

**AAA YEARBOOK ON
ARBITRATION & THE LAW
29TH EDITION**

STEPHEN K. HUBER
JAMES LAWRENCE

Editors



AMERICAN ARBITRATION ASSOCIATION®

UNIVERSITY of **HOUSTON** | LAW CENTER

JURIS

Questions About This Publication

For assistance with shipments, billing or other customer service matters, please call our Customer Services Department at:

1-631-350-2100

To obtain a copy of this book, call our Sales Department:

1-631-351-5430

Fax: 1-631-673-9117

Toll Free Order Line:

1-800-887-4064 (United States & Canada)

See our web page about this book:

www.jurispub.com

COPYRIGHT 2018
JurisNet, LLC

All Rights Reserved
Printed in the United States of America
ISBN 978-1-944825-19-5
ISSN 2169-6918

JurisNet, LLC
71 New Street
Huntington, New York 11743
USA
www.jurispub.com

TABLE OF CONTENTS

Foreword	xxiii	
<i>Eric P. Tuchmann</i>		
About the Editors	xxv	
Introduction	xxvii	
<i>Stephen K. Huber, James Lawrence, and Ben H. Sheppard, Jr.</i>		
Part I: Case Digests	1	
Chapter 1	3	
The Arbitration Agreement		
1.01 Contract Formation	3	
<i>OMG L.P. v. Heritage Auctions, Inc.</i> , 612 Fed.		
App’x 207 (5th Cir. 2015)		3
<i>Nebraska Machinery Co. v. Cargotec Solutions,</i>		
<i>LLC</i> , 762 F.3d 737 (8th Cir. 2014)		5
<i>Moore-Dennis v. Franklin</i> , 201 So.3d 1131		
(Ala. 2016).....		6
<i>Uszak v. AT&T Mobility Servs. LLC</i> , 658 Fed.		
Appx. 758 (6th Cir. 2016)		9
<i>Hergenreder v. Bickford Senior Living Group, LLC</i> ,		
656 F.3d 411 (6th Cir. 2011)		9
<i>Regan v. Stored Value Cards, Inc.</i> , 85 F.Supp.		
3d 1356 (N.D. Ga. 2015)		12
<i>Sanchez v. CleanNet USA, Inc.</i> , 78 F.Supp. 3d		
747 (N.D. Ill. 2015)		13
<i>Campbell v. Adecco USA, Inc.</i> , 2016 U.S. Dist.		
LEXIS 76234 (W.D. Mo. 2016)		14
<i>Joaquin v. DIRECTV Grp. Holdings, Inc.</i> , 2016		
U.S. Dist. LEXIS 116132 (D.C. N.J. 2016).....		16
1.02 State Contract Law Defenses	17	
<i>Goldman, Sachs & Co. v. Golden Empire Schools</i>		
<i>Financing Authority</i> , 764 F.3d 210		
(2d Cir. 2014)		17
<i>Noohi v. Toll Bros. Inc.</i> , 708 F.3d 599		
(4th Cir. 2013)		19

	<i>First Weber Grp., Inc. v. Synergy Real Estate Grp., LLC</i> , 860 N.W.2d 498 (Wis. 2015)	20
1.03	Public Policy Defenses: Unconscionability	20
	<i>Nesbitt v. FCNH, Inc.</i> , 811 F.3d 371 (10th Cir. 2016)	20
	<i>Muriithi v. Shuttle Exp., Inc.</i> , 712 F.3d 173 (4th Cir. 2013)	22
	<i>Chavarria v. Ralphs Grocery Co.</i> , 733 F.3d 916 (9th Cir. 2013)	24
	<i>Harrington v. Atlantic Sounding Co.</i> , 602 F.3d 113 (2d Cir. 2010)	25
	<i>Nino v. Jewelry Exchange, Inc.</i> , 609 F.3d 191 (3d Cir. 2010)	27
	<i>Roe v. SFBSC Mgmt., LLC</i> , 2015 WL 930683 (N.D. Cal. 2015)	29
	<i>Zaborowski v. MHN Gov't Servs., Inc.</i> , 936 F. Supp. 2d 1145 (N.D. Cal. 2013)	31
	<i>Smith v. D.R. Horton, Inc.</i> , 417 S.C. 42 (S.C. 2016).....	33
	<i>Kelker v. Geneva-Roth Ventures, Inc.</i> , 303 Mont. 254 (Mont. 2013).....	34
1.04	Defective (Unenforceable) Arbitration Agreements	35
	<i>In re Elec. Mach. Enter.</i> , 479 F.3d 791 (11th Cir. 2007)	35
	<i>Boatright v. Aegis Def. Servs., LLC</i> , 938 F. Supp. 2d 602 (E.D. Va. 2013)	37
	<i>Hill v. Hornbeck Offshore Services, Inc.</i> , 799 F.Supp.2d 658 (E.D. La. 2011).....	38
	<i>Pine Hills Health and Rehabilitation, LLC v. Matthews</i> , 431 S.W.3d 910 (Ark. 2014).....	39
	<i>State ex rel. Ocwen Loan Servicing, LLC v. Webster</i> , 232 W. Va. 341, 752 S.E.2d 372 (2013)	40
	<i>Geier v. m-Qube, Inc.</i> , 824 F.3d 797 (9th Cir. 2016)	41
1.05	Waiver of the Right to Arbitrate.....	42
	<i>Sierra v. Oakley Sales Corp.</i> , 637 F. App'x 368 (9th Cir. 2016) & <i>Hopkins v. BCI Coca-Cola</i>	

