

NOT RECOMMENDED FOR PUBLICATION

File Name: 22a0449n.06

Case No. 22-1146

UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT

**FILED**  
Nov 08, 2022  
DEBORAH S. HUNT, Clerk

THYSSENKRUPP MATERIALS LLC, )  
 )  
Plaintiff - Appellee, )  
 )  
v. )  
 )  
TRIUMPH GROUP INC.; TRIUMPH )  
AEROSTRUCTURES LLC, )  
 )  
Defendants - Appellants. )  
 )

ON APPEAL FROM THE UNITED  
STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF MICHIGAN

OPINION

Before: GIBBONS, GRIFFIN, and STRANCH, Circuit Judges.

GIBBONS, Circuit Judge. This appeal is from the district court’s order confirming an arbitration award in favor of thyssenkrupp Materials LLC (“thyssenkrupp”) against Triumph Group Inc. (“Triumph Group”) and Triumph Aerostructures LLC (“Triumph Aerostructures,” together the “Triumph Entities”).

Thyssenkrupp and Triumph Aerostructures were the successors to the original parties to a long-term agreement that set forth a general framework under which Triumph Aerostructures purchased aluminum from thyssenkrupp. Under the terms of the long-term agreement, Triumph Aerostructures (and, according to thyssenkrupp, Triumph Group as well) had an obligation to purchase inventories of obsolete items from thyssenkrupp if thyssenkrupp was unable to sell those items after making reasonable efforts to do so. Thyssenkrupp says that in 2019, the Triumph Entities breached their contractual duties by failing to purchase certain obsolete aluminum.

Thyssenkrupp filed suit in the Eastern District of Michigan, asserting a claim for breach of contract against both Triumph Entities. Shortly thereafter, the parties agreed to arbitrate. After discovery and a hearing, the arbitrator issued an unreasoned award of \$2.9 million in damages in favor of thyssenkrupp, holding both Triumph Aerostructures and Triumph Group jointly and severally liable for this amount.

Thyssenkrupp moved the district court to confirm the arbitrator's award, and the Triumph Entities moved to vacate. As relevant on appeal, the Triumph Entities argued that the arbitrator manifestly disregarded the law in holding Triumph Group jointly and severally liable with Triumph Aerostructures for thyssenkrupp's damages. The district court granted thyssenkrupp's motion to confirm and denied the Triumph Entities' motion to vacate. The Triumph Entities timely appealed.

Having studied the record on appeal and the briefs of the parties, we are not persuaded that the district court erred in confirming the award. Because the reasons why judgment should be entered for thyssenkrupp have been fully articulated by the district court, the issuance of a detailed opinion by this court would be duplicative and would serve no useful purpose. Accordingly, we affirm the judgment of the district court upon the reasoning set out by that court in its memorandum opinion filed on January 26, 2022.