Appeal Nos. 16-17623, 17-12163

UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

INVERSIONES Y PROCESADORA TROPICAL INPROTSA, S.A.,
Respondent-Appellant,

v.

DEL MONTE INTERNATIONAL GMBH,
Petitioner-Appellee

Appeal from the U.S. District Court for the Southern District of Florida
No. 1:16-cv-24275-FAM

BRIEF OF AMICUS CURIAE ATLANTA INTERNATIONAL ARBITRATION SOCIETY ("AtlAS") In Support of Appellee and Affirmance

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CERTIFICATE OF INTERESTED PERSONS AND CORPORATE DISCLOSURE STATEMENT

Pursuant to Federal Rule of Appellate Procedure 26.1 and 11th Cir. R. 26.1, *amicus curiae* Atlanta International Arbitration Society ("AtlAS") discloses that it is a Georgia nonprofit corporation, has no parent corporation, and does not issue shares of stock.

On behalf of *amicus curiae*, the undersigned incorporates the Certificate of Interested Persons and Corporate Disclosure Statement included within Petitioner-Appellee's Brief.

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AtlAS website, available at www.arbitrateatlanta.org....................1, 2, 3

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I. <u>Statement of the Identity of the Amicus Curiae, its Interest in the Case, and the Source of its Authority to File</u>

The Atlanta International Arbitration Society ("AtlAS") is a non-profit organization established in 2011. The AtlAS Board of Directors includes representatives of approximately two dozen law firms, law schools, arbitral institutions, and litigation advisory service firms. (*See* AtlAS website, available at www.arbitrateatlanta.org.)

AtlAS represents the international arbitration community in the southeastern United States, working with leaders in government, the State Bar and the judiciary to ensure that state legislation and bar rules are supportive of international arbitration and that parties selecting Georgia as an arbitral seat will find an environment that is conducive to the fair, efficient and cost-effective resolution of cross-border business disputes. AtlAS also educates neutrals, lawyers in private practice, corporate counsel, and law students regarding the substantive law, practice, and culture of international arbitration, as well as civic, business, and government leaders regarding the benefits of a vibrant international arbitration center to Atlanta, the State of Georgia, the southeastern United States, and beyond.[1]

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1 Although AtlAS is focused on Atlanta as a venue for international arbitration, the issue presented here also potentially implicates the standing of other venues in the Eleventh Circuit, most notably Miami, which has emerged as one of the world's leading international arbitration centers. *See* Elizabeth Olson, *Cities Compete to be the Arena for Global Bus. Disputes*, N.Y. TIMES (Sept. 11, 2014). It must be emphasized, however, that AtlAS does not purport to speak on behalf of the Miami

As set forth on its website, AtlAS has adopted the following mission statement:

> To serve the global business community in providing world-class quality and efficient service, in a highly cost-competitive and value-driven environment by:
>
> - promoting the use of international arbitration and the selection of Atlanta as the *situs* for international arbitration proceedings;
> - providing a forum where practitioners, neutrals, corporate counsel and others interested in international arbitration can network and exchange ideas and information (including interaction between external and in-house counsel on improving the efficiency of the process);
> - working to enhance the local legal infrastructure for international arbitration through legislation and judicial education;
> - enhancing the Georgia bar's knowledge of international arbitration;
> - interacting with and supporting local academic programs on international arbitration at area universities, and;
> - promoting and organizing international arbitration conferences in Atlanta.

(AtlAS website, available at https://arbitrateatlanta.org/the-atlanta-international-arbitration-society/.)

international arbitration community, which is represented by the Miami International Arbitration Society, among other organizations. (*See* website of the Miami International Arbitration Society, available at https://www.miamiinternationalarbitration.com.)

AtlAS submits this Brief to address the second appellate issue identified by the Appellant:

> Whether the district court erred by summarily denying a petition to vacate because Appellant did not rely on defenses to a confirmation petition, but rather relied on standards expressed in Chapter 1 of the Federal Arbitration Act [("FAA")]?

