SECURITIES ARBITRATION ALERT 2021-12 (4/8/21)

George H. Friedman, Editor-in-Chief

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- ***Edward Jones Settles Racial Discrimination Lawsuit for $34M*, Business Journal (Mar. 25, 2021)**
- ***McFerran Dissent Portends a Change in NLRB's View of Confidentiality Provisions in Arbitration Agreements*, Seyfarth Shaw Blog (Mar. 26, 2021)**
- ***Campaign Against Mandatory Arbitration of Sexual Harassment Gets Pledges from 391 Firms*, FinancialPlanning (Mar. 29, 2021):**
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DID YOU KNOW?

- **AAA Has a Webpage on In-Person Hearings Status**

WE ARE BACK: SO MUCH HAPPENING! *We are back after a quarterly break, and the news, court decisions and Awards have been piling up in our absence. While we were away, we blogged about the latest FINRA Dispute Resolution Services stats, showing somewhat more robust case filings in February and a continued decline in the COVID-related pending cases backlog. We were also busy working on our next feature article, which will cover the Circuit Court split over whether the Federal Arbitration Act section 1 exemption requires that transportation workers be engaged in moving goods or people in interstate commerce or whether being part of the flow or stream of commerce is sufficient. Look for it soon. We kick off this quarter with news that the Government Accountability Office has released a Report on how mandatory arbitration agreements*

impact servicemembers' rights in the consumer and employment areas. We also report that, for the fourth time in recent weeks, a United States District Court holds preempted by the FAA a State's law – this one from New Jersey – banning predispute arbitration agreements covering sexual harassment and discrimination claims. And we have our usual collection of Short Briefs, Quick Takes, and Articles of Interest. In other words, a jam-packed new issue of the Alert*!*

SQUIBS: IN-DEPTH ANALYSIS

GAO REPORT SAYS ARBITRATION HAS IMPACTED SERVICEMEMBER RIGHTS, BUT TO WHAT EXTENT IS UNCLEAR. ***The Government Accountability Office ("GAO") has released a Report concluding that the presence of predispute arbitration agreements ("PDAA") has definitely impacted servicemembers in consumer and employment matters, but to what extent is not known at this time.*** The 29-page GAO-21-221, *Servicemember Rights: Mandatory Arbitration Clauses Have Affected Some Employment and Consumer Claims but the Extent of Their Effects is Unknown* (Feb. 2021), was authorized by a provision in the *National Defense Authorization Act for Fiscal Year 2020* because of concerns that PDAAs "may not afford servicemembers certain employment and consumer rights." Specifically, the GAO was to study the impact of mandatory arbitration agreements on servicemembers' ability to pursue claims under the *Uniformed Services Employment and Reemployment Rights Act* ("USERRA"*)* and the *Servicemembers Civil Relief Act* ("SCRA").

Limited Scope and Limited Results

The Report examined (*ed: repeated essentially* verbatim): 1) the effect mandatory arbitration has on servicemembers' ability to file claims and obtain relief for violations of USERRA and SCRA; and 2) the extent to which data are available to determine the prevalence of mandatory arbitration clauses and their effect on servicemember claims. Alas, the answers are a somewhat inconclusive: "some and not much."

Effect of Mandatory PDAAs on Servicemembers' Ability to File Claims and Obtain Relief for USERRA and SCRA Violations

After noting that several federal courts have upheld the validity of PDAAs involving both statutes, the Report's summary adds: "Although we reviewed federal court cases that upheld the enforceability of these clauses, Department of Justice (DOJ) officials said mandatory arbitration clauses have not prevented DOJ from initiating lawsuits against employers and other businesses under USERRA or SCRA. However, DOJ officials noted that these clauses could affect their ability to pursue USERRA claims against private employers on behalf of servicemembers. Servicemembers may also seek administrative assistance from federal agencies, and mandatory arbitration clauses have not prevented agencies from providing this assistance. For example, officials from DOJ, as well as the Departments of Defense (DOD) and Labor (DOL), told us they can often informally resolve claims for servicemembers by explaining servicemember rights to employers and businesses."

