



International Commercial Arbitration in the United States

Christopher G. Kelly, Partner, Holland & Knight LLP
christopher.kelly@hkllaw.com / (212) 513-3264

Marisa Marinelli, Partner, Holland & Knight LLP
marisa.marinelli@hkllaw.com / (212) 513-3239

Andrew Choi, Associate, Holland & Knight LLP
andrew.choi@hkllaw.com / (212) 513-3561

Danish Arbitration Association Presentation
April 20, 2017 / Copenhagen, Denmark

Holland & Knight

50726574

Copyright © 2017 Holland & Knight LLP. All Rights Reserved

Arbitration is a Creature of Contract:

- » “The FAA reflects the fundamental principle that arbitration is a matter of contract.” *Rent-A-Center, West, Inc. v. Jackson*, 561 U.S. 63, 67 (2010).
- » Arbitration agreements can be divided up broadly into **administered arbitration** (administered by an arbitral institution) and **ad-hoc arbitration**. Administered arbitration is generally recommended in cases where the parties are not particularly arbitration savvy. (Drafting Arbitration Clauses / ABA-NYSBA International Practice Boot Camp 2014).
- » Arbitral institutions typically provide standardized arbitration language that invokes the rules relevant to a that particular arbitration institution.

Sample Arbitration Clauses

- » **International Centre for Dispute Resolution (“ICDR”):** “Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules.” (Parties should consider adding the number of arbitrators, the place of arbitration, and the language of the arbitration).

- » **ICDR Expedited Procedures Clause:** “Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Expedited Procedures.”

- » **American Arbitration Association (“AAA”):**
 - “We, the undersigned parties, hereby agree to submit to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules the following Controversy: (describe briefly). We further agree that the above controversy be submitted to (one) (three) arbitrator(s). We further agree that we will faithfully observe this agreement and the rules, that we will abide by and perform any award rendered by the arbitrator(s), and that a judgment of any court having jurisdiction may be entered on the award.”

 - “Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.”

Tailoring of the Arbitration Procedures by Agreement

In general:

- » The procedures that govern an arbitration are determined by the agreement of the parties – the relevant arbitration agreement between the parties or relevant arbitration clauses contained in an agreement.
- » Where the parties' agreement is silent, the rules of the arbitral institution (if one is chosen) govern.
- » Where the rules of the arbitral institution are silent, the parties can come to an agreement about procedure.
- » Where the parties can't come to an agreement, the arbitrator can make a decision about procedure.
- » Some arbitration institutions provide guidance for the tailoring of arbitration agreements.

Tailoring of the Arbitration Procedures by Agreement

ICDR: The ICDR provides guidelines for tailoring an arbitration agreement, offering tailoring clauses for:

- » Party-Appointed Arbitrators (ICDR Guide to Drafting, p. 6)
- » Limitations on Time and Information Exchange
 - “The award shall be rendered within [9] months of the commencement of the arbitration, unless such time limit is extended by the arbitrator.”
 - “...pre-hearing information exchange shall be limited to the reasonable production of relevant-non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case.”

AAA: The rules allows for tailoring by agreement of the parties, though amendment is limited by the consent of the arbitrator once the arbitrator is appointed. (R-1) (“The parties, by written agreement, may vary the procedures set forth in these rules. After appointment of the arbitrator, such modifications may be made only with the consent of the arbitrator.”)

ICC: The rules allow for further specification of the Rules where the Rules are silent. (Article 19) (“The proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.”)

Interim and Emergency Relief

Arbitral institutions generally provide for both pre-arbitration emergency relief, and interim relief. Relief can take the form of injunctive relief or measures for the protection of property. In the case of pre-arbitration emergency relief, such relief is entirely subject to review and revision by the arbitral tribunal. Also, arbitral institutions stipulate that the application to a judicial authority for such relief is consistent with the agreement to arbitrate.

ICDR: Article 24: Interim Measures

- » At the request of any party, the arbitral tribunal may order or award any interim or conservatory measure it deems necessary, including injunctive relief and measures for the protection or conservation of property. The arbitral tribunal may require security for the costs of such measures.
- » A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

ICDR: Article 6: Emergency Measures of Protection

- » A party may apply for emergency relief before the constitution of the arbitral tribunal, explaining why the party is entitled to relief and why relief is required on an emergency basis.
- » The Administrator appoints a single emergency arbitrator who may grant relief similar to the arbitral tribunal in Article 24, though any such relief may be reconsidered, modified or vacated by the arbitral tribunal.

