

# Enforcing Arbitration Awards in Louisiana

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WITH PRACTICAL LAW ARBITRATION

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A Practice Note explaining how to enforce arbitral awards in the state and federal courts in Louisiana. This Note explains the procedure for confirming an arbitration award in Louisiana and the grounds on which a party may challenge enforcement under Louisiana and federal law, including the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the Federal Arbitration Act (FAA), and the Louisiana Binding Arbitration Law (BAL). This Note also briefly explains the procedure for vacating, modifying, or correcting an arbitral award in Louisiana.

## SCOPE OF THIS NOTE

The winning party in an arbitration may need to ask a court to confirm the award to turn it into an enforceable judgment if the loser refuses to pay or voluntarily comply. This process is called confirming the award. In the arbitration context, enforcement generally refers to judicial confirmation, modification, or correction of an arbitration award and entry of a judgment on it. How and where a party may enforce an award depends on several factors.

This Note explains how a party may enforce an arbitration award in Louisiana federal or state court. It describes the relevant state and federal statutes, jurisdictional and venue considerations, the procedure for confirming an award in state and federal court, and the potential challenges to enforcement. This Note also briefly explains the legal standards and procedure for vacating, modifying, or correcting an arbitration award in Louisiana.

This Note does not cover the mechanics of debt collection once a party obtains a judgment. For information about enforcing a federal

judgment, see Practice Note, Enforcing Federal Court Judgments: Basic Principles ([1-531-5966](#)).

For more information about enforcing or challenging arbitration awards generally, see Enforcing or Challenging Arbitration Awards in the US Toolkit ([w-002-9420](#)).

## STATUTORY FRAMEWORK

To enforce an arbitration award in Louisiana, a party must first determine whether federal or state law governs the enforcement procedure. In Louisiana, there are two possibilities:

- The Federal Arbitration Act (FAA) (see Federal Arbitration Act).
- The Louisiana Binding Arbitration Law (BAL), codified in Title 9 of the Louisiana Revised Statutes, §§ 4201 through 4271 (see Louisiana Binding Arbitration Law).

## FEDERAL ARBITRATION ACT

US arbitration law greatly favors the enforcement of arbitration awards, including those rendered outside US territory. The FAA is the federal statute that governs arbitration. The FAA:

- Governs domestic US arbitrations and applies to maritime disputes and contracts “involving commerce” (9 U.S.C. §§ 1-16) (Chapter 1).
- Implements the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention), subject to reciprocity and commercial reservations (9 U.S.C. §§ 201-208) (Chapter 2).
- Implements the Inter-American Convention on International Commercial Arbitration (Panama Convention) (9 U.S.C. §§ 301-307) (Chapter 3).

The FAA applies to a broad range of arbitration awards (see *Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52 (2003)). Together with the New York Convention, the FAA governs the enforcement of most arbitral awards in the US. For more information on the FAA, see Practice Note, Understanding the Federal Arbitration Act ([0-500-9284](#)).

## Domestic Arbitrations Under FAA Chapter 1

The FAA’s domestic arbitration provisions appear in Chapter 1 of the FAA. Chapter 1 applies to maritime awards or foreign or interstate

commerce awards not governed by the New York Convention (see New York Convention). For more information on enforcing domestic arbitration awards under Chapter 1 of the FAA, see Practice Note, *Enforcing Arbitration Awards in the US: Enforcement of Arbitration Awards Under Chapter 1 of the FAA for Non-New York Convention Awards* ([9-500-4550](#)).

### New York Convention

Chapter 2 of the FAA implements the New York Convention. The New York Convention applies to arbitration agreements and awards arising out of a legal commercial relationship, whether or not contractual, including a transaction, contract, or agreement described in Chapter 1 of the FAA (9 U.S.C. § 2). However, an arbitration based on an agreement arising out of a relationship entirely between US citizens does not fall under the New York Convention unless that relationship either:

- Involves property located abroad.
- Contemplates performance or enforcement abroad.
- Has some other reasonable relation to one or more foreign states. (9 U.S.C. § 202.)

If the New York Convention and the FAA conflict, the New York Convention applies (9 U.S.C. § 208). An arbitration award issued in a country that is a signatory to the New York Convention is generally enforceable in the US, subject to the New York Convention's provisions for refusal of enforcement and recognition (see Article, *Fifty Years of the New York Convention on Arbitral Awards: Success and Controversy* ([3-384-4388](#))).

