The Hawaii state Supreme Court overruled a circuit court decision that vacated an arbitration award on the basis of “evident partiality.” The court found that the party’s failure to challenge an arbitrator’s alleged partiality “prior to or during the arbitration proceeding constituted a waiver of the issue for purposes of a post-arbitration motion to vacate the arbitration decision.” (Story on p. 123.)

Jack Hanna, currently Director of the ABA Section of Dispute Resolution, will join JAMS, The Resolution Experts, on May 17, 2004. He will assume the role of Business Manager of JAMS’ Washington, D.C. Resolution Center. (Story on p. 124.)

The U.S. Third Circuit Court of Appeals has affirmed the arbitrator’s ruling that the labor dispute between Major League Baseball and its umpires fell within the scope of the arbitration clause in the CBA. (Story on p. 126.)

Some courts in the Russian Republic appear to be invoking the public policy exception in the New York Arbitration Convention to thwart the enforcement of international arbitral awards. The lack of an express statutory definition of public policy allows lower courts especially to protect national businesses from liability established by transborder awards. (Story on p. 127.)

The Supreme Court of New York County, New York has held that the arbitration clause in a standard form client agreement between an investor and an investment advisor empowered the arbitrator to determine whether the claims were barred by limitations and permitted the arbitrator to award punitive damages. (Story on p. 132.)

In a Commentary, Piero Bernardini of the LUISS-Guido Carli University in Rome argues that the internal Italian debate about whether an arbitral award is contractual or juridical in character “has no bearing on the enforceability of [Italian] awards under the New York Arbitration Convention.” (Story on p. 133.)

The Documentary Resources section contains the text of the official translation of the new Japanese arbitration law. The law became effective in March 2004. The availability of the translation was delayed for months because of the challenge in elaborating a linguistically accurate text. Needless to say, in the event of inconsistencies or conflicts, the translation is always secondary to the actual text of the Japanese statute. Future WAMR issues may contain commentary on the new law. (The Documentary Resources section begins on page 134.)

Finally, Timothy S. Cole, Director of the NAF’s Internet Dispute Solutions, provides a summary of and the opinion in a recent domain name award. (The Documentary Resources section begins on page 146.)
IN THIS ISSUE

NEWS AT HOME
Hawaii State Supreme Court Holds That Having Actual or Constructive Knowledge of an Arbitrator’s Prior Relationship with a Party and Failing to Object Constitutes a Waiver..............123
Director of ABA’s Section of Dispute Resolution Joins JAMS, The Resolution Experts.................................................................124
The U.S. District Court for the Northern District of Ohio Rules That Unconscionable Arbitration Agreement is Unenforceable..............124
The Third Circuit Affirms Arbitrator’s Award in MLB Umpire Dispute......................................................................................126

NEWS ABROAD
The Public Policy Exception to the Enforcement of Foreign Arbitral Awards in Russia.................................................................127
Paris Appeals Court Holds That Arbitrators, not Courts, Should Determine the Validity of an Arbitration Clause.......................128
NAFTA Arbitration Awards Upheld in Canadian Courts......................129

JUDICIAL DECISIONS
The Ninth Circuit Compels Employer to Arbitrate Claims With Union......................................................................................130
U.S. Bankruptcy Court Lifts Stay to Allow Arbitration to Proceed......131

STATE JUDICIAL DECISIONS
Supreme Court of New York County Holds That Issues of Time Limitation and Punitive Damages are for the Arbitrator to Decide.................................................................132

COMMENTARY
The Enforceability of Italian Arbitration Awards Abroad by Piero Bernardini................................................................................133

DOCUMENTARY RESOURCES
Official Translation of the New Japanese Law on Arbitration Translated by The Arbitration Law Follow-up Research Group.....134
National Arbitration Forum (NAF): Recent Domain Name Awards Provided by Timothy S. Cole.................................................................146

CALENDAR.................................................................................................150

EDITORIAL STAFF
Editor-in-Chief: Thomas E. Carbonneau
Penn State Dickinson School of Law

Senior Editor: Kimberly A. Koko, Research Tulane University School of Law

Editors:
Nadja Alexander, International Mediation Australian Centre for Peace and Conflict Studies, Queensland (Australia)

James Coben, Domestic Mediation
Dispute Resolution Institute, Hamline University School of Law

Robert Ackerman, Domestic Mediation
Penn State Dickinson School of Law

Paul Friedland, International Arbitration
White & Case LLP (New York)

Jeanette A. Jaeggi, Employment Arbitration
Penn State Dickinson School of Law

Nancy Welsh, Domestic Mediation
Penn State Dickinson School of Law

Production Manager: Michael Murphy Juris Publishing, Inc.

Editors-At-Large:
William W. Park
Boston University School of Law

Jan Paulsson
Freshfields (Paris)

Editorial Assistants:
Rosa DiBetta
Abigail Salawage
S. Stephen Yau

Publication and Subscription Information
The WORLD ARBITRATION AND MEDIATION REPORT is published monthly by Juris Publishing, Inc., 71 New Street, Huntington, New York 11743; telephone: (631) 673-3330; fax: (631) 673-9117; (800) 887-4064; e-mail: subscriptions@jurispub.com. Visit our website at http://www.jurispub.com. The Report is distributed worldwide by Juris Publishing, Inc. Subscription price: In the United States: $650.00 yearly; International: $710.00 yearly. Prices include shipping & handling and complete online access to the full archive of all WAMR issues. ISSN # 0960-0949.

Submission Information
Editorial correspondence should be directed to Professor Thomas Carbonneau, Editor, World Arbitration and Mediation Report, 71 New Street, Huntington, New York 11743 (USA), or Penn State Dickinson School of Law, 150 South College Street, Carlisle, PA 17013-2899. You may call him at (717) 240-5153; email: tec10@psu.edu.