FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

THE GOVERNMENT OF THE LAO PEOPLE'S DEMOCRATIC REPUBLIC, *Petitioner - Appellant*, v. JOHN K. BALDWIN; and BRIDGE CAPITAL, LLC, *Respondents - Appellees*.	No. 25-2562 D.C. No. 1:22-cv-00011 OPINION

Appeal from the United States District Court
for the Northern Mariana Islands
Frances Tydingco-Gatewood, District Judge, Presiding

Argued and Submitted February 12, 2026
Honolulu, Hawaii

Filed September 17, 2026

Before: Jay S. Bybee, Ryan D. Nelson, and Danielle J. Forrest, Circuit Judges.

Opinion by Judge Forrest

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SUMMARY*

Arbitration

The panel reversed the district court's dismissal in part, for lack of subject matter jurisdiction, of a petition under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) by the Government of the Lao People's Democratic Republic (Lao PDR), which sought enforcement of international arbitral awards against John Baldwin, Shawn Scott, and three of their corporations.

Baldwin and Scott created three international corporations to invest in the gaming industry in Laos. Two of the corporations participated in arbitration proceedings against Lao PDR in international tribunals, and those tribunals issued Lao PDR monetary awards against the two businesses. In its petition in the district court, Lao PDR sought to recover against Baldwin, Scott, and all three of their corporations, asserting that while Baldwin, Scott, and their third corporation, Bridge Capital, LLC, did not participate in the arbitration proceedings, they were alter egos of the two corporations named in the arbitral awards. The district court granted Baldwin and Bridge Capital's joint motion to dismiss the petition. The district court concluded that it lacked jurisdiction under the Federal Arbitration Act (FAA), which implements the New York Convention, to enforce the awards against alleged alter ego parties Baldwin and Bridge Capital because they were not

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

named as debtors in the awards, and Lao PDR was required to bring a separate action against them. The district court stayed Scott's motion to dismiss the petition pending the resolution of this appeal.

Reversing and remanding for further proceedings, the panel held that the district court had jurisdiction under 9 U.S.C. § 203 over Lao PDR's petition to enforce the foreign arbitral awards against the related but unnamed parties, and it should have evaluated the merits of Lao PDR's alter ego theory. The underlying awards fell under the New York Convention, and the district court had subject matter jurisdiction, because the arbitration awards arose out of a legal relationship between Lao PDR and the five respondents, the relationship was commercial in nature, and it was not entirely domestic in scope. Because the awards were made by foreign tribunals according to foreign law and Lao PDR sought to enforce them in a United States district court, they were "foreign arbitral awards." Accordingly, the district court sat in secondary-country jurisdiction and was required to consider the merits of Lao PDR's petition, including its alter-ego theory, in a single action.

The panel held that this court has jurisdiction over Lao PDR's interlocutory appeal under Chapter 1 of the FAA, which permits the immediate appeal of an order denying confirmation of an award or partial award, because rather than a dismissal for lack of subject matter jurisdiction, the district court's order should have been styled as a denial of a petition to enforce.

COUNSEL

David J. Branson (argued), Law Office of David Branson, Saulieu, France; Colin M. Thompson, Thompson Law Office LLC, Saipan, Northern Mariana Islands; for Petitioner-Appellant.

Jeffrey T. Prudhomme (argued) and Deborah R. Deitsch-Perez, Stinson LLP, Dallas, Texas; Michael W. Dotts, Dotts Law Office, Saipan, Northern Mariana Islands; for Respondents-Appellees.

OPINION

FORREST, Circuit Judge:

John Baldwin and Shawn Scott are American entrepreneurs who created three international corporations to invest in the casino and gaming industry in Laos. The venture failed, culminating in legal disputes with the Government of the Lao People's Democratic Republic (Lao PDR). Two of the entrepreneurs' corporations participated in multiple arbitration proceedings against Lao PDR in international tribunals, and those tribunals issued Lao PDR monetary awards against the two businesses. Despite repeated attempts, Lao PDR has been unable to collect on these awards.

