SECURITIES ARBITRATION ALERT 2021-26 (7/15/21)

George H. Friedman, Editor-in-Chief

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DID YOU KNOW?

- **CPR Also Has Model ADR Clauses**

IN MEMORIAM: STUART C. GOLDBERG. *We were profoundly saddened to hear of the passing recently of Stuart C. Goldberg. The University of Detroit School of Law graduate was long-time Senior Counsel with Deutsch & Lipner. Mr. Goldberg's law firm partners, Seth Lipner and Herbert Deutsch, said in a July 12 statement: "Stuart created PIABA. He brought together eight leading practitioners in the then-fledgling securities arbitration field. Stu's vision was to create a bar association of attorneys dedicated to representing investors in arbitration. That vision was realized long ago, and with PIABA entering its fourth decade, the bar association Stu founded is still going strong. Stuart began his legal career in the*

1960s, serving as an attorney at the SEC, as an Assistant US Attorney in the EDNY, as the principal liquidator for the NYSE, as a Professor at NY Law School and the University of Detroit School of Law, and as the dean of the securities arbitration bar. He was our mentor, our partner, and our friend - a giant in his field, with an incredible legacy that is PIABA." We link here to a full bio from the PIABA Website.

SQUIBS: IN-DEPTH ANALYSIS

DÉJÀ VU ALL OVER AGAIN: NINTH CIRCUIT ISSUES ITS DECISION IN *SETTY* – AGAIN. WHAT GIVES? *For the second time in six months, the Ninth Circuit has issued a split decision in* Setty v. Shrinivas Sugandhalaya LLP, *again holding that the equitable estoppel doctrine could not be used in this case by a non-signatory to compel a signatory to arbitrate under the* UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards a*nd the Federal Arbitration Act ("FAA"). *Borrowing heavily from our past coverage, we'll start with the original decision from **January and trace the more recent history. Recall that we reported in SAA 2020-21 (Jun. 3) that the Supreme Court in **June 2020** held unanimously in *GE Energy Power Conversion France SAS v. Outokumpu Stainless USA LLC,* 140 S. Ct. 1637 (Jun. 20, 2020), that the equitable estoppel doctrine can be used by a non-signatory to compel a signatory to arbitrate under the *UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards* and the FAA. The same question had been presented in a **November 2019** Petition for *Certiorari* in *Shrinivas Sugandhalaya LLP v. Setty*, No. 19-623. As reported in SAA 2020-22 (Jun. 10), the Court on **June 8, 2020** summarily granted *Cert.,* vacated the Ninth Circuit's decision declining to compel arbitration in *Setty et al. v. Shrinivas Sugandhalaya*, No. 18-35573 (9th Cir. 2019) (unpublished), and remanded the matter "for further consideration in light of *GE Energy Power*…." (*ed: the case is listed on page 1 of the Order List*).

January 2021: On Remand, Ninth Circuit Stuck to its Guns

As reported in SAA 2021-13 (Apr. 15), on remand, a divided Ninth Circuit in *Setty v. Shrinivas Sugandhalaya LLP*, 986 F.3d 1139 (9th Cir. Jan. 20, 2021), declined to apply equitable estoppel. While at first blush it seemed that the Circuit Court had perhaps thumbed its nose at SCOTUS, upon closer examination it had not. The majority did not quarrel with the High Court's holding that equitable estoppel *could* be applied in an international arbitration; it simply found that the facts here *didn't justify* the doctrine's application. Judge **Carlos T. Bea** authored a lengthy dissent: "The majority holds that, not Indian, but U.S. federal common law governs the issue. I dissent. The Supreme Court and Ninth Circuit have time and again held that whichever background body of state contract law that governs the arbitration agreement also governs equitable estoppel claims to compel arbitration pursued under Chapter 1 of the Federal Arbitration Act ('FAA'), 9 U.S.C. §§ 1 et seq. We should not hold differently here."

Post-January Activity: Ninth Circuit Again Sticks to its Guns

In **February**, Shrinivas Sugandhalaya LLP's petitioned for rehearing *en banc.* On **June 4,** the Court issued this Order: "The opinion filed January 20, 2021, and appearing at 986 F.3d 1139 (9th Cir. 2021), is withdrawn. It may not be cited by or to this court or any

district court of the Ninth Circuit. A new disposition will be filed in due course. Accordingly, appellant Shrinivas Sugandhalaya LLP's petition for rehearing *en banc* is DENIED as moot. Subsequent petitions for rehearing and petitions for rehearing *en banc* may be filed following the filing of a new disposition." "Due course" turned out to be **July 7** when the Court released a new decision in No. 18-35573.