TABLE OF CONTENTS

<i>Bottling Co. of Los Angeles</i> , 640 F. App’x 672 (9th Cir. 2016)	42
<i>Morgan Stanley & Co. LLC v. Couch</i> , 659 F. App’x 402 (9th Cir. 2016)	43
<i>FPE Foundation v. Cohen</i> , 801 F.3d 25 (1st Cir. 2015).....	43
<i>Gunn v. NPC Int’l, Inc.</i> , 625 Fed. App’x 261 (6th Cir. 2015)	44
<i>Parnell v. CashCall, Inc.</i> , 804 F.3d 1142 (11th Cir. 2015)	45
<i>Joca-Roca Real Estate, LLC v. Brennan</i> , 772 F. 3d 945 (1st Cir. 2014).....	46
<i>In re Pharmacy Benefit Managers Antitrust Litig.</i> , 700 F.3d 109 (3d Cir. 2012)	47
<i>Johnson Associates Corp. v. HL Operating Corp.</i> , 680 F.3d 713 (6th Cir. 2012)	50
<i>Erdman Co. v. Phoenix Land & Acquisition, LLC</i> , 650 F.3d 1115 (8th Cir. 2011)	51
<i>Petroleum Pipe Am. Corp. v. Jindal Saw, Ltd.</i> , 575 F.3d 476 (5th Cir. 2009)	55
<i>O’Neal v. Bama Exterminating Co., Inc.</i> , 147 So.3d 403 (Ala. 2013).....	56
<i>Andre Franklin, Inc. v. Wax</i> , 150 So. 3d 815 (Fla. App. 2014).....	58
<i>Brand FX, LLC v. Rhine</i> , 458 S.W.3d 195 (Tex. App. —Fort Worth 2015)	58
<i>Cooper Inds., LLC v. Pepsi-Cola Metropolitan Bottling Co., Inc.</i> , 475 S.W.3d 436 (Tex. App.—Houston [14th Dist.] 2015).....	61
<i>Cusimano v. Schnurr</i> , 26 N.Y.3d 391 (N.Y. 2015).....	62
Chapter 2	63
Arbitral Jurisdiction	
2.01 Scope of the Arbitration Agreement	63
<i>Unison Co. v. Juhl Energy Dev., Inc.</i> , 789 F.3d 816 (8th Cir. 2015)	63
<i>Sanchez v. Nitro-Lift Techs., L.L.C.</i> , 762 F.3d 1139 (10th Cir. 2014)	66

Cape Flattery Ltd. v. Titan Maritime, LLC, 647 F.3d 914 (9th Cir. 2011) 67

Idea Nuova, Inc. v. GM Licensing Grp., Inc., 617 F.3d 177 (2d Cir. 2010) 68

Horne v. Los Alamos Nat. Sec., L.L.C., 296 P.3d 478 (N.M. 2013) 70

2.02 Who Decides Arbitrability: Court of Arbitrator?..... 71

Rent-A-Center West, Inc. v. Jackson, 130 S. Ct. 2772 (2010) 71

Roszafalixk v. U.S. Foodservice Inc., 628 F. App'x 513 (9th Cir. 2016)..... 74

Douglas v. Regions Bank, 757 F.3d 460 (5th Cir. 2014) 76

Republic of Ecuador v. Chevron Corp., 638 F.3d 384 (2d Cir. 2011) 78

Dealer Computer Serv., Inc. v. Old Colony, 588 F.3d 884 (5th Cir. 2009) 80

Corchado v. Foulke Mgmt. Corp., 2016 U.S. Dist. LEXIS 60309 (D.C. N.J. 2016)..... 81

Allstate Insurance Co. v. Toll Brothers, Inc., 2016 WL 1086719 (E.D.Penn.) 82

Union Pac. R.R. Co. v. BNSF Ry. Co., 2016 U.S. Dist. LEXIS 98699 (D.C. Ne. 2016) 83

Arshad v. Transp. Sys., 183 F. Supp.3d 442 (S.D. N.Y. 2016)..... 84

Claridge Assocs., LLC v. Schepis, 2016 U.S. Dist. LEXIS 6178f1 (S.D. N.Y. 2016) 85

Zenelaj v. Handybook Inc., 82 F.Supp.3d 968 (N.D. Cal. 2015) 86

Considine v. Brookdale Senior Living, Inc., 124 F.Supp.3d 83 (D. Conn. 2015)..... 87

Ogden Power Dev. v. PMR Ltd., 2015 U.S. Dist. LEXIS 66417 (S.D.N.Y. 2015)..... 87

Schumacher Homes of Circleville, Inc. v. Spencer, 787 S.E.2d 650 (W.Va. 2016)..... 89