For more information on enforcing international arbitration awards under the New York Convention, see Practice Note, *Enforcing Arbitration Awards in the US: Enforcement of Arbitration Awards Under Chapter 2 of the FAA Implementing the New York Convention* ([9-500-4550](#)).

### The Panama Convention

The Panama Convention applies to arbitrations arising from a commercial relationship between citizens of nations that have signed the Panama Convention if, with certain exceptions, the parties are not all US citizens (9 U.S.C. §§ 301-307). Chapter 3 of the FAA incorporates the Panama Convention into US law (9 U.S.C. §§ 203 and 302). If both the Panama Convention and the New York Convention apply to an international arbitration, the New York Convention controls unless:

- The parties expressly agree that the Panama Convention applies.
- A majority of the parties to the arbitration agreement are citizens of a nation or nations that:
  - have ratified or acceded to the Panama Convention; and
  - are member states of the Organization of American States. (9 U.S.C. § 305.)

Because parties most often enforce arbitration awards under the New York Convention or the FAA's domestic arbitration provisions, this Note does not provide a detailed analysis of the Panama Convention.

### LOUISIANA BINDING ARBITRATION LAW

The Louisiana Binding Arbitration Law (BAL) governs arbitration in Louisiana (La. R.S. §§ 9:4201 – 9:4271). The BAL is virtually identical

to the FAA and Louisiana courts look to federal law when interpreting the BAL (see *Dufrene v. HBOS Mfg., L.P.*, 03-2201 (La. App. 4 Cir. 4/7/04); 872 So. 2d 1206, 1209-10).

Louisiana public policy and substantive law strongly favor arbitration as the preferred method of dispute resolution (see *Univ. of Louisiana Monroe Facilities, Inc. v. JPI Apartment Dev., L.P.*, 49,148 (La. App. 2 Cir. 10/8/14); 151 So. 3d 126, 132; *Livingston v. Shreveport-Texas League Baseball Corp.*, 128 F. Supp. 191, 200 (W.D. La. 1955), *aff'd* 228 F.2d 623 (5th Cir. 1956)). Louisiana courts recognize that arbitration avoids costly and lengthy litigation and achieves a speedier resolution of a dispute than a lawsuit in court (see *Firmin v. Garber*, 353 So. 2d 975, 977 (La. 1977)).

### INTERPLAY BETWEEN FEDERAL AND LOUISIANA ARBITRATION LAW

In cases where the FAA applies, it preempts any conflicting substantive provisions of the BAL, but Louisiana state and federal courts apply Louisiana state contracts law to construe arbitration agreements (see *Aguillard v. Auction Mgmt. Corp.*, 908 So. 2d 1, 8 (La. 2005)). The procedural provisions of the FAA do not preempt Louisiana state procedural rules in a Louisiana state court unless the state procedural rule undermines the goals of the FAA favoring arbitration (see *Saavedra v. Dealmaker Developments, LLC*, 08-1239 (La. App. 4 Cir. 3/18/09); 8 So. 3d 758, 762; *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 352 (2011)).

Parties may agree that state law governs the scope of an arbitration clause in an agreement that is otherwise covered by the FAA (see *Dr. Kenneth Ford v. NYLCare Health Plans of Gulf Coast, Inc.*, 141 F.3d 243, 247 (5th Cir. 1998)).

### CONFIRMING AN AWARD

To confirm an arbitration award under either the FAA or the BAL, a party must file a proceeding requesting confirmation of the award in a court of competent jurisdiction. The type of proceeding depends on whether the application is in state or federal court. In both state and federal court, the application is an expedited proceeding rather than a regular lawsuit (9 U.S.C. § 9; La. R.S. § 9:4209).

### CONFIRMING AWARDS UNDER THE FAA

Section 9 of the FAA governs confirmation of arbitral awards. For the FAA to apply to enforcement proceedings, the parties' agreement must:

- State that a court may enter judgment on the award.
- Specify the court (see Federal Venue).

If the parties' agreement satisfies both requirements, any party may apply to the specified court within one year after issuance of the arbitration award to confirm the award (9 U.S.C. § 9).

### Standard for Confirmation Under the FAA

A court must confirm an arbitration award unless it finds grounds to vacate, modify, or correct the award (9 U.S.C. §§ 10 and 11; see *Vacating, Modifying, or Correcting an Award*). Courts presume an award is enforceable and may vacate it only under the extraordinarily narrow grounds listed in Section 10(a) of the FAA (see *Downer v. Siegel*, 489 F.3d 623, 626 (5th Cir. 2007)).

