

Compelling and Staying Arbitration in Kentucky

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A Practice Note explaining how to request judicial assistance in Kentucky state court to compel or stay arbitration. This Note describes the issues counsel must consider before seeking judicial assistance and explains the steps counsel must take to obtain a court order compelling or staying arbitration in Kentucky.

SCOPE OF THIS NOTE

When a party commences a lawsuit despite the existence of an arbitration agreement, the opposing party may need to seek a court order to stay the litigation and compel arbitration. Likewise, when a party starts an arbitration proceeding in the absence of an arbitration agreement, the opposing party may need to seek a court order staying the arbitration. This Note describes the key issues counsel should consider when requesting a court to compel or stay arbitration in Kentucky.

PRELIMINARY CONSIDERATIONS WHEN COMPELLING OR STAYING ARBITRATION

Before seeking judicial assistance to compel or stay arbitration, parties must first determine whether the Federal Arbitration Act (FAA) or the Kentucky Uniform Arbitration Act (KUAA) applies to the arbitration agreement (see Determine the Applicable Law). Parties must also consider:

- The threshold factual issues courts consider when evaluating a request to compel or stay arbitration (see Threshold Issues for the Court to Decide).
- The issues specific to requests to compel arbitration (see Seeking to Compel Arbitration).
- The issues specific to requests to stay arbitration (see Seeking to Stay Arbitration).

- Whether to make an application for provisional remedies when seeking to compel or stay arbitration (see Seeking Provisional Remedies).
- Whether to request discovery (see Determine Whether to Request Discovery).

DETERMINING THE APPLICABLE LAW

When evaluating a request for judicial assistance in arbitration proceedings, the court (and the party seeking to compel arbitration) must determine whether the arbitration agreement is enforceable under the FAA or the KUAA.

The FAA

An arbitration agreement falls under the FAA if the agreement:

- Is in writing.
- Relates to a commercial transaction or a maritime matter.
- States the parties' agreement to arbitrate a dispute.

(9 U.S.C. § 2.)

The FAA applies to all arbitrations arising from maritime transactions or to any other contract involving "commerce," a term the courts define broadly. Parties may, however, contemplate enforcement of their arbitration agreement under state law (see *Hall St. Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 590 (2008); *Ally Cat, LLC v. Chauvin*, 274 S.W.3d 451, 455 (Ky. 2009)).

For more information on compelling arbitration when an arbitration agreement falls under the FAA, see Practice Note, *Compelling and Enjoining Arbitration in US Federal Courts: Agreement Must Fall Under Federal Arbitration Act* ([6-574-8707](#)).

The KUAA

Kentucky law favors the enforcement of arbitration agreements (see *Medcom Contracting Servs., Inc. v. Shepherdsville Christian Church Disciples of Christ*, 290 S.W.3d 681, 685 (Ky. App. 2009)). The KUAA reflects the state's public policy favoring arbitration agreements (see *Kindred Nursing Ctrs. Ltd. P'ship v. Cox*, 486 S.W.3d 892, 894 (Ky. App. 2015)).

The KUAA generally applies to written arbitration agreements. However, the KUAA does not apply to:

- Arbitration agreements between employers and employees or between their respective representatives.
- Insurance contracts.

(Ky. Rev. Stat. Ann. § 417.050.)

The KUAA also does not apply to certain derivative claims, because Kentucky law prohibits parties from arbitrating them. Specifically, the derivative claims Kentucky prohibits parties from arbitrating include:

- Wrongful death claims based on an arbitration agreement the decedent signed (see *Ping v. Beverly Enter., Inc.*, 376 S.W.3d 581, 600 (Ky. 2012));
- Loss of consortium claims based on an arbitration agreement the primary injured party signed (see *Stepp v. Wurtland Health Care Ctr., Inc.*, 2014 WL 507339, at *2 (Ky. Ct. App. Feb. 7, 2014)).

For Kentucky courts to have subject matter jurisdiction to enforce an arbitration agreement under the KUAA, the arbitration agreement must specify that the parties must conduct the arbitration in Kentucky (Ky. Rev. Stat. Ann. § 417.200). Otherwise, Kentucky courts have no jurisdiction to enforce an arbitration agreement under the KUAA, although they may have jurisdiction to enforce the agreement under the FAA (see *JPMorgan Chase Bank, N.A. v. Bluegrass Powerboats*, 424 S.W.3d 902, 905 n.2 (Ky. 2014); see also *Tru Green Corp. v. Sampson*, 802 S.W.2d 951, 953 (Ky. Ct. App. 1991) (holding that the arbitration agreement must provide for arbitration within Kentucky to confer subject matter jurisdiction on a Kentucky court)). If the arbitration agreement expressly states that it is governed by the FAA, the KUAA does not apply, and a Kentucky court may enforce it under the FAA (see *Hathaway v. Eckerle*, 336 S.W.3d 83, 87 (Ky. 2011)).

