UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
Case No: 21-20906-CV-MARTINEZ
AT LAW AND IN ADMIRALTY

JOY HAMILTON, individually, and
as Personal Representative of the Estate of
ALFONSO ALPHEOUS HAMILTON,
Plaintiff,

v.

ROYAL CARIBBEAN CRUISE LINES, d/b/a
RCCL,
Defendant.
_____/

ORDER DENYING PLAINTIFF'S MOTION TO VACATE ARBITRAL AWARD AND GRANTING DEFENDANT'S MOTION TO DISMISS

THIS CAUSE is before the Court upon Plaintiff Joy Hamilton's Motion to Vacate Arbitral Award (ECF No. 1) ("Motion to Vacate"), and Defendant Royal Caribbean Cruises Ltd.'s ("RCCL") Motion to Dismiss (Memorandum in Opposition) Plaintiff's Motion to Vacate Arbitral Award (ECF No. 10) ("Motion to Dismiss"). The Court has considered Plaintiff's Motion to Vacate, Defendant's Motion to Dismiss, the entire record,[1] and is otherwise fully advised in the premises.

I. Background

Plaintiff, Joy Hamilton, a citizen of Jamaica and the Personal Representative of the Estate of Alfonso Alpheous Hamilton, filed a Motion to Vacate an arbitral award issued by the International Centre for Dispute Resolution ("ICDR"), asserting grounds for vacatur under 9

[1] Defendant references Exhibit C ("Ex. C") and Exhibit D ("Ex. D") in their Motion to Dismiss Plaintiff's Motion to Vacate. (*See* ECF No. 10) However, Defendant did not correctly file the Exhibits on the record and therefore the Court cannot properly consider them.

U.S.C. § 10 of the Federal Arbitration Act ("FAA"). (*See generally* Mot. to Vacate, ECF No. 1). Plaintiff also requests Defendant provide information to supplement Plaintiff's claims under Section 10. The crux of Plaintiff's request for vacatur is based on "evident partiality" by the Arbitrator, Mr. Shelby Grubbs.

On July 5, 2017, Alfonso Hamilton, an employee of Royal Caribbean, was working aboard the RCCL vessel *Enchantment of the Seas* when he suffered from an acute Aortic Dissection. (ECF Nos. 1, 10). His wife, Plaintiff Joy Hamilton, filed a maritime claim against RCCL following his death. (ECF No. 1).

On October 24, 2018, this arbitration was filed with the ICDR and initiated on December 7, 2018. Shelby Grubbs ("Arbitrator" or "Grubbs") was appointed as the arbitrator, effective March 20, 2019. The parties agreed that the arbitration provision found in Mr. Hamilton's Collective Bargaining Agreement governed the matter. (*See* ECF No. 1 at 17, Ex. A at 5). The Arbitrator decided the ICDR Rules would apply, as supplemented by the AAA Employment Rules—with ICDR Rules trumping in the case of any conflict. (*See id*. at 21, Ex. A at 9).

The arbitration was conducted initially between January 13, 2020 and January 16, 2020. Due to the COVD-19 pandemic, however, the arbitration was delayed and reconvened virtually from August 24, 2020 to August 28, 2020. (ECF. No. 1 at 3–4). On August 28th, the last witness testified, and the last piece of evidence was submitted. (*Id.*). Grubbs set a briefing schedule to be completed by September 20, 2020, and Claimant's Initial Brief was to be filed by October 20, 2020. (*Id.*) On September 29, 2020, Grubbs sent the parties an email notifying them he was leaving his current law firm to join JAMS. (*Id.* at 3). A copy of the email is attached to Plaintiff's Motion to Vacate as Exhibit "B." Final arguments were heard virtually on December 8, 2020. (ECF No.

10, at 4). The proceedings were then declared closed on December 11, 2020. *Id.* No party made any objections to Grubbs transition to JAMS prior to or at the time of closing.

On January 11, 2021, the Arbitrator delivered the Final Award. (ECF, No. 10, Ex. "A"). On March 8, 2021, Plaintiff filed the Motion to Vacate with this Court. (ECF No. 10, at 6).

