

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

AIR CENTER HELICOPTERS, INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:18-cv-00599-O
	§	
STARLITE INVESTMENTS IRELAND LIMITED, et al.,	§	
	§	
Defendants.	§	

ORDER

In its July 30, 2018 Opinion and Order, the Court ordered additional briefing on the issue of jurisdiction over the arbitrators Interim Order. *See* July 30, 2018 Op. & Order 1–2, ECF No. 26. Both parties filed briefs in support of the Court’s jurisdiction. *See* ECF Nos. 27, 34. After reviewing the arguments presented in the briefing and the relevant law, the Court concludes that it has jurisdiction over this case.

The Interim Order in this case stemmed from an arbitration proceeding wherein the arbitrator granted temporary injunctive relief and specific performance. *See* ACHI Mot. Vacate, Ex. A (Interim Order), ECF No. 5-3 [hereinafter “Interim Order”]. While the FAA applies only to final orders of the arbitrator, *see* 9 U.S.C. § 10, the Fifth Circuit has not addressed whether an arbitration award granting temporary injunctive relief constitutes a “final order” or whether a district court has jurisdiction to vacate or confirm the temporary award. Other circuits have addressed this question and concluded that district courts do have jurisdiction. *See, e.g., Arrowhead Global Sols., Inc. v. Datapath, Inc.*, 166 F. App’x 39 (6th Cir. 2006); *Ace/Cleardefense, Inc. v. Clear Def., Inc.*, 47 F. App’x 582 (D.C. Cir. 2002); *Yasuda Fire & Marine Ins. Co. of Europe, Ltd v. Cont’l Cas. Co.*, 37 F.3d 345, 348 (7th Cir. 1994); *Pac.*

Reinsurance v. Ohio Reinsurance, 935 F.2d 1019, 1023 (9th Cir. 1991). Those circuits agree that where an interim award is in the nature of a preliminary injunction, a district court's determination whether to vacate or confirm the award is permissible to "make final relief meaningful." *Ace/Cleardefense*, 47 F. App'x at 582.

Based on the foregoing, the Court concludes that it did have jurisdiction to enter the order denying Plaintiff's motions to vacate and for preliminary injunction. *Cf. Arrowhead*, 166 F. App'x at 43 (finding jurisdiction to confirm an arbitral award enjoining a party's usage of trade secrets pending final adjudication on the merits in arbitration). The Court's July 30, 2018 Order stands as a fully enforceable order.

Defendants, in their response to Plaintiff's motion to vacate, requested the Court confirm the Interim Order in the event that the Court denied Plaintiff's motion. *See* Defs.' Resp. Mot. Vacate 13-14, ECF No. 18 (citing 9 U.S.C. § 207; *Asignacion v. Rickmers Genoa Schiffahrtsgesellschaft mbH & Cie KG*, 783 F.3d 1010, 1015 (5th Cir. 2015)). Plaintiff replied and argued that the Court should not confirm the award because valid grounds exist for vacatur. Pl.'s Reply 10, ECF No. 23-1. Plaintiff's argument is now foreclosed based on the Court's denial of Plaintiff's motion to vacate the Interim Order. *See* July 30, 2018 Op. & Order, ECF No. 26. Accordingly, the Court determines that confirmation of the award is proper here and **GRANTS** Defendants' cross motion to confirm the award (ECF No. 18). *See Asignacion*, 783 F.3d at 1015 ("The court "shall confirm" the award unless a ground to refuse enforcement or recognition specified in the Convention applies.").¹

SO ORDERED on this **15th day of August, 2018**.


Reed O'Connor
UNITED STATES DISTRICT JUDGE

¹ The Court, in its July 30, 2018 Order, noted that the arbitration was subject to the Convention but that the Fifth Circuit directs courts to apply the FAA's statutory guidelines to motions to vacate arbitration awards. *See* July 30, 2018 Order 5 n.1, ECF No. 26.