

**AWARD WRITING:
CLEAR, CONCISE, AND COMPLETE**

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State Bar of Texas
**ARBITRATION STRATEGIES:
TAKING YOUR PRACTICE TO THE NEXT LEVEL**
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CHAPTER 4

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PUBLICATIONS, ACADEMIC APPOINTMENTS, HONORS

Blackstone Award, Tarrant County Bar Association
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Editor, *The Arbitration Newsletter*
“Mock Arbitration Panel,” SBOT ADR Seminar, Austin, Texas (January 27, 2017)
“Advocacy in Negotiation, Mediation, and Arbitration,” Texas A&M University School of Law (2016, 2017)
“Pleadings and Conduct Can Widen Arbitrator’s Scope of Issues to Resolve,” *Alternative Resolutions*, Vol. 26, No. 1, SBOT ADR Section (Winter 2017)
“Arbitration Has Benefits,” Texas Bar Journal, March 2017, Vol. 80, No. 3, page 153
“Arbitration Update and Techniques,” SBOT Litigation Update Seminar” (2016)
“Practical Insights for Enhancing AAA Arbitrator Practices and Opportunities,” 2016 AAA/ICDR/Mediation.Org Panel Conference
“Arbitration,” Chapter in SBOT ADR Section *ADR Handbook*
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“The Final Hearing: Now What,” SBOT ADR Seminar, Austin, Texas (November 3, 2017)
“Arbitration,” Vol. 4 SMU Annual Texas Survey 2018, Southern Methodist University Dedman School of Law

TABLE OF CONTENTS

I. INTRODUCTION..... 1

II. GENERAL GUIDANCE 1

 A. Stay organized 1

 B. Use numbered paragraphs 1

 C. Use headings..... 1

 D. Be “Brief” 2

 E. Avoid Party-Drafted Awards..... 2

III. TYPES OF AWARDS 2

 A. Standard Award 2

 B. Reasoned Award..... 2

 C. Findings of Fact and Conclusions of Law 4

IV. WRITING THE AWARD..... 4

 A. List all Claims, Counterclaims, and Defenses 4

 B. List all Parties, Counsel, and all Witnesses Who Appeared in the Hearing 4

 C. Address Attorney’s Fees..... 4

 D. Pre and Post-Award/ Judgment Interest 4

 E. Explain Pre-Final Hearing Rulings 5

 F. Explain Final Hearing Rulings 5

 G. The Award Must be Final..... 5

 H. The Award Must be Definite 5

 I. Interim and Partial Awards..... 5

 J. Deadlines for Awards 6

V. CONCLUSION 6

EXHIBIT 1: AAA/ ICDR AWARD CHECKLIST 7

EXHIBIT 2: SAMPLE OF ADMINISTRATIVE “FORM” PARAGRAPHS 8

EXHIBIT 3: ARBITRATION AWARD “SCORECARD” 9

AWARD WRITING: CLEAR, CONCISE, AND COMPLETE

I. INTRODUCTION

One of the Arbitrator's most crucial roles is drafting the award. The award must be clearly written and include all the requirements provided in the arbitration agreement. The award must comply with relevant statutory requirements, namely § 10(a)(4) of the Federal Arbitration Act (the "FAA") or Texas Civil Practices and Remedies Code § 171.053 (the "TAA"). According to the FAA, the court can vacate an award "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."¹ By writing a "mutual, final, and definite award" that complies with the parties' arbitration agreement and the guidelines described below, an arbitrator can ensure that the parties will understand the decision and the court can confirm the award without the delay and expense caused by unnecessary appeals.

II. GENERAL GUIDANCE

A. Stay organized

There are many tools to help arbitrators stay organized while drafting an award. There are checklists, charts, and forms that arbitrators can utilize to organize the information and ensure that the award is complete.² Using one of these checklists, or even creating your own, will help the arbitrator stay organized while drafting an award.

B. Use numbered paragraphs

Using numbered paragraphs will help keep the information organized during drafting, allows for easier edits and clarifications, and helps the reader follow and understand the award.