## Federal Court Jurisdiction

Although the FAA creates federal substantive law that requires parties to honor arbitration agreements, Chapter 1 of the FAA does not create any independent subject matter jurisdiction (see *Southland Corp. v. Keating*, 465 U.S. 1, 16 n.9 (1984) (citing *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1 (1983))). Therefore, before a federal court may enforce an award under Chapter 1 of the FAA, the petitioner must show that the court has subject matter jurisdiction based on either:

- Diversity jurisdiction.
- Federal question jurisdiction.

(See *Vaden v. Discover Bank*, 556 U.S. 49 (2009).)

By contrast, the FAA grants federal courts subject matter jurisdiction to enforce awards under the New York Convention and Panama Convention (9 U.S.C. §§ 203 and 302). The New York Convention applies to international disputes even when the arbitration is held in the US (see *Bergesen v. Joseph Muller Corp.*, 710 F.2d 928, 932 (2d Cir. 1983); *Indus. Risk Insurers v. M.A.N. Gutehoffnungshütte GmbH*, 141 F.3d 1434, 1441-42 (11th Cir. 1998)).

To establish personal jurisdiction in cases involving foreign awards, the petitioner may invoke personal jurisdiction, in rem jurisdiction, or quasi-in-rem jurisdiction as applicable if their use under the circumstances also comports with due process standards.

The moving party must serve international parties under FRCP 4, because neither the FAA nor the New York Convention provides direction on how to properly serve international parties.

Under the FAA, once the moving party serves a notice of a petition for confirmation on all parties, a federal court has personal jurisdiction over those parties (9 U.S.C. § 9).

## Federal Venue

Arbitration agreements may contain forum selection clauses that specify the forum for enforcement of an arbitral award. The FAA, the New York Convention, and the Panama Convention generally give effect to the parties' selection of a forum (9 U.S.C. §§ 9, 204, and 302).

Under Chapter 1 of the FAA, if the arbitration agreement provides that a particular court enter judgment on the award, the party seeking enforcement must file the application for judicial confirmation in that court. If the agreement does not identify a particular court for entry of judgment on the award, the party may file the application in any court in the district where the arbitrator issued the award. (9 U.S.C. § 9.)

Under the New York and Panama Conventions, a party may file a petition for judicial confirmation in either:

- Any court in which the parties could have brought the underlying dispute if there had been no agreement to arbitrate.
- The location designated for arbitration in the arbitration agreement if that location is within the US.

(9 U.S.C. §§ 204 and 302.)

## Timing

A party to the arbitration may apply for an order confirming the award within one year after the arbitrator makes the award (9 U.S.C. § 9).

The federal courts of appeals are split on whether this time limitation is mandatory. Some courts have interpreted Section 9 as a strictly enforced, one-year statute of limitations (see *Photopaint Techs., LLC v. Smartlens Corp.*, 335 F.3d 152 (2d Cir. 2003)). Other courts, including the US Courts of Appeals for the Fourth and Eighth Circuits, have relied on the ordinary meaning of "may" to conclude that the one-year limitations period is permissive (see *Sverdrup Corp. v. WHC Constructors, Inc.*, 989 F.2d 148 (4th Cir. 1993); *Val-U Constr. Co. of S.D. v. Rosebud Sioux Tribe*, 146 F.3d 573 (8th Cir. 1998)). The US Court of Appeals for the Fifth Circuit has implied, without discussion, that the one year limitations period is mandatory (see *Bernstein Seawell & Kove v. Bosarge*, 813 F.2d 726, 731 (5th Cir. 1987) (noting the complaint to enforce the arbitration award was filed within one year "as required by 9 U.S.C. § 9").)

Under Sections 207 and 302 of the FAA, any party seeking confirmation of an arbitral award governed by the New York or Panama Conventions must apply within three years from when the arbitrator makes the award (9 U.S.C. §§ 207 and 302).

## Confirmation Procedure Under the FAA

A party seeks confirmation of an arbitration award by serving and filing in the federal district court either:

- A petition to confirm.
- A motion to confirm.

A petition to confirm an arbitration award enables a petitioner to request that a court confirm an award without first filing a complaint. When a party commences an action in federal court by filing a petition without an accompanying complaint, the court treats the petition as a motion to confirm an arbitration award. (9 U.S.C. § 6; *D.H. Blair & Co. v. Gottdiener*, 462 F.3d 95 (2d Cir. 2006).) A confirmation proceeding is usually faster than a regular lawsuit on the merits, especially if no party challenges the award.