In this action, Lao PDR seeks to recover against Baldwin, Scott, and all three of their corporations by filing a petition under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention). The Federal Arbitration Act (FAA), which

implemented the New York Convention, vests jurisdiction in federal district courts to enforce international arbitral awards. Lao PDR's petition asserts that, while Baldwin, Scott, and their third corporation did not participate in the foreign arbitration proceedings, they are alter-egos of the two corporations named in the arbitral awards and should also be held liable for the awards. The district court concluded that it lacked jurisdiction to enforce the awards against the alleged alter-ego parties because they were not named as debtors in the awards, and Lao PDR was required to bring a separate action against them. We disagree. Under the FAA, the district court had jurisdiction over Lao PDR's petition to enforce the foreign arbitral awards against the three related but unnamed parties, and it should have evaluated the merits of the Lao PDR's alter-ego theory. Therefore, we reverse and remand for further proceedings.

BACKGROUND

Because this appeal arises from a motion to dismiss, we accept as true the facts stated in the operative petition to enforce the foreign arbitration awards and construe them in the light most favorable to Lao PDR. *Doe v. Regents of Univ. of Cal.*, 23 F.4th 930, 932 (9th Cir. 2022).

A. Business Venture

In 2007, Baldwin and Scott decided to invest in Laos's casino and gaming industry, and they incorporated Sanum Investments Ltd. in Macau. Sanum Investments then partnered with a Laotian conglomerate, ST Group, to finance the construction of several casinos and clubs in Laos—one of which was the Savan Vegas Casino in Savannakhet, Laos. Baldwin and Sanum Investments also obtained financing from Bridge Capital, LLC, a Northern Mariana Islands corporation in which Baldwin and Scott hold equal stakes.

Five years later, Baldwin and Scott incorporated Lao Holdings N.V. in Aruba. Baldwin and Scott then inserted Lao Holdings into the corporate ownership chain, making Sanum Investments its wholly owned subsidiary.

B. Arbitration Proceedings

By mid-2012, Sanum Investments and Lao Holdings had gotten into disputes with financier ST Group over management of the Savan Vegas Casino, and Lao PDR had also become involved in those disputes. Sanum Investments and Lao Holdings simultaneously initiated two foreign arbitration proceedings in Singapore against Lao PDR for breach of treaty protections for foreign investors.

After several years of litigation, the arbitration tribunals dismissed the companies' claims and issued two awards in Lao PDR's favor for a total of nearly $3.73 million. Sanum Investments and Lao Holdings promptly filed an action in the High Court of Singapore to set aside the awards, but that court dismissed their claim and assessed costs against them. The companies appealed the dismissal, and the Singapore Court of Appeal also dismissed and awarded costs.

While those arbitrations were ongoing, Sanum Investments and Lao Holdings initiated a separate arbitration proceeding in Singapore against San Marco Capital Partners LLC (San Marco Capital), a group that Lao PDR had appointed to manage and market the Savan Vegas Casino. Lao PDR, which had indemnified San Marco Capital, intervened.

That tribunal also issued an award in Lao PDR's favor for an additional $1.3 million. Sanum Investments and Lao Holdings sued in Singapore to set aside the third award. The High Court of Singapore dismissed and assessed costs,

which the companies again unsuccessfully appealed to the Singapore Court of Appeal.

C. Enforcement Proceedings

Lao PDR made several attempts to collect on its awards, including contacting the Managing Director of Lao Holdings in Aruba and filing a civil suit (which proved unsuccessful) in Thailand. Lao PDR also sued Baldwin and Bridge Capital in the United States District Court for the District of Idaho, which, after allowing Lao PDR several opportunities to amend its complaint, dismissed for lack of personal jurisdiction in 2022. *See Gov't of Lao People's Democratic Republic v. Baldwin*, No. 2:20-cv-00195-CRK, Dkt. 169, at *3 (D. Idaho Aug. 29, 2022).