Plaintiff contends the ICDR Final Arbitral Award should be vacated under 9 U.S.C. § 10 of the FAA. (ECF No. 1). Plaintiff claims that Grubbs failed to disclose the nature of his relationship with JAMS, Respondent or Respondent's counsel, and the cruise line industry as a whole before the award was rendered, and this failure constitutes "evident partiality" under the FAA. (ECF No. 1). Defendant moves to dismiss under Federal Rule of Civil Procedure 12(b)(6) and opposes Plaintiff's Motion to Vacate, asserting that Plaintiff applies an incorrect vacatur standard under 9 U.S.C. § 10 of the FAA rather than the New York Convention. (ECF No. 13). Defendant additionally asserts that even if Section 10 applies, Plaintiff offers no evidence of "evident partiality" by the Arbitrator. (ECF No. 10).

II. Analysis

It is well established that in determining the enforcement of arbitration awards courts "should apply a strong presumption in favor of enforcement." *Lindo v. NCL (Bahamas) Ltd.*, 652 F.3d 1257, 1260 (11th Cir. 2011); *Industrial Risk Insurers v. M.A.N. Gutehoffnungshutte*, 141 F.3d 1434, 1440 (11th Cir. 1998). This presumption "appl[ies] with special force in the field of international commerce." *Cvoro v. Carnival Corp.*, 941 F.3d 487, 495 (11th Cir. 2019) (internal quotation and citation omitted).

A. The FAA and New York Convention

The Court must fist determine which defenses apply—those enumerated in Section 10 or those enumerated under the New York Convention? The purpose of enacting the Federal

Arbitration Act ("FAA") was "to make certain arbitration agreements enforceable." 9 U.S.C. § 9–11; *Lobo v. Celebrity Cruises, Inc.*, 426 F. Supp. 2d 1296, 1305 (S.D. Fla. 2006). Additionally, "[t]he FAA was enacted to reverse judicial hostility toward arbitration and [] reflects a liberal federal policy favoring arbitration agreements." *Lamour v. Uber Techs., Inc.*, 16-CIV-21449, 2017 WL 878712, at *1 (S.D. Fla. Mar. 1, 2017). Incorporated into the FAA, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("Convention" or "New York Convention") serves as an amendment to aid in the enforcement of foreign arbitration agreements. *Lobo*, 426 F. Supp. 2d at 1305; *see* 9 U.S.C. § 201. In enacting the Convention, Congress "gave the treaty-implementing statutes primacy in their fields," highlighting that "the Convention must be enforced according to its terms over all prior inconsistent rules of law." *Bautista v. Star Cruises*, 396 F.3d 1289, 1297 (11th Cir. 2005) (citing *Indus. Risk Insurers*, 141 F.3d at 1440). The court in *Bautista* delineated the Convention's applicability requirements:

> The four jurisdictional prerequisites . . . require that (1) there is an agreement in writing within the meaning of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (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.

Bautista, 396 F.3d at 1292 (11th Cir. 2005); *see also Alberts v. Royal Caribbean Cruises, Ltd.*, 834 F.3d 1202, 1203 (11th Cir. 2016). In the present case, it is undisputed that the four requirements are satisfied. Indeed, Plaintiff concedes as much, stating "[t]his Court has jurisdiction to vacate this non-domestic award under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards ('New York Convention')." (ECF No. 1).

First, the parties have an agreement in writing within the meaning of the Convention. *See* 9 U.S.C. § 201. The arbitration provision states "[a]ll grievances and any other dispute . . . shall

be referred to and resolved exclusively by mandatory binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards . . . ." (ECF No. 1 at 17–18, Ex. A. ¶ 1–2). Second, the agreement provides for arbitration in a territory of a signatory of the Convention in Plaintiff's Collective Bargaining Agreement arbitration provision. (ECF No. 1 at 17–18, Ex. A. ¶ 2). *See Lamour*, 2017 WL 878712, at *1 (finding that "courts must rigorously enforce arbitration agreements according to their terms, including terms that specify with whom the parties choose to arbitrate their disputes"). Third, the employment contract satisfies the legal and commercial relationship within the Convention's meaning. *See Bautista*, 396 F.3d at 1298–1300 (precedentially holding that cruise line employees' (vessel crew members) arbitration clauses in their employment contracts qualify as commercial legal relationships within the scope and meaning of the New York Convention); *see also Escobar v. Celebration Cruise Operator, Inc.*, 805 F.3d 1279, 1284 (11th Cir. 2015) (finding arbitration agreements that are considered commercial and arise "out of a legal relationship" fall within the scope of the New York Convention). Finally, Mr. Hamilton was a Jamaican citizen at the time the accident took place and at the time of his death. (ECF No. 1 at 14, Ex. A. ¶ 1). Therefore, the New York Convention governs. This finding is the beginning and end of the Court's determination of this matter.

i. Plaintiff does not provide a defense under the New York Convention.

