

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

New Jersey Building Laborers Statewide Benefit Funds and the
Trustees Thereof v. L Green, LLC

New Jersey Building Laborers Statewide Benefit Funds v. L Green · No. Civil Action No. 25-7403 (ZNQ) (JTQ)
· Decided January 22, 2026

SUMMARY

The United States District Court for the District of New Jersey grants Petitioners’ motion to confirm an arbitration award against L Green, LLC. The award arose from delinquent contributions allegedly owed under a collective bargaining agreement and required payment of contributions, interest, liquidated damages, counsel fees, and the arbitrator’s fee. The court found that the award was properly entered, Respondent had been properly served, and no timely motion to vacate, modify, or correct the award had been filed.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Zahid N. Quraishi
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	January 22, 2026
DOCKET	Civil Action No. 25-7403 (ZNQ) (JTQ)
DISPOSITION	approved
PROCEDURAL POSTURE	Petitioners moved under the Federal Arbitration Act to confirm an arbitration award entered in their favor against Respondent under a collective bargaining agreement. Respondent did not appear, oppose the motion, or move to vacate, modify, or correct the award.
STANDARD OF REVIEW	Arbitration awards entered pursuant to collective bargaining agreements are reviewed under an extremely deferential standard, with a strong presumption favoring enforcement. A court may vacate an award only under the exceedingly narrow circumstances identified in 9 U.S.C. § 10(a), or refuse enforcement where the award violates law or a well-defined and dominant public policy.
PRECEDENTIAL VALUE	unpublished

PARTIES

New Jersey Building Laborers Statewide Benefit Funds and the Trustees Thereof v. L Green, LLC

TOPICS

arbitration collective bargaining labor law contracts civil procedure

PRACTICE AREAS

arbitration labor law contracts commercial litigation civil procedure

QUESTIONS PRESENTED

1. Whether the court was required under the Federal Arbitration Act to confirm the arbitration award when the award was timely presented, Respondent was properly served, and Respondent did not seek to vacate, modify, or correct it.
2. Whether the arbitration award reflected a sufficient basis for enforcement and presented any recognized ground for rejection, including violation of law or a well-defined and dominant public policy.

HOLDINGS

1. The court must confirm the arbitration award because Petitioners timely applied for confirmation, Respondent was properly served, and no motion to vacate, modify, or correct the award was filed within the statutory period.
2. The arbitration award was enforceable because it was duly entered, reflected the arbitrator's consideration of the evidence, reached a logical conclusion, and did not evince a recognized basis for rejection.

KEY QUOTATIONS

“Within one year after the entry of an arbitration award, “any party to the arbitration may apply to [a district court in the district where the award was made] for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected.”” (Section II)

“Courts play a very limited role in reviewing the decision of an arbitrator appointed pursuant to a collective bargaining agreement.” (Section II)

“There is a strong presumption under the FAA, 9 U.S.C. § 1, et seq., in favor of enforcing arbitration awards.” (Section II)

“It reflects the Arbitrator’s consideration of the evidence before him, reaches a logical conclusion, and does not otherwise evince any basis for rejection.” (Section III)

FACTUAL BACKGROUND

The parties were bound by a collective bargaining agreement requiring L Green, LLC to make specified contributions to Petitioners' benefit funds and requiring arbitration of contribution disputes. A dispute arose

concerning delinquent contributions for August 19 through August 25, 2024, and was submitted to arbitration. The arbitrator awarded Petitioners \$2,403.72 in contributions, \$288.45 in interest, \$480.74 in liquidated damages, \$578.34 in counsel fees, and \$800 in arbitrator fees. Respondent did not appear, oppose confirmation, or seek to vacate, modify, or correct the award.

PROCEDURAL HISTORY

A dispute concerning Respondent's required contributions to Petitioners' benefit funds was submitted to arbitration. On April 29, 2025, the arbitrator entered an award requiring Respondent to pay delinquent contributions, interest, liquidated damages, counsel fees, and the arbitrator's fee. Petitioners filed a timely petition and motion to confirm on June 5, 2025; after finding service sufficient and noting that the three-month period for challenging the award had expired, the court granted the motion.

DISPOSITION

approved

CASES CITED

- Citgo Asphalt Refining Co. v. PACE International Union, Local No. 2-991, 385 F.3d 809, 815 (3d Cir. 2004)
- Hamilton Park Health Care Center v. 1199 SEIU United Healthcare Workers East, 817 F.3d 857, 861 (3d Cir. 2016)
- Dluhos v. Strasberg, 321 F.3d 365, 370 (3d Cir. 2003)
- Brentwood Medical Associates v. United Mine Workers of America, 396 F.3d 237, 241 (3d Cir. 2005)
- Freeman v. Pittsburgh Glass Works, LLC, 709 F.3d 240, 251 (3d Cir. 2013)
- Exxon Shipping Co. v. Exxon Seamen's Union, 993 F.2d 357, 360 (3d Cir. 1993)
- United Paperworkers International Union v. Misco, Inc., 484 U.S. 29, 43–44 (1987)
- W.R. Grace & Co. v. Rubber Workers, 461 U.S. 757, 766 (1983)
- Loc. 863 International Brotherhood of Teamsters v. Jersey Coast Egg Producers, Inc., 773 F.2d 530, 533–34 (3d Cir. 1985)
- Laborers' Local Union Nos. 472 & 172 & Laborers' Local Union Nos. 472 & 172 Welfare & Pension Funds & Safety, Education & Training Funds v. Mike Fitzpatrick Contractors, Civ. No. 24-516, 2024 WL 2974262, at *3 (D.N.J. June 13, 2024)