

# Enforcing Arbitration Awards in Connecticut

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

## SCOPE OF THIS NOTE

The prevailing party in an arbitration may need to enforce the arbitration award if the losing party fails to pay or voluntarily comply. In the arbitration context, enforcement generally refers to judicial confirmation, modification, or correction of an arbitration award and entry of a judgment on it.

This Note explains how a party may enforce an arbitration award in Connecticut 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 Connecticut state or federal court.

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 Connecticut, a party must first determine whether federal or state law governs the enforcement procedure. In Connecticut, there are two possibilities:

- The Federal Arbitration Act (FAA) (see Federal Arbitration Act).
- The Connecticut arbitration statutes (see Connecticut 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:

- In Chapter 1, governs domestic US arbitrations and applies to maritime disputes and contracts involving commerce, which the courts define broadly (9 U.S.C. §§ 1 to 16; see *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 273-74 (1995)).
- In Chapter 2, 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 to 208).
- In Chapter 3, implements the InterAmerican Convention on International Commercial Arbitration (Panama Convention) (9 U.S.C. §§ 301 to 307).

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. The FAA applies to arbitrations even if the contract containing the arbitration clause also contains a choice of law provision specifying that Connecticut law governs that contract. Therefore, if the parties want state procedural, statutory, or common law to govern enforcement of their arbitration agreement or award, they must expressly say so in the contract's arbitration clause (see *Hall St. Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 590 (2008)).

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 matters.
- Foreign or interstate commerce matters 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 NonNew 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 refusing 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

Chapter 3 of the FAA implements the Panama Convention and provides federal courts with subject matter jurisdiction for the enforcement of arbitration awards that are governed by the Panama Convention (9 U.S.C. §§ 203 and 302). It 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.

### CONNECTICUT ARBITRATION LAW

Connecticut's general arbitration law is codified in Chapter 909 of the Connecticut General Statutes (Conn. Gen. Stat. Ann. §§ 52-408 to 52-424). The statute applies to any written agreement to arbitrate, including an agreement:

- Requiring the parties to arbitrate future disputes (Conn. Gen. Stat. Ann. § 52-408).
- Submitting a pending court action to arbitration (Conn. Gen. Stat. Ann. § 52-424).

Other Connecticut statutes provide for:

- The arbitration of labor disputes (Conn. Gen. Stat. Ann. §§ 31-91 to 31-100 and 31-112 to 31-118).
- Judicial referrals to arbitration (Conn. Gen. Stat. Ann. § 52-235f; see also Conn. Gen. Stat. Ann. § 52-549u to 52-549aa).

This Note does not discuss labor arbitration or judicial referrals.

### INTERPLAY BETWEEN FEDERAL AND CONNECTICUT ARBITRATION LAW

Both the state and federal courts in Connecticut apply the FAA's substantive provisions where the FAA governs the enforcement of an arbitration agreement or award (see *C.R. Klewin Ne., LLC v. City of Bridgeport*, 2005 WL 647830, at \* 2 n.3 (Conn. Super. Ct. Feb. 4, 2005)). State substantive arbitration law governs the arbitration agreement and award if the parties include a state choice of law provision in their arbitration clause, as opposed to the contract as a whole (see *Sec. Ins. Co. of Hartford v. Trustmark Ins. Co.*, 283 F. Supp. 2d 602, 606-07 (D. Conn. 2003), *aff'd* 360 F.3d 322 (2d Cir. 2004); *Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ.*, 489 U.S. 468, 479 (1989)).

If both federal and Connecticut law may apply to the enforcement of an arbitral award, the FAA preempts Connecticut law only to the extent that Connecticut law is inconsistent with the FAA's policy of ensuring that arbitration agreements and awards are enforced (see *Volt Info. Scis., Inc.*, 489 U.S. at 476-77; *Hottle v. BDO Seidman, LLP*, 846 A.2d 862, 868-69 (Conn. 2004)).