Generally, an arbitral award is enforced unless one of the enlisted grounds for vacatur is applicable. 9 U.S.C. § 207; *Fed. Deposit Ins. Corp.*, 2011 WL 13223912, at *3. When an arbitration is subject to the Convention, the applicability of the FAA is limited to the extent that it does not conflict with the Convention. *Escobar*, 805 F.3d 1279, 1285 (11th Cir. 2015) (citing 9 U.S.C. § 208). The Eleventh Circuit has continuously reaffirmed the position that the available grounds to vacate a non-domestic international commercial arbitral award or decision are limited

to the defenses listed in Article V of the Convention.[2] *See Inversiones y Procesadora Tropical INPROTSA, S.A. v. Del Monte Int'l GmbH*, 921 F.3d 1291, 1301 (11th Cir. 2019); *see also Earth Sci. Tech, Inc. v. Impact UA, Inc.*, 809 F. App'x 600, 601 (11th Cir. 2020) (finding the "defenses enumerated by the United Nations Convention on the Recognition and Enforcement of Arbitral Awards . . . provide the exclusive grounds for vacating an award subject to the Convention").

Likwise, the Eleventh Circuit has unambiguously rejected the argument that Section 10 of the FAA is applicable to vacatur of arbitral decisions in cases governed by the New York Convention in favor of the position that vacatur is only available if a party "successfully assert[s] one of the seven defenses against enforcement enumerated in Article V of the New York Convention." *Cvoro*, 941 F.3d at 495 (quoting *Indus. Risk Insurers*, 141 F.3d at 1445 (stating the court "could not consider vacatur of the district court's order confirming the award unless that admission fell within one of the New York Convention's seven grounds for refusal to enforce an award")); *IMAX Corp. v. Giencourt Investments, S.A.*, 17-62033-CIV, 2019 WL 8160700, at *10 (S.D. Fla. Sept. 27, 2019).

Article V of the Convention enumerates an exclusive list of seven possible grounds available to vacate an arbitral award, none of which include "evident partiality" as an objectionable basis. *See* 9 U.S.C. § 207; *Four Seasons Hotels & Resorts, B.V. v. Consorcio Barr, S.A.*, 533 F.3d 1349, 1351 (11th Cir. 2008) (utilizing the seven grounds in Article V of the Convention to assess vacatur of an arbitral decision as the exclusive method in a case falling under the New York

[2] The Eleventh Circuit has consistently held the New York Convention applies to commercial non-domestic arbitration awards and any challenge seeking vacatur. *See Inversiones y Procesadora Tropical INPROTSA, S.A. v. Del Monte Int'l Gmbh*, 921 F.3d 1291, 1301 (11th Cir. 2019). While the recent Supreme Court case *GE Energy Power Conversion France SAS v. Outokumpu Steamless USA, LLC* introduced mild skepticism on whether the exclusive channel for vacatur in foreign arbitration is the New York Convention, the holding is insufficient to overrule the Eleventh Circuit precedent. *See GE Energy Power Conversion France SAS, Corp. v. Outokumpu Stainless USA, LLC*, 140 S. Ct. 1637 (2020); *Industrial Risk Insurers v. M.A.N. Gutehoffnungshutte GmbH*, 141 F.3d 1434, 1446 (11th Cir. 1998).

Convention); *Cvoro*, 941 F.3d at 495. And though Article V provides limited grounds for vacatur, "it is well-accepted that the Convention manifests a general pro-enforcement bias." *Hispasat, S.A. v. Bantel Telecom, LLC*, 17-20534-CV, 2017 WL 8896241, at *3 (S.D. Fla. Aug. 2, 2017). The burden of proving an Article V defense against the enforcement of the arbitral award is on the party seeking to vacate the award—here, Plaintiff. *See Czarina, L.L.C. v. W.F. Poe Syndicate*, 358 F.3d 1286, 1288 (11th Cir. 2004).

