IN THE UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF WISCONSIN

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ILAH TINDER,

OPINION AND ORDER

Plaintiff,

00-C-0170-C

v.

PINKERTON SECURITY,

Defendant.

- -

This is a civil action for damages brought pursuant to Title VII of the Civil Rights Act of 1964, as amended in 1991, 42 U.S.C. § 2000-e. Plaintiff Ilah Tinder contends that defendant Pinkerton Security engaged in discriminatory employment practices on the basis of sex and retaliated against her for complaining about the alleged discrimination. In an opinion and order entered September 25, 2000, I found that the parties were subject to a mandatory arbitration agreement and granted defendant's motion to stay pending arbitration. The case is presently before the court on defendant's motion to confirm the arbitration award pursuant to Section 9 of the Federal Arbitration Act. 9 U.S.C. § 9 (1994).

In response, plaintiff requests that the court deny defendant's motion to confirm the arbitration award, vacate the award and order a trial *de novo* or remand the case to the

arbitrator for a hearing on the issue of the pay differential. Because plaintiff has not pointed to a single piece of material evidence to support her claim that the arbitrator exceeded her powers and imperfectly executed them, defendant's motion to confirm the arbitration award will be granted.

Before reaching the issue at hand, I note that plaintiff devotes the first section of her brief to arguing that this case was improperly ordered to arbitration. I have already considered this issue and concluded that there was adequate consideration to enforce the arbitration agreement. Plaintiff raises no new challenges to the arbitration agreement but simply rehashes arguments that this court has already rejected. Therefore, my previous decision to enforce the arbitration agreement stands.

FACTS

Plaintiff was employed by defendant from October 21, 1996, to November 1998, as a security officer. Plaintiff filed this lawsuit in March 2000, alleging that defendant had discriminated against her by requiring her to work overtime hours, failing to pay her in a timely fashion and failing to reimburse her for work boots. She alleged also that defendant had retaliated against her for complaining about discrimination by changing her job assignment, changing her pay and refusing to accommodate a religious practice. Plaintiff alleged that these retaliatory practices led to her constructive discharge.

On June 15, 2000, defendant moved this court for stay pending arbitration pursuant to a mandatory arbitration agreement between the parties. I granted defendant's motion on September 25, 2000, concluding that the arbitration agreement was supported by adequate consideration and that plaintiff's continued employment-at-will constituted her agreement to be bound by the arbitration program. The case was closed for administrative purposes with the expectation that the arbitration process would resolve all of the issues between the parties and make further proceedings in this court unnecessary. The parties went to arbitration and on June 5, 2001, the arbitrator granted defendant's motion for summary judgment. The arbitrator found in favor of defendant on both the sex discrimination and retaliation claims and concluded further that there was insufficient evidence of religious discrimination or constructive discharge.

OPINION

Judicial review of arbitration awards is tightly limited. Baravati v. Josephthal, Lyon & Ross, Inc., 28 F.3d 704, 706 (7th Cir. 1994); Chicago Cartage Co. v. Int'l Bhd. of Teamsters, 659 F.2d 825, 827 (7th Cir. 1981). Upon application to the court to confirm an arbitration award, the court *must* grant the order unless the award is vacated, modified or corrected. 9 U.S.C. § 9 (emphasis added). The only grounds to set aside an arbitration award are set forth in Section 10(a) of the Federal Arbitration Act: (1) the award was

procured by corruption, fraud, or undue means; (2) there was evident partiality or corruption in the arbitrator; (3) the arbitrator was guilty of certain kinds of procedural misconduct; or (4) the arbitrator exceeded her powers or so imperfectly executed them that a mutual, final and definite award was not made. 9 U.S.C. § 10(a).

Plaintiff argues that the arbitrator exceeded her powers and imperfectly executed them by granting defendant's motion for summary judgment. Plaintiff recounts all the evidence adduced during arbitration and argues that it was sufficient to sustain a decision in her favor. In making this argument, plaintiff turns a blind eye to this court's limited scope of review in deciding whether to confirm an arbitration award. In essence, plaintiff is arguing that the arbitrator exceeded her powers because her decision is wrong. However, an arbitration award will not be set aside for errors in the arbitrator's interpretation of law or findings of fact. Nat'l Wrecking Co. v. Int'l Bhd. of Teamsters, Local 731, 990 F.2d 957, 960 (7th Cir. 1993). Even clear or gross errors of law or fact by the arbitrator do not authorize courts to annul awards. Gingiss Int'l, Inc. v. Bormet, 58 F.3d 328, 333 (7th Cir. 1995). As stated previously, I must confirm the arbitration award unless plaintiff has made a showing of one of the four statutory grounds stated in the Federal Arbitration Act. 9 U.S.C. §§ 9-10.

Plaintiff has not made this showing. Plaintiff's contention that the arbitrator exceeded her powers is a frivolous attempt to have the court review the entire arbitration proceedings. This court is not a forum to reargue the merits of claims already decided by an

arbitrator. The goal of arbitration is to provide an alternative to judicial dispute resolution, not a preview of it. Ethyl Corp. v. United Steelworkers of Am., 768 F.2d 180, 184 (7th Cir. 1985). The Federal Arbitration Act does not permit the kind of appellate review of the arbitrator's decision plaintiff would like, Gingiss Int'l, 58 F.3d at 333, and the courts do not support use of arbitration as a "preliminary step to judicial resolution;" doing so would undermine the benefits of reduced delay and expense that arbitration offers litigants. Eljer Manufacturing, Inc. v. Kowin Development Corp., 14 F.3d 1250, 1254 (7th Cir. 1994). Plaintiff's opposition to the arbitration award is nothing more than an attempt to get two kicks at the cat. Defendant's motion to confirm the arbitration award must be granted.

ORDER

IT IS ORDERED that the motion of defendant Pinkerton Security to confirm the arbitration award is GRANTED. The clerk of court is directed to enter judgment in favor of defendant and close this case.

Entered this 25th day of September, 2001.

BY THE COURT:

BARBARA B. CRABB
District Judge