SECURITIES ARBITRATION ALERT 2021-11 (3/25/21)

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DID YOU KNOW?

- **A Reminder Did You Know? Free Investment Treaty Awards are Available Online**

ALERT! NO *ALERT* NEXT WEEK. *It's the end of another calendar quarter, so we will be taking our customary break in publishing the* Securities Arbitration Alert *as the quarter comes to a close. Look for the next edition of the* SAA *in your e-mailbox the week of April 4. In the meantime, follow us @SecArbAlert and sign up for updates on our weekly blog posts. Please stay safe and enjoy the upcoming holidays. Wishing a Joyous Easter to our Christian friends and subscribers, and a very Happy Passover to our Jewish friends and subscribers!*

SQUIBS: IN-DEPTH ANALYSIS

SCOTUS GRANTS *CERT.* ON WHETHER 28 USC SECTION 1782 PROVIDES FOR DISCOVERY IN AID OF PRIVATE, FOREIGN, COMMERCIAL ARBITRATION. ***The Supreme Court has agreed to resolve a major split on whether 28 USC Section 1782 provides for discovery in aid of private, foreign, commercial arbitration or only covers cases administered by governmental arbitration forums.***

First, some review from our past coverage. Under 28 U.S.C. § 1782, a party to a matter pending in a "foreign or international tribunal" can seek an *ex parte* discovery order in aid of arbitration. Specifically: "The district court of the district in which a person resides or is found may order him to give his testimony or statement or to produce a document or other thing for use in a proceeding in a foreign or international tribunal … for use in the foreign proceeding." But does section 1782 cover foreign, *private* arbitration proceedings? The answer is "Yes or No," depending on the Circuit. Here's the split as of today: the Second, Fifth and Seventh Circuits, and two Third Circuit District Courts hold that section 1782 covers *only* governmental arbitration forums. The Fourth and Sixth Circuits extend section 1782's reach to *private* arbitration organizations.

The Split in a Nutshell: Same Arbitration Case Yields Different Results

We covered in SAA 2020-13 (Apr. 8) *Servotronics, Inc. v. The Boeing Co. and Rolls-Royce PLC*, 954 F.3d 209 (4th Cir. Mar. 30, 2020), where, in a case involving a private commercial arbitration being held in England under Chartered Institute of Arbitrators Rules, the Court *upheld* a District Court decision ordering discovery from three Boeing employees residing in South Carolina. A more recent entry in the "no" camp was the Seventh Circuit, which in *Servotronics, Inc. v. Rolls-Royce PLC*, No. 19-1847, 2020 WL 5640466 (Sept. 22, 2020) – a dispute arising out of the *same* arbitration – held that section 1782 does *not* extend to private international commercial arbitration. As described in SAA 2020-37 (Oct. 7), the District Court barred Servotronics from obtaining discovery documents located in Illinois for use in the same private arbitration pending in London, and the Seventh Circuit (*ed: then-Judge Amy Coney Barrett was not on the Panel deciding the case*) affirmed unanimously. Among the Court's rationales was a perceived conflict between section 1782 and the Federal Arbitration Act: "The discovery assistance authorized by § 1782(a) is notably broader than that authorized by the FAA…. If § 1782(a) were construed to permit federal courts to provide discovery assistance in private foreign arbitrations, then litigants in foreign arbitrations would have access to much more expansive discovery than litigants in domestic arbitrations. It's hard to conjure a rationale for giving parties to private foreign arbitrations such broad access to federal-court discovery assistance in the United States while precluding such discovery assistance for litigants in domestic arbitrations. In sum, what the text and context of § 1782(a) strongly suggest is confirmed by the principle of avoiding a collision with another statute: a 'foreign or international tribunal' within the meaning of § 1782(a) is a state-sponsored, public, or quasi-governmental tribunal."

A Split Worthy of Review

Every time we've covered this growing split, our editorial comment queried if SCOTUS would eventually be asked to take up this issue. As we reported in SAA 2020-47 (Dec.