Here, Plaintiff does not provide a defense under the Convention to resist enforcement of the arbitral award. Instead, Plaintiff offers defenses solely under Section 10 of the FAA. As stated above, the grounds for vacatur under the FAA are not applicable to this non-domestic commercial arbitration. The Court is bound by the holdings in *Inversiones* and *Industrial Risk*—that a party must utilize the defenses enumerated in the New York Convention to properly vacate an international arbitration award. *IMAX Corp.*, 2019 WL 8160700, at *10–11 (S.D. Fla. Sept. 27, 2019). In light of Plaintiff's failure to assert a ground for vacatur under Article V for the Convention, the Court finds no reason to vacate the arbitral decision.

For this reason, and as discussed further below, Plaintiff's reliance on the Ninth Circuit Court of Appeals' holding in *Monster Energy Company v. City Beverages, LLC* is inapposite. *See* 940 F.3d 1130, 1133–34 (9th Cir. 2019).[3] The *Monster Energy* decision did not deal with an arbitral award under the New York Convention and dealt solely with the defenses listed under Section 10 of the FAA. The crux of Plaintiff's claim stems from the alleged "evident partiality" by Arbitrator Grubbs once he transitioned his employment to work for JAMS. "Evident partiality,"

[3] "The Eleventh Circuit is bound only by its own precedents and those of the U.S. Supreme Court." *Solymar Invs., Ltd. v. Banco Santander, S.A.*, 672 F.3d 981, 985 (11th Cir. 2012). The holding and decisions of other circuits are not binding on this circuit; however, this Court will consider persuasive arguments. *Id.* The Court notes—but does not hold—that the Ninth Circuit's *Monster Energy* decision seems to deviate significantly from Eleventh Circuit precedent as to what constitutes "evident partiality." As such, even if it were to apply—which is does not—the Court affords the reasoning little weight.

however, is not an applicable defense under the New York Convention. Accordingly, Plaintiff's Motion to Vacate must be denied.[4]

B. Plaintiff's Claim If FAA's Vacatur Qualifications Is Applied

Even should the FAA—and not the New York Convention—apply, the arbitration award would still be upheld. "In reviewing arbitration awards, courts are instructed to give considerable leeway to the arbitrator, setting aside his or her decision only in certain narrow circumstances." *Boll v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 04-80031-CIV, 2004 WL 5589731, at *4 (S.D. Fla. June 28, 2004). Section 10 of the FAA enumerates four limited grounds on which a federal district court may vacate an arbitral decision. One of the four grounds provides that vacatur is available "where there was evident partiality or corruption in the arbitrators. . . ." 9 U.S.C. § 10(a)(2). While the level of scrutiny applied to this ground is stringent to ensure safeguards in impartiality, the law imposes "the simple requirement that arbitrators disclose to the parties any dealing that might create an impression of possible bias." *Univ. Commons-Urbana, Ltd. v. Universal Constructors Inc.*, 304 F.3d 1331, 1338 (11th Cir. 2002) (citing *Commonwealth Coatings Corp. v. Cont'l Cas. Co.*, 393 U.S. 145 (1969)).

In the Eleventh Circuit, "the mere appearance of bias or partiality is not enough to set aside an arbitration award." *Mendel v. Morgan Keegan & Co.*, 654 F. App'x 1001, 1001 (11th Cir. 2016). Instead, to vacate an arbitral award for "evident partiality," there must either be (1) an actual conflict, or (2) the arbitrator knows of and fails to disclose information which would lead a reasonable person to believe that a potential conflict exists. *Univ. Commons-Urbana, Ltd.*, 304 F.3d at 1333; *see Mendel*, 654 F. App'x at 1001 (finding an arbitrator's failure to investigate potential conflicts is not sufficient to show evident partiality as there is no duty for the arbitrator

[4] Because "evident partiality" is not an applicable enumerated defense in this case, the Court also denies Plaintiff's requests for discovery on the issue.

to investigate potential conflicts). The inquiry to determine what qualifies as "evident partiality" is fact-intensive, but the level of partiality must be "direct, definite and capable of demonstration, rather than remote, uncertain and speculative" to a reasonable person. *Boll*, 2004 WL 5589731, at *5; *Univ. Commons-Urbana, Ltd.*, 304 F.3d at 1333. Consequently, the existence or alleged existence of a trivial relationship is insufficient to warrant vacatur under 9 U.S.C. § 10(a)(2) because "the circumstances surrounding a trivial relationship would be so attenuated that an impression of partiality would not be reasonable." *Id.*

