

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

AIRTEX MANUFACTURING LLLP,

Plaintiff,

v.

BONESO BROTHERS CONSTRUCTION,  
INC.,

Defendant.

Case No. 2:19-cv-02269-HLT

**ORDER**

This contract dispute was stayed pending arbitration in 2021. Doc. 127. In 2023, the arbitration reached a final resolution. Plaintiff Airtex Manufacturing LLLP has now moved to confirm various arbitration awards. Doc. 138. Defendant Boneso Brothers Construction, Inc. has not opposed the motion. For the reasons stated below, the motion is granted.

The Federal Arbitration Act (“FAA”) provides for judicial confirmation of arbitration awards:

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.

9 U.S.C. § 9. Deciding whether to confirm an arbitration award is a two-step inquiry. *Torgerson v. LCC Int’l, Inc.*, 2023 WL 1396479 (D. Kan. 2023). First, the party seeking confirmation must establish subject-matter jurisdiction. *Id.* Second, the movant must establish that the parties agreed to judicial confirmation. *Id.*

“[B]ecause the FAA does not create any independent federal-question jurisdiction, there must be diversity of citizenship or some other independent basis for federal jurisdiction before a federal court can act under the FAA.” *P & P Indus., Inc. v. Sutter Corp.*, 179 F.3d 861, 866 (10th Cir. 1999) (internal quotation and citation omitted). Here, the motion to confirm recites that Airtex is a Kansas resident for purposes of diversity and Boneso is a California resident. Doc. 138 at 2. The amount in controversy also exceeds \$75,000. *Id.* at 2-3. Thus, diversity jurisdiction exists under 28 U.S.C. § 1332. Further, when the Court granted the parties’ joint motion to compel arbitration, it retained jurisdiction while the case was stayed in favor of arbitration. *Dodson Int’l Parts, Inc. v. Williams Int’l Co. LLC*, 12 F.4th 1212, 1227 (10th Cir. 2021) (“There appears to be no dispute that when a court with subject-matter jurisdiction orders arbitration and then stays the suit pending resolution of the arbitral proceedings, that court retains jurisdiction to confirm or set aside the arbitral award.”). Thus, the Court is satisfied it has subject-matter jurisdiction.

The unopposed motion to confirm states that Airtex and Boneso participated in arbitration proceedings throughout 2022 and 2023. Doc. 138 at 3-4. It also states that the arbitration was conducted pursuant to the JAMS Construction Arbitration Rules, which states that “Parties to an Arbitration under these Rules shall be deemed to have consented that judgment upon the Award may be entered in any court having jurisdiction thereof.” *Id.* at 5; *see also id.* at 79. Those rules also provide that confirmation of an award will be done in accordance with the FAA. *Id.* at 79. Based on this, the Court finds that Airtex has established that the parties agreed to judicial confirmation of the arbitration award. *See P & P Indus., Inc.*, 179 F.3d at 867-68 (finding implicit agreement to judicial confirmation where parties agreed to arbitration with the AAA, which incorporated AAA rules, and those rules provide for judicial confirmation). And given there is no opposition to the motion, the Court finds there are no grounds why the arbitration award should be

vacated, modified, or corrected, such that confirmation would not be proper under 9 U.S.C. § 9. Accordingly, the motion is granted.

THE COURT THEREFORE ORDERS that the Motion to Confirm Arbitration Award (Doc. 138) is GRANTED. The Court therefore confirms the January 20, 2023 Partial Final Arbitration Award, the May 22, 2023 Final Arbitration Award, and the August 22, 2023 Supplemental Final Arbitration Award in Response to Motions to Modify, Address and/or Correct the Final Arbitration Award entered by the arbitrator in the arbitration styled *Watts Constructors, LLC v. Boneso Brothers Construction, LLC, et al* before JAMS in accordance with the JAMS Construction Arbitration Rules, JAMS Ref #: 1100110896.

THE COURT FURTHER ORDERS that judgment is to be entered in favor of Plaintiff Airtex Manufacturing LLLP d/b/a Engineered Air and against Boneso Brothers Construction, Inc. in the amount of \$19,523.24 plus statutory interest from and after August 22, 2023, until the judgment is satisfied.

IT IS SO ORDERED.

Dated: January 2, 2024

/s/ Holly L. Teeter  
HOLLY L. TEETER  
UNITED STATES DISTRICT JUDGE