No. 25-83

In the Supreme Court of the United States

ADRIAN JULES, PETITIONER

v.

ANDRE BALAZS PROPERTIES, ET AL.

ON WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

BRIEF FOR THE RESPONDENTS

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QUESTION PRESENTED

Under the Federal Arbitration Act, 9 U.S.C. 1-16, when a federal court has original jurisdiction and a federal case is stayed pending arbitration, whether the federal court retains jurisdiction to decide post-arbitration motions in *that same pending case* without identifying a new and redundant basis for original jurisdiction.

PARTIES TO THE PROCEEDING BELOW AND RULE 29.6 STATEMENT

Petitioner is Adrian Jules.

Respondents are Andre Balazs Properties; Andre Tomes Balazs; Balazs Investors LLC; HotelsAB, LLC; and Chateau Holdings, Ltd.*

Balazs Investors LLC does not have a parent corporation, and no publicly held company owns 10% or more of its stock. Balazs Investors LLC is the parent company of HotelsAB, LLC; no publicly held company owns 10% or more of HotelsAB, LLC. Andre Balazs Properties is not a separate legal entity; it is a d/b/a for HotelsAB, LLC. Chateau Holdings, Ltd., does not have a parent corporation, and no publicly held company owns 10% or more of its stock.

* Respondent Thomas A. Farinella was an appellant below and an interested party in the district court. He has not made an appearance in these proceedings.

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OPINIONS BELOW

The opinion of the court of appeals (Pet. App. 1a-10a) is unreported but available at 2025 WL 1201914. The relevant order and opinion of the district court (Pet. App. 11a-28a) is unreported but available at 2023 WL 5935626.

JURISDICTION

The judgment of the court of appeals was entered on April 25, 2025. The petition for a writ of certiorari was filed on July 22, 2025, and granted on December 5, 2025. The jurisdiction of this Court rests on 28 U.S.C. 1254(1).

STATUTORY PROVISIONS INVOLVED

Section 1367 of Title 28 of the United States Code provides in relevant part:

Supplemental jurisdiction

(a) Except as provided in subsections (b) and (c) or as expressly provided otherwise by Federal statute, in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution. Such supplemental jurisdiction shall include claims that involve the joinder or intervention of additional parties.

* * * * *

(c) The district courts may decline to exercise supplemental jurisdiction over a claim under subsection (a) if—

(1) the claim raises a novel or complex issue of State law,

(2) the claim substantially predominates over the claim or claims over which the district court has original jurisdiction,

(3) the district court has dismissed all claims over which it has original jurisdiction, or

(4) in exceptional circumstances, there are other compelling reasons for declining jurisdiction.

* * * * *

The relevant provisions of the Federal Arbitration Act, 9 U.S.C. 1-16, are reproduced in an appendix to this brief (App., *infra*, 1a-10a).

INTRODUCTION

According to petitioner, when a federal case is stayed pending arbitration, a federal court lacks jurisdiction to consider post-arbitration motions *in that same pending case* unless the post-arbitration motion itself independently qualifies for federal jurisdiction.

Petitioner is wrong. A federal court already vested with federal jurisdiction has obvious power to hear FAA motions in that pending action. There is no need to ask if there is a redundant basis for original jurisdiction *because jurisdiction already exists*—and any FAA motion falls squarely within a court's supplemental jurisdiction (if extra jurisdiction is even necessary). As this Court itself has confirmed, federal courts have a clear "supervisory role" in this posture that includes "facilitating recovery on an arbitral award." *Smith* v. *Spizzirri*, 601 U.S. 472, 478 (2024). There is every reason to think Congress would prefer parties to access an existing case rather than pointlessly burden a new court with a new lawsuit whenever one of the FAA's post-arbitration powers are invoked—an untenable approach that promises both waste and confusion.

Under any fair reading, Petitioner's contrary position is not rooted in any express provision of the FAA, any jurisdictional statute, or any other legal doctrine, principle, case, standard, or rule. It is instead premised entirely on a plain misreading of *Badgerow* v. *Walters*, 596 U.S. 1 (2022)—which, properly understood, has nothing to do with this setting. *Badgerow* involved *new, freestanding* post-arbitration lawsuits; this involves *preexisting* cases already pending (with full jurisdiction) in federal court.

The *Badgerow* parties looked to the FAA itself to supply jurisdiction; these parties looked to Title 28. The real question (which petitioner fails even to ask) is not whether the FAA creates jurisdiction, but whether it *precludes* jurisdiction. And, unsurprisingly, there is no textual or logical way to read the FAA as somehow displacing Title 28.

What this Court has observed in the past remains true today: "the court with the power to stay the action under [FAA] § 3 has the further power to confirm any ensuing arbitration award." *Cortez Byrd Chips, Inc.* v. *Bill Harbert Constr. Co.*, 529 U.S. 193, 202 (2000). Consistent with decades of established doctrine, federal courts with preexisting jurisdiction may resolve related claims in the same pending case, and nothing in the FAA (or *Badgerow*) overrides the ordinary jurisdictional rules in this setting. The judgment should be affirmed.

STATEMENT

A. Statutory Background

1. In 1925, Congress enacted the FAA to "ensure judicial enforcement of privately made agreements to arbitrate." *Dean Witter Reynolds, Inc.* v. *Byrd*, 470 U.S. 213, 219 (1985). That was Congress's "'preeminent concern'" in passing the Act, and this Court has emphasized that "principal objective when construing the statute." *Id.* at 220-221; see also *Mitsubishi Motors Corp.* v. *Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 625-626 (1985). "While the Federal Arbitration Act creates federal substantive law," it generally says nothing about jurisdiction: "it does not create any independent federal-question jurisdiction under 28 U.S.C. § 1331[] or otherwise." *Southland Corp.* v. *Keating*, 465 U.S. 1, 15-16 n.9 (1984); see also *Vaden* v. *Discover Bank*, 556 U.S. 49, 62-68 (2009) (describing limited exception in 9 U.S.C. 4). At the same time, it also does

not strip away any independent jurisdictional grant (under 28 U.S.C. 1331 or otherwise), instead providing federal rights for "cases [otherwise] falling within a court's jurisdiction." *Hall Street Assocs., LLC* v. *Mattel, Inc.*, 552 U.S. 576, 582 (2008).

If a party refuses to honor an arbitration contract, the Act authorizes federal courts to enforce the parties' agreement: "A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate" may petition to compel arbitration before "any United States district court which, save for such agreement, would have *jurisdiction under title 28*, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy between the parties." 9 U.S.C. 4 (emphasis added). The FAA further requires federal courts to stay existing proceedings referred to arbitration. 9 U.S.C. 3.[1] Finally, the Act "supplies mechanisms for enforcing arbitration awards: a judicial decree confirming an award, an order vacating it, or an order modifying or correcting it." *Hall Street*, 552 U.S. at 582 (citing 9 U.S.C. 9-11). These latter provisions specifically contemplate adjudication by a "United States court." 9 U.S.C. 9, 10(a), 11.

2. In 1990, Congress enacted the supplemental-jurisdiction statute, 28 U.S.C. 1367, which codified existing judicial rules regarding pendent and ancillary jurisdiction. See Judicial Improvements Act of 1990, Pub. L. No. 101-650, Tit. III, § 310(a), 104 Stat. 5113-5114. Section 1367(a) empowers federal courts with original jurisdiction to decide all "related" claims forming part of "the same case or controversy." 28 U.S.C. 1367(a). Nothing in Section 1367 suggests Congress exempted the FAA from the ordinary rules of supplemental jurisdiction.

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[1] As petitioner notably acknowledges, "a Section 3 stay *preserves* federal jurisdiction." Pet. Br. 24 (emphasis in original).

B. Facts And Procedural History

1. Petitioner was employed as a security guard at the Chateau Marmont—a hotel in West Hollywood, California. In March 2020, he was laid off (along with hundreds of other hotel employees) because of COVID-19's impact on the hospitality industry. C.A. App. A6-A7. Over half a year later, petitioner filed a discrimination charge with the EEOC, which issued him a right-to-sue letter a week later. *Id.* at A7.

As the Chateau Marmont reminded petitioner's counsel, petitioner and the Chateau Marmont had an enforceable arbitration agreement for all employment-related claims. Pet. App. 12a. Nevertheless, petitioner filed suit in New York federal court, naming as defendants four of the respondents here—Andre Balazs (a partial owner of the Chateau Marmont); Andre Balazs Properties; Balazs Investors, LLC; and HotelsAB, LLC (collectively the Balazs respondents). Petitioner targeted these parties despite (i) none of the Balazs respondents serving as his actual employer at any point; (ii) the lawsuit focusing solely on claims from petitioner's employment with the Chateau Marmont (which petitioner did *not* sue); and (iii) petitioner failing to include the named defendants in his EEOC charge. Petitioner structured the suit this odd way in an obvious attempt to avoid his binding arbitration agreement.

2. a. Petitioner invoked federal jurisdiction (under both 28 U.S.C. 1331 and 1332) in the same court he now contends lacks jurisdiction to decide the post-arbitration proceedings. Pet. App. 15a; C.A. App. A7. All parties agree the district court had jurisdiction over this action when the suit was initiated.

