UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

NRI ACADEMY OF SCIENCES,

Plaintiff,

Civil Action No. 12-CV-15333

vs.

HON. BERNARD A. FRIEDMAN

MUKKAMALA, et al.,

Defendants.
_____/

OPINION AND ORDER CONFIRMING THE ARBITRATION AWARD

This matter is before the Court on the motion of plaintiff NRI Academy of Sciences ("NRI") to vacate the arbitration award [docket entries 93 and 99][1] and the motion of defendants to confirm it [docket entry 96]. The issues have been fully briefed. Pursuant to E.D. Mich. LR 7.1(f)(2), the Court shall decide these motions without a hearing. For the reasons stated below, the Court shall confirm the arbitration award.

I. FACTS

NRI "is an Indian medical college and a 1000-bed public hospital" run by "physicians of Indian origin residing in the United States." Am. Compl. ¶ 7. Defendant Dr. Mukkamala is a "radiologist residing in Grand Blanc" and was the president of NRI from 2007 to 2011. *Id.* ¶¶ 8, 11, 17. Defendant Indo-American Health and Education Foundation, Inc. ("IHEF") is a nonprofit corporation founded in Michigan by Dr. Mukkamala. *Id.* ¶ 9. IHEF is legally unrelated to NRI and it often receives charitable donations from Indian-American doctors. *Id.*

[1] Docket entry 93 is a redacted version of docket entry 99.

NRI decided that because Dr. Mukkamala lived in the United States, he would collect tuition payments from students and transfer these payments to NRI, which he did for several years. Am. Compl. ¶¶ 14, 17. NRI, believing that Dr. Mukkamala improperly directed tuition monies into IHEF's account, filed the instant complaint against Dr. Mukkamala and IHEF in December 2012. *Id.* ¶ 19. The complaint alleged conversion, breach of fiduciary duty, breach of contract, and unjust enrichment. Compl. Counts I–X.

In November 2014, NRI filed a motion to compel a forensic accounting and to submit the case to non-binding arbitration. In December 2014, after notifying the parties and giving them an opportunity to object, the Court, recognizing NRI's Bylaw 20, Adjudication of Disputes, ordered the case to binding arbitration. December 9, 2014 Opinion and Order p. 2. The Court appointed University of Michigan Law School Professor Kyle Logue as sole arbitrator, and stated:

> Professor Logue shall determine the arbitration procedures, including all discovery that may be conducted by the parties; depositions that may be conducted by the parties including any limitations on time, nature, scope, or place; the nature and extent of any filings to be submitted by the parties; the deadlines by which any filings are to be submitted; page limitations; and the date, time, nature, and extent of any hearings or arguments.

Id. Dr. Mukkamala then filed a motion for reconsideration, which the Court denied.

In May 2015, Professor Logue denied defendants' motion to dismiss the complaint, and discovery began. Pl.'s Mot. p. 3. Notably, Professor Logue allowed NRI to simultaneously pursue two case theories and conduct discovery for both, for which NRI expressed gratitude. Defs.' Mot. Ex. 1. Additionally, when NRI later tried again to broaden the scope of discovery, Professor Logue refused because NRI provided no evidence to support its request and the proposed expansion would not have produced discovery relevant to plaintiff's

theory of the case. *Id.* at Ex. 11. In so deciding, Professor Logue considered each of the many documents NRI submitted. *Id.*

Finally, a year and 46,000 pages of discovery later, the parties' experts submitted dueling reports that disagreed on the amount of missing tuition. Pl.'s Mot. at 3–4; Defs.' Mot. p. 2. The experts' conclusions hinged on two calculations: (1) the amount of tuition defendants received and (2) the amount of tuition defendants transferred to NRI. Pl.'s Mot. Ex. F.

NRI's expert claimed that defendants received $3.5 million in tuition, but only transferred $1 million to NRI—a $2.5 million shortfall. *Id.* Defendants' expert claimed that defendants received $2.7 million in tuition and transferred $2.7 million to NRI—$0 short. *Id.* Why the differences? Defendants' expert found that NRI's expert had erroneously counted as tuition $0.8 million in donations to IHEF, which is why he lowered the amount of tuition received from $3.5 million to $2.7 million. *Id.* He also found that NRI's report overlooked a $1.7 million wire transfer IHEF made to NRI,[2] which is why he raised the amount of tuition transferred from $1 million to $2.7 million. *Id.*