What Changed?
Without doing an extensive page-by-page comparison, we were hard pressed to discern what's changed significantly. The bottom line outcome is the same: "On remand following the Supreme Court's decision in *GE Energy*, we accept that a nonsignatory could compel arbitration in a New York Convention case. We conclude, however, that as a factual matter, the allegations here do not implicate the agreement that contained the arbitration clause -- a prerequisite for compelling arbitration under the equitable estoppel framework." There's also the same 2-1 split, with Judge Bea penning a long dissent with the underlined part added to the end of the operative paragraph quoted above: "We should not hold differently here solely because the arbitration agreement is otherwise governed by the New York Convention." The original majority Opinion (not including the unofficial summary) was 4 pages long; the new one is 5.5 pages. This reflects deletion of a few paragraphs discussing *Letizia v. Prudential Bache Secs., Inc.*, 802 F.2d 1185 (9th Cir. 1986), but the addition of several paragraphs expounding on the equitable estoppel doctrine. The original dissent was 19 pages long; the new one 14.5 pages. Several paragraphs discussing choice-of-law and *Letizia* were dropped.
*(ed: *Constructive suggestion to the Court: some courts describe the changes when an Opinion is withdrawn and replaced. That would have been helpful here. Without consulting PACER, we would not have known about the withdrawn decision. **An* Alert *h/t to Editorial Board member Peter R. Boutin, Esq., of Keesal, Young & Logan, not only for alerting us to this new decision, but also for helping us clear up the mystery of what happened.)*
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DISTRICT COURT FINALLY RULES ON J&J'S REJECTION OF SHAREHOLDER'S ARBITRATION PROPOSAL. ***The issue of shareholder arbitration is in the news again, this time in the form of a long-awaited court decision on Johnson & Johnson's rejection of a shareholder proposal***. Recall that we reported in SAA 2019-07 (Feb. 13) that then-SEC Chairman **Jay Clayton** in **February 2019** issued a formal Public Statement backing a staff decision to issue a "no-action letter" on Johnson & Johnson's decision to omit the shareholder proposal on arbitration. J&J had asked SEC staff for informal guidance "on whether, under Rule 14a-8(i)(2), the company may omit from its proxy statement a shareholder proposal relating to mandatory arbitration of shareholder claims arising under the federal securities laws." We next reported in SAA 2019-13 (Apr. 3) that in **March 2019** a shareholder filed *The Doris Behr 2012 Irrevocable Trust v. Johnson & Johnson, Inc.*, No. 3:2019cv08828 (D. N.J. Mar. 21, 2019), a declaratory judgment action alleging that J&J violated federal law by rejecting the proxy proposal. The main argument? The Federal Arbitration Act ("FAA") and

SCOTUS jurisprudence permit arbitration clause use and the SEC is estopped by *Epic Systems Corp. v. Lewis*, 138 S. Ct. 1612 (2018), from ruling otherwise.

The Other Shoe Drops

We reported in #2019-13 that an injunction was also sought, but denied, and that the case in chief was still pending. That's no longer the status, as the District Court on **June 30** in 2021 WL 2722569 (unpublished) granted J&J's motion to dismiss. The issues before the Court: "The [Trust] seeks a judgment declaring that: (1) Defendant 'violated [S]ection 14(a) ... by excluding the Trust's proposal from its 2019 proxy materials'; (2) Defendant will not violate federal or New Jersey law 'if it amends its bylaws in the manner described in the Trust's proposal'; and (3) 'any New Jersey law that purports to prevent a company from requiring its shareholders to arbitrate their federal securities law claims is preempted by the Federal Arbitration Act ….' In a thoughtful Opinion, **District Judge Michael A. Shipp** considers and rejects each challenge.