ICC: Article 28: Conservatory and Interim Measures

- » Unless the parties have agreed to otherwise, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. The arbitral tribunal may require security for the costs of such measures.
- » Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. Such application shall not be deemed to be an infringement or a waiver of the arbitration agreement.

ICC: Article 29: Emergency Arbitrator

- » A party may apply for interim or conservatory measures that cannot wait the constitution of an arbitral tribunal. The application must be received by the Secretariat prior to the transmission of the file to the arbitral tribunal. (See Appendix V: Emergency Arbitrator Rules).
- » Any such relief may be modified, terminated or annulled by the arbitral tribunal.
- » Such provisions shall not apply if the parties agree to opt out, or if the parties have agreed to another pre-arbitral procedure that provides for the granting of similar measures.

AAA: R-37: Interim Measures

- » Arbitrators may issue injunctive relief and measures for the protection or conservation of property. The arbitrator may require security for the costs of such measures. (R-37(a)). A request for interim measures to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate (R-37(c)).

AAA: R-38: Emergency Measures of Protection

- » Upon application for relief, a single emergency arbitrator may grant relief upon a showing of “immediate and irreparable loss or damage ... and that such party is entitled to such relief.”

Production and submission of documentary evidence

In general, arbitration institutions allow the arbitrator broad powers to decide preliminary issues, and limit the scope of the arbitration, by directing the parties to focus on a smaller number of determinative issues. The arbitrator is also given broad powers to limit the scope of production as it relates to particular issues, based on a variety of considerations. (See e.g., ICDR (21:2))

ICDR: Article 20/21: Conduct of Proceedings / Exchange of Information

- » (20:3) The tribunal may decide preliminary issues ... exclude cumulative or irrelevant testimony or other evidence, and direct the parties to focus their presentation on issues whose resolution could dispose of all or part of the case.
- » (20:4) The tribunal may order the parties to produce documents, exhibits, or other evidence it deems necessary or appropriate.
- » **(21:2) The tribunal retains final authority on the appropriate level of information to exchange for each case, though the parties may offer their views on the matter.**
- » (21:4) The tribunal may, upon application, require a party to make available to another party documents in that party's possession not otherwise available to the party seeking the documents, that are reasonably believed to exist and to be relevant and material to the outcome of the case. Requests shall contain a description of specific documents or classes of documents, along with an explanation of their relevance and materiality to the outcome of the case.
- » (21:8) In resolving a dispute about pre-hearing exchanges of information, the tribunal shall require a requesting party to justify the time and expense that its request may involve and may condition granting such a request on the payment of part or all of the cost by the party seeking the information.
- » (21:10) Depositions, interrogatories, and requests to admit as developed for use in U.S. court procedures generally are not appropriate procedures for obtaining information in an arbitration under these Rules.

ICC: Article 24/25: Case Management Conference / Establishing the Facts of the Case

- » (25:1) The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
- » (25:2, 6) The arbitral tribunal shall hear the parties if a party so requests, or in its own motion. The tribunal may hear any witnesses or experts appointed by the parties. In the absence of such a request the arbitral tribunal may decide the case solely on the documents submitted by the parties.
- » Appendix IV: “Case Management Techniques”: The ICDR provides examples of techniques that an arbitrator can use to control the cost evidence production, including:
 - » identifying issues that can be resolved by agreement
 - » identifying issues to be determined solely on the basis of documents
 - » limiting the scope of document requests, written submissions and testimony.
 - » Additional techniques are provided in an ICC publication entitled “Controlling Time and Costs in Arbitration”.

AAA: Production and Submission of Documentary Evidence

- » (R-22.a) The arbitrator shall manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute.
- » (R-22.b) The arbitrator may ... (i) require parties to exchange documents on which they intend to rely, ... (iii) require the parties, in response to reasonable document requests to make available to the other party documents ... not otherwise readily available to the party seeking the documents, reasonably believed ... to be relevant and material to the outcome of the disputed issues.
- » (R-32) The arbitrator ... shall conduct the proceedings with a view to expediting the resolution of the dispute and may ... direct the parties to focus their presentation on issues the decision of which could dispose of all or part of the case.
- » (R-34.a) The parties ... shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence shall not be necessary.
- » (R-34.b) The arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed cumulative or irrelevant.