On July 12, 2016, after reviewing the parties' reports, Mr. Humes, the neutral expert whose selection NRI had supported, Defs.' Mot, Ex. 5, submitted his own report, Pl.'s Mot. p. 4. Mr. Humes found that he needed more information before he could determine whether the disputed $0.8 million really was donations.[3] *Id.* at Ex. F. He did, however, agree with defendants' expert that NRI's expert had missed IHEF's $1.7 million transfer to NRI. *Id.*

[2] Contrary to NRI's assertion, when NRI claimed that defendants unfairly withheld the wire transfer document, Professor Logue allowed NRI to submit a rebuttal report to address this document and any other issues. *See* Pl.'s Mot. Ex. J. NRI's rebuttal demanded tax returns for Drs. Mukkamala, Bikkina, and Kodragunta. *Id.* at Ex. E. Professor Logue denied this after a thirty-minute hearing. Defs.' Mot. p. 8.

[3] He suggested a list of students whose tuition payments defendants received; the testimony of Drs. Kondragunta and Bikkina, the doctors who had made the alleged donations; and NRI's bank statements for the period in question. *Id.*

On July 21, 2016, Professor Logue issued an email order that truncated the scope of arbitration to discovering the truth about the two remaining disputed sums: the $0.8 million in alleged donations and IHEF's overlooked $1.7 million wire transfer. *Id.* at Ex. H. To that end, Professor Logue scheduled depositions for Drs. Kondragunta and Bikkina, who had allegedly donated the $0.8 million. *Id.* However, only Professor Logue and Mr. Hume would question the doctors and cross examination by the parties was prohibited, though Professor Logue allowed the parties to submit questions to him in advance. *Id.* Professor Logue also stated that NRI could attempt to rebut defendants' evidence of IHEF's overlooked $1.7 million wire transfer. *Id.* at Ex. H. NRI objected to Professor Logue's truncation and prohibition on cross examination, especially given that this was a fraud case. *Id.* at Ex. I. NRI also stated that all wire transfers should be further investigated to determine the precise tuition trail. *Id.*

In August 2016, Professor Logue ruled that because NRI had not provided a shred of evidence rebutting defendants' expert and Mr. Humes's conclusion regarding IHEF's overlooked $1.7 million wire transfer, he resolved the issue in favor of defendants. *Id.* at Ex. J. Thus, the only remaining question was whether the $0.8 million paid by Drs. Kondragunta and Bikkina was donations or tuition.

In September 2016, Professor Logue interviewed Drs. Kondragunta and Bikkina. *Id.* at Exs. L, M. Both doctors insisted that the $0.8 million consisted of donations, not tuition, though both doctors also testified that they had separately paid tuition to NRI. *Id.* NRI proposed several questions, but Professor Logue chose not ask them. *Id.* at p. 6 n.4. Even so, his questions were pointed and they focused on the doctors' credibility. *Id.* at Exs. L, M.

On October 5, 2016, Professor Logue issued an arbitration award in favor of defendants. Because Professor Logue found the testimony of Drs. Kondragunta and Bikkina

credible, he held that the $0.8 million—the only remaining disputed fact—was donations, not tuition. In sum, Professor Logue decided that defendants had received $2.5 million in tuition and transmitted to NRI $2.5 million in tuition. On October 20, 2016, NRI filed the instant motion, requesting that the Court vacate the arbitration award. Defendants filed an opposing motion requesting that the Court confirm the arbitration award.

II. APPLICABLE LAW

The Federal Arbitration Act ("FAA") states:

> at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title.

9 U.S.C. § 9. Plaintiff requests that the Court vacate the arbitration award under 9 U.S.C. § 10(a), which states:

> (a) In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the application of any party to the arbitration—
>
> (1) where the award was procured by corruption, fraud, or undue means;
>
> (2) where there was evident partiality or corruption in the arbitrators, or either of them;
>
> (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or
>
> (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual,

> final, and definite award upon the subject matter submitted was not made.

The Supreme Court has held that the Court must "grant confirmation in all cases, except when one of [these four] 'prescribed' exceptions applies." *Hall Street Assocs., L.L.C. v. Matel, Inc.*, 552 U.S. 576, 581 (2008).