(Corrected Principal Brief of Appellant, at 3.) The resolution of this issue implicates several aspects of AtlAS's mission, including in particular, working to enhance and maintain the local legal infrastructure for international arbitration.

The source of AtlAS's authority to file this Brief is an affirmative vote of its Executive Committee, the members of which are identified on the AtlAS website. (*See* https://arbitrateatlanta.org/the-atlanta-international-arbitration-society/board-of-directors/).[2]

II. Statement Affirming the Independence of the Amicus Curiae

No part of this Brief was authored by counsel for the Parties to this proceeding. This Brief was prepared on a *pro bono* basis, and no person, including the Parties or their counsel, funded this Brief, either directly or indirectly.

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[2] The views expressed in this Brief are solely those of individual members of the AtlAS Executive Committee. Neither this Brief nor the decision to file it should be interpreted to reflect the views of the respective organizations with which they are affiliated or of any of the AtlAS member organizations.

III. Argument

The district court correctly decided that the standards to vacate an arbitration award in Chapter One of the FAA do not apply to non-domestic arbitration awards. Instead, as leading commentators agree and as Eleventh Circuit precedent has long established, non-domestic arbitration awards must be tested in vacatur proceedings solely by the international arbitration standards set forth in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (commonly referred to as the "New York Convention").

Article I(1) of the New York Convention invites signatories to apply the terms of the Convention not only to "foreign" awards, but also "arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought." *See* United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958, 21 U.S.T. 2518, Art. I(1). The U.S. legislation implementing the New York Convention—Chapter Two of the FAA—accepted that invitation, providing that the New York Convention applies in the United States not only to foreign awards, but also to awards made in this country, provided they have an international character. Specifically, FAA Section 202 provides that:

> An arbitration agreement or arbitral award arising out of a legal relationship, whether contractual or not, which is considered as commercial … falls under the [New York] Convention. An agreement or award arising out of such a relationship which is entirely between

> citizens of the United States shall be deemed not to fall under the Convention unless that relationship involves property located abroad, envisages performance or enforcement abroad, or has some other reasonable relation with one or more foreign states. For the purpose of this section a corporation is a citizen of the United States if it is incorporated or has its principal place of business in the United States.

9 U.S.C. § 202. Thus, FAA Section 202 effectively creates three classes of awards in the United States: 1) **foreign** awards made on the territory of another country; 2) **purely domestic** awards; and 3) **non-domestic** awards that are neither purely domestic nor foreign. Non-domestic awards are those made in the United States, but that involve one or more non-citizens or foreign property, or involve an underlying agreement which envisions performance outside of the United States. *See Bergesen v. Joseph Muller Corp.,* 710 F.2d 928 (2nd Cir. 1983); *Lander Company, Inc. v. MMP Investments, Inc.,* 107 F.3d 476, 477 (7th Cir.), *cert. denied*, 522 U.S. 811 (1997).

The award at issue in this case is a non-domestic award, and the question is whether the standards for vacatur of this non-domestic award are: (a) the same as the standards for the vacatur of domestic awards (*i.e.*, those set out in 9 U.S.C. § 10, in Chapter One of the FAA); or (b) the same as the standards set out in Article V of the New York Convention for denying recognition and enforcement of foreign awards. This Circuit answered "(b)" in 1998: non-domestic awards can be vacated exclusively by the same New York Convention standards applicable to foreign awards. *See Industrial Risk Insurers v. M.A.N. Gutehoffnungshütte GmbH*, 141 F.3d 1434, 1446 (11th Cir. 1998).