Lao PDR then filed the petition at issue in the United States District Court for the District for the Northern Mariana Islands to enforce its three arbitral awards under the New York Convention. Initially, Lao PDR named only the two arbitral award-debtors, Sanum Investments and Lao Holdings, as respondents. It later amended its petition, however, to include Baldwin, Scott, and Bridge Capital as respondents, asserting that it should also be permitted to enforce its awards against these added parties as the award-debtors' alter-egos under a corporate-veil-piercing theory.

Baldwin and Bridge Capital jointly moved to dismiss the amended petition, alleging that, as relevant here, they could not be held liable since they were neither parties to the arbitration proceedings nor named as debtors in the arbitral awards, and no court or tribunal had found them to be alter-egos of Sanum Investments or Lao Holdings. The district court granted their motion, after which Scott also moved to dismiss. The court stayed Scott's motion pending the resolution of this appeal.

In dismissing Baldwin and Bridge Capital, the district court concluded that its jurisdiction over Lao PDR's petition to enforce arose under 9 U.S.C. §§ 203 and 207, two sections of the FAA that together authorize United States federal district courts to enforce arbitration awards issued by international tribunals. The district court further concluded that while § 203 provides that district courts "shall have original jurisdiction over . . . action[s] or proceeding[s] falling under the [New York] Convention," § 207 limits that jurisdictional grant to those actions brought "against any other party to the arbitration." Based on its understanding of § 207's implicit restrictions, the district court concluded that it could not "confirm the arbitration awards against [Baldwin and Bridge Capital]" because they "were not parties to the arbitration."

The district court also reasoned that it would be procedurally improper to evaluate in a confirmation action whether Baldwin and Bridge Capital could be held liable as alter-egos of Sanum Investments and Lao Holdings. In so holding, the court relied on the Second Circuit's decision in *Orion Shipping & Trading Co., Inc. v. E. States Petroleum Corp. of Panama, S.A.*, which held that "an action for confirmation is not the proper time for a [d]istrict [c]ourt to 'pierce the corporate veil.'" 312 F.2d 299, 301 (2d Cir. 1963). Based primarily on *Orion*, the district court determined that "[t]he proper mechanism" for Lao PDR to seek to enforcement against Baldwin and Bridge Capital was "to bring a separate action." The court explicitly declined to consider whether Baldwin and Bridge Capital would ultimately qualify as alter-egos of Sanum Investments and Lao Holdings and dismissed them "for lack of subject-matter jurisdiction."

D. Appeal

Lao PDR appealed, arguing that the dismissal of Baldwin and Bridge Capital for lack of subject-matter jurisdiction was premised on a misunderstanding of the FAA, which vests jurisdiction in district courts to enforce actions whenever they fall under the New York Convention. Lao PDR also argues that the district court misapplied Second Circuit precedent in holding that it could not evaluate an alter-ego theory in the immediate proceeding.

Baldwin and Bridge Capital contend that we lack jurisdiction to hear Lao PDR's appeal because the district court's dismissal for lack of subject-matter jurisdiction is not an appealable interlocutory order. They further argue that even if jurisdiction is proper, the district court correctly determined that subject-matter jurisdiction is lacking under § 207.

DISCUSSION

We review de novo a district court's decision to confirm or vacate an arbitral award. *HayDay Farms, Inc. v. FeeDx Holdings, Inc.*, 55 F.4th 1232, 1238 (9th Cir. 2022). We also review de novo our jurisdiction and a district court's dismissal for lack of subject-matter jurisdiction. *See id.*; *Jones v. L.A. Central Plaza LLC*, 74 F.4th 1053, 1057 (9th Cir. 2023).

We begin our analysis of the intertwined jurisdictional challenges related to enforcement of Lao PDR's international arbitration awards by reviewing the relevant legal principles that arise from the New York Convention, an international treaty governing the recognition and enforcement of arbitral awards, and its implementation under the FAA. Using that framework, we then address the

district court's subject-matter jurisdiction and our appellate jurisdiction.

