

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ELMER MARIN,

Plaintiff,

v.

Case No. 6:24-cv-1049-RBD-EJK

MAGICAL CRUISE COMPANY,
LIMITED,

Defendant.

ORDER

Before the Court is Defendant's Motion to Compel Arbitration (Doc. 9) and Plaintiff's Motion to Remand (Doc. 19). Defendant's motion is due to be granted, and Plaintiff's motion is due to be denied.

BACKGROUND

Plaintiff was employed by Defendant aboard a cruise ship until his termination. (Doc. 1-3, ¶ 6.) While employed, Plaintiff became sick after eating bread from another crewmember and required medical treatment. (*Id.* ¶ 10.) He did not know at the time the bread was tainted with drugs. (*Id.*) When Plaintiff tested positive for drugs, he was terminated. (*Id.*; Doc. 1, ¶ 10.)

Plaintiff signed an employment contract ("Contract") as part of his employment. (Doc. 18-2, pp. 8-10.) Plaintiff also signed a "Schedule A" to the

Contract. (*Id.* at 12.) Schedule A incorporates a collective bargaining agreement (“CBA”) by reference and states that the CBA “is available for review in the shipboard Human Resources Office.” (*Id.*) Plaintiff did not receive a copy of the CBA. (Doc. 19, p. 2.) The CBA contains a mandatory arbitration provision “limited to issues subject to the Commitment to Crew process, any wage dispute, including overtime issue [sic], any issue over the interpretation of terms and conditions of employment, the physical conditions of employment, including discipline and termination of employment issues.” (Doc. 1-2, p. 15.)

After his termination, Plaintiff sued Defendant in state court for Jones Act negligence, unseaworthiness under general maritime law, failure to provide maintenance and cure, unpaid wages and penalties, breach of contract, and intentional infliction of emotional distress (“IIED”). (Doc. 1-3, ¶¶ 13-40.) In Defendant’s answer, it did not specifically mention the arbitration provision. (Doc. 1-4.) But Defendant did state that Plaintiff was employed pursuant to the Contract and CBA, his claims are subject to the terms and conditions of the Contract and CBA, he failed to exhaust the CBA’s administrative remedies before filing suit, and “[Defendant] reserves all rights, terms, and conditions including [sic] within the contract.” (Doc. 1-4, ¶ 33, Aff. Defs. 6, 11.)

The parties then engaged in written discovery, including serving and responding to requests for production and interrogatories and drafting a case

management plan that was approved by the state court. (Doc. 1-6.) In April 2024, Defendant deposed Plaintiff. (Doc. 1, ¶ 17.) Two months later, Defendant removed the action to this Court under the Convention Act. (Doc. 1.)

Defendant now moves to compel arbitration, which Plaintiff opposes. (Docs. 9, 18.) Plaintiff also moves to remand, which Defendant opposes. (Docs. 19, 24.) After a hearing (Doc. 29) and supplemental briefing (Docs. 32, 33), the matters are ripe.

STANDARDS

The party resisting arbitration bears the burden of showing that the arbitration agreement is invalid or does not encompass the claims at issue. *Green Tree Fin. Corp.-Ala. v. Randolph*, 531 U.S. 79, 92 (2000). The court considers a motion to compel under a summary judgment-like standard and may decide the motion as a matter of law where there is no genuine dispute of fact. *Bazemore v. Jefferson Capital Sys., LLC*, 827 F.3d 1325, 1333 (11th Cir. 2016).

ANALYSIS

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (“Convention”), codified at Chapter 2 of the Federal Arbitration Act (“FAA”), *see* 9 U.S.C. §§ 201–08, requires signatory States, including the United States, “to give effect to private international arbitration agreements and to recognize and enforce arbitral awards made in other contracting states.” *Lindo v.*

NCL (Bahamas), Ltd., 652 F.3d 1257, 1261 (11th Cir. 2011). Federal courts have subject matter jurisdiction under the Convention to compel parties to arbitrate their claims, and seamen’s employment contracts are covered by the Convention. See 9 U.S.C. § 206; *Bautista v. Star Cruises*, 396 F.3d 1289, 1295 (11th Cir. 2005). Courts apply the “federal substantive law of arbitrability, applicable to any arbitration agreement within the coverage of the [FAA].” *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 626 (1985) (quoting *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983)) (internal quotation marks omitted).