The Balazs respondents promptly moved to compel arbitration and/or stay the action, asserting petitioner's arbitration agreement covered all pending claims from his

employment with the Chateau Marmont. Pet. App. 12a. The district court agreed with the Balazs respondents; it accordingly stayed the action pending arbitration, retained jurisdiction, and required periodic status reports. *Ibid.*; see also C.A. Supp. App. SA19.

b. In August 2021, petitioner initiated arbitration with JAMS. The arbitral proceedings were marked by petitioner's persistent misconduct:

*he attempted to withdraw from the arbitration on baseless grounds;

*he tried to add new parties and new claims while reinventing his story at the tail end of discovery;

*he refused to appear for deposition, despite repeated orders;

*he requested a last-minute postponement of the long-scheduled merits hearing based on a (never-substantiated) "medical emergency"; and

*at that merits hearing, petitioner's (then-)counsel rested without an opening statement, witnesses, or evidence—apparently (as the arbitrator concluded) to "manufacture a ground for vacating any Award."

C.A. App. A181, A193-A200.

The arbitrator underscored the egregiousness of petitioner's behavior: "[T]he extent of vexatious conduct by [petitioner] and his counsel in this case is beyond unusual—it exceeds that found in any of the hundreds of other cases to which I have been appointed as an arbitrator." C.A. App. A184. The arbitrator issued a final award in favor of the Chateau Marmont on all claims. Pet. App. 14a. The final award sanctioned petitioner and his attorney a total of $34,443 for arbitration misconduct. *Ibid.*

c. While the arbitration was pending, the parties filed regular status reports with the district court. D. Ct. Docs. 33-35, 37-39, 41, 53, 58, 60, 66. During the same period, petitioner repeatedly returned to district court to seek

(and re-seek) various forms of relief, including to lift the stay and obtain (vague) injunctive relief. Pet. App. 13a. At no point during those interim proceedings did petitioner maintain federal jurisdiction had lapsed.

3. Once the arbitration was final, the Balazs respondents moved to confirm the final award, and the district court permitted the Chateau Marmont to join that motion as the actual respondent from the underlying arbitration. Pet. App. 11a.

Petitioner opposed respondents' motion to confirm on the merits and—for the first time—on jurisdictional grounds. Pet. App. 15a. Despite asserting the court lacked jurisdiction over the motion to confirm, petitioner cross-moved to vacate the final award. *Id.* at 16a-17a. Petitioner offered no explanation why the court would lack jurisdiction over some FAA post-arbitration motions but still retain jurisdiction over others. Petitioner did not file a motion to vacate the final award in any other court.

The district court ultimately confirmed the final award. Pet. App. 28a. It first concluded it retained jurisdiction over the FAA post-arbitration motions because it had jurisdiction when it "stayed the action pending arbitration." *Id.* at 15a-16a (citing *Cortez Byrd Chips, Inc.* v. *Bill Harbert Constr. Co.*, 529 U.S. 193, 202 (2000)). It then found confirmation was mandatory because petitioner failed to present any basis to vacate the award. *Id.* at 15a-28a.

4. The Second Circuit affirmed. Pet. App. 1a-10a.

The court initially concluded the district court had jurisdiction to decide the FAA post-arbitration motions. Pet. App. 5a-7a. As the court explained, that result followed under this Court's existing law: "a 'court with the power to stay the action under § 3 [of the FAA] has the further power to confirm any ensuing arbitration award.'" *Id.* at 6a (quoting *Cortez Byrd*, 529 U.S. at 202). And the

court declared the same result followed under existing circuit authority: "'[A] court which orders arbitration retains jurisdiction to determine any subsequent application involving the same agreement to arbitrate, including a motion to confirm the arbitration award.'" *Id.* at 7a (quoting *Smiga* v. *Dean Witter Reynolds, Inc.*, 766 F.2d 698, 705 (2d Cir. 1985)).

The court then rejected petitioner's argument that *Badgerow* compelled a different result. Pet. App. 6a-7a. As the court explained, *Badgerow* "involved an action commenced * * * for the sole purpose of vacating an arbitral award." *Id.* at 6a-7a. The court found that posture "unlike the present action, which started as a federal question suit *before* it was stayed pending arbitration." *Ibid.* (emphasis added). Because that distinct setting rendered *Badgerow* inapposite, the court held the relevant pre-*Badgerow* decisions still controlled. *Ibid.* It accordingly concluded "the district court retained jurisdiction following its stay pending arbitration to confirm the resulting award" (*ibid.*),[2] and it found no reason to disturb the district court's confirmation order (*id.* at 7a-9a).

SUMMARY OF ARGUMENT

Consistent with established doctrine, federal courts with preexisting jurisdiction have the power to resolve FAA post-arbitration motions, and nothing in *Badgerow* or the FAA overrides the ordinary jurisdictional rules in this setting.

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[2] Although the court recognized a circuit conflict on this issue, it noted the Fourth Circuit stood alone on petitioner's side of the split. See Pet. App. 7a (citing *SmartSky Networks, LLC* v. *DAG Wireless, Ltd.*, 93 F.4th 175 (4th Cir. 2024)). Petitioner has likewise conceded the Fourth Circuit is the sole outlier refusing jurisdiction in this context. See, *e.g.*, Pet. 13-18 (citing contrary decisions from the Second, Third, Fifth, Seventh, Eighth, Tenth, and Eleventh Circuits).

A. 1. Start with traditional supplemental jurisdiction: Under 28 U.S.C. 1367(a), federal courts with original jurisdiction are empowered to decide all "related" claims forming part of "the same case or controversy." That statutory grant squarely applies here. The FAA post-arbitration motions are not merely "related" to the original dispute; they *resolve* that dispute. Everything is part and parcel of the same case or controversy, and there is every reason for the same court in the same pending case to consider this single dispute together. There is no basis for forcing parties to start over in state court merely because a "related" claim falls outside original jurisdiction.

Although Section 1367(a) is directly applicable on its face, there is one reason it might not apply: any "extra" jurisdiction might not even be *necessary*. The FAA motions are part of the original action and work to resolve the original claims. To the extent FAA motions finalize a settlement of the original claims, the original grant of jurisdiction supplies all the power anyone needs. But at the very least, Section 1367(a) confirms federal courts can resolve the entire controversy once vested with original jurisdiction.

2. Section 1367 directly refutes each of petitioner's core objections.

Petitioner initially argues that Congress required post-arbitration jurisdiction in maritime cases alone (see 9 U.S.C. 8), and any attempt to expand post-arbitration jurisdiction beyond that context reads Section 8's mandatory language out of the statute. Yet petitioner ignores that Section 8's command is *mandatory*, while Section 1367(a) is *discretionary*. There is no conflict between *requiring* post-arbitration jurisdiction in one setting and *permitting* it everywhere else.

Nor does it make any difference that most FAA provisions do not *independently* confer jurisdiction. Because

post-arbitration jurisdiction ordinarily vests under Title 28, there is no need to identify a redundant basis for jurisdiction in the FAA.

Petitioner next argues that parties will abuse the system by filing federal litigation to create a "jurisdictional anchor" for FAA post-arbitration motions. But this is a non-existent problem with a straightforward solution. First and foremost, there is zero real-world evidence parties engage in this kind of odd behavior; any effort to gin up a jurisdictional anchor would often be self-defeating (given the FAA's separate requirements, many of which "anchoring" litigants could not meet); and courts have regularly exercised supplemental jurisdiction in this context for decades without any obvious concerns. There is no need to upset settled practice on the off-chance that a tiny fraction of litigants might hypothetically engage in future abuse. Besides, petitioner overlooks Section 1367(c)'s fail-safe for abusive actions: any court concerned that a party improperly gamed the system always has discretion to refuse supplemental jurisdiction and dismiss.

B. 1. Established jurisdictional rules reaffirm Section 1367(a)'s plain-text command. Under settled principles of ancillary jurisdiction, federal courts with *preexisting* jurisdiction can decide related claims in the same pending case without identifying a duplicative basis for original jurisdiction. And even when an original case is settled, courts can exercise ancillary jurisdiction to police a settlement if the settlement's terms are captured in the decree.

Those principles confirm jurisdiction here. The arbitration award is the contractual resolution of the parties' claims, and the FAA post-arbitration motions enforce that settlement in the same pending case. The court here never relinquished jurisdiction, it stayed the case (which peti-

tioner admits "preserves" jurisdiction), and it unremarkably retained power to decide a movant's FAA rights in the original (and still pending) federal action.

2. Petitioner resists this conclusion on the ground that settlement disputes fall outside ancillary jurisdiction. But petitioner simply misreads this Court's decisions: settlement disputes escape ancillary jurisdiction when filed as *freestanding* actions after the settled case is dismissed. But this Court confirmed that the opposite rule applies where the court retains jurisdiction or the original case is still pending—which exactly describes the FAA post-arbitration context. Petitioner's contrary view flips the law on its head.

C. The judicial exercise of post-arbitration jurisdiction promotes the FAA's purpose and Congress's scheme, while petitioner's contrary theory invites untenable and incoherent results.

1. Petitioner claims that Congress intended the FAA to encourage litigants to keep arbitrable claims out of court. True enough, but that does not mean Congress did not envision courts (and in particular federal courts) to play a supervisory role. To the contrary, the FAA expressly envisions such a role and specifies certain "supervisory" functions. By retaining jurisdiction, federal courts can oversee the entire case and perform those functions, including "facilitating recovery" on the "arbitral award." This provides all sides with a fair and efficient path to finality, and it avoids unnecessary costs and complexity by needlessly multiplying litigation—forcing parties to initiate new cases in state court when a pending federal action can easily resolve the dispute.