The KUAA is based on the Uniform Arbitration Act of 1956 (UAA), which the National Conference of Commissioners on Uniform State Laws revised in 2000 when it promulgated the Revised Uniform Arbitration Act (RUAA). To date, the Kentucky legislature has not introduced legislation to adopt the RUAA.

For more information on the RUAA and a list of states that have adopted it, see Practice Note, Revised Uniform Arbitration Act: Overview ([w-004-5167](#)).

INTERSECTION OF THE FAA AND KUAA

Because the KUAA closely tracks the FAA, Kentucky courts construe the KUAA consistently with the FAA (see *Am. Gen. Home Equity, Inc. v. Kestel*, 253 S.W.3d 543, 550 (Ky. 2008); *Louisville Peterbilt, Inc. v. Cox*, 132 S.W.3d 850, 857 (Ky. 2004)).

If the agreement falls under federal law, state courts apply the FAA, which preempts conflicting state law only to the extent the state law “stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress” (*Volt Info. Scis., Inc. v. Bd. of Trs. Of Leland Stanford Junior Univ.*, 489 U.S. 468, 476-77 (1989) (there is no federal policy favoring arbitration under a certain set of procedural rules; the federal policy behind the FAA is simply to ensure that arbitration agreements are enforceable); see also *N. Ky. Area Dev. Dist. v. Snyder*, 2017 WL 2209953, at *3 (Ky. Ct. App. May 12, 2017)).

Kentucky courts apply the federal arbitrability standard when determining whether to compel or stay arbitration under an

FAA-controlled agreement, rather than evaluating these threshold questions under Kentucky state law (see *Southland v. Keating Corp.*, 465 U.S. 1, 12-13 (1984); see also Practice Note, Compelling and Enjoining Arbitration in US Federal Courts: Arbitrability ([6-574-8707](#))). However, the FAA does not prevent Kentucky state courts from, among other things, applying state contract law to determine the existence, validity, and scope of an arbitration agreement (see *Ping*, 376 S.W.3d at 590).

For a further discussion of various states’ procedural rules relating to arbitration, see Practice Note, Choosing an Arbitral Seat in the US ([1-501-0913](#)).

THRESHOLD ISSUES FOR THE COURT TO DECIDE

When deciding an application to stay or compel arbitration, the court may not rule on the merits of the underlying claims. Instead, the court plays a gatekeeping role that is limited to determining whether:

- A valid agreement to arbitrate exists (see Valid Arbitration Agreement).
- The arbitration agreement covers the parties’ dispute (see Scope of the Arbitration Agreement).

(Ky. Rev. Stat. Ann. § 417.060(1); see *MHC Kenworth-Knoxville/ Nashville v. M & H Trucking, LLC*, 392 S.W.3d 903, 905-06 (Ky. 2013); *Stanton Health Facilities, LP v. Fletcher*, 454 S.W.3d 312, 314 (Ky. Ct. App. 2015) (quoting *North Fork Collieries LLC v. Hall*, 322 S.W.3d 98, 102 (Ky. 2010)).)

The court also may determine if a party has waived its right to arbitrate (see *Kestel*, 253 S.W.3d at 551-52; see Waiver).

A party may raise any of these questions as either:

- A basis for the application to compel or stay arbitration.
- A defense in an opposition to an application.

Once the court rules on these issues, all remaining questions in the dispute are generally for the arbitrator to decide (Ky. Rev. Stat. Ann. § 417.060(2)).

However, the arbitrator, not the court, decides the issue of arbitrability if the parties’ arbitration agreement clearly and unmistakably delegates this responsibility to the arbitrator (see *First Options of Chicago v. Kaplan*, 514 U.S. 938, 944 (1995); *Dixon v. Daymar Colls. Grp., LLC*, 483 S.W.3d 332, 341-342 (Ky. 2015)).

For more information about the roles of the courts and arbitrators in determining arbitrability issues, see Practice Note, Arbitrability Issues in US Arbitration: Determination by a Court or Arbitrator ([w-005-0556](#)).