Under the Convention, there is a “strong presumption in favor of arbitration,” and courts should conduct a “very limited inquiry” in determining whether to compel arbitration. *Bautista*, 396 F.3d at 1294–95 (cleaned up). A court must grant a motion to compel arbitration if (1) the four jurisdictional prerequisites are met and (2) none of the Convention’s affirmative defenses apply. *Id.* The four jurisdictional prerequisites are:

- (1) there is an agreement in writing within the meaning of the Convention;
- (2) the agreement provides for arbitration in the territory of a signatory of the Convention;
- (3) the agreement arises out of a legal relationship, whether contractual or not, which is considered commercial; and
- (4) a party to the agreement is not an American citizen, or that the commercial relationship has some reasonable relation with one or more foreign states. *Id.* at 1294 n.7.

If the agreement satisfies the jurisdictional prerequisites, the court

must order arbitration unless the agreement is “null and void, inoperative or incapable of being performed.” *Id.* at 1301 (quoting Convention, art. II(3)) (internal quotation marks omitted).

Defendant argues that all four jurisdictional requirements of the Convention are met, so the Court should compel arbitration. (Doc. 9, pp. 9–11.) Plaintiff disputes only the first of the four jurisdictional prerequisites – an agreement in writing to arbitrate.¹ (Doc. 18, p. 4.) He also argues that his claims do not fall within the scope of the arbitration provision in the CBA, and that Defendant waived its right to arbitration. (*Id.* at 1, 9.) The Court takes these arguments in turn.

I. Agreement in Writing

An “agreement in writing” under the Convention “shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.” Convention, art. II(2).

A. Binding Arbitration Agreement

First, Plaintiff claims there was no agreement in writing to arbitrate because the CBA was not incorporated into the Contract, the forum selection and choice of law clauses in the Contract preclude arbitration, and he was never provided a copy

¹ Plaintiff does not dispute that the remaining three jurisdictional prerequisites are met: the Contract provides for arbitration in England (a signatory of the Convention), the Contract arises from a commercial legal relationship (Plaintiff’s employment with Defendant), and Plaintiff is not an American citizen. (*See* Doc. 9, pp. 9–10; Doc. 18.)

of the CBA. (Doc. 18, pp. 3–8.) So Plaintiff argues there was no “meeting of the minds” and he is not bound by the CBA. (*Id.*) Defendant responds that Plaintiff signed Schedule A, which incorporates the CBA into the Contract, and it has no burden to prove Plaintiff’s knowledgeable consent. (Doc. 24, pp. 5–8.) And Defendant argues that the forum selection clauses and arbitration provision can be read together without conflict.² (*Id.* at 9–11.)

An agreement in writing to arbitrate under the Convention may be incorporated into a contract by reference. *See Bautista*, 396 F.3d at 1293. And a plaintiff is still bound by an arbitration clause despite lack of notice or knowledgeable consent. *See id.* at 1301. A party cannot superimpose additional requirements under the Convention, such as a “meeting of the minds” requirement, to avoid arbitration. *See Bautista*, 396 F.3d at 1301; *Quiroz v. MSC Mediterranean Shipping Co.*, 522 F. App’x 655, 662 (11th Cir. 2013); *Martinez v. MSC Cruises S.A.*, No. 21-61399-CIV, 2021 WL 3700467, at *4 (S.D. Fla. Aug. 20, 2021). For instance, there is a valid agreement in writing where a seaman had the

² Defendant also claims that questions of whether the incorporation by reference clause is valid and whether the forum selection clauses and arbitration provision conflict should be left to the arbitrator because they are issues of contract interpretation. (Doc. 24, pp. 2, 8–9.) But Defendant’s contention is misguided. Courts, in deciding whether there is an agreement in writing within the meaning of the Convention, have determined the validity of a clause incorporating a CBA by reference, *see, e.g., Bautista*, 396 F.3d at 1293, and whether a forum selection clause was consistent with an arbitration provision, *see, e.g., Internaves de Mex. s.a. de C.V. v. Andromeda Steamship Corp.*, 898 F.3d 1087, 1093 (11th Cir. 2018). So these issues are properly in the Court’s purview.

opportunity to review the incorporated document containing the arbitration provision, but the seaman did not see the arbitration provision or have it explained to him. *See Bautista*, 396 F.3d at 1293–94.