Data Availability on PDAA Prevalence and Impacts
On the second prong, the summary concludes: "Data needed to determine the prevalence of mandatory arbitration clauses and their effect on the outcomes of servicemembers' employment and consumer claims under USERRA and SCRA are insufficient or do not exist." Why not? Says the GAO: "Officials from DOD, DOL, and DOJ told us their data systems are not set up to track these clauses. Further, no data exist for claims settled without litigation or abandoned by servicemembers. Finally, data on arbitrations are limited because they are often private proceedings that the parties involved agree to keep confidential."

FINRA was Involved
FINRA was listed as one of the cooperating agencies, and is referenced in the discussion of arbitration confidentiality and privacy: "… some arbitration administrators may be required to report general data and information about the arbitrations they administer. In addition, the Financial Industry Regulatory Authority (FINRA), a self-regulatory organization responsible for regulating securities firms doing business in the United States that also administers arbitrations related to securities, publishes information about arbitrations that result in awards. This may include an explanation of the rationale for the awards and the general reasons for the arbitrators' decision" (footnotes omitted).

A Blast from the Past?
We reported in SAA 2017-21 (May 31) on *Ziober v. BLB Resources, Inc*., 839 F.3d 814 (2016), *Cert. denied* 137 S.Ct. 2274 (2017), where the Supreme Court let stand decisions by the Fifth, Sixth, and Eleventh Circuits concluding that neither the USERRA's express language nor its legislative history evidenced Congressional intent to preclude enforcement of the PDAA in a returning serviceperson's employment agreement. The Court also observed that the USERRA was passed in 1994, well after several SCOTUS cases supporting the Federal Arbitration Act, ("FAA") including *Gilmer v. Interstate/Johnson Lane Corp*., 500 U.S. 20 (1991). In other words, if these SCOTUS decisions concerned Congress, it could have done something about it. And we reported in SAAs 2019-21(May 29) & -20 (May 22), that Rep. **David N. Cicilline** (D-RI) in **May 2019** introduced H.R. 2750, the purpose of which was to "amend title 9 of the United States Code to prohibit predispute arbitration agreements that force arbitration of certain disputes arising from claims of servicemembers and veterans." The proposed *Justice for Servicemembers Act*, which died in the last Congress, would have amended the FAA to add a Chapter 4 providing that "no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to a dispute relating to disputes arising under chapter 43 of title 38 [the *Uniformed Services Employment and Reemployment Rights Act of 1994*] or the *Servicemembers Civil Relief Act.*" Class action waivers were also to be banned.
*(ed: *Where this Report will lead is anyone's guess. In our view, there's no clarion call for action. **The April 5 Ballard Spahr LLP Blog has an analysis of the Report.)*
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DISTRICT COURT HOLDS THAT FAA PREEMPTS NJ LAW BANNING PDAAS COVERING SEXUAL HARASSMENT AND DISCRIMINATION. ***For the fourth time in recent weeks, a United States District Court holds preempted by the FAA a State's law – this one from New Jersey – banning predispute arbitration agreements ("PDAA") covering sexual harassment and discrimination claims.*** State laws prohibiting mandatory PDAAs covering discrimination and sexual harassment claims are on a losing streak in the federal District Courts. Readers may recall that New York's arbitration statute, Article 75 of the Civil Practice Law and Rules, was amended in **2018** to add a new section 7515, rendering null and void mandatory PDAAs covering sexual harassment disputes (see SAA 2018-39 (Oct. 17) for our coverage). As we later reported in SAA 2019-25 (Jun. 26), the law was again amended effective **October 2019** to expand section 7515's PDAA ban to embrace *any* "discrimination in violation of laws prohibiting discrimination…." We later reported in SAA 2021-08 (Mar. 4) on *Gilbert v. Indeed*, No. 20-3826, 2021 WL 169111 (S.D.N.Y. Jan. 19, 2021), where the Southern District for the third time held that the Federal Arbitration Act ("FAA") preempts section 7515. Now it's New Jersey's turn.

