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Ex parte Space Race, LLC

Supreme Court of Alabama - December 30, 2021 - So.3d - 2021 WL 6141625

Alabama Space Science Exhibit Commission (ASSEC) sought to vacate arbitration award that had been entered against it on breach-of-contract claim asserted by producer of space- and science-themed animated shows.

The Circuit Court denied producer's motion to dismiss. Producer petitioned for a writ of mandamus.

The Supreme Court held that the issue of whether ASSEC had interstate sovereign immunity from producer's breach-of-contract claim was fully and fairly litigated in the New York trial court that heard producer's action to confirm New York arbitration award in producer's favor, and thus the Full Faith and Credit Clause of the United States Constitution and res judicata precluded ASSEC's claim to vacate the arbitration award.

Issue of whether the Alabama Space Science Exhibit Commission (ASSEC) had interstate sovereign immunity from breach-of-contract claim asserted against it by producer of space- and science-themed animated shows was fully and fairly litigated in the New York trial court that heard producer's action to confirm New York arbitration award in producer's favor, and thus the Full Faith and Credit Clause of the United States Constitution and res judicata precluded ASSEC's later claim in Alabama state court that ASSEC's alleged sovereign immunity under the Alabama Constitution warranted vacating the arbitration award; New York trial court acknowledged that whether ASSEC was an agency of Alabama for purposes of State immunity under the Alabama Constitution was relevant to the interstate-sovereign-immunity analysis, New York trial court ultimately concluded that ASSEC was not a State agency for purposes of State immunity under the Alabama Constitution, and New York law provided that a judgment confirming an arbitration award was entitled to res judicata effect.