17), Servotronics on **December 7, 2020** Petitioned the Court for *Certiorari* in the Seventh Circuit case, *Servotronics, Inc. v. Rolls-Royce PLC and the Boeing Company*, No. 20-794. The question presented: "Whether the discretion granted to district courts in 28 U.S.C. §1782(a) to render assistance in gathering evidence for use in 'a foreign or international tribunal' encompasses private commercial arbitral tribunals, as the Fourth and Sixth Circuits have held, or excludes such tribunals without expressing an exclusionary intent, as the Second, Fifth, and, in the case below, the Seventh Circuit, have held." The Court on **March 22** granted the *Cert.* Petition without comment (see page 1 of the Order List).
*(ed: *Good! Our past editorial comment was: "We suspect and hope SCOTUS will grant* Cert.*, given the significant Circuit Court split and the frequency with which the issue arises." **This squib was blogged on March 22. ***We will certainly track this one.)*
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AAA'S AMENDED INTERNATIONAL RULES: AN ANALYSIS. ***The American Arbitration Association recently amended its rules governing international arbitrations and mediations. Here is the promised analysis.*** As reported in SAA 2021-09 (Mar. 11) the AAA's International Centre for Dispute Resolution ("ICDR") amended its *International Dispute Resolution Procedures* effective for cases filed on and after **March 1, 2021**, unless the parties otherwise agree. As we said in #09, the changes are many and are not cosmetic. The amendments were announced in a **March 1** Press Release that included an excellent summary. We borrow heavily to offer this succinct analysis.

Why the Changes?
The revised procedures: "are the result of a yearlong review by an ICDR drafting committee comprised of arbitration and mediation practitioners from around the world, and additional ICDR committees, administrative teams, and others. The review was undertaken in response to several factors driving changes to international dispute resolution, including third-party funding, the necessity of videoconferencing in the wake of COVID-19, heightened concerns regarding cybersecurity."

Arbitration Changes
As described in another summary, the arbitration rule amendments: "promote greater efficiency and economy by addressing the early disposition of issues, emphasizing the use of mediation, and expanding the applicability of the expedited procedures. Importantly, the rules also place an increased emphasis on arbitrators' ethical obligations." Key arbitration rule changes:

- reconfirm an arbitrator's obligation to be independent and impartial and to perform the duties of an arbitrator with adherence not only to the ICDR Rules and the terms of the Notice of Appointment provided by the Administrator but also The *Code of Ethics for Arbitrators in Commercial Disputes*;
- promote efficiency and economy by embracing the consideration of early disposition of issues, by presumptive incorporation of mediation, by expressly providing for the use of video, and by raising the ceiling amount for expedited arbitration procedures;
- expand the scope of the rules for consolidation and joinder;

- address third-party funding disclosure obligations and the use of tribunal secretaries – two issues that have recently come to the forefront in international arbitration;
- call for greater transparency by directing that, with party approval, the ICDR publish redacted awards; and
- authorize the tribunal to make a separate award for recovery of the payment, plus interest, in favor of a party paying the deposit of a non-paying party.

Mediation Changes
The *Procedures* are also amended as to mediation. The summary states the changes:
- furnish detailed guidance regarding mediation procedure;
- emphasize party control and involvement together with institutional support for finding and appointing a mediator;
- highlight the parties' and the mediator's need to consider the appropriate cybersecurity, privacy and data protection levels needed for their case; and
- address enforcement of mediated settlements pursuant to the Singapore Convention.

A Key Change
One change of note is in Article 5, which as described in Holland & Knight LLP's **March 5** Blog post, *New 2021 Rules Issued by the International Centre for Dispute Resolution (ICDR)*, "Codifies] the ICDR's practice of having the International Administrative Review Council, which is comprised of current and former ICDR executives, decide arbitrator challenges and other administrative disputes…. The IARC is constituted by at least three current or former ICDR executives or other individuals with significant arbitration experience that the ICDR may determine. The ICDR has published the procedures to be followed when submitting an issue to the IARC in the *Council Overview and Guidelines* that touch upon these topics. Although IARC had already been operating prior to the new Rules, by expressly including it under its Article 5, the ICDR reaffirms its commitment to further transparency of institutional decision-making in international arbitration."
*(ed: *The changes – the first since 2014 – are significant. A detailed section-by-section description starts at page 3 of the 8-page detailed summary. **Kudos to the AAA for providing extensive resource materials.)*
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SHORT BRIEFS: CONCISE NEWS YOU NEED TO KNOW

FINRA DRS POSTS STATS THROUGH FEBRUARY: A DECENT MONTH AFTER A ROUGH START TO THE YEAR. FINRA Dispute Resolution Services ("DRS") posted case statistics through **February** with key metrics starting the year still below 2020's numbers, albeit improved over January. In brief the headlines are: 1) overall arbitration filings through February – 484 cases – are down 18%; 2) customer claims are down 6%; 3) industry disputes are down a 34%, better than last month's 41% decline, but still a stark reversal from last year's 31% increase; and 4) for the sixth month in a row, pending cases declined. Overall arbitration turnaround times were 13.5 months, with hearing cases now taking 15.6. There were just 75 mediation cases in agreement, a 28% decrease. The settlement rate remains high at 81% (it had been 87% in