C. Use headings

1. **Title:**
"Final," "Partial Final," "Interim."
2. **Introduction:**
Recites the parties' arbitration agreement, the arbitral institution, the applicable arbitration rules, the parties' full names and arbitration status, identifies the arbitrator, confirms the arbitrator's oath, states the dates of the final hearing, lists the live pleadings, states the full names of all witnesses who testified and form of their testimony, describes the final hearing exhibits admitted, provides the name of the stenographer, designates the final transcript as the official final hearing transcript, lists by full title all pre-hearing and post-hearing briefs and other submissions.
3. **History:**
Background of the dispute and how it came to this arbitration.
4. **Prior rulings/ decisions:**
Decisions or rulings on parties' various motions and objections.
5. **Claims/ counterclaims/ defenses:**
Summary listing of each party's claims, counterclaims, and defenses.
6. **Final hearing exhibits admitted:**
Lists each party's admitted final hearing exhibits by numbers and adoption of reference term (e.g., CX___; RX___; JX___) to be used in the award for references to final hearing exhibits, if any.
7. **Stipulations:**
Recites any and all stipulations.
8. **Questions:**
Lists any agreed questions for the panel to answer.
9. **Attorney's fees:**
Recitation of written submissions for and objections to attorney's fees and costs by each party, if attorney's fees handled by written submissions.
10. **Interim rulings made final:**
Lists all interim rulings to be made final and a declaration of finality in the award.
11. **The award:**
Who wins what and how much, if any.

¹ 9 U.S.C.S. § 10(a)(4) (emphasis added).

² See Exs. 1, 2, and 3.

12. Reasons:

Reasons for the award, or findings of fact and conclusions of law award, as required by the applicable rules and the parties' arbitration agreement.

13. Counterparts:

The award "may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument."

14. International award:

If an international commercial arbitration, the award must end with: "We hereby certify that, for the purposes of Article I of the New York Convention of 1958 on the Recognition and Enforcement of Foreign Arbitral Awards, this Award was made in _____, _____, United States of America."

15. Date of award:

The date of the award by which pre-hearing and post-hearing interest is computed and all related deadlines are counted.

16. Arbitrator signatures:

Notary acknowledgements of arbitrator signatures if required by applicable arbitration rules and in the form so required by the applicable rules.

D. Be "Brief"

An arbitration award is not an appellate opinion, every unnecessary statement has the potential to raise additional questions or appeals.

E. Avoid Party-Drafted Awards

While party-drafted awards may be useful as a second brief, forcing the parties to directly confront their bottom line arguments by crafting their desired remedies, party-drafted awards are often not helpful to the drafting arbitrator.

III. TYPES OF AWARDS

There are three types of arbitration awards: 1) standard awards; 2) reasoned awards; and 3) findings of fact and conclusions of law awards.

A. Standard Award

Where no specific form of award is required by the arbitration agreement, the default may be a standard award.³ A standard award simply announces who wins and how much is owed, if any. The default rules of some arbitration associations provide for standard awards: "The arbitrator need not render a reasoned award unless the parties request such an award in writing prior to appointment of the arbitrator or unless the arbitrator determines that a reasoned award is appropriate."⁴ Other arbitral institutions provide that the default should be a reasoned award: ". . . [u]nless all Parties agree otherwise, the Award shall also contain a concise written statement of the reasons for the Award."⁵

B. Reasoned Award

A reasoned award is often vaguely described as "something short of findings and conclusions but more than a simple result."⁶ In 2011, the 11th Circuit wrote in *Cat Charter* that "an award is 'reasoned' so long as it 'mention[s] . . . expressions or statements offered as a justification.'"⁷ The court held in *Cat Charter*, that a statement noting that the decision was made by "the greater weight of the evidence" was sufficient for a reasoned award.⁸

It was not until 2015, in a concurring opinion by Justice Brown in *Gunnerson* that a clearly articulated standard for what constitutes a "reasoned award" was discussed.⁹ An arbitrator writing a reasoned award "must generally speak

³ See *United Steelworkers v. Enterprise Wheel & Car Co.*, 363 U.S. 593, 598 (1960).

⁴ AAA Commercial Rules R-46(b); *but see* AAA Employment Rules R 39(c).

⁵ JAMS Comprehensive Arbitration Rules R. 24(h); *see also* AHLA Dispute Resolution Rules R. 7.8 ("An arbitrator should provide a concise statement of the reasons supporting his or her award unless the parties agree prior to the completion of the arbitration hearing that a reasoned award is not required.").

⁶ *Sarofim v. Trust Co. of the W.*, 440 F.3d 213, 215 n.1 (5th Cir. 2006) (citing *Holden v. Deloitte & Touche LLP*, 390 F. Supp. 2d 752, 780 (N.D. Ill. 2005)).