“[T]here is a strong presumption in favor of freely-negotiated contractual choice-of-law and forum-selection provisions” under Convention, U.S. Supreme Court, and Eleventh Circuit precedent. *Lindo*, 652 F.3d at 1275 (collecting cases). Courts should “work to interpret the contract harmoniously to avoid conflict and give meaning to all of the provisions” when interpreting an international arbitration agreement. *Internaves de Mex. s.a. de C.V. v. Andromeda Steamship Corp.*, 898 F.3d 1087, 1093 (11th Cir. 2018). Choice of law and forum selection clauses may be read consistently with a valid arbitration clause within the meaning of the Convention. *See Open Sea Inv., S.A. v. Credit Agricole Corp. & Inv. Bank*, No. 17-22366, 2018 WL 1120902, at *5 (S.D. Fla. Jan. 12, 2018) (finding that, while the arbitration provision broadly concerned all controversies involving the account at issue, the forum selection clause applied if the parties needed to obtain specific judicial intervention); *Martinez*, 2021 WL 3700467, at *4 (interpreting the jurisdictional clause to generally govern contractual disputes or remedies and the arbitration clause to cover specific types of employment claims).

Here, Plaintiff signed Schedule A, which states that the CBA was “available for review” and validly incorporates the CBA by reference under the Convention.

(Doc. 18-2, p. 12); *see Bautista*, 396 F.3d at 1293–94. The forum selection clauses, one of which also contains a Bahamian choice of law clause, in the Contract apply generally to “any dispute between [the] Crew Member and DCL” and “all suits, claims, disputes, and matters whatsoever arising under, arising out of, or relating to Crew Member’s employment under [the] Contract,” while the arbitration provision “is limited to issues subject to the Commitment to Crew process, any wage dispute including overtime issue [sic], any issue over the interpretation of terms and conditions of employment, the physical conditions of employment, including discipline and termination of employment issues.” (Doc. 1-2, p. 15; Doc. 18-2, p. 10.) These general forum selection clauses do not render the specific arbitration clause invalid.³ (*See* Doc. 1-2, p. 15; Doc. 18-2, p. 10); *Internaves*, 898 F.3d at 1093; *Open Sea*, 2018 WL 1120902, at *5; *Martinez*, 2021 WL 3700467, at *4. Further, there is no Convention requirement that there be a “meeting of the minds” or knowledgeable consent to form an agreement to arbitrate, so Plaintiff’s arguments to those points fail.⁴ *See Bautista*, 396 F.3d at 1301; *Quiroz*, 522 F. App’x at 662. So there is an agreement in writing to arbitrate within the meaning of the

³ The Court need not decide whether the two forum selection clauses themselves are compatible because the arbitration provision controls.

⁴ Defendant also cites Plaintiff’s deposition testimony as evidence that Plaintiff was bound by the CBA, but the Court need not consider this testimony in determining whether there was a written agreement to arbitrate. (Doc. 9, pp. 9–10; Doc. 24, p. 1.) Similarly, whether Plaintiff followed the grievance procedures specified in the Commitment to Crew process is inapplicable to the Court’s analysis. (Doc. 9, ¶ 11.)

Convention that is binding on Plaintiff.

B. Scope of Arbitration Provision

Plaintiff next argues that his claims are for personal injuries, so they do not arise from a violation of the Contract and are not subject to this arbitration clause.⁵ (Doc. 18, pp. 2, 9–13.) He also argues that his Jones Act and unseaworthiness claims are not removable to federal court by law. (*Id.* at 10.) Defendant counters that Plaintiff’s claims—while pled as Jones Act, unseaworthiness, maintenance and cure, earned wages, and IIED claims—are, in actuality, arbitrable termination of employment claims. (Doc. 24, pp. 2, 11–13.) Defendant cites Plaintiff’s deposition testimony, noting that Plaintiff testified he has no personal injury claims and all his claims are wrongful termination claims. (*Id.* at 12.)

