

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
WEST VIRGINIA

DLB Enterprises LLC, et al. v. Kanawha Stone Company, Inc., et al.

DLB Enterprises LLC v. Kanawha Stone Co., Civil Action No. 2:22-cv-00046 (S.D.W. Va. Mar. 2, 2026) · No. 2:22-cv-00046 · Decided March 3, 2026

SUMMARY

The United States District Court for the Southern District of West Virginia granted Kanawha Stone Company’s motion to confirm an arbitration award and denied McCrossin Foundations’ motion to vacate or modify it. The court held that the arbitration panel’s contract interpretation and allocation of damages were not grounds for vacatur under the Federal Arbitration Act. The court entered the opinion and order on March 2, 2026.

CASE DETAILS

COURT	United States District Court for the Southern District of West Virginia
JURISDICTION	United States District Court for the Southern District of West Virginia
DECIDED	March 3, 2026
DOCKET	2:22-cv-00046
DISPOSITION	approved
PROCEDURAL POSTURE	The court considered competing post-award motions: Kanawha Stone's motion to confirm an arbitration award and McCrossin's motion to vacate or modify the award under the Federal Arbitration Act.
STANDARD OF REVIEW	Federal courts apply extremely limited judicial review to arbitration awards and presume that an award should be confirmed. The court determines only whether the arbitrator performed the arbitrator's decisional function, rather than whether the court agrees with the arbitrator's factual findings or contract interpretation. Vacatur requires a showing of one of the grounds specified in 9 U.S.C. § 10.
PRECEDENTIAL VALUE	Unpublished district court memorandum opinion; persuasive rather than precedential value.
PARTIES	McCrossin Foundations, LLC v. Kanawha Stone Company, Inc.

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the arbitration panel's interpretation of McCrossin's subcontract and its determination that McCrossin failed to follow the contractual claim procedure demonstrated that the award did not draw its essence from the contract.
2. Whether the panel's allocation of liquidated damages against McCrossin lacked sufficient evidentiary support and warranted vacatur.
3. Whether any statutory ground under the Federal Arbitration Act justified vacating or modifying the arbitration award.

HOLDINGS

1. The award drew its essence from the subcontract because the panel's interpretation of the Extra Work and Changes provision was a reasonable construction of the contract and was at least rationally inferable from its text. The court could not vacate the award merely because it might disagree with the panel's interpretation.
2. The panel's allocation of liquidated damages against McCrossin did not justify vacatur because the panel relied on expert evidence concerning the project's critical path, and the court was bound by the panel's factual findings.
3. McCrossin failed to establish any ground for vacatur under 9 U.S.C. § 10, so the arbitration award was confirmed.

KEY QUOTATIONS

“The Court’s role is to “determine only whether the arbitrator did his job—not whether he did it well, correctly, or reasonably, but simply whether he did it.”” (4)

“However, “as long as the arbitrator is even arguably construing or applying the contract and acting within the scope of his authority, that a court is convinced he committed serious error does not suffice to overturn his decision.”” (6)

““Above all, we must determine only whether the arbitrator did his job — not whether he did it well, correctly, or reasonably, but simply whether he did it.”” (9)

FACTUAL BACKGROUND

Kanawha Stone was the general contractor on a West Virginia Division of Highways project and subcontracted caisson foundation and drilling work to McCrossin and bridge construction and rebar installation to DLB Enterprises. A caisson for Bridge 84 allegedly contained concrete voids and misaligned rebar after McCrossin and DLB performed their respective work, and the DOH ultimately required removal and replacement. After the

parties arbitrated their contractual dispute, the panel found McCrossin breached its subcontract and awarded Kanawha Stone \$911,742.05 from DLB Enterprises and \$926,421.65 from McCrossin, including an allocation of liquidated damages.

PROCEDURAL HISTORY

The parties had a pending multi-party contract action arising from construction of a highway project and two bridges. They entered into an arbitration agreement in May 2023, and an arbitration panel issued an award on April 18, 2025, awarding Kanawha Stone damages against DLB Enterprises and McCrossin. Kanawha Stone moved to confirm the award, and McCrossin moved to vacate or modify it. The district court denied McCrossin's motion and granted confirmation.

DISPOSITION

approved

CASES CITED

- Long John Silver's Restaurants, Inc. v. Cole, 514 F.3d 345, 349 (4th Cir. 2008)
- Wichard v. Suggs, 95 F. Supp. 3d 935, 944 (E.D. Va. 2015)
- Apex Plumbing Supply, Inc. v. U.S. Supply Co., 142 F.3d 188, 193 (4th Cir. 1998)
- Richmond, Fredericksburg & Potomac Railroad Co. v. Transportation Communications International Union, 973 F.2d 276, 278 (4th Cir. 1992)
- United States Postal Service v. American Postal Workers Union, 204 F.3d 523, 527 (4th Cir. 2000)
- MCI Constructors, LLC v. City of Greensboro, 610 F.3d 849, 857 (4th Cir. 2010)
- United Paperworkers International Union v. Misco, Inc., 484 U.S. 29, 38 (1987)
- Patten v. Signator Insurance Agency, Inc., 441 F.3d 230, 235 (4th Cir. 2006)
- Octagon, Inc. v. Richards, 2010 WL 3932272, at *1 (E.D. Va. Oct. 5, 2010)
- Mountaineer Gas Co. v. Oil, Chemical & Atomic Workers International Union, 76 F.3d 606, 608 (4th Cir. 1996)

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