January). There are now 8,283 DRS arbitrators, 3,915 public and 4,368 non-public. Last, FINRA's "Virtual Arbitration Hearings" category shows that, since FINRA started cancelling in-person hearings almost a year ago, 206 cases were conducted with one or more hearings via Zoom (82 customer and 124 industry cases). There were 213 joint motions for virtual hearings (72 customer and 141 industry cases). As reported in SAA 2021-10 (Mar. 18) DRS on March 16 posted two new stats on its Website that allow users to gauge results in hearings conducted by Zoom: *Awards on the Merits of the Case with One or More Zoom Evidentiary Hearings* and *Awards on the Merits of the Case with In-Person Evidentiary Hearings* are both listed under the category, *Result of Customer Claimant Arbitration Award Cases (Regular Hearing Only*.
*(ed: *Still a rough start to the year, but we again caution readers that just two months do not constitute a trend. **As the chart below shows, the last six months have shown reductions in pending cases, reflecting a 400+ case decline from last year's cumulative high water mark of 5,415 open cases. Our theory remains that, with the resumption of in-person hearings remaining an elusive goal, more parties are coming to embrace the virtues of virtual hearings.)*

Month	Open cases	Change	Cum
Aug 2020	5,415	353	634
Sep 2020	5,392	-23	611
Oct 2020	5,304	-88	523
Nov 2020	5,205	-99	424
Dec 2020	5,138	-67	357
Jan 2021	5,047	-91	266
Feb 2021	4,998	-49	217

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BILLS INTRODUCED IN CONGRESS TO PROTECT COVID-19 WHISTLEBLOWERS WOULD BAN PDAAS. Representative **Jackie Speier** (D-CA) **February 4** introduced the *COVID–19 Whistleblower Protection Act* – H.R. 846 – that would among other things invalidate predispute arbitration agreements ("PDAA") and bar their enforcement. As described in the text, the bill's overall purpose is: "to protect certain whistleblowers seeking to ensure accountability and oversight of the Nation's COVID-19 pandemic response, and for other purposes." As to PDAAs, the bill first provides that rights and remedies: "may not be waived by any public or private agreement, policy, form, or condition of employment, *including by any predispute arbitration agreement*" (emphasis added). After carving out PDAAs in collective bargaining agreements, the bill adds: "no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section." An identical bill -- S. 268 -- was introduced the same day by Senator **Elizabeth Warren** (D-MA).

*(ed: *The non-partisan www.govtrack.us Websites rates the odds of enactment as between 5% and 8%. **Recall that the* Taxpayer First Act of 2020 *(H.R. 3151) – which is now law – in section 1405 bans mandatory arbitration of IRS whistleblower claims. Also,* Dodd-Frank *section 922 amends the* Securities Exchange Act of 1934 *to prohibit use of PDAAs in* Sarbanes-Oxley *whistleblower disputes, and section 748 similarly amends the* Commodity Exchange Act.*)*

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LOOKS LIKE SCOTUS REALLY WON'T TAKE UP WHETHER AAA'S RULES ARE "CLEAR AND UNMISTAKABLE" EVIDENCE OF INTENT TO DELEGATE. We reported in the "Quick Takes" section of SAA 2020-18 (May 13) on *Richardson v. Coverall North America, Inc*., Nos. 18-3393, 18-3399 (3rd Cir. Apr. 28, 2020) (not precedential), *reh'g denied* (June 30, 2020), where the unanimous Court held that: "Rule 7(a) of the AAA Rules states that '[t]he 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' …. That provision 'is about as "clear and unmistakable" as language can get.' *Awuah v. Coverall N. Am., Inc*., 554 F.3d 7, 11 (1st Cir. 2009)." The Court, however, stopped short of a bright-line rule that incorporation of the AAA's Rules always results in delegation. *Certiorari w*as sought in **November 2020**, with the Petition identifying these questions: "Whether incorporation by reference of a separate set of arbitration rules constitutes clear and unmistakable evidence of intent to delegate the threshold question of arbitrability to an arbitrator in a case involving an unsophisticated party presented with an adhesive agreement; 2. Whether state or federal law should govern the determination as to whether an arbitration agreement clearly and unmistakably delegated the threshold question of arbitrability to an arbitrator." SCOTUS on **March 22** denied *Cert.*

