Relying on the holding in *First Options of Chicago, Inc. v. Kaplan*, the Second Circuit had held that an employee’s claim that his employer violated the Sarbanes-Oxley Act is for an arbitrator to decide. Although *Kaplan* requires a clear and unmistakable reference of arbitrability issues to arbitration, the circumstances of the case indicated that the resolution of the arbitrability of Sarbanes-Oxley claims required an interpretation of the NASD Code, a matter within the arbitrator’s exclusive authority. (Story begins on page 171.)

The Paris Court of Appeal has reaffirmed the French decisional view that international arbitral awards set aside at the place of arbitration are nonetheless enforceable in France. In *Société Int’l Bechtel*, the court upheld the position taken by the French Court of Cassation in *Hilmarton* more than ten years ago. The appellate court announced that decisions to set aside arbitral awards at the place of rendition “do not have international effects” and are valid only within the rendering court’s territorial limits. (Story begins on page 173.)

New York Governor George Pataki signed legislation in late 2005 authorizing New York state courts to grant provisional remedies in support of international arbitrations. Prior law prevented New York state courts from granting attachments to secure the enforcement of an eventual award in aid of international arbitration. (Story begins on page 176.)

The White & Case Arbitration Group provides a thorough summary and evaluation of the decision in *Bayindir v. Pakistan*, an ICSID arbitration case. Their analysis focuses upon the interplay between contract claims and treaty claims, which the Group views as “[a]n increasingly common problem in the investor-State sphere....” The tribunal held that the investor had a “self-standing right” to pursue claims under the applicable BIT even though the treaty claims arose out of a contract relationship, the BIT did not contain an “umbrella clause,” and the contract provided for local, not ICSID, arbitration. (Story begins on page 177.)

The National Arbitration Forum (NAF) Case Summaries address a host of issues in contemporary U.S. arbitration law: vacatur for manifest disregard of the law, interlocutory relief for class arbitration, authority to decide issues of arbitrability, notice of arbitration in consumer contracts, and excess of arbitral authority—among others. (The NAF Case Summaries begin on page 180.)

Finally, Sasha A. Carbone, Associate General Counsel of the AAA, provides a thorough assessment of Justice Alito’s decisions on arbitration as an appeals court judge. (The Comment begins on page 187.)
IN THIS ISSUE

NEWS AT HOME
Ambiguous Class Action Waiver Does not Prevent Class Action........171
Trial Court can Dismiss an Appeal of an Arbitral Award ...............171
Second Circuit Holds That Arbitrability of a Sarbanes-Oxley Claim
is for the Arbitrator to Decide.............................................171
Arbitrator Should Have Disclosed Earlier Work With Law Firm.........172

NEWS ABROAD
Further Confirmation of French Court Willingness to Enforce
International Arbitral Awards Set Aside at Place of Arbitration......173
French Supreme Court Expressly Recognizes Estoppel in French
Arbitration Law.......................................................................174

INTERNATIONAL NEWS
New York State Courts may Order Provisional Remedies in Support of
International Arbitration.......................................................176
Developments in ICSID: The Interplay of Contract Claims and Treaty
Claims in Bayindir v. Pakistan.............................................177
UNCITRAL Working Group on Arbitration Proposes Reforms to
Model Law............................................................................178

NATIONAL ARBITRATION FORUM (NAF) CASE SUMMARIES........180

COMMENT
A Review of Justice Alito’s Arbitration-Related Decisions
by Sasha A. Carbone..............................................................187

DOCUMENTARY RESOURCES
National Arbitration Forum (NAF) Domain Name Decisions............199
Provided by Kristine Dorrain

CALENDAR.............................................................................205