

# Judicial Review of Arbitration Awards: You Can't Always Get What You Want

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## **THE ROLE OF ARBITRATION IN THE LEGAL LANDSCAPE**

By all accounts, civil parties in the United States are choosing arbitration to resolve their disputes in record numbers. The American Arbitration Association (“AAA”) handles more than 100,000 Alternative Dispute Resolution (“ADR”) cases per year and JAMS reports revenues in the hundreds of millions of dollars each year.<sup>1</sup> Although hard to believe with numbers like those, arbitration was once disfavored in this country. It was not viewed as anything more than a vehicle for managing disputes between merchants. Since the adoption of what is now known as the Federal Arbitration Act in 1925, United States courts have come to embrace arbitration in a manner that could not have been imagined at its inception.

There are many reasons for the spread of arbitration as a dispute resolution mechanism. Overuse of the courts in our country coupled with dwindling judicial resources has meant that litigants could wait years for court resolutions of their disputes. This expenditure of time seems to be matched by the expense of mounting a full-blown legal action. Compared with those realities, arbitration offers a stream-lined, less expensive approach to solving disputes. Arbitration also has the added benefit of arising from an agreement between parties. In other words, parties have a level of control over the outcomes of their disputes they do not have in the courts. These factors, among others contribute to the growing prevalence of arbitration.

The spread of arbitration, however has brought with it thorny issues that could affect how arbitration is used by parties. The contractual nature of arbitration can conflict with parties’ desire for judicial endorsement or review of arbitration decisions. In order to give the extra-judicial arbitration decisions the force of law, parties needed some method of obtaining a judicial stamp of approval. In answer to that need, the common law and state and federal statutes provided mechanisms for access to the courts. This is where certain thorny issues became manifest. The central question from which many of these issues arise is what role should a court take when an arbitration award is before it. Is it to simply endorse the award with only a view to sanction any outrageously inappropriate behavior of the

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<sup>1</sup> See generally, American Arbitration Association, <http://www.adr.org/about>; JAMS-The Resolution Experts, JAMS Announces Milestone Move to New York Times Building; <http://www.jams-endispute.com/FeatureFull.asp>

arbitrator(s), is it to review the award de novo, applying legal principles to it, is it to review the award using the standard agreed to by the parties in their arbitration agreement, or some combination of the above? Swirling about is also the question of the primacy of federal, state or common law approaches to the judicial review question. Each jurisdiction seemed to fashion its own approach to responding to these questions. In the past year, the Supreme Court