Even where the FAA applies to the parties' arbitration agreement, the FAA does not supersede Connecticut procedural law in Connecticut courts (see *Hartford Steam Boiler Inspection & Ins. Co. v. Underwriters at Lloyd's & Cos. Collective*, 857 A.2d 893, 905-06 (Conn. 2004)). Where Connecticut law applies to the parties' agreement, the parties may still agree the FAA governs the award's enforcement (see *Doctor's Assocs., Inc. v. Searl*, 2018 WL 703395, at \* 5 & n.7 (Conn. App. Ct. Feb. 6, 2018)). Therefore, Connecticut courts apply Connecticut's procedural arbitration law in arbitration-related cases unless the parties otherwise agree (see *Ungerland v. Morgan Stanley & Co.*, 35 A.3d 1095, 1102 (Conn. Super. Ct. 2010); *Searl*, 2018 WL 703395, at \* 5-6).

Connecticut arbitration law largely mirrors the FAA. Therefore, Connecticut courts often turn to federal law for guidance on construing the state's arbitration statute when there is no Connecticut case law directly on point. (See *Nussbaum v. Kimberly Timbers, Ltd.*, 856 A.2d 364, 369 n.6 (Conn. 2004); *Ungerland*, 35 A.3d at 1101-02.)

## CONFIRMING AWARDS

To confirm an arbitration award under the FAA or the Connecticut arbitration law, a party must file an application seeking judicial confirmation of the award. Judicial confirmation of an arbitration award is a summary proceeding that provides the party prevailing in arbitration with an expedited process for judicial enforcement of the award.

### CONFIRMING AWARDS UNDER THE FAA Standard for Confirmation Under the FAA

The court's role in reviewing an arbitral award under the FAA is limited. The courts presume an award is enforceable and may vacate it only under the narrow grounds listed in Section 10(a) of the FAA. (See *Tully Constr. Co. v. Canam Steel Corp.*, 684 Fed. Appx. 24, 26 (2d Cir. 2017).) The 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 Awards*).

### 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 federal 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))). Before a federal court may enforce an arbitration award under Chapter 1 of the FAA, the applicant must show that the court has either:

- Diversity jurisdiction.
- Federal question jurisdiction.

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

Courts are split on whether they may "look through" to the claims in the underlying arbitration in determining whether the court has federal question jurisdiction for an application to confirm, vacate, or modify an arbitration award under Sections 9, 10, or 11 of the FAA. Some courts, including the US Court of Appeals for the Second Circuit, have held that, in light of the reasoning in *Vaden*, courts may look through to the underlying arbitration claims to determine if the application presents a federal question (see *Doscher v. Sea Port Grp. Sec., LLC*, 832 F.3d 372, 388 (2d Cir. 2016); see also *Ortiz-Espinosa v. BBVA Sec. of Puerto Rico, Inc.*, 852 F.3d 36, 46-47 (1st Cir. 2017)). In other courts, the fact that the underlying arbitration involves federal claims does not confer federal jurisdiction for the petition to confirm or vacate (see *Goldman v. Citigroup Global Mkts., Inc.*, 834 F.3d 242, 353-55 (3d Cir. 2016); *Magruder v. Fid. Brokerage Servs. LLC*, 818 F.3d 285, 288 (7th Cir. 2016)).

The New York and Panama Conventions provide federal courts with subject matter jurisdiction to enforce foreign arbitration awards to which these conventions apply (9 U.S.C. §§ 203, 302). These conventions provide federal subject matter jurisdiction for proceedings to confirm international arbitration awards even if the

arbitrations occur in the US (see *Olmar Co., Ltd. v. Energy Transport Ltd.*, 2014 WL 8390659, at \*2 (D. Conn. Oct. 6, 2014)).

To establish personal jurisdiction in cases involving foreign awards, the party seeking to confirm an arbitration award may invoke *in personam* jurisdiction, in rem jurisdiction, or quasi-in-rem jurisdiction as applicable if their use under the circumstances also comports with due process standards.

