

Enforcing Arbitration Awards in Alabama

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

SCOPE OF THIS NOTE

The prevailing 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. In the arbitration context, enforcement generally refers to judicial confirmation, modification, or correction of an arbitration award and entry of a judgment on it. In Alabama, a party must obtain judicial confirmation of an award governed by the Federal Arbitration Act (AAA) to enforce the award as a judgment. However, if the Alabama Arbitration Act (AAA) governs the award, the statute automatically deems the award to have the effect of a judgment without the need for a formal confirmation proceeding. Therefore, a party need only file a motion and the clerk of the court must enter the award as a judgment.

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

standards and procedure for vacating or appealing an arbitration award in Alabama.

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

- The Federal Arbitration Act (FAA) (see Federal Arbitration Act).
- Alabama arbitration law (see Alabama 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, which is defined broadly (9 U.S.C. §§ 1 to 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 to 208) (Chapter 2).
- Implements the Inter-American Convention on International Commercial Arbitration (Panama Convention) (9 U.S.C. §§ 301 to 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. The FAA applies to arbitrations even if the contract containing the arbitration clause also contains a choice of law provision specifying that Alabama 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 state so in the contract (see *Haa 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

Chapter 1 of the FAA applies to:

- Domestic US arbitrations and awards.
- Maritime arbitrations and awards.
- Arbitrations and awards that:
 - involve foreign or interstate commerce; and
 - the New York Convention does not govern.

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 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

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.

ALABAMA ARBITRATION LAW

Two Alabama statutes govern the enforcement of arbitration awards. They are:

- The Alabama Arbitration Act (AAA), codified in Ala. Code §§ 6-6-1 through 6-6-16.
- The Alabama Rules of Civil Procedure, which set out the procedure for having the clerk of the court enter arbitration award as a judgment (Ala. R. Civ. P. 71B and 71C).

Alabama law also prohibits specific performance of arbitration agreements (Ala. Code § 8-1-41(3)). Because the FAA preempts conflicting substantive Alabama law (see *Interplay Between Federal and Alabama Arbitration Law*), this statute only applies to arbitration agreements that involve a purely intrastate transaction not implicating interstate commerce and the FAA (see *Custom Performance, Inc. v. Dawson*, 57 So. 3d 90, 95 (Ala. 2010)).

INTERPLAY BETWEEN FEDERAL AND ALABAMA ARBITRATION LAW

If both the FAA and Alabama arbitration law could apply to the enforcement of an arbitral award, the substantive provisions of the FAA preempt conflicting provisions of Alabama arbitration law (see *Woodmen of World Life Ins. Soc. v. Harris*, 740 So. 2d 362, 366 (Ala. 1999); *Selma Med. Ctr., Inc. v. Fontenot*, 824 So. 2d 668, 673 (Ala. 2001)). These conflicting provisions include the Alabama statute prohibiting specific performance of arbitration agreements (Ala. Code § 8-1-41(3); see *Central Res. Life Ins. v. Fox*, 869 So. 2d 1124, 1127 (Ala. 2003)).

Federal law does not preempt substantive state provisions that do not conflict with the FAA. The FAA does not preempt Alabama procedural law in Alabama state courts. Therefore, Alabama law applies to the enforcement of an arbitration award when the parties agree to be bound by Alabama arbitration law if either:

- The parties' agreement does not touch interstate commerce.
- Alabama law does not conflict with the FAA.

(See *Herring-Malbis I, LLC v. TEMCO, Inc.*, 37 So. 3d 158, 163-64 (Ala. App. 2009).)

ENFORCEMENT PROCEDURE

To enforce an arbitration award under the FAA, a party must move for confirmation in a court of competent jurisdiction (9 U.S.C. § 9). A party does not move for confirmation of an award governed by the AAA because the statute deems the award to have the effect of a judgment (Ala. Code §§ 6-6-2 and 6-6-12; see Enforcement Procedure in Alabama Court).

CONFIRMING AWARDS UNDER THE FAA

In the Eleventh Circuit, a court may only confirm or vacate a final award, not a partial or non-final award (see *Schatt v. Aventura Limousine & Transp. Serv., Inc.*, 603 F. App'x 881, 887 (11th Cir. 2015)). Because it is intended to be a summary, expedited proceeding, a confirmation proceeding usually is faster than a regular lawsuit on the merits, especially if no party challenges the award (see *Cat Charter, LLC v. Schurtenberger*, 646 F.3d 836, 842 (11th Cir. 2011)).

