

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.

OPINION

PER CURIAM.

<!DOCTYPE html><html><body><div> <div> <h1>Matter of Light & Wonder, Inc. v Mohawk Gaming Enters. LLC</h1> <p>2026 NY Slip Op 04474</p> <p>July 16, 2026</p> <p>Appellate Division, First Department</p> <p>Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431.</p> <p>This decision is uncorrected and subject to revision before publication in the Official Reports.</p> </div> <div> <p>In the Matter of Light & Wonder, Inc. et al., Petitioners-Appellants,</p> <p>v</p> <p>Mohawk Gaming Enterprises LLC, Respondent-Respondent.</p> </div> <p>Decided and Entered: July 16, 2026</p> <p>Index No. 650148/25|Appeal No. 6474|Case No. 2025-04373|</p> <p>Before: Webber, J.P., Mendez, Rodriguez, O'Neill Levy, Michael, JJ. </p> <div> <p>Cravath, Swaine & Moore LLP, New York (Kevin J. Orsini of counsel), for appellants.</p> <p>Cohen Milstein Sellers & Toll PLLC, New York (Michael Eisenkraft of counsel), for respondent.</p> </div> [*1] <p>Order, Supreme Court, New York County (Margaret A. Chan, J.), entered on or about July 3, 2025, which denied the petition to vacate a class determination award and granted respondent's cross-motion to confirm the award, unanimously affirmed, without costs.</p> <p>Petitioners failed to establish any of the limited statutory bases for vacating an arbitration award under the Federal Arbitration Act (FAA) (9 USC § 1<i> et seq</i>.), which, according to the parties' agreement, governs review of the arbitrator's class determination award.

Petitioners did not establish that the arbitrator manifestly disregarded the law as set forth in *Lamps Plus v. Varela* (587 US 176 [2019]) and *Stolt-Nielsen S.A. v. AnimalFeeds Intl. Corp.* (559 US 662 [2010]), in rendering his award.

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]).

Petitioners argued that under *Lamps Plus v. Varela* (Lamps Plus) and *Stolt-Nielsen*, the arbitrator was required to review each absent class member's contract to determine whether each member affirmatively consented to class arbitration before certifying the class.

However, as Supreme Court properly concluded, *Lamps Plus v. Varela* (Lamps Plus) and *Stolt-Nielsen* address the propriety of class arbitration under the arbitration clauses at issue in those cases.

Neither case addresses the issue of class certification, nor do they discuss whether the same analysis would be relevant in the context of class certification. As a result, even assuming that petitioners' interpretation of *Lamps Plus v. Varela* (Lamps Plus) and *Stolt-Nielsen* is valid, it cannot be said that the law is so well defined, or so clearly applicable to the absent class member contracts at issue, that the arbitrator's findings constituted a manifest disregard of the law (*see* *Daesang Corp. v. NutraSweet Co.*, lv denied see also *Matter of Nexia Health Tech., Inc. v. Miratech, Inc.*,

This conclusion is especially true in light of the fact that judicial review of arbitration awards is extremely limited in scope (*see e.g. Wien & Malkin*, 6 NY3d at 480-481 [vacatur on the basis of manifest disregard of the law limited to "rare occurrences of apparent egregious impropriety on the part of the arbitrators"] [internal quotation marks omitted]; *Matter of Nexia Health Tech, Inc.*, 176 AD3d at 591 ["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"], quoting *Matter of New York City Tr.*

Auth. v Transport Workers' Union of Am., Local 100, AFL-CIO, 6 NY3d 332, 336 [2005]).
Additionally, the arbitrator did not exceed his powers within the meaning of the FAA, because the record does not support a conclusion that the arbitrator strayed from his delegated task of interpreting a contract (see *Nexia Health Tech., Inc.*, 176 AD3d at 592).

The arbitrator addressed relevant authorities, including *Lamps Plus and Stolt-Neilsen*; reviewed the arguments and the documents submitted by both parties, including sample clauses from the contracts of absent putative class members; and assessed in detail the relevant American Arbitration Association rule for class certification (American Arbitration Association, Supplementary Rules for Class Certification, rule 4[a][6]).

After the arbitrator conducted this analysis, he determined that the class members' agreements were substantially similar, and that any of the narrow differences in the agreements did not preclude certification of the class. Notwithstanding petitioners' argument that it was improper for the arbitrator to consider the practical consequences of adopting their interpretation of *Lamps Plus, Inc. v. Varela*, those considerations were only one component of the arbitrator's analysis, and he fully set forth his rationale for disagreeing with petitioners' interpretation of *Lamps Plus* and its applicability to this case.
We have considered petitioners' remaining contentions and find them unavailing.
THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.
ENTERED: July 16, 2026

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