2. Petitioner's contrary approach would frustrate Congress's design and invite a procedural morass.

First, petitioner's position would unnecessarily bifurcate arbitration-based challenges, splitting FAA claims

onto separate tracks in state and federal court. Parties wishing to challenge the initial order compelling arbitration would be stuck taking a federal appeal while simultaneously litigating FAA post-arbitration motions in a state venue. And it gets worse: petitioner acknowledges that a stay preserves federal jurisdiction, but envisions a world in which jurisdiction exists in federal court until the arbitration is done, at which point the parties must start over in state court. This could result in cases bouncing back and forth and back again, if, for example, an arbitral award is vacated and the matter returns to federal litigation.

There is no reason to think Congress endorsed this bewildering two-track scheme or tolerated the friction and inefficiency of competing federal and state actions. On the contrary: When the federal court with power to compel arbitration is the same court with power to stay proceedings and decide post-arbitration motions, the entire dispute can be resolved in a unitary proceeding—including addressing the entire universe of possible challenges in a single appeal.

Second, petitioner has no coherent answer for how his theory accommodates motions under 9 U.S.C. 5 and 7—which facilitate a pending arbitration. These motions will arise while a federal case is stayed, and petitioner concedes "a Section 3 stay *preserves* federal jurisdiction" (Pet. Br. 24). But this leaves petitioner in a bind. It is perplexing to suggest federal courts lack power to enforce intervening FAA rights during a mandatory stay—especially while those courts *retain power* and the stay *facilitates arbitration*. But it is equally perplexing to think courts can enforce Sections 5 and 7 *without* identifying an independent jurisdictional basis if the *opposite* rule applies for Sections 9-11. Petitioner can pick his poison, but

he cannot avoid reading a strange disconnect into the statute.

Third, petitioner has no sensible response to a simple question: if courts lack jurisdiction to decide post-arbitration motions (in pending cases indisputably vested with original jurisdiction), *when exactly does jurisdiction lapse*? The original claims vest the court with jurisdiction, and those claims remain pending until the court finally disposes of the action. Yet the FAA post-arbitration motions arise at the same time—while the court has jurisdiction and while those claims remain pending. Given that Congress crafted FAA mechanisms to supervise the dispute and enforce the arbitral award, it is odd indeed to think jurisdiction suddenly vanishes the instant the arbitration concludes—especially while the overall case remains live and the underlying claims remain unresolved.

D. Nothing in *Badgerow* or the FAA overrides the ordinary jurisdictional rules in the post-arbitration context.

1. Petitioner insists *Badgerow* upended the usual jurisdictional framework, but he plainly misunderstands that decision. *Badgerow* held the FAA itself did not supply jurisdiction to resolve a federal suit filed *for the first time* post-arbitration. That has nothing to do with a court's power to decide FAA post-arbitration motions in *preexisting* litigation. There is an obvious difference between pending and freestanding cases, and *Badgerow* did not cast doubt on Title 28 or supplemental jurisdiction—much less the sensibility of permitting federal courts in *existing* actions to resolve FAA motions in pending disputes.

2. Nor does *Badgerow*'s understanding of the FAA undermine Title 28's traditional scope. Unlike *Badgerow*, the parties here do not need the FAA to confer jurisdiction because *Title 28* confers jurisdiction. Petitioner can only sidestep Title 28 (Sections 1331, 1332, and 1367) by saying

the FAA somehow impliedly repeals Title 28 in this context. But he cannot remotely muster the necessary showing. One federal law will not preclude another unless the two provisions are irreconcilable, and these two provisions (the FAA and Title 28) work perfectly in tandem—by design—without any friction. There is no basis to conclude Congress stripped away traditional federal judicial power in the FAA post-arbitration context alone.

3. a. Contrary to petitioner's contention, the FAA does not create a "reticulated jurisdiction scheme" that occupies the entire field. His argument presumes post-arbitration jurisdiction is "judge-made"—which Title 28 most certainly is not. And he wrongly believes the FAA's limited jurisdictional treatment displaces everything else, ignoring both the limited reach of the FAA's few relevant provisions (Sections 4 and 8) and the FAA's general reliance on Title 28, the common source of federal power in routine FAA cases. Far from interfering with the FAA, courts promote the FAA's "supervisory" role by exercising post-arbitration jurisdiction.

b. Petitioner finally invokes the FAA's post-arbitration provisions for "notice" and "service," and insists those provisions are out of place in a preexisting "anchor" lawsuit—which, according to petitioner, proves "anchor" lawsuits cannot support FAA post-arbitration litigation. Yet petitioner ignores that the identical theory was flatly rejected in *Cortez Byrd*. That case examined the FAA's post-arbitration *venue* provisions, and the Court concluded the FAA provisions were permissive, not mandatory, and expanded, not restricted, where parties could sue. The same rationale applies here: any party who has already satisfied the general rules for notice and service can safely proceed to the FAA post-arbitration setting without (bizarrely) *re-noticing* and *re-serving* the same parties in the same pending lawsuit. Petitioner's contrary

view ignores this Court's dispositive construction of the identical statutory provisions and flouts common sense.

ARGUMENT

CONSISTENT WITH ESTABLISHED DOCTRINE, FEDERAL COURTS WITH PREEXISTING JURISDICTION MAY RESOLVE POST-ARBITRATION QUESTIONS IN THE SAME PENDING CASE

A. Federal Courts With Preexisting Jurisdiction May Resolve Post-Arbitration Questions Under Section 1367 And Basic Principles Of Supplemental Jurisdiction—If Any Extra Jurisdiction Is Even Necessary

1. a. Under a straightforward application of Section 1367 and supplemental jurisdiction, federal courts in pending cases have the power to decide FAA post-arbitration motions: "in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related * * * they form part of the same case or controversy." 28 U.S.C. 1367(a).

Section 1367(a)'s command is unambiguous: once a court has original jurisdiction, it can resolve all "related" claims in the same federal case. That command applies categorically to *any* type of claim arising out of the same constellation of facts. See 28 U.S.C. 1367(a) (applying "in *any* civil action"; granting "jurisdiction over *all* other claims") (emphases added). There is no exception for the FAA or arbitration. And there is no requirement that "related" claims *independently* qualify for federal jurisdiction (which would render Section 1367 itself irrelevant). The entire point is to permit the same court to decide the same controversy in its entirety—even where original "jurisdiction" over related claims is "otherwise * * * lacking"

(Pet. Br. i). See *City of Chicago* v. *International Coll. of Surgeons*, 522 U.S. 156, 167 (1997).

This prudent, commonsense exercise of jurisdiction promotes judicial economy and avoids piecemeal litigation. It reduces systemic costs and undue complexity while still limiting federal courts to cases with an appropriate federal nexus. And it recognizes the pointless exercise of forcing parties to start over in state court simply because a "related" claim falls outside original jurisdiction. So long as each claim involves "the same case or controversy," the federal court has jurisdiction to resolve the entire dispute. 28 U.S.C. 1367(a); see also, *e.g.*, *Royal Canin USA, Inc.* v. *Wullschleger*, 604 U.S. 22, 31 (2025); *Int'l Coll.*, 522 U.S. at 164-165.[3]

b. Here, the parties' FAA post-arbitration litigation falls squarely within Section 1367's jurisdictional grant. This case mirrors the common fact-pattern: the district court had original jurisdiction; it compelled arbitration and stayed the case; the federal claims were resolved in the ensuing arbitration; and the parties returned to the same court *in the same pending case* to confirm or vacate the award—thus finalizing both the arbitral process and the pending claims themselves.

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[3] *Royal Canin*'s conclusion that there is no supplemental jurisdiction where federal claims are "gone" does not help petitioner. 604 U.S. at 33 (describing a formal pleading amendment "excising all federal claims"). When a case is stayed pending arbitration, the original claims are not "gone"—they are *stayed*. 9 U.S.C. 3. Nor do these claims automatically disappear once the arbitration is over. The original claims remain pending in the case unless and until the arbitration is final, the award is confirmed, and a final judgment is entered—which finally dismisses those claims. Indeed, if petitioner's FAA motion to vacate had prevailed, the district court potentially could have *adjudicated* petitioner's claims—which is not possible once claims are "gone for good." *Royal Canin*, 604 U.S. at 33.

