



FUCCI LAW & ADR, PLLC

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FREDERICK R. FUCCI

Principal at Fucci Law & ADR, PLLC – Attorney specialized in alternative dispute resolution and transactions.

- **Dispute Resolution** experience includes acting as neutral arbitrator in domestic and international arbitration cases either ad hoc or under AAA, ICDR, ICC, LCIA and CAM Rules, acting as a mediator and representing parties to disputes being resolved by commercial arbitration and mediation.
 - AAA Panel - Construction, Commercial and M&A-Joint Venture Rosters
 - Member ICDR Panel and ILA Energy Arbitrators List
 - Fellow of the Chartered Institute of Arbitrators
 - Member of the: (1) CPR Panel of Distinguished Neutrals (Energy, Oil & Gas, International, NYC and Environmental); (2) BVI International Arbitration Centre Panel of Arbitrations, (3) Singapore International Arbitration Center (SIAC) Panel of Arbitrators; (4) LCIA North American Users' Council; (5) Toronto Commercial Arbitration Society and (6) List of Practitioners – Vienna International Arbitration Centre
 - U.S. Delegate to ICC Commission on Arbitration (2004-2022); Member of the Board of Directors of SICANA, Inc. (Secretariat of the International Court of Arbitration North America) (2012-2021)
 - Member of USCIB Committee on Arbitration, Former Chair Transactional Lawyers Subcommittee
- **Transactional Experience** includes mergers, acquisitions, stock purchases, joint ventures, secured lending and structured finance, infrastructure and energy project development and finance (renewable resources and fossil fuels), construction contracting (EPC, design-build), operations and maintenance agreements and commercial transactions such as supply of goods, services and equipment. Clients include U.S. and international project developers, industrial companies, funds and entrepreneurs.
 - Selection to NY Metro Super Lawyers List in Energy and Natural Resources (2013-2025)
 - Chair, Energy Committee, New York City Bar Association (2009-2012)

BAR ADMISSIONS

New York, New Jersey

Solicitor of the Bar of England & Wales

Paris, France (*avocat au barreau de Paris*)

LANGUAGES (specialized knowledge of legal and commercial vocabulary)

French (full spoken and written fluency – able to conduct arbitrations and draft awards)

Italian (spoken and written fluency – accredited as Italian-to-English translator)

German (spoken and reading fluency)

Spanish (working knowledge, advanced reading ability, comprehension)

Portuguese (reading ability)



**SPECIFIC EXPERIENCE:
COMMERCIAL ARBITRATION**

Extensive experience as sole arbitrator, chair, co-arbitrator and party-appointed arbitrator in international and domestic arbitration proceedings under the rules of the American Arbitration Association (AAA), International Centre for Dispute Resolution (ICDR), International Chamber of Commerce (ICC), London Court of International Arbitration (LCIA) and Camera Arbitrale di Milano (CAM).

Currently serving or have served as arbitrator in more than 70 cases, including:

Commercial

- Sole arbitrator in a dispute administered by the ICDR in a claim by a US supplier of chemical products against a Spanish purchaser for non-payment for goods delivered to a Middle Eastern consignee with counterclaims for defects in products delivered; preliminary hearing (May 2025); ruling on jurisdiction (Aug. 2025).
- Party-appointed coarbitrator in a dispute administered by the ICDR between the U.S. affiliate of a German medical device manufacturer and its German parent guarantor and its U.S. distributor (appointed July 2025)
- Coarbitrator in a disputes between a U.S. distributor of devices for pipe and conduit repairs and the German manufacturer over payments owed, quality of goods supplied and purchase minimums; evidentiary hearing held (Mar. 2025); reasoned award delivered (June 2025).
<https://jusmundi.com/en/document/decision/en-i-s-t-north-america-llc-v-i-s-t-innovative-sewer-technologies-gmbh-final-award-monday-23rd-june-2025>
- Sole arbitrator in a case under AAA Rules in a claim brought by a manufacturer of Bitcoin mining equipment that a contracting party failed to employ deposits made to outfit a Bitcoin mining site; preliminary hearing held (Oct. 2024); case suspended prior to evidentiary hearing due to bankruptcy filing by Respondent.
- Sole Arbitrator in a dispute under ICDR Rules (Expedited Procedures) between an Israeli manufacturer of medical/aesthetic devices and its exclusive US distributor; reasoned award delivered (May 2024).
<https://jusmundi.com/en/document/decision/en-novoxel-v-sentient-manufacturing-llc-final-award-thursday-9th-may-2024>
- Sole arbitrator in a dispute administered by the ICDR between a French manufacturer of digital products and its U.S. distributor; preliminary hearing held; party negotiated settlement prior to evidentiary hearing (July 2023).
- Sole arbitrator under AAA rules regarding a dispute between a purchaser of COVID-related medical protection equipment and a seller; zoom evidentiary hearing; reasoned award delivered (Dec. 2021).
<https://jusmundi.com/en/document/decision/en-unified2-global-packaging-group-llc-aka-unified-global-packing-group-llc-v-redrock-holdings-dba-redrock-partners-llc-final-award-monday-27th-december-2021>.



