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Party Choice Outweighs Unconscionability in Eleventh Circuit Religious Arbitration: A Comment on Garcia v. Church of Scientology Flag Serv. Org.

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PARTY CHOICE OUTWEIGHS UNCONSCIONABILITY IN ELEVENTH CIRCUIT RELIGIOUS ARBITRATION: A COMMENT ON *GARCIA V. CHURCH OF SCIENTOLOGY FLAG SERV. ORG.*

By
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I. INTRODUCTION

In *Garcia v. Church of Scientology Flag Serv. Org.*, the Eleventh Circuit held that the District Court for the Middle District of Florida was correct in denying the plaintiffs' motion to vacate an arbitral award.[1] In *Garcia*, arbitration agreements compelled the Garcias, former members of the Church of Scientology, to arbitrate all disputes with the church or its affiliates.[2] Specifically, the agreements called for "religious arbitration" governed by the principles of Scientology.[3]

The hallmark of religious arbitration is the use of "faith-based tribunal[s]."[4] These tribunals resolve disputes by applying religious principles and procedures.[5] While those principles and procedures often vary,[6] the United States has a long history of enforcing religious arbitrations and the resulting awards.[7] Nevertheless, *Garcia* was unique because it was the Church of Scientology's first arbitration,[8] and it appears to be the first published opinion in which the Eleventh Circuit Court addresses religious arbitration.

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1. *See* Garcia v. Church of Scientology Flag Serv. Org., No. 18-13452, 2021 U.S. App. LEXIS 32601, at *2, *3 (11th Cir. Nov. 2, 2021).

2. *See id.* at *3.

3. *See id.* at *7.

4. Shai Silverman, *Before the Godly: Religious Arbitration and the U.S. Legal System*, 65 DRAKE L. REV. 719, 733 (2017).

5. *See id.* at 733-34 (In religious arbitration, religious law dictates the outcome of the dispute, regardless of whether that law contradicts other sources of law. Additionally, religious arbitrators are often religious leaders who, although knowledgable in the relevant religious law, may have little to no knowledge of the United States judicial system).

6. *See id.* at 731-33 (Religious arbitration applies to multiple faiths, but Jewish religious arbitration is the most common and developed.).

7. *See id.* (Religious arbitration plays a vital role in maintaining the courts' distance from religious doctrine. Many religious arbitrations turn on the meaning of faith-based doctrines, which the First Amendment prohibits the courts from interpreting.); *see also Garcia*, 2021 U.S. App. LEXIS 32601, at *29.

8. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *8.

In *Garcia*, the Eleventh Circuit validated the church's new arbitration procedures and enforced the resulting arbitral award.[9] Thus, it will be an important reference point for the future of Scientology arbitration. However, the decision also has broader precedential value. First, the Eleventh Circuit set a low bar for the essential terms included in an arbitration agreement to avoid procedural unconscionability. Additionally, the Eleventh Circuit adopted other circuits' views that inherent partiality cannot invalidate an award if the prejudiced parties are aware of the partiality when they enter into the contract.[10]

This comment on *Garcia* demonstrates the case's immense procedural significance. It begins by summarizing the facts that led to the Eleventh Circuit's decision. Next, it analyzes the court's reasons for rejecting each of the plaintiffs' arguments. Finally, the comment expands upon *Garcia*'s precedential impact, critiques weaker elements of the court's reasoning, and emphasizes the role that party choice played in the court's decision.

II. CASE BACKGROUND

A. Factual Background

Luis and Maria Garcia were members of the Church of Scientology, and they signed several contracts in which they agreed to arbitrate all disputes with the church via religious arbitration.[11] In this case, religious arbitration referred to "'Scientology's Internal Ethics, Justice and binding religious arbitration procedures.'"[12] However, after leaving the church, the Garcias filed claims against the church in federal district court.[13] In response, the church motioned to compel arbitration.[14] The district court granted the motion, holding that the arbitration agreements were valid.[15] The arbitration then proceeded according to the terms of the agreements, which required that the arbitrators be "'Scientologists in good standing with the Mother Church.'"[16] However, none of the

9. *See id.* at *3-39.

10. *See id*. at *19-20, 34-36 .

11. *See id*. at *3.

12. *Id.* at *6.