Subpoena Power over Non-Parties

The arbitral tribunal has broad authority to demand the production of documents from a party to the arbitration. However, the ability to subpoena testimony and documents from a non-party, is more questionable.

- » Section 7 of the FAA plausibly allows the arbitrator to subpoena a non-party for documents during a hearing, noting that:
 - » if **any** person or persons so summoned to testify shall refuse or neglect to obey said summons, upon petition the United States district court for the district in which such arbitrators, or a majority of them, are sitting may compel the attendance of such person or persons before said arbitrator or arbitrators, or punish said person or persons for contempt.
- » However, there is a circuit split as to whether the arbitrator has this same power as it relates to pre-hearing third-party document subpoenas.*
 - » **Sixth and Eighth Circuits:** Arbitrators have the power to subpoena third parties to produce documents prior to the hearing. *See In re Security Life Ins. Co. of America*, 228 F.3d 865, 870–71 (8th Cir. 2000) (holding that implicit in the power “to subpoena relevant documents for production at a hearing is the power to order the production of relevant documents for review by a party prior to the [arbitration] hearing”); *Am. Fed. of Television & Radio Artists, AFL-CIO v. WJBK-TV*, 164 F.3d 1004, 1007 (6th Cir. 1999) (authorizing subpoenas to a nonparty for pre-hearing arbitration documents).
 - » **Fourth Circuit:** Arbitrators may issue document subpoenas pursuant to the FAA upon a showing of “special need or hardship”. *See COMSAT Corp. v. Nat’l Sci. Found.*, 190 F.3d 269 (4th Cir. 1999) (allowing document subpoenas pursuant to the FAA upon a showing of “special need or hardship”).
 - » **Second and Third Circuits:** No pre-hearing document subpoenas are permitted. *See Life Receivables Tr. v. Syndicate 102 at Lloyd’s of London*, 549 F.3d 210 (2d Cir. 2008) (no document subpoenas permitted); *Hay Grp., Inc. v. EBS Acquisition Corp.*, 360 F.3d 404, 413–14 (3d Cir. 2004) (holding that a pre-hearing subpoena for documents was unenforceable).

*ABA (<http://apps.americanbar.org/litigation/committees/adr/articles/summer2016-0816-third-party-discovery-arbitration-between-rock-hard-place.html>)

Party Appointed Experts vs. Tribunal Appointed Experts

Arbitral tribunal rules generally provide the arbitrator with broad powers to appoint a tribunal-appointed expert, though the parties are allowed to bring their own experts as well. (Notably, the AAA does not have a provision explicitly allowing the arbitrator to appoint their own expert). The tribunal-appointed expert is given access to any relevant information in possession of the parties, though the expert may be questioned by the parties at the hearing.

ICDR: Article 25: Tribunal-Appointed Expert

- » (25:1) After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on issues designated by the tribunal and communicated to the parties.
- » (25:2) Parties shall provide such an expert with any relevant information.
- » (25:3) Upon receipt of an expert's report, the tribunal shall send a copy of the report to all parties and shall give the parties an opportunity to express, in writing, their opinion of the report.
- » (25:4) At the request of any party, the tribunal shall give the parties an opportunity to question the expert at the hearing.

Party Appointed Experts vs. Tribunal Appointed Experts

ICC:

- » (25:3) The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned.
- » (25:4) The arbitral tribunal, after having consulted the parties, may appoint one or more experts, define the terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.
- » **Appendix IV: Case Management Techniques:** The arbitral tribunal may limit the length and scope of ... oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.

AAA: The AAA does not appear to have a provision explicitly allowing (or disallowing) the arbitrator to appoint an expert of their own.

Depositions / Written statements / Cross-examination

The ICDR explicitly frowns upon the use of depositions, interrogatories and requests to admit, at least as developed in the U.S. The AAA allows depositions, but only explicitly provides for them in “Large Complex Commercial Disputes” where claims exceed \$500,000, and otherwise notes that they are for exceptional circumstances. Aside from this, arbitration institutions generally allow written witness statements in place of direct examination of witnesses. Arbitration institutions also offer a variety of options for the examination of witnesses so as to reduce the burden of cross-examination. (See, e.g., ICDR – cross-examination without the physical presence of the witness; ICC – witness conferencing).