Here, it is contested whether Grubbs' disclosure would lead a reasonable person to believe that a potential conflict exists. Plaintiff argues that there was evident partiality because (1) Grubbs joined JAMS—which handles repeat business for Defendant and other cruise line corporations—in a "peculiar and suspicious" manner, (2) Grubbs was required to disclose JAMS-conflicts when first appointed, and (3) Grubbs and JAMS failed to disclose the nature of their relationship with Respondent, Respondent's counsel, and the cruise line industry before the award was rendered. (ECF No. 1). Plaintiff contends these factors amount to an economic interest in JAMS that required additional disclosures by Grubbs. (ECF Nos. 1, 13). The Court agrees with Defendant that—although the FAA's grounds for vacatur are inapplicable here—the standard to establish evident partiality is not satisfied.

The measure for a disclosure's sufficiency is whether it relays the "impression" of a potential conflict. *See Univ. Commons-Urbana*, 304 F.3d at 1338 (stating that the "'key word' in the rule is 'impression.'"). Here, Grubbs revealed the date of his future employment, the employer, and invited the parties to state any objections. Plaintiff, however, did not raise an issue with Grubbs' employment with JAMS until after the award was rendered—against him, no less. *See Booth v. Hume Pub., Inc.*, 902 F.2d 925, 932 (11th Cir. 1990) (stating that the rules under 9 U.S.C.

§ 10 further the FAA's "policy of expediated judicial action" by preventing parties that have lost in arbitration from filing a new lawsuit forcing relitigation).

Additionally, the alleged evidence of partiality can summarily be defined as speculative and uncertain. This is bolstered by Plaintiff's requested discovery expedition, hoping to find some "direct" evidence of partiality on behalf of Grubbs. First, despite Plaintiff's employment with JAMS—which, again, was disclosed pre-award—JAMS was not involved in the arbitration. Plaintiff's arguments to the contrary are attenuated at best insomuch as they contend that because JAMS engages in repeat business with the cruise line industry—a fact apparently known to Plaintiff upon disclosure—Grubbs must be acting in the best interest of the cruise line Defendant. *See* Mot. to Vacate, ECF No. 1 at 8–9 (stating Plaintiff "would never have agreed to a JAMS arbitrator in the unlikely event that the ICDR/AAA included a JAMS arbitrator on one of its lists because JAMS is well-known in the community for its ties to the cruise line industry"); *see also Cook Indus., Inc. v. C. Itoh & Co. (Am.) Inc.*, 449 F.2d 106, 107–08 (2d Cir. 1971) ("Where a party has knowledge of facts possibly indicating bias or partiality on the part of an arbitrator, he cannot remain silent and later object to the award of the arbitrators on that ground.").

In this same vein, Plaintiff has arguably waived any objection to "evident partiality" under the FAA were it to apply. A party can waive the right to raise an argument in the future if the party "acted with full knowledge of the facts." *Univ. Commons-Urbana,* 304 F.3d at 1340. Waiver is appropriate where the disclosure includes facts that "create a reasonable impression of partiality." *Id.* at 1339. The parties agreed that the arbitration would be handled by the ICDR, subject to the ICDR Procedures of the AAA ("International Arbitration Rules"). (ECF No. 1, Ex. A. ¶ 2). The International Arbitration Rules include Articles that set out rules and guidelines for arbitration. Defendant argues that various International Arbitration Rules were not properly followed by

Plaintiff and consequently that Plaintiff waived her challenge by not raising the alleged evident partiality issue with the Arbitral Tribunal. (ECF No. 10).[5] Plaintiff argues that Defendant had a duty to provide further disclosures because the email was incomplete (ECF Nos. 1, 13). It is undisputed that neither party objected to Grubbs' potential conflict at the time of disclosure or any time before the arbitral award was rendered. It has also been decided, as stated above, that Grubbs' disclosure was adequate and sufficiently provided Plaintiff with the reasonable impression of a potential conflict.