Fed. Ins. Co. v. Reedstrom, 197 So.3d 971 (Ala. 2015)..... 90

TABLE OF CONTENTS

Federal Contracting, Inc. v. Bimini Shipping, LLC, 128 So. 3d 904 (Fla. Dist. Ct. App. 2013) 91

2.03 Severability/Separability of the Arbitration Agreement 92

Gore v. Alltel Commc'n, LLC, 666 F.3d 1027 (7th Cir. 2012) 92

Townsend v. Quadrant Corp., 268 P.3d 917 (Wash. 2012) 92

Gessa v. Manor Care of Fla., Inc., 86 So. 3d 484 (Fla. 2011) 94

In re Morgan Stanley & Co., 293 S.W.3d 182 (Tex. 2009) 95

2.04 Non-Signatories: Arbitral Jurisdiction Over Parties Who Have Not Signed the Arbitration Agreement 96

Hays v. HCA Holdings, Inc., 838 F.3d 605 (5th Cir. 2016) 96

USHealth Grp., Inc. v. South, 636 Fed. Appx. 194 (5th Cir. 2015) 97

Pershing, LLC v. Bevis, 606 F. App'x 754 (5th Cir. 2015) 99

Muecke Co. v. CVS Caremark Corp., 615 Fed. Appx. 837 (5th Cir. 2015) 100

Flintkote Co. v. Aviva PLC, 769 F. 3d 215 (3d Cir. 2014) 101

Everett v. Paul Davis Restoration, Inc., 771 F.3d 380 (7th Cir. 2014) 103

In re Wholesale Grocery Products Antitrust Litig., 707 F.3d 917 (8th Cir. 2013)..... 104

Krammer v. Toyota Motor Corp., 705 F.3d 1122 (9th Cir. 2013) 106

Waterford Inv. Services, Inc. v. Bosco, 682 F.3d 348 (4th Cir. 2012) 107

Covington v. Aban Offshore Ltd. 650 F.3d 556 (5th Cir. 2011) 108

Lawson v. Life of the South Ins. Co., 648 F.3d 116 (11th Cir. 2011) 110

	<i>Hellmich v. Mastiff Contracting, LLC</i> , 2015 WL 391989 (C.D. Cal. 2015)	111
	<i>In Re Wholesale Grocery Prods. Antitrust Litig.</i> , 97 F.Supp.3d 1101 (D. Minn. 2015).....	112
	<i>Belzberg v. Verus Inv. Holdings, Inc.</i> , 999 N.E.2d 1130 (N.Y. 2013)	113
	<i>Raya v. Rio Management Co.</i> , 2015 WL 4504696 (Tex. App.—Corpus Christi 2015).....	116
	<i>In re Rubiola</i> , 334 S.W.3d 220 (Tex. 2011)	116
2.05	Non-Signatories: Application of the 9 U.S.C. Section 3 Mandatory Stay to Non-Signatories	118
	<i>Arthur Andersen L.L.P. v. Carlisle</i> , 129 S. Ct. 1896 (2009)	118
2.06	Class Arbitration: Developing Case Law, Including the Enforceability of Clauses Prohibiting Class Arbitration.....	121
	<i>DIRECTV, Inc. v. Imburgia</i> , 136 S.Ct. 463 (2015)	121
	<i>Am. Express Co. v. Italian Colors Rest.</i> , 133 S. Ct. 2304 (2013).....	122
	<i>Oxford Health Plans LLC v. Sutter</i> , 133 S.Ct 2064 (2013)	123
	<i>AT&T Mobility LLC v. Concepcion</i> , 131 S.Ct 1740 (2011)	125
	<i>Stolt-Nielsen S.A. v. AnimalFeeds Intl. Corp.</i> , 130 S.Ct. 1758 (2010).....	127
	<i>Chesapeake Appalachia, LLC v. Scout Petroleum, LLC</i> , 809 F.3d 746 (3d Cir. 2016)	129
	<i>AlixPartners LLP v. Brewington</i> , 836 F.3d 543 (6th Cir. 2016)	130
	<i>Fantastic Sams Franchise Corp. v. F.S.R.O. Ass’n, Ltd.</i> , 683 F.3d 18 (1st Cir. 2012)	131
	<i>Pendergast v. Sprint Nextel Corp.</i> , 691 F.3d 1224 (11th Cir. 2012)	133
	<i>Greenwood v. CompuCredit Corp.</i> , 615 F.3d 1204 (9th Cir. 2010)	134
	<i>Sandquist v. Lebo Automotive, Inc.</i> , 376 P.3d 506 (Cal. 2016).....	135