Notably, the FAA presumes that arbitration awards will be confirmed. *See* 9 U.S.C. § 9; *Andersons, Inc. v. Horton Farms, Inc.*, 166 F.3d 308, 328 (6th Cir. 1998). "When courts are called on to review an arbitrator's decision, the review is very narrow; one of the narrowest standards of judicial review in all of American jurisprudence." *Nationwide Mut. Ins. Co. v. Home Ins. Co.*, 278 F.3d 621, 625 (6th Cir. 2002) (quoting *Lattimer-Stevens Co. v. United Steelworkers*, 913 F.2d 1166, 1169 (6th Cir. 1990)). If "the arbitrator is even arguably construing or applying the contract and acting within the scope of his authority, that a court is convinced he committed serious error does not suffice to overturn his decision." *United Paperworkers Int'l Union v. Misco, Inc.*, 484 U.S. 29, 38 (1987). In short, "[a] federal court may vacate an arbitration award only in very limited circumstances." *Nationwide*, 330 F.3d at 845. Those circumstances include "where the arbitrators exceeded their powers," 9 U.S.C. § 10(a)(4), and where the arbitrators act with "manifest disregard for the law," *Dawahare v. Spencer*, 210 F.3d 666, 669 (6th Cir. 2000).

III. ANALYSIS

NRI argues that Professor Logue violated 9 U.S.C. § 10(a)(3) by refusing to hear evidence pertinent and material to the controversy. "When looking at an arbitrator's decision under 9 U.S.C. § 10(a)(3), the standard of review is 'abuse of discretion.'" *Hines v. Everest Inst.*, No. 2:13-CV-15219, 2014 WL 2779722, at *6 (E.D. Mich. June 19, 2014) (citation and quotation marks omitted). "To meet this standard, the party seeking to vacate the arbitration

award must prove by clear and convincing evidence that the arbitrator had no reasonable basis for his decision." *Floyd Co. Bd. of Educ. v. EUA Cogenex Corp.*, 198 F.3d 245 (6th Cir. Nov. 5, 1999) (unpublished table decision) (emphasis added).

In *Urban Assocs., Inc. v. Standex Elecs., Inc.*, No. 4:04-CV-40059, 2012 WL 1079723, at *11 (E.D. Mich. Feb. 17, 2012) (citations edited and omitted), this Court summarized the duties of an arbitrator under § 10(a)(3) as follows:

> It is well established that "[a]rbitrators are not bound by formal rules of procedure and evidence, and the standard for judicial review of arbitration procedures is merely whether a party to arbitration has been denied a fundamentally fair hearing." *National Post Office Mailhandlers v. U.S. Postal Serv.*, 751 F.2d 834, 841 (6th Cir. 1985). Because arbitrators "should be expected to act affirmatively to simplify and expedite the proceedings before [them]," . . . "[a]rbitrators are not bound to hear all the evidence tendered by the parties; they need only afford each party the opportunity to present their arguments and evidence." *Terk Tech. Corp. v. Dockery*, 86 F. Supp. 2d 706, 708 (E.D. Mich. 2000). Thus, not every failure to receive evidence constitutes misconduct; rather the question is whether a party was so prejudiced that it was deprived of fundamentally fair proceeding. *See Century Indemnity Co. v. Certain Underwriters at Lloyd's, London*, 584 F.3d 513, 557 (3d Cir. 2009) . . . .

In its statement of the law, NRI quotes *Goldberg v. Kelly*, 397 U.S. 254 (1970), and *Kaplan v. Alfred Dunhill of London, Inc.*, No. 96 CIV. 0258 (JFK), 1996 WL 640901 (S.D.N.Y. Nov. 4, 1996) (unpublished). *Goldberg* is inapplicable because it dealt with due process for a welfare recipient whose welfare payments were terminated, not the fundamental fairness of an arbitration proceeding. Second, *Kaplan* is an unpublished 20-year old district court decision from New York; it is not binding on the Court, and because it states that a fundamentally fair proceeding must include cross examination, it differs from Sixth Circuit precedent, which binds this Court. *See Nationwide*, 278 F.2d at 625. Thus, both cases are inapplicable.

NRI's brief boils down to three points: Professor Logue violated § 10(a)(3) by refusing to (1) allow NRI to depose the defendants; (2) allow NRI to cross examine Drs. Kondragunta and Bikkina; and (3) order Dr. Mukkamala to produce his tax returns.[4] Pl.'s Mot. pp. 13–17.

