

Not for Publication in West's Federal Reporter
United States Court of Appeals
For the First Circuit

No. 21-1820

BERKSHIRE PLACE ASSOCIATES, LP; BERKSHIRE PLACE, LTD.,

Plaintiffs, Appellees,

v.

MDG REAL ESTATE GLOBAL LIMITED; MDG REAL ESTATE GLOBAL, LLC,

Defendants, Appellants,

RIVERSIDE ABSTRACT LLC,

Defendant.

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

[Hon. Mary S. McElroy, U.S. District Judge]

Before

Barron, Chief Judge,
Lipez and Howard, Circuit Judges.

Richard L. Yellen, with whom Brendan C. Kombol, Richard L. Yellen & Associates, LLP, Jeffrey S. Brenner, and Nixon Peabody LLP were on brief, for appellants.

Nicholas B. Carter, with whom Todd & Weld LLP were on brief, for appellees.

August 9, 2022

Per Curiam. Appellants MDG Real Estate Global Limited and MDG Real Estate Global, LLC appeal the district court's order affirming an arbitration award in favor of appellees Berkshire Place Associates, LP and Berkshire Place, Ltd. Upon careful, de novo review, we affirm. See Axia Netmedia Corp. v. Mass. Tech. Park Corp., 973 F.3d 133, 140 (1st Cir. 2020) (standard of review). "Rhode Island has a strong public policy in favor of the finality of arbitration awards," and "judicial review of arbitration awards is extremely limited." Berkshire Wilton Partners, LLC v. Bilray Demolition Co., 91 A.3d 830, 834-35 (R.I. 2014). A court may vacate an arbitration award only when the award "fails to 'draw its essence from the agreement, if it was not based upon a passably plausible interpretation thereof, if it manifestly disregarded a contractual provision, or if it reached an irrational result.'" Nappa Constr. Mgmt., LLC v. Flynn, 152 A.3d 1128, 1132 (R.I. 2017) (quoting State v. R.I. Emp. Sec. All., Local 401, 840 A.2d 1093, 1096 (R.I. 2003)). We see no error in the arbitration award, let alone error of a magnitude that would warrant vacatur.

Affirmed.