⁷ *Cat Charter, LLC v. Schurtenberger*, 646 F.3d. 836, 844 (11th Cir. 2011).

⁸ *Id.* at 844-45 ("To be sure, the Panel could have provided more. But again, had the parties wished for a greater explanation, they could have requested that the Panel provide findings of fact and conclusions of law; to this court, the statement quoted above is greater than what is required in a 'standard award,' and that is all we need decide.").

⁹ *Stage Stores, Inc. v. Gunnerson*, 477 S.W.3d 848, 872 (Tex. App.—Houston [1st Dist.] 2015, no pet.) (J. Brown Concurring).

to arguments that are clearly presented and in dispute.”¹⁰ “The major guidepost for determining when an explicit discussion is required is that the award should set forth enough detail, given the circumstances of the case, to show that the arbitrator has considered the losing parties’ key arguments and ‘has a reasoned basis for’ rejecting them.”¹¹

“[A] ‘reasoned award’ must offer some basic explanation for either rejecting the losing party’s key contentions or accepting the prevailing party’s opposing response unless the contentions are unclear, frivolous, their rejection is so conceptually straightforward that the justification for rejecting them is implied or is unnecessary, or the rejection of the contention is implicit in other portions of the award.”¹²

Based on the analysis in the Gunnerson concurrence, a reasoned award:

1. Reveals the arbitrator’s mode of decision;¹³
2. Considers the parties’ reasons for wanting a “reasoned award”;¹⁴
 - a. Provides the parties guidance for future conduct;¹⁵
 - b. Creates trust in the arbitration proceedings;¹⁶
3. Examines the parties’ arguments critically, crystalizing the arbitrator’s thinking during drafting;¹⁷
4. Demonstrates an examination of the unique circumstances of the case;¹⁸
5. Deals with the parties’ key written and oral contentions;¹⁹
6. Contains a “pragmatic, totality of the circumstances review” of the case;²⁰
7. Provides “a cursory explanation of how the arbitrator reached her decision”;²¹
8. Addresses “expressions or statements offered as a justification” by the parties;²²
 - a. However, “in some circumstances, a reasoned award requires not only the mention of a justification but also some further elaboration”;²³
9. Shows that the arbitrator has considered the losing parties’ key arguments and “has a reasoned basis for” rejecting them;²⁴
 - a. However, “an arbitrator need not address contentions that are not clearly presented, conceptually

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* at 872-73.

¹³ *Id.* at 865 (citing Stephen L Hayford, *A New Paradigm for Commercial Arbitration: Rethinking the Relationship Between Reasoned Awards and the Judicial Standards for Vacatur*, 66 GEO. WASH. L. REV. 443, 445 (1998) (“[O]ther scholars have equated a ‘reasoned award’ with an award that reveals ‘the arbitrator’s mode of decision’.”)).

¹⁴ *Gunnerson*, 477 S.W.3d at 868.

¹⁵ *Id.* (“Parties who know that the arbitrator considered their contentions and understand why the arbitrator rejected them can also modify their future conduct to avoid similar results.”).

¹⁶ *Id.* (“Moreover, ‘[a] public statement of . . . reasons helps provide the public with the assurance that creates . . . trust’ in the proceedings.”).

¹⁷ *Id.* (“Requiring a reasoned basis for a decision helps ensure that the arbitrator critically evaluates the parties’ arguments. Forcing the arbitrator ‘to put pen to paper’ helps crystalize thinking.”).

¹⁸ *Id.* at 871 (quoting *Rita v. United States*, 551 U.S. 338, 356 (2007) (“The appropriateness of brevity or length, conciseness or detail, when to write, what to say, depends upon circumstances.”)).

¹⁹ *Id.* at 873.

²⁰ *Id.* at 872 (“Thus, ‘a pragmatic, totality-of-the-circumstances review’ should be used to determine whether an arbitrator’s award satisfies the contractually-agreed requirement of a reasoned award.”).

²¹ *Id.* at 869 (Based on multiple dictionary definitions, “the phrase ‘reasoned award’ in its common usage connotes an arbitrator’s award that provides at least a cursory explanation of how the arbitrator reached her decision.”).

²² *Id.* at 875 (citing *Cat Charter*, 646 F.3d. at 844 (“Strictly speaking, then, a ‘reasoned’ award is an award that is provided with or marked by the detailed listing or mention of expressions or statements offered as a justification of an act— the ‘act’ here being, of course, the decision of the [arbitration] Panel.”)).