Article 13(5) of the International Arbitration Rules provides the "[f]ailure of a party to disclose any circumstances that may give rise to justifiable doubts as to an arbitrator's impartiality or independence within a reasonable period after the party becomes aware of such information constitutes a waiver of the right to challenge an arbitrator based on those circumstances." International Arbitration Rules, Art. 13(5). Applied here, this rule establishes that Plaintiff's inaction, after the disclosure of the potential conflict with JAMS, constitutes a waiver of any objection based on Grubbs' employment with JAMS. Furthermore, Article 14(1) provides that "[a] party shall send a written notice of the challenge to the Administrator within 15 days . . . after the circumstances giving rise to the challenge become known to that party." International Arbitration Rules, Art. 14(1). Further, Article 28, titled "Waiver," outlines that "[a] party who knows of any non-compliance with any provision or requirement of the Rules or the arbitration agreement, and proceeds with the arbitration without promptly stating an objection in writing, waives the right to object." International Arbitration Rules, Art. 28. Plaintiff did not send written notice of her

[5] Per Article 14 of the ICDR Rules, Plaintiff was to raise the challenge with the Administrator. "A party shall send a written notice of the challenge to the Administrator within 15 days" and "The party shall not send this notice to any member of the arbitral tribunal." International Arbitration Rules, Art. 14(1).

challenge within fifteen days of Grubbs' disclosure; rather, Plaintiff waited until *160 days* after the disclosure to file the instant Complaint/Motion to Vacate.

Plaintiff agreed to the ICDR Procedures prior to the commencement of the arbitration. Yet, Plaintiff did not follow the procedures outlined in the International Arbitration Rules to properly challenge Grubbs after he disclosed the potential conflict. Instead, it appears Plaintiff hedged her bets by waiting to see whether she found the award agreeable, and now, finding that it was not, she hopes for a second bite at the apple. *Cook Indus., Inc.*, 449 F.2d at 107–08 (finding where party has knowledge of facts possibly indicating partiality, "his silence constitutes a waiver of the objection"); *Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Smolchek*, No. 12-80355-CIV, 2012 WL 4056092, at *3 (S.D. Fla. Sept. 2012) ("The purpose of the waiver doctrine is to prevent a party that knows of possible bias from making a tactical decision to try its luck with a proceeding and keep a proverbial ace up its sleeve in case things go badly.") (citing *Bianchi v. Roadway Exp.*, Inc., 441 F.3d 1285–86 (11th Cir. 2006)); *Early v. Eastern Transfer*, 699 F.2d 552, 558 (1st Cir. 1983) ("[W]e cannot accept that parties have a right to keep two strings in their bow—to seek victory before the tribunal and then, having lost, seek to overturn it for bias never before claimed.").

C. Defendant's Request for Attorneys' Fees and Costs

In its Motion to Dismiss/Response in Opposition, Defendant requests sanctions against Plaintiff in the form of attorneys' fees in defending the Motion to Vacate. The Eleventh Circuit has warned against a "never-say-die attitude" in frivolously challenging arbitration awards. *See B.L. Harbert Intern., LLC v. Hercules Steel Co.*, 441 F.3d 905, 913 (11th Cir. 2006), *abrogated on other grounds by Frazier v. CitiFinancial Corp.*, 604 F.3d 1313, 1321 (11th Cir. 2010). As in *Hercules Steel*, however, the Court finds that sanctions are not warranted. *Id*. Plaintiff has

"marshaled some support, albeit weak, for its position." *World Business Paradise, Inc. v. Suntrust Bank*, 403 F. App'x 468, 470 (11th Cir. 2010).

III. Conclusion

Based on the foregoing, it is **ORDERED AND ADJUDGED** that:

1. Plaintiff's Motion to Vacate, (ECF No. 1), is **DENIED**, as set forth herein.

2. Defendant's Motion to Dismiss (Memorandum in Opposition) to Plaintiff's Motion to Vacate Arbitral Award, (ECF No. 10), is **GRANTED**. Plaintiff's Motion (Complaint) (ECF No. 1) is **DISMISSED WITH PREJUDICE.** The Final Arbitral Award issued in ICDR Case No. 01-18-000-9843 is **CONFIRMED**. Final judgment shall be entered by separate order.

3. This case is **CLOSED**, and any pending motions are **DENIED AS MOOT**.

DONE AND ORDERED in Chambers at Miami, Florida this 13th day of July, 2021.

JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
All Counsel of Record
Magistrate Judge Becerra