If a lawsuit involving the arbitration is already pending (for example, because a party previously moved to compel or stay arbitration), a party does not need to start a new proceeding by filing a petition to confirm. The party instead files a motion to confirm the award in the pending action.

The party seeking enforcement must serve and file with the petition or motion:

- The arbitration agreement, including:
  - any party agreement on selecting an arbitrator; and
  - any party agreement for an extension of time, such as an agreement extending the deadline for the arbitrator to issue the award.
- A copy of the award.
- Any documents a party submitted in connection with any application to modify or correct the award.

(9 U.S.C. § 9.)

The moving party must serve notice of the confirmation application on the adverse party, which gives the court personal jurisdiction over the adverse party as though the adverse party had appeared generally in the proceeding. If the adverse party resides in the district where the award was made, the moving party must serve either the

party or its attorney in the same manner that a party serves notice of a motion in that court. (9 U.S.C. § 9.) If the adverse party does not reside in the district, the moving party may serve notice either:

- By the marshal of any district in which the adverse party is found.
- In the same way as it serves any other process.

(9 U.S.C. § 9.)

An application to confirm an arbitration award is a summary proceeding. The court may hear argument but does not hold a hearing and parties do not present evidence. The court confirms the arbitration award based on the parties' submissions and argument, if any. If no party challenges the enforcement and the court finds no grounds for modification or vacatur, the court confirms the award and enters judgment on it (see *Vacating an Award Under the FAA*). The judgment has the same force and effect as a judgment in an action (See 9 U.S.C. § 13).

For more information on confirming an arbitration award in federal court, see Practice Note, *Enforcing Arbitration Awards in the US: General Confirmation Procedure: Application by Motion or Petition (9-500-4550)*. For a sample petition to confirm an arbitration award in federal court, see Standard Document, *Petition to Confirm Arbitration Award (Federal) (w-000-5309)*. For a sample petition to enforce an international award under the New York Convention, see Standard Document, *Petition to Confirm Foreign Arbitration Award (Federal) (w-000-7469)*.

### CONFIRMING AWARDS UNDER THE BAL

A party seeking to confirm an arbitration award in Louisiana state court must file an application to confirm (see *Confirmation Procedure Under the BAL*). The court treats the confirmation application as a motion and must grant the motion unless the court finds grounds to vacate, modify, or correct the award (La. R.S. §§ 9:4205 and 9:4209).

Any party that consents to the confirmation of an arbitration award is estopped from later attempting to challenge the award (see *Chesne v. Cappaert Manufactured Hous., Inc.*, 12-1122 (La. App. 3 Cir. 3/27/13); 111 So. 3d 526, 528).

#### Standard for Confirmation Under the BAL

The court must grant the motion to confirm unless the court vacates, modifies, or corrects the award (La. R.S. § 9:4209).

#### Louisiana Court Jurisdiction and Venue

Under the BAL, Louisiana courts have jurisdiction to confirm arbitration awards issued in Louisiana. The proper venue for the confirmation may be:

- The parish in which the arbitrator issued the award.
- The parish in which the parties signed the arbitration agreement.
- The parish in which the award debtor resides.

(See La. R.S. § 9:4209; *FIA Card Servs., N.A. v. Smith*, 44,923 (La. App. 2 Cir. 12/22/09); 27 So. 3d 1100, 1106.)

#### Time Limits

Under the BAL, a party seeking to confirm an arbitration award must file its application within one year after the arbitrator issues the award (see La. R.S. § 9:4209).

### Confirmation Procedure Under the BAL

The party seeking to confirm an award files with the clerk of the court a copy of:

- The parties' arbitration agreement.
- Any papers demonstrating the parties' selection or appointment of:
  - an additional arbitrator or umpire, if any; and
  - any written extension of the time for the arbitrator to issue the award.
- The award.
- Papers relating to any application to confirm, modify, or correct the award, including:
  - each notice, affidavit, or other paper any party submitted; and
  - the court's order on the application.

(La. R.S. § 9:4214.)

The court docket the resulting judgment as if the court rendered the judgment in an action. The judgment has the same force and effect as a judgment in an action. (See La. R.S. § 9:4214.)