ICDR: Depositions / Written witness statements / Cross examination

- » (21:10) Depositions, interrogatories, and requests to admit as developed for use in U.S. court proceedings generally are not appropriate procedures for obtaining information in an arbitration under these Rules.
- » (23:4) Evidence of witnesses may be presented in the form of written statements signed by them. Parties shall notify the tribunal of witnesses who have presented a witness statement, whom they request to examine. The tribunal may require any witness to appear at a hearing.
- » (23:3) The tribunal shall determine the manner in which witnesses are examined and who shall be present during witness examination.
- » (23:5) The tribunal may direct that witnesses be examined through means that do not require their physical presence.
- » (23:4) If a tribunal requires a witness to appear at a hearing, and that witness does not appear without a valid excuse, the tribunal may disregard any written statement by that witness.

ICC: Depositions / Written witness statements / Cross examination

- » (25:3) The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned.
- » (25:4) At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert appointed by the tribunal.
- » Article IV: Case management Techniques: Limiting the length and scope of written submissions and written and oral witness evidence (both fact and expert) so as to avoid repetition.

Depositions / Written statements / Cross-examination

ICC: “Guide to Controlling the Time and Costs of Arbitration”

- » (80): Limiting cross-examination: If there is to be cross-examination of witnesses, the arbitral tribunal, after hearing the parties, should consider limiting the time available to each party for such cross-examination.
- » (78) Use of Written Statements as Direct Evidence: Cost and time can be saved by limiting or avoiding direct examination of witnesses. When appropriate, witness statements can substitute for direct examination at a hearing.
- » (79) Witness conference: Witness conferencing is a technique in which two or more fact or expert witnesses presented by one or more of the parties are questioned together on particular topics by the arbitral tribunal and possibly by counsel.
- » (60) Limiting the number of witnesses: The arbitral tribunal may assist in identifying those issues on which witness evidence is required and focusing the evidence from witnesses on those issues.

AAA: Depositions / Written witness statements / Cross examination

- » (L-3) (Rules for Large Complex Commercial Disputes, in which a claim is at least \$500,000): In exceptional cases, at the discretion of the arbitrator, upon good cause shown and consistent with the expedited nature of arbitration, the arbitrator may order depositions to obtain the testimony of a person who may possess information determined by the arbitrator to be relevant and material to the outcome of the case. The arbitrator may allocate the cost of taking such a deposition.
- » (R-35.a) ... the parties shall give written notice for any witness or expert witness who has provided a written witness statement to appear in person at the arbitration hearing for examination. If such notice is given, and the witness fails to appear, the arbitrator may disregard the written witness statement and/or expert report ...
- » (R-35.b) If a witness ... is unable or unwilling to testify at the hearing, either in person or through electronic means, either party may request that the arbitrator order the witness to appear in person before the arbitrator ...
- » (R-32.c) When deemed appropriate, the arbitrator may ... allow for the presentation of evidence by alternative means ... such alternative means must ... when involving witnesses, provide an opportunity for cross-examination.

Costs of gathering evidence

In general, the arbitrator has broad powers to assign the costs of gathering evidence as they see fit. The cost assigned, and how the cost is apportioned is a function of the justification that the party seeking the information provides. (See e.g., ICDR (21:8). Aside from this, the arbitrator places limitations on cost through effective case management. The ICDR explicitly frowns on depositions and interrogatories and places a substantial burden on parties to provide justification for the seeking of evidence. (ICDR (21:10). The ICC provides an extensive list of case management strategies for limiting the costs and time of gathering evidence. (ICC: “Controlling Time and Costs in Arbitration”)

ICDR: Costs

- » (1:4) Unless the parties agree or the Administrator determines otherwise, Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds USD \$250,000. The parties may also agree to use such procedures in other cases. Where no party’s claim or counterclaim exceeds USD \$100,000, the dispute shall be resolved by written submissions only unless the arbitrator determines that an oral hearing is necessary.
- » (20:7) The parties shall make every effort to avoid unnecessary delay and expense in the arbitration. The arbitral tribunal may allocate costs ... as are necessary to protect the efficiency and integrity of the arbitration.
- » (21:1) The arbitral tribunal shall manage the exchange of information ... to maintaining efficiency and economy. The tribunal and the parties should endeavor to avoid unnecessary delay and expense
- » (21:8) In resolving any dispute about pre-hearing exchanges of information, the tribunal shall require a requesting party to justify the time and expense that its request may involve and may condition granting such a request on the payment of part or all of the cost by the party seeking the information. The tribune may also allocate the costs of providing information among the parties.