13. *See id*. at *4 ("[The Garcias] alleged claims of fraud, breach of contract, and unfair and deceptive trade practices under state law." [Note that this comment refers to the defendants collectively as "the church," however, the Garcias' named five defendants.]).

14. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *5.

15. *See id*. at *7.

16. *Id.*

appointed Scientologists had experience as religious arbitrators.[17] The Garcias sought over $400,000 in damages, but in the end, the arbitrators awarded them only $18,495.36.[18] Unsatisfied, the Garcias returned to court and motioned to vacate the award, but the district court denied their motion.[19] The Garcias then appealed to the Eleventh Circuit.[20]

B. Eleventh Circuit Analysis

On appeal, the Eleventh Circuit questioned whether the district court correctly denied the Garcias' motion to vacate the arbitration award.[21] The Garcias argued that the award should have been vacated for unconscionability,[22] evident partiality, and misconduct.[23] However, the Eleventh Circuit affirmed the district court's ruling.[24]

First, the court addressed unconscionability. The parties only disputed whether the agreements were enforceable under Florida law, so the Eleventh Circuit applied Florida standards for unconscionability.[25] In Florida, courts can vacate an award for unconscionability, but the motioning party must prove both procedural *and* substantive unconscionability.[26] The court described procedural unconscionability as "'whether the complaining party lacked a meaningful choice when entering into the contract.'"[27] The Garcias' contended that the arbitration agreements "were procedurally unconscionable because they were contracts of adhesion" and contained no concrete procedures

17. *See id*. at *8-9.

18. *Id.* at *4, *11. (The award only reflected deposits toward religious retreats that the Garcias never attended.).

19. *See id*. at *11.

20. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *3.

21. *See id.*

22. *See id.* at *17.

23. *See id*. at *3, *11.

24. *See id.* at *39.

25. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *17-18.

26. *See id.* (citing Basulto v. Hialeah Auto., 141 So. 3d 1145, 1158 (Fla. 2014)); *see also* Kendall Imps., LLC v. Diaz, 215 So. 3d 95, 109 (Fla. Dist. Ct. App. 2017) (citing Murphy v. Courtesy Ford, L.L.C., 944 So. 2d 1131, 1134 (Fla. Dist. Ct. App. 2006) ("[T]he party seeking to avoid arbitration has the burden to prove both procedural and substantive unconscionability.").

27. *Id.* (quoting Basulto, 141 So. 3d at 1157 n.3).

governing the arbitration.[28] There was no dispute that the contracts were adhesive.[29] However, adhesiveness alone was not enough to invalidate the contract.[30] Notwithstanding the Garcias' additional argument that the arbitration agreements also lacked essential terms, the Eleventh Circuit found no procedural unconscionability.[31]

On the other hand, an arbitration agreement is substantially unconscionable if the contract terms are so one-sided or unfair that a court cannot enforce them.[32] To this point, the Garcias argued that the contract lacked mutuality.[33] While lack of mutuality could indicate unconscionability, the Eleventh Circuit held that the Garcias failed to preserve this claim.[34] Then, the Garcias argued that the arbitration was substantially unconscionable because it was "inherently unfair" to require that the arbitrators be Scientologists.[35] According to the Garcias, Scientologists label former members as "Suppressive Persons" and must treat Suppressive Persons with animosity.[36] However, the Eleventh Circuit explained that it could not decide the issue of inherent unfairness because the meaning of "Suppressive Persons" is tied to Scientology doctrine,[37] and the Supreme Court has held that the First Amendment bars federal courts from interpreting religious doctrine.[38]

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28. *Id.*

29. Initial Brief of Appellants at 26, Garcia v. Church of Scientology Flag Serv. Org., No. 18-13452, 2021 U.S. App. LEXIS 32601 (11th Cir. Nov. 2, 2021) (No. 18-13452-B).

30. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *18 (citing VoiceStream Wireless Corp. v. U.S. Commc'ns, Inc., 912 So. 2d 34, 40 (Fla. Dist. Ct. App. 2005).