The party seeking confirmation must serve international parties under FRCP 4, which requires a plaintiff to serve a defendant within 90 days of filing the complaint, because neither the FAA nor the New York Convention provides direction on how to properly serve international parties. However, under the 2016 amendment to FRCP 4(m), the 90-day time limit for serving process does not apply to service abroad on corporations, partnerships, or associations. For information on serving international parties, see Practice Note, *International Litigation: US Laws Governing Cross-Border Service of Process* ([9-531-3925](#)).

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

### Federal Venue

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

For domestic arbitrations under Chapter 1 of the FAA, a party seeking enforcement must file the application for judicial confirmation in either:

- The court the arbitration agreement specifies for entering judgment on the award, if any.
- Any court in the district where the arbitrator issued the award, if the arbitration agreement does not identify a particular court for entry of judgment on the award.

(9 U.S.C. § 9).

If the parties consent to final and binding arbitration and fully participate in the arbitration process, the courts deem their consent and participation to evidence their consent to having a court confirm the resulting award (see *Idea Nuova, Inc. v. GM Licensing Grp., Inc.*, 617 F.3d 177, 178 (2d Cir. 2010)).

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.
- A location specified for arbitration in the arbitration agreement if that location is within the US.

(9 U.S.C. §§ 204, 302).

### Timing

Under the FAA, 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 circuit courts of appeal are split on whether this one-year time limitation is mandatory. The Second

Circuit Court of Appeals, has 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 Fourth and Eighth Circuit Courts of Appeals, 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)).

For international arbitration awards, any party seeking to confirm an award under the New York or Panama Conventions must file its application with the court within three years from the date the arbitrator made the award (9 U.S.C. §§ 207, 302).

### Confirmation Procedure Under the FAA

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

- State that a court may enter judgment on the award.
- Specify the court.

If the parties’ agreement satisfies both requirements, any party may apply to confirm the award within one year after its issuance (9 U.S.C. § 9). A party applies by serving and filing in the federal district court either:

- A petition to confirm. A party uses a petition if there is no lawsuit already pending about the arbitration. A petition to confirm an arbitration award allows the petitioner to request that the 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 motion to confirm. If a lawsuit involving the arbitration is pending (for example, because a party moved to compel or stay arbitration at the start of the case), a party seeking to confirm the arbitration award 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 same case.

The party seeking confirmation also must file with the petition or motion, as applicable:

- The arbitration agreement, including the parties’ agreement, if any, on:
  - selecting an arbitrator; and
  - extensions 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 regarding any application to modify or correct the award.

The moving party must serve notice and the confirmation application on the adverse party, at which point the court assumes jurisdiction over the adverse party as though it had appeared generally in the proceeding. If the adverse party is:

- A resident of the district in which the arbitrator made the award, the moving party serves the application in the same way a party serves a notice of motion in that court, on either:

- the party (if not represented by counsel); or
- the party’s attorney.
- Not a resident of the district, the moving party serves notice:
  - by the marshal of any district in which the adverse party is located; and
  - in the same way as it serves any other process of court.

(9 U.S.C. § 9.)

An application to confirm an arbitration award is a summary proceeding. This means that the court may hear argument, but does not hold a hearing and the parties do not present evidence. The court confirms the arbitration award based on the parties’ submissions and argument, if any. If no party challenges enforcement and the court finds no grounds for modifying or vacating the award, the court confirms it and enters judgment (see *Vacating an Award Under the FAA*).

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 with integrated notes and detailed drafting tips, see Standard Document, *Petition to Confirm Arbitration Award (Federal) (w-000-5309)*. For a sample petition to confirm a foreign arbitral award in federal court with integrated notes and drafting tips, see Standard Document, *Petition to Confirm Foreign Arbitration Award (Federal) (w-000-7469)*.