ICC: Costs

- » (22:1) The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.
- » (25:4) The arbitral tribunal, after having consulted the parties, may appoint one or more experts At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.
- » **Article IV: Case management Techniques:** The ICC provides a list of techniques for increasing the efficiency and decreasing the cost of evidence gathering in the arbitration proceedings. Additional techniques are described in the ICC publication entitled “Controlling Time and Costs in Arbitration”

AAA: Costs

- » (R-23) The arbitrator shall have the authority to issue any orders necessary to enforce the provisions of Rules R-21 and R-22 (dealing with the preliminary hearing and pre-hearing exchange and production of information) ... including, without limitation: (c) allocating costs of producing documentation, including electronically stored documentation ... (d) in the case of willful non-compliance with any order ... making special allocations of costs ... arising from such non-compliance.
- » (R-35.b) If a witness ... is unable or unwilling to testify at the hearing ... either party may request that the arbitrator order the witness to appear in person ... Any such order may be conditioned upon payment by the requesting party of all reasonable costs associated with such examination.

Expedited Arbitration Procedures

Several arbitration bodies offer default expedited arbitration procedures that kick in, when expedited procedures would be the most fruitful.

AAA: Expedited Rules

- » (R-1.b, R-1.d) Unless the parties or the AAA determines otherwise, the Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds \$75,000 ... Parties may, by agreement, apply the Expedited Procedures ... to any dispute.
- » The expedited rules place limitations on the amount of time to respond to a Demand for Arbitration (E1), limit the adjustment of claims once the arbitrator is appointed (E2), and expedite the appointment of an arbitrator (E4).
- » Where no party's claim exceeds \$25,000, the dispute is resolved by submission of documents, unless a party requests an oral hearing or the arbitrator determines an oral hearing is necessary (E5).
- » The expedited rules advise that, generally, a hearing shall not exceed one day (E8.a).

ICDR: Expedited Rules

- » (1:4) Expedited Procedures apply in cases where no disclosed claim or counterclaim exceeds \$250,000, though the parties may agree to the application of Expedited Procedures to any matter. Where no party's claim exceeds \$100,000, cases are presumptively decided on written submissions only.
- » The expedited rules require detailed submissions that include all of the evidence then available on which such party intends to rely (E2) an expedited procedure for appointment of an arbitrator (E6), written submissions due within 60 days of the arbitrator's procedural order (E8) and where an oral hearing is necessary, the oral hearing must take place within 60 days of the arbitrator's procedural order.

Procedural Orders Related to Production of Evidence

ICDR: Procedural Orders

- » (20:7) The parties shall make every effort to avoid unnecessary delay and expense in the arbitration. The arbitral tribunal may allocate costs, draw adverse inferences, and take such additional steps as are necessary to protect the efficiency and integrity of the arbitration.
- » (23:4) The tribunal may require any witness to appear at a hearing. If a witness whose appearance has been requested fails to appear without valid excuse as determined by the tribunal, the tribunal may disregard any written statement by that witness.

ICC: Procedural Orders

- » (22:2) In order to ensure effective case management, the arbitral tribunal, after consulting the parties, may adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties.
- » (24:1) When drawing up the Terms of Reference or as soon as possible thereafter, the arbitral tribunal shall convene a case management conference to consult the parties on procedural measures that may be adopted pursuant to Article 22(2). Such measures may include one or more of the case management techniques described in Appendix IV.

AAA: Procedural Orders

- » (R-58.a) The arbitrator may ... order appropriate sanctions where a party fails to comply with its obligations under these rules or with an order of an arbitrator.
- » (R-23.d) The arbitrator shall have the authority to issue any orders necessary to enforce the provisions of Rules R-21 and R-22 ... including, without limitation: (d) in the case of willful non-compliance with any order issued by the arbitrator, drawing adverse inferences, excluding evidence and other submissions, and/or making special allocations of costs ...