Standard for Confirmation Under the FAA

The court must confirm the award unless it finds grounds to vacate, modify, or correct the award (9 U.S.C. § 9; see *Frazier v. CitiFinancial Corp.*, 604 F.3d 1313, 1321 (11th Cir. 2010)). Federal courts have a limited role in reviewing awards and defer to the decision of the arbitrator wherever possible (see *B.L. Harbert Int'l, LLC v. Hercules Steel Co.*, 441 F.3d 905, 909 (11th Cir. 2006)).

Federal Jurisdiction

Although the FAA is 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, 25 n.32 (1983))). Before a federal court may enforce an award under Chapter 1 of the FAA, the petitioner 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 arbitration claims in determining subject matter jurisdiction. Some courts have held that, in light of the reasoning in *Vaden*, courts may look through to the underlying arbitration claims to determine if a petition to confirm, vacate, or modify an arbitration award under §§ 9, 10, or 11 of the FAA presents a federal question (see *Doscher v. Sea Port Grp. Sec., LLC*, 2016 WL 4245427, at *13 (2d Cir. Aug. 11, 2016)). In other courts, the fact that the underlying arbitration involved federal claims does not confer federal jurisdiction for the petition to confirm or vacate (see *Goldman v. Citigroup Global Markets, Inc.*, 2016 WL 4434401, at *9-10 (3d Cir. Aug. 22, 2016); *Magruder v. Fid. Brokerage Servs. LLC*, 818 F.3d 285, 288 (7th Cir. 2016)).

The US Court of Appeals for the Eleventh Circuit has not ruled on this issue, but at least one district court in the circuit has refused to look through to the arbitration claims in determining subject matter jurisdiction (see *Francis v. Landstar Sys. Holdings, Inc.*, 2009 WL 4350250, at *4 (M.D. Fla. Nov. 25, 2009)).

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 international arbitrations even if they occur in the United States (see *Indus. Risk Insurers v. M.A.N. Gutehoffnungshutte GmbH*, 141 F.3d 1434, 1441 (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, 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 parties specified for entering judgment on the award in the arbitration agreement, 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 *Centurion Air Cargo, Inc. v. United Parcel Serv. Co.*, 420 F.3d 1146, 1150 (11th Cir. 2005); *Booth v. Hume Publ'g, Inc.*, 902 F.2d 925, 930 (11th Cir. 1990)).

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 and 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 courts of appeals are split on whether this one-year time limitation is mandatory. Some courts,

including the US Court of Appeals for the Second Circuit, 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 (*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 Eleventh Circuit has not yet ruled on this issue.

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

Confirmation Procedure in Federal Court

Section 9 of the FAA governs confirmation of arbitral awards. 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 the court within one year after issuance of the arbitration award to confirm the arbitration award (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 already 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:

- The arbitration agreement, including the parties’ agreement, if any, on:
 - selecting an arbitrator; and
 - 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.

The moving party must serve notice of 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 must serve either the party or its attorney in the same manner that a party must service notice of a motion in that court.
- Not a resident of the district, the moving party may serve 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. The court may hear argument, but does not hold a hearing. 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 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).

ENFORCING AWARDS UNDER ALABAMA LAW

Although many states’ arbitration statutes require a court to confirm an arbitration award before the court enters it as a judgment and the award creditor may enforce it (see, for example, Practice Note, *Enforcing Arbitration Awards in New York* (6-594-0866)), the AAA does not provide for confirmation of arbitration awards. Instead, the statute deems an award to have the effect of a judgment automatically. If the award debtor does not comply with the award within ten days of receiving the award, the award creditor may file the award with the court to request the court clerk to enter it as a judgment. (Ala. Code. §§ 6-6-2 and 6-2-12; Ala. R. Civ. P. 71C(c); see also *Credigy Receivable, Inc. v. Day*, 3 So. 3d 206, 210-11 (Ala. App. 2008).) Although some Alabama practitioners and courts refer to this process as confirmation of the award, the statute does not mention confirmation.

Standard for Enforcement Under the Alabama Law

There is no qualitative standard an award creditor must satisfy to be entitled to have the clerk enter the award as a judgment under the AAA. If the award creditor complies with any timing requirement for filing the award (see *Time Limits Under Alabama Law*), the clerk of the court must perform the ministerial act of entering the award as a judgment. (Ala. Code. §§ 6-6-2 and 6-2-12; Ala. R. Civ. P. 71C; see also *Credigy Receivable, Inc. v. Day*, 3 So. 3d 206, 210-11 (Ala. App. 2008).) The clerk enters a conditional judgment that does not become a final appealable judgment until the circuit court has had an opportunity to consider any party’s motion to vacate it (*Horton Homes, Inc. v. Shaner*, 999 So. 2d 462, 467 (Ala. 2008); see *Appealing an Award Under Alabama Law*).