Rule 14(a) Claim is Moot

"In moving to dismiss, Defendant argues that Plaintiffs' request is moot because it seeks a declaratory judgment regarding past conduct only…. Despite Plaintiffs' suggestion to the contrary, the [Trust] plainly states that it seeks a declaration regarding past conduct -- that Defendant 'violated [S]ection 14(a) ... by excluding the Trust's proposal from its 2019 proxy materials' …. This request, however, 'is [ ] moot because declaratory relief cannot be obtained for alleged past wrongs, given that "'[t]he remedy is ... by definition prospective in nature'" (citations omitted).

Claims for Prospective Federal and State Law Violations are Not Ripe

"Defendants argue that Plaintiffs' second request for declaratory relief should be dismissed as not ripe because any controversy with respect to a proposal that the Trust *might* submit in connection with future shareholder meetings is entirely hypothetical at this juncture and contingent on future events…. On these facts, the Court agrees that Plaintiffs' request is not ripe because any controversy with respect to a proposal that the Trust might submit in connection with future shareholder meetings is hypothetical at this juncture and contingent on future events, including this Court issuing a declaration that the proposal is legal under both federal and state law" (emphasis in original).

FAA Preemption Assertion Seeks an Impermissible Advisory Opinion

Last, the Court declines to engage the FAA preemption issue: "[Courts] 'may not decide questions that cannot affect the rights of litigants in the case before them or give opinions advising what the law would be upon a hypothetical state of facts' …. That is precisely what Plaintiffs' request in this case: a declaration that 'any New Jersey law that purports to prevent a company from requiring its shareholders to arbitrate their federal securities law claims is preempted by the Federal Arbitration Act' …. Thus, the Court denies Plaintiff's final request because the requested declaratory relief would amount to an advisory opinion" (citations omitted).

*(ed: *Maybe it's our natural skepticism, but we suspect this is not the last we've heard of this issue. **The long delay in getting a final ruling was the result of the parties'*

stipulating to await the Delaware Supreme Court's ruling in Salzberg v. Sciabacucchi, *227 A.3d 102 (Del. 2020). The case was reopened following the March 2020 decision in* Salzberg. *As reported in SAA 2020-12 (Mar. 25), the Delaware Supreme Court in* Salzberg *upheld unanimously use of a corporate charter's forum selection clause mandating that stockholder 1933 Securities Act claims be brought in federal district court.)*

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SHORT BRIEFS: CONCISE NEWS YOU NEED TO KNOW

FINRA BOARD MEETS VIRTUALLY NEXT WEEK: NO AGENDA YET. FINRA's Board of Governors will next meet virtually **July 21 – 22**; thus far, there is no published agenda. The July meeting, however, is typically dedicated to strategizing, so we doubt there will be any dispute resolution-related action items. As usual, we will of course follow up after the meeting results are posted. The schedule for the rest of the year is: **September 23 – 24** and **December 1 – 2.** We imagine these meetings will continue to be virtual until conditions permit them to be held in-person.
(ed: We'll tweet any news as soon as we have it and will cover the topic in the next Alert*.)*

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SIFMA COMPLIANCE & LEGAL'S VIRTUAL FORUM STARTS JULY 20. SIFMA's *2021 Compliance & Legal Annual Seminar* will be taking place virtually **July 20 - 22.** Through the "Virtual Forum" format: "professionals of all levels can access insightful conversations with financial services leaders and regulators, valuable professional development opportunities, and timely and topical discussions from the industry's foremost solution providers." The program brochure boasts more than 20 panels, although we found just a couple of references to dispute resolution: *Virtual mediation, bi-lateral discussions and other tools;* and *Litigation and Arbitration in the Wake of COVID-19: Where Are We Now and Where Are We Heading?* CLE credit is available.
*(ed: *We didn't see DRS staff listed as faculty members, or as part of "Ask FINRA: A Panel of Senior FINRA Officials Respond to Your Questions," but the Website notes the agenda is still being formed. **Registration is $499 for SIFMA members; $699 for non-members; and $149 for industry regulators. Group discounts are available. ***Contact clsociety@sifma.org for any questions.)*