### VACATING, MODIFYING, OR CORRECTING AN AWARD

Both the FAA and the BAL permit a party to challenge or request modification or correction of an arbitration award. For detailed information on vacating, modifying, or correcting arbitration awards in federal court, see Practice Note, *Vacating, Modifying, or Correcting an Arbitration Award in Federal Court (w-000-6340)*. For a sample petition to vacate an arbitration award in federal court, see Standard Document, *Petition to Vacate, Modify, or Correct Arbitration Award (Federal) (w-000-5608)*.

### VACATING AN AWARD UNDER THE FAA

#### Standard for Vacating Under the FAA

A district court's review of an arbitral award is extraordinarily narrow (see *Downer v. Siegel*, 489 F.3d 623, 626 (5th Cir. 2009)). Under the FAA, a court may vacate an award because:

- The award was obtained by corruption, fraud, or undue means.
- The arbitrator was partial or corrupt.
- The arbitrator engaged in misconduct by:
  - refusing to postpone the hearing on sufficient cause shown;
  - refusing to hear evidence pertinent and material to the controversy; or
  - any other behavior that has prejudiced the rights of any party.
- The arbitrator exceeded his powers or so imperfectly executed them that the arbitrator did not make a mutual, final, and definite award on the matters the parties submitted to arbitration.

(9 U.S.C. § 10.)

In *Hall Street Associates L.L.C. v. Mattel, Inc.*, the US Supreme Court held that parties may not agree to expand judicial review of an arbitral award beyond the grounds provided for in the FAA (552 U.S. 576, 583-591 (2008)). The *Hall Street* decision was silent on whether the common law ground of "manifest disregard of the law" remained a valid basis for vacating an award. Although courts differed in their specific interpretations of this judicially created standard, they generally agreed that for an award to be vacated for manifest

disregard of the law, a party must demonstrate that the arbitrator was aware of some applicable legal standard but consciously chose to ignore or disregard it. Since *Hall Street*, courts have been divided on the continuing vitality of this additional basis for vacatur and the US Court of Appeals for the Fifth Circuit has refused to recognize it. (See *McKool Smith, P.C. v. Curtis Int'l, Ltd.*, 2016 WL 2989241, at \*2 (5th Cir. May 23, 2016); *Citigroup Global Markets, Inc. v. Bacon*, 562 F.3d 349, 355 (5th Cir. 2009).)

### Procedure to Vacate Under the FAA

Under the FAA, a party seeking to vacate an arbitral award must serve an application to vacate on the adverse party or its attorney within three months after the filing or delivery of the award (9 U.S.C. § 12).

If a party previously filed a lawsuit relating to the arbitration, such as an application to compel arbitration or confirm the award, then the party seeking to vacate the award must bring the vacatur application as a motion in the same court (see *IDS Life Ins. Co. v. Royal All. Assocs., Inc.*, 266 F.3d 645, 653 (7th Cir. 2001)).

If there is no lawsuit already pending involving the arbitration, a party seeking to vacate, modify, or correct an arbitration award must commence an action by filing a petition (see Confirmation Procedure Under the FAA).

The application to vacate is a summary proceeding. The court may hear oral argument but does not hold a hearing. The court decides the application on the parties' submissions and argument, if any. If the court finds sufficient grounds for vacatur and the time within which the agreement required the award has not yet expired, the court may direct a rehearing by the same arbitrators (9 U.S.C. § 10(b)).

### VACATING AN AWARD UNDER THE BAL

#### Standard for Vacating Under the BAL

The BAL permits a court to vacate an arbitration award on the same grounds as those available under the FAA, including:

- Where the award was procured by corruption, fraud, or undue means.
- Where there was evident partiality or corruption on the part of the arbitrator.
- Where the arbitrator is guilty of misconduct.
- Where the arbitrator exceeded his powers or so imperfectly executed them that the arbitrator did not make a mutual, final, and definite award on the subject matter submitted to arbitration.

(La. R.S. §9:4210; see *Gilbert v. Robert Angel Builder, Inc.*, 45,184 (La. App. 2 Cir. 4/14/10); 34 So. 3d 1109, 1113; see also Standard for Vacating Under the FAA.)

A Louisiana court does not sit in an appellate capacity to an arbitration panel. It instead confines its determination to whether there is one or more of the specific grounds for vacatur. (See *Town of Melville v. Safeco Ins. Co. of Am.*, 94-1039 (La. App. 3 Cir. 3/1/95); 651 So. 2d 404, 409.)

On an application to vacate an award, the reviewing court may not substitute its own judgment for that of the arbitrator (see *Transcon. Drilling Co. v. Davis Oil Co.*, 354 So. 2d 235, 237 (La. App. 4 Cir. 1978)).