*(ed: *Seems to us the Court may be satisfied with the appellate court decisions upholding delegation via the AAA's Rules. **The case is No. 20-763 on page 2 of March 22 Order List.)*

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AWARD CONFIRMED WHERE PARTY UNILATERALLY DECLINED TO ATTEND ARBITRATION HEARING. Federal Arbitration Act ("FAA") sec. 10(a)(3) provides than an award can be vacated where the arbitrator: "is guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown…." The operative phrase is "sufficient cause" as demonstrated by *Bartlitt Beck, LLP v. Okada*, No. 19-cv-08508 (N.D. Ill. Mar. 12, 2021). The underlying conflict was whether Bartlitt Beck was owed a $50 million "success bonus" per the terms of the engagement agreement, which contained an arbitration clause. Days before the arbitration was to start, Respondent advised the Panel: "that he refused to attend because the engagement agreement was 'invalid and therefore unenforceable." He also claimed he was too ill to travel to the hearing. The Arbitrators proceeded with the hearings *ex parte,* and ultimately awarded the full amount sought by the firm. District Court Judge **John Kness** rejects the Respondent's challenge to award confirmation: "In the end, Respondent took a chance

when he chose not to participate in an arbitral process to which he had agreed. That gambit failed; and the Court believes that Respondent should be held to live with the consequences of his choice. Put more precisely, because Respondent voluntarily walked away from the arbitration, he was not deprived of a fundamentally fair hearing when the Panel then resolved the case without Respondent's input."
*(ed: *We agree; not showing up at an arbitration hearing is a risky strategy. **The Court also rejected Defendant's assertion that the Panel denied him a fair hearing in violation of the* UN Convention on the Recognition and Enforcement of Foreign Awards.*)*
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READ FAA SECTION 4: DISTRICT COURT CAN ONLY COMPEL ARBITRATION WITHIN THE DISTRICT. After finding that the predispute arbitration agreement ("PDAA") in the bank's deposit account agreement was valid, enforceable, and covered the dispute in question, the Court declines to compel arbitration because its authority under Federal Arbitration Act ("FAA") section 4 is limited to ordering arbitration to take place within the district's confines. Section 4 provides that the district court: "upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue … shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement. The hearing and proceedings, under such agreement, *shall be within the district in which the petition for an order directing such arbitration is filed"* (emphasis added). In *Anderjaska v. Bank of America, N.A.*, No. 19 Civ. 3057 (LTS) (GWG) (S.D.N.Y. Mar. 5, 2021), Magistrate Judge **Gabriel Gorenstein** stays the underlying litigation but concludes that an Order compelling arbitration is not possible under the FAA: "This is because section 4 of the FAA provides a court with the authority to compel arbitration only 'within the district in which the petition for an order directing such arbitration is filed,' and the agreements at issue here require that arbitration take place in plaintiffs' home states (which are outside New York) or where the parties consent…. As a result, we can only stay this case to allow the arbitration mandated by the agreements to occur."
*(ed: *This aspect of PDAA enforcement under FAA section 4 is often overlooked. **An* Alert *h/t to Editorial Board member Peter R. Boutin, Esq., of Keesal, Young & Logan, for alerting us to this decision.)*
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BASEBALL STRIKES OUT ON ENFORCING PDAA ON BACK OF TICKET STUB. Baseball season is upon us and eventually fans will be returning to major league ballparks, even if in limited numbers. And although stadiums now have netting to protect fans, accidents can happen. The question presented in *Zuniga v. Major League Baseball*, 2021 IL App (1st) 201264 (Mar. 16, 2021), was whether a fan injured by a wayward foul ball could sue major league baseball and the Chicago Cubs for her injuries or was bound by the predispute arbitration agreement ("PDAA") in the small print terms and conditions on the back of the ticket stub. "Step up to the plate and swing away on your lawsuit in court," says a unanimous Illinois Court of Appeals. The ticket's front said admission was subject to the terms and conditions on the back. The Court adds: "The fifth paragraph, in