Congress authorized jurisdiction in precisely this setting. The original suit's federal claims vested the court with "original jurisdiction." 28 U.S.C. 1331, 1367(a). The arbitration award was the contractual resolution of those claims. See, *e.g.*, *Badgerow* v. *Walters*, 596 U.S. 1, 9, 18 (2022). The post-arbitration controversy is not merely "related" to the original dispute—it *resolves* that dispute. It is *literally* the same "case or controversy." The arbitration award arises from the initial claims in the same way a final judgment arises from the initial complaint. The relevant question is not whether the different phases (initial filing versus post-arbitration) are "factually interdependent" (contra Pet. Br. 5, 17-18, 44-46); the question is whether the FAA "claims" are part of the "same case or controversy" (28 U.S.C. 1367(a)). See *Int'l Coll.*, 522 U.S. at 165. And it is a mystery how an effort to resolve a pending dispute is somehow not *part of that same pending dispute*.[4]

This unremarkable result directly advances Section 1367's core purpose. There is every reason for courts in pending cases to decide "related" FAA motions and resolve the full controversy. That is the entire point of supplemental jurisdiction: serving "the practical need" of "'effectively [resolving] an entire, logically entwined lawsuit.'" *Peacock* v. *Thomas*, 516 U.S. 349, 355 (1996); accord *Int'l Coll.*, 522 U.S. at 167. It avoids multiplying actions

[4] Contrary to petitioner's contention, it makes no difference that the substance of the FAA motions may differ from the substance of the underlying claims. Contra Pet. Br. 45-46 (flagging new "issues" like the arbitrator's "refus[al] to adjourn" certain hearings). Section 1367(a) does not require "related" claims to involve the same facts or elements; it requires "related" claims to involve the "*same case or controversy*." 28 U.S.C. 1367(a) (emphasis added). And petitioner's underlying claims *and the settlement of those claims* unquestionably involve the same dispute.

and burdening parties with (redundant) piecemeal litigation. *Smith* v. *Spizzirri*, 601 U.S. 472, 478 (2024). It avoids burdening state courts with new post-arbitration lawsuits—especially when an existing federal action could easily resolve the entire case. *Ibid.*

Once original jurisdiction exists, federal courts have always had discretion to decide "related" claims in the same suit, even those arising exclusively under state law. There is no reason courts would suddenly have *less* power to decide related *federal* questions under the FAA.[5]

c. Although the Court has not yet resolved jurisdiction in this context, Section 1367(a) provides the obvious doctrinal hook for this Court's own (passing) commentary on the question presented: "the court with the power to stay the action under [FAA] § 3 has the further power to confirm any ensuing arbitration award." *Cortez Byrd Chips, Inc.* v. *Bill Harbert Constr. Co.*, 529 U.S. 193, 202 (2000).

Petitioner's attempt to sidestep *Cortez Byrd*'s unequivocal language falls short. He first suggests the Court "merely recited the holding from *Marine Transit* [*Corp.* v. *Dreyfus*, 284 U.S. 263 (1932)]," an admiralty case under 9 U.S.C. 8, and the Court's "endorsement" was thus necessarily *limited* to Section 8. Pet. Br. 16, 38-39. Yet *Cortez Byrd* was *not* a Section 8 case, and the Court's language nowhere hints its view was cabined to that single (inapplicable) provision. Quite the contrary, the Court articulated its jurisdictional theory in the context of avoiding "needless tension" between "[FAA] § 3 and §§ 9-11" (529 U.S. at 201-202)—the very tension petitioner's theory "needless[ly]" invites here. See Part C, *infra*.

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[5] Indeed, the FAA application is heard as a *motion* in the same case. 9 U.S.C. 6. If courts can decide related *claims*, assuredly they can decide related *motions*.

Nor does petitioner fare any better with a second observation: *Cortez Byrd* "was saying only that *if* federal jurisdiction exists * * * then the federal court that initially exercised jurisdiction could confirm the arbitration award." Pet. Br. 39 (emphasis in original). That concession gives away the game: it is undisputed here that "federal jurisdiction" *did* "exist[]" (given petitioner's initial federal claims), and thus "the federal court * * * *could* confirm the arbitration award." *Ibid.* (emphasis added). Simply put: we agree.

d. Section 1367's application here is such an obvious fit that only one reason explains why it might not apply: any "extra" jurisdiction might not even be *necessary*. These FAA motions (which are part of the *original* action) work to resolve the *original* claims—a task captured by the original jurisdictional grant. *E.g.*, *Badgerow*, 596 U.S. at 9 (arbitration effectively "settles" the claims). Just as courts exercise power to review other settlements before dismissing,[6] the court here can review the FAA post-arbitration motions before entering judgment and extinguishing the claims.

Because "[j]urisdiction to decide the case includes jurisdiction to decide the motion" (*Badgerow*, 596 U.S. at 15), there is usually no need to identify a *new* jurisdictional basis for every filing. To the extent FAA motions are simply part and parcel of resolving the *original* claims (in a continuing case), the original grant of jurisdiction supplies all the power anyone needs. And there is no need to identify *more* jurisdiction before exercising *existing* jurisdiction to resolve the original dispute.

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[6] See, *e.g.*, 31 U.S.C. 3730(b)(1), (c)(2)(B); Fed. R. Civ. P. 23(e); Fed. R. Civ. P. 41(a)(2).

e. In any event, even if FAA motions fall beyond the original jurisdictional grant, Section 1367(a) directly confirms jurisdiction in the post-arbitration context—presenting the easiest way to resolve this case.

There is no need to parse whether FAA motions are separate claims, nor to puzzle over a new standard or craft a new FAA-specific rule. Congress supplied the rule of decision in the U.S. Code itself. Section 1367(a) authorized a "broad grant" of power, confirming that federal courts can resolve an entire controversy once vested (as here) with original jurisdiction. *Exxon Mobil Corp.* v. *Allapattah Servs., Inc.*, 545 U.S. 546, 558 (2005). There is no need for a *second* independent jurisdictional basis when original jurisdiction already exists (*Int'l Coll.*, 522 U.S. at 167), and there is certainly no license to depart from Section 1367(a)'s plain command in this context alone.

2. Section 1367 answers every core objection petitioner raises.

a. As for the text: Petitioner says respondents' position is inconsistent with 9 U.S.C. 8. According to petitioner, Section 8 expressly confers post-arbitration jurisdiction in maritime cases; there is no similar grant of FAA jurisdiction anywhere else; and Congress's failure to include a similar FAA grant for non-maritime cases must be deliberate. Pet. Br. 2-3, 15, 26-29 (invoking Section 8's command that courts "shall retain jurisdiction to enter its decree").

Short answer: Petitioner ignores that Section 8's command is *mandatory* ("shall retain jurisdiction"); Section 1367(c) is *discretionary* ("may decline * * * jurisdiction"). Section 1367's design is straightforward: subsection (a) grants courts supplemental jurisdiction over "related" claims, and subsection (c) grants courts limited discretion *not* to exercise that jurisdiction. See 28 U.S.C. 1367(c);

Royal Canin, 604 U.S. at 27, 32. Accordingly, outside maritime cases, courts facing FAA post-arbitration motions have the option to dismiss in appropriate settings.

This shows the clear daylight between Section 8's treatment of maritime cases and all other disputes. There is nothing inconsistent about requiring courts to enter judgment upon the decree in maritime cases and leaving discretion to decide post-arbitration motions everywhere else. Contra Pet. Br. 26-29.

To be sure, courts overwhelmingly should (and will) retain jurisdiction to decide post-arbitration issues: FAA motions involve federal rights under a federal statute in a pending federal case; there is no comparative advantage to sending the dispute to state court (it is not a state-law claim, cf. 28 U.S.C. 1367(c)(1)); and there is minimal additional work given the "limited" nature of FAA post-arbitration review (*Hall Street Assocs., LLC* v. *Mattel, Inc.*, 552 U.S. 576, 588 (2008)). And, in fact, declining to exercise jurisdiction would frustrate "the supervisory role that the FAA envisions for the [district] courts." *Spizzirri*, 601 U.S. at 478.

But even if courts always retain jurisdiction, a court's *discretion* to dismiss eliminates any perceived inconsistency with Section 8 (where jurisdiction is *mandatory*). Contrary to petitioner's view, Section 1367(a) and Section 8 operate together without any possible conflict. And Section 1367(a) alone supplies discretionary jurisdiction for (non-maritime) cases otherwise falling within a court's original jurisdiction.[7]

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[7] In any event, the fact that Congress directed courts to retain jurisdiction in one setting (where losing jurisdiction over a vessel would defeat recovery, see *Marine Transit*, 284 U.S. at 275) says nothing about Congress *not* wanting courts to retain similar jurisdiction elsewhere. It simply suggests Congress addressed one area explicitly

Aside from Section 8, Petitioner's remaining textual arguments are limited. He maintains the FAA's other provisions (Sections 3, 4, and 9-10) do not *independently* confer jurisdiction. And yet—no one said otherwise. Because jurisdiction vests under Title 28, there is no need to identify a redundant basis for jurisdiction under the FAA. Petitioner, again, is simply asking the wrong question. See Part D, *infra*.

b. As for policy concerns: Petitioner insists parties will abuse the system and file federal suits simply to create a "jurisdictional anchor" for FAA post-arbitration motions. Pet. Br. 33-36. Petitioner's "anchoring" concerns appear conjured out of whole cloth, but even if not, Section 1367(c) itself provides a complete answer to any strategic mischief.

First and foremost, there is no evidence this is a real-world problem. Petitioner's forum-shopping hypotheticals are just that—*hypothetical*. He references "Party A" and "Party B" (Pet. Br. 34-35) because apparently there are no *actual* Party As or Party Bs. He offers zero concrete examples of real-life litigants deliberately filing "anchor" suits in the hope federal courts might be available post-arbitration.