### CONFIRMING AWARDS UNDER THE CONNECTICUT ARBITRATION STATUTE

Any party to an arbitration may seek judicial confirmation of an arbitration award in Connecticut state court (Conn. Gen. Stat. § 52-417; see *Hartford v. Int’l Brotherhood of Police Officers*, 370 A.2d 996, 1000-01 (Conn. 1976)).

#### Standard for Confirmation Under Connecticut Law

Under Connecticut law, the court’s review of an arbitration award is limited to determining if the arbitrator decided only the matters the parties submitted to arbitration, as defined by the scope of the arbitration agreement. The court may not review:

- The award for errors of fact or law.
- The sufficiency or lack of evidence the parties presented to the arbitrator.

(See *Girolametti v. Rizzo Corp.*, 97 A.3d 55, 57-58 (Conn. App. Ct. 2014); *Zelvin v. JEM Builders, Inc.*, 942 A.2d 455, 460 (Conn. App. Ct. 2008).)

The court must confirm the award unless it finds grounds to vacate, modify, or correct the award as permitted by statute (Conn. Gen. Stat. § 52-417; see *Rosenthal Law Firm, LLC v. Cohen*, 139 A.3d 774, 776-77 (2016); *Vacating, Modifying or Correcting An Award Under Connecticut Arbitration Law*).

#### Connecticut Court Jurisdiction and Venue

A party seeks to confirm an arbitration award in Connecticut state court by filing an application in the Connecticut Superior Court, which is Connecticut’s trial court of general jurisdiction (Conn. Gen.

Stat. §§ 52-417 and 51-164s). The applicant files the application in the judicial district where either:

- One of the parties resides.
- Land that is the subject of the dispute is located.

If the court is not in session, the party may make the application to any Superior Court judge in the appropriate judicial district (Conn. Gen. Stat. § 52-417).

### Time Limits for Confirmation

A party seeking confirmation of an arbitration award under the Connecticut arbitration statute must file the application within one year of the date the parties receive notice of the award (Conn. Gen. Stat. § 52-417). Although a plaintiff commences a civil action in Connecticut by serving a writ and complaint on the defendant, the courts measure a party's compliance with the time limitations for confirming, vacating, modifying, or correcting an arbitration award based on the date the moving party files the application in court, not the date of service on the opposing party (see *Rosenthal Law Firm*, 139 A.3d at 777-78).

### Connecticut Confirmation Procedure

Although the statute refers to an "application" to confirm an arbitration award, the court treats it as a motion. The court must dispose of the application with the least possible delay by hearing the application either:

- In the same manner as a written motion at a short calendar session, which is the weekly motions calendar for the Superior Court.
- As the court or judge otherwise orders.

(Conn. Gen. Stat. § 52-420.)

Attorneys and law firms must e-file all civil cases except for cases in the court's Family Matters division. Self-represented parties may, but are not required to, file electronically. The court's website provides information on the procedures and technical standards for e-filing (Superior Court Standing Order, III.B.)

The court's e-filing system prompts the user to file the documents necessary for the filing. For an application to confirm an arbitration award, the applicant files:

- A proposed summons, with hearing dates left blank for the clerk to complete.
- The application, which usually attaches:
  - the parties' arbitration agreement; and
  - the award.
- A proposed order confirming the arbitration award.
- A proposed pre-service Order for Hearing and Notice, which the court completes and enters as an order to show cause.

A state marshal serves on the other party:

- The completed summons.
- The order to show cause.
- The application.
- The proposed order

(Conn. Gen. Stat. Ann. § 52-50(a).)

After serving the documents, the marshal returns to the applicant copies of the documents and an affidavit of service. The applicant files a return of service with the court. (Conn. Gen. Stat. Ann. § 52-50(a).)

For more information on filing and serving documents in Connecticut state court, see State Q&A, Commencing an Action: Connecticut ([w-000-1768](http://w-000-1768)).