regular type, stated, 'Any dispute/controversy/claim arising out of/relating to this license/these terms shall be resolved by binding arbitration, solely on an individual basis, in Chicago, Illinois. Holder and Cubs agree not to seek class arbitration or class claims and the arbitrator(s) may not consolidate more than one person's claims."' The full terms and multi-paragraph PDAA – with a seven-days-from-the-event opt out – were available on the team's Website, which the Plaintiff never visited. In affirming the Trial Court's denial of the Defendants' Motion to compel arbitration, Court holds the PDAA both procedurally and substantively unconscionable.
(ed: This event took place in 2018. Today, many admissions are done using smartphone apps which have clickable terms of service. We wonder if the outcome would have been different under such circumstances?)
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DISTINGUISHING SCOTUS'S HOLDING IN *KINDRED*, SOUTH CAROLINA SUPREME COURT FINDS POAS DID NOT EMPOWER HOLDER TO ENTER INTO ARBITRATION AGREEMENT. The facts in *Arrendondo v. SNH SE Ashley River Tenant, LLC*, Op. No. 28011 (S.C. Mar. 10, 2021), are relatively simple. Arrendondo held a General Durable Power of Attorney ("GDPOA") and a Health Care Power of Attorney ("HCPOA") when she signed the papers necessary to admit her father to a nursing home. The documents she signed at admission did not contain a predispute arbitration agreement ("PDAA"), nor was arbitration discussed. Later that day a different rep contacted Arrendondo and told her she: "needed to sign additional documents related to [her] father's admission to the facility" (brackets in original), which she did. Among this second group of documents was the PDAA, which: "requires arbitration of all claims involving potential damages exceeding $25,000 … bars either party from appealing the arbitrators' decision, prohibits an award of punitive damages, limits discovery, and provides Respondents the unilateral right to amend the agreement." The first issue in the case was Arrendondo's authority to agree to arbitrate, relative to the wrongful death action Arrendondo brought after her father's demise. "No," says a unanimous South Carolina Supreme Court, "… neither power of attorney gave Arredondo the authority to execute the arbitration agreement." The Court distinguished its holding with the SCOTUS decision in *Kindred Nursing Centers Ltd. Partnership v. Clark*, 137 S. Ct. 1421 (2017): "we emphasize our analysis does not turn upon the presence or absence of an explicit reference to arbitration or arbitration agreements in the powers of attorney." In a lengthy analysis, the Court finds that both Powers were narrow and that, "under the facts of this case, neither the GDPOA nor the HCPOA granted Arredondo authority to execute the arbitration agreement." The Court did not address Arrendondo's unconscionability assertions because they were mooted by the first holdings.
*(ed: *Justice Few wrote a separate concurring opinion. **Despite the strenuous effort to distinguish this case from* Kindred*, the two cases sure seem to us to be very similar.)*
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QUICK TAKES: CASES AND AWARDS WORTH READING

***Swiger v. Rosette*, No. 19-2470 (E.D. Mich. Mar. 4, 2021)**: "Plaintiff Nicole Swiger and defendant Kenneth Rees disagree on whether they must arbitrate their dispute over an

allegedly predatory loan. Because Swiger's arbitration agreement includes an unchallenged provision delegating that question to an arbitrator, the district court exceeded its authority when it undertook that task and found the agreement unenforceable …. We follow suit and find that whether Rees can enforce the arbitration agreement against Swiger presents a question of arbitrability that Swiger's arbitration agreement delegated to an arbitrator. Notably, today's opinion addresses only *who* resolves Swiger's challenges to her arbitration agreement" (emphasis added).

***Ohanian v. Apple, Inc*., No. 20 Civ. 5162 (S.D.N.Y. Mar. 9, 2021)**: "… there is an issue of fact as to whether Ohanian actually received the Form [containing the PDAA]. Plaintiff attests that at the time of his purchase, he received only a receipt and did not receive the Form or any information indicating that he was accepting or agreeing to the T&Cs. Contrary to TMobile's contentions, Ohanian's 'unequivocal denial' that he did not agree to arbitrate is supported by 'some evidence,' sufficient to warrant a trial under 9 U.S.C. § 4.... T-Mobile argues that Ohanian's affidavit is insufficient to raise a triable issue of fact because it is self-serving and his statement that his receipt did not refer to the T&C's is contradicted by the record. These arguments are unpersuasive."