First, NRI argues that a deposition of Dr. Mukkamala and IHEF was necessary because Dr. Mukkamala allegedly lied about certain checks written to him, thus calling his credibility into question. NRI claims that a deposition would have effectively uncovered the truth. However, NRI's evidence does not implicate Dr. Mukkamala's credibility because it does not include any statement made by Dr. Mukkamala. Rather, NRI quotes defendants' expert who, after examining the pertinent evidence, stated that a tuition check written directly to and signed by Dr. Mukkamala was an isolated instance. NRI claims that this implicates Dr. Mukkamala's credibility because several check images in evidence bear Dr. Mukkamala's signature.

The Court disagrees. Dr. Mukkamala did not even make the statement that allegedly call into question his credibility. Instead, defendants' expert made the statement, and he explained that he made it only after considering all the available evidence—i.e., "every" check produced in "discovery." *Id.* at Ex. C. Dr. Mukkamala's credibility was not been impugned. Additionally, because of the nature of the claims, Dr. Mukkamala's testimony would

[4] NRI hints at several vague and undeveloped potential arguments in its statement of facts. For example, NRI ambiguously asserts that Professor Logue committed misconduct by refusing to hear substantial evidence. Pl.'s Mot. p. 9. Defendants respond that Professor Logue did not refuse to consider NRI's evidence and, instead, waded through mountains of NRI's evidence, bending over backwards to accommodate NRI. Defs.' Mot. pp. 12–13. NRI merely speculates that Professor Logue ignored substantial evidence—it has shown no evidence supporting that assertion. And even if he refused to consider a piece of evidence, this would not have been per se fundamentally unfair. Professor Logue disagreed with NRI's conclusions, but disagreeing with NRI's conclusions does not mean that he ignored its evidence. NRI argues backwards from the award, assuming that because the award was not in its favor, Professor Logue must have refused to consider evidence. But this does not necessarily follow nor is this criticism borne out by a review of the record. After reviewing all submitted evidence, Professor Logue adopted defendants', not NRI's, theory of the case. This is not § 10(a)(3) misconduct. NRI also claims that the arbitrator accepted all of defendants' assertions at face value. Pl.'s Mot. p. 7. But, NRI fails to provide one example of this, and Professor Logue's invitations to NRI (over defendants' objections) to file rebuttal briefs, conduct expanded discovery, etc., demonstrates that he permitted NRI to present its case fully and fairly.

have simply repeated the wire transfers and other testimony. Drs. Kondragunta and Bikkina—the doctors who gave the disputed $0.8 million in donations—had pertinent testimony, and Professor Logue thoroughly questioned them. In light of an abundance of other evidence and the case's focus, Professor Logue had a reasonable basis to prohibit NRI from deposing Dr. Mukkamala. On this point, NRI's 117-year old case from the Territory of Hawaii is not persuasive as it has nothing to do with the fundamental fairness of an arbitration proceeding.

Second, NRI argues that Professor Logue improperly prohibited it from fully deposing and cross examining Drs. Kondragunta and Bikkina. This is the heart of NRI's argument. NRI claims that not only was it prevented from cross examining, but Professor Logue's questions were unproductive and wandered. *Id.* at pp. 9–10. NRI further asserts that the questioning was ineffective because Professor Logue did not ask any of the questions NRI submitted in advance. *Id.* at 9. NRI also points to alleged discrepancies in the testimony of Drs. Kondragunta and Bikkina that, if given the opportunity to cross examine, it claims it would have pursued.

Under Sixth Circuit law, Professor Logue was not required to allow NRI cross examine Drs. Kondragunta and Bikkina. *See Terk Techs. Corp. v. Dockery*, 86 F. Supp. 2d 706, 709 (E.D. Mich. 2000) (stating that "[a]rbitrators are not bound to hear all the evidence tendered by the parties; they need only afford each party the opportunity to present their arguments and evidence"). And, of course, Professor Logue was not bound by the rules of evidence and procedure. *Nationwide*, 330 F.3d at 625.

Regarding the alleged discrepancies that would have been fleshed out during NRI's cross examination, the Court cannot find them. It has exhaustively examined the depositions of Drs. Kondragunta and Bikkina and there are simply no discrepancies between

them and NRI's other evidence. Professor Logue questioned both doctors carefully, taking the time to examine each check in dispute and he followed up on any answer that raised additional questions. He was thorough and complete. Given that Professor Logue covered every substantive area, party cross examination would have added nothing but time and expense.