TABLE OF CONTENTS

<i>McKenzie Check Advance of Fla., LLC v. Betts</i> , 112 So.3d 1176 (Fla. 2013)	136
2.07 Appeal of Trial Court Orders Requiring or Denying Arbitration	137
<i>Grosvenor v. Qwest Corp.</i> , 733 F.3d 990 (10th Cir. 2013)	137
<i>Heinen v. Northrop Grumman Corp.</i> , 671 F.3d 669 (7th Cir. 2012)	139
<i>Dialysis Access Center, LLC v. RMS Lifeline, Inc.</i> , 638 F.3d 367 (1st Cir. 2011).....	140
<i>Univ. of Illinois v. Organon Teknika Corp.</i> , 614 F.3d 372 (7th Cir. 2010)	141
Chapter 3.....	143
Interaction of Federal and State Law	
3.01 Commerce Clause Preemption of State Law by the FAA	143
<i>Marmet Health Care Center Inc. v. Brown</i> , 132 S.Ct. 1201 (2012).....	143
<i>Nitro-Lift Technologies, L.L.C. v. Howard</i> , 133 S. Ct. 500 (2012).....	144
<i>AT&T Mobility LLC v. Concepcion</i> , 131 S.Ct 1740 (2011)	146
<i>Sakkab v. Luxottica Retail N. Amer., Inc.</i> , 803 F.3d 425 (9th Cir. 2015).....	146
<i>Smith v. Jem Grp., Inc.</i> , 737 F.3d 636 (9th Cir. 2013)	147
<i>National Aluminum Co., Ltd. v. Peak Chemical Corp., Inc.</i> , 132 F.Supp.3d 990 (N.D.Ill. 2015)....	148
<i>Finn v. Ballentine Partners, LLC</i> , 169 N.H. 128 (2016)	149
<i>Bradley v. Brentwood Homes, Inc.</i> , 730 S.E.2d 312 (S.C. 2012).....	150
<i>Nafta Traders, Inc. v. Quinn</i> , 339 S.W.3d 84 (Tex. 2011)	152
<i>Aramark Uniform & Career Apparel v. Hunan, Inc.</i> , 757 N.W.2d 205 (N.M. 2008)	152
<i>Moscatiello v. Hilliard</i> , 939 A.2d 325 (Pa. 2007)	153
<i>Scott v. Yoho</i> , 248 Cal.App.4th 392 (2016)	154

3.02 The Role of State Arbitration Law	154
<i>Delaware Coal. for Open Gov't, Inc. v. Strine</i> ,	
733 F.3d 510 (3d Cir. 2013)	154
<i>Hoskins v. Hoskins</i> , 497 S.W.3d 490	
(Tex. 2016)	155
<i>Raymond James Fin. Servs., Inc. v. Phillips</i> ,	
126 So.3d 186 (Fla. 2013)	156
<i>Southern Pioneer Life Insurance Co. v. Thomas</i> ,	
385 S.W.3d 770 (Ark. 2011)	156
<i>Quinn v. NAFTA Traders, Inc.</i> , 360 S.W.3d	
713 (Tex. App.--Dallas 2012, pet. denied)	157
3.03 Federal Court Jurisdiction and the FAA	159
<i>CompuCredit Corporation v. Greenwood</i> , 1	
132 S.Ct. 665 (2012).....	159
<i>Vaden v. Discover Bank</i> , 129 S. Ct. 1262	
(2009)	161
<i>Pershing, L.L.C. v. Kiebach</i> , 819 F.3d 179	
(5th Cir. 2016)	162
<i>Tillman v. Tillman</i> , 825 F.3d 1069	
(9th Cir. 2016)	163
<i>Katz v. Cellco Partership</i> , 794 F.3d 341	
(2d Cir. 2015)	164
<i>CMH Homes, Inc. v. Goodner</i> , 729 F.3d 832	
(8th Cir. 2013)	165
<i>Countrywide Home Loans v. Mortgage</i>	
<i>Guaranty Insurance Corp.</i> , 642 F.3d 849	
(9th Cir. 2011)	166
<i>Northport Health Serv. v. Rutherford</i> , 605 F.3d	
483 (8th Cir. 2010)	167
<i>Transatlantic Lines LLC v. Amergent Techs, LLC</i> ,	
186 F.Supp.3d 223 (D. Conn. 2016).....	169
<i>I-Wen Chang Liu v. Mar</i> , 2013 WL 1499179	
(N.D. Ill. 2013)	170
3.04 Choice of Law and Choice of Forum	171
<i>KPMG LLP v. Cocchi</i> , 132 S.Ct. 23 (2011).....	171
<i>Wootten v. Fisher Investments, Inc.</i> , 688 F.3d 487	
(8th Cir. 2012)	172
<i>Pokorny v. Quixtar</i> , 601 F.3d 987	
(9th Cir. 2010)	174

TABLE OF CONTENTS

*Northrop Grumman Ship Sys., Inc. v. Ministry of
Defense of the Republic of Venezuela*, 575
F.3d 491 (5th Cir. 2009)..... 175
In re Lopez, 372 S.W.3d 174 (Tex. 2012) 176