New Jersey's Law

We reported in SAA 2019-07 (Feb. 13) that the New Jersey Legislature in **January 2019** passed by overwhelming bipartisan votes and sent to the Governor S121 and A1242, which prohibit confidentiality agreements resulting from settlement of sexual harassment and discrimination claims. We later reported in SAA 2019-12 (Mar. 20) that in **March,** New Jersey Governor **Phil Murphy** signed the bills into law. At the time, we said that the new statute "appeared" to also bar PDAAs because section 1(a) – codified later as N.J. Stat. § 10:5-12.7 – provides: "A provision in any employment contract that waives any substantive *or procedural* right or remedy relating to a claim of discrimination, retaliation, or harassment shall be deemed against public policy and unenforceable" (emphasis added). And section 1(b) adds: "No right or remedy under the 'Law Against Discrimination,' 12 P.L.1945, c.169 (C.10:5-1 *et seq*.) or any other statute or case law shall be prospectively waived." Also, the Statement accompanying the Senate Bill's introduction in **March 2018** referenced arbitration. The law took effect immediately and applied to "all contracts and agreements entered into, renewed, modified, or amended on or after the effective date."

Once Again, Preemption

On the heels of the New York cases comes *New Jersey Civil Institute and Chamber of Commerce of the United States of America v. Grewal*, No. 19-17518 (D. N.J. Mar. 25, 2021), where District Judge **Anne Thompson** holds in an unpublished decision that the FAA preempts the law, even though it does not expressly bar PDAAs. After disposing of standing and ripeness issues, the Court focuses on preemption: "Like the rule at issue in *Kindred Nursing*, Section 12.7 does not mention arbitration by name. However, Section 12.7 prohibits the waiver of 'any substantive or procedural right or remedy,' N.J. Stat. Ann § 10:5-12.7, which, according to the NJLAD, encompasses 'the right to file a complaint in the Superior Court to be heard before a jury,' §§ 10:5-13(a)(1)-(2). Because the waiver of the right to go to court and receive a jury trial is the 'primary

characteristic,' or 'defining trait' of arbitration agreements, Section 12.7, in effect, 'singles out arbitration agreements for disfavored treatment.' *See Kindred Nursing*, 137 S. Ct. at 1425-26. In short, Section 12.7 contravenes the FAA for the same reason the preempted rule in *Kindred Nursing* did: it subjects arbitration agreements to 'uncommon barriers' and fails to put them 'on an equal plane with other contracts.'" The Court also granted plaintiffs' motion to permanently enjoin the State from enforcing the statute's PDAA bar.
*(ed: *When we first reported on this law, we said; "we think this law is a clear Federal Arbitration Act preemption candidate if it is applied to bar arbitration agreements." **For an excellent analysis, see the March 29 Seyfarth Shaw Blog post,* Preempted! New Jersey Courts Hold Ban on Pre-Dispute Arbitration of Employment Claims Preempted by Federal Arbitration Act. ****See to the same effect*, Janco v. Bay Ridge Auto. Mgmt. Corp., *No. MON-L-1967-20 (N.J. Super. Ct. Law. Div. Jan. 22, 2021).)*
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SHORT BRIEFS: CONCISE NEWS YOU NEED TO KNOW

