

## Materials, References & Links:

### Statutes Update:

S-1490, N.J.S.A. 2A:23B-33 to 36

[Section 33](#)

[Section 34](#)

[Section 35](#)

[Section 36](#)

### § 2A:23B-34. Prohibited actions for arbitration organization

An arbitration organization shall not administer a consumer arbitration, or provide any other services related to a consumer arbitration, if:

- a. the arbitration organization has, or within the preceding year has had, a financial interest in any party or attorney for a party; or
- b. any party or attorney for a party has, or within the preceding year has had, any type of financial interest in the arbitration organization.

### FAA Section 1

[New Prime Inc. v. Oliveira](#), 139 S. Ct. 532 (2019)

[Easterday v. USPACK Logistics LLC](#), 15-7559 (D.N.J. Apr. 27, 2020)

(AMD), *appeal filed* to Dist. Judge. See at end for excerpts

[Colon v. Strategic Delivery Solutions](#), LLC., 459 N.J. Super. 349 (App. Div. 2019), *certif. granted*, 239 N.J. 519 (2019)

[Arafa v. Health Express Corp.](#), A-1862-17T3, 2019 N.J. Super. Unpub. LEXIS 1283 (N.J. Super. Ct. App. Div. Jun. 5, 2019), *certif. granted*, 239 N.J. 516 (2019)

[Palko v. Airporne Express, Inc.](#), 372 F.3d 588 (3d Cir. 2004)

[Singh v. Uber](#), 939 F.3d 210 (3d Cir. 2019)

### What is an arbitration; appeal

[Welsh Family Holdings v. Addeo](#), A-5688-18T2, 2020 N.J. Super. Unpub. LEXIS 988 (N.J. Super. Ct. App. Div. May 26, 2020) (true-up; *R.* 2:2-3(a))

[Maignan v. Precision Autoworks](#), No. 13-3735, 2020 U.S. Dist. LEXIS 37803; 2020 WL 1061049 (D.N.J. Mar. 4, 2020) (car “expert”)

[Kamineni v. Tesla, Inc.](#), 2020 U.S. Dist. LEXIS 1329 (D.N.J. Jan. 6, 2020) (Lemon Law)

[\*SICA Industries, Inc. v. Macedo\*](#), A-3802018, 2019 N.J. Super. Unpub. LEXIS 2667 (App. Div. Dec. 19, 2019) (home warranty)  
[\*In re Huertas\*](#), 779 Fed. Appx. 77 (3d Cir. 2019) (mandamus; “appeal” fm order)  
[\*Ranginwala v. Citibank, N.A.\*](#), No. 18-14896, 2020 U.S. Dist. LEIS 22942 (D.N.J. Feb. 3, 2020) (amendments; futility re arbitration)

### **Commencement:**

[\*Estate of Greenstein v. Regency Heritage Nursing & Rehab Ctr., LLC\*](#), A-5494-18, 2020 N.J. Super. Unpub. LEXIS XX (App. Div. Mar. 3, 2020) (who is to initiate: “We also reject plaintiff’s argument that it was somehow defendant’s burden to seek arbitration.”)

### **Formation Issues**

[\*Flanzman v. Jenny Craig, Inc.\*](#), 456 N.J. Super. 613 (App. Div. 2019) (FAA Section 5 & NJRUAA Section 1)  
[\*Terra Fin., LLC v. Acrow Corp. of Am.\*](#), 2017 U.S. Dist. LEXIS 16945 (D.N.J. 2017) (FAA Section 5; ICC \$)  
.....[\*Sharma v. Sky Zone\*](#), A-5601-18, 2020 N.J. Super. Unpub. LEXIS 1061 (App. Div. Jun. 4, 2020) (forum/JAMS)  
[\*Bacon v. Avis Budget Grp., Inc.\*](#), \_\_\_ F.3d \_\_\_, 2020 U.S. App. LEXIS 15788 (3d Cir. 2020), *aff’g*, [357 F. Supp. 3d 401](#) (D.N.J. 2018) (availability; web page)  
[\*Stowell v. Cantor Fitzgerald & Co.\*](#), A-3010-18, 2020 N.J. Super. Unpub. LEXIS 408 (App. Div. Feb. 27, 2020) (click process sufficient)  
[\*Skuse v. Pfizer, Inc.\*](#), 457 N.J. Super. 539 (App. Div. 2019), *certif. granted*, 238 N.J. 374 (2019) (continuing employment; electronic contracts)

### **Arbitration Clause; Atalese Waiver; specifics**

[\*Estate of Watson v. Piddington\*](#), A-423-19T3, 2020 N.J. Super. Unpub. LEXIS 994 (N.J. Super. Ct. App. Div. May 26, 2020) (LLC agreement; proofs of negotiations)  
[\*In re Remicade Antitrust Litig.\*](#), 938 F.3d 515 (3d Cir. 2019) (state law; sophisticated parties) (link to [article](#))  
[\*Trout v. Ford\*](#), No. A-3732-18T, 2019 N.J. Super. Unpub. LEXIS 2440 (N.J. Super. Ct. App. Div. Dec. 3, 2019)  
[\*Ribe v Macro Consulting Group, LLC\*](#), A-2894-18, 2020 N.J. Super. Unpub. LEXIS 468 (App. Div. Mar. 9, 2020) (clause)

[Curiale v. Hyundai Capital Am.](#), 2020 N.J.Super. Unpub. LEXIS 765 (Apr. 27, 2020) (multiple documents)  
[Jaludi v. Citigroup](#), 933 F.3d 246 (3d Cir. 2019)(multiple docs, superseding)  
[In the Matter of the Estate of Athanasenas](#), No. A-2532-18T2 (N.J. Super. Ct. App. Div. Feb. 11, 2020) (limiting claims)

