

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

DRAGON YACHTS, LLC,

Plaintiff,

v.

LONDON MARINE INSURANCE  
SERVICES LIMITED and SELECTA  
INSURANCE AND REINSURANCE  
COMPANY CARIBBEAN LIMITED,

Defendants.

CASE NO. 6:25-cv-01089-AGM-DCI

**MOTION TO STAY PENDING ARBITRATION**

Defendant, London Marine Insurance Services, Ltd. ("LMIS"), through undersigned counsel and pursuant to the Federal Rules of Civil Procedure moves to stay this case now that Plaintiff, Dragon Yachts, LLC ("Dragon"), has instituted arbitration proceedings in London, England, and in support states<sup>1</sup>:

1. On or about October 21, 2025, Dragon filed its Amended Complaint and attempted service upon LMIS. D.E. 26.
2. On or about January 9, 2026, LMIS filed a Motion to Dismiss and Compel Arbitration. ("Motion to Dismiss") D.E. 35.

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<sup>1</sup> LMIS brings this motion without waiver of the legal arguments raised in its Motion to Dismiss and Compel Arbitration. D.E. 35.

3. LMIS specifically raised the issue of the arbitration contained on page 15 of 16 of Exhibit A to the Amended Complaint (D.E. 26-1), in its motion (D.E. 35) and specifically that this dispute is subject to the following arbitration provision:

This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof, save to the extent necessary to give effect to the provisions of this Clause. The seat of the arbitration shall be England, even where any hearing takes place outside England. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators, one to be appointed by each party and the third, subject to the provisions of the LMAA Terms, by the two so appointed. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified in the notice, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly.

4. Subsequently on March 19, 2026, Dragon, through its London counsel, served LMIS and Sun Re Ltd. (formerly Selecta Insurance and Reinsurance Company Caribbean Limited) a Co-Defendant, with a Notice of Arbitration, referencing the same provision quoted above and appointing its chosen arbitrator for the resolution of the same coverage issues as in this litigation. A true and correct copy of the Notice of Arbitration is attached as Exhibit 1 to this motion.

5. On or about March 27, 2026, LMIS's London counsel responded by email to Dragon's London counsel and named its chosen arbitrator for the resolution of the

coverage issues. A true and correct copy of the email is attached as Exhibit 2 to this motion.

6. Accordingly, Dragon has now chosen, and LMIS has agreed, to have the issues of insurance coverage for the claim, including the issue of LMIS's status as a broker, resolved by arbitration in London, England pursuant to the terms of the policy. These are the same issues now pending before this Court. Judicial economy and the avoidance of inconsistent outcomes support staying these proceedings until the coverage issues and LMIS's status as a broker are resolved in the London arbitration.

#### MEMORANDUM OF LAW

Federal law strongly favors agreements to arbitrate and courts rigorously enforce them. *See, e.g., Shearson/American Express, Inc. v. McMahon*, 482 U.S. 220, 226, 107 S. Ct. 2332 (1987); *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 625, 105 S. Ct. 3346 (1985); *Moses H. Cone Memorial Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 103 S. Ct. 927 (1983); *see Lindo v. NCL (Bahamas), Ltd.*, 652 F.3d 1257,1275 (11th Cir. 2011).

The parties, Dragon and LMIS, have now actively engaged in the arbitration process to resolve the identical issues raised in this litigation. Accordingly, the traditional questions of the existence of a valid agreement to arbitrate and the arbitrability of any issues are now moot given the start of the London arbitration.

#### Local Rule 3.01(g) Certificate

Undersigned counsel hereby certifies that he conferred with Eric L. Hostetler, Esq., counsel for Plaintiff, via email on April 8, 2026 and the Plaintiff does not agree to the relief sought in this motion.

WHEREFORE, Defendant, London Marine Insurance Services, Ltd., respectfully requests this Court to grant this motion and the relief sought within, and award London Marine Insurance Services, Ltd. such other relief as it deems just and proper.

Respectfully submitted,

/s/ Lindsey C. Brock, III

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**CERTIFICATE OF SERVICE**

I hereby certify that on April 10, 2026, the foregoing document was electronically filed with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

/s/ Lindsey C. Brock, III  
Lindsey C. Brock, III

**SERVICE LIST**

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