FINRA DRS POSTPONES IN-PERSON HEARINGS THROUGH JULY 2. FINRA's Office of Dispute Resolution Services ("DRS") has again administratively postponed all in-person arbitration and mediation hearings. The **April 2** announcement now delays hearings through **July 2**; the previous date was **June 4,** and not that long ago, **April 30**. As was the case before, the DRS Website notice adds: "Please note that postponing a hearing will not affect other case deadlines. All case deadlines will continue to apply and must be timely met unless the parties jointly agree otherwise." The updated announcement offers fee waivers for stipulated postponement of hearings set through **September 30, 2021.** Why the latest date pushback? Says DRS: "Currently, none of the 69 hearing locations demonstrate public health conditions that are consistent with CDC guidance for activities such as in-person hearings." What if participants want to hold an in-person hearing, nonetheless? Says DRS: "Note that if all parties and arbitrators agree to proceed in-person based on their own assessment of public health conditions, the case may proceed provided that the in-person hearing participants comply with all applicable state and local orders related to the COVID-19 pandemic."
(ed: With the vaccine rollout moving ahead, the President stating that most adults will have the opportunity to be inoculated by the end of May, and some states lifting COVID-19 restrictions, we suspect in-person hearing resumption at least in some locations will come this summer.)
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SECOND CIRCUIT: "MANIFEST DISREGARD" LIVES BUT IS REALLY HARD TO PROVE. We like cases like *HDI Global SE v. Phillips 66 Co*., No. 20-1743-cv (2d Cir. Mar. 24, 2021) (summary order), because they can be summed up nicely by liberally quoting the Opinion. The issues? "A litigant seeking to vacate an arbitration award based on alleged manifest disregard of the law bears a heavy burden, as awards are vacated on grounds of manifest disregard only in those exceedingly rare instances where some egregious impropriety on the part of the arbitrator is apparent. This Court will uphold an arbitration award if the arbitrator's decision has 'a barely colorable