And his lack of concrete evidence is unsurprising: Parties typically decide to sue *where they wish to litigate* or *where they wish to compel arbitration*; it is the odd party who files suit merely to retain federal jurisdiction months or years down the road for (future) post-arbitration motions. And even if these fictional parties exist somewhere, their efforts would often fail under the FAA's own terms:

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while not addressing the entire field—at least not in the FAA itself. There is no actual inconsistency between courts exercising mandatory jurisdiction under FAA maritime cases and courts exercising jurisdiction (mandatory or otherwise) under Title 28 in non-maritime disputes.

in order to invoke Section 4, a party must be "aggrieved" by another party's failure or refusal to arbitrate. 9 U.S.C. 4. There is no such thing as a viable "anchor" suit where both parties agree arbitration is appropriate. And if a *plaintiff* files suit hoping to arbitrate (and wishing to "anchor" federal jurisdiction), that plaintiff plays a dangerous game: the act of litigating risks *forfeiting* the right to arbitrate. See *Morgan* v. *Sundance*, 596 U.S. 411, 413 (2022). Unless the defendant happens to invoke the arbitration provision, the underhanded plaintiff would shoot himself in the foot.

Anyway, if these hypotheticals ever come to life, Section 1367(c) has a built-in solution. Under that provision, jurisdiction is *permissive* post-arbitration; it is not mandatory. That discretionary power provides a fail-safe in the rare circumstance where parties might somehow act in an abusive fashion. See 28 U.S.C. 1367(c)(4) (permitting dismissal "in exceptional circumstances" for "compelling reasons"); *Int'l Coll.*, 522 U.S. at 172. Any court concerned that a party gamed the system and created unnecessary burdens or costs can always refuse to exercise supplemental jurisdiction. In light of Section 1367(c)'s existing mechanism to avoid rewarding bad behavior, there is no reason to categorically foreclose jurisdiction across the board, especially not on the off-chance that a tiny fraction of real-life claimants will behave badly.

Simply put, courts have routinely exercised jurisdiction in this setting for decades. See Pet. 13-18 (so conceding). The system has functioned well, both pre- and post-*Badgerow*, and the sky certainly has not fallen. If petitioner's hypothetical concerns ever become reality, courts

can adjust (by exercising Section 1367(c)(4)'s discretionary power) or Congress can respond. There is no need to preemptively flip the boat.[8]

B. Longstanding Jurisdictional Rules And Procedural Norms Further Reinforce The Plain-Text Reading Of Section 1367

1. Section 1367's plain-text command is consistent with longstanding jurisdictional rules. Although Section 1367(a) establishes post-arbitration jurisdiction on its own, this Court's background doctrine confirms the court's power under Section 1367(a).[9]

a. Under longstanding principles of ancillary jurisdiction, federal courts with preexisting jurisdiction can decide related claims in the same case without re-establishing original jurisdiction. The doctrine requires a "primary lawsuit" with "an independent [jurisdictional] basis," and the court must assert "jurisdiction" over the primary claims "before * * * assert[ing] jurisdiction over ancillary claims." *Peacock*, 516 U.S. at 355. But once jurisdiction vests in the initial action, "ancillary jurisdiction" permits the court "'effectively to resolve an entire, logically entwined lawsuit.'" *Ibid.* (quoting *Owen Equip. & Erection Co.* v. *Kroger*, 437 U.S. 365, 377 (1978)).

As relevant here, ancillary jurisdiction also permits courts to resolve certain claims without an ongoing case: if the parties settle the primary lawsuit and the court's decree "retain[s] jurisdiction over the settlement," federal

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[8] Petitioner's concern is especially inapposite on this record: petitioner himself initiated suit in federal court. Pet. Br. 9. Thus if anyone tried to create a jurisdictional anchor, it was *petitioner*.

[9] Because "Congress codified much of the common-law doctrine of ancillary jurisdiction as part of 'supplemental jurisdiction' in 28 U.S.C. § 1367," there is obvious overlap between Section 1367 and ancillary jurisdiction. *Peacock*, 516 U.S. at 354 n.5.

courts can later address any settlement disputes. *Kokkonen* v. *Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381-382 (1994).

b. These settled principles support jurisdiction in the FAA post-arbitration context. An arbitration award is the "contractual resolution of the parties' dispute." *Badgerow*, 596 U.S. at 9 (deeming arbitration award a "settlement[]"); accord Pet. Br. 43. The district court retained jurisdiction at all relevant times: it asserted original jurisdiction over the initial complaint (28 U.S.C. 1331); it stayed the case pending arbitration (9 U.S.C. 3; *Spizzirri*, 601 U.S. at 478); and, after the parties returned to that pending case, it resolved, post-arbitration, the "entwined" FAA motions (*Peacock*, 516 U.S. at 355), effectively enforcing the "settlement." The court's ancillary jurisdiction covers this FAA "settlement"—just as any other court "retain[ing] jurisdiction" has ancillary power over any other "settlement." *Kokkonen*, 511 U.S. at 381-382; see also *Peacock*, 516 U.S. at 354-355.

There is no reason to depart from these traditional principles in the FAA context. As elsewhere, post-arbitration cases involve an original federal claim; the judicial retention of power; and the resulting ability to enforce a settlement. If ancillary jurisdiction applies under other federal schemes (per *Kokkonen* and *Peacock*), it also applies under the FAA.

Indeed, FAA ancillary jurisdiction applies a fortiori for multiple reasons. For one, the original underlying case is *stayed*, not dismissed; there is no need to revive a closed case, and the FAA motions are accordingly filed (and resolved) in an *active* federal proceeding. Compare *Kokkonen*, 511 U.S. at 380-381. For another, FAA motions are *FAA motions*—federal claims filed under a federal statute. Even if functionally deemed "contractual" in nature (*Badgerow*, 596 U.S. at 9), the movant invokes federal

rights under federal law, and those rights are appropriate for resolution in a federal court already vested with federal jurisdiction. *Spizzirri*, 601 U.S. at 478.

2. Petitioner resists this conclusion, but his understanding contravenes this Court's decisions.

According to petitioner, *Kokkonen* and *Peacock* "reject[] the ancillary-jurisdiction doctrine" for "disputes arising from settlement agreements." Pet. Br. 44-45. Yet *Kokkonen* and *Peacock* stand for the *opposite* proposition—at least where a case is still pending, *Peacock*, 516 U.S. at 354-355; or the court "retain[s] jurisdiction," *Kokkonen*, 511 U.S. at 381. Petitioner instead focuses on the wrong part of the discussion, relying on irrelevant language for "subsequent proceedings" filed post-dismissal: "When a party has obtained a valid federal judgment, only extraordinary circumstances, if any, can justify ancillary jurisdiction over a *subsequent suit* like this." *Peacock*, 516 U.S. at 356, 359 (emphases added); see also *Kokkonen*, 511 U.S. at 381 (rejecting jurisdiction over a settlement dispute after the "dismissal of an earlier federal suit").

As this Court confirmed, these are distinctions *with* a difference: "In a subsequent lawsuit involving claims with no independent basis for jurisdiction, a federal court lacks the threshold jurisdictional power that exists when ancillary claims are asserted in the same proceeding as the claims conferring federal jurisdiction." *Peacock*, 516 U.S. at 355 (citing *Kokkonen*, 511 U.S. at 380-381). Although ancillary jurisdiction may cover a pending action, "once judgment [i]s entered," "the ability to resolve simultaneously factually intertwined issues vanishe[s]." *Ibid.*

Petitioner thus stands the relevant rule upside-down. It is one thing to revive judicial power after an unqualified dismissal terminates jurisdiction. See *Kokkonen*, 511 U.S. at 380-381. It is another thing entirely when jurisdiction never lapses, a judicial action remains pending, and the

original claims are still before the court. An FAA stay does not terminate the action or enter judgment; it merely pauses the case until the parties return. This is one better than "retain[ing] jurisdiction" in a decree—FAA post-arbitration motions *precede* any decree, and the "entwined" FAA motions enforce a "settlement" in a pending case. *Peacock*, 516 U.S. at 355. Contrary to petitioner's view, that is an optimal candidate for ancillary jurisdiction. Cf. 28 U.S.C. 1367(a) (same result).

C. The FAA's Purpose And Scheme Are Consistent With Resolving Post-Arbitration Motions In A Pending Federal Case—And Petitioner's Contrary Theory Invites Bizarre And Incoherent Results

1. A straightforward application of ordinary jurisdictional principles promotes the FAA's purpose and Congress's scheme.

a. By retaining jurisdiction, federal courts can perform "the supervisory role that the FAA envisions," including "facilitating recovery on an arbitral award." *Spizzirri*, 601 U.S. at 478 (citing 9 U.S.C. 9). This offers a streamlined, efficient path to finality: parties can return to an existing vehicle and seek resolution of FAA rights in an active proceeding. In this Court's own assessment, retaining "the suit on the court's docket makes good sense in light of this potential ongoing role." *Ibid.*

Even if state courts are up to the task, there is no reason to multiply proceedings or increase "costs and complications." *Spizzirri*, 601 U.S. at 478 (noting problems with requiring parties "to bring a new suit and pay a new filing fee to invoke the FAA's procedural protections"). A pending federal case best secures a prompt and efficient disposition while avoiding unnecessary litigation and waste.

