

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

KEITH MORGAN,)	
)	
Plaintiff,)	
)	
v.)	CV417-74
)	
HARLEY-DAVIDSON)	
FINANCIAL)	
SERVICES, INC.)	
)	
)	
Defendant.)	

ORDER

Plaintiff Keith Morgan and defendant Harley-Davidson Financial Services, Inc. move to compel arbitration and stay proceedings pending arbitration, doc. 9, which the Court **GRANTS**. Pursuant to the Promissory Note and Security Agreement, doc. 10, and section three of the Federal Arbitration Act, 9 U.S.C. § 3¹, this action is stayed pending

¹ That section says:

If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the

resolution of the arbitration of the underlying claims. This Court shall retain personal and subject matter jurisdiction over the parties for the purpose of enforcing any arbitral award that may issue. The Clerk shall **ADMINISTRATIVELY CLOSE** this case without prejudice to the right of any party with standing to reopen it. *See, e.g., In re Heritage Southwest Medical Group PA*, 464 F. App'x 285, 287 (5th Cir. 2012) (“administrative closure does not have any effect on the rights of the parties and is simply a docket-management device.”).

SO ORDERED, this 30th day of May, 2017.


UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF GEORGIA

trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration.

9 U.S.C. § 3.