While “any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration” under the FAA, *see Moses*, 460 U.S. at 24–25, courts must “look first to whether the parties agreed to arbitrate a dispute, not to general policy goals, to determine the scope of the agreement,” *see EEOC v. Waffle House, Inc.*, 534 U.S. 279, 294 (2002). Both Jones Act negligence and unseaworthiness claims are removable to federal court under the Convention. *See Bautista*, 396 F.3d

⁵ Plaintiff seems to admit that his breach of contract claim falls under the text of the arbitration provision and withdraws his claim for breach of contract to the extent the Court finds the arbitration provision binding on Plaintiff. (Doc. 18, pp. 2, 9.)

at 1292, 1294.

The Eleventh Circuit has distinguished between non-arbitrable intentional tort claims and arbitrable claims related to employment agreements and services. *Doe v. Princess Cruise Lines, Ltd.*, 657 F.3d 1204, 1219–20 (11th Cir. 2011). But “[w]hether a claim falls within the scope of an arbitration agreement turns on the factual allegations in the complaint rather than the legal causes of action asserted.” *Gregory v. Electro-Mech. Corp.*, 83 F.3d 382, 384 (11th Cir. 1996). While a complaint may on its face appear to encompass non-arbitrable issues, and a plaintiff may allege as much, further examination of the factual bases can reveal that the “true thrust” of the complaint is in fact an arbitrable dispute. *See Ivax Corp. v. B. Braun of Am., Inc.*, 286 F.3d 1309, 1322 (11th Cir. 2002). Plaintiffs cannot disguise arbitrable claims by slapping tort claim labels on them, and courts must “consider how the factual allegations in the complaint match up with the causes of action asserted and measure that against the language of the arbitration clause.” *See Doe*, 657 F.3d at 1220 n.13.

Here, Plaintiff pleads claims nominally called Jones Act negligence, unseaworthiness, maintenance and cure, IIED, wages and penalties, and breach of contract—some of which, on their face, may not seem to arise from termination of employment. (*See* Doc. 1-3.) But further examination of the Complaint and Plaintiff’s deposition testimony demonstrate that all his claims are centered

around his termination.

Plaintiff's allegations in the Complaint, as Defendant correctly notes, are "void of any clarity" as to "what damages [Plaintiff] suffered from his particular claims," do not relay the cause of Plaintiff's actual damages, and "attempt[] to blur the line between his personal injury allegations and his wrongful termination allegations." (Doc. 24, pp. 11-12.) In the Complaint, Plaintiff's factual allegations revolve around his wrongful termination, and he claims injuries arising from that termination, all of which are arbitrable claims. (*See* Doc. 1-2, p. 15; Doc. 1-3.) But Plaintiff also mixes in nebulous personal injury and negligence claims, improperly slapping on tort claim labels in an attempt to avoid arbitration. (Doc. 1-3); *see Gregory*, 83 F.3d at 384; *Doe*, 657 F.3d at 1220 n.13.

Plaintiff's responses to Defendant's interrogatories mirror much of what he wrote in the Complaint and are similarly convoluted. (Doc. 18-2, pp. 14-30.) Even so, Plaintiff's responses to the interrogatories indicate that his physical symptoms ceased after the drugs wore off, his only claim for medical expenses is for the drug testing he undertook after his termination, and his only claim for unpaid wages is what he would have made from the Contract but for his termination. (*Id.* at 24-27.) Plaintiff mentions he "was in need of mental health care" after the incident, but notes that the mental health issues he suffered resulted from his termination. (*Id.* at 19.)

His deposition testimony makes the “true thrust” of Plaintiff’s Complaint clear. *See Ivax*, 286 F.3d at 1322. He admitted that his wage loss and other monetary damages are attributable to his termination. (Doc. 1-1, pp. 34:2–15, 38:4–25.) And when asked what he believed Defendant did wrong, Plaintiff responded that Defendant did not conduct a complete investigation and fired him just days after the incident. (*Id.* at 85:25–86:23.) Plaintiff claimed the investigation was incomplete because the other two crew members involved in the incident were not fired, he “was the one who was unjustly terminated,” and he was terminated only a short time after the incident. (*Id.* at 78:22–83:13, 93:24–94:16.) He stated, “[M]y rights were violated. And I was terminated. And I wasn’t given an explanation.” (*Id.* at 80:20–24.)