31. *See* Initial Brief of Appellants, *supra* note 30, at 12; *see also Garcia*, 2021 U.S. App. LEXIS 32601, at *20-23, 53-54 (citing Spicer v. Tenet Fla. Physician Servs., LLC, 149 So. 3d 163, 166-67 (Fla. Dist. Ct. App. 2014) (The majority also differentiated *Garcia* from *Spicer v. Tenet Fla. Physician Servs., LLC*. In *Spicer*, the court held that an arbitration agreement was invalid because it stated that employment arbitrations would be subject to the "Tenet Fair Treatment Process" (FTP), but failed to include a copy of the FTP or explain how employees could access the information. The majority held that unlike *Spicer*, *Garcia* provided some idea of the procedures.).

32. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *23 (citing Basulto., 141 So. 3d at 1158 n.4).

33. *See id.*; *see also* Initial Brief of Appellants, *supra* note 30, at 36.

34. *See* 9 U.S.C. § 10(a)(4) (2002); *see also Garcia*, 2021 U.S. App. LEXIS 32601, at *24.

35. *Id.* at *26.

36. *See* Initial Brief of Appellants, *supra* note 29, at 39-40 (The Garcias explained that as Supressive Persons, they "[had] no rights as Scientologists; . . . [were] considered insane . . . regarded as enemies with whom Scientologists are at war[,] . . . [and could be] deprived of property or injured by any means by any Scientologist without discipline from Scientology.").

37. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *27.

38. *See id.* ("The Supreme Court has made clear that the First Amendment forbids civil courts to decide legal disputes involving churches by 'resolving underlying controversies over religious doctrine.'") (quoting

Next, the court addressed the Garcias' evident partiality argument, in which the Garcias claimed the arbitrators were biased.[39] Under the Federal Arbitration Act (FAA), federal courts can vacate an award if the arbitrators are evidently partial.[40] However, this argument failed because the Eleventh Circuit reasoned that the Garcias were aware of any biases that potential arbitrators would hold against former members when they entered into the contract.[41]

Finally, the court analyzed whether the arbitrators committed misconduct. Under the FAA, federal courts can vacate an award for arbitrator misconduct.[42] Here, the Garcias argued that the arbitrators committed misconduct when they "refused to hear any evidence critical of Scientology[,] . . . allowed the International Justice Chief to present evidence outside the presence of the Garcias[,] and . . . Luis's lawyer and reading assistant were not allowed to attend the arbitration."[43] The Eleventh Circuit explained that Luis was offered an alternate reading assistant, the lawyer chose not to attend, and the evidentiary allegations, even if true, did not amount to misconduct.[44] Thus, after rejecting each of the Garcias' arguments, the Eleventh Circuit affirmed the district court's ruling, denying the vacatur of the award.[45]

III. PRECEDENTIAL VALUE OF *GARCIA V. CHURCH OF SCIENTOLOGY FLAG SERV. ORG.*

Garcia was an inaugural case on religious arbitration. Not only was it the first arbitration for Scientology, but it also appears to be the first time that the Eleventh Circuit

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Presbyterian Church in U.S. v. Mary Elizabeth Blue Hull Mem'l Presbyterian Church, 393 U.S. 440, 449 (1969)).

39. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *23, 33-34; *see also* 9 U.S.C.S. § 10(a)(2) (Inherent partiality refers to the substance of the arbitration agreement, while evident partiality refers to the partiality of the arbitrators that presided over the arbitration at issue.).

40. *See* 9 U.S.C.S. § 10(a)(2).

41. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *33 ("The Garcias agreed to a method of arbitration with inherent partiality and cannot now seek to vacate that award based on that very partiality.").

42. *See* 9 U.S.C.S. § 10(a)(3).

43. Initial Brief of Appellants, *supra* note 29, at 22.

44. *See id.* at *37-39. (To vacate an award for misconduct, the refusal to hear evidence must be so prejudicial that it prejudices the rights of the parties.); *see also* Wise v. Wachovia Sec., LLC, 450 F.3d 265, 268 (7th Cir. 2006) (upholding an award despite a party's claim of lack of evidence and explaining that the general standard misconduct is when the arbitrators act in a manner to which the parties did not consent in the agreement); *but see* Goldfinger v. Lisker, 68 N.Y.2d 225, 508 N.Y.S.2d 159, 500 N.E.2d 857 (1986) (vacating an arbitral award for misconduct because an arbitrator had a private meeting with one party, without informing the other party or the other arbitrators).

45. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *39.

