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ARBITRATION LAW PRESENTATION: ROBERT E. BARTKUS

JUNE 18, 2020

AGENDA

- 5:30 Introduction to Schedule
5:35 Statutes Update:
NJSA 2A:23B-33 to 36; 10:5-5.7
FAA Section 1 – *New Prime*; *Colon & Arafa*; *Easterday*; *Uber*
Intersection with *Atalese* and *Flanzman*
- 5:40 Formation Issues:
Authority
Prima Paint cases update
Flanzman – FAA Section 5 & NJRUAA Section 11
Budget – availability; web page
Skuse – continuing employment; electronic contracts
- 5:55 Party Issues: *GE Energy v. Outokumpu Stainless* (USSCt – estoppel); *White v Sunoco*; agency; other clauses; choice of law
6:00 Clause Issues:
Preemption & two-step process; carve outs
Atalese waiver (*Remicade*; sophisticated parties)
Designation of provider rules (*Sharma v. Sky Zone, LLC*)
- 6:15 Delegation; AAA Rule R-7; *Schein cert.* grant; collective actions (*Magee*); injunction carve out (*James & Jackson* – Del.)
6:20 Attorneys’ Fees:
Dickey;
AAA Rule R-47(d) – *Zecca*, *Rock Work* and *Viatech*
- 6:30 Security Protocols
6:31 Waiver, *Ringel v. BR Lakewood*, A-1785, 2020 N.J. Super. Unpub. LEXIS __ (App. Div. Jun. 17, 2020) (41&27 months)
6:35 Video Testimony:
6:40 Awards;
Finality; *In re Huerta*; *Sececa Nation v. NY State*
Confidentiality
- 6:45 Questions & Conclusion

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Statutes Update:

§ 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.

§ 10:5-12.7. Certain waivers in employment contract deemed against public policy and unenforceable

- a.** A provision in any employment contract that waives any substantive or procedural right or remedy relating to a claim of discrimination, retaliation, or harassment shall be deemed against public policy and unenforceable.
- b.** No right or remedy under the “Law Against Discrimination,” P.L.1945, c.169 ([C.10:5-1](#) et seq.) or any other statute or case law shall be prospectively waived.
- c.** This section shall not apply to the terms of any collective bargaining agreement between an employer and the collective bargaining representative of the employees. [eff. 3-18-19]

Note: NY CPLR 7515 (discrimination claims) ; *White v. WeWork Cos.*, 2020 U.S. Dist. LEXIS 102354 (S.D.N.Y. 2020) (CPLR 7515 preempted)

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- FAA Section 1
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- *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.
- *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)
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- Intermixing of Section One issue and *Flanzman*
- [*Easterday v. USPACK Logistics LLC*](#), 15-7559 (D.N.J. Apr. 27, 2020) (AMD), *appeal filed* to Dist. Judge. (The Appellate Court reasoned, when the parties contracted, their exclusive forum for arbitration was no longer available; there being no agreement to arbitrate in any other forum, arbitration could not be compelled.)

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Sharma v. Sky Zone, LLC, A-5601-18, 2020 N.J. Super. Unpub. LEXIS 1061 (App. Div. Jun. 4, 2020)
(motion to confirm granted)

JAMS is "an independent alternative dispute resolution (ADR) and third-party neutral services provider," consisting of "lawyers and retired judges who serve as mediators or arbitrators (third-party neutrals)." On May 1, 2017, prior to plaintiffs' execution of Sky Zone's agreement, in response to an inquiry by JAMS's attorney, the New Jersey Advisory Committee on Professional Ethics, Committee on the Unauthorized Practice of Law, and Committee on Attorney Advertising determined that JAMS's operating procedure was not compliant with New Jersey law because, as "third-party neutrals," JAMS's "lawyers and retired judges . . . are providing legal services" and are therefore required to "abide by the pertinent Court Rules and Rules of Professional Conduct."

During oral argument on the motion, referring to the May 1, 2017 advisory opinion, the parties agreed there was "no dispute" that JAMS was not "licensed to operate in New Jersey." Thus, defendants posited that "the main issue" was whether JAMS's unavailability "vitiat[e] the entire agreement to arbitrate."

