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April 27, 2010 – Fensterstock & Partners LLP Forms a Specialty Arm of Firm Devoted to Class Arbitration and the clause construction award phase of arbitrations consequent to the United States Supreme Court's decision in *Stolt-Nielsen S.A. v. Animalfeeds Int'l Corp.*

The United States Supreme Court's decision in *Stolt-Nielsen S.A. v. Animalfeeds Int'l Corp.*, No. 08-1198 (Apr. 27, 2010), may have significant impact on class arbitrations currently pending before the American Arbitration Association ("AAA"). Since the decision in *Green Tree Financial Corp. v. Bazzle*, 539 U.S. 444 (2003), Fensterstock & Partners LLP has been involved in several class arbitrations before the AAA, including *Paul W. Hoffman, et al. v. Arthur Anderson, LLP*, *Richard L. Huelsman, et al. v. Arthur Anderson, LLP*, and *Craig M. Crockett, et al. v. LexisNexis*. We have succeeded in the clause construction award phase of the arbitrations, have a database of decisions on this subject, and are familiar with the arguments on both sides of the issue. We are presently involved in a class arbitration pending before the AAA and are concerned that the Court's decision in *Stolt-Nielsen* may be used by defendants to suggest, misleadingly, that all class arbitrations are invalid where the arbitration provision in a contract does not expressly provide for class treatment. We disagree with this position and do not believe that a fair and honest reading of *Stolt-Nielsen* warrants this conclusion.

After evaluating the potential impact *Stolt-Nielsen* may have on current and future class arbitrations, we believe it is beneficial for all claimants' counsel to take a consistent position to formulate a persuasive and powerful argument to ensure that legitimate and viable class arbitration claims do not get upended in the aftermath of *Stolt-Nielsen*. Defendants will assuredly use this opportunity to argue for a ban on class arbitrations in cases where the contracts at issue do not expressly provide for class arbitration. We believe that there are legitimate and persuasive arguments that can be advanced in appropriate cases that will overcome defendants' position. To that end, Fensterstock & Partners LLP has formed a specialty arm of our firm devoted to class arbitration. We are in touch with all class counsel and believe that a concerted unified approach towards arguing and briefing these issues is paramount to success. We are prepared to assist or take over the briefing on this issue and to make the arguments if so desired.

If you are interested in speaking with us about this effort, please contact us. *Stolt-Nielsen* certainly did not sound the death knell for class arbitration and we look forward to working with all class arbitration plaintiffs' counsel to successfully advance meritorious class arbitration claims.