***New York Life v. Adly*, FINRA ID No. 20-03273 (Boca Raton, FL, Feb. 26, 2021)**: In this raiding case, an Arbitrator finds that a non-appearing broker improperly solicited and recruited four of Claimant broker-dealers' employees in violation of the terms of the Partner's Employment Agreement and awarded the broker-dealers liquidated damages. (*ed: Provided courtesy of SAC's ARBchek facility, www.arbchek.com*.)
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ARTICLES OF INTEREST: RECENT NEWS FROM THE ADR FRONT

Horton, David, *All Alone in Arbitration*, Florida Law Review Forum, Vol. 73, forthcoming (March 15, 2021): "To put it mildly, the relationship between the Federal Arbitration Act (FAA) and class actions is controversial. Since 2010, the U.S. Supreme Court has decided a rash of cases that make it impossible for the millions of consumers and employees who are subject to forced arbitration clauses to aggregate claims. Opinions like *AT&T Mobility LLC v. Concepcion* have made class arbitration waivers bulletproof. Likewise, in *Lamps Plus, Inc. v. Varela*, the Court prohibited judges and arbitrators from interpreting an arbitration provision that does not expressly authorize class arbitration to permit such proceedings. Dozens of policymakers, lower courts, journalists, interest groups, and academics have objected that placing the onus on individuals to arbitrate their own small-dollar com-plaints functions as a '[g]et out of jail free' card' for corporate liability. Nevertheless, Hila Keren's *Divided and Conquered: The Neoliberal Roots and Emotional Consequences of the Arbitration Revolution* manages to say something new about the 'arbitration revolution.' This invited response to her article has two goals. First, I discuss why I admire her piece while also flagging one constructive criticism. Second, I use her analysis as the springboard to discuss the budding phenomenon of mass arbitration."

Non-signatory May Not Arbitrate Privacy Claims, **Buckley LLP InfoBytes Blog (Mar. 12, 2021)**: "On March 9, the U.S. District Court for the Southern District of New York denied a global technology company's motion to compel arbitration in a putative consumer privacy class action, ruling that the technology company is not party to a co-defendant telecommunications company's terms and conditions, which require consumer disputes to be arbitrated."

Who's to Blame? Ex-Merrill Brokers Win Expungement of Structured Notes Complaint, **AdvisorHub (Mar. 15, 2021)**: "Two former Merrill Lynch brokers won expungement of a customer complaint over unsuitable sales of structured products in a case that focused on the degree to which brokers should bear responsibility for the sins of their firm, according to a Financial Industry Regulatory Authority arbitration award."

Part I: How Workplace ADR Will Evolve Under the Biden Administration**, CPR Blog (Mar. 18, 2021)**: "Anna Hershenberg, [CPR] Vice President of Programs and Public Policy & Corporate Counsel, welcomed an online audience of nearly 200 attendees for the CPR Institute's webinar 'What Labor and Employment ADR Will Look Like Under a Biden Administration?' The Feb. 24 webinar was presented jointly by CPR's Employment Disputes Committee and its Government & ADR Task Force. This is the first of two CPR Speaks installments with highlights from the discussion."

Prehearing Issues Raised by Virtual Hearings of FINRA Arbitrations**, JDSupra (Mar. 18, 2021)**: "The Financial Industry Regulatory Authority (FINRA) has made significant changes to the arbitration process in response to the COVID-19 pandemic. On March 25, 2020, FINRA initially postponed all in-person arbitrations scheduled through May 31, 2020. Subsequent announcements have extended these adjournments through April 30, 2021, unless all parties and arbitrators agree to proceed via an in-person hearing. FINRA has indicated that it is reviewing whether or not to resume in-person hearings on a location-by-location basis and will do so 'when public health conditions would permit[].'"

The Next Arbitration Matter: Supreme Court Agrees to Decide Extent of Foreign Tribunal Evidence Powers**, CPR Blog (Mar. 22, 2021)**: "The U.S. Supreme Court today granted review in *Servotronics Inc. v. Rolls-Royce PLC, et al*., No. 20-794, and will be the next arbitration case on the Court's docket. It will likely be heard in the term beginning in October. The case highlights law that had long appeared settled on whether foreign tribunals seeking discovery in the United States includes private arbitration panels." (*ed: see our coverage elsewhere in this* Alert.)
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DID YOU KNOW?

A REMINDER DID YOU KNOW? FREE INVESTMENT TREATY AWARDS ARE AVAILABLE ONLINE. With SCOTUS having just granted *Certiorari* in a case involving international arbitration (*ed: see coverage elsewhere in this* Alert), we thought it was a good time to remind readers that the Investment Treaty Arbitration Website

publishes arbitration Awards and other case documents that, as the name implies, arise from various investment treaties calling for arbitration. This free service has a searchable database that not only has Awards from around the globe, but also contains related court decisions and other documents, and a list of investment treaties. Here, for example, is the record of a case we covered in the *Alert* in 2020. The Webpage also publishes a free monthly newsletter. Signups are available for both Awards and the newsletter. *(ed: the Website is hosted by the University of Victoria (Canada) Law School.)*
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