

(3) This case is stayed pending completion of the arbitration proceedings.

It is further ORDERED that plaintiff The Cone Insurance Company, Inc. is to file a status report with the court (a) on or before the first day of every third month, starting on March 1, 2019, informing the court

of the status of the arbitration, and (b) within 14 days of the completion of the arbitration proceeding.

This case is closed administratively until further order.

DONE, this the 21st day of December, 2018.

/s/ Myron H. Thompson  
UNITED STATES DISTRICT JUDGE