- Sole arbitrator under AAA rules in a claim by a personal services provider against a non-paying client; standard award delivered (Aug. 2021).
- Sole arbitrator under ICDR Rules in a dispute between a manufacturer of telecommunications equipment and its sales agent in Quebec over post-termination commission rights; preliminary hearing held, rulings on document disclosure disputes; administrative suspension of case (Nov. 2021).
- A sole arbitrator in a case under ICC Rules in a dispute between a health supplements supplier and its distributor regarding unpaid purchases and claimed failure of distributor to meet minimum purchase requirements under distribution agreement; default award delivered (Aug. 2019). <https://jusmundi.com/en/document/decision/en-solgar-inc-v-oakleaf-wholesome-foods-inc-award-wednesday-21st-august-2019>
- A sole arbitrator in a case under ICDR Rules arising from an indemnification claim by a U.S. consumer product manufacturer against the Taiwanese supplier of an allegedly defective part subject to a products liability settlement; evidentiary hearing (Oct. 2017), reasoned award delivered (Jan. 2018).
- A sole arbitrator in a dispute under ICDR Rules between a concession holder and a Caribbean resort hotel regarding interpretation of a services agreement (law of a Commonwealth nation governing); Partial award delivered on motion to dismiss two of four claims (Aug. 2017), balance of case settled on eve of evidentiary hearings.
- A coarbitrator in a dispute under LCIA rules between a Persian Gulf-State supplier of aluminum and a Middle Eastern buyer resulting from anticipatory repudiation of an installment supply agreement (English law governing); oral hearings held in London (Apr. 2017); reasoned award delivered.
- A sole arbitrator in a case under ICDR rules in a claim by a Vietnamese clothing manufacturing under a supply agreement against a New York based children's apparel retailer; preliminary hearing held, case administratively terminated after document disclosure phase.
- A coarbitrator in a dispute under ICDR rules between a US consumer products company and a Chinese supplier; tribunal constituted, preliminary hearing held; default award delivered March 2016. <https://jusmundi.com/en/document/decision/en-rubbermaid-commercial-products-llc-v-taizhou-yinshan-manufacturing-brushes-co-ltd-final-award-monday-28th-march-2016>

Corporate Governance / Company Membership Disputes

- Sole arbitrator under AAA rules in a claim by a member of a limited liability company against the managing member for self-dealing and waste of company assets; preliminary hearing held (May 2025).
- Sole arbitrator under AAA rules in a request by multiple members of a limited liability company to remove the managing member for cause; preliminary hearing held (Apr. 2025).
- Sole arbitrator under AAA rules in a dispute involving the alleged wrongful termination of an executive member of a limited liability company and claims by such member against the company and affiliates for corporate waste, an accounting and declaratory judgments; rulings on dispositive motions (July 2024); interim award for injunctive relief (Sept. 2024); case settled by parties.



Emergency Proceedings

- Emergency arbitrator under AAA rules in a request for interim relief by an New York based internet marketing company against a former member claimed to have misappropriated a domain name and directed traffic to a copycat website; reasoned award and order delivered (Sept. 2022). <https://jusmundi.com/en/document/decision/en-product-equities-llc-v-chris-lundgren-and-l1-consulting-llc-interim-award-and-order-of-the-emergency-arbitrator-monday-19th-september-2022>.