A. Legal Principles

1. New York Convention

"The New York Convention is a multilateral treaty that addresses international arbitration." *GE Energy Power Conversion France SAS, Corp. v. Outokumpu Stainless USA, LLC*, 590 U.S. 432, 438 (2020); *see* Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958, 21 U.S.T. 2517 [hereinafter, N.Y. Convention]. The Convention was developed after "the rapid expansion of international trade following World War II" and is designed to offer "a workable mechanism for the swift resolution of the[] day-to-day disputes" arising out of international business ventures. *Bergesen v. Joseph Muller Corp.*, 710 F.2d 928, 929 (2d Cir. 1983). The New York Convention opened for signature in 1958. *Id.* The United States acceded to the Convention twelve years later with "the principal purpose . . . to encourage the recognition and enforcement of commercial arbitration agreements in international contracts and to unify the standards by which agreements to arbitrate are observed and arbitral awards are enforced." *Scherk v. Alberto-Culver Co.*, 417 U.S. 506, 520 n.15 (1974).

a. Recognition and Enforcement

Recognition and enforcement of arbitral awards are technically "distinct legal concepts." *Corporación AIC, SA v. Hidroeléctrica Santa Rita S.A.*, 66 F.4th 876, 882 n.2 (11th Cir. 2023). "Recognition" is a judicial determination that an award is binding, whereas "enforcement" reduces an award to a judgment. *See* Restatement (Third) U.S. L. Int'l Com.

Arb. § 1.1(nn), (m); *see also Corporación AIC, SA*, 66 F.4th at 882 n.2. But under the New York Convention, "recognition and enforcement" is a term of art, combining both processes into a single action for giving effect to an arbitral award. *Molecular Dynamics, Ltd. v. Spectrum Dynamics Med. Ltd.*, 143 F.4th 70, 82 n.8 (2d Cir. 2025); *see CBF Indústria de Gusa S/A v. AMCI Holdings, Inc.*, 850 F.3d 58, 72 (2d Cir. 2017) ("Recognition and enforcement occur together, as one process, under the New York Convention.").

The consolidated approach adopted in the New York Convention was a deliberate departure from its predecessor, the Geneva Convention, which had "required an [arbitral] award first to be recognized in the rendering state before it could be enforced abroad." *CBF Indústria*, 850 F.3d at 73 (citation omitted). That pre-enforcement recognition procedure, known as "confirmation," had proven ineffective. *See Molecular Dynamics*, 143 F.4th at 81. Consistent with its purpose, the New York Convention adopted a single recognition-and-enforcement proceeding, "enabling parties to enforce [international arbitral awards] in third countries without first having to obtain either confirmation of such awards or leave to enforce them from a court in the country" where the award was rendered. *Karaha Bodas Co., L.L.C. v. Perusahaan Pertambangan Minyak Dan Gas Bumi Negara*, 335 F.3d 357, 366–67 (5th Cir. 2003). Indeed, the New York Convention was designed to "eradicat[e] the requirement [under the Geneva Convention] that a court in the rendering state recognize an award before it could be taken and enforced abroad." *CBF Indústria*, 850 F.3d at 73 (quoting *Yusuf Ahmed Alghanim & Sons v. Toys "R" Us, Inc.*, 126 F.3d 15, 22 (2d Cir. 1997)).

b. Foreign and Nondomestic Awards

The New York Convention applies to two classes of actions to enforce arbitral awards. *Molecular Dynamics*, 143 F.4th at 81; N.Y. Convention, art. I(1). The first class consists of "awards made in the territory of a [country] other than the [country] where the recognition and enforcement of such awards are sought."[1] N.Y. Convention, art. I(1). For actions brought in federal district courts, this class includes arbitral awards rendered in another country that a party seeks to recognize and enforce in the United States. *Molecular Dynamics*, 143 F.4th at 81. These actions are referred to as "foreign arbitral awards." *CBF Indústria*, 850 F.3d at 70.