justification.' See *Telenor Mobile Commc'ns AS v. Storm LLC*, 584 F.3d 396, 407 (2d Cir. 2009) (internal quotation marks omitted)." What constitutes "manifest disregard"? An arbitration award manifestly disregards the parties' agreement: "if it 'ignor[es] the clear meaning of contract terms.' *Yusuf Ahmed Alghanim & Sons, W.L.L. v. Toys "R" Us, Inc.*, 126 F.3d 15, 25 (2d Cir. 1997). An arbitration award manifestly disregards the law if '(1) the arbitrators knew of a governing legal principle yet refused to apply it or ignored it altogether, and (2) the law ignored by the arbitrators was well defined, explicit, and clearly applicable to the case.' *Porzig v. Dresdner, Kleinwort, Benson, N. Am. LLC*, 497 F.3d 133, 139 (2d Cir. 2007) (internal quotation marks omitted). On appeal, HDI argues that the arbitration award manifestly disregards the Policy because it applies the End Use Exception to the Pollution Exclusion even when Tosco lacks evidence of an end use." And the holding? "HDI's issue appears to be with the arbitration panel's definition of an end use in its June 11, 2013 order as 'the full range of end uses of the completed product (M[t]BE treated gasoline), . . . includ[ing] the full range of functions that arise out of those end uses.' App'x at 184. HDI argued to the arbitration panel, as it does here, that this definition of an end use arguably encompasses all liability covered by the Pollution Exclusion. In response, the arbitration panel emphasized that the end use requirement was only one of three requirements necessary for the End Use Exception to apply. Even if we disagreed with the arbitration panel's reading of the Policy, that would be insufficient to vacate the award. See *Alghanim & Sons*, 126 F.3d at 25 ('We will not overturn the arbitrator's award merely because we do not concur with the arbitrator's reading of the agreement')."
(ed: Summing up: in this Circuit, manifest disregard may still be available as a basis for challenging an award, but it's very hard to prove.)
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THIRD CIRCUIT: PDAA IN LAW FIRM RETAINER AGREEMENT MET THE *ATALESE* "CLEAR AND UNAMBIGUOUS WAIVER" STANDARD. *Atalese v. U.S. Legal Services Group L.P.*, 219 N.J. 430 (2014), *Cert. den.* 540 U.S. 938 (2015), tells us that, to be enforced in New Jersey, a predispute arbitration agreement ("PDAA") in a consumer context must contain a clear, unambiguous waiver of the right to a jury trial. Applying that test, the Third Circuit in *Frederick v. Law Office of Fox Kohler & Assocs.*, No. 20-2539 (3rd Cir. Mar. 24, 2021), validates the PDAA in a law firm's retainer agreement. The Court says that the PDAA: "explains that arbitration 'replaces the right to go to court before a judge or jury' and further states that arbitration 'may limit each party's right to discovery and appeal.' Additionally, it states that '[a]ny dispute that cannot be resolved between the parties after 180 days *must* be resolved by binding arbitration' and that the Agreement '*shall* be submitted for binding arbitration … thereby both clarifying that arbitration is the singular way for the parties to resolve their disputes and establishing the rules that will govern the arbitration … (emphases added [by the Court]).) The Agreement's arbitration provision makes 'clear and understandable to the average consumer' that she is waiving her right to bring suit in a judicial forum. *Atalese*, 99 A.3d at 315 " (internal citations omitted; brackets in original).
(ed: Seems right to us.)
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SIFMA TO HOLD ZOOM ARBITRATION ADVOCACY WEBINAR LATER THIS MONTH. The SIFMA Compliance & Legal Society will be hosting a 75-minute Webinar, *Zoom Arbitrations: Effective Virtual Advocacy*. The program description reads: "Join SIFMA and the SIFMA C&L Society on April 13, 2021 from 1:00-2:15pm ET to hear from industry experts on the challenges they have faced and how they have been addressed, including: conducting pre-hearing discovery remotely, direct and cross examination of witnesses while in different locations, interacting with opposing counsel, and engaging effectively with the arbitral panel during a hearing." Serving as faculty are: **Sara Soto**, Bressler Amery & Ross, P.C. (moderator); **Kenneth Crowley**, UBS AG; **Melissa Getler**, J.P. Morgan Chase & Co.; and **Melissa Hegger Shea**, Fidelity Investments. CLE credit is available.
(ed: Registration, which is done via the Webpage, is complimentary for members and regulators and $99 for non-members.)
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ICC'S YOUNG ARBITRATORS FORUM RECRUITING REGIONAL REPS. The ICC's Young Arbitrators Forum ("YAF") announced on **March 26** that is recruiting new Regional Representatives for 2021-2023. The announcement says that the YAF: "is looking for motivated young arbitration and ADR practitioners to join the ICC YAF: a global network of over 10,000 members spread across seven Regional Chapters (Africa, Middle East & Turkey, North Asia, South Asia, Europe & Russia, Latin America and North America). Its mission is to bring together young lawyers and in-house counsel to strengthen ties among younger members of the international arbitration and ADR community and provide networking opportunities." YAF events are coordinated globally by the ICC YAF Global Coordinating Committee in Paris and are: "organized in each region by the ICC YAF Regional Head of Chapter." The organization is recruiting YAF Regional Representatives to serve two-years terms. Applicants should submit a CV (maximum of 2 pages) and a one-page cover letter highlighting (*ed: repeated* verbatim): your motivation to become a YAF representative; your experience with conferences and events (describing your role as speaker, moderator, as organizer, and the type of event); whether you are or have been a member of an organization/association linked to dispute resolution services (Which? Since when? In what capacity?). When applying, please disclose any role/position that you currently hold as Chair, or Vice-chair, or any other leading role in such organization/association, and the timing of the mandate that you are serving; and Whether you are involved in any academic activity: do you lecture or teach? (at University/Law school? Where?), have you been involved in writing articles, revues, reports etc. (which?).
(ed: Applications should be sent by April 16 to the Head of Chapter for the candidate's region listed in the announcement, with a copy to iccyaf@iccwbo.org.)
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QUICK TAKES: CASES AND AWARDS WORTH READING

