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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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MOHIT RANDHAWA aka HARPAL SINGH;  
SHANNON CALLNET PVT LTD,

Plaintiffs,

NO. CIV. 2:09-2304 WBS KJN

v.

ORDER RE: ARBITRATION FEES AND  
EXPENSES

SKYLUX INC., INTERACTIVE  
INTELLIGENCE, INC., MUJEEB  
PUZHAKKARAILLATH, SKYLUX  
TELELINK PVT LTD; and DOES 1  
through 20, inclusive,

Defendants.

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Plaintiff Shannon Callnet Pvt. Ltd. ("Shannon Callnet")  
and defendant Interactive Intelligence, Inc. ("Interactive")  
engaged in mandatory arbitration of Shannon Callnet's claims  
against Interactive and the arbitrator found in favor of  
Interactive. On August 3, 2012, the court confirmed the  
arbitrator's award and entered judgment in favor of Interactive  
pursuant to 9 U.S.C. § 9. (Docket Nos. 131, 132.) In its Order

1 confirming the arbitrator's award, the court did not address the  
2 arbitrator's determination that Shannon Callnet should reimburse  
3 Interactive \$1,100.00 for the fees and expenses Interactive had  
4 paid for the arbitration. Specifically, the arbitrator found:

5       The costs of this arbitration shall be borne [by]  
6       Claimant by reason of Claimant's failure to participate  
7       in the proceeding. Accordingly, the administrative fees  
8       and expenses of the International Centre for Dispute  
9       Resolution ("ICDR") totaling \$3,125.00 shall be borne by  
10       Claimant, and the compensation of the Arbitrator totaling  
11       \$1,856.25 shall be borne by Claimant. Therefore,  
12       Claimant shall reimburse Respondent the sum of \$1,100.00,  
13       representing that portion of said fees and expenses  
14       previously incurred by Respondent.

15 (Docket No. 139-1 at 6.)

16       Shannon Callnet does not object to confirmation of the  
17       arbitrator's determination that it reimburse Interactive  
18       \$1,100.00 for the fees and expenses Interactive paid toward the  
19       arbitration and the court sees no reason why it should depart  
20       from the arbitrator's determination. See generally D.H. Blair &  
21       Co., Inc. v. Gottdiener, 462 F.3d 95, 110 (2d Cir. 2006)

22       ("Normally, confirmation of an arbitration award is 'a summary  
23       proceeding that merely makes what is already a final arbitration  
24       award a judgment of the court,' and the court 'must grant' the  
25       award 'unless the award is vacated, modified, or corrected.'"  
26       (quoting Florasynth, Inc. v. Pickholz, 750 F.2d 171, 176 (2d Cir.  
27       1984) and 9 U.S.C. § 9)).

28       IT IS THEREFORE ORDERED that Shannon Callnet reimburse  
29       Interactive the sum of \$1,100.00 based on the arbitration fees

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1 and expenses Interactive paid.

2 DATED: August 31, 2012

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WILLIAM B. SHUBB  
UNITED STATES DISTRICT JUDGE