The second class consists of awards that, though rendered domestically, are "not considered as domestic awards in the [country] where their recognition and enforcement are sought." N.Y. Convention, art I(1). Under United States law, this class of arbitral awards includes those "that, despite having been made in the United States, have some significant foreign nexus." *Molecular Dynamics*, 143 F.4th at 82. These are known as "nondomestic arbitral awards." *Id.*

c. Primary- and Secondary-Country Jurisdiction

The New York Convention allocates "different roles to national courts" depending on their relationship to the arbitral award. *Karaha Bodas Co.*, 335 F.3d at 368. This relationship dictates the authority and scope of review

[1] An arbitral award is understood as "made" in the country of the "arbitral seat," which is "the jurisdiction designated by the parties or by an entity empowered to do so on their behalf to be the juridical home of the arbitration." Restatement (Third) U.S. L. Int'l Com. Arb. § 1.1(oo).

afforded to the court asked to enforce the award. *See CBF Indústria*, 850 F.3d at 71.

American courts have adopted a framework for describing this relationship "that distinguishes between 'primary' and 'secondary' jurisdictions." *Molecular Dynamics*, 143 F.4th at 83. "[T]he country in which, or under the arbitration law of which, an arbitral award is made is said to have primary jurisdiction over the arbitration award." *Id.* (quoting *Karaha Bodas Co.*, 500 F.3d at 115 n.1). All other countries have secondary jurisdiction. *See id.*

The difference between primary- and secondary-country jurisdiction has significant practical consequences. *See Molecular Dynamics*, 143 F.4th at 84; Restatement (Third) U.S. L. Int'l Com. Arb. § 1.3 cmt. c. A court of a country sitting in primary jurisdiction has authority "to set aside or modify an award in accordance with its domestic arbitral law and its full panoply of express and implied grounds for relief." *Molecular Dynamics*, 143 F.4th at 84 (quoting *Yusuf Ahmed Alghanim*, 126 F.3d at 23). But courts in countries with secondary jurisdiction may refuse enforcement "only on the limited grounds specified" by the New York Convention. *Id.* (quoting *Karaha Bodas Co.*, 500 F.3d at 115 n.1). The narrow grounds for refusal are found in Article V of the Convention. *See* N.Y. Convention, art. V.

* * * * *

In short, the New York Convention provides a single-proceeding mechanism for the recognition and enforcement of international arbitral awards, including foreign awards sought to be enforced abroad. When a party brings a petition to enforce a foreign arbitral award in a United States district court, the court exercises secondary-country jurisdiction because it sits in a country other than the one in which the

arbitral award was made. And because the court has secondary-country jurisdiction, it must either enforce the award or refuse enforcement only for one of the reasons recognized by the Convention.

2. FAA

Chapter 2 of the FAA implements the United States' obligations under the New York Convention. *See* 9 U.S.C. § 201; *Outokumpu*, 590 U.S. at 439; *Devas Multimedia Priv. Ltd. v. Antrix Corp.*, --- F.4th ----, Nos. 20-36024, 22-35085, 22-35103, 2026 WL 2330570, at *3 (9th Cir. Aug. 12, 2026) ("Congress implemented the Convention by amending Title 9 of the United States Code."). Section 203 provides that federal district courts "shall have original jurisdiction" over "[a]n action or proceeding falling under the Convention," which "shall be deemed to arise under the laws and treaties of the United States." 9 U.S.C. § 203; *see Outokumpu*, 590 U.S. at 439 (recognizing that § 203 "grants federal courts jurisdiction over actions governed by the Convention"). And § 202 specifies those actions that "fall[] under the Convention." 9 U.S.C. § 202.