Appellant argues that "*Industrial Risk* is incorrect" and further maintains that "any contention that *Industrial Risk* sets forth the exclusive standards to vacate an award under Chapter 2 of the FAA has been abrogated by a recent United States Supreme Court decision." (*See* Corrected Principal Brief of Appellant, at 7.) Appellant cites here to *BG Group Plc v. Republic of Argentina*, 134 S. Ct. 1198, 1204, 1212-13 (2014). Appellant also observes that: "This Court has recently given footnote acknowledgement of *Industrial Risk*'s conflict with later Supreme Court precedent in *Bamberger Rosenheim, Ltd. v. OA Development, Inc.*, 862 F.3d 1284, 1287 n.2 (11th Cir. 2017) (declining to apply the Chapter 2 defenses to a vacatur petition, while applying Chapter 1 standards)."

Contrary to Appellant's argument, *Industrial Risk* was correctly decided and was not abrogated by the Supreme Court in *BG Group Plc.* Appellant is correct that a footnote in *Bamberger Rosenheim, Ltd. v. OA Development, Inc.* suggests that the panel in that case was inclined not to follow *Industrial Risk*, but that suggestion was mere dicta that cannot be followed by this Court absent an *en banc* ruling overturning *Industrial Risk*.

A. ***Industrial Risk* was Correctly Decided**

The Appellant observes that Article V(1)(e) of the New York Convention provides that a foreign arbitral award may be denied confirmation where it "has been set aside [i.e., vacated] . . . by a competent authority of the country in which, *or*

under the law of which, that award was made." (Corrected Principal Brief of Appellant, at 25.) From this, Appellant argues that:

> [W]here a foreign arbitral award had been rendered in the United States, "provisions of local law" of the United States govern vacatur actions. All signatory countries to the New York Convention, such as the United States, have authority to confirm (or deny confirmation of) a foreign arbitral award arising under the Convention. As previously stated, neither the New York Convention nor Chapter 2 contains procedures or standards for vacatur. But, as noted, Chapter 2 has a residual clause applying provisions of Chapter 1 to the extent there is no conflict with Chapter 2. 9 U.S.C. § 208. The district court made clear errors of law in failing to distinguish between proceedings under Chapter 1 and Chapter 2.

(*Id*. at 25-26) (case citations omitted).

Appellant is correct that the Convention standards do not *directly* apply to the vacatur of awards and that instead such proceedings are governed by domestic arbitration law. It does not follow, however, that the FAA Chapter One grounds constitute the applicable domestic law. Rather, consistent with the Eleventh Circuit's holding in *Industrial Risk,* the Convention grounds for refusing recognition and enforcement of foreign arbitral awards have been incorporated *into* U.S. domestic law as the standards also governing the vacatur of U.S.-made international arbitration (non-domestic) awards. 141 F.3d at 1441.

A number of provisions in FAA Chapter Two logically indicate that the New York Convention standards govern vacatur of non-domestic awards. For example, FAA Section 207 converts the Convention's list of permitted grounds to refuse

recognition to an award "falling under the Convention"—which would include a non-domestic award—into a statutory command to the court ("the court shall confirm the award"). *See* 9 U.S.C. § 207. This precludes any other basis to question the legal effectiveness of the award, including the bases set forth in FAA Section 10. Accordingly, as held by the Eleventh Circuit in *Industrial Risk*, the Convention standards should properly govern both the vacatur and the enforcement of non-domestic arbitration awards.

Furthermore, both Section 207 (in FAA Chapter Two) and Section 9 (in FAA Chapter One) use the term "confirmed" in connection with the court's entry of judgment on an award, which suggests that these provisions should be construed consistently with each other. Section 9 of the FAA requires an award to be confirmed unless it is vacated. Thus, the same standards govern both vacatur and confirmation. If confirmation has the same meaning in Section 9 and Section 207 (and there is no reason to believe that it does not), then the same symmetry between confirmation and vacatur should apply, with the New York Convention grounds being applied to both the vacatur and the confirmation of non-domestic awards. *See* Richard W. Hulbert, *The Case for a Coherent Application of Chapter 2 of the Federal Arbitration Act*, 22 AM. REV. INT'L ARB. 45, 67 (2011).