VALID ARBITRATION AGREEMENT

Kentucky contract law applies to the determination of whether parties agreed to arbitrate a dispute (see *Valued Servs. of Kentucky, LLC v. Watkins*, 309 S.W.3d 256, 261 (Ky. Ct. App. 2009)). Under the KUAA, a written arbitration agreement is valid and enforceable unless there are legal or equitable defenses to the enforcement of any contract (Ky. Rev. Stat. Ann. § 417.060). Absent legal or equitable grounds to avoid a contract under Kentucky contract law, Kentucky courts enforce an arbitration agreement according to its terms if the party to be bound:

- Duly executed it.
- Had an opportunity to read it.

(See *Conseco Fin. Serv. Corp. v. Wilder*, 47 S.W.3d 335, 341 (Ky. Ct. App. 2001).)

The general defenses to contract under Kentucky law are available to a party seeking to avoid enforcement of an arbitration agreement, including:

- Unconscionability (see *Mortg. Electronic Registration Sys., Inc. v. Abner*, 260 S.W.3d 351, 355 (Ky. Ct. App. 2008); *Watkins*, 309 S.W.3d at 263 (arbitration clause in boilerplate printed form contract between parties of disparate bargaining power unenforceable as contract of adhesion)).
- Fraudulent inducement (see *Louisville Peterbilt*, 132 S.W.3d at 855-56 (fraud in inducement of arbitration clause may render clause unenforceable)).

Consistent with the FAA, Kentucky courts construe an arbitration agreement to be unenforceable under the KUAA if the arbitration clause, as opposed to the contract containing it, is:

- Unconscionable.
- The product of fraud in the inducement.

(See *Louisville Peterbilt*, 132 S.W.3d at 855 (citing *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 402 (1967)).)

Where a party interposes these defenses to the contract as a whole, the arbitrator decides the issue (see *Louisville Peterbilt*, 132 S.W.3d at 855).

Once the party seeking to arbitrate presents prima facie evidence of a valid arbitration agreement, a heavy burden shifts to the party seeking to avoid the agreement (see *Schnuerle v. Insight Comm'ns Co., L.P.*, 376 S.W.3d 561, 575 (Ky. 2012); *Louisville Peterbilt*, 132 S.W.3d at 857).

SCOPE OF THE ARBITRATION AGREEMENT

Courts can only require parties to arbitrate claims they agreed to arbitrate (see *Linden v. Griffin*, 436 S.W.3d 521, 525 (Ky. 2014) (quoting *First Options*, 514 U.S. at 943)). When deciding a motion to compel or stay arbitration, Kentucky courts regard the face of the parties' arbitration agreement and resolve any doubts about the scope of the agreement in favor of arbitration (see *Extendicare Homes, Inc. v. Whisman*, 478 S.W.3d 306, 320 (Ky. 2015) (rev'd in part on other grounds, *Kindred Nursing Ctrs. Ltd. P'ship v. Clark*, 137 S. Ct. 1421 (2017)); see also *Louisville Peterbilt*, 132 S.W.3d at 855).

WAIVER

Unless the parties' arbitration agreement expressly provides for the arbitrator to decide the issue, the court determines whether a party has waived its right to arbitrate (see *Kestel*, 253 S.W.3d at 551-52 (noting the court's inherent power to prevent abuse of process and expertise in recognizing abuses)).

Kentucky law generally defines waiver as a voluntary and intentional surrender of a known right (see *Greathouse v. Shreve*, 891 S.W.2d 387, 390 (Ky. 1995)). Waiver may be express or implied, although courts do not lightly infer a waiver of arbitration rights (see *Kestel*, 253 S.W.3d at 553-54).

Under Kentucky law, a party may waive its right to proceed to arbitration either:

- Expressly, by stating its intention to waive arbitration.
- Impliedly, in the party's language or by actions that are unequivocally inconsistent with an intention to proceed with arbitration, such as engaging in court litigation.

(See *Kestel*, 253 S.W.3d at 553-54; *Conseco*, 47 S.W.3d at 344.)

Because there is no rigid rule defining waiver of the right to arbitrate, courts consider several aspects of the party's litigation conduct to decide whether a waiver occurred, including:

- Whether the party's actions are inconsistent with the right to arbitrate.
- The extent of the party's participation in pretrial litigation.
- The length of the party's delay in invoking its right to arbitrate.
- The proximity of the trial date.
- If the party is a defendant, whether it filed a counterclaim in the court action without requesting a stay of the action.
- The prejudice to the opposing party from the party's action.