Court discussed religious arbitration in a published opinion.[46] Therefore, the court's holding carries significant precedential value, and it is likely to take the same position on similar issues that arise under other faith-based arbitrations.

This case was particularly meaningful to the Eleventh Circuit because Florida, which resides in the circuit, is home to "Flag," one of Scientology's "worldwide spiritual headquarters."[47] Flag is important to the church's operations and brings in people from all over the world.[48] Thus, it is highly foreseeable that more disputes involving the church will arise in the Eleventh Circuit. This first Scientology arbitration will also be an important reference point in all upcoming Scientology arbitrations.[49]

The Eleventh Circuit's holdings in *Garcia* are also broadly applicable to future attempts to vacate any arbitral award for inherent partiality or unconscionability within the circuit. First, *Garcia* was noteworthy because it set a low bar for the essential terms in an arbitration agreement to avoid procedural unconscionability.[50] Florida law dictates that the arbitration agreement must give the parties some idea about the matters being arbitrated: the agreement must include essential terms related to the form and procedure, the number and selection of arbitrators, and the issues to be decided by the arbitrators.[51] In *Garcia*, the plaintiffs raised the issue of whether it was conscionable to compel arbitration when the arbitration agreement referenced procedures that did not yet exist.[52] Specifically, the church's arbitration agreements stated that disputes "shall be submitted to binding religious arbitration in accordance with the arbitration procedures of Church of Scientology International."[53] Although it went on to describe a procedure for selecting

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46. *See id.* at *8.

47. Interview with Tracey McManus, Reporter, Tampa Bay Times, in Tampa, Fla. (Oct. 27, 2019), https://www.npr.org/2019/10/27/773817390/scientologys-presence-in-clearwater-fla.

48. *See id.* ("Scientology has a big interest in preserving its [Clearwater, Fla.] campus. Flag is what they call it, and it's the international spiritual headquarters of the church. And it's also basically the financial nucleus of the entire organization. There's parishioners that come here from all over the world to take courses in high level auditing that's not offered anywhere else.").

49. *See, e.g.*, Maura Dolan, *Can former Scientologists take the church to court? Or are religious tribunals the only recourse?*, L.A. TIMES (Nov. 28, 2021), https://www.yahoo.com/video/former-scientologists-church-court-religious-130057420.html?guccounter=1&guce_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&guce_referrer_sig=AQAAAFTJjyoeiTqdLySR4gUL-EozzIq6OxJc6EAE062lR0AFkNskndh3aScKrqDtSnPwYYe6kKwTw8HHWtRwc6pmbYsSbe3oKtlvhJGnnz7zpUrl3A5ImT7s3rYYEu8QQ-2VUEaw-G2-l5F44be_2P5zoq-jG5VMbCvGpdnBmUwJFIgx (referencing Garcia v. Church of Scientology Flag Serv. Org. in relation to the recent and highly publicized lawsuit against Danny Masterson, which may be subject to Scientology arbitration).

50. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *19-20.

51. *See id.* at *47.

52. *See* Initial Brief of Appellants, *supra* note 29, at 12.

53. *Garcia*, 2021 U.S. App. LEXIS 32601, at *42.

arbitrators, it did not include other specific procedures.[54] Instead, the church developed procedures as the arbitration progressed, with deference to the preexisting Scientology doctrine.[55]

Thus, the Garcias argued that it was unconscionable to compel arbitration under these facts because there was no way for them to understand the procedures before entering into the contract.[56] Nevertheless, the Eleventh Circuit held that the church met the requirements for essential terms because the agreements gave the Garcias "some of the matters to be arbitrated and to 'provide some procedure' to effect arbitration."[57] The court was primarily persuaded by Luis Garcia's testimony "that he was a 'committed Scientologist and that he had 'successfully completed the "Ethics Specialist Course," during which he studied . . . the Committee on Evidence and its procedures, as well as the Scientology Justice System.'"[58] The Eleventh Circuit reasoned that the Garcias' experiences as former church members gave them "some idea" how a Scientology arbitration would proceed.[59] Thus, the court's holding and reasoning on this issue indicate that it will deem other unformed procedures sufficient if the parties have some background knowledge about the religion or topic being arbitrated.