Court discusses *Kahn v. Dell, Inc.*, *Kleine v. Emeritus at Emerson*, and *Flanzman v. Jenny Craig, LLC*

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- Flanzman at page 5-6 slip op
- Paragraph 20 of the agreement provided as follows:
- (a) Agreement to Arbitrate. The parties agree to comply and be bound by the Federal Arbitration Act.

The parties agree that any dispute, difference, question, or claim arising out of or any way relating to this Agreement or the transportation services provided hereunder shall be subject to binding arbitration in accordance with the Rules for Commercial Arbitration of the American Arbitration Association ("AAA") in effect at the time such arbitration is initiated.

The parties agree that the issue of arbitrability shall be determined by the arbitrator applying the law of the state of residence of the Vendor. The parties shall bear their own costs including, without limitation, attorneys' fees, and shall each bear one half (1/2) of the fees and costs of the arbitrator . . . selected from a list of potential arbitrators provided by the AAA Nothing in this Agreement shall be construed as limiting or precluding the parties from bringing any action in any court of competent jurisdiction for injunctive or other extraordinary relief, in the event the arbitrator determines that it does not have jurisdiction to order such relief. The parties shall have the immediate right to seek such injunctive or other extraordinary relief at anytime

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- **AAA Commercial Rules, R-7. Jurisdiction**
- (a) The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.
- (b) The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

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- FAA
- § 1.
“Maritime transactions” and “commerce” defined; exceptions to operation of title
- “...“commerce”, as herein defined, means commerce among the several States or with foreign nations, or in any Territory of the United States or in the District of Columbia, or between any such Territory and another, or between any such Territory and any State or foreign nation, or between the District of Columbia and any State or Territory or foreign nation, but nothing herein contained shall apply to contracts of employment of seamen, railroad employees, or any other class of workers engaged in foreign or interstate commerce.”

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- FAA
- § 5.
Appointment of arbitrators or umpire
- “If in the agreement provision be made for a method of naming or appointing an arbitrator or arbitrators or an umpire, such method shall be followed; but if no method be provided therein, or if a method be provided and any party thereto shall fail to avail himself of such method, or if for any other reason there shall be a lapse in the naming of an arbitrator or arbitrators or umpire, or in filling a vacancy, then upon the application of either party to the controversy the court shall designate and appoint an arbitrator or arbitrators or umpire, as the case may require, who shall act under the said agreement with the same force and effect as if he or they had been specifically named therein; and unless otherwise provided in the agreement the arbitration shall be by a single arbitrator.”

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- NJRUAA
- **2A:23B-3. When act applies**
- “a. This act governs all agreements to arbitrate made on or after January 1, 2003 with the exception of an arbitration between an employer and a duly elected representative of employees under a collective bargaining agreement or collectively negotiated agreement.
- b. This act governs an agreement to arbitrate made before January 1, 2003 if all the parties to the agreement or to the arbitration proceeding so agree in a record with the exception of an arbitration between an employer and a duly elected representative of employees under a collective bargaining agreement or collectively negotiated agreement.
- c. On or after January 1, 2005, this act governs an agreement to arbitrate whenever made with the exception of an arbitration between an employer and a duly elected representative of employees under a collective bargaining agreement or collectively negotiated agreement.
- d. This act shall not apply to agreements to arbitrate made before July 4, 1923.”

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- NJRUAA
- **2A:23B-11. Appointment of arbitrator; conflict of interest**
- “a. If the parties to an agreement to arbitrate agree on a method for appointing an arbitrator, that method shall be followed, unless the method fails. If the parties have not agreed on a method, the agreed method fails, or an arbitrator appointed fails or is unable to act and a successor has not been appointed, the court, on application of a party to the arbitration proceeding, shall appoint the arbitrator. An arbitrator so appointed has all the powers of an arbitrator designated in the agreement to arbitrate or appointed pursuant to the agreed method.”