Energy

- Sole arbitrator under AAA Expedited Rules in a dispute between a sales consultant and a residential solar installation contractor over commissions owing; standard award delivered (July 2025).
- Coarbitrator in a dispute under AAA rules between the operator of a landfill gas project in Texas and the recipient of the methane produced regarding royalty payments and gas quality; preliminary hearing (May 2025); evidentiary hearing pending.
- Party-appointed coarbitrator in a claim under AAA rules by the owner of a series of battery energy storage projects against the supplier of battery and ancillary equipment for delayed delivery under supply agreement; dispositive motion granted in part and denied in part (June 2025); evidentiary hearing pending.
- Sole arbitrator under AAA rules in a breach of contract action by a property owner against the supplier of wind turbine and battery energy storage equipment; preliminary hearing (Nov. 2024), evidentiary hearing pending.
- Sole arbitrator under AAA rules in a claim by a solar equipment supplier to enforce personal guarantees for unpaid items supplied to an insolvent purchaser; pre-hearing rulings on document disclosure disputes and motion to join non-party; reasoned award delivered (Sept. 2023). <https://jusmundi.com/en/document/decision/en-krannich-solar-west-llc-v-amanda-roseburg-abigail-buchmiller-and-ronald-houskeeper-final-award-friday-15th-september-2023>
- Sole arbitrator under ICDR rules in a claim by a petroleum products trader against a Mexican guarantor of a storage facility operator's obligations; evidentiary hearing held, reasoned award delivered (July 2023); <https://jusmundi.com/en/document/decision/en-stonex-commodity-solutions-llc-f-k-a-fcstone-merchant-services-llc-v-comercializadora-de-combustibles-y-derivados-fuentes-s-a-de-c-v-final-award-monday-26th-june-2023>
- Sole arbitrator under AAA rules in a demand by a New York-based community solar developer against an aggregator of customers with regard to the quality of accounts delivered; preliminary hearing held, rulings on document disclosure disputes; party negotiated settlement (June 2022).
- A sole arbitrator in a dispute under the ICC Commercial Arbitration Rules between a U.S. oil fields services company and a staffing contractor (Texas law); terms of reference executed, hearing on dispositive motion held; party negotiated settlement (Jan. 2018).
- A party-appointed coarbitrator in an ad hoc proceeding initiated by a solar power developer against a Caribbean basin state power authority with respect to disputed utility-scale solar projects. Five days of



evidentiary hearings held (Dec. 2016), proceedings suspended due to insolvency of Respondent and resumed Fall 2017; reasoned award delivered (Feb. 2018).

- A sole arbitrator in a dispute under the AAA Commercial Rules between a petroleum company and a terminal operator with regard to storage nominations under a throughput agreement; claim for damages in excess of \$25 million; evidentiary hearings held (July 2017); oral arguments on post-hearing briefs (Sept. 2017); reasoned award delivered (Oct. 2017).
- A sole arbitrator in a dispute under the AAA Expedited Procedures between an engineering consultant and a public housing project related to services performed on a planned solar installation; partially reasoned award (Feb. 2016).
- A party-appointed coarbitrator in a dispute under LCIA rules relating to an alleged breach of a petroleum and biofuels commodity supply agreement. Proceedings suspended for settlement discussions.
- A member of a panel under the AAA rules in a dispute between a developer of solar projects and the host site of the solar facility; partial final award and final award issued (Nov. 2014, Jan. 2015). <https://jusmundi.com/en/document/decision/en-urban-energy-solar-llc-v-hudson-view-associates-llc-and-hudson-view-building-3-llc-final-arbitration-award-monday-26th-january-2015>.
- A sole arbitrator under the AAA's Construction Arbitration Rules (Large Complex Cases) in a dispute between an installer of commercial solar projects and a sponsor of several projects (New Jersey law governing). Hearings held, reasoned award delivered (Apr. 2014). <https://jusmundi.com/en/document/decision/en-memo-cogen-inc-and-mc-solar-development-llc-v-mercury-solar-systems-inc-award-of-the-arbitrator-friday-25th-april-2014>.

