

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MT. HAWLEY INSURANCE COMPANY,

Plaintiff,

-v-

DUMBARTON SECURITY SERVICES, LLC &
STONECREST MALL, SPE, LLC,

Defendant.

24 Civ. 7147 (PAE)

ORDER


PAUL A. ENGELMAYER, District Judge:

The Court has reviewed Dumbarton Security Services, LLC's ("Dunbarton") motion to transfer venue, Dkt. 13, and Mt. Hawley Insurance Company's ("Mt. Hawley") opposition, Dkt. 15, the latter in light of a forum selection clause in its insurance policy in which it and its insured agree to submit to the jurisdiction and venue of New York state and federal courts in connection with any litigation arising out of the policy. The Court denies Dunbarton's motion substantially for the persuasive reasons articulated by the numerous courts that have enforced Mt. Hawley's forum selection clause. *See, e.g., In re Mt. Hawley Ins. Co.*, No. 22-30111, 2022 WL 5360188 (5th Cir. Apr. 28, 2022) (granting Mt. Hawley's writ of mandamus to enforce mandatory forum selection clause, and ordering district court to vacate its contrary order and transfer the case to the Southern District of New York); *Umniid, LLC v. Mt Hawley Ins. Co.*, No. 22 Civ. 5687, 2023 WL 122984, at *1 (W.D. La. Jan. 6, 2023) (granting Mt. Hawley's motion to transfer venue to this District based on policy's forum selection clause); *Burk Holding Co. v. Mt. Hawley Ins. Co.*, No. 22 Civ. 3503, 2023 WL 183898, at *1-6 (E.D. La. Jan. 13, 2023); *La Teresita, Inc. v. Mt. Hawley Ins. Co.*, No. 22 Civ. 1046, 2022 WL 1805139, at *1-2

(M.D. Fla. June 2, 2022) (same); *Brooks & Brooks Invs. LLC v. Mt. Hawley Ins. Co.*, No. 22 Civ. 3854, 2022 WL 17476969, at *1–2 (E.D. La. Dec. 6, 2022) (same).

The Clerk of Court is respectfully directed to terminate the motion pending at Docket 13.

SO ORDERED.



Paul A. Engelmayer
United States District Judge

Dated: November 25, 2024
New York, New York