Courts presume that arbitration awards are valid and the grounds for judicial inquiry into an award under the BAL are limited to the grounds listed in the statute and whether:

- The parties' have a valid arbitration agreement.
- The parties and arbitrator have complied with the arbitration agreement.

(See *Orleans Par. Sch. Bd. V. United Teaches of New Orleans*, 96-0984 (La. App. 4 Cir. 2/12/97); 689 So. 2d 645, 647.)

If the parties agree to arbitration, courts presume they have accepted the risk of the arbitrator making procedural and substantive mistakes of either fact or law (see *Hennecke v. Canepa*, 96-0772 (La. App. 4 Cir. 5/21/97); 700 So. 2d 521, 522). Louisiana courts do not vacate arbitral awards based on errors of fact or law (see *National Tea Co. v. Richmond*, 548 So. 2d 930 (La. 1989); *Leon Angel Constructors, Inc., v. Kirk Knott Elec., Inc.*, 36,752 (La. App. 2 Cir. 1/31/03); 837 So. 2d 743, 747; *Gilbert v. Robert Angel Builder, Inc.*, 45, 184 (La. App. 2 Cir. 4/14/10); 34 So. 3d 1109, 1113; *Discorte v. Landrieu*, 08-0249 (La. App. 4 Cir. 9/10/08); 993 So. 2d 799, 803).

### Procedure to Vacate Under the BAL

A party applies to vacate an arbitration award as a summary action in the same way that a party files an application to confirm an award (see Confirmation Procedure Under the BAL). The party makes an application to vacate in the court in and for the parish where the arbitrator issued the award (La. R.S. § 9:4210).

If the court vacates an award, the court may direct a rehearing by the arbitrator if the time within which the parties' agreement required the award to be made has not expired (La. R.S. § 9:4210).

### MODIFYING OR CORRECTING AWARDS UNDER THE FAA

#### Standard for Modifying or Correcting Under the FAA

A court may modify or correct an award under the FAA where:

- There was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referenced in the award.
- The arbitrator entered an award on a matter that the parties did not submit, unless it does not affect the merits of the decision on the matter submitted.
- The award is imperfect in a matter of form not affecting the merits of the controversy.

(9 U.S.C. § 11.)

The FAA also authorizes courts to modify or correct an award to effect the award's intent and promote justice between the parties (9 U.S.C. § 11).

Neither the New York Convention nor the Panama Convention identifies any grounds for modifying or correcting an award. Courts may have some leeway to do so under the New York Convention, but that leeway is available only where modification or correction would not interfere with the New York Convention's clear preference for confirming awards (*Admart AG v. Stephen & Mary Birch Found., Inc.*, 457 F.3d 302, 309 (3d Cir. 2006)).

### Procedure to Modify or Correct Under the FAA

A party seeking to modify or correct an award must serve an application on the adverse party or its attorney within three months after the filing or delivery of the award (9 U.S.C. § 12). The proceedings are substantially similar to the proceedings on an application to vacate (see Procedure to Vacate Under the FAA).

### MODIFYING OR CORRECTING AWARDS UNDER THE BAL

#### Standard for Modifying or Correcting Under the BAL

Under the BAL, a court may modify or correct an award on the same grounds as under the FAA (see *Gilbert v. Robert Angel Builder, Inc.*, 45,184 (La. App. 2 Cir. 4/14/10); 34 So. 3d 1109, 1113; La. R.S. §9:4211); see also Standard for Modifying or Correcting Under the FAA). The party makes an application to modify or correct in the court in and for the parish where the arbitrator issued the award (La. R.S. § 9:4211).

### AWARDS AND ORDERS SUBJECT TO APPEAL

Both the FAA and the BAL permit the appeal of certain arbitration orders, including any order confirming, modifying, correcting, or vacating an award (La. R.S. § 9:4215; 9 U.S.C. § 16).

Under the BAL, a party appeals from an arbitration order or judgment entered on an award in the same manner as a party appeals from an order or judgment in an action (La. R.S. § 9:4215).

The federal courts and Louisiana appellate courts review a trial court's confirmation of an arbitral award de novo (see *NCO Portfolio Mgmt., Inc. v. Walker*, 08-1011 (La. App. 3 Cir. 2/4/09); 3 So. 3d 628, 632; *Sarofim v. Trust Company of the West*, 440 F.3d 213 (5th Cir. 2006)).

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