If the court issues the order confirming the arbitration award, the court enters a judgment or decree that conforms to the order (Conn. Gen. Stat. § 52-420(c)). Once the court clerk files the order for the entry of judgment, the applicant must file with the clerk:

- The parties' arbitration agreement.
- The selection or appointment, if any, of an additional or substitute arbitrator or an umpire.
- Any written agreement that requires the arbitrator to ask for the court's advice during the arbitral proceedings, as provided in Section 52-415 of the statute.
- Any written extensions of the time for the arbitrator to issue the award.
- A copy of the award.
- Each notice and other paper the applicant submitted with its application to confirm the award.
- A copy of each court order on the application to confirm.

(Conn. Gen. Stat. § 52-421(a).)

Once the clerk docket the judgment or decree confirming the award, the award:

- Has the same force and effect as a judgment or decree in a civil action.
- Is enforceable in the same manner as a judgment in a civil action.

(Conn. Gen. Stat. § 52-421(b); see *Marulli v. Wood Frame Constr. Co., LLC*, 107 A.3d 442, 447-48 (Conn. App. Ct. 2014).)

If the award requires a party to perform any act other than paying money, the court may enter an order directing the enforcement of the judgment in the manner provided by law for the enforcement of equitable decrees (Conn. Gen. Stat. § 52-421(b)).

## VACATING, MODIFYING, AND CORRECTING AWARDS

Both the FAA and Connecticut law 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](http://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](http://w-000-5608)).

### VACATING AN AWARD UNDER THE FAA

#### Standard for Vacating Under the FAA

Under the FAA, a court may vacate an award if any of the following occurs:

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

(9 U.S.C. § 10.)

Some federal courts also have held that courts may vacate arbitral awards governed by the FAA on the common law ground of manifest disregard of the law. However, the continuing viability of the manifest disregard of the law ground for *vacatur* is uncertain in light of *Hall St. Assocs. v. Mattel, Inc.*, where the US Supreme Court held that the grounds for *vacatur* listed in the FAA are exclusive and parties may not supplement them by agreeing to any expanded scope for judicial review of arbitral awards in their arbitration agreement (552 U.S. 576, 586 (2008)).

The federal courts of appeal are split on whether manifest disregard remains a proper ground for *vacatur* after *Hall Street*. In the Second Circuit Court of Appeals, the doctrine of manifest disregard of law is no longer a separate basis for vacating an award, but merely a “judicial gloss” on Section 10(a)(4) of the FAA, allowing *vacatur* when the arbitrators have “exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made” (*Stolt-Nielsen SA v. AnimalFeeds Int’l Corp.*, 548 F.3d 85, 95 (2d Cir. 2008), *rev’d* on other grounds, 559 U.S. 662 (2010)).

#### 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 lawsuit relating to the arbitration is pending, then the party seeking to vacate the award must bring the *vacatur* application as a motion in that action (see *IDS Life Ins. Co. v. Royal All. Assocs., Inc.*, 266 F.3d 645, 653 (7th Cir. 2001)).

If there is no lawsuit pending, 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. The court may direct a rehearing by the same arbitrators if:

- The court vacates the award.
- The time within which the agreement requires the arbitrators to make the award has not expired

(9 U.S.C. § 10(b).)

#### MODIFYING OR CORRECTING AWARD UNDER THE FAA

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

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

- There was an evident material:
  - miscalculation of figures; or
  - 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.
- Modifying or correcting the award gives effect to its intent and promotes 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 does not interfere with the New York Convention’s clear preference for confirming awards (see *Admart AG v. Stephen & Mary Birch Found., Inc.*, 457 F.3d 302, 309 (3d Cir. 2006)).

#### Procedure for Modifying or Correcting 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).

#### VACATING, MODIFYING, OR CORRECTING AN AWARD UNDER CONNECTICUT ARBITRATION LAW

A party makes an application to vacate, modify, or correct an arbitration award to the Connecticut Superior Court (Conn. Gen. Stat. § 52-418).

