**IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA**

Regional Acceptance Corp. )

)

v. ) CASE No. CV-2021-900446

)

XXXXXXXXXXXXXX )

**MOTION TO STAY ACTION AND COMPEL ARBITRATION**

COME NOW the Defendants, by and through their attorney of record, and Move this Court for an order compelling the Plaintiff to submit its claims against the Defendants to arbitration, stating the following as grounds therefor:

1. The Plaintiff has sued the Defendants for breach of a certain Retail Installment Sale Contract dated May 4, 2017, between the Defendants and Palmer’s Toyota Superstore.
2. The Plaintiff claims standing to sue the Defendants as an assignee of Palmer’s Toyota Superstore.
3. Page 2 Contract contains an arbitration provision, which requires that “**Any claim** or dispute, whether in contract, tort, statute, or otherwise...between you and us or our employees, agents, successors, or **assigns**, which arises out of or relates to...this contract or any resulting transaction or relationship...**shall,** **at your or our election, be resolved by neutral binding arbitration and not by a court action**...” *Complaint, pg. 9.* (emphasis added).
4. The Federal Arbitration Act states that a written provision in “a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract...shall be valid, irrevocable, and enforceable.” 9 U.S.C. §2.
5. “As a general rule, the FAA preempts Alabama law and makes an arbitration agreement enforceable if the agreement appears in a contract that evidences a transaction involving interstate commerce.” Southern Energy Homes, Inc. v. Harcus, 754 So.2d 622 (Ala. 1999).
6. The transaction for which the Plaintiff is suing the Defendants – the sale of a vehicle – involved interstate commerce. Vehicles are themselves “instrumentalities of commerce.” See U.S. v. Ballinger, 395 F.3d 1218 (11th Cir. 2005).
7. The arbitration agreement is enforceable and comprehensive enough to cover the Plaintiff’s claims against the Defendants.

WHEREFORE, PREMISES CONSIDERED, the Defendants move this Honoroable Court to enter an order staying this action and compelling the Plaintiff to arbitrate its claims against the Defendants.

RESPECTFULLY SUBMITTED this Friday, October 1, 2021.

/s/ Judson E. Crump\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judson E. Crump [CRU021]

Counsel for Defendants

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CERTIFICATE OF SERVICE

I hereby certify that on this Friday, October 1, 2021, I have served a copy of this Answer upon James J. Eufinger, counsel for the Plaintiff, by filing the same with the AlaFile Electronic Filing System.

/s/ Judson E. Crump

James J. Eufinger

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