Taken together, these statutes impose three basic jurisdictional requirements: "[T]he award (1) must arise out of a legal relationship (2) which is commercial in nature and (3) which is not entirely domestic in scope." *Ministry of Def. of Islamic Republic of Iran v. Gould Inc.*, 887 F.2d 1357, 1362 (9th Cir. 1989); *see* Restatement (Third) U.S. L. Int'l Com. Arb. § 1.4. When these conditions are satisfied, the action "fall[s] under the Convention" such that a district court's exercise of jurisdiction is not discretionary—that is, it does not rely on the court's substantive assessment of the arbitral award. *See Al-Qarqani v. Chevron Corp.*, 8 F.4th 1018, 1025 (9th Cir. 2021).

Section 207, in turn, delimits § 203's jurisdictional grant. *See* 9 U.S.C. § 207. It provides that "[w]ithin three years after an arbitral award falling under the Convention is made, any party to the arbitration may apply to any court having jurisdiction under this chapter for an order confirming the award as against any other party to the arbitration." *Id.* Section 207 also recognizes the federal district courts' limited secondary-country jurisdiction with respect to foreign arbitral awards, dictating that such a court "shall confirm the award unless it finds one of the grounds for refusal or deferral of recognition or enforcement of the award" as laid out in Article V of the New York Convention. *Id.* While § 207 uses the term "confirm," read in context, this reference to a confirmation action is synonymous with the New York Convention's recognition-and-enforcement proceeding for foreign arbitral awards. *CBF Indústria*, 850 F.3d at 72 ("Read in context with the New York Convention, it is evident that the term 'confirm' as used in [§]207 is the equivalent of 'recognition and enforcement' as used in the New York Convention for the purposes of foreign arbitral awards." (footnote omitted)).

B. Application

With these legal principles established, we now turn to the jurisdictional disputes presented in this appeal. We conclude that the district court had subject-matter jurisdiction under 9 U.S.C. § 203, including over Baldwin and Bridge Capital, which means that we have jurisdiction to hear Lao PDR's appeal under § 16(a)(1)(D). Because our appellate jurisdiction depends on the nature of the district court's jurisdiction, we address the district court's jurisdiction first.

1. District Court Jurisdiction

The district court dismissed Lao PDR's petition to enforce the arbitral awards as to Baldwin and Bridge Capital for lack of subject-matter jurisdiction. Baldwin and Bridge Capital assert that was proper for two independent reasons. First, they argue that because § 207 states that an action to confirm an arbitral award may only be brought "as against any other party to the arbitration," and they did not participate in any of the three arbitration proceedings, the district court lacked jurisdiction over Lao PDR's petition. Second, they argue that the district court was prohibited from considering Lao PDR's alter-ego theory in the context of a confirmation (rather than an enforcement) proceeding. We disagree with both rationales.

a.

Section 207 provides, in part: "Within three years after an arbitral award falling under the Convention is made, any party to the arbitration may apply to any court having jurisdiction under this chapter for an order confirming the award as against any other party to the arbitration." 9 U.S.C. § 207. Baldwin and Bridge Capital read the concluding phrase, "as against any other party to the arbitration," to limit the district court's subject-matter jurisdiction to those actions brought against named award-debtors. This misinterprets the language of § 207 and its place in the broader statutory scheme.

The jurisdictional grant to United States district courts over actions governed by the New York Convention is in § 203, which conveys jurisdiction over "any 'action or proceeding falling under the Convention,'" as dictated by § 202. *Al-Qarqani*, 8 F.4th at 1024 (quoting 9 U.S.C. § 203). Section 207 does not define federal subject matter-

jurisdiction over Convention proceedings. Rather, it limits when ("[w]ithin three years"), who ("any party to the arbitration"), what ("an order confirming the award"), and against whom ("any other party to the arbitration") such proceedings may be brought, presuming that the action will be brought in a "court having jurisdiction under [Chapter 2 of the FAA]." 9 U.S.C. § 207. That is, § 207's conditions are not jurisdictional because they are not "located in a jurisdiction-granting provision." *Al-Qarqani*, 8 F.4th at 1024 (quoting *Garcia v. Salvation Army*, 918 F.3d 997, 1006 (9th Cir. 2019)).

