

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION**

**CARAWAY SHEET METAL
& CONSTRUCTION INC.**

PLAINTIFF

v.

No. 4:13-cv-512-DPM

**TRAVELERS CASUALTY & SURETY
COMPANY OF AMERICA; HARRY
PEPPER & ASSOCIATES INC.; BRADSHAW
CRANE RENTAL LLC, d/b/a Dick Mooney
Crane Rental; and UNITED RENTALS NORTH
AMERICA INC.**

DEFENDANTS

ORDER

Parties beyond Pepper and Caraway may participate in the arbitration. And its makes good sense for them to do so. But absent some agreement by other parties to arbitrate, the Court will not compel their participation. Arbitration is wholly a matter of how X, Y, or Z have agreed to handle disputes. *Nitro Distributing, Inc. v. Alticor, Inc.*, 453 F.3d 995, 999 (8th Cir. 2006). While there are some exceptions to this principle, *Reid v. Doe Run Resources Corp.*, 701 F.3d 840, 846 (8th Cir. 2012), Caraway has not argued that any of those exceptions apply. The Court's prior Order covered only the signatories to the arbitration agreement. Motion to clarify, *No* 37, granted.

So Ordered.

D.P. Marshall Jr.
D.P. Marshall Jr.
United States District Judge

19 June 2015