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ICC'S FIRST WOMAN PRESIDENT BEGINS TERM. **Claudia Salomon** became President of the International Chamber of Commerce ("ICC") International Court of Arbitration on **July 1**. According to a recent Press Release: "Ms. Salomon, who takes the reins from former ICC Court President **Alexis Mourre**, was formally elected on 11 June by ICC's supreme governing body, the World Council. Ms. Salomon is supported in her role by the ICC Court, comprising 195 members from 121 countries and including 17 Vice-Presidents which begins its 2021-2024 mandate under Ms. Salomon's leadership today. The new ICC Court includes 68 new members and 12 new Vice-Presidents also

elected during the World Council meeting of 11 June." She is the first woman elected to this post in the ICC's nearly century-long history.
(ed: We wish Ms. Salomon's the best of luck.)
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USE OF CREDIT CARD RATIFIED PDAA IN CUSTOMER AGREEMENT. Where the credit card agreement gave clear notice that use constituted acceptance of the agreement's terms, the Court in *Hartranft v. Encore Capital Group*, No. 3:18-cv-01187-BEN-RBB, 2021 U.S. Dist. LEXIS 113909 (S.D. Cal. June 16, 2021), holds that the predispute arbitration agreement ("PDAA") and class action waiver contained therein are enforceable as to the customer's *Telephone Consumer Protection Act* claims. The agreement stated that it would take effect: "once you use your Card," and added that even if the new card were not used: this Agreement will take effect unless you contact us to cancel your Account within 30 days after we sent you this Agreement." The credit card agreement had a PDAA that said: "You or we may arbitrate any claim, dispute or controversy between you and us arising out of or relating to your Account, a previous related Account, or our relationship. If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in Court or have a jury trial on that claim." Based on this language, the customer's use of the card, and his failure to opt out, District Court Judge **Roger T. Benitez** compels arbitration: "… South Dakota Codified Laws contain a specific provision governing acceptance of credit card agreements, which provides: 'The use of an accepted credit card or the issuance of a credit card agreement and the expiration of thirty days from the date of issuance without written notice from a card holder to cancel the account creates a binding contract between the card holder and the card issuer with reference to any accepted credit card.'" The Court also finds that the PDAA is not unconscionable.
(ed: Compare this decision with Soliman v. Subway Franchisee Advertising Fund Trust, Ltd*., No. 20-946 (2d Cir. Jun. 8, 2021), a case we covered in the "Short Briefs" section of SAA 2021-23 (Jun. 17). There, the Court declined to enforce the PDAA, finding that: "In short, taking the facts together as a whole, we conclude that the terms and conditions in this case were not reasonably conspicuous and, thus, a reasonable consumer would not realize she was agreeing to be bound to such terms and conditions by texting Subway in order to begin receiving promotional offers.")*
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DISTRICT COURT: OTHER THAN ALL THAT, YOUR POSITION MAKES PERFECT SENSE. Chief Judge **Lee H. Rosenthal** Memorandum Opinion in *Sullivan v. Feldman*, No. H-20-2236 (S.D. Tex. Apr. 16, 2021), reminds us of that old saying, "Other than that, Mrs. Lincoln, how was the play?" We'll let Judge Rosenthal's words speak for themselves: "The defendants filed an 'emergency motion' and an amended 'emergency motion,' seeking a swift response. The circumstances they present are neither an emergency, particularly in a court dealing with the impact of a global pandemic, nor a basis for the relief they seek. The defendants ask the court to intervene in ongoing arbitration proceedings by ruling on two issues: whether the parties' arbitration agreement allows for class arbitration; and whether a discovery order requiring production of certain

documents was proper…. The parties' arbitration agreement is one reason this court declines to provide the relief the defendants seek. The agreement delegates to the arbitrator not only the exclusive right to decide issues of 'arbitrability,' but also to resolve 'all disputes and challenges to the formation and enforceability of this arbitration agreement.' …. Beyond this point, the court's previously expressed reluctance to intrude in the middle of an ongoing contract-based arbitration remains. A party's repeated return to court when disappointed by interim arbitration rulings, particularly in arbitration proceedings the party agreed to and before arbitrators it selected, is antithetical to the purpose of arbitration…. There is no emergency giving this case the privilege to jump to the front of the line, leapfrogging over other cases with more acute needs for prompt judicial time and attention. There is no emergency that warrants the relief the defendants seek. The parties picked arbitration. The parties agreed that the arbitration would proceed until the issuance of the final award, which might then be appropriate for judicial review and enforcement. The parties must comply with the choices they made."
*(ed: *Ouch! **We agree with the Court. ***An earlier iteration of this case, reported at* 2020 WL 7129879 (S.D. Tex. Dec. 4, 2020)*, upheld the Arbitrators' decision to conduct hearings by Zoom, even though the arbitration agreement called for hearings in Houston. Why? "The Engagement Letter does not appear to prohibit arbitrators from sitting in Louisiana but virtually appearing in Houston.")*
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QUICK TAKES: CASES AND AWARDS WORTH READING