Chapter 4..... 179
The Arbitral Tribunal

**4.01 Disqualifying Arbitrators: Evident Partiality
and Related Grounds 179**

*Star Ins. Co. v. Nat'l Union Fire Ins. Co. of
Pittsburgh, PA*, 656 Fed.Appx. 240
(6th Cir. 2016) 179
Ruhe v. Masimo Corp., 640 Fed.Appx. 685
(9th Cir. 2016) 180
Thomas Kinkade Co. v. White, 711 F.3d 719
(6th Cir. 2013) 181
*Positive Software Solutions v. New Century
Mortgage Corp.*, 476 F.3d 278
(5th Cir. 2007) 182
New Regency Prods. v. Nippon Herald Films, Inc.,
501 F.3d 1101 (9th Cir. 2007) 184
*National Indemnity Company v. IRB Brasil
Resseguros S.A.*, 164 F. Supp. 3d 457
(S.D.N.Y. 2016)..... 185
Viacom Int'l Inc. v. Winshall, 72 A.3d 78
(Del. 2013)..... 187
*Tenaska Energy, Inc. v. Ponderosa Pine Energy,
LLC*, 437 S.W.3d 518 (Tex. 2014), reh'g
denied (Aug. 22, 2014) 187
Rodas v. La Madeleine of Texas, Inc., 2015 WL
1611780 (Tex. Ct. App—Dallas 2015)..... 189

4.02 Structural Bias: Non-neutral Neutrals 190

Haworth v. Superior Court, 235 P.3d 152
(Cal. 2010) 190
Gray v. Chiu, 212 Cal. App. 4th 1355, 151 Cal.
Rptr. 3d 791 (2013) 191

4.03 Failure of Arbitral Selection Provisions	193
<i>Odyssey Reinsurance Co. v. Certain Underwriters at Lloyd's London Syndicate</i> 53, 615 Fed. App'x. 22 (2d Cir. 2015)	193
<i>Khan v. Dell Inc.</i> , 669 F.3d 350 (3d Cir. 2012)	193
<i>Miller v. GGNSC Atlanta, LLC</i> , 746 S.E.2d 680 (Ga. Ct. App. 2013)	195
<i>BP Exploration Libya Ltd. v. ExxonMobil Libya Ltd.</i> , 689 F.3d 481 (5th Cir. 2012).....	196
<i>Ins. Co. of North Am. v. Public Service Mut. Ins. Co.</i> , 609 F.3d 122 (2d Cir. 2010).....	197
<i>In re Serv. Corp. Int'l and SCI Texas Funeral Servs., Inc.</i> , 355 S.W.3d 655 (Tex. 2011).....	199
<i>Nishimura v. Gentry Homes, Ltd.</i> , 338 P.3d 524 (Haw. 2014).....	200
<i>C.R. Klewin N.E., LLC v. City of Bridgeport</i> , 919 A.2d 1002 (Conn. 2007).....	201
4.04 Arbitrator Immunity.....	202
<i>Landmark Ventures</i> , 2014 WL 6784397 (S.D.N.Y. 2014).....	202
<i>Sacks v. Dietrich</i> , 663 F.3d 1065 (9th Cir. 2011)	203
Chapter 5.....	205
Preliminary Proceedings	
5.01 Interim Relief by the Court	205
<i>Adam Techs. Int'l S.A. de C.V. v. Sutherland Global Servs. Inc.</i> , 729 F.3d 443 (5th Cir. 2013)	205
<i>John Hancock Life Ins. Co. (U.S.A.) v. Employers Reassurance Corp.</i> , 2016 U.S. Dist. LEXIS 80592 (D. Mass. 2016).....	206
<i>Weingarten Realty Investors v. Miller</i> , 661 F.3d 904 (5th Cir. 2011)	207
<i>Next Step Med. Co. v. Johnson & Johnson Int'l</i> , 619 F.3d 67 (C.A.1 (Puerto Rico) 2010)	209
<i>Toyo Tire Holdings of Am. v. Continental Tire North America</i> , 609 F.3d 975 (9th Cir. 2010)	211

TABLE OF CONTENTS

	<i>Sanford v. CenturyTel of Mo., LLC</i> , 490 S.W.3d 717 (Mo. 2016).....	213
5.02	Arbitral Subpoenas and Pre-hearing Discovery	214
	<i>Life Receivables Trust v. Syndicate 102 at Lloyd's of London</i> , 549 F.3d 210 (2nd Cir. 2008)	214
	<i>Colo. Mills, LLC v. SunOpta Grains and Foods, Inc.</i> , 269 P.3d 731 (Col. 2012).....	216
5.03	Arbitral Stays of Parallel Litigation and Judicial Stays of Arbitral Proceedings	218
	<i>MediVas, LLC v. Marubeni Corp.</i> , 741 F.3d 4 (9th Cir. 2014)	218
	<i>PowerShare, Inc. v. Syntel, Inc.</i> , 597 F.3d 10 (1st Cir. 2010).....	219
5.04	Judicial Stay of Litigation Pending Arbitration	220
	<i>Louis Berger Group Inc. v. State Bank of India</i> , 802 F.Supp.2d 482 (S.D.N.Y. 2011).	220
Chapter 6		225
	The Arbitration Proceeding	
6.01	Preclusion: Res Judicata and Collateral Estoppel.....	225
	<i>Manganella v. Evanston Ins. Co.</i> , 700 F.3d 585 (1st Cir. 2012).....	225
	<i>Cont'l Holdings, Inc. v. Crown Holdings Inc.</i> , 672 F.3d 567 (8th Cir. 2012).....	226
	<i>Grisby & Associates, Inc. v. M Securities Investment</i> , 664 F.3d 1350 (11th Cir. 2011).....	228
	<i>Shell Oil Co. v. CO2 Committee, Inc.</i> , 589 F.3d 1105 (10th Cir. 2009)	230
	<i>Emilio v. Sprint Spectrum L.P.</i> , 68 F. Supp. 3d 509 (S.D.N.Y. 2014).....	231
	<i>Nat'l Wine & Spirits, Inc. v. Ernst & Young, LLP</i> , 976 N.E.2d 699 (Ind. 2012).....	232
	<i>Casa Del Mar Ass'n, Inc. v. Gossen Livingston Associates, Inc.</i> , 434 S.W.3d 2011 (Tex. App. 2014), review denied (Oct. 3, 2014).....	232