That directly advances the FAA's core purpose: "resolving disputes straightaway." *Hall Street Assocs., LLC* v. *Mattel, Inc.*, 552 U.S. 576, 588 (2008).[10]

b. Enforcing a court's post-arbitration jurisdiction further benefits plaintiffs and defendants alike; petitioner's contrary view benefits no one. Indeed, preserving an existing forum protects all sides to a dispute:

*As for plaintiffs: it reduces the risk of defendants seeking to avoid judgments. It is essential for a winning arbitral plaintiff to have ready access to a judicial forum to convert an award into an enforceable judgment. Yet petitioner's position would play directly into the hands of recalcitrant defendants: if federal jurisdiction suddenly vanishes, plaintiffs would be forced to start over and chase down defendants in state court. They would have to file another complaint; pay another filing fee; reinitiate service (once they track down and find the defendant); and only then expend resources getting a state court up to speed from scratch—all while aggressive defendants exploit opportunities to raise every possible roadblock (think lack of personal jurisdiction; alleged defects in service; etc.).

*As for defendants: it reduces the risk of plaintiffs taking advantage of a new forum to relitigate settled issues. Petitioner's position would play directly into the hands of recalcitrant plaintiffs: vexatious litigants will have an easier time burdening defendants when an existing federal

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[10] This Court in *Spizzirri* also highlighted the FAA's other "mechanisms" for "assist[ing] parties in arbitration," including "appointing an arbitrator, see 9 U.S.C. § 5," and "enforcing subpoenas issued by arbitrators to compel testimony or produce evidence, see § 7." 601 U.S. 478. Those tasks are likewise facilitated by recognizing the court's ancillary power to decide all "related" questions. 28 U.S.C. 1367(a).

forum disappears and defendants are forced to identify a new venue to secure finality and obtain closure.

The value of arbitration is diminished significantly when parties face added trouble enforcing awards. There is every reason to let courts in pending cases resolve post-arbitration motions, consistent with the FAA's "supervisory role * * * for the courts." *Spizzirri*, 601 U.S. at 478.[11] No one benefits from multiplying one lawsuit into many by compelling parties, post-arbitration, to start over with a new lawsuit in another venue.

2. Petitioner's contrary position would frustrate the FAA's purpose while introducing an incoherent scheme and procedural morass.

a. As perhaps its biggest flaw, petitioner's position would inevitably bifurcate pre- and post-arbitration challenges, requiring competing litigation on parallel tracks in state and federal court—even potentially leading litigants to ping-pong back and forth.

In order to protect the arbitral process, Congress forbade immediate appeals of orders compelling arbitration. 9 U.S.C. 16(b)(1)-(2); *Coinbase, Inc.* v. *Bielski*, 599 U.S. 736, 740 (2023). That means a party wishing to challenge the initial arbitration order cannot appeal before final judgment. But if federal jurisdiction lapses post-arbitration (generating finality), that same party would be forced to litigate FAA post-arbitration motions in state court—at the same time it could *finally* challenge the pre-arbitration order on federal appeal.

The end result is untenable. The losing party would be stuck with a federal appeal challenging the *pre*-arbitration order while simultaneously litigating *post*-arbitration

[11] Indeed, this is consistent with the FAA's core requirement that courts stay litigation in the first place—the stay "makes good sense in light of this potential ongoing role." *Spizzirri*, 601 U.S. at 478.

challenges in state court. Both proceedings would proceed on parallel tracks, and each would constantly run the risk of mooting the other. The resulting friction and inefficiency are palpable.

And it goes downhill from there. Aside from overlapping proceedings, litigants could find themselves forced to go back and forth between courts—if, for example, a case is initially brought in federal court, arbitration is compelled, the parties are forced post-arbitration to state court, the state court vacates the arbitration decision, and the litigation begins again (or even anew?) in the initial federal venue.

There is no reason to invite overlapping (or seriatim) litigation in multiple courts, and certainly no reason to think Congress endorsed this wildly inefficient scheme of two-track challenges (at the great expense of courts and parties in both state and federal systems). The alternative answer is obvious: "the court with the power to stay the action under [FAA] § 3 has the further power to confirm any ensuing arbitration award." *Cortez Byrd*, 529 U.S. at 202. This channels the entire dispute into a single proceeding, where the same court (and a single appeal) can resolve everything at the same time.

It is implausible that Congress would instead tolerate petitioner's scheme of competing state and federal litigation, each challenging different aspects of the same case in different venues. Petitioner asserts that Congress intended the FAA to "encourage litigants to keep arbitrable claims out of court" (Pet. Br. 3), but the rule he proposes would result in more litigation, not less. Such inexplicable "practical consequences" are reason alone to reject petitioner's theory. *Cortez Byrd*, 529 U.S. at 203.

b. Petitioner's view would also inject other anomalies into the FAA's scheme. Under 9 U.S.C. 3, federal courts are required to retain jurisdiction until the arbitration has

concluded. *Spizzirri*, 601 U.S. at 473-474 (explaining mandatory stay). Yet if petitioner believes each FAA motion must *independently* establish jurisdiction, what does petitioner do with Sections 5 and 7? Those provisions are designed to "assist parties in arbitration." *Spizzirri*, 601 U.S. at 478 (appointing arbitrators and compelling arbitral discovery). Does petitioner truly believe, absent a new jurisdictional showing, a federal court in a pending case lacks power to enforce these FAA rights—which specifically exist to supervise an ongoing arbitration?

It is implausible that courts lack power to enforce intervening FAA rights—which, again, Congress designed to facilitate arbitration—during a mandatory stay *designed to facilitate that arbitration*. Yet this leaves petitioner an impossible choice. He can resist this conclusion and embrace an absurd understanding of Congress's scheme (read: the FAA compels arbitration, requires a stay—and sends parties *elsewhere* to enforce intervening FAA rights). Or he can accept this conclusion and embrace a different absurdity: if courts can enforce Sections 5 and 7 without an independent jurisdictional showing, *why would the same courts suddenly lose power to enforce Sections 9-11*?

Petitioner never says. He cannot explain why the jurisdictional rule would abruptly shift midway through the proceeding (or why his theory applies to some FAA provisions but not others). Nor can he identify why Congress would require an independent jurisdictional basis for Sections 9-11 alone. Yet there is no reason to embrace any of petitioner's disconnect(s) among the FAA's provisions. *Spizzirri*, 601 U.S. at 478 (grouping these FAA "mechanisms" together). The better answer is obvious: once a court is vested with original jurisdiction, it of course retains jurisdiction to decide related FAA motions.

c. Petitioner's theory makes no sense for yet another reason: If there is no jurisdiction to decide post-arbitration motions (in a pending case indisputably vested with jurisdiction), *when exactly does that jurisdiction lapse*? The moment the arbitration concludes? Some other time? What is the court supposed to do—immediately dismiss? What is the status of the case? Jurisdiction still exists but there is nothing to do? Does the court still retain jurisdiction to enter judgment on the original claims—yet without knowing whether the arbitration award will stand? And if it does retain jurisdiction to enter judgment on those claims, why does it simultaneously *lack* jurisdiction to decide post-arbitration motions resolving the *same* claims in the *same* case?

None of this makes sense or resembles an ordinary judicial process. Congress instructed courts to stay actions pending arbitration. It instructed those same courts to supervise the dispute and provided "mechanisms" to enforce "arbitral award[s]." *Spizzirri*, 601 U.S. at 478. Against that backdrop, jurisdiction does not somehow vanish the instant the arbitration is over but the litigation is not.

D. Nothing In *Badgerow* Or The FAA Overrides The Ordinary Jurisdictional Rules In This Setting

1. Petitioner's theory would override Section 1367 and rewrite settled jurisdictional doctrine. Although he props up his argument with various makeweights, his position at its core is grounded on a profound misreading of *Badgerow* v. *Walters*, 596 U.S. 1 (2022). Properly understood, *Badgerow* addressed a distinct question having nothing to do with this issue, and it resolved that distinct question without casting doubt on the settled jurisdictional rules that control in this setting.

a. Contrary to petitioner's theory, nothing in *Badgerow* disturbed the traditional jurisdictional framework. *Badgerow* involved a *new* federal case filed for the

first time post-arbitration, not a *preexisting* federal action. 596 U.S. at 5-6. When the *Badgerow* parties sought post-arbitration relief, there was no pending suit to stay (much less a pending suit at all), and no independent basis for original jurisdiction. Without that existing jurisdictional hook, the Court asked whether a *new* post-arbitration lawsuit—the parties' first and only appearance in federal court—gave rise to federal jurisdiction. *Id.* at 4-5.

The Court ultimately held the FAA itself did not authorize freestanding, post-arbitration actions. *Badgerow*, 596 U.S. at 4-5 (rejecting efforts to extend Section 4's "look-through" jurisdictional grant). But *Badgerow* did not address (nor had any occasion to address) the power of a federal court, already vested with original jurisdiction, to enforce the FAA in pending litigation. Compare *Spizzirri*, 601 U.S. at 478 (suggesting jurisdiction exists); *Cortez Byrd*, 529 U.S. at 202 (stating outright jurisdiction exists). It did not comment on Section 1367(a) or supplemental jurisdiction, and it said nothing about the proper jurisdictional framework for post-arbitration filings in pending cases like this one.[12]

b. Nor are *Badgerow*'s policy considerations relevant here. *Badgerow* recognized that Congress embraced a

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[12] According to petitioner, post-arbitration jurisdiction should not turn on the "happenstance of a pre-existing federal suit between the parties." Pet. Br. 14. Putting aside that the "happenstance" in this case was the product of petitioner's own deliberate choice, jurisdiction is often determined by so-called "happenstance"—such as the "happenstance" of a court "retain[ing] jurisdiction" in its decree (*Kokkonen*, 511 U.S. at 381-382); or the "happenstance" of pending litigation with an accompanying federal claim (*Peacock*, 516 U.S. at 355). Put simply: the "actual litigation * * * define[s] the parties' controversy," even if "events could have unfolded differently"; "a party's ability to gain adjudication of a federal question in federal court often depends on how that question happens to have been presented." *Vaden* v. *Discover Bank*, 556 U.S. 49, 68-69 & n.17 (2009).