A member of a panel under the ICDR rules in a dispute relating to the supply of photovoltaic modules from a Chinese manufacturer to a series of commercial solar projects being installed by a U.S. developer. Settlement negotiated by the parties just prior to hearings (Dec. 2013).

Mergers & Acquisitions / Joint Ventures

- Sole arbitrator under AAA rules in a claim by a consulting company providing due diligence services to an M&A advisor over non-payment for services and quality of services provided; preliminary hearing held (Apr. 2025), evidentiary hearing pending.
- A party appointed co-arbitrator in a dispute under CAM rules between a U.S. industrial company and an Italian private equity fund concerning representations and warranties regarding the sale of companies in Europe in the same industry sector; preliminary hearing held; party negotiated settlement prior to evidentiary hearings (June 2019).
- A sole arbitrator under AAA Rules in a dispute between an English publishing house buyer of a New York-based publishing company (English governing law); party negotiated settlement (Aug. 2017).
- A member of a panel under the ICDR rules in a dispute between a French purchaser and a Korean seller relating to the sale of an industrial enterprise and alleged breaches of representations and warranties in the Purchase and Sale Agreement. Evidentiary hearings held (Dec. 2014); reasoned award delivered (June 2015).



- A sole arbitrator in an ICDR case involving claims of U.S. distributor against an Italian joint venture partner in the luxury goods (travel) business; reasoned award delivered (Jan. 2010). <https://jusmundi.com/en/document/decision/en-charles-clifford-lawrence-lein-and-compass-partners-international-llc-v-finduck-s-r-l-and-mandarina-duck-s-p-a-award-of-arbitrator-thursday-28th-january-2010>
- A co-arbitrator in a case under ICC Rules involving post-closing dispute in an acquisition by a German company of a Hong Kong company; participated in the drafting of a reasoned interim award and a reasoned final award (2004).

Aviation

- Coarbitrator in a claim under AAA Commercial Rules by the purchaser of an aircraft against a seller for breach of leasing arrangement and fraudulent inducement; preliminary hearing (Jan. 2025); administrative termination (May 2025).
- Party-appointed coarbitrator in a dispute under ICDR rules between a Middle-Eastern purchaser of a private jet and its manufacturer; zoom evidentiary hearings and closing legal arguments held; interim award delivered (July 2022); case settled by parties prior to final award.

Other Infrastructure

- A party appointed co-arbitrator in a dispute under AAA rules between an infrastructure investment fund and a municipality regarding a public private partnership for a water distribution system and related capital investments; evidentiary hearings held, reasoned award delivered (July 2019). <https://jusmundi.com/en/document/decision/en-middletown-water-joint-venture-llc-v-borough-of-middletown-dauphin-county-pennsylvania-final-award-of-arbitrators-wednesday-10th-july-2019>
- Corarbitrator in a dispute under ICDR rules between the owner of a high-speed rail infrastructure project and its financial advisor; preliminary hearing held, negotiated settlement reached by parties (May 2018).

Real Estate

- Coarbitrator in a case under AAA rules between a fund investor and a residential housing developer relating to returns on investment; case suspended prior to evidentiary hearing due to bankruptcy filing by Respondent (July 2024).
- Sole arbitrator in a declaratory award case administered by the ICDR seeking confirmation of the ownership of a real estate investment limited partnership; reasoned consent award delivered (July 2021).

Finance / Securities

- Sole arbitrator in a claim by a lender of cryptocurrency seeking repayment from a borrower of a loan of Bitcoin (AAA Commercial Rules, ICDR administered); preliminary hearing held; negotiated settlement reached by parties (Aug. 2023).
- Neutral coarbitrator in a claim under ICDR rules under a loan instrument where a Swiss-based lender through a Cayman Islands affiliate extended credit to a US borrower and claimed repayment; preliminary



hearing held; ruling on motion on arbitrability of claims (Nov. 2022); reasoned award delivered (May 2023). <https://jusmundi.com/en/document/decision/en-solid-income-limited-v-thomas-enendorfer-and-energyinvest-llc-final-award-monday-1st-may-2023>