***Sommerfeld v. Adesta, LLC*, No. 20-2046 (8th Cir. Jun. 24, 2021)**: "It is indisputable that the Purchase Agreement contains arbitration clauses. Vigorously disputed, however, is whether the Settlement Agreement that resolved litigation on certain claims abrogated the arbitration clauses, and/or whether New Adesta's arbitral claims fall within the scope of those clauses.... The underlying issue, indemnification for the NYSTA work, is not a matter that was addressed in the Settlement Agreement, the Nebraska action, or the Illinois action. The Settlement Agreement does not mention, let alone terminate, the Purchase Agreement or its arbitration clauses. Nor does it mention the NYSTA obligations or indemnification…. [T]here is simply no obvious abrogation of the arbitration clauses. Likewise, the Settlement Agreement's merger clause does not render the Purchase Agreement's arbitration clauses inoperable to adjudicate the NYSTA claims."

***Hamrick v. Partsfleet, LLC*, No. 19-13339 (11th Cir. Jun. 22, 2021)**: "This [section 1] 'exemption,' we've said, excludes from the reach of the Federal Arbitration Act employees who are in a class of workers: (1) employed in the transportation industry; and (2) that, in the main, actually engages in interstate commerce. See *Hill v. Rent-A-Center, Inc.*, 398 F.3d 1286, 1290 (11th Cir. 2005). The issue in this case is whether (despite agreeing to arbitrate any dispute with their employer) final-mile delivery drivers -- drivers who make local deliveries of goods and materials that have been shipped from out-of-state to a local warehouse -- are in a 'class of workers engaged in foreign and interstate commerce' and, thus, exempt under the Federal Arbitration Act from having to arbitrate their Fair Labor Standards Act claims. The district court concluded that they

were exempt and refused to compel them to arbitrate their claims under the Federal Arbitration Act. But the district court misapplied *Hill* and wrongly determined that the exemption applied. We reverse the part of the district court's order denying the employer's motion to compel arbitration under the Federal Arbitration Act and remand for the court to determine whether the drivers are in a class of workers employed in the transportation industry and whether the class, in general, is actually engaged in foreign or interstate commerce."

***Blondeau v. Baltierra*, No. SC20282 (Conn. Jul. 13, 2021)**: Among other things, a unanimous Court holds: "In light of these ambiguities, any error that may have been made by the arbitrator in distributing the equity in the marital home did not amount to an 'egregious or patently irrational misperformance of duty'; (internal quotation marks omitted) *Saturn Construction Co. v. Premier Roofing Co*., … 238 Conn. 308; that would permit a court to vacate the arbitration award."

***Fremont v. Wells Fargo Advisors Financial Network, LLC*, FINRA ID No. 20-03792 (Milwaukee, WI, May 20, 2021)**: A majority-public Panel granted Respondent broker-dealer's Pre-Hearing Motion to Dismiss pursuant to FINRA Rule 12206 (Six-year Eligibility Rule). The customer's claims involved the purchase of shares in ImmunoCellular Therapeutics Ltd. *Provided courtesy of SAC's ARBchek facility (www.arbchek.com).*

***Private Capital Management, LLC v. Folz*, FINRA ID No. 20-02583 (Boca Raton, FL, Jun. 11, 2021)**: In this raiding case, a Panel granted Respondent broker's Prehearing Motion to Dismiss without prejudice pursuant to FINRA Rule 13504, as FINRA was not referenced as an alternative dispute resolution option according to the Partnership Agreement issued by Private Capital Management Holdings. The Panel ruled the claims against Respondent broker should be litigated in their entirety in the AAA forum. *Provided courtesy of SAC's ARBchek facility (www.arbchek.com).*
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ARTICLES OF INTEREST: RECENT NEWS FROM THE ADR FRONT

Blankley, Kristen, *FINRA's Dispute Resolution Pandemic Response*, Penn State Law Review, Forthcoming (July 2021): "In March 2020, FINRA began to transition its dispute resolution services to meet the needs of consumers and the securities industry while in the middle of a global pandemic. This paper details the ways in which FINRA was well prepared for the transition, as well as notes some difficulties in providing services in a new way. Ultimately, the paper encourages FINRA to maintain some online services, provide more training for neutrals, and evaluate online services for effectiveness and improvement."