Neither § 203 nor § 207 "requires a court to assess an award against the Convention's requirements before exercising jurisdiction." *Id.* at 1025. "Instead, so long as a party makes a non-frivolous claim that an arbitral award" falls under the Convention and the asserted "claim is neither 'immaterial [nor] made solely for the purpose of obtaining jurisdiction,'" the district "court 'must assume jurisdiction and hear the merits of the case.'" *Id.* (first quoting *Bell v. Hood*, 327 U.S. 678, 682–83 (1946); then quoting *Sarhank Grp. v. Oracle Corp.*, 404 F.3d 657, 660 (2d. Cir. 2005)).

Here, the district court had subject-matter jurisdiction over Lao PDR's petition to enforce its foreign arbitral awards because the underlying awards fell under the New York Convention. As alleged in the petition, all three awards arose out of a legal relationship between Lao PDR and the five respondents—Sanum Investments and Lao Holdings as the named award-debtors, and Baldwin, Bridge Capital, and Scott as the award-debtors' alter-egos. The petition identifies the various agreements between Lao PDR and the named award-debtors upon which the awards were based. And while Lao PDR never entered into a formal relationship with the alter-ego parties, the petition advanced a theory that the

awards should nevertheless be enforced against them because they can be held liable for the obligations of Sanum Investments and Lao Holdings.

Baldwin and Bridge Capital have not contended that Lao PDR's alter-ego allegations were frivolous or made merely for the purpose of obtaining jurisdiction. Regardless, Lao PDR's petition asserts detailed allegations as to the legal relationship between the two award-debtors and the three alter-egos, asserting that Baldwin and Scott dominated and controlled their three corporate entities such that "the separate corporate personalities of each ceased to exist." The merits of those allegations are not for us to evaluate. *See CBF Indústria*, 850 F.3d at 75. We determine only that, as alleged in the petition to enforce the awards, the legal relationship between Lao PDR and the five respondents satisfies § 203's first jurisdictional requirement. *See Gould Inc.*, 887 F.2d at 1362.

Having determined that the petition sufficiently alleges a legal relationship between Lao PDR and the five respondents, we also conclude that § 203's remaining jurisdictional requirements are easily satisfied. The alleged legal relationship was commercial in nature since it involved, at a minimum, disputes about the management of the Sanum Vegas Casino. *Id.* And the relationship was not entirely domestic in scope since Lao PDR, both a party to the relationship and where the subject matter of the relationship is located, is a foreign nation. *Id.*

b.

Baldwin's and Bridge Capital's assertion that the district court lacked subject-matter as to them because Lao PDR's petition relied on an alter-ego theory is also incorrect.

All three arbitral awards were made in Singapore, a signatory state to the New York Convention. Because the awards were made by foreign tribunals according to foreign law and Lao PDR seeks to enforce them in a United States district court, they are "foreign arbitral awards." *CBF Indústria*, 850 F.3d at 71. Accordingly, the district court sat in secondary-country jurisdiction and was required to consider the merits of Lao PDR's petition, including its alter-ego theory, in a single action. *See id.* at 71–75.

The district court improperly dismissed for lack of subject-matter jurisdiction because it misunderstood the import of the Second Circuit's decision in *Orion*, which was decided before the United States had acceded to the New York Convention. At issue was an arbitral award-creditor who petitioned a United States district court to hold liable a non-party shell corporation based on an alter-ego theory. *See Orion*, 312 F.2d at 300–01. Operating under the Geneva Convention regime, the Second Circuit held that "an action for confirmation is not the proper time for a [d]istrict [c]ourt to 'pierce the corporate veil'" and determine whether an alleged alter-ego could properly be held liable. *Id.* at 301. The court explained that a confirmation proceeding "cannot be employed as a substitute for" an enforcement action against an alleged alter-ego since the two proceedings represent "quite distinct causes of action." *Id.*