- Sole arbitrator in a demand under AAA rules by a US-based investment advisor against a Bermuda-incorporated entertainment entrepreneur for non-payment of commissions claimed to be owed as a result of an introduction to a capital investor; preliminary hearing held; document disclosure initiated; UK-based successor entity of Respondent joined as party; case suspended administratively.
- Chair of a Panel hearing a dispute under AAA Commercial Rules between a U.S. lender and Swiss maker of promissory note regarding potential events of default and rights under patent and other security agreements; preliminary hearing held, procedural rulings on motions; settlement negotiated by parties (July 2019).
- Sole arbitrator in disputes under AAA Expedited Rules between a lender and non-paying borrowers (owner of construction business, owner of a consulting business); standard awards delivered in July 2019 and March 2020).
- Member of an ICDR panel hearing a dispute between a US Investor and a Chinese company relating to the provision of information necessary to list the Chinese company's shares on a U.S. exchange. Negotiated settlement by the parties.

Representation of Parties to Arbitrations

- Part of team advising a French fashion company as respondent in a dispute with a U.S. licensee under the AAA Commercial Arbitration Rules; resolution of case was award partially in favor of respondent and partially in favor of claimant.
- Advised a U.S. building materials company in a dispute under the AAA Commercial Arbitration Rules relating to issues arising after closing of a stock purchase, including working capital adjustments, indemnity claims and construction disputes; resolution of case was negotiated settlement.
- Advised a foreign power project company in an arbitration under the ICC Rules relating to the failure of timely coal supply from a U.S. supplier; ICC award obtained, assisted in U.S. and international enforcement proceedings.
- Advised a U.S. energy services company in a dispute with a project owner in a AAA arbitration proceeding relating to the performance of on-site generation equipment; resolution of the case was a negotiated settlement.
- While an associate at Reid & Priest, participated in teams bringing International Chamber of Commerce arbitration claims in various commercial disputes, including a claim on behalf of a U.S. petroleum trading company against a state-owned petroleum company in Morocco that resulted in an award in favor of our client.

**Presentations / Articles Relating to Commercial Arbitration**

- June 28, 2019 – *Choice of Law & Forum – International Contracts and Arbitration* and June 7, 2018 – *Distribution Agreements – Choice of Law*; Drafting and Negotiating an International Contract - Siena Italy, at conferences sponsored by Camera di Commercio Siena, Confindustria Toscana Sud and ICC Italia.
- Feb 1, 2019 – *Some Reflections on Contracting and Arbitration*, Opening Lecture, International Commercial Arbitration Competition, University of San Diego School of Law
- August and December 2016, March 2017 – *Arbitration in M&A: Laws of New York and Delaware, Parts I, II & III*; Dispute Resolution Journal.
- October 6, 2016 – *Advanced M&A: Legal Topics and Practical Tips – Pre-Contractual Considerations / Letters of Intent & Indemnification Claims / Sandbagging* – Association of Corporate Counsel, Westchester County/Southern Connecticut Chapter.
- September 24, 2016 – *Arbitral Institutions / Points of Comparison* - TerraLex 2016 General Meeting (International Dispute Resolution Practice Group), New York
- February 4, 2015 - United States Council on International Business, Committee on Arbitration – Moderator of Panel – *The Pros and Cons of Arbitration Clauses in International Agreements: An In-House Perspective*
- November 3, 2014 – International Chamber of Commerce, Miami Conference on Latin American Arbitration – *Arbitration in M&A Transactions*
- May 7, 2013 - United States Council on International Business, Committee on Arbitration – Moderator of Panel – *New York as a Place of Arbitration*.
- January 16, 2011 – United States Council on International Business, Committee on Arbitration – Moderator of Panel – *Choosing a Place of Arbitration*.
- September 23, 2010 - International Chamber of Commerce Court of Arbitration – Annual New York Conference – Moderator of Panel – *Negotiating a Successful Deal*.
- May 13, 2010 – Lewiatan Arbitration Court / ICC Court of Arbitration – Dispute Resolution in M&A Transactions (Warsaw) – Presentation on *Means of Dispute Settlement in M&A Transactions: Does Arbitration Have Competitors? – U.S. Perspective*.
- November 6, 2007 – “*Getting Transactional Lawyers Thinking about Dispute Resolution*” - ICC Miami Conference on International Commercial Arbitration in Latin America (Presentation and Paper).
- April 2006 - “*Hardship and Changed Circumstances as Grounds for Adjustment or Non-Performance of Contracts - Practical Considerations in International Infrastructure Investment and Finance*”; Proceedings of the ABA Section of International Law Spring Meeting (subsequently published by OGEMID).
- January 2004 - American Foreign Law Association, New York – “*Drafting Arbitration Provisions in International Project Agreements – Issues and Best Practices*”.