6.02 Remedial Authority of Arbitrators.....	233
<i>Reliastar Life Ins. Co. of N.Y. v. EMC Nat'l</i>	
<i>Life Ins. Co.</i> , 564 F.3d 81 (2d Cir. 2009).....	233
<i>Kitchens v. Turquoise Properties Gulf, Inc.</i> ,	
70 So.3d 377 (Ala.Civ.App. 2010).....	235
6.03 Awards of Costs, Fees, and Interest.....	236
<i>Campbell Harrison & Dagley, L.L.P., v. Hill</i> ,	
782 F.3d 240 (5th Cir. 2015).....	236
<i>Lagstein v. Certain Underwriters at Lloyd's of</i>	
<i>London</i> , 725 F.3d 1050 (9th Cir. 2013).....	238
<i>Newmont v. Ins. Co. of North Am.</i> , 615 F. 3d	
1268 (10th Cir. 2010).....	239
<i>Janney Montgomery Scott LLC v. Tobin</i> , 571 F.	
3d 162 (1st Cir. 2009).....	240
<i>AIG Baker Sterling Heights v. Am. Multi-Cinema</i> ,	
508 F.3d 995 (11th Cir. 2007).....	242
<i>Calbex Mineral Ltd. V. ACC Resources Co., L.P.</i> ,	
90 F.Supp.3d 442 (W.D. Pa. 2015).....	243
<i>Bald, Fat, & Ugly, LLC v. Keane</i> , 303 P.3d 166	
(Idaho 2013).....	244
<i>Don Drennen Motor Co., Inc. v. McClung</i> ,	
79 So.3d 593 (Ala. 2011).....	245
<i>Roberts v. Packard, Packard & Johnson</i> ,	
159 Cal. Rptr. 3d 180 (Cal. Ct. App. 2013).....	245
6.04 Representation of Corporations.....	246
<i>NISHA L.L.C. v. TriBuilt Construction Group</i> ,	
<i>L.L.C.</i> , 388 S.W.3d 444 (Ark. 2012).....	246
Chapter 7.....	249
Challenges to the Arbitral Award	
7.01 Statutory Deadlines for Submission of	
Application to Vacate or Modify Award.....	249
<i>United Food & Commercial Workers Int'l</i>	
<i>Union, Local No. 7 v. King Soopers, Inc.</i> ,	
743 F.3d 1310 (10th Cir. 2014).....	249
<i>Gonsalvez v. Celebrity Cruises Inc.</i> , 750 F.3d	
1195 (11th Cir. 2013) <i>cert. denied</i> ,	
No. 13-1285, 2014 WL 1669263	
(U.S. Oct. 6, 2014).....	250

TABLE OF CONTENTS

	<i>Domnarski v. UBS Fin. Servs., Inc.</i> , 919 F. Supp. 2d 183 (D. Mass. 2013).....	251
	<i>M3 Healthcare Solutions v. Family Practice Assoc.</i> , 996 A.2d 1279 (Del. 2010).....	252
7.02	Contractual Expansion of Grounds of Judicial Review	252
	<i>Hall Street Assoc. v. Mattel</i> , 552 U.S. 576 (2008) ...	252
	<i>In re Wal-Mart Wage and Hour Employment Practices Litigation</i> , 737 F.3d 1262 (9th Cir. 2013)	254
	<i>Tube City IMS, LLC v. Anza Capital Partners, LLC</i> , 25 F.Supp. 2d 486 (S.D.N.Y. 2014)	256
	<i>Nafta Traders, Inc. v. Quinn</i> , 339 S.W.3d 84 (Tex. 2011)	257
7.03	Challenges Based on Evidentiary and Procedural Issues.....	259
	<i>Leeward Construction Company, Ltd. v. American University of Antigua-College of Medicine</i> , 826 F.3d 634 (2d Cir. 2016)	259
	<i>Rainier DSC 1, L.L.C. v. Rainier Capital Mgmt., L.P.</i> , 828 F.3d 362 (5th Cir. 2016)	260
	<i>Grynberg v. Kinder Morgan Energy Partners, L.P.</i> , 805 F.3d 901 (10th Cir. 2015).....	260
	<i>Goldman, Sachs & Co. v. Athena Venture Partners, L.P.</i> , 803 F.3d 144 (3d Cir. 2015)	262
	<i>Doral Fin. Corp. v. García-Vélez</i> , 725 F.3d 27 (1st Cir. 2013).....	262
	<i>Positive Software Solutions v. New Century Mortgage Corp.</i> , 619 F. 3d 458 (5th Cir. 2010)	263
	<i>Bosack v. Soward</i> , 586 F.3d 1096 (9th Cir. 2009)	264
	<i>Chevron Corp. v. Ecuador</i> , 795 F.3d 200 (D.D.C. 2015)	265
	<i>Miminco, LLC v. Democratic Republic of the Congo</i> , 79 F.Supp.3d 213 (D.D.C. 2015)	266