***Kantz v. AT&T, Inc.*, No. 20-531 (E.D. Pa. Mar. 19, 2021) (memo)**: "We cannot compel arbitration because the General Release, which did not include an agreement to arbitrate,

superseded the MAA [Management Arbitration Agreement].... The agreements are on the same subject matter: the resolution of disputes related to Plaintiff's employment and termination of employment. The MAA was a promise to arbitrate claims arising out of or relating to employment or the termination of employment. The General Release was an agreement that AT&T would pay severance to Kantz in exchange for her releasing, waiving, and extinguishing any claims against AT&T that she may have tried to arbitrate. The agreement to extinguish the right to arbitrate claims displaced any promise to arbitrate them.... Further, the General Release included a collective action waiver, but there was also a collective action waiver in the MAA. Such a waiver was only necessary if the parties intended for the General Release to supersede the MAA." (*ed: An* SAA *h/t to Editorial Board member Peter R. Boutin, Esq., of Keesal, Young & Logan, for alerting us to this decision*.)

***Alvarez v. Altamed Health Services Corp.*, No. B305155M (Calif. Ct. App. 2 Mar. 4, 2021)**: "Altamed contends the parties had a valid arbitration agreement which was not revocable due to procedural or substantive unconscionability or the failure of Altamed's CEO to sign it. We agree, although we do sever one provision. We find the trial court erred in denying the motion to compel arbitration, order Paragraph 5 authorizing review by a second arbitrator severed, and remand the matter to enter an order granting the motion."

***Miller v. Burnette*, FINRA ID No. 20-00402 (Orlando, FL, Mar. 23, 2021)**: An Arbitrator describes in detail why he has decided to deny a customer's claims against Respondent broker-dealer and three registered representatives. Two named registered representatives are granted expungement of this matter from their respective CRD records. (*ed: Provided courtesy of SAC's ARBchek facility, www.arbchek.com*.)
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ARTICLES OF INTEREST: RECENT NEWS FROM THE ADR FRONT

Nava Cuenca, Alejandro, *Debunking the Myths: International Commercial Arbitration and Section 1782(A)*, 46:1 Yale Journal of International Law (Feb. 17, 2021): "U.S.C. § 1782(a) provides for judicial assistance in gathering evidence for use in proceedings in a 'foreign or international tribunal.' In 1999, the Second Circuit's decision in N*ational Broadcasting Co. v. Bear Stearns & Co. (NBC)* was the first opinion by a court of appeals to address section 1782(a) in the context of international commercial arbitration, holding that private arbitrators are not tribunals under the meaning of the statute. For more than two decades, *NBC* has been considered a seminal case, dominating the debate among lower courts concerning the tension between section 1782(a) and private arbitration. In recent years, other courts of appeals have weighed in on the issue, either rejecting or adopting the Second Circuit's rationale. This Note identifies three crucial 'myths' in *NBC* that have been carelessly replicated in other opinions: the myth of state-sponsored tribunals, which holds that section 1782(a) only applies to governmental entities; the myth of efficiency, under which federal court assistance to private arbitrations would nullify the main advantages of arbitration, such as expeditiousness and cost-effectiveness; and the myth of ambiguity, according to which the word 'tribunal' in

section 1782(a) is ill-defined, prompting courts to focus on extra-textual sources to find Congress's intent behind the statute." (*ed: of course, SCOTUS agreed to resolve the split when it granted* Cert. *in* Servotronics Inc. v. Rolls-Royce PLC, et al., *No. 20-794. See SAA 2021-11 (Mar. 25).)*

***Edward Jones Settles Racial Discrimination Lawsuit for $34M*, Business Journal (Mar. 25, 2021)**: Edward Jones has agreed to pay $34 million to settle a 2018 racial discrimination lawsuit on behalf of current and former Black financial advisers. The settlement agreement includes commitments regarding equitable hiring, training, promotional practices and policies to better support financial advisers of color. 'The settlement includes measures Edward Jones is taking to report diversity progress to its leadership team, create a financial advisor council with diverse representation and reduce training cost obligations,' the brokerage said."

