

SUPREME COURT OF ALABAMA

StoneMor Alabama, LLC v. Summers

36 So. 3d 5 (Ala. 2009) · No. 1080443 · Decided October 16, 2009

SUMMARY

The Supreme Court of Alabama reviewed the denial of StoneMor Alabama, LLC's motion to compel arbitration in a dispute concerning the removal of a memorial bench from a cemetery grave site. The court held that the arbitration clause, which covered disputes relating to goods or services purchased from StoneMor, applied to the dispute and that the transaction affected interstate commerce under the Federal Arbitration Act. The court reversed the trial court's order and remanded for further proceedings compelling arbitration.

CASE DETAILS

COURT	Supreme Court of Alabama
WRITING FOR THE COURT	Stuart, Justice; Cobb, Chief Justice; Lyons, Justice; Bolin, Justice; Murdock, Justice
JURISDICTION	Alabama
DECIDED	October 16, 2009
DOCKET	1080443
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	StoneMor appealed the trial court's denial of its motion to compel arbitration of Summers's claims arising from the removal of a memorial bench from her husband's grave.
STANDARD OF REVIEW	De novo review applies to the denial of a motion to compel arbitration. A motion to compel arbitration is analogous to a motion for summary judgment; the movant must prove the existence of an arbitration agreement and a transaction affecting interstate commerce, after which the burden shifts to the nonmovant to show that the agreement is invalid or does not apply.
PRECEDENTIAL VALUE	Published Alabama Supreme Court opinion
PARTIES	StoneMor Alabama, LLC, StoneMor Alabama Supply Subsidiary, Inc. v. Michelle Summers

TOPICS

arbitration

appellate procedure

standard of review

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the dispute over StoneMor's removal of Summers's memorial bench fell within the scope of the arbitration clause in the burial-services contract.
2. Whether StoneMor established the existence of an arbitration agreement and a transaction affecting interstate commerce sufficient to shift the burden to Summers.
3. Whether StoneMor's appeal should be dismissed on the asserted procedural or mootness grounds.

HOLDINGS

1. The dispute over the removal of the memorial bench related to goods and services that were the subject of the parties' contract and therefore fell within the scope of the contract's arbitration clause.
2. StoneMor met its burden of proving a contract containing an arbitration clause and a transaction affecting interstate commerce, and Summers failed to present evidence that the clause was invalid or did not apply.
3. The appeal was properly before the court and was not moot; an order granting or denying a motion to compel arbitration is appealable as a matter of right, and on remand the trial court's duty would be limited to compelling arbitration.

KEY QUOTATIONS

"We conclude, therefore, that the dispute regarding the removal of the stone memorial bench relates to goods and services that were the subject of the contract between Summers and StoneMor and that that dispute accordingly falls squarely within the scope of the arbitration clause contained in that contract." (at 8)

"Accordingly, the trial court erred by denying StoneMor's motion to compel arbitration, and its November 25, 2008, order is hereby reversed and the cause remanded for further proceedings consistent with this opinion." (at 9)

FACTUAL BACKGROUND

Summers entered into a contract with StoneMor for burial plots, perpetual care, and funeral services after her husband's death. The contract contained a broad arbitration clause covering disputes concerning the agreement and other matters relating to goods or services purchased from StoneMor. Summers separately purchased a stone memorial bench and marker from a third party, and StoneMor later removed the bench without notice. Summers sued StoneMor, alleging conversion, negligence, and outrageous conduct.

PROCEDURAL HISTORY

Summers sued StoneMor in the trial court for conversion, negligence, and the tort of outrage. StoneMor moved to compel arbitration under an arbitration clause in the parties' burial-services contract. The trial court denied the motion on November 25, 2008, and StoneMor appealed as of right.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The trial court must compel the parties to arbitrate and conduct further proceedings consistent with the opinion; its duty on remand is limited to compelling arbitration rather than considering a motion for default judgment.

CASES CITED

- Parkway Dodge, Inc. v. Yarbrough, 779 So. 2d 1205 (Ala. 2000)
- TranSouth Financial Corp. v. Bell, 739 So. 2d 1110, 1114 (Ala. 1999)
- Jim Burke Automotive, Inc. v. Beavers, 674 So. 2d 1260, 1265 n.1 (Ala. 1995)
- Elizabeth Homes, L.L.C. v. Gantt, 882 So. 2d 313, 315 (Ala. 2003)
- Fleetwood Enterprises, Inc. v. Bruno, 784 So. 2d 277, 280 (Ala. 2000)
- Serra Chevrolet, Inc. v. Hock, 891 So. 2d 844, 847 (Ala. 2004)
- AmSouth Bank v. Dees, 847 So. 2d 923, 932 (Ala. 2002)
- Karl Storz Endoscopy-America, Inc. v. Integrated Medical Systems, Inc., 808 So. 2d 999, 1013 (Ala. 2001)
- Ex parte Queen, 959 So. 2d 620, 621 (Ala. 2006)