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WESTERN DISTRICT OF LOUISIANA  
ALEXANDRIA, LOUISIANA

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAKE CHARLES DIVISION

INTREPID DRILLING, LLC

v.

BAKER HUGHES OILFIELD  
OPERATIONS, INC.

\* CIVIL ACTION NO. 2:15 -CV-00039

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\* JUDGE DRELL

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\* MAGISTRATE JUDGE KAY

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MEMORANDUM RULING

Before the court is defendant Baker Hughes Oilfield Operations, Inc.'s ("Baker Hughes") Motion to Lift Stay and Confirm Arbitration Award (Rec. Doc. 15) in the matter captioned: *Baker Hughes Oilfield Operations, Inc. v. Intrepid Drilling, LLC*, AAA Case No. 01-15-0003-5464. The plaintiff Intrepid Drilling, LLC ("Intrepid") filed no opposition to the motion.

In February 2015, the underlying suit was stayed until arbitration was completed.<sup>1</sup> Baker filed a demand for arbitration before the American Arbitration Association ("AAA").<sup>2</sup> Intrepid filed an answer and counterclaim in the arbitration proceeding.<sup>3</sup> A panel of three arbitrators conducted a five day hearing in November 2016.<sup>4</sup> The panel issued a "Final Arbitration Award" ("Award") on March 6, 2017.<sup>5</sup> The panel found in favor of Baker Hughes and denied Intrepid's counterclaim.<sup>6</sup> The Award provides:

1. Baker Hughes's claim against Intrepid is granted and Intrepid shall pay to Baker Hughes the amount of \$219,810.16.

<sup>1</sup> Order (Rec. Doc. 10).

<sup>2</sup> Final Award (Rec. Doc. 15-3).

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

2. Intrepid's counterclaim is denied and Intrepid shall take nothing from Baker Hughes.
3. The administrative fees and expenses of the AAA totaling \$29,660.98 shall be borne as incurred.
4. The compensation and expenses of the Arbitrator appointed by each Party (totaling \$46,931.58 for the Arbitrator appointed by Intrepid and \$72,022.50 for the Arbitrator appointed by Baker Hughes) shall be borne by the Party appointing the Arbitrator and the compensation and expenses of the Chair of the Panel totaling \$72,811.68 shall be shared equally by the Parties.
5. The above sums are payable on or before thirty (30) days from the date of this Award.
6. Intrepid shall pay Baker Hughes post-award interest at the rate of 5% per annum on the above Award amount of \$219,810.16 commencing on the thirty-first (31st) day after this Award if said Award amount is not paid on or before thirty (30) days from the date of this Award.
7. This Award is in full settlement of all claims and counterclaims submitted in this arbitration. All claims and counterclaims for relief not expressly granted are denied.<sup>7</sup>

This instant motion to lift the stay and confirm the award was filed on May 3, 2017.<sup>8</sup> Intrepid has filed no opposition.

“To assure that arbitration serves as an efficient and cost-effective alternative to litigation, and to hold parties to their agreements to arbitrate, the [Federal Arbitration Act] narrowly restricts judicial review of arbitrators’ awards.” *Positive Software Sol. v. New Century Mortg.*, 476 F.3d 278, 280 (5th Cir. 2007). The Federal Arbitration Act (“FAA”), 9 U.S.C. § 10(a), provides four statutory bases for vacating an arbitration award:

- (1) where the award was procured by corruption, fraud, or undue means;
- (2) where there was evident partiality or corruption in the arbitrators, or either of them;
- (3) where the arbitrators were guilty of misconduct in refusing to...hear evidence pertinent and material to the controversy...; or
- (4) where the arbitrators exceeded their power.

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<sup>7</sup> *Id.* at pp. 9-10.

<sup>8</sup> Motion (Rec. Doc. 15).

The party moving to vacate an arbitration award bears the burden of proof. *Weber v. Merrill Lynch Pierce Fenner & Smith, Inc.*, 455 F. Supp. 2d 545, 549 (N.D. Tex. 2006) (citations omitted).

The court has examined Baker Hughes's evidence in support of the Motion to Lift Stay and Confirm Arbitration Award and finds no basis for vacating or modifying the arbitrator's award. Accordingly, the court will **GRANT** the Motion to Lift Stay and Confirm Arbitration Award (Rec. Doc. 15).

Alexandria, Louisiana, this 14<sup>th</sup> day of September, 2017.



DEE D. DRELL, CHIEF JUDGE  
UNITED STATES DISTRICT COURT