

NEW YORK SUPREME COURT, APPELLATE DIVISION, FIRST
DEPARTMENT

Matter of Light & Wonder, Inc. v. Mohawk Gaming Enters. LLC

2026 NY Slip Op 04474 · No. Index No. 650148/25, Appeal No. 6474, Case No. 2025-04373 · Decided July 16,
2026

SUMMARY

The Appellate Division, First Department affirmed the lower court's denial of a petition to vacate an arbitrator's class determination award and granted the cross-motion to confirm the award. Petitioners failed to establish any statutory basis for vacatur under the Federal Arbitration Act, including manifest disregard of the law or exceeding powers. The arbitrator properly considered relevant authorities and determined that the class members' agreements were substantially similar, with any differences not precluding class certification.

CASE DETAILS

COURT	New York Supreme Court, Appellate Division, First Department
WRITING FOR THE COURT	Webber; Mendez; Rodriguez; O'Neill Levy; Michael
JURISDICTION	New York Supreme Court, Appellate Division, First Department
DECIDED	July 16, 2026
DOCKET	Index No. 650148/25, Appeal No. 6474, Case No. 2025-04373
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order of Supreme Court, New York County, which denied the petition to vacate a class determination award and granted respondent's cross-motion to confirm the award.
STANDARD OF REVIEW	Under the FAA, vacatur is limited to the statutory bases; manifest disregard of the law is a rare occurrence.
PRECEDENTIAL VALUE	Published
PARTIES	Light & Wonder, Inc. et al. v. Mohawk Gaming Enterprises LLC

TOPICS

- arbitration
- class actions
- civil procedure
- contracts
- commercial litigation

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the arbitrator manifestly disregarded the law under the FAA by certifying a class without requiring each absent class member's contract to show affirmative consent to class arbitration.
2. Whether the arbitrator exceeded his powers under the FAA.

HOLDINGS

1. Petitioners failed to establish that the arbitrator manifestly disregarded the law; Lamps Plus and Stolt-Nielsen do not address class certification, so the law was not well-defined and clearly applicable to the absent class member contracts.
2. The arbitrator did not exceed his powers because he stayed within his delegated task of interpreting the contract and addressed relevant authorities and evidence.

KEY QUOTATIONS

"Petitioners failed to show that the arbitrator 'knew of a governing legal principle' that was 'well defined, explicit, and clearly applicable,' and 'yet refused to apply it or ignored it altogether' (Wien & Malkin LLP v Helmsley-Spear, Inc., 6 NY3d 471, 481 [2006], cert dismissed 548 US 940 [2006])." (at *1)

"vacatur on the basis of manifest disregard of the law limited to 'rare occurrences of apparent egregious impropriety on the part of the arbitrators'" (at *1)

"courts are obligated to give deference to the decision of the arbitrator . . . even if the arbitrator misapplied the substantive law in the area of the contract" (at *1)

FACTUAL BACKGROUND

The case involves an arbitration award certifying a class. Petitioners argued that the arbitrator manifestly disregarded Lamps Plus and Stolt-Nielsen by not requiring each absent class member's contract to show affirmative consent to class arbitration. The arbitrator found the agreements substantially similar and certified the class. The court affirmed.

PROCEDURAL HISTORY

Petitioners sought to vacate an arbitration class determination award; respondent cross-moved to confirm. Supreme Court denied the petition and granted the cross-motion. Petitioners appealed.

DISPOSITION

affirmed

CASES CITED

- Lamps Plus, Inc. v. Varela, 587 US 176 (2019)

- Stolt-Nielsen S.A. v. AnimalFeeds Intl. Corp., 559 US 662 (2010)
- Wien & Malkin LLP v Helmsley-Spear, Inc., 6 NY3d 471 (2006)
- Daesang Corp. v NutraSweet Co., 167 AD3d 1 (1st Dept 2018)
- Matter of Nexia Health Tech., Inc. v Miratech, Inc., 176 AD3d 589 (1st Dept 2019)
- Matter of New York City Tr. Auth. v Transport Workers' Union of Am., Local 100, AFL-CIO, 6 NY3d 332 (2005)

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