<i>Swiss Inst. of Bioinformatics v. Global Initiative on Sharing All Influenza Data</i> , 49 F.Supp.3d 92 (D.D.C. 2014)	267
<i>Brazzel v. Brazzel</i> , 789 S.E.2d 626 (Ga. App. 2016)	268
<i>Columbia Valley Healthcare, Sys., L.P. v. Walss</i> , 2015 WL 9487271 (Tex. App.—Corpus Christi-Edinburg)	269
<i>Sims v. Building Tomorrow’s Talent, LLC</i> , 2014 WL 1800839 (Tex. App. 2014)	271
7.04 Challenges that Arbitrators Exceeded their Authority	272
<i>Samaan v. Gen Dynamics Land Sys.</i> , 835 F. 3d 593 (6th Cir. 2016)	272
<i>Int’l Bhd. of Elec. Workers, Local Union 824 v. Verizon Florida, LLC</i> , 803 F.3d 1241 (11th Cir. 2015)	273
<i>BNSF v. Fairfield Greenwich Ltd.</i> , 777 F.3d 785 (5th Cir. 2015)	274
<i>Davis v. Producers Agricultural Ins. Co.</i> , 762 F.3d 1276 (11th Cir. 2014)	275
<i>Morgan Keegan & Company, Inc. v. Garrett</i> , 816 F. Supp. 2d 439 (5th Cir. 2011)	277
<i>Wells Fargo Bank, N.A. v. WMR e-PIN, LLC</i> , 653 F.3d. 702 (8th Cir. 2011)	278
<i>MCI Constructors, LLC v. City of Greensboro</i> , 610 F.3d 849 (4th Cir. 2010)	281
<i>Raymond James Fin. Servs. v. Bishop</i> , 596 F. 3d 183 (4th Cir. 2010)	283
<i>J. Don Gordon Const. Inc. v. Brown</i> , 2015 WL 3537497 (Ala. 2015).....	285
<i>Stanley v. Liberty</i> , 111 A.3d 663 (Me. 2015).....	286
<i>Guardian Builders, LLC v. Uselton</i> , 164 So.3d 964 (Ala. 2014).....	286
<i>Lujan v. Texas Bell Jeb Apartments LLC</i> , 2015 WL 4072121 (Tex.Ct.App. 2015).....	288
7.05 Manifest Disregard of the Law.....	288
<i>Stolt-Nielson SA v. Animalfeeds int’l Corp.</i> , 130 S. Ct. 1758 (2010).....	288

TABLE OF CONTENTS

<i>Bangor Gas Co., L.L.C. v. H.Q. Energy Servs. Inc.</i> , 695 F.3d 181 (1st Cir. 2012).....	289
<i>Medicine Shoppe Int'l v. Turner Investments</i> , 614 F.3d 485 (8th Cir. 2010).....	291
<i>Frazier v. CitiFinancial Corp. LLC</i> , 604 F.3d 1313 (11th Cir. 2010).....	292
<i>Robinson v. Henne</i> , 115 So.3d 797 (Miss. 2013).....	293
<i>Tucker v. Ernst & Young, LLP</i> , 159 So.3d 1263 (Ala. 2014).....	294
7.06 Non-Statutory Grounds for Review:	
Public Policy.....	295
<i>Country Preferred Ins. Co. v. Whitehead</i> , 979 N.E.2d 35 (Ill. 2012).....	295
<i>Kitsap County Deputy Sheriff's Guild v. Kitsap County</i> , 167 Wn. 2d 428 (Wash. 2009).....	296
Chapter 8.....	299
International Arbitration	
8.01 Applicability of the New York Convention.....	299
<i>Johnson v. NCL (Bah.) Ltd.</i> , 163 F. Supp. 3d 338 (E.D. La. 2016).....	299
<i>VRG Linhas Aereas S.A. v. Matlinpatterson Global Opportunities Partners II L.P.</i> , 717 F.3d 322 (2d Cir. 2013).....	301
<i>The Ministry of Defense and Support for the Armed Forces of the Islamic Republic of Iran v. Cubic Defense Systems, Inc.</i> , 665 F.3d 1091 (9th Cir. 2011).....	302
<i>Safety Nat'l Casualty Corp v. Certain Underwriters at Lloyd's, London</i> , 587 F.3d 714 (5th Cir. 2009).....	304
8.02 Enforcement of the Arbitration Agreement.....	305
<i>BG Group PLC v. Republic of Argentina</i> , 134 S.Ct. 1198 (2014).....	305
<i>Newco Ltd. v. Gov't of Belize</i> , 650 F. App'x 14 (D.C. Cir. 2016).....	308
<i>AVR Communs., Ltd. v. Am. Hearing Sys.</i> , 793 F.3d 847 (8th Cir. 2015).....	309