When asked if his suit against Defendant was based on the allegations that Defendant improperly investigated his drug test and then wrongfully terminated him, Plaintiff answered: “Yes. [Defendant] failed to investigate. . . . And they went ahead and terminated me . . . after knowing and being with them for so long.” (*Id.* at 95:13–16.) Plaintiff said that his psychological injuries stemmed from having to tell his family he was fired and his financial concerns after losing his job, and that he did not suffer any physical injuries. (*Id.* at 96:2–21, 101:8–25.) He finally admitted that all his damages arose from Defendant’s termination of his employment. (*Id.* at 105:9–19.) And Plaintiff’s after-the-fact declaration does not

provide any further clarity, only reinforcing his deposition testimony. (See Doc. 18-2.)

Together, the factual allegations in the Complaint and Plaintiff's deposition testimony show that all his claims, no matter the legal causes of action he asserted, are arbitrable "termination of employment issues." (Doc. 1-2, p. 15); see *Gregory*, 83 F.3d at 384; *Ivax*, 286 F.3d at 1322. So all of Plaintiff's claims are subject to the arbitration provision.

II. Affirmative Defenses

The Court must order arbitration of Plaintiff's claims unless the agreement is "null and void, inoperative or incapable of being performed," and "[t]he limited scope of the Convention's null and void clause must be interpreted to encompass only those situations—such as fraud, mistake, duress, and waiver—that can be applied neutrally on an international scale." *Bautista*, 396 F.3d at 1301-02 (cleaned up).

Plaintiff argues that Defendant waived its right to arbitrate by engaging in litigation in state court.⁶ (Doc. 18, pp. 8, 13-18.) Defendant responds that it never acted inconsistently with its right to arbitrate because it gave notice of its intent to

⁶ Plaintiff also argues that the forum selection clauses in the contract are an "express waiver" of Defendant's right to arbitrate. (Doc. 18, p. 8.) The Court does not consider the forum selection clause issue in its waiver analysis here because waiver focuses on a party's actions rather than other written provisions within the contract. See *S&H*, 90 F.2d at 1514.

seek arbitration in its answer and only conducted discovery to determine whether Plaintiff's claims were subject to arbitration.⁷ (*Id.* at 13–16.)

Waiver of arbitration rights is an issue of federal law. *S&H Contractors, Inc. v. A.J. Taft Coal Co.*, 906 F.2d 1507, 1514 (11th Cir. 1990), *abrogated on other grounds by Morgan v. Sundance, Inc.*, 596 U.S. 411 (2022). Whether a party has waived its right to arbitrate is a fact-specific inquiry. *Burton-Dixie Corp. v. Timothy McCarthy Constr. Co.*, 436 F.2d 405, 408 (5th Cir. 1971). “A party has waived its right to arbitrate if, under the totality of the circumstances, the party has acted inconsistently with the arbitration right” *S&H*, 906 F.2d at 1514 (cleaned up). Delay, while an important factor in consideration of waiver, must be considered along with all relevant circumstances. *See Hodgson v. Royal Caribbean Cruises, Ltd.*, 706 F. Supp. 2d 1248, 1257 (S.D. Fla. 2009); *cf. S&H*, 90 F.2d at 1514 (finding eight-month delay, plus other activities engaging the litigation machinery, constituted waiver). “A key factor in deciding [if a party has acted inconsistently with the arbitration right] is whether a party has substantially invoked the litigation machinery prior to demanding arbitration.” *Gutierrez v. Wells Fargo Bank, NA*, 889 F.3d 1230, 1236 (11th Cir. 2018) (cleaned up). “[T]he purpose of the waiver

⁷ Defendant also claims that waiver is a matter for the arbitrator, but under the Convention Act, the Court decides if waiver is an applicable affirmative defense. (Doc. 24, p. 13); *see Bautista*, 396 F.3d at 1301–02.

doctrine is to prevent litigants from abusing the judicial process,” and “the key ingredient in the waiver analysis is fair notice to the opposing party and the [d]istrict [c]ourt of a party’s arbitration rights and its intent to exercise them.”⁸ *Id.*

Here, Defendant did not act inconsistently with its arbitration right because, to the extent Defendant invoked the state court litigation machinery, it was only to parse out the true nature of Plaintiff’s claims to determine if those claims were subject to the arbitration provision. (*See* Doc. 1-6; Doc. 24, pp. 13–16); *S&H*, 90 F.2d at 1514; *Gutierrez*, 889 F.3d at 1236.