#### Standard for Vacating an Award Under Connecticut Law

The grounds for vacating an award under the Connecticut arbitration statute are substantially similar to the *vacatur* grounds under the FAA (see Standard for Vacating Under the FAA). The court must vacate the award if the court finds any of the following:

- The award was procured by corruption, fraud, or undue means (Conn. Gen. Stat. § 52-418(a)(1)).
- There was evident partiality or corruption on the part of any arbitrator (Conn. Gen. Stat. § 52-418(a)(2)).
- The arbitrators were guilty of misconduct by:
  - refusing to postpone the hearing after the party requesting postponement shows sufficient cause (see *City of New Haven v. Local 884, Council 4, AFSCME*, 677 A.2d 1350, 1353 n.4 (Conn. 1996) (refusal to postpone when counsel became ill));
  - refusing to hear evidence pertinent and material to the controversy (see *City of Bridgeport v. Kasper Grp., Inc.*, 899 A.2d 523, 529 (Conn. 2006) (arbitrator’s refusal to hear evidence must deprive the party of a full and fair hearing)); or

- taking any other action that prejudiced the rights of any party (see *Kellogg v. Middlesex Mut. Assurance Co.*, 165 A.3d 1228, 1234 (Conn. 2017) (arbitrator actions warranting vacatur involve procedural irregularities, such as ex parte communications, ex parte receipt of material evidence, holding hearings in absence of member of arbitration panel, and conducting an independent investigation into a material matter)).

(Conn. Gen. Stat. § 52-418(a)(3).)

- The arbitrators either:
  - exceeded their powers (see *AFSCME, Council 4, Local 1303-325 v. Westbrook*, 75 A.3d 1, 8 (Conn. 2013) (court compares award with parties' submission to determine if arbitrators exceeded authority)); or
  - so imperfectly executed their powers that they failed to issue a mutual, final, and definite award on the subject matter submitted to them (see *Kellogg*, 154 A.3d at 1335-36 (noting this ground constitutes manifest disregard of the law)).

(Conn. Gen. Stat. § 52-418(a)(4).)

Because of the similarity between the FAA and the Connecticut arbitration statute and the dearth of cases construing the latter's grounds for vacatur, courts interpreting the Connecticut statute consult federal cases interpreting the FAA for guidance (see, for example, *Doctor's Assocs. v. Windham*, 81 A.3d 230, 236-37 (Conn. App. Ct. 2013) (relying on federal authority to hold that corruption, fraud, or other undue means amounts to intentional malfeasance)).

The party seeking to vacate an arbitration award because of evident partiality or corruption on the part of any arbitrator must show the court that the arbitrator demonstrated bias to such an extent that a reasonable person must conclude that the arbitrator was partial to one party to the arbitration (see *Alexson v. Foss*, 887 A.2d 872, 886 (Conn. 2006)). The party seeking vacatur must show bias through evidence identifying arbitral conduct that, for example:

- Demonstrates partiality for or against a party.
- Amounts to more than adverse rulings on the matters that were submitted to the arbitrators.

(See *Town of Stratford v. Int'l Fed'n & Tech. Eng'rs*, 108 A.3d 280, 289-90 (Conn. App. Ct. 2015).)

Connecticut courts also recognize two non-statutory, common law grounds for vacating an arbitration award. The court may vacate an arbitration award if the award:

- Rules on the constitutionality of a state statute (see *Kellogg*, 165 A.3d at 1233-34).
- Violates public policy because the parties' contract, as the arbitrators interpret it, violates a well-defined and dominant public policy (see *HH E. Parcel, LLC v. Handy & Harman, Inc.*, 947 A.2d 916, 922-27 (Conn. 2008) (award violated clear public policy against enforcing penalty clauses in contracts)).

(See *Garrity v. McCaskey*, 612 A.2d 742, 745-46 (Conn. 1992).)