Because, as the Second Circuit has since clarified, *Orion* was not decided under the procedures established by the New York Convention, and because it concerned confirmation of a nondomestic arbitral award, it is inapposite. *See CBF Indústria*, 850 F.3d at 74. In accordance with the Geneva Convention, the *Orion* court properly recognized that the award-creditor could have brought a separate action to confirm a nondomestic arbitral award. *See*

id. But the New York Convention deliberately did away with that cumbersome, two-step approach to foreign arbitral awards, providing instead for a consolidated recognition-and-enforcement proceeding. *See id.* As such, *Orion*'s reasoning "does not mandate a different result" with respect to the enforcement of the awards at issue here. *Id.*

That said, the district court's confusion was understandable. *See id.* As the Second Circuit has explained, the wording of § 207 creates "confusion regarding whether parties need to confirm a foreign arbitral award" before petitioning a district court to enforce it because § 207 "uses the term 'confirm' to describe the process by which a district court" sits in secondary-country jurisdiction in a recognition-and-enforcement proceeding for a foreign arbitral award, *id.* (quoting 9 U.S.C. § 207), when "the proper term for th[is] single-step process" is "[e]nforcement," *id.* at 75. Under New York Convention procedures, a "confirmation" proceeding occurs only when a federal district court "sits in [primary-country] jurisdiction over a nondomestic arbitral award." *Id.*

For these reasons, the district court erred in dismissing Lao PDR's petition for lack of subject-matter jurisdiction.

2. Appellate Jurisdiction

Finally, we turn to our own jurisdiction. Chapter 1 of the FAA permits the immediate appeal of "an order . . . denying confirmation of an award or partial award." 9 U.S.C. § 16(a)(1)(D). Because this authorization of interlocutory appeals "is not in conflict with . . . the [New York] Convention," it also "applies to actions and proceedings" brought under Chapter 2 of the FAA. 9 U.S.C. § 208; *see* Restatement (Third) U.S. L. Int'l Com. Arb. § 4.32 cmt. a. (recognizing that § 208 incorporates § 16(a)(1)(D) to permit

the immediate appeal of a denial of an action to enforce a foreign arbitral award under the New York Convention).

Here, Lao PDR filed its petition under Chapter 2 of the FAA. And as explained, the district court had subject-matter jurisdiction over Baldwin and Bridge Capital. As such, the district court's order should have been styled as a denial of a petition to enforce rather than as a dismissal for lack of subject-matter jurisdiction. *See Al-Qarqani*, 8 F.4th at 1025, 1027. That is, the district court "incorrectly attached a jurisdictional label to what should have been a decision on the merits." *Id.* at 1027.

Our jurisdiction over Lao PDR's appeal depends not on the label of the district court's order, but on its substance and effect. *See, e.g.*, *In re Slimick*, 928 F.2d 304, 308 (9th Cir. 1990). And where the district court's dismissal order functioned as a denial of a petition to enforce an arbitration award, we have jurisdiction over Lao PDR's appeal as an immediately appealable order under § 16(a)(1)(D).[2]

CONCLUSION

The district court had subject-matter jurisdiction over Baldwin and Bridge Capital based on the language of § 207 and Lao PDR's allegations that Baldwin, Bridge Capital, and Scott are alter-egos of the named award-debtors. Lao PDR properly sought enforcement of its foreign arbitral awards under the district court's secondary-country jurisdiction, and the district court should have evaluated the merits of Lao PDR's alter-ego theory as relates to Baldwin, Bridge Capital, and Scott. Accordingly, we reverse the district court's order

[2] Baldwin and Bridge Capital also acknowledged at oral argument that if the district court had subject-matter jurisdiction as to them, our appellate jurisdiction would be proper under § 16(a)(1)(D).

and remand with instructions for it to consider the merits of Lao PDR's petition to enforce.

REVERSED and REMANDED.[3]

[3] Appellees' motion requesting that we take judicial notice of various district court proceedings is hereby GRANTED. Dkt. No. 23.