"sensible" "division of labor" between federal and state courts—and recognized "the capacity of state courts to properly enforce arbitral awards." 596 U.S. at 18-19. Yet there is a world of difference between ushering *new* cases to state court and authorizing *existing* federal cases to resolve pending disputes. *E.g.*, *Peacock*, 516 U.S. at 355; *Kokkonen*, 511 U.S. at 381-382.

When no suit exists, it makes perfect sense to ask state courts to participate. But it is bizarre to think the FAA (a statute designed to avoid litigation) would instead multiply it, by forcing parties in *existing* cases to start over with new litigation in additional courts. Cf. *Moses H. Cone Mem'l Hosp.* v. *Mercury Constr. Corp.*, 460 U.S. 1, 22 (1983). Multiplying actions and delaying finality creates unnecessary cost and waste for courts and parties alike. There is zero indication Congress intended parties to start over from scratch (with a new complaint, new filing fee, new service, new case-initiating documents, etc.) when an existing federal action—stayed for the arbitration itself—is already available for post-arbitration claims. *Spizzirri*, 601 U.S. at 478.

2. Petitioner is likewise wrong to think *Badgerow* or the FAA somehow (silently) override the independent provisions of Title 28.

a. Because *Badgerow* involved a new federal action, it asked for an *affirmative* source of jurisdiction. 596 U.S. at 4-5. The question was whether *the FAA itself* granted power to hear the case. And the Court simply held *Vaden*'s "look-through" approach was limited to Section 4—as an affirmative grant of jurisdiction. *Id.* at 14. Here, however, no one needs the FAA to create judicial power. This suit originally vested under 28 U.S.C. 1331 and 1332, and the FAA post-arbitration claims are covered under 28 U.S.C. 1367(a). Those standard provisions, not the FAA, provide the affirmative source of jurisdiction.

This underscores petitioner's crucial error: the real question here is not whether the FAA creates jurisdiction, *but whether it precludes jurisdiction*. Again, jurisdiction here vested under Title 28. When a federal court already has jurisdiction, it does not need the FAA to confer *more* jurisdiction. To prevail, petitioner must instead establish that Congress in the FAA (somehow) impliedly repealed the operative provisions of Title 28—that "'the earlier and later statutes are irreconcilable.'" *J.E.M. Ag Supply, Inc.* v. *Pioneer Hi-Bred Int'l, Inc.*, 534 U.S. 124, 141-142 (2001); *Morton* v. *Mancari*, 417 U.S. 535, 551 (1974).

b. Petitioner is nowhere near carrying this burden: "When two federal statutes address the same subject in different ways, the right question is whether one implicitly repeals the other—and repeal by implication is a rare bird indeed." *Randolph* v. *IMBS, Inc.*, 368 F.3d 726, 730 (7th Cir. 2004).

The FAA works together with Congress's existing jurisdictional provisions. Indeed, aside from Section 4, the FAA itself does not create *any* jurisdiction. *Badgerow*, 596 U.S. at 8. Federal courts must necessarily identify jurisdiction elsewhere, and the usual source is Title 28. See, *e.g.*, *Moses H. Cone Mem'l Hosp.* v. *Mercury Constr. Corp.*, 460 U.S. 1, 26 n.32 (1983).

There is no textual or logical way to read the FAA as displacing anything in Title 28—much less displacing Section 1367 while preserving Sections 1331-1332. This Court does not read one provision of federal law to preclude another unless the two are "irreconcilable." See, *e.g.*, *J.E.M.*, 534 U.S. at 141-142; *Randolph*, 368 F.3d at 730-733 (citing sources). And these principles apply with full force in the jurisdictional context. See, *e.g.*, *Connecticut Nat'l Bank* v. *Germain*, 503 U.S. 249 (1992).

Applying those principles here, the FAA and Title 28 have no conflict of any kind. The statutory provisions all

operate in tandem. *J.E.M.*, 534 U.S. at 143-144. Title 28 supplies jurisdiction. The FAA instructs courts how to exercise that jurisdiction. FAA Section 4 provides an independent grant of jurisdiction to *supplement* Title 28—but there is no indication (from *Vaden* or elsewhere) that it *displaces* Title 28. Nor did *Badgerow* hold otherwise: in that case, no provision of Title 28 *or* the FAA conferred jurisdiction. Nothing in the Court's opinion suggests the FAA somehow displaced the usual jurisdictional rules in this setting.

In the end, there is no "'positive repugnancy'" between the FAA and Title 28, and no reason to "preclud[e] courts," "by negative implication," from "exercising jurisdiction" under Section 1367(a). *Germain*, 503 U.S. at 253. Petitioner is wrong to ask whether the FAA (rather than Title 28) supplies jurisdiction. But even if he pivots to the right question, he would be wrong again to presume the FAA forecloses jurisdiction that Congress granted in a separate jurisdictional scheme.

3. Petitioner's remaining arguments are equally weak.

a. According to petitioner's "gap-filling" argument, FAA post-arbitration jurisdiction is a "judge-made doctrine," and the FAA's "carefully reticulated jurisdiction scheme" (*i.e.*, Sections 4 and 8) forecloses judge-made rules and occupies the field. Pet. Br. 41-43. This argument fails on every level.

First, it ignores Title 28, which is *not* "judge-made." Contra Pet. Br. 41. It is in fact positive law enacted by Congress, and Title 28 and the FAA work in tandem without one precluding the other. *E.g.*, *Branch* v. *Smith*, 538 U.S. 254, 273 (2003).

Second, Section 4 provides a targeted grant of jurisdiction for compelling arbitration, and Section 8 specifies a limited rule for maritime cases. Neither purports to occupy *any* field beyond their actual scope, and exercising a

separate jurisdictional grant does not conflict with either provision—any more than Section 1331 conflicts with Section 1332 because each authorizes (potentially) overlapping jurisdiction on different terms. Simply put: "Redundancies across statutes are not unusual events in drafting, and so long as there is no 'positive repugnancy' between two laws, a court must give effect to both." *Germain*, 503 U.S. at 253 (citation omitted).

Third, this situation is nothing like the "*shall*-does-not-mean-*may*" argument rejected in *Spizzirri*. Contra Pet. Br. 42-43. *Spizzirri* refused to permit courts to invoke inherent authority to do the opposite of what Section 3 commanded; here, far from any inconsistency, post-arbitration jurisdiction promotes "the supervisory role that the FAA envisions for the courts," including "facilitating recovery on an arbitral award." *Spizzirri*, 601 U.S. at 478 (citing 9 U.S.C. 9).

b. Finally, petitioner insists "[t]he FAA's provisions governing notice and service" confirm "Congress envisioned Section 9 and 10 applications as standalone actions requiring their own jurisdiction[]." Pet. Br. 14, 21-23. Petitioner's argument proceeds as follows: the FAA sets out mandatory "notice" and "service" requirements for "*all* Section 9 and 10 applications"; those mandatory requirements are incompatible with providing notice or service to litigants in pending cases; thus Sections 9 and 10 necessarily require "new proceeding[s]" with "fresh jurisdiction[]." Pet. Br. 22-23 (emphasis in original).

Unfortunately for petitioner, if this argument sounds familiar, it is because this Court emphatically rejected the identical theory in *Cortez Byrd*. The question there was whether Sections 9-11's venue requirements were mandatory or permissive—and the Court held they were "permissive." 529 U.S. at 195. That meant parties in existing litigation could simply follow the general venue statute

without worrying about satisfying the FAA's specific venue requirements. *Id.* at 198, 201-202 (Sections 9-11's venue provisions "supplement, but do not supplant, the general [venue] provision").

The same logic is dispositive here. Congress grouped together the FAA's venue, notice, and service requirements in the same provisions for the same purpose. See, *e.g.*, 9 U.S.C. 9. There is no reason to think the FAA imposes mandatory rules for notice and service but permissive rules for venue—which means parties in preexisting actions (who have already provided notice and service) can safely ignore the FAA's notice and service provisions. And if parties are not bound by the FAA's notice and service requirements, there is no potential incompatibility when parties pursue FAA post-arbitration relief in preexisting cases.

In any event, petitioner's theory would produce absurd results. Take any preexisting litigation where the parties could re-establish (redundant) original jurisdiction at the post-arbitration phase. Under petitioner's view, Congress wanted parties (pointlessly) *re-served* and *re-noticed* in *preexisting actions* where they already received notice and service—and are actively present and litigating before the court. As *Cortez Byrd* responded to a similar argument: "Congress simply cannot be tagged with such a taste for the bizarre." 529 U.S. at 201.

* * *

In the end, petitioner misunderstands *Badgerow*; misunderstands *Peacock* and *Kokkonen*; misunderstands Section 1367 and ancillary jurisdiction; and misunderstands the FAA itself. Petitioner does not even ask the right question: his position (though incorrect) is one of *preclusion*—not whether the FAA itself grants (redun-

dant) affirmative power that already exists. And his proposed scheme is incoherent and unworkable—for everyone.