NRI claims that Dr. Kondragunta testified that he never paid NRI tuition. This is false. Dr. Kondragunta testified that the checks he wrote to IHEF were donations, not tuition. But he did not testify that he never sent NRI tuition. And, contrary to NRI's claims, Dr. Kondragunta did not testify that none of his relatives attended NRI; when asked if he was "related to any students who" had ever attended NRI, he answered: "Not directly. My two children . . . are studying in the US only." This answer, while somewhat ambiguous, is not a discrepancy and definitely not an issue worth pursuing: especially because the point of the deposition was to decide whether Dr. Kondragunta's checks to IHEF were donations or tuition, not his relation to NRI students.

Similarly, Dr. Bikkina's testimony reveals no discrepancy. NRI claims that Dr. Bikkina lied under oath about having paid NRI tuition. This is false. Dr. Bikkina only denied that his donations to IHEF were disguised tuition payments, not that he never paid NRI tuition. *Id.* at Ex. M. When Professor Logue asked Dr. Bikkina, "[Y]ou never paid tuition to [NRI] for anyone?" Dr. Bikkina responded, "I didn't say that." *Id.* He later explained that although his children did not attend NRI, he had "paid for some relatives of [his] wife" and these payments were transferred directly to NRI, not through IHEF or Dr. Mukkamala. *Id.* In other words, NRI's alleged discrepancies are nonexistent.

NRI's reliance on *Crawford v. Washington*, 541 U.S. 36 (2004), is misplaced. *Crawford* touches only a criminal defendant's Sixth Amendment right to confront his accuser,

not a party's right to cross examine witnesses in a civil action. In sum, NRI has shown nothing that implicates the credibility of Drs. Kondragunta and Bikkina, and it has not shown that cross examination would have done so. Professor Logue said that he considered the oral testimony under oath sufficient to discover the truth. He agreed with the testimony of Drs. Kondragunta and Bikkina, as did the neutral expert. Thus, Professor Logue's reasonable prohibition on cross examination did not prejudice NRI. *See Urban Assocs.*, 2012 WL 1079723, at *11.

Third, NRI argues that Professor Logue refused to let it fully investigate. Pl.'s Mot. p. 7. Specifically, NRI argues that Professor Logue disallowed discovery of allegedly critical information, including the tax returns of Dr. Mukkamala. *Id.* It notes that he cited privacy concerns as one of his reasons. *Id.* at 6 n.3. It also argues that, given that this is a fraud case, it should have been able to examine all money transfers, and that the scope of the arbitration was unreasonably truncated by Professor Logue.[5] *Id.* Defendants respond that Professor Logue rightly found Dr. Mukkamala's tax returns irrelevant. Defs' Mot. at 8.

NRI's arguments are meritless because its proposed inquiries would have been pointless and were outside the scope of the amended complaint. Denying NRI's requests, Professor Logue explained:

> Plaintiff has asked to broaden the scope of the inquiry beyond the tuition amount alleged to have been collected in the Dunleavy [NRI's expert's] report with respect to the 11/13/2015 list of students. They suggest that we do an open-ended inquiry to try to find every dollar that was transferred to Dr. Mukkamala or to IHEF or to anyone else that was intended for [NRI] and trace that dollar to an [sic] [NRI].
>
> I have concluded that we will be sticking with the basic approach adopted in the Plaintiff's expert's initial report. It is a completely reasonable approach to the factual issues in the case under the circumstances, including the circumstance that the Plaintiff has not

[5] However, not only did NRI have an entire year to examine and investigate money trails, but the defendants' expert *and* the neutral expert agreed that the scope of arbitration was properly restricted to issues in dispute.

> produced the names of any students (on or off the 11/13/15 list) who are complaining that they have been denied matriculation at NRIAS because their tuition was not properly remitted. The neutral expert agrees with this conclusion.

Id. at Ex. J. In other words, not only was Professor Logue's approach endorsed by NRI's own expert, but NRI failed to produce any evidence that it was missing a penny of tuition payments.

When arbitrators are given broad discretion to decide the scope of discovery, as Professor Logue was here, the Court will rarely, if ever, question the arbitrator's discovery determinations. In *Louisiana D. Brown 1992 Irrevocable Trust v. Peabody Coal Co.*, 205 F.3d 1340, at *1 (6th Cir. 2000) (unpublished table decision), the Sixth Circuit held that the district court did not err in confirming the arbitration award even though the arbitrator did not allow the parties to conduct discovery before receiving dispositive motions. After reviewing the arbitrator's decision, the Sixth Circuit found it reasonable, especially because the arbitrator was given power to decide the scope of discovery. *Id.* at *5. Here, Professor Logue also had authority to determine the scope of discovery, and he allowed extensive discovery totaling 46,000 pages. Professor Logue's discovery determinations were permissive and reasonable, especially because the Court gave him power to handle discovery disputes.