(See *Kestel*, 253 S.W.3d at 553-54; *Conseco*, 47 S.W.3d at 344.)

CONSIDERATIONS WHEN PREPARING THE APPLICATION

Before making an application to compel or stay arbitration in Kentucky court, counsel should take into account several factors.

SEEKING TO COMPEL ARBITRATION

Under the KUAA, a party that wants to compel arbitration may ask the court to compel the other party to arbitrate the dispute (Ky. Rev. Stat. Ann. § 417.060(1)). The party makes its application as a motion whether or not there is already a lawsuit pending between the parties (Ky. Rev. Stat. Ann. § 417.190). If there is no lawsuit already pending, the motion starts the action (see Procedural and Formatting Rules for the Motion).

The court must stay litigation between the parties involving the arbitrable dispute if both:

- A party moves to compel arbitration.
- The court orders the parties to arbitrate.

(Ky. Rev. Stat. Ann. § 417.060(4).)

If any non-arbitrable issue is severable, the court may stay only the court proceedings that involve the arbitrable issues (Ky. Rev. Stat. Ann. § 417.060(3)).

SEEKING TO STAY ARBITRATION

If an arbitration claimant threatens or demands arbitration against a party that believes it is not bound to arbitrate the dispute (see Threshold Issues for Court to Decide), the party resisting arbitration may ask a court to stay arbitration (Ky. Rev. Stat. Ann. § 417.060(2)). The party makes its application as a motion in the same way a party moves to compel arbitration (Ky. Rev. Stat. Ann. § 417.190; see Procedural and Formatting Rules for the Motion).

Under the KUAA, a court may only stay arbitration if there is no valid agreement to arbitrate the dispute (Ky. Rev. Stat. Ann. § 417.060(2); see also *The Beyt, Rish, Robbins Grp., Architects v. Appalachian Reg'l Healthcare, Inc.*, 854 S.W.2d 784, 786 (Ky. Ct. App. 1993) (recognizing

lack of an agreement to arbitrate as only ground to stay arbitration in Kentucky); *Roberts v. Molyneaux*, 2014 WL 4177443, at *2-3 (Ky. Ct. App. Aug. 22, 2014)).

The court must summarily determine whether there is a valid arbitration agreement covering the dispute. If the court denies the motion to stay arbitration because it finds that a valid arbitration agreement covering the dispute exists, the court must order the parties to arbitrate, even if the other party did not move to compel arbitration. (Ky. Rev. Stat. Ann. § 417.060(2).)

SEEKING PROVISIONAL REMEDIES

The KUAA does not expressly provide for a provisional remedy pending resolution of the arbitration. No reported Kentucky state court decisions address the availability of provisional relief pending arbitration.

However, Kentucky courts construe the KUAA and the Kentucky Rules of Civil Procedure consistent with their federal counterparts and look to corresponding federal cases as persuasive authority (see *Kestel*, 253 S.W.3d at 550; *Louisville Peterbilt*, 132 S.W.3d at 857; *Whaley v. Whitaker Bank, Inc.*, 254 S.W.3d 825, 828 (Ky. Ct. App. 2008) (construing Ky. R. Civ. P. 41); *Perry v. Commonwealth ex rel. Kessinger*, 652 S.W.2d 655, 658 (Ky. 1983) (federal court decisions interpreting the Federal Rules of Civil Procedure are persuasive authority when interpreting the Kentucky Rules of Civil Procedure)). The KUAA also provides that courts should construe its provisions uniformly with the other jurisdictions that enact the UAA (Ky. Rev. Stat. Ann. § 417.240).

While arbitration is pending, counsel therefore may consider seeking:

- A preliminary injunction or temporary restraining order (Ky. R. Civ. P. 65.04 and Ky. Rev. Stat. Ann. § 425.066; see *Wells v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 919 F. Supp. 1047, 1051 (E.D. Ky. 1994) (finding a preliminary injunction appropriate to avoid rendering the arbitration meaningless)).
- An order of attachment (Ky. R. Civ. P. 69.01 to 69.03 and Ky. Rev. Stat. Ann. §§ 425.301 to 425.316).

For more information on provisional relief in Kentucky courts, see State Q&A, Provisional Remedies: Kentucky ([4-578-8011](tel:4-578-8011)).