### **Party Issues (non-signatories):**

[GE Energy v. Outokumpu Stainless USA, LLC](#), \_\_ S. Ct. \_\_ (Jun. 1, 2020) (estoppel)  
[Saroza v. Client Servs, Inc.](#), 2020 U.S. Dist. LEXIS 33375 (D.N.J. Feb. 27, 2020), citing *White v. Sunoco* and [Orn v. Alltran Fin., LLP](#), 779 Fed. App. 996 (3d Cir. 2019)

### **Delegation; AAA Rule 7**

[Goffe v. Foulke Mgmt. Corp.](#), 238 N.J. 191 (2019) (link to [article](#))  
[Schmidt v. Laub](#), A-620-19, 2020 N.J. Super. Unpub. LEXIS 827 (App. Div. May 5, 2020) (“We conclude that the incorporation of the AAA rules into the arbitration provision clearly and unambiguously expressed the parties' intent to empower the arbitrator to determine arbitrability.” )  
[Richardson v. Coverall N. Am., Inc.](#), \_\_ Fed. Appx. \_\_, 2020 U.S. App. LEXIS 13568, t \*5 & n.2 (Apr. 28, 2020) (AAA R-7; “That provision "is about as 'clear and unmistakable' as language can get.”)  
*Anderson v. Skolnick*, 2020 U.S. Dist. LEXIS 75518 (D.N.J. Apr. 29, 2020) (AAA R-7)

### **Attorneys’ Fees/Retainers:**

[Delaney v. Dickey](#), 2019 N.J. Super. Unpub. LEXIS 1814 (App. Div. Aug. 23, 2019), *certif. granted*, \_\_ N.J. \_\_ (2019)  
[Sutton v. Lyles](#), 2020 U.S. Dist. LEXIS 25344 (D.N.J. Feb. 13, 2020) (distinguishing *Dickey* as limited to attorney retainers)  
[Zecca v. Monterey Condominium Ass’n, Inc.](#), AD May 6, 2020 (AAA Rule 47)  
[Mitschele v. Wilf-Mitschele Joint Venture](#), 2020 N.J. Super. Unpub. LEXIS 828 (App. Div., May 5, 2020) (Award, Fees)  
[Viatech Inc. v. DCS Corp.](#), 2014 U.S. Dist. LEXIS 143799 (D.N.J. Oct. 9, 2014)

## Hearings-Subpoena:

[Washington National Ins. Co. v. OBEX Group, Inc.](#), 958 F.3d 126 (2d Cir. 2020) ) (discussing power to rule on objections and Rule 45)

[Managed Care Advisory Group, LLC v. Cigna Healthcare, Inc.](#), 939 F.3d 1145 (11<sup>th</sup> Cir. 2019) (2d Cir. 2019) in-person testimony only

## Interest:

[ExxonMobil Oil Corp. v. TIG Ins. Co.](#), 2020 U.S. Dist. LEXIS 87407 (S.D.N.Y. May 18, 2020) (court may award pre-award interest where arbitrators determined they did not have jurisdiction to do so)

## Collateral Estoppel:

[Zhejiang Topoint Photovoltaic Co. v. G&S Solar Installers, LLC](#), 2020 U.S. Dist. LEXIS 85608 (D.N.J. May 15, 2020) (a party cannot seek and obtain arbitration, see how things are going, and then object to jurisdiction).

[In the Matter of the Estate of Athanasenas](#), No. A-2532-18T2 (N.J. Super. Ct. App. Div. Feb. 11, 2020) (limiting claims)

## Awards; Finality; Confidentiality

[NJ Lawyer Article](#) (April 2020), [So, There is An Award, What's Next?](#)  
ABA, Dispute Resolution article, [Just Resolutions: A Multiplicity of Procedures for Enforcing or Challenging an Award](#) (May 2020)

[Prospect Ccmc Llc v. Crozer-Chester Nurses Association/Pennsylvania Ass'n of Staff Nurses and Allied Professionals](#), \_\_\_ Fed. App. \_\_\_, No. 19-1439 & 19-1440; 2020 U.S. App. LEXIS 5841, (3d Cir. Feb.26, 2020) (3 months under FAA)

[Penna Nat'l Mut. Ins. Co. v. New England Reinsurance Corp.](#), 794 Fed. Appx. 213 (3d Cir. 2019) (confidentiality, sealing orders)

## Extra:

[Virgin Islands Water & Power Auth. v. Gen. Elec. Int'l Inc.](#), 561 Fed. Appx. 131, 133 (3d Cir. 2014) (concluding that “[a] ruling on a motion to compel arbitration does not dispose of the case, or any claim or defense found therein□; that □orders granting this t□pe of motion merely suspend the litigation while orders denying it

continue the underlying litigation[]; and that [even where motions to compel arbitration are granted, federal courts continue to retain the authority to dissolve any stay or make any orders effectuating arbitration awards”)

*American Int’l Specialty Lines Ins. Co. v. Allied Capital Corp.*, 2020 N.Y. LEXIS 813 (Apr. 30, 2020) (partial final award, reconsideration)

*Allstate Ins. Co. v. Amerisure Mut. Ins. Co.*, No. 19-4341, 2020 U.S. Dist. LEXIS 53923 (N.D. Ill. Mar. 25, 2020). Relying on cases discussed in the body of the article, the Court noted that the title of an order or award is not conclusive. Here, the arbitration panel decided a set of issues that, it thought, would provide sufficient guidance for the parties to resolve the remainder of the issues submitted. Following their inability to reach a final resolution, the panel reviewed the rest of the record and issued a "Final Award," which the Court confirmed. The Court analyzed the "intent" of the panel, as to finality, and found sufficient ambiguity and non-final terminology. The case is a useful read in cases involving multiple, stepped issues.