- September 2003 – “*Issues in the Enforceability of Arbitral Awards in International Project Lending*” - IBA Conference Papers.

COURT REVIEW OF ARBITRAL AWARDS

A number of awards issued as sole arbitrator or as part of a tribunal have been reviewed by courts either in petitions to enforce or vacate. None have been vacated. Excerpts below from court opinions and orders relating to awards issued as sole arbitrator.

Buchmiller v Krannich Solar West, LLC, 2025 WL 582252, Civil Action No. 22-07221 (RK) (TJB), (D. N.J. 2025)

“Here, Plaintiffs fail to provide an adequate basis to disrupt the Arbitrator's comprehensive findings. The Arbitrator's Final Award bespeaks a careful and painstaking review of witness testimony, technical evidence relating to DocuHub audit trails and deleted Slack messages, and substantive engagement with each parties’ legal arguments.” *11

“Here, upon objections to the Arbitrator's jurisdiction, the Arbitrator submitted a determination to the parties as to the basis of his jurisdiction, and also did not object to the parties submitting his determination to the federal court. (Final Award at 4.) The Arbitrator, of course, conveyed a willingness to abide by Judge Shipp's decision as to enjoining the proceedings on jurisdictional grounds. (Id.) Judge Shipp subsequently declined to halt the proceedings, finding the Arbitrator's jurisdictional conclusions “persuasive.” (ECF No. 21 at 10:5–11.) Then, the Arbitrator resumed the proceedings on his assumption of jurisdiction. (Final Award at 4.) The Arbitrator carefully considered its jurisdiction and was deferential to the legal process; hardly the ‘flouting of governing law’ required by the Third Circuit. [citation omitted]. *12

“The Arbitrator's decision bespeaks a careful scrutiny of each of the witnesses, from which he drew conclusions regarding the veracity and credibility of each witness by comparing testimony and recognizing inconsistencies.” *13

“Overall, there is no question that the Arbitrator clearly provided the parties an opportunity to have a fair hearing and was prepared to hear relevant evidence. [citation omitted] *13

In the Matter of Moby Richard Holdings, LLC, et al., v. Alex Ramo, Index No. 654973/24, 236 A.D.3d 495, 496 (1st Dept. 2025)

“Nor did the arbitrator exceed his authority or jurisdiction when he found that the new claims asserted by [Respondent]] are covered by the broad arbitration clause. Article 14.1 of the Operating Agreement provides that “any dispute, disagreement, or question arising out of or relating to this Agreement, or the validity, interpretation, breach or termination thereof” may be resolved by arbitration. Additionally, the arbitration clause at article 14.3 provides that disputes shall be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Under those rules, an arbitrator is authorized to rule on their own jurisdiction [citation omitted].”



Novoxel v Sentient Manufacturing, LLC, Order Granting Motion to Confirm Arbitral Award, Case No. 2:24-cv-00352-JNP-DBP (D. Utah 2024)

“Under the Federal Arbitration Act (‘FAA’), a court ‘must’ confirm an arbitration award “unless the award is vacated, modified, or corrected” under other sections of the Act. 9 U.S.C. § 9. Section 10 of the FAA allows the court to vacate an arbitration award if the award was ‘procured by corruption, fraud, or undue means’ (among several other bases). Id. § 10. Section 11 allows the court to modify or correct the award if an ‘evident miscalculation of figures or . . . material mistake’ affected the award. Id. § 11. These two sections are the exclusive FAA grounds for vacatur and modification of an arbitration award. [citation omitted]. The court has no reason to think that any of the § 10 or § 11 bases for vacatur or modification are present in this case, and [Respondent] (given its nonappearance) has not presented any argument to the contrary. Accordingly, the court confirms the arbitration award.”