There is no fundamental unfairness in limiting discovery to disputed, dispositive issues. Given that "it is the arbitrators who are the judges of the relevance and materiality of the evidence offered," *id.*, and because the Court finds no evidence that Professor Logue was substantively wrong, excluding Dr. Mukkamala's tax returns and limiting discovery did not violate the fundamental fairness of the proceedings. The experts' reports gave Professor Logue a reasonable basis for this decision.

In sum, Professor Logue exhaustively considered all the evidence (including wire transfer data, check images, student lists, etc.) and along with Mr. Humes and defendants' expert

found that all tuition given to Dr. Mukkamala and IHEF reached NRI. Pl.'s Mot. Ex. J. And although he gave NRI time to produce evidence to the contrary, it failed to do so. *Id.* (stating that Professor Logue found the plaintiff's rebuttal evidence "insufficient to prove" Mr. Humes wrong). Professor Logue also considered the affidavits of Drs. Kondragunta and Bikkina, pointedly questioned them both under oath regarding their donations, and examined the images of each disputed check. *Id.* He concluded that the $0.8 million constituted donations rather than tuition payments. *Id.* The Court finds that NRI has not shown by clear and convincing evidence that Professor Logue lacked a reasonable basis for these decisions. Indeed, the evidence the parties presented in support of the instant motions confirms for the Court that Professor Logue decided this matter correctly and did not abuse his discretion.

Finally, the Court is not a little perturbed by the several borderline insults to Professor Logue in NRI's brief.[6] This unprofessionalism is extremely distressing. Given that NRI consistently thanked and commended Professor Logue for his decisions during the arbitration,[7] the Court considers NRI's sleights nothing more than inappropriate venting. The Court is both grateful for and impressed by Professor Logue's consistent professionalism and capableness.

IV. CONCLUSION

NRI, by requesting and agreeing to arbitration, traded "the procedures and opportunity for review of the courtroom for the simplicity, informality, and expedition of

[6] For example, NRI stated that he was an inexperienced arbitrator, "utterly lost on basic issues of procedure and evidence," and "ill-equipped" for his role. Pl.'s Mot. pp. 2, 6, 8. NRI also said that it was quickly "clear to everyone that the Arbitrator had very little, if any, prior deposition experience [and] concluded his examination after a brief string of meandering" and "poorly worded" questions. *Id.* at 6 n.4, 10. NRI accused him of an "inability to grasp even rudimentary concepts." *Id.* at 18. Most disturbingly, however, NRI insinuated that Professor Logue colluded with defendants. *Id.* at 10 n.7. What is doubly troubling is that NRI admits that it makes this accusation without a shred of evidence. *Id.*

[7] *See, e.g., id.* at Exs. 5–8 (thanking Professor Logue for getting a neutral forensic accountant and agreeing that it was a good idea, allowing NRI to conduct broad and informal and third party discovery, and denying dismissal of Dr. Mukkamala).

arbitration." *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 31 (1991) (citation and quotation marks omitted). And no matter how loudly NRI protests, Professor Logue's duty was to simplify and expedite the process, not to unceasingly grant a never-ending stream of requests. *Id.*

NRI has not shown that Professor Logue ignored a single piece of evidence submitted to him, and the discovery he prohibited was irrelevant. Though NRI may have wanted Professor Logue to view certain documents or testimony differently, his use of a neutral expert, his thorough consideration of the parties' submissions, and his comprehensive questioning of key witnesses constitute a reasonable basis for his decision.

Throughout the proceedings, Professor Logue properly acted within his broad authority as arbitrator. NRI has not overcome the presumption of confirmation. Because none of § 10's exceptions apply, this is not one of those exceptionally rare situations in which the Court can vacate the arbitration award.

Accordingly,

IT IS ORDERED that defendants' motion is granted and the arbitration award is confirmed.

IT IS FURTHER ORDERED that plaintiff's motion to vacate the arbitration award is denied.

s/ Bernard A. Friedman_____
BERNARD A. FRIEDMAN
SENIOR UNITED STATES DISTRICT JUDGE

Dated: January 9, 2017
Detroit, Michigan