DETERMINE WHETHER TO REQUEST DISCOVERY

Although the court may not permit pre-arbitration discovery regarding the underlying arbitration claims, a Kentucky court deciding a motion to compel or stay arbitration may allow limited discovery on the issue of arbitrability (see *Stanton Health Facilities*, 454 S.W.3d at 314). Counsel considering requesting discovery should limit the request to the issue the court must summarily decide under the KUAA (see *Kindred Healthcare, Inc. v. Peckler*, 2006 WL 1360282, at *4 (Ky. May 18, 2006) (on motion to compel arbitration, trial court had jurisdiction to permit discovery on whether arbitration agreement was void)).

ADDITIONAL PROCEDURAL CONSIDERATIONS

Before commencing litigation about an arbitrable dispute in a Kentucky court, counsel should consider other factors that may affect the contents of the motion, the manner in which to bring it, and the likelihood of obtaining the desired relief. These factors include:

- Whether the court has subject matter jurisdiction and personal jurisdiction (see Court Jurisdiction).

- The proper venue in which to bring the motion (see Venue).
- The proper time to bring the motion (see Timing).

Court Jurisdiction

Under the KUAA, an agreement providing for arbitration in Kentucky confers jurisdiction on any court within the state to both:

- Enforce the agreement.
- Enter judgment on the award.

(Ky. Rev. Stat. Ann. § 417.200.)

The KUAA defines “court” as “any court of competent jurisdiction of this state” (Ky. Rev. Stat. Ann. § 417.200). If the parties’ arbitration agreement provides for arbitration in Kentucky, the state court has subject matter jurisdiction over proceedings involving the agreement (see *Tru Green Corp.*, 802 S.W.2d at 953).

If there is no pending litigation between the parties, the party starting an action to compel or stay arbitration must ensure the court has a basis to exercise personal jurisdiction over the other party. Proper bases of personal jurisdiction include:

- General jurisdiction, which means the other party’s contacts with Kentucky are so continuous and systematic that it renders the party essentially at home in Kentucky (see *Goodyear Dunlop Tire Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011)).
- Specific jurisdiction under Kentucky’s long arm statute, which is proper only where the cause of action arises from the other party’s contacts with Kentucky (Ky. Rev. Stat. Ann. § 454.210; see *Caesar’s Riverboat Casino, LLC v. Beach*, 336 S.W.3d 51, 54-55 (Ky. 2011)).

Venue

If there is already a proceeding pending between the parties involving an arbitrable claim, a party seeking to compel or stay arbitration must make the motion in that court (Ky. Rev. Stat. Ann. § 417.190). Otherwise, a party seeking to compel or stay arbitration must make a motion in the court of the county where:

- The arbitration agreement specifies the arbitration hearing must occur.
- The arbitration hearing, if any, is occurring.
- The adverse party either:
 - resides; or
 - has a place of business.

(Ky. Rev. Stat. Ann. § 417.210.)

If the adverse party has no residence or place of business in Kentucky, the moving party may file the motion in any Kentucky county court (Ky. Rev. Stat. Ann. § 417.210).

If the motion to compel or stay arbitration starts the action, counsel must file the action in either:

- The Kentucky district court, if the amount in controversy is \$5,000 or less (Ky. Rev. Stat. Ann. § 24A.010).
- The Kentucky circuit court, if the amount in controversy exceeds \$5,000 (Ky. Rev. Stat. Ann. § 23A.010).

Timing

The KUAA does not impose a deadline by which a party must file a motion to compel or stay arbitration. However, an unreasonable delay in moving to compel arbitration may cause a court to find a waiver of the right to arbitrate (see *Kestel*, 253 S.W.3d at 555; Waiver).

The arbitrator generally decides whether a demand for arbitration is timely under the parties' agreement (see *Roberts*, 2014 WL 4177443, at *2-3; *Bevt, Rish*, 854 S.W.2d at 786).

APPLICATION TO COMPEL OR STAY ARBITRATION

Regardless of any pending litigation between the parties, a party asks a court to compel or stay arbitration in Kentucky state court by filing a motion on notice. If the motion starts a proceeding, the applicant serves the notice in the same manner as a summons in a civil case. (Ky. Rev. Stat. Ann. § 417.190; see *Pavkovich v. Shenouda*, 280 S.W.3d 584, 588 (Ky. Ct. App. 2009).)