Second, the holdings were significant because the court adopted other circuits' views that inherent partiality cannot invalidate an award if the prejudiced parties are aware of the partiality before entering the contract.[60] In *Garcia*, the plaintiffs raised the issue of whether the arbitrators were inherently partial because the arbitrators were Scientologists in good standing.[61] According to the Garcias, Scientologists could never be fair to former church members because Scientology teaches that former members, or "Suppressive Persons," have no rights, and good-standing members must treat them with hostility.[62]

The first time the meaning of "Suppressive Persons" appeared in the *Garcia* opinion—in response to the Garcias' substantive unconscionability argument—the court declined to address the issue because the First Amendment barred federal court

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54. *See id*. at *42.

55. *See id.* at *41-46.

56. *See* Initial Brief of Appellants, *supra* note 30, at 12.

57. *Garcia*, 2021 U.S. App. LEXIS 32601, at *21-22 (citing Greenbrook N.H., LLC v. Ex rel. Raymond, 150 So. 3d 878, 881 (Fla. Dist. Ct. App. 2014)).

58. *Id.* at *22.

59. *Id.* at *21-23.

60. *See id*. at *17.

61. *See id*. at *26.

62. *See* Initial Brief of Appellants, *supra* note 29, at 39-40.

interpretation of religious doctrine.[63] When the meaning of "Suppressive Persons" was raised again under the Garcias' inherent partiality argument, it seemed likely that the court would again decline to weigh on the issue. However, the Eleventh Circuit sidestepped the constitutional issue. Instead, it used this portion of the opinion as an opportunity to adopt other circuits' views that party choice defeats inherent partiality if the parties are aware of partiality before entering into the agreement.[64] Thus, because the Garcias understood that Scientologists might be biased against former members, and it was foreseeable that a contractual dispute could arise if the Garcias left the church, the inherent partiality claim failed.[65] Likewise, if future plaintiffs understand that the arbitrators designated by their agreements may hold certain biases, they will be unsuccessful in vacating arbitral awards in the Eleventh Circuit.

IV. NAVIGATING THE ELEVENTH CIRCUIT'S DEFERENCE TO PARTY CHOICE

In *Garcia*, the Eleventh Circuit highlighted the deference that federal courts give to arbitration and the importance of party choice, even in the face of claims of unconscionability and inherent partiality. Although courts can step in when an arbitration proceeds unfairly, their involvement is largely limited by party choice.[66] Party choice is central to arbitration, but the *Garcia* reflects some of the challenges that it creates.[67] Here, despite unclear arbitration procedures and preexisting partiality, the Garcias were compelled to arbitrate because they *chose* to enter into those agreements.[68] Therefore, plaintiffs like Garcia should be careful about signing adhesive contracts with unusual or unclear arbitration agreements because the only way to avoid arbitration may be to avoid signing the contract in the first place.

Nevertheless, if the agreement is signed, parties should use the Garcias' challenges in the Eleventh Circuit to strategize for their own success. Likewise, defendants should be aware of the weaker elements of the Eleventh Circuit's analysis. For instance, the Eleventh Circuit's holding that the Garcias had some idea of the essential terms of the arbitration agreement was flawed because it relied on the Garcias' existing

63. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *27.

64. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *34-35 (citing NFL Mgmt. Council v. NFL Players Ass'n, 820 F.3d 527, 548 (2d Cir. 2016); Williams v. NFL, 582 F.3d 863, 885 (8th Cir. 2009)) ("Other circuits have extended this reasoning to preclude challenges to evident partiality when partiality inherently exists in the arbitration procedure selected by the parties.").

65. *See id.* at *36.

66. *See* 9 U.S.C. § 10(a)(1); *see, e.g.*, Engalla v. Permanente Med. Grp., 938 P.2d 903 (4th Cir. 1997) (holding that a party may waive its right to compel arbitration if it excessively delays the proceedings).

67. *See* 9 U.S.C. § 2 (making arbitration agreements "valid, irrevocable, and enforceable"); *see also, e.g.*, First Options of Chi., Inc. v. Kaplan, 514 U.S. 938 (1995) (holding that party choice can limit a court's involvement in threshold questions of arbitrator jurisdiction).

68. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *34-36.

knowledge of Scientology doctrine, equating an understanding of developed religious principles with an understanding of undeveloped religious procedures.[69]

In her dissent, Judge Rosenbaum expanded on this critique, arguing that the award should have been vacated for unconscionability because knowledge of a particular religion, field, or industry does not necessarily mean that the party can predict how the other party will conduct the arbitration.[70] Rather, she explained that this approach leaves much uncertainty, and "saying an arbitration will be 'conducted in accordance with Scientology principles' is a lot like saying a football game will be played in accordance with Scientology principles. . . . What does that mean? Will it be tackle, touch, flag, or something else? . . . And so on."[71] Ultimately, Judge Rosenbaum accused the majority of being "a rubber stamp for the kind of inherently unfair . . . 'arbitration' that necessarily occurs when the agreement-drafting party can subject the other party to whatever rules it desires—even changing the rules—as the arbitration unfolds."[72]

Additionally, in determining that the Garcias had sufficient background knowledge of Scientology principles, the majority created a complicated question for future parties: how does a court measure a person's understanding of religious doctrine without violating the First Amendment? As noted above, when the Eleventh Circuit faced the Garcias' claim of inherent unfairness, it avoided the issue by citing the First Amendment, which the Supreme Court has declared to prohibit federal courts from analyzing religious doctrine.[73] However, in determining that the Garcias had "some idea" about how an undeveloped arbitration would proceed, the court looked to religious doctrine.[74] Specifically, it looked at Luis Garcia's religious education and, based on the substance of that education, reasoned that he had some idea about arbitration procedures that did not yet exist.[75]

This case may be unique in that Luis Garcia testified that he studied the "the Committee on Evidence and its procedures, as well as the Scientology Justice System."[76] The titles of these studies left little room for court interpretation, as they specifically reference religious procedures. Nevertheless, in future cases, it may be more difficult for a court to determine the extent of a person's religious education without raising First Amendment concerns. Therefore, future motioning parties should be aware of this

69. *See id.* at *50.

70. *See id.* at *49.

71. *Id.* at *50.

72. *Id.* at *40.

73. *See id.* at *27.

74. *See id.* at *21-22, *48-59.

75. *See id.*

76. *Garcia*, 2021 U.S. App. LEXIS 32601, at *22.

concern and take special notice of the court's holdings on claims of inherent unfairness in religious arbitration.

V. CONCLUSION

At first glance, the district court's ruling and the Eleventh Circuit's affirmation compelling arbitration were unsurprising because religious arbitration is well-established in the United States, and courts generally defer to party choice in enforcing agreements to arbitrate.[77] However, *Garcia* raised other significant points and concerns. This case had a great deal of precedential value as the first religious arbitration in the history of the Church of Scientology.[78] Further, because one of the church's headquarters is located in Florida, it is foreseeable that similar disputes will arise in the Eleventh Circuit.[79]

In terms of precedent, one takeaway was the Eleventh Circuit's adoption of the view that inherent partiality cannot invalidate an award if the prejudiced parties are aware of the partiality when they enter into the contract.[80] A second takeaway was that the circuit set a low bar for the essential terms included in an arbitration agreement to avoid procedural unconscionability.[81]

Finally, future parties should also be aware of the weight and consequence of party choice, which was highlighted in this case. Federal courts have a policy favoring arbitration, and they are generally deferential to party choice.[82] Here, party choice defeated several of the Garcias' claims.[83] However, future parties could take note of these challenges before entering a contract, or, if it is too late, parties can strategize to avoid the same obstacles as the plaintiffs in this case. By understanding the significance and pitfalls of party choice, future parties will be better able to raise or defend motions to vacate arbitral awards.

77. *See e.g.*, First Options of Chi., Inc. v. Kaplan, 514 U.S. 938 (1995); Mastrobuono v. Shearson Lehman Hutton, Inc., 514 U.S. 52 (1995).

78. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *8.

79. *See* Interview with Tracey McManus, Reporter, Tampa Bay Times, in Tampa, Fla. (Oct. 27, 2019), https://www.npr.org/2019/10/27/773817390/scientologys-presence-in-clearwater-fla.

80. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *34-36.

81. *See id.* at *19-20.

82. *See generally, Kaplan*, 514 U.S. 938; *Mastrobuono*, 514 U.S. 52; Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp, 460 U.S. 1 (1983).

83. *See Garcia*, 2021 U.S. App. LEXIS 32601, at *29-39.