Furthermore, Congress would not have made non-domestic awards subject to the New York Convention in FAA Section 202 had it intended that domestic vacatur

standards would apply to such awards. "Defining nondomestic awards made in the United States as Convention awards, but then treating those awards as subject to the domestic vacatur standards, takes away virtually everything that is conferred by the initial categorization as a Convention award—and it certainly takes away the most important attribute of a Convention award, being the Convention's international recognition standards." GARY B. BORN, INT'L COMM. ARB. (2nd Ed.), at 2963-64 (2014). Simply stated, why would Congress have subjected non-domestic awards to the New York Convention in FAA Sections 202 and 207 if it intended those awards "to be treated in the same way that they would be if they were not subject to the New York Convention?" *Id*. at 2964.

Indeed, there is a strong argument that by categorizing international arbitration awards made in this country as non-domestic awards under Article I(1) of the New York Convention, the United States *obligated* itself to apply Convention standards to the vacatur of such awards. As noted by one leading commentator, "the easiest reading of the Convention is that where a Contracting State has chosen to categorize an award (by definition, not a foreign award) as nondomestic, it will only deny recognition in accordance with the international standards in Article V [of the Convention], and not based on domestic [vacatur] standards." *Id.* "Although Contracting States are free not to categorize any awards as 'nondomestic,' once they

do so, the better view is that they must grant those awards all of the protections of the Convention." *Id*. at 2965.

The Eleventh Circuit approach in *Industrial Risk* also avoids the illogical situation in which a petition to confirm a non-domestic award is governed by the New York Convention standards, and yet the losing party's cross-petition to vacate the very same award is governed by the FAA Section 10 standards, even though both the petition to enforce and the cross-petition to vacate are filed in the same case. "An intention that inconsistent standards are to be applied to the validity of an award falling under the Convention, by the same court in the same case between the same parties, depending on whether the issue is to confirm the award (at the suit of the winner) or to vacate it (at the suit of the loser), cannot easily (or even plausibly) be imputed to Congress." Hulbert, *The Case for a Coherent Application*, at 83.

Finally, the Eleventh Circuit approach aligns with the strong international trend toward having the bases for vacatur of a domestically rendered international arbitration award mirror the bases under the New York Convention for non-enforcement of a foreign award. For instance, the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration, which has been adopted in whole or in part by eighty countries, unifies the grounds for refusing recognition and enforcement of a foreign award (Article 36) and for vacatur of an award (Article 35), with both sets of grounds essentially

following the New York Convention standards verbatim. *See* UNCITRAL Model Law on International Commercial Arbitration, UNCITRAL, 18th Sess., Annex 1, U.N. Doc. A/40/17 (June 21, 1985), *revised by* Revised Articles of the UNCITRAL Model Law on International Commercial Arbitration, UNCITRAL, 39th Sess., Annex 1, U.N. Doc. A/61/17 (July 7, 2006).

The interpretation of the FAA followed by the Eleventh Circuit in *Industrial Risk* also makes it easier for American parties seeking to persuade a foreign counterparty to agree to arbitrate in the United States. Because vacatur in the Eleventh Circuit is presently governed by the universally familiar New York Convention standards, parties need not fear unpleasant surprises in post-award proceedings. Non-U.S. parties contemplating arbitration in the United States will generally be more comfortable having vacatur governed by the international standards to which they are accustomed, and the international standards are also familiar to most U.S. companies and multinationals involved in international business. *See* Sebastien Perry*, Coke—And Arbitration Are It*, GLOBAL ARB. REV., 2 (May 25, 2012) (noting, in connection with the advantages of arbitrating in the Eleventh Circuit, that it "is the only federal circuit to have interpreted the Federal Arbitration Act to mean that New York Convention awards rendered by tribunals seated in the US can only be set aside on the grounds set down in the Convention"); Andrew J. Tuck, Kristen Bromberek & Jamie George, *Int'l Arb.: The Role of the*