When moving to stay or compel arbitration, counsel should be familiar with:

- The procedural and formatting rules relevant to case-initiating documents (see Procedural and Formatting Rules for the Motion)
- The documents necessary to bring the application to compel or stay arbitration (see Documents Required for the Motion).
- The methods for filing and serving the documents (see Filing and Serving the Motion).

PROCEDURAL AND FORMATTING RULES FOR THE MOTION

Counsel should be familiar with applicable procedure and formatting rules for motions in the Kentucky courts. Counsel also should check the relevant court websites for additional information and guidance on procedural and formatting rules.

Procedural Rules

The procedural rules on the filing of a motion and case-initiating papers in Kentucky courts include:

- The Kentucky Rules of Civil Procedure, especially:
 - Rule 3 (commencing actions);
 - Rule 4 (serving process);
 - Rules 5 (serving and filing motions);
 - Rule 7 (form of pleadings and motions); and
 - Rule 10 (form of pleadings).
- Local rules (for example, the Rules of Practice of the Fayette Circuit Criminal and Civil Courts).
- Judges' individual rules.

For more information on starting an action in Kentucky, see State Q&A, Commencing an Action: Kentucky ([5-575-2785](#)).

Formatting Rules

Counsel should always ensure any documents they file with the court comply with the formatting rules. The rules for captions, formatting, and signatures apply to motions (Ky. R. Civ. P. 7.02). Papers in Kentucky courts must generally:

- Contain a caption.
- Be:
 - typewritten;
 - double-spaced; and
 - on 8-1/2 by 11-inch unglazed white paper.
- State:
 - the relief the movant seeks; and
 - the grounds for the requested relief.

(Ky. R. Civ. P. 7.02.)

The papers also must contain the moving counsel's:

- Identification and contact information.
- Signature.

(Ky. R. Civ. P. 11.)

DOCUMENTS REQUIRED FOR THE APPLICATION

A motion to compel or stay arbitration must include the same documents as any motion. These documents include:

- The motion.
- A memorandum of law in support of the motion.
- Any accompanying affidavits or exhibits, such as a copy of the parties' arbitration agreement.
- A certificate of service.
- A notice of the motion.

SERVING AND FILING THE APPLICATION

If there is already a lawsuit pending between the parties, the moving party serves and files the motion like any motion in a civil action. If the motion initiates the action, the movant files the motion in the appropriate court and serves the notice and motion in the same manner as a summons in a civil case, unless the parties agree otherwise (Ky. Rev. Stat. Ann. § 417.190; see Venue).

A party serves summons in Kentucky by either:

- Registered or certified mail.
- Personal service.

(Ky. R. Civ. P. 4.01.)

To determine any additional filing requirements, counsel also should check the applicable court's local rules and, where applicable, the presiding judge's rules.

Electronic filing is available in all 120 Kentucky counties (KY NMHC AP E-Filing §§ 1-16). E-filed papers generally must not contain hyperlinks and must be:

- In PDF or PDF-A format.
- In a file of no more than 50 megabytes.
- Legible.
- On 8-1/2 by 11-inch paper.

(KY NMHC AP E-Filing, § 7.)

APPEALING AN ORDER TO COMPEL OR STAY ARBITRATION

Under the FAA, litigants may not immediately appeal orders favorable to arbitration, which are interlocutory (9 U.S.C. § 16(b); see Practice Note, *Compelling and Enjoining Arbitration in US Federal Courts: Appealing an Order to Compel or Enjoin Arbitration (6-574-8707)*). The prohibition on interlocutory appeals, the final judgment rule, and the FAA therefore limit the appeal of an order compelling arbitration or denying a motion to stay arbitration in federal court (28 U.S.C. § 1291; 28 U.S.C. § 1292; 9 U.S.C. § 16(b)).

However, litigants may immediately appeal federal court orders denying arbitration under the FAA. US appellate courts only have jurisdiction over orders:

- Denying requests to compel arbitration and stay litigation pending arbitration (9 U.S.C. § 16(a)(1)).
- Granting, continuing, or modifying an injunction against an arbitration (9 U.S.C. § 16(a)(2)).

Like the FAA, the KUAA also permits appeals of orders denying arbitration, but not orders favorable to arbitration. In Kentucky state court, a party may only appeal an order:

- Denying a motion to compel arbitration.
- Granting a motion to stay arbitration.

(Ky. Rev. Stat. Ann. § 417.220; see *N. Fork*, 322 S.W.3d at 103; *Linden*, 436 S.W.3d at 524-25.)

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