The AAA does not provide for enforcement of interim orders. For an award creditor to enforce an arbitration award under the AAA, the award must be a final determination of the matters submitted to arbitration. Neither the Alabama Rules of Civil Procedure nor the AAA specifically address interim orders. However, under Alabama law, if there is anything further for the arbitrator to do, the award is not final (see *Wright v. Land Developers Const. Co., Inc.*, 554 So. 2d 1000, 1002 (Ala. 1989)).

Alabama Court Jurisdiction and Venue

The Alabama circuit court enforces arbitration awards (Ala. R. Civ. P. 71C). The AAA provides that a party may seek entry of judgment on the arbitration award:

- In the court where an action underlying the arbitration is pending (for example, if a party previously filed an action to compel arbitration).
- In the circuit court of the county where the arbitrator issued the award.

(Ala. Code § 6-6-15; see also *Dunigan v. Sports Champions, Inc.*, 824 So. 2d 720, 721 (Ala. 2001); *MBNA America Bank, N.A. v. Bodalia*, 949 So. 2d 935, 939-40 (Ala. App. 2006); Ala. R. Civ. P. 71C(c).)

Under Alabama law, forum selection clauses are presumptively valid (see *Ex parte Soprema, Inc.*, 949 So. 2d 907, 912-13 (Ala. 2006)).

For more information on the Alabama court system, see State Q&A, Litigation Overview: Alabama: State Courts ([w-000-4071](#)).

Time Limits Under Alabama Law

The AAA does not specify a time limit for the award creditor to file the award for entry of judgment. However, because the Alabama Rules of Civil Procedure permit any party to appeal an arbitration award within 30 days of receiving notice of the award (Ala. R. Civ. P. 71B), the award creditor must allow the award debtor the opportunity to appeal the award by waiting 30 days to file the award for entry of judgment.

The Alabama Rules of Civil Procedure requirement that the award creditor wait 30 days to file the award in court appears to conflict with the AAA, which provides that an award creditor may present the award to the court for entry of judgment if the award debtor does not comply with the award within ten days of receiving it (Ala. Code § 6-6-12). The Alabama courts have not addressed this apparent conflict. However, the Committee Comments to Rule 71B clarify that the 30-day rule governs, because the Standing Advisory Committee on the Rules of Appellate Procedure adopted Rules 71B and 71C to abrogate the ten day deadline under the AAA in response to the judiciary's request for an arbitration appeal triggering date consistent with the triggering date for appeals in other actions (see Committee Comments to Rule 71B Effective February 1, 2009).

Enforcement Procedure in Alabama Court

The party seeking to enforce the award files with the court clerk:

- A copy of the award signed by:
 - the sole arbitrator if one arbitrator presided over the case; or

- a majority of the arbitrators, if more than one arbitrator presided over the case.
- A motion asking the clerk to enter the award as a judgment.

(Ala. R. Civ. P. 71C(d).)

The enforcing party must serve the motion and award on the opposing party:

- In the same manner as one serves a summons or other process under Ala. R. Civ. P. 4, if there is no court action already pending between the parties.
- In the same manner as one serves papers in pending actions under Ala. R. Civ. P. 5, if there is a court action already pending between the parties.

(Ala. R. Civ. P. 71C(e).)

CHALLENGING AN AWARD

Both FAA and Alabama law provide a mechanism for the losing party in an arbitration to challenge the resulting award. The procedure is known as:

- Vacating the award, under the FAA.
- Appealing the award, under Alabama law.

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.)

Some US courts also have held that courts may vacate arbitral awards that the FAA governs on the common law ground of manifest disregard of the law. However, the continuing viability of manifest disregard of the law as a ground for vacatur in the federal courts is uncertain because the US Supreme Court has held that:

- The FAA lists the exclusive grounds for refusing to enforce an award, and it does not list manifest disregard of the law as one of the grounds.

AWARDS AND ORDERS SUBJECT TO REVIEW

The FAA permits a party to appeal certain arbitration orders, including:

- An order:
 - confirming or denying a summary action to confirm an award;
 - modifying or correcting an award; or
 - vacating an award without directing a rehearing.
- A judgment or decree a court entered under the AAA.

(9 U.S.C. § 16.)

In Alabama state court, a party may only appeal a court order granting or denying a motion under Rule 59 to vacate the award judgment (Ala. R. Civ. P. 71B(g); *Guardian Builders LLC*, 130 So. 3d at 181; see Procedure Under Alabama Law).

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