Fed. Courts and Strong Support from the 11th Circuit, FED. LAWYER, 61, 64 (Aug. 2017); Shelby R. Grubbs & Glenn P. Hendrix, *Int'l Comm. Arb., Southern-Style,* TENN. B. J., 20, 21 (Sept. 2012) (noting, as a selling point for "keeping … arbitration close to home" that "[t]he 11th Circuit is the only federal circuit to eliminate domestic arbitration law as a basis for vacating international arbitration awards rendered in the United States"); Stephen L. Wright & Shelby S. Guilbert Jr., *Recent Advances in International Arbitration in Georgia: Winning the Race to the Top*, GA. B. J., 18 (June 2013).

B. The Supreme Court Has Not Abrogated *Industrial Risk*

Appellant argues that in *BG Group Plc v. Republic of Argentina*, 134 S. Ct. 1198 (2014), "the Supreme Court considered not merely *any* defense outside the Convention but the precise Chapter 1 ground that [Appellant] asserted here: that the tribunal has exceeded its authority," namely FAA §10(a)(4). (Reply Brief of Appellant at 20 (emphasis in original).) But while the Supreme Court referenced FAA § 10(a)(4) in its decision (twice, in fact), in both instances, the Court was simply summarizing the arguments of the parties. *See id.* at 1207 ("Argentina sought to vacate the award in part on the ground that the arbitrators lacked jurisdiction. *See* §10(a)(4) (a federal court may vacate an arbitral award 'where the arbitrators exceeded their powers')."), *id.* at 1212 ("But we cannot agree with Argentina that

the arbitrators 'exceeded their powers' in concluding they had jurisdiction. *Ibid.* [citing Brief for Respondent] (quoting 9 U. S. C. §10(a)(4)).").

In *BG Group,* the parties and the courts below all had relied on FAA Chapter One. Neither party raised the issue considered here—whether the FAA Chapter One standards were properly applied. Thus, the Court did not consider the issue, and its decision cannot be considered to have abrogated *Industrial Risk*. *See United States v. L.A. Tucker Truck Lines*, 344 U.S. 33, 38 (1952) (issue in prior decision not argued in briefs or discussed by the court "is not binding precedent on [the] point"). Since *BG Group* is not "a clearly contrary opinion of the Supreme Court," that is "squarely on point," and that "actually abrogate[s] or directly conflict[s] with" the Eleventh Circuit's prior holding, *Industrial Risk* continues to be binding precedent. *United States v. Kaley*, 579 F.3d 1246, 1255 (11th Cir. 2009).

IV. Conclusion

As stated by one of the leading U.S. commentators on the New York Convention, Gary Born: "[A]lthough the issue is unsettled, the better view is that the [New York] Convention requires that Contracting States treat 'nondomestic' awards in the same manner as 'foreign awards' and not to subject those awards to domestic [vacatur] standards. That is the better reading of the language and purposes of the Convention and of the language and purposes of the FAA." BORN, INT'L COMM. ARB., at 2965.

The Atlanta International Arbitration Society, as amicus curiae, respectfully requests that this Court follow its prior precedent in *Industrial Risk* that the standards for vacatur of non-domestic awards (as defined in 9 U.S.C. § 202) are those set out in Article V of the New York Convention.

Dated: January 14, 2019

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CERTIFICATE OF COMPLIANCE

This brief complies with the type-volume limitation of Federal Rules of Appellate Procedure 29(a)(5) and 32(a)(7) because the brief contains 3,250 words, excluding the parts of the brief exempt by Federal Rule of Appellate Procedure 32(f).

This brief complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the type-style requirements of Federal Rule of Appellate Procedure 32(a)(6) because it has been prepared in a proportionally spaced typeface using Microsoft Word 2013 in 14-point Times New Roman font.

Dated: January 14, 2019

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Eleventh Circuit by using the appellate CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

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