Respondents' position is superior across the board. It applies the plain text of Title 28; adheres to ordinary jurisdictional principles; promotes the FAA's purpose; avoids bizarre outcomes; and secures a fair and efficient system for plaintiffs and defendants alike. The proper rule is not difficult to follow: Federal courts with preexisting jurisdiction may resolve post-arbitration questions in the same pending case, and nothing in *Badgerow* or the FAA overrides the ordinary jurisdictional rules in this setting. The Court should officially adopt the same jurisdictional framework it has already effectively endorsed in *Cortez Byrd* and *Spizzirri*. And it should reaffirm the same jurisdictional rules federal courts have applied for decades—at least until the Fourth Circuit misread *Badgerow* as holding something it plainly did not.

CONCLUSION

The judgment of the court of appeals should be affirmed.

Respectfully submitted.

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APPENDIX

1. Section 3 of the Federal Arbitration Act, 9 U.S.C. 3, provides:

> **Stay of proceedings where issue therein referable to arbitration**
>
> If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration.

2. Section 4 of the Federal Arbitration Act, 9 U.S.C. 4, provides:

> **Failure to arbitrate under agreement; petition to United States court having jurisdiction for order to compel arbitration; notice and service thereof; hearing and determination**
>
> A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court which, save for such agreement, would have jurisdiction under title 28, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy

between the parties, for an order directing that such arbitration proceed in the manner provided for in such agreement. Five days' notice in writing of such application shall be served upon the party in default. Service thereof shall be made in the manner provided by the Federal Rules of Civil Procedure. The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue, the court shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement. The hearing and proceedings, under such agreement, shall be within the district in which the petition for an order directing such arbitration is filed. If the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue, the court shall proceed summarily to the trial thereof. If no jury trial be demanded by the party alleged to be in default, or if the matter in dispute is within admiralty jurisdiction, the court shall hear and determine such issue. Where such an issue is raised, the party alleged to be in default may, except in cases of admiralty, on or before the return day of the notice of application, demand a jury trial of such issue, and upon such demand the court shall make an order referring the issue or issues to a jury in the manner provided by the Federal Rules of Civil Procedure, or may specially call a jury for that purpose. If the jury find that no agreement in writing for arbitration was made or that there is no default in proceeding thereunder, the proceeding shall be dismissed. If the jury find that an agreement for arbitration was made in writing and that there is a default in proceeding thereunder, the court shall make an order summarily directing the parties to proceed with the arbitration in accordance with the terms thereof.

3. Section 5 of the Federal Arbitration Act, 9 U.S.C. 5, provides:

Appointment of arbitrators or umpire

If in the agreement provision be made for a method of naming or appointing an arbitrator or arbitrators or an umpire, such method shall be followed; but if no method be provided therein, or if a method be provided and any party thereto shall fail to avail himself of such method, or if for any other reason there shall be a lapse in the naming of an arbitrator or arbitrators or umpire, or in filling a vacancy, then upon the application of either party to the controversy the court shall designate and appoint an arbitrator or arbitrators or umpire, as the case may require, who shall act under the said agreement with the same force and effect as if he or they had been specifically named therein; and unless otherwise provided in the agreement the arbitration shall be by a single arbitrator.

4. Section 6 of the Federal Arbitration Act, 9 U.S.C. 6, provides:

Application heard as motion

Any application to the court hereunder shall be made and heard in the manner provided by law for the making and hearing of motions, except as otherwise herein expressly provided.

5. Section 7 of the Federal Arbitration Act, 9 U.S.C. 7, provides:

> **Witnesses before arbitrators; fees; compelling attendance**
>
> The arbitrators selected either as prescribed in this title or otherwise, or a majority of them, may summon in writing any person to attend before them or any of them as a witness and in a proper case to bring with him or them any book, record, document, or paper which may be deemed material as evidence in the case. The fees for such attendance shall be the same as the fees of witnesses before masters of the United States courts. Said summons shall issue in the name of the arbitrator or arbitrators, or a majority of them, and shall be signed by the arbitrators, or a majority of them, and shall be directed to the said person and shall be served in the same manner as subpoenas to appear and testify before the court; if any person or persons so summoned to testify shall refuse or neglect to obey said summons, upon petition the United States district court for the district in which such arbitrators, or a majority of them, are sitting may compel the attendance of such person or persons before said arbitrator or arbitrators, or punish said person or persons for contempt in the same manner provided by law for securing the attendance of witnesses or their punishment for neglect or refusal to attend in the courts of the United States.

6. Section 8 of the Federal Arbitration Act, 9 U.S.C. 8, provides:

> **Proceedings begun by libel in admiralty and seizure of vessel or property**
>
> If the basis of jurisdiction be a cause of action otherwise justiciable in admiralty, then, notwithstanding anything herein to the contrary, the party claiming to be aggrieved may begin his proceeding hereunder by libel and seizure of the vessel or other property of the other party according to the usual course of admiralty proceedings, and the court shall then have jurisdiction to direct the parties to proceed with the arbitration and shall retain jurisdiction to enter its decree upon the award.

7. Section 9 of the Federal Arbitration Act, 9 U.S.C. 9, provides:

> **Award of arbitrators; confirmation; jurisdiction; procedure**
>
> If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title. If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made. Notice of the applica-

tion shall be served upon the adverse party, and thereupon the court shall have jurisdiction of such party as though he had appeared generally in the proceeding. If the adverse party is a resident of the district within which the award was made, such service shall be made upon the adverse party or his attorney as prescribed by law for service of notice of motion in an action in the same court. If the adverse party shall be a nonresident, then the notice of the application shall be served by the marshal of any district within which the adverse party may be found in like manner as other process of the court.

8. Section 10 of the Federal Arbitration Act, 9 U.S.C. 10, provides:

Same; vacation; grounds; rehearing

(a) In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the application of any party to the arbitration—

(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 postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or

(4) 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.

(b) If an award is vacated and the time within which the agreement required the award to be made has not expired, the court may, in its discretion, direct a rehearing by the arbitrators.

(c) The United States district court for the district wherein an award was made that was issued pursuant to section 580 of title 5 may make an order vacating the award upon the application of a person, other than a party to the arbitration, who is adversely affected or aggrieved by the award, if the use of arbitration or the award is clearly inconsistent with the factors set forth in section 572 of title 5.

9. Section 11 of the Federal Arbitration Act, 9 U.S.C. 11, provides:

Same; modification or correction; grounds; order

In either of the following cases the United States court in and for the district wherein the award was made may make an order modifying or correcting the award upon the application of any party to the arbitration—

(a) Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award.

(b) Where the arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted.

(c) Where the award is imperfect in matter of form not affecting the merits of the controversy.

The order may modify and correct the award, so as to effect the intent thereof and promote justice between the parties.

10. Section 12 of the Federal Arbitration Act, 9 U.S.C. 12, provides:

Notice of motions to vacate or modify; service; stay of proceedings

Notice of a motion to vacate, modify, or correct an award must be served upon the adverse party or his attorney within three months after the award is filed or delivered. If the adverse party is a resident of the district within which the award was made, such service shall be made upon the adverse party or his attorney as prescribed by law for service of notice of motion in an action in the same court. If the adverse party shall be a nonresident then the notice of the application shall be served by the marshal of any district within which the adverse party may be found in like manner as other process of the court. For the purposes of the motion any judge who might make an order to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of the adverse party to enforce the award.

11. Section 13 of the Federal Arbitration Act, 9 U.S.C. 13, provides:

> **Papers filed with order on motions; judgment; docketing; force and effect; enforcement**
>
> The party moving for an order confirming, modifying, or correcting an award shall, at the time such order is filed with the clerk for the entry of judgment thereon, also file the following papers with the clerk:
>
> (a) The agreement; the selection or appointment, if any, of an additional arbitrator or umpire; and each written extension of the time, if any, within which to make the award.
>
> (b) The award.
>
> (c) Each notice, affidavit, or other paper used upon an application to confirm, modify, or correct the award, and a copy of each order of the court upon such an application.
>
> The judgment shall be docketed as if it was rendered in an action.
>
> The judgment so entered shall have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action; and it may be enforced as if it had been rendered in an action in the court in which it is entered.

12. Section 16 of the Federal Arbitration Act, 9 U.S.C. 16, provides:

> **Appeals**
>
> (a) An appeal may be taken from—
>
> (1) an order—

(A) refusing a stay of any action under section 3 of this title,

(B) denying a petition under section 4 of this title to order arbitration to proceed,

(C) denying an application under section 206 of this title to compel arbitration,

(D) confirming or denying confirmation of an award or partial award, or

(E) modifying, correcting, or vacating an award;

(2) an interlocutory order granting, continuing, or modifying an injunction against an arbitration that is subject to this title; or

(3) a final decision with respect to an arbitration that is subject to this title.

(b) Except as otherwise provided in section 1292(b) of title 28, an appeal may not be taken from an interlocutory order—

(1) granting a stay of any action under section 3 of this title;

(2) directing arbitration to proceed under section 4 of this title;

(3) compelling arbitration under section 206 of this title; or

(4) refusing to enjoin an arbitration that is subject to this title.