²³ *Gunnerson*, 477 S.W.3d at 868.

²⁴ *Id.* at 872-73 (“a ‘reasoned award’ must offer some basic explanation for either rejecting the losing party’s key contentions or accepting the prevailing party’s opposing response . . .”).

straightforward, or frivolous on their face no matter how much time a party spends on the issue.”²⁵

C. Findings of Fact and Conclusions of Law

An award with findings of facts and conclusions of law requires the most detailed reasoning and explanation of the three types of awards. The arbitrator must clearly state in the award the facts she found to be true and the legal conclusions she reached based on those facts. In *W. Employers Insurance*, the arbitration award was vacated because it failed to provide findings of fact and conclusions of law as required in the parties’ arbitration agreement.²⁶

IV. WRITING THE AWARD

A. List all Claims, Counterclaims, and Defenses

Failing to list all claims, counterclaims, and defenses leaves the award susceptible to a motion for vacatur; which, even if unsuccessful may lead to multiple costly appeals for the parties and judicial scrutiny over the “shortcomings” of the arbitrator’s award.²⁷ In *Gonzalez*, the appellants alleged that the arbitrators’ award should be vacated because it failed to mention, let alone decide, the multiple counterclaims.²⁸ The court confirmed the award, holding that the award impliedly issued a general opinion on the counterclaims because the chair stated that the panel “had reviewed all the papers filed by the parties,” and the award stated that it was the “full and final settlement of all claims between the parties.”²⁹ However, much time, resources, and money could have been saved if the arbitrators had simply mentioned all claims, counterclaims, and defenses in the award.

B. List all Parties, Counsel, and all Witnesses Who Appeared in the Hearing

The names of all parties, counsel, and all witnesses should be included in the introduction to the award. Including this information upfront not only identifies all interested individuals, but it allows for the award to efficiently mention a party or witness during the award without the need to introduce a new person in the middle of the award. Listing all individuals up front simply creates a clearer, more concise, and complete award.

C. Address Attorney’s Fees

For clarity and completeness, the award should allocate attorney’s fees where permitted by applicable law and the parties’ agreement. When presented with an award that fails to mention attorney’s fees, the parties will almost certainly ask for clarification or even claim that the award is not final. These setbacks will add time and expense to both the parties and the arbitrator.

D. Pre and Post-Award/ Judgment Interest

The award should clearly allocate pre and post-award/ judgment interest according to the Texas Finance Code and applicable common law principles. A form paragraph provided by the arbitration association is often used in drafting this section of the award.³⁰ Prejudgment interest is compensation for the lost use of the money during the time between the accrual of a claim and the date of judgment.³¹ Under Texas law, there are three grounds for prejudgment interest: 1) provided for in a contract at issue; 2) TEX. FIN. CODE §§ 304.102-104; and 3) common law principles of equity. Statutory provisions provide for prejudgment interest only to wrongful death, personal injury, and property damage cases.³² The Texas Supreme Court, in *Johnson & Higgins*, harmonized common law prejudgment interest with the provisions of the Finance Code, holding that “all cases” rendered after the opinion could be entitled to prejudgment interest upon equitable principles.³³ After *Johnson & Higgins*, courts have continued to hold that “the decision to award prejudgment interest is left to the sound discretion of the trial court, which should rely upon equitable principles and public policy in making this decision.”³⁴ If pre-judgment interest is to be applied, it accrues the earlier of 180 days after

²⁵ *Id.* at 873.

²⁶ *W. Employers Ins. v. Jefferies & Co.*, 958 F.2d 258, 260 (9th Cir. 1992).

²⁷ *See generally*, *Ballantine Books, Inc. v. Capital Distrib. Co.*, 302 F.2d 17, 21-22 (2d Cir. 1962) (holding that the award was valid even though the arbitrator failed to mention all of the claims.).

²⁸ *Gonzalez v. Shearson Lehman Bros., Inc.*, 794 F. Supp. 53, 54 (D.P.R. 1992).

²⁹ *Id.* at 55.

³⁰ *See Ex. 2.*

³¹ *Johnson & Higgins v. Kenneco Energy*, 962 S.W.2d 507, 528 (Tex. 1998).

³² TEX. FIN. CODE § 304.102.

³³ *Johnson & Higgins*, 962 S.W.2d 507.

