

SUPREME JUDICIAL COURT OF MASSACHUSETTS

Mahan v. Arbella Mutual Insurance

438 Mass. 1010 (2003) · Decided January 23, 2003

SUMMARY

The Massachusetts Supreme Judicial Court affirmed dismissal of Christine Mahan’s motion to confirm an underinsured motorist arbitration award after Arbella paid the full award. The court held that, because Mahan had been fully paid, she was not entitled to have the award reduced to a judgment for purposes of seeking multiple damages under G. L. c. 93A, while preserving her ability to pursue claims under G. L. c. 93A and G. L. c. 176D.

CASE DETAILS

COURT	Supreme Judicial Court of Massachusetts
JURISDICTION	Massachusetts
DECIDED	January 23, 2003
DISPOSITION	affirmed
PROCEDURAL POSTURE	Mahan appealed from a Superior Court judgment dismissing her action after the court denied her motion to confirm an arbitration award. The Supreme Judicial Court transferred the case on its own motion and affirmed.
PRECEDENTIAL VALUE	Published Massachusetts Supreme Judicial Court opinion
PARTIES	Christine E. Mahan v. Arbella Mutual Insurance Company

TOPICS

- uninsured motorist
- arbitration
- consumer protection
- remedies
- appellate procedure

PRACTICE AREAS

- insurance
- arbitration
- consumer protection
- appellate procedure
- remedies

QUESTIONS PRESENTED

- Whether the Superior Court was required to confirm the arbitration award under G. L. c. 251, § 11, after Arbella had fully paid the award.
- Whether a fully paid arbitration award may be reduced to a judgment for purposes of pursuing doubled or trebled damages under G. L. c. 93A.

3. Whether dismissal of the confirmation proceeding precluded Mahan from pursuing separate claims under G. L. c. 93A and G. L. c. 176D.

HOLDINGS

1. Once the arbitration award had been fully paid, Mahan was not entitled to have the award reduced to a judgment that could then be subject to doubling or trebling under G. L. c. 93A.
2. Dismissal of the arbitration-confirmation proceeding did not preclude Mahan from pursuing her claims under G. L. c. 93A and G. L. c. 176D.

FACTUAL BACKGROUND

Mahan was injured in a 1997 automobile accident and later settled her claim against the at-fault driver for the limits of his liability insurance. She then pursued underinsured motorist benefits from Arbella, and the parties agreed to arbitrate the amount owed. The arbitrator awarded \$107,000, and Arbella paid that amount before the Superior Court ruled on Mahan's motion to confirm. Mahan sought confirmation in part to obtain a judgment that she believed would support multiple damages under Massachusetts consumer-protection law.

PROCEDURAL HISTORY

After an arbitrator awarded Mahan \$107,000 in underinsured motorist benefits, Mahan applied to the Superior Court for confirmation of the award. Arbella paid the award before the motion was decided. The Superior Court denied confirmation, denied reconsideration, and entered a judgment of dismissal, concluding that confirmation would serve no purpose and that the dispute was moot. The Supreme Judicial Court affirmed.

DISPOSITION

affirmed

CASES CITED

- *Murphy v. National Union Fire Ins. Co.*, ante 529, 532-533 (2003)

OPINION

PER CURIAM.

Christine E. Mahan appeals from a judgment of dismissal entered in the Superior Court following a judge's denial of her motion to confirm an arbitration award. We transferred the case to this court on our own motion and now affirm.

On March 9, 1997, Mahan was injured in an automobile accident when the car she was driving was struck by a vehicle being operated by Bruce Fagan, who had ignored a red traffic light and proceeded through an intersection. Mahan settled her claim against Fagan for the limits of his liability insurance *1011policy and then proceeded to file an underinsured motorist claim with Arbella Mutual Insurance Company (Arbella), her insurance carrier.

The parties agreed to submit their dispute concerning the amount of underinsured motorist benefits due to Mahan to arbitration. Mahan's asserted claims against Arbella pursuant to the provisions of G. L. c. 93A and G. L. c. 176D were not submitted to arbitration and therefore not considered.

On April 25, 2001, an arbitrator awarded Mahan the sum of \$107,000, but due to a clerical error, notification was not sent to the parties until June 4, 2001. On June 8, 2001, Mahan filed a motion in the Superior Court seeking confirmation of the arbitration award, pursuant to G. L. c. 251, § 11. She has claimed in her brief that she filed this motion in order to obtain a "judgment" so as to be able to pursue multiple damages under G. L. c. 93A, § 9 (3).

On June 12, 2001, Arbella delivered a check in the amount of \$107,000 to Mahan. A judge in the Superior Court then denied Mahan's motion to confirm the arbitration award on the grounds that (1) because the arbitration award had been fully paid, confirmation would serve no purpose, and (2) because the parties had agreed to arbitration, no action by the court was necessary, and "the entire dispute appear[ed] to be moot." Mahan's subsequent motion for reconsideration was denied, and a judgment of dismissal was entered.

Thomas J. Fay for the defendant. Joseph G. Abromovitz for the plaintiff. Mahan contends that the Superior Court judge erred in denying her motion to confirm the arbitration award because the language of G. L. c. 251, § 11,1 mandates that the court confirm an arbitration award on application of a party, and because the judge's refusal to confirm the award prevented her from pursuing the full breadth of remedies available under G. L. c. 93A.2 The judgment of dismissal entered by the Superior Court is affirmed for the reasons set forth today in *Murphy v. National Union Fire Ins.*

Co., ante 529, 532-533 (2003). Nothing in our decision precludes Mahan from pursuing her claims under G. L. c. 93A and G. L. c. 176D. However, because Mahan has been fully paid, she is not entitled to have her arbitration award reduced to a "judgment" that may then be subject to doubling or trebling under G. L. c. 93A. So ordered. General Laws c. 251, § 11, provides: "Upon application of a party, the court shall confirm an [arbitration] award, unless within the time limits hereinafter imposed grounds are urged for vacating or modifying or correcting the award, in which case the court shall proceed as provided in sections twelve and thirteen." Although Arbella submitted to the Superior Court an affidavit stating that Mahan sought to obtain a "judgment" so she could collect prejudgment interest on the arbitration award, Mahan has not raised an appellate issue pertaining to prejudgment interest.