

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

August 24, 2020

Lyle W. Cayce
Clerk

No. 19-51068

KBFA INVESTMENT GROUP, INCORPORATED,

Plaintiff—Appellant,

versus

FEDEx GROUND PACKAGE SYSTEM, INCORPORATED,

Defendant—Appellee.

Appeal from the United States District Court
for the Western District of Texas
USDC No. 1:19-CV-846

Before SMITH, WILLETT, and DUNCAN, *Circuit Judges.*

PER CURIAM:*

KBFA Investment Group, Inc. appeals the district court’s confirmation of an arbitration award, arguing that the arbitrator exceeded his authority. Our review of an arbitration award is, of course, exceedingly limited: “the sole question is whether the arbitrator (even arguably) interpreted the parties’ contract, not whether he got its meaning right or

* Pursuant to 5TH CIRCUIT RULE 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIRCUIT RULE 47.5.4.

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wrong.” *Oxford Health Plans LLC v. Sutter*, 569 U.S. 564, 569 (2013). Even if the arbitrator erred, clearly erred, or grossly erred in his interpretation, we must uphold the award unless it “was so unfounded in reason and fact, so unconnected with the wording and purpose of the contract as to manifest an infidelity to the obligation of an arbitrator.” *Timegate Studios, Inc. v. Southpeak Interactive, L.L.C.*, 713 F.3d 797, 802 (5th Cir. 2013) (internal quotation omitted).

With this exacting standard in mind, we have carefully reviewed the record in this case, including the parties’ briefs and the arbitration award itself. We find no evidence that the arbitrator exceeded his authority. The judgment of the district court is AFFIRMED.