³⁴ *See e.g.* *JPMorgan Chase Bank, N.A. v. Prof’l Pharmacy II*, No. 02-11-00373-CV, 2014 WL 7473779, at *24 (Tex. App.—Fort Worth, Dec. 31, 2014, no pet.); *see also Poly Trucking, Inc. v. KDT Express, Inc.*, 2010 Tex. App. LEXIS 7066 (Tex. App.—Dallas, Aug. 30, 2010, no pet.).

Respondent receives written notice of the claim or the date the action is filed, and ends the day before the judgment is rendered.³⁵

Post-judgment interest accrues on the entire amount of the judgment—including prejudgment interest, attorneys’ fees, and court costs.³⁶ Post-judgment interest accrues on the date the judgment is rendered and ends when the judgment is satisfied.³⁷

E. Explain Pre-Final Hearing Rulings

The final award should mention and explain any pre-hearing rulings that are to become final so that the award is mutual, definite, and final. These pre-hearing rulings could be on motions for continuance, evidentiary issues, motions to dismiss, liability, and many others.

F. Explain Final Hearing Rulings

The level of explanation required differs based on the type of award: standard award, reasoned award, or findings of fact and conclusions of law. But even in reasoned awards or awards that include findings of fact and conclusions of law, the award should state briefly only what the arbitrator believes necessary. The award is not an appellate opinion.

G. The Award Must be Final

“In order to be ‘final,’ an arbitration award must be intended by the arbitrators to be their complete determination of all claims submitted to them.”³⁸ For an award to be final, it must completely dispose of an issue, including damages. In *Michaels*, a motion for vacatur of an interim award was premature as the award was not a final and binding decision of the arbitrators.³⁹ The interim decision did not mention all claims or counterclaims, nor did it award damages for the issues it did discuss.⁴⁰ Therefore, it was not a valid final arbitration award.

H. The Award Must be Definite

Pursuant to 9 U.S.C.S. § 10(a)(4), the failure of an arbitration panel to make a definite award upon the subject matter may be valid grounds for vacating an award. To meet the burden of proof, the party challenging the award must establish that the award was “marred by an omission or refusal to make a finding.”⁴¹ Importantly, the “[c]ourt cannot enforce any part of an award that is so ambiguous it lends itself to no definite interpretation.”⁴² In *Bell Aerospace*, the appellate court held that the award was ambiguous and contradictory on its face; therefore, the parties had to go through further arbitration proceedings, with the right to select a new arbitrator.⁴³

I. Interim and Partial Awards

In some situations, an arbitrator will issue an interim, partial award. If this award is final as to the specific issue, a court then has jurisdiction to confirm the award. Parties often dispute whether an interim or partial award is final and binding on the parties. However, multiple courts have held that interim, partial arbitration awards may be considered final and binding and capable of judicial confirmation.⁴⁴

One issue often noted with interim, partial awards is the nomenclature—i.e. “award” versus “order.” As with any arbitration award, it is the content of the award, not its title that determines whether the arbitrator’s interim or partial award is final. In *Publicis Communications*, the interim document was titled as an “order” leading appellant to argue

³⁵ TEX. FIN. CODE § 304.104; *see also Johnson & Higgins*, 962 S.W.2d at 531.

³⁶ *Waste Mgmt. of Tex. v. Tex. Disposal Sys. Landfill*, No. 03-10-00826-CV, 2014 Tex. App. LEXIS 12391, at *4-6 (Tex. App.—Austin, Nov. 14, 2014); *see also Ventling v. Johnson*, 466 S.W.3d 143, 157 (Tex. 2015).

³⁷ TEX. FIN. CODE §§ 304.005.

³⁸ *Michaels v. Mariforum Shipping, S.A.*, 624 F.2d 411 (2d Cir. N.Y. June 27, 1980) (citing *Mobil Oil Indonesia Inc. v. Asamera Oil (Indonesia) Ltd.*, 372 N.E.2d 21 (N.Y. Ct. App. 1977)).

³⁹ *Michaels, S.A.*, 624 F.2d 411.

⁴⁰ *Id.*

⁴¹ *Gonzalez*, 794 F. Supp. at 53.

⁴² *Refino v. Feuer Transp., Inc.*, 480 F. Supp. 562, 565 (S.D.N.Y. 1979) (citing *Bell Aerospace Co. Div. of Textron, Inc. v. Int'l Union, United Auto., etc.*, 500 F.2d 921, 923 (2d Cir. 1974)).