***N.J. Judge Tosses Suit Testing Legality of Shareholder Arbitration*, Reuters (Jul. 6, 2021):** "U.S. District Judge Michael Shipp of Trenton, New Jersey, dismissed a test case against Johnson & Johnson in which Harvard Law School professor emeritus Hal Scott sought to clarify the legality of mandatory shareholder arbitration under state and federal

law. Scott, a longtime shareholder class action critic, brought the test case after unsuccessfully pushing J&J to include a mandatory arbitration proposal in its 2019 proxy materials. Shipp ruled in an unpublished opinion that the case was not ripe because Scott did not resubmit the mandatory arbitration proposal after J&J blocked it in 2019." (*ed: see our coverage elsewhere in this* Alert.)

***Philippines Securities and Exchange Commission Publishes Draft Guidelines on Arbitration of Intra-corporate Disputes for Corporations*, Lexology (Jul. 6, 2021)**: "On 23 June 2021, the Securities and Exchange Commission (SEC) published the Draft Memorandum Circular on Guidelines on Arbitration of Intra-Corporate Disputes for Corporations …. The Draft Guidelines prescribes the procedures and guidelines for the implementation of Section 181 of the Revised Corporation Code (RCC). The SEC is tasked with formulating the rules governing arbitration under Section 181 of the RCC, which provides that an arbitration agreement may be provided in the corporation's articles of incorporation, by-laws or a separate document, and when such agreement is in place, intra-corporate disputes shall be referred to arbitration."

***SEC Charges Company and Two Executives for Misleading COVID-19 Disclosures*, www.sec.gov (Jul. 7, 2021)**: "The Securities and Exchange Commission today announced charges against Parallax Health Sciences Inc. for making misleading statements about its efforts to fight COVID-19…. According to the SEC's complaint filed in the U.S. District Court for the Southern District of New York, Parallax issued a series of press releases in March and April 2020 falsely claiming that its purported COVID-19 screening test would be 'available soon' and that it had medical and personal protective equipment (PPE) for 'immediate sale.' The complaint alleges that Parallax's insolvency prevented it from developing the screening test, and that the company's projections showed that even if the company had the funds, it would take more than a year to develop the test."

***Service Error Lets Venezuelan Mining Co. Beat $188M Award*, Law360 International (Jul. 9, 2021)**: "A Miami federal court reversed its confirmation of a $188 million award against Venezuelan state-owned mining company Ferrominera Orinoco CA over a fatal service error." See *Commodities & Minerals Enterprise Ltd. v. CVG Ferrominera Orinoco C.A.*, No. 1:19-cv-25217-DPG (S.D. Fla. Jul. 8, 2021). *(ed: we will cover this case in a "Quick take" in the next* Alert).

***Finra Arb Panel Orders Pershing to Pay $650K Over Ponzi Scheme*, Financial Advisor IQ (Jul. 12, 2021)**: "A Financial Industry Regulatory Authority arbitration panel has ordered Pershing to pay close to $650,000 to another group of investors who claimed loses that were part of a $7 billion Ponzi scheme involving certificates of deposit from Antigua's Stanford International Bank…. The panel ordered Pershing to pay $436,000 in compensatory damages to Charles Pope, around $124,600 to Dudley Devore IRA and $87,200 to Joyce Cagle, according to a Finra award document published on Thursday. The arbitrators also ordered Pershing to pay $750 in costs and reimbursements as the

non-refundable portion of the Finra dispute resolution filing fee, but denied all other claims for damages and costs, the industry's self-regulator says."
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DID YOU KNOW?

CPR ALSO HAS MODEL ADR CLAUSES. Our readers are aware that the AAA and JAMS offer free model ADR clauses, and that FINRA Rule 2268 governs the content and placement of arbitration agreements, but did you know that CPR does as well? Visitors navigating to https://www.cpradr.org/resource-center/model-clauses/overview are taken to a dedicated page offering links to well-drafted clauses covering: dispute prevention; mediation; arbitration; international; specialty areas; and other ADR processes.
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