	<i>Schneider v. Kingdom of Thailand</i> , 688 F.3d 68 (2d Cir. 2012)	311
	<i>Lindo v. NCL (Bahamas), Ltd.</i> , 652 F.3d 1257 (11th Cir. 2011)	313
	<i>Thomas v. Carnival Corp.</i> , 573 F.3d 1113 (11th Cir. 2009)	315
	<i>InterDigital Communications, Inc. v. Huawei Investment & Holdings Co., Ltd.</i> , 166 F.Supp. 3d 463 (S.D.N.Y. 2016).....	317
	<i>Cont'l Transfert Technique Limited v. Federal Government of Nigeria</i> , 800 F.Supp.2d 161, (D.D.C. 2011)	319
8.03	Removal Under 9 U.S.C. § 205	321
	<i>Infutura Global Ltd. v. Sequus Pharmaceuticals, Inc.</i> , 631 F.3d 1133 (9th Cir. 2011)	321
	<i>Seed Holdings, Inc. v. Jiffy Int'l AS</i> , 5 F. Supp. 3d 565 (S.D.N.Y. 2014).....	323
	<i>Kolel Beth Yechiel Mechil of Tartikov, Inc. v. YLL Irrevocable Trust</i> , 863 F. Supp. 2d 351 (S.D.N.Y. 2012).....	325
	<i>QPro Inc. v. RTD Quality Servs.</i> , 761 F. Supp. 2d 492 (S.D. Tex. 2011)	328
8.04	Waiver of Removal Rights Relating to the New York Convention.....	329
	<i>Republic of Ecuador v. Connor</i> , 708 F.3d 651 (5th Cir. 2013)	329
	<i>Ario v. Underwriting Members of Syndicate 53 at Lloyds for the 1998 Year of Account</i> , 618 F.3d 277 (3d Cir. 2010)	331
8.05	Court Assisted Evidence Gatherings Under 28 U.S.C. § 1782.....	334
	<i>In re Consorcio Ecuatoriano de Telecomunicaciones S.A. v. JAS Forwarding (USA), Inc.</i> , 685 F.3d 987 (11th Cir. 2012)	334
	<i>El Paso Corp. v. La Comision Ejecutiva Hidroelectricia del Rio Lempa</i> , 341 Fed. Appx. 31 (5th Cir. 2009)	336
	<i>In Re Application of Mesa Power Grp., L.L.C.</i> , 878 F. Supp. 2d 1296 (S.D. Fla. 2012).....	337

TABLE OF CONTENTS

	<i>In re Chevron Corp.</i> , 753 F. Supp. 2d 536, 537 (D. Md. 2010).....	340
8.06	Injunctions Against Arbitration.....	342
	<i>Citigroup Global Markets, Inc. v. VCG Special Opportunities Master Fund Ltd.</i> , 598 F.3d 30 (2d Cir. 2010)	342
	<i>Hospira, Inc. v. Therabel Pharma N.V.</i> , 2013 WL 3811488 (N.D. Ill. 2013).....	346
8.07	Procedural Barriers against Enforcement of Foreign Arbitral Awards	348
	<i>Human v. Czech Republic—Ministry of Health</i> , 824 F.3d 131 (D.C. Cir. 2016).....	348
	<i>Sonera Holding B.V. v. Cukurova Holding A.S.</i> , 750 F.3d 221 (2d Cir. 2014)	350
	<i>First Inv. Corp. of Marshall Islands v. Fuijan Mawei Shipbuilding, Ltd.</i> , 703 F.3d 742 (5th Cir. 2012)	351
	<i>GSS Group Ltd v. Nat'l Port Auth.</i> , 680 F.3d 805 (D.C. Cir. 2012).....	354
	<i>Frontera Resources Azerbaijan Corp. v. State Oil Co. of Azerbaijan Republic</i> , 582 F.3d 393 (2d Cir. 2009)	356
	<i>Africard Co. Ltd. v. Republic of Niger</i> , 210 F. Supp.3d 119 (D.D.C. 2016).....	358
	<i>CBF Industria de Gusa S/A/ v. AMCI Holdings, Inc.</i> , 14 F. Supp.3d 463 (S.D.N.Y. 2014)	359
8.08	Enforcement of Foreign Awards Vacated at the Seat of Arbitration	360
	<i>Corporación Mexicana de Mantenimiento Integral S. de. R.L. de C.V. v. Pemex- Exploración y Producción</i> , 832 F.3d 92 (2d Cir. 2016)	360
	<i>Termorio S.A. E.S.P. v. Electranta S.P.</i> , 487 F.3d 928 (D.C. Cir. 2007).....	363

Part II: Decisions That Discuss AAA Arbitration Rules..... 365

- A. Overview: The AAA Arbitration Rules in the Courts 367
- B. Alphabetical Table of Cases 369
- C. Index of Cases Arranged By Type of AAA Rules..... 377
- D. Digests of Cases Discussing AAA Rules (Arranged Alphabetically) 387