⁴³ *Bell Aerospace*, 500 F.2d at 923 (2d Cir. 1974) (“Courts will not enforce an award that is incomplete, ambiguous, or contradictory.”).

⁴⁴ *See Publicis Commun. v. True N. Communs. Inc.*, 206 F.3d 725 (7th Cir. 2000); *Yasuda Fire & Marine Insurance Company of Europe v. Continental Casualty Company*, 37 F.3d 345 (7th Cir. 1994); *Pacific Reinsurance Management Corp. v. Ohio Reinsurance Corp.*, 935 F.2d 1019, 1022-23 (9th Cir. 1991); *Island Creek Coal Sales Co. v. City of Gainesville*, 729 F.2d 1046, 1049 (6th Cir. 1984); *Sperry Int'l Trade v. Israel*, 689 F.2d 301, 304 n.3 (2d Cir. 1982).

that it was an interim “order” that could not be confirmed by a court as a final “award.”⁴⁵ The court held, however, that the “content of a decision—not its nomenclature—determines finality.”⁴⁶ Courts have also held that a partial award could be final and thus subject to confirmation by a court. “[A]n ‘interim’ award that finally and definitively disposes of a separate independent claim may be confirmed notwithstanding the absence of an award that finally disposes of all the claims that were submitted to arbitration’.”⁴⁷

J. Deadlines for Awards

Most arbitration rules have time limits within which an award must be issued.⁴⁸ Some of these rules make the timeliness of the award issuance a jurisdictional issue.⁴⁹ Parties’ arbitration agreements can also create award issuance deadlines that may operate to terminate the arbitrator’s power to issue an untimely award. Most arbitral institutions want to review awards before issuance or confirm their dollar amounts and recommended language for the assessment and allocation of arbitration administrative fees and costs. These required reviews and inputs take time and do not toll the running of the deadline for award issuance. The prudent arbitrator, therefore, has to include time for the arbitral institution’s review and input within the issuance deadline.

V. CONCLUSION

The arbitrator is positioned to draft an award so that the conformation process is quick and efficient. The parties, therefore, can enjoy one of the many benefits of arbitration: a quicker, final result. If the arbitration award is written clearly, concisely, and completely, than the confirmation process should be smooth. If the award is not well written, fails to properly provide the required reasoning, or fails to include all the necessary information to be final and complete, the arbitrator has failed to perform a critical duty. The award “defects” mentioned in this article will likely lead to judicial appeals which only serve to delay final resolution of the matter, costing the parties significant time and money. However, the arbitrator should ensure that the parties get a clear, concise, complete, and final award. A well-written award thus delivers the statutory requirements of “mutual, final, and definite.”⁵⁰

⁴⁵ *Publicis Commun*, 206 F.3d at 725.

⁴⁶ *Id.* at 728.

⁴⁷ *Island Creek*, 729 F.2d at 1049 (citing *Eurolines Shipping Co. v. Metal Transport Corp.*, 491 F. Supp. 590, 592 (S.D.N.Y. 1980) (quoting *Puerto Rico Maritime Shipping Authority v. Star Lines, Ltd.*, 454 F. Supp. 368, 372 (S.D.N.Y. 1978))).

⁴⁸ AAA Commercial Rules R-45 (no later than 30 days after closing the final hearing, or after receipt of final statements if no oral hearing); AAA Employment Rules R-39 (same); AAA Construction Rules R-46 (same); JAMS Comprehensive Rules R-24(a); CPR Administered Rules R-15.8 (within 30 days after the close of the hearing).

⁴⁹ *See Sims v. Bldg. Tomorrow's Talent, LLC*, No. 07-12-00170-CV, 2014 Tex. App. LEXIS 4671, at *11 (Tex. App.—Amarillo, Apr. 30, 2014) (Arbitrator had no authority to issue an award because the award deadline in the contract, and a court imposed secondary deadline, had both already passed).

⁵⁰ 9 U.S.C. 10(a)(4).

EXHIBIT 1: AAA/ ICDR AWARD CHECKLIST



INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION*

AAA/ICDR AWARD CHECKLIST

This form is not the award in this case. Its sole purpose is to collect case data in a consolidated and consistent format.