Product Equities, LLC v Chris Lundgren, L1 Consulting, LLC, Decision & Order on Motion, Index No. 653523/2022, NY Cnty. Oct. 27, 2022 (Crane Melissa, J.)

“The court confirms the interim award of the arbitrator, dated September 19, 2022, for the reasons expressed on the record of October 26, 2022. In particular, as the arbitrator only issued orders running to [individual Respondent], whom the arbitrator, after an evidentiary hearing, correctly found controls [corporate Respondent] L1 Consulting, LLC, there is no basis to conclude the arbitrator acted beyond the scope of his authority.”

B Smart Technology Inc. , Plaintiff, v American Arbitration Association, Inc. and Frederick R. Fucci, Defendants, and Norstan Communications, Inc., Impleaded Party, Superior Court, District of Montreal, No. 500-17-114544-201 (Phillips, Mark, J.S.C., May 3, 2022)

“[I]t appears from the proceedings and exhibits that [Claimant] started to cobble together a theory to attack the arbitrator’s impartiality because it was disappointed with some of the orders rendered in pre-trial discovery, whereas the exhibits it filed show that, in fact, the arbitrator applied great care and even sent draft orders to counsel for comment before making them.” ¶20

“[I]n these proceedings, [Claimant] revisits the entire arbitration proceeding in minute detail up to questions of adjudicating the costs, seeing therein proof of partiality by the arbitrator and the AAA, which it accuses of being in bad faith and having committed a gross fault, whereas, on the face of the exhibits filed, there is nothing of the sort.” ¶21



SPECIFIC EXPERIENCE:
MEDIATION

Experienced mediator and participant in mediation proceedings as a party. Certified by the Centre for Effective Dispute Resolution (CEDR) as a mediator following completion of the CPR/CEDR Mediation Skills Training Program and also completed the AAA's 40-hour Essential Mediation Skills training program.

Served as neutral mediator in a number of mediations where settlements were concluded, including in disputes involving:

- Electricity supply and deliver under the New York State Community Solar Aggregation program for municipalities in the Hudson Valley (New York State Supreme Court appointed);
- Indemnification provisions in the allocation of liabilities following the spin-off of the natural gas division of a major energy company.



EDUCATION

Georgetown University Law Center, Washington, D.C. *Juris Doctor*, May 1987; Law Review: *The Tax Lawyer*, Lead Articles Editor

Johns Hopkins School of Advanced International Studies, Washington, D.C. and Bologna, Italy - *M.A. in International Relations*, May 1987, with distinction

Ecole Normale Supérieure, Paris, France - 1981-1982 - *Pensionnaire étranger* (Resident Foreign Fellow)

Amherst College, Amherst, Massachusetts - B.A. in European Studies, *cum laude* - May 1981 - Foreign Study at the *Université de Paris IV/Sorbonne* (Paris, France) and the *Università di Firenze per Stranieri* (Florence, Italy); Awards: Forris Jewett Moore Fellowship in History; John Woodruff Simpson Fellowship for Legal Studies

PREVIOUS AFFILIATIONS

Partner, Troutman Sanders LLP, New York – 2013-2017

Partner, Dickstein Shapiro LLP, New York: 2011 –2013

Partner, Arnold & Porter LLP, New York: 2007 –2011

Partner, Reid & Priest LLP, Thelen Reid & Priest LLP and Thelen Reid Brown Raysman & Steiner, New York, February 1997-October 2007, Member of Business Practice Group; *Associate Attorney*, Reid & Priest: January 1988 to February 1997

Treuhandanstalt, Berlin, Germany (Germany privatization agency) - *Adviser* (Investor Services Directorate): January to June 1993

PRO BONO

Advised the Emergency Shelter Network of Faith-Based and Community Organizations, Inc., a not-for-profit corporation dedicated to providing resources to sites that shelter homeless persons in New York City.

Previously advised an interfaith group in the Washington, DC metropolitan area on how to structure investments in solar systems for places of worship where members of the congregation are the investors.