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- **Colon contract sections 19 and 20**
- Paragraph 19 of the agreement provided that the law of the state of residence of the "vendor" would apply, meaning that for these plaintiffs, New Jersey law governed the agreement, "including its construction and interpretation, the rights and remedies of the parties hereunder, and all claims, controversies or disputes (whether arising in contract or tort) between the parties."
- 20 (a) Agreement to Arbitrate. The parties agree to comply and be bound by the Federal Arbitration Act. The parties agree that any dispute, difference, question, or claim arising out of or any way relating to this Agreement or the transportation services provided hereunder shall be subject to binding arbitration in accordance with the Rules for Commercial Arbitration of the American Arbitration Association ("AAA") in effect at the time such arbitration is initiated. The parties agree that the issue of arbitrability shall be determined by the arbitrator applying the law of the state of residence of the Vendor. The parties shall bear their own costs including, without limitation, attorneys' fees, and shall each bear one half (1/2) of the fees and costs of the arbitrator . . . selected from a list of potential arbitrators provided by the AAA Nothing in this Agreement shall be construed as limiting or precluding the parties from bringing any action in any court of competent jurisdiction for injunctive or other extraordinary relief, in the event the arbitrator determines that it does not have jurisdiction to order such relief. The parties shall have the immediate right to seek such injunctive or other extraordinary relief at anytime

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- *Arafa* Arbitration Agreement sections A and F
- “**A. ARBITRATION OF CLAIMS:** In the event of a dispute between the Parties, the parties agree to resolve the dispute as described in this Agreement. This Agreement is governed by the [FAA] and applies to any dispute defined below.... **BY AGREEING TO ARBITRATE ALL SUCH DISPUTES THE PARTIES TO THIS AGREEMENT AGREE THAT ALL SUCH DISPUTES WILL BE RESOLVED BY BINDING ARBITRATION** (1) **Claims Covered By This Agreement.** Unless excluded below, claims involving the following disputes shall be subject to arbitration
- **F. ENFORCEMENT OF THIS AGREEMENT.** ... in the event any portion of this Agreement is deemed unenforceable, the remainder of it will be enforceable.”

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- ***Easterday Arbitration Agreement***
- “All other disputes, claims, questions, or differences beyond the jurisdictional maximum for small claims courts within the locality of the Owner/Operator’s residence shall be finally settled by arbitration *in accordance with the Federal Arbitration Act.*”
- “THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS- ACTION WAIVER WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.”
- “....[t]his Agreement shall be governed by the laws of the State of New York.” (*Id.* at ¶ 23.) The severability clause of the Agreement is also found in the Twenty-Third paragraph and provides that if any portion of the Agreement is found to be unenforceable, “said provision or portion thereof shall not prejudice the enforceability of any other provision or portion of the same provision, and instead such provision shall be modified to the least extent necessary to render such provision enforceable while maintaining the intent thereof.”

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- Dormant Commerce Clause – occupy the field
- Two-part test – contract vs scope; *White v. WeWork* 22:35
- Preemption – *Muhammad v. City Bk. Of Rehoboth Beach*
- Intent of Congress; other mechanisms 24:11
- Role of FAA – “did not invent arbitration” 24:20
- NJRUAA – always present? No mutual assent? 26:36; 29:00
- Severance clause; reformation; election
- | <u>Contract</u> | <u>Arbitration Clause</u> |
|-----------------|---------------------------|
| • NJ | NJRUAA |
| • NJ | silent |
| • NJ | FAA |
| • NJ | FAA, but if not NJRUAA |
| • NJ | FAA, savings clause |
| • ? | FAA, savings clause |
| • ? | Not NJRUAA |

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Contract existence or enforceability – severable from arbitration clause

Clause – for court to decide

Scope – for court unless delegated

From Goffe:

Supreme Court holdings treat an arbitration agreement as severable and enforceable, notwithstanding a plaintiff's general claims about the invalidity of the contract as a whole. [*Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 403-04, 87 S. Ct. 1801, 18 L. Ed. 2d 1270 \(1967\)](#); see also [*Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445-46, 126 S. Ct. 1204, 163 L. Ed. 2d 1038 \(2006\)](#). The same approach pertains to issues of arbitrability. In order to be decided by a court, an arbitrability challenge -- a challenge as to whether a particular matter is subject to arbitration or can be decided by a court [\[***11\]](#) -- must be directed at the delegation clause itself (which itself constitutes an arbitration agreement subject to enforcement); a general challenge to the validity of the agreement as a whole will not suffice to permit arbitration to be avoided. [*Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 72, 130 S. Ct. 2772, 177 L. Ed. 2d 403 \(2010\)](#).