AAA/ICDR Case Number:	
PARTIES	
Claimant(s)	Respondent(s)
1:	1:
2:	2:
3:	3:
CLAIMS ASSERTED and HEARD	
Total monetary amount of claims asserted:	Total monetary amount of counterclaims asserted:
Total monetary amount of claims awarded:	Total monetary amount of counterclaims awarded:
Were non-monetary claims asserted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Were non-monetary counterclaims asserted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Were non-monetary claims awarded? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Were non-monetary counterclaims awarded? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
COSTS and INTEREST	
Attorney's fees awarded to Claimant(s):	Attorney's fees awarded to Respondent(s):
Arbitrator's fees, expenses and AAA administrative fees awarded to Claimant(s):	Arbitrator's fees, expenses and AAA administrative fees awarded to Respondent(s):
Was interest awarded to Claimant(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Was interest awarded to Respondent(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
PREVAILING PARTY	
<input type="checkbox"/> Specific party or parties prevailed — please identify: 1: 2: 3: <input type="checkbox"/> There was no prevailing party	
ADDITIONAL INFORMATION	
Using the space below or by attaching additional pages, please provide any information about the claims heard in this matter that cannot be accommodated by the above categorization.	
Completed by:	Date:
For internal use only: Case Property Updated: <input type="checkbox"/> Yes <input type="checkbox"/> No	

EXHIBIT 2: SAMPLE OF ADMINISTRATIVE “FORM” PARAGRAPHS

- a. **IT IS FURTHER ORDERED** that the administrative fees and expenses of the American Arbitration Association totaling _____ and the compensation and expenses of the arbitrator _____, totaling _____ shall be borne by Respondents, jointly and severally, less the stipulated amount of _____ reimbursed by Claimants to AAA. Therefore, Respondents, jointly and severally, shall reimburse the Claimants the sum of _____, representing the amounts paid to the American Arbitration Association by the Claimant after _____.
- b. **IT IS FURTHER ORDERED THAT** Respondent _____ shall pay Claimant _____ pre-award/pre-judgment interest in the amount of _____ which represents interest at the statutory rate of 5% per annum, simple interest,⁵¹ from _____ (the date Claimant initiated the current action), through _____ (the day immediately preceding the date this Award was signed), on _____ of the total damages herein awarded.
- c. **IT IS FURTHER AWARDED THAT** Respondent _____ shall pay Claimant _____ post-award/post-judgment interest on _____ awarded above, at the statutory rate of 5% per annum, compounded annually,⁵² from _____ (the date this Award was signed), until fully paid.

⁵¹ See Tex. Fin. Code § 304.104; see also *Johnson & Higgins of Texas v. Kenneco Energy*, 962 S.W.2d 507, 531 (Tex.1998) (superseded by statute on other grounds). Judgment rate for (date) is ___% as published in the Texas Credit Letter by Texas Office of Consumer Credit Commissioner.

⁵² See Tex. Fin. Code §§ 304.004 and .005.

EXHIBIT 3: ARBITRATION AWARD “SCORECARD”

1.	Arbitrator Identified	
2.	Arbitrator Selection	
3.	Arbitrator Disclosures	
4.	Arbitration Rules Identified	
5.	Arbitration Law Identified	
6.	Arbitral Institution Identified	
7.	Award Dated	
8.	Award Issued/Delivered	
9.	Award Organization	
10.	Award Reasons	
11.	Claims Identified	
12.	Claims Granted	
13.	Claims Denied	
14.	Counterclaims Identified	
15.	Counterclaims Granted	
16.	Counterclaims Denied	
17.	Defenses Identified	
18.	Defenses Granted	
19.	Defenses Denied	
20.	Evidence Weighed – PPOE	
21.	Evidence Discussed	
22.	Evidence Credibility Assessed	
23.	Final Hearing Dates	
24.	Final Hearing Exhibits	
25.	Final Hearing Participants	
26.	Final Hearing Place Identified	
27.	Final Hearing Witnesses	
28.	Final Hearing Closed	
29.	Final Hearing – Official Transcript	
30.	Governing Law Identified – Substantive	
31.	History of Dispute	
32.	Interest – Pre-Award	
33.	Interest – Post-Award	
34.	Pleadings – Live Identified	
35.	Parties Identified	
36.	Relief Requested – Claimants	
37.	Relief Granted – Claimants	
38.	Relief Denied – Claimants	

39.	Relief Requested – Counterclaimants	
40.	Relief Granted – Counterclaimants	
41.	Relief Denied- Counterclaimants	
42.	Stenographic Record	
43.	Unique Features	
44.	Stipulation	
45.	Equitable Powers	