As a threshold matter, the timing of the removal itself was proper because the Convention Act states that, “the defendant . . . may, *at any time* before the trial thereof, remove such action or proceeding” to federal court, and “[t]he procedure for removal of causes otherwise provided by law shall apply” 9 U.S.C. § 205 (emphasis added).

While Defendant moved to compel arbitration over a year after the

⁸ In 2022, the U.S. Supreme Court held that “federal courts may not create arbitration-specific variants of federal procedural rules, like those concerning waiver, based on the FAA’s policy favoring arbitration.” *Morgan*, 596 U.S. at 411 (cleaned up). In so holding, the Court invalidated an arbitration-specific rule requiring a finding of prejudice to the nonmoving party to establish a waiver of arbitration rights. *Id.* As a result, the Eleventh Circuit’s prejudice requirement was also invalidated. *See S&H*, 90 F.2d at 1514. The Eleventh Circuit has not since formally announced a new test, but several unpublished cases have continued to analyze waiver under the “totality of the circumstances” prong without considering prejudice. *See Warrington v. Rocky Patel Premium Cigars, Inc.*, No. 22-12575, 2023 WL 1818920, at *2 (11th Cir. Feb. 8, 2023); *Pinnacle Constructors Grp. v. SSC Tuscaloosa Apartments LLC*, No. 23-13397, 2024 WL 3042536, at *1–2 (11th Cir. June 18, 2024). *But see Gaudreau v. My Pillow, Inc.*, No. 6:21-cv-1899, 2022 WL 3098950, at *7 (M.D. Fla. July 1, 2022).

Complaint was filed, served Plaintiff with initial interrogatories and a request for production, and deposed Plaintiff, these actions were not taken to abuse the judicial process. (Doc. 1-6); *Gutierrez*, 889 F.3d at 1236. Plaintiff's causes of action and alleged injuries are convoluted, so Defendant's understandable confusion as to whether Plaintiff's claims fell within the arbitration provision and its attempts through the discovery process to discern as much were not inconsistent with the right to arbitrate. (See Docs. 1-3, 1-6.) And the cases Plaintiff cites are unconvincing because, while engaging in actions such as conducting extensive discovery and waiting a long period of time before moving to compel arbitration can be indicative of a waiver of a party's right to arbitration, looking at the totality of the circumstances demonstrates that Defendant here did not waive that right. See *Hodgson*, 706 F. Supp. 2d at 1257; cf. *Stone v. E.F. Hutton & Co.*, 898 F.2d 1542, 1543-44 (finding delay before moving to compel arbitration and engagement in discovery "typical of a party preparing for trial" constituted a waiver of party's right to compel arbitration); *Skordilis v. Celebrity Cruises, Inc.*, No. 08-22934-CIV, 2009 WL 129383, at *3 (S.D. Fla. Jan. 16, 2009) (finding waiver of right to arbitration where defendant litigated in state court for fifteen months, removed case on eve of trial, and subsequently moved to compel arbitration). Defendant engaged in discovery only to the extent needed to find out if Plaintiff's claims were subject to the arbitration agreement—circumstances that were not at play in those cases. So

Defendant did not waive its right to compel arbitration.

With a binding arbitration agreement under the Convention, causes of action all subject to that agreement, and no waiver under the Convention, arbitration is appropriate here.

CONCLUSION

Accordingly, it is **ORDERED AND ADJUDGED**:

1. Defendant's Motion to Compel Arbitration (Doc. 9) is **GRANTED**.
The parties are **DIRECTED** to arbitrate this matter in accordance with their agreement. (Doc. 1-2, pp. 1-18; Doc. 18-2, pp. 8-12.)
2. Plaintiff's Motion to Remand (Doc. 19) is **DENIED**.
3. This case is **STAYED** pending arbitration. The Clerk is **DIRECTED** to administratively close the file.
4. The parties are **DIRECTED** to file a joint report on the status of the arbitration every sixty days.

DONE AND ORDERED in Chambers in Orlando, Florida, on November 26, 2024.




ROY B. DALTON, JR.
United States District Judge