Resources:

- » American Arbitration Association – Commercial Arbitration Rules and Mediation Procedures
- » International Centre for Dispute Resolution – International Dispute resolution Procedures
- » International Centre for Dispute Resolution – Guide to Drafting International Dispute Resolution Clauses
- » International Chamber of Commerce – ICC Rules of Arbitration
- » International Chamber of Commerce – ICC Commission Report: Controlling Time and Costs in Arbitration

Christopher G. Kelly



Christopher G. Kelly focuses his practice on complex commercial litigation including aviation defense, defense of mass and toxic torts, product liability, class-actions (consumer, labor/employment, data privacy and cybersecurity) and insurance. In addition, Mr. Kelly has an international reputation for pioneering innovative and cost-effective strategies for risk minimization in both litigation and corporate transactions. His clients include domestic airlines, international carriers, food and chemical manufacturers, domestic and foreign insurers, and public and private companies in the professional and consumer services industries. Mr. Kelly has particular experience in representing clients facing potentially catastrophic liabilities; since 1990 he has successfully guided domestic and foreign clients to resolution, through trial, arbitration, negotiation or mediation of dozens of highly publicized claims that in total sought more than \$8 billion in damages. Mr. Kelly is ranked in Chambers USA, where clients noted in particular his ability to "navigate problems large and small effectively."

Read more: <https://www.hklaw.com/christopher-kelly/>

<p>Christopher Kelly Partner 212 513 3264 christopher.Kelly@hklaw.com New York City New York</p>	<p>Practice Product Liability Aviation Litigation and Dispute Resolution Class Action Litigation and Arbitration Aircraft Accident Investigation and Litigation Labor and Employment Class Actions</p>	<p>Education Duke University School of Law, J.D. Haverford College, B.A., with honors</p>	<p>Bar Admission New York</p>
----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------	------------------------------------------

Marisa Y. Marinelli



Marisa Marinelli is a partner in the Litigation Section of Holland & Knight's New York office. Her practice emphasizes litigation and arbitration of international commercial contracts and transactions, issues involving the international sale of goods and insurance coverage disputes. She has also represented clients in matters concerning marine casualties, transportation contracts, environmental claims, the Oil Pollution Act of 1990, CERCLA, and shipping-company workouts.

In addition, Ms. Marinelli routinely handles matters involving the review, drafting, and negotiation of commercial agreements and transactions, including letters of credit, international distribution and marketing agreements, purchase and sale agreements in the energy and raw-materials sectors, and transportation agreements.

Read more: <https://www.hklaw.com/marisa-marinelli/> Read more:
<https://www.hklaw.com/marisa-marinelli/>

Marisa Y. Marinelli Equity Partner 212 513 3239 marisa.marinelli@hklaw.com New York City New York	Practice Energy Litigation and Dispute Resolution Maritime International Litigation and Arbitration Latin America Practice	Education Hofstra University School of Law, J.D. University of Virginia, B.A., Spanish/Anthropology Instituto de Estudios Europeos (Madrid, Spain), Special Studies, Spanish	Bar Admission New York New Jersey
------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------

Bio

Andrew N. Choi



Andrew N. Choi is an attorney in Holland & Knight's New York office and a member of the firm's Litigation Practice Group, focusing in the area of commercial litigation. Mr. Choi also has experience representing multistate nonprofit fraternal organizations in compliance counseling, individual shareholders in arbitrations arising out of corporate acquisitions and parties involved in New York State Article 78 appellate proceedings.

While attending the New York University School of Law, Mr. Choi was a board member of the NYU Mediation Organization, where he trained law students to be volunteer mediators for the New York City Small Claims Court. Mr. Choi also interned at the Brennan Center for Justice, working on voting rights issues in the Democracy Program.

Read more: <https://www.hklaw.com/andrew-choi/>

<p>Andy N. Choi Associate 212 513 3561 andrew.choi@hklaw.com New York City New York</p>	<p>Practice</p> <p>Litigation and Dispute Resolution</p>	<p>Education</p> <p>New York University School of Law, J.D. The Ohio State University, Ph.D., Philosophy Princeton University, B.A., magna cum laude</p>	<p>Bar Admission</p> <p>New York</p>
-------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------

Holland & Knight Offices