#### Standard for Modifying or Correcting Award Under Connecticut Law

Any party to the arbitration that believes the arbitration award is defective may submit an application to the court to modify or correct the award. The court must grant the application if it finds either:

- The arbitrators made an evident material:
  - miscalculation of figures; or
  - mistake in the description of any person, thing, or property referred to in the award.

(Conn. Gen. Stat. § 52-419(a)(1).)

- The award resolves an issue not submitted to the arbitrators, unless the issue does not affect the merits of the arbitrators' decision on the matters the parties submitted to arbitration (Conn. Gen. Stat. § 52-419(a)(2)).
- The award is imperfect in a matter of form that does not affect the merits of the controversy (Conn. Gen. Stat. § 52-419(a)(3)).

The court may not modify an award based on evident material miscalculation or mistake unless the miscalculation or mistake is evident on the face of the award. The trial court may not examine the sufficiency or lack of evidence the parties presented to the arbitrators to change, correct, or recalculate the award (see *Between Rounds Franchise Corp. v. EDGR Real Estate, LLC*, 40 A.3d 833, 836-37 (Conn. App. Ct. 2011), *aff'd* 40 A.3d 342 (Conn. 2012); *City of Milford v. Coppola Constr. Co.*, 891 A.2d 31, 40-41 (Conn. App. Ct. 2006)).

If the trial court determines the award is defective, the court must modify and correct the award to give effect to the award's intent and promote justice between the parties (Conn. Gen. Stat. § 52-419(b)).

#### Procedure for Vacating, Modifying, or Correcting Under Connecticut Law

A party wishing to vacate, modify, or correct an arbitration award must file the application within thirty days of receiving notice of the award (Conn. Gen. Stat. § 52-420(b)). This thirty-day limitations period also applies to applications to vacate, modify, or correct an award based on common-law grounds not expressly provided in the Connecticut arbitration statute, such as a claimed violation of public policy (see *Asselin & Connolly, Attorneys, LLC v. Heath*, 947 A.2d 1051, 1054-55 (Conn. App. Ct. 2008)). The court lacks subject matter jurisdiction after the thirty-day period expires and no party may challenge or seek to modify the award on any grounds (see *Rosenthal Law Firm*, 139 A.3d at 777; *Directory Assistants, Inc. v. Big Country Vein, L.P.*, 39 A.3d 777, 780 (Conn. App. Ct. 2012)).

The procedure for seeking to vacate, modify, or correct an award in Connecticut state court is substantially the same as the procedure for confirming an award (see Connecticut Confirmation Procedure). Any party to the arbitration may file an application to vacate, modify, or correct an award in the Connecticut Superior Court in the appropriate judicial district (Conn. Gen. Stat. § 52-420; see Connecticut Court Jurisdiction and Venue). The application should include a record of the arbitration proceedings. A party's failure to include the arbitral record may be fatal to the application (see *Covillion v. N. Ins. Co.*, 884 A.2d 449, 450 (Conn. App. Ct. 2005)).

The court may stay proceedings to confirm an award if another party timely files an application to vacate, modify, or correct an award (Conn. Gen. Stat. § 52-420(c)).

The court may order a rehearing by the same arbitrators if the court vacates an award before the time set out in the agreement for the arbitrator to issue the award expires (Conn. Gen. Stat. § 52-418(b)).

A party files an order modifying or correcting an award in the same way that a party files an order confirming an award (Conn. Gen. Stat. § 52-421; see Connecticut Confirmation Procedure). The prevailing party may enforce an order modifying or correcting an arbitration award in the same manner as a party enforces an order confirming an award. (Conn. Gen. Stat. § 52-421).

### AWARDS AND ORDERS SUBJECT TO APPEAL

Both the FAA and the Connecticut arbitration statute permit the appeal of certain arbitration orders, including:

- An order:
    - granting or denying a motion to confirm an award;
    - modifying or correcting an award; or
    - vacating an award without directing a rehearing.
  - A final judgment or decree regarding an arbitration.
- (9 U.S.C. § 16; Conn. Gen. Stat. § 52-423.)

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