***McFerran Dissent Portends a Change in NLRB's View of Confidentiality Provisions in Arbitration Agreements*, Seyfarth Shaw Blog (Mar. 26, 2021)**: "As the National Labor Relations Board transitions from a Republican-majority to a Democrat-majority, the Board's sole Democrat, Chairman McFerran, continues to provide a window into what the future is likely to look like under a Biden Board. This blog is another in a multi-part series discussing how Chairman McFerran's dissents may become the law once President Biden appoints new Board members and the Democrats are in the majority. Another example of this appears in the Board's March 18, 2021 decision, *Dish Network, LLC*, which considered the enforceability of certain provisions in a mandatory arbitration agreement."

***Sen. Sherrod Brown Wants to Use 'Congressional Review Act' to Overturn Trump-era Financial Rules*, Cleveland.com (Mar. 29, 2021)**: "Now that former President Donald Trump is out of office, U.S. Sen. Sherrod Brown is using his chairmanship of the U.S. Senate committee that oversees the banking system to overturn regulations the Trump administration passed in its waning days that he views as anti-consumer. On Thursday, Brown joined a Democratic colleague on the U.S. Senate Committee on Banking, Housing and Urban Affairs, Maryland Sen. Chris Van Hollen, to introduce legislation to repeal the so-called 'True Lender Rule' Trump's Office of the Comptroller of the Currency finalized in the administration's final months. The pair say the Trump administration rule lets predatory lenders skirt state laws that curb interest rates on loans and allows them to prey on vulnerable consumers."

***Campaign Against Mandatory Arbitration of Sexual Harassment Gets Pledges from 391 Firms*, FinancialPlanning (Mar. 29, 2021**): "At least three wealth managers -- and 388 other publicly traded companies -- have pledged to end an employment practice that critics say is harmful to victims of sexual harassment. The number has soared from just five firms in September 2019, when Rachel Robasciotti of impact investing manager Adasina Social Capital and two collaborators began asking more than 3,500 public companies whether they require arbitration of employees' sexual harassment claims.

Robasciotti and other advocates argue that arbitration enables companies to conceal the claims from investors and the public while protecting serial harassers."

Alternative Dispute Resolution: Well-Suited To Online Proceedings, **Above the Law (Apr. 2, 2021)**: "Overall, alternative dispute resolution has proven well-suited to virtual platforms. [Southeast Regional Director of the Financial Industry Regulatory Authority's Office of Dispute Resolution Manly] Ray reported that for securities disputes, both mediations and arbitrations moved online during the pandemic with no detrimental effects."

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DID YOU KNOW?

AAA HAS A WEBPAGE ON IN-PERSON HEARINGS STATUS. Our readers know that FINRA's Office of Dispute Resolution has a Webpage dedicated to the status of in-person hearings. But did you know that the AAA has a *Hearing Facilities Update* page? The current posting says: "AAA-ICDR hearing rooms are currently closed through May 15, 2021; however hearing rooms in certain offices may be available on a case by case basis prior to this date." Those interested in scheduling a hearing are urged to contact their case manager or local AAA-ICDR office by visiting www.adr.org/officelocations. The Webpage also has a link to submit other hearing-related inquiries.
(ed: As reported elsewhere in this Alert *DRS has administratively postponed in-person hearings until July 2, 2021.)*

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Send any messages or inquiries to: George@SecArbAlert.com

Editor's Note & Disclaimer: While we undertake considerable efforts to present information in this publication in a fair and accurate manner, we caution that readers should access referenced material themselves as the best source. Our analyses make liberal use of links, and we offer courtesy copies of materials not on the Internet. Similarly, readers should not rely solely upon our summaries in making legal decisions or consider our commentary to be rendering legal, accounting, or other professional advice or service. If legal advice or other expert assistance is required, the services of a competent professional person should be sought. — *adapted from the Declaration of Principles jointly adopted by a Committee of the American Bar Association and a Committee of Publishers and Associations.*

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