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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

VITALY IVANOVICH SMAGIN,	)	CASE NO. CV 14-9764-R
	)	
Petitioner,	)	ORDER GRANTING PETITIONER’S
	)	MOTION FOR SUMMARY JUDGMENT
v.	)	
	)	
ASHOT YEGIAZARYAN,	)	
	)	
Respondent.	)	
	)	

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Before the Court is Petitioner’s Motion for Summary Judgment, which was filed on February 08, 2016. Having been thoroughly briefed by both parties, this Court took the matter under submission on March 15, 2016.

On November 11, 2014, Petitioner Smagin received an award from the London Court of International Arbitration (“London Award”). The London Award found Respondent Yegiazaryan and Kalken Holdings Limited, the Cypriot entity he controls, jointly and severally liable and ordered them to pay to Smagin a total sum of \$84,290,064.20 and post-award interest at an annual quarterly compounded rate of 8%. The New York Convention governs the confirmation of the London Award because that award was issued in the United Kingdom, which—like the United States— is a signatory to the New York Convention. *See* 9 U.S.C. §§ 201-02; *Hall Steel Co. v.*

1 *Metalloyd Ltd.*, 492 F. Supp. 2d 715, 717 (E.D. Mich. 2007) (noting that both the United States  
2 and United Kingdom are signatories to the New York Convention).

3 The New York Convention manifests “a general pro-enforcement bias” for foreign  
4 arbitration awards. *Ministry of Def. of Islamic Republic v. Gould, Inc.*, 969 F.2d 764, 770 (9th Cir.  
5 1992). As a result, “[t]he district court’s ... review of a foreign arbitration award is quite  
6 circumscribed” and “the court shall confirm the award unless it finds one of the [seven] grounds  
7 for refusal ... specified in the [New York] Convention.” *Id.*

8 Summary judgment is appropriate where the evidence shows that there is “no genuine  
9 dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R.  
10 Civ. Proc. 56(a). Summary judgment is granted “against a party who fails to make a showing  
11 sufficient to establish the existence of an element essential to that party’s case . . . .” *Celotex Corp.*  
12 *v. Catrett*, 477 U.S. 317, 322-23 (1986). Courts in the Ninth Circuit and other jurisdictions have  
13 recognized that petitions to confirm arbitral awards may be resolved through summary judgment.  
14 *See Seung Woo Lee v. Imaging3, Inc.*, 283 Fed App’x 490, 491, 493 (9th Cir. 2008) (affirming  
15 summary judgment enforcing foreign arbitration award under New York Convention); *C.D.*  
16 *Anderson & Co. v. Lemos*, 832 F.2d 1097, 1100 (9th Cir. 1987) (affirming summary judgment  
17 based on arbitral award).

18 The New York Convention affords the court little discretion in reviewing an arbitral award.  
19 It dictates that a court “shall confirm the award unless it finds one of the grounds for refusal or  
20 deferral of recognition or enforcement of the award specified in the Convention.” 9 U.S.C. § 207.  
21 Accordingly, “[t]he confirmation of an arbitration award is a summary proceeding that merely  
22 makes what is already a final arbitration award a judgment of the court.” *Florasynth, Inc. v.*  
23 *Pickholz*, 750 F.2d 171, 176 (2d Cir. 1984). Non-finality of a foreign proceeding is not a  
24 jurisdictional defense to confirmation of an award under the New York Convention. Under United  
25 States law, an award is final and binding under the New York Convention “if no further recourse  
26 may be had to another arbitral tribunal” such as an appellate arbitration tribunal. *Ministry of Def.*  
27 *& Support v. Cubic Def. Sys.*, 665 F.3d 1091, 1100 (9th Cir. 2011).

28 The petition and supporting evidence establish that the London Award is final and

1 enforceable, and that the Arbitration Tribunal had jurisdiction over the parties and the dispute.  
2 Accordingly, the London Award should be confirmed. *See, e.g., Cont'l Transfert Tech., Ltd. v.*  
3 *Fed. Gov't of Nigeria*, 932 F. Supp. 2d 153, 157 (D. D.C. 2013) (recognizing previous  
4 confirmation of UK arbitration award under New York Convention while modifying calculation of  
5 interest).

6 **IT IS HEREBY ORDERED** that Petitioner's Motion for Summary Judgment is  
7 GRANTED. (Dkt. No. 47). Accordingly, judgment shall be entered forthwith in Petitioner's favor  
8 and against Respondent on all claims contained in the Petition to Confirm Foreign Arbitration  
9 Award filed herein on December 22, 2014, as follows:

- 10 1. The London Award is confirmed in its entirety;
- 11 2. Judgment shall be entered in favor of Petitioner Vitaly Ivanovich Smagin and  
12 against Respondent Ashot Yegiazaryan, a.k.a. Ashot Egiazaryan, as follows:
  - 13 A. \$72,243,000 as compensation for losses suffered by Petitioner Smagin;
  - 14 B. Pre-award interest on the \$72,243,000 at an annual simple rate of 7%, in the  
15 amount of \$6,899,701.32;
  - 16 C. Arbitration legal fees of \$4,959,416.88; and arbitration costs of \$187,946;
  - 17 D. Post-award interest on the \$72,243,000 in damages and \$6,899,701.32 in  
18 pre-award interest at an annual quarterly compounded rate of 8%, which  
19 amount of interest totals \$8,213,587.83 through February 8, 2016.
  - 20 E. The total of the above-referenced amounts (A through D) as of February 8,  
21 2016 is \$92,503,652.
  - 22 F. Respondent Ashot Yegiazaryan, a.k.a. Ashot Egiazaryan Reasonable  
23 attorney fees incurred by Mr. Smagin for the confirmation motion in an  
24 amount to be hereinafter submitted and approved by the Court.

25 Dated: March 17, 2016.



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MANUEL L. REAL  
UNITED STATES DISTRICT JUDGE