We thus approach the instant matter mindful of our obligation to comply with the Supreme Court's holdings on the severability doctrine that applies to arbitration agreements. Plaintiffs assert common law and statutory violation theories that allegedly invalidate their overall sales agreements or otherwise render them unenforceable. While we do not address the merits of those claims, it is clear to us that plaintiffs attack the sales contracts in their entirety, challenging their formation process and arguing that they are, at best, unenforceable. They do not challenge the language or clarity of the agreements to arbitrate or the broad delegation clauses contained in those signed arbitration agreements. In this setting, the Supreme Court's precedent compels only one conclusion. On the question of who gets to decide [\[*196\]](#) plaintiffs' general claims about the validity of their sales contracts, we hold that an arbitrator must resolve them, as well as [\[***12\]](#) any arbitrability claims that plaintiffs may choose to raise under these delegation clauses.

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Formation Issues:

Authority: Welsh Family Holdings

Flanzman – FAA Section 5 & NJRUAA Section 11

Budget – availability; web page

Skuse – continuing employment; electronic contracts

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First: Formation

[Flanzman v. Jenny Craig, Inc.](#), 456 N.J. Super. 613 (App. Div. 2019) (FAA Section 5 & NJRUAA Section 1)

Related cases:

Kahn v Dell

Klein v. Emeritus

MacDonald v. Cash Call

[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)

“Plaintiffs countered that [Kleine](#) [] controlled and mandated invalidating the entire arbitration provision. As in *Kleine*, where the order compelling arbitration was reversed because the exclusive arbitral [*8] forum was unavailable, plaintiffs asserted that given JAMS's unavailability, "[t]here was no meeting of the minds here" and "therefore the provision is void." Additionally, plaintiffs argued that "[t]he arbitration provision itself . . . is unconscionable," and the "expedited procedures" under the JAMS rules are unduly restrictive and unfair. Defendants responded that plaintiffs' tangential claims regarding "the JAMS rules allegedly being . . . improper, or the contract as a whole being void" are "questions under the case law [that] have to be resolved by the arbitrator.”

“Here, the agreement designates JAMS as the arbitral forum, and JAMS Expedited Arbitration Rules as the applicable rules of procedure governing the proceedings. Thus, unlike [Flanzman](#), an arbitral forum and a process for conducting the arbitration were in fact selected by the parties. Further, unlike [Kleine](#), the agreement does not designate JAMS as the exclusive arbitral forum. There is no language in the agreement indicating the parties' unambiguous intent not to arbitrate the dispute if JAMS is unavailable, and no indication that the designation of the arbitrator was integral to the arbitration provision. Indeed, the agreement to arbitrate and the selection of JAMS as the arbitrator appear in separate sentences, and the severability clause prescribes that if any term or provision of the agreement is deemed unenforceable, "the validity of the remaining portions shall not be affected thereby.”

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NJRUAA as gap filler- 11:45

Quotes statute: 35:18

Not what statute says: 36:40

What are you givin up? 37:30

Statute needed? 38:30

Bare minimum, not the rules, statute, Sprint 39:50

Have to be told rights under NJRUAA? Something: 41:49

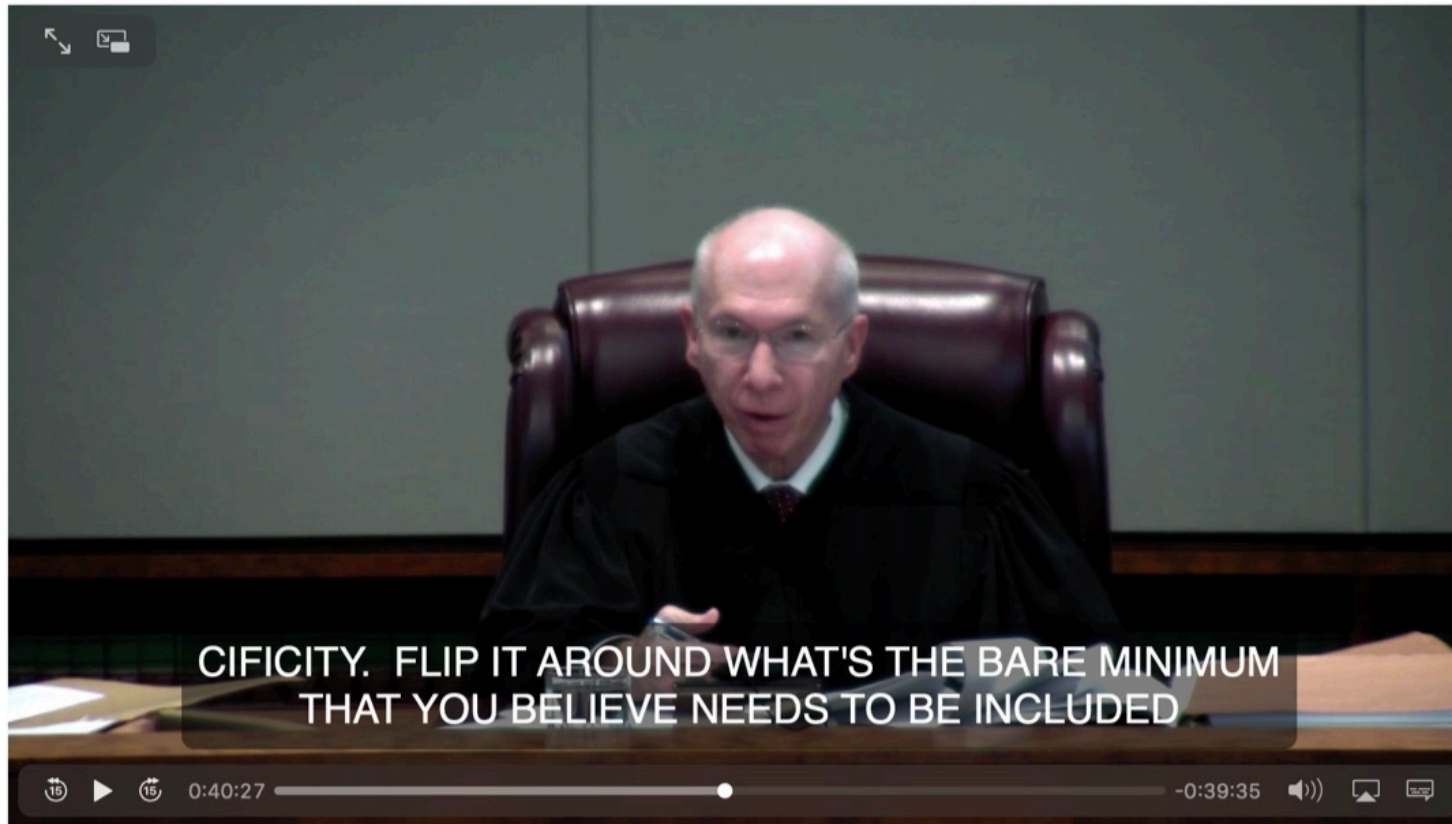
“What?” 41:50

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A-66-18



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Web Pages and Electronic:

[Bacon v. Avis Budget Grp., Inc.](#), 959 F.3d 590 (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)

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Party Issues -- Non-signatories: Agents; assignees; distinguish where “party” is defined in clause

GE Energy v. Outokumpu StainlessUSA, LLC, 207 L. Ed. 2d 1 (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); *Moon v Breathless*

"[e]ither you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called `Claims')." Id. "You" and "we" are defined terms: you "means the person who applied to open the account" and we "means Citibank (South Dakota), N.A., the issuer of your account. ...
“Whose claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

Dotson v. Midland Funding, LLC, 2020 U.S. Dist. LEXIS 9583 (D.N.J. Jan. 21, 2020) (granted per FRCP 12(b)(6)) (certified re assignment; clause: “defines "we," "us,” and "our" to include Comenity affiliates and "any other person or company that provides any services in connection with [the account agreement] if [Dotson] assert[s] a Claim against such other person or company at the same time you assert a Claim against any Bank Party.”)

George v. Rushmore Serv. Ctr. LLC, 2020 U.S. Dist. LEXIS 82736 (D.N.J. May 11, 2020) (“But arbitration

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Clause Issues:

Preemption & two-step process

Atalese waiver (*Remicade*; sophisticated parties)

[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)

Designation of provider rules as weighing in favor of intent to arbitrate

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Delegation; AAA Rule 7

USSCt Monday accepted *cert.* on question of sufficiency of adoption of Rules (clear and unmistakable) in *Henry Schein Inc. v. Archer and White Sales Inc.* No. 19-963: whether a provision in an arbitration agreement that exempts certain claims from arbitration negates an otherwise clear and unmistakable delegation of questions of arbitrability to an arbitrator.

[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.””)

(contrast to D Ct. opinion – a joke too far)

[Anderson v. Skolnick](#), 2020 U.S. Dist. LEXIS 75518 (D.N.J. Apr. 29, 2020) (AAA R-7)

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Attorneys' Fees: *Dickey*;

[*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)

AAA R-47(d) – *Zecca, Rock Work* and *Viatech*

[*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)

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Member Questions Asked:

- a. Are there any special fee rules or standards that apply to arbitrations or mediations?
- b. Do the Rules of Professional Conduct control what fees attorneys may charge in whatever capacity they may appear in arbitrations or mediations, i.e., as an arbitrator/mediator or as the legal representative of a party?
- c. If the RPCs don't apply to attorneys appearing as arbitrators or mediators, are they able to charge minimums for administrative tasks such as short telephone conferences or exchanges of e-mails?

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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 (11th Cir. 2019) (2d Cir. 2019) in-person testimony only

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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)

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Courtesy of Chafetz

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[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)

[Welch Family Holdings v. Addeo](#), 2020 N.J. Super. Unpub. LEXIS 988 (App. Div. May 26, 2020) (true-up not an arbitration, so no appeal from order, not final)

[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) (title not conclusive)

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Security Protocols

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Stepped proceedings and “coordination”

In re Huertas, 779 Fed. Appx. 77 (3d Cir. 2019)

Court delegated decision on jurisdiction;

after deciding he had jurisdiction, the arbitrator “stayed” case until District Court reviewed pleadings for others

[*Ranginwala v. Citibank, N.A.*](#), No. 18-14896, 2020 U.S. Dist. LEXIS 22942 (D.N.J. Feb. 3, 2020)
(amendments; futility re arbitration)

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Awards; Finality; Confidentiality

Seneca Nation v. State of New York, 420 F. Supp.3d 89 (W.D.N.Y. 2019)

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Questions & Conclusion

Links From Inn Website

*Institutional names are abbreviated for quick reference.

- AAA-ICDR's [COVID-19 Update](#), [Best Practices Guide for Maintaining Cybersecurity and Privacy](#), [Virtual Hearing Guide for Arbitrators and Parties](#), [Virtual arHearing Guide for Arbitrators and Parties Utilizing Zoom](#), [Model Order and Procedures for a Virtual Hearing via Videoconference](#)
- ABA SIL's Arbitration Subcommittee's [COVID-19 Quick Reference Guide](#)
- CIArb's [Guidance Note on Remote Dispute Resolution Proceedings](#)
- CPR's [COVID-19 Resource Center](#) and [Model Annotated Model Procedural Order for Remote Video Arbitration Proceedings](#)
- Delos' [Checklist on Holding Arbitration and Mediation Hearings in Times of COVID-19](#)
- IBA's [Cybersecurity Guidelines](#)
- ICCA-IBA's [Joint Task Force on Data Protection in International Arbitration Proceedings](#)
- ICCA-NYC Bar-CPR's [Protocol on Cybersecurity in International Arbitration](#)
- ICC-SICANA's [COVID-19 Messages](#) and [Guidance Note on Possible Measures Aimed at Mitigating the Effects of COVID-19](#)
- JAMS' [Coronavirus Resource](#)
- KCAB International's [Seoul Protocol on Video Conferencing in International Arbitration](#)
- NYIAC **Founding Firms'** [COVID-19 Updates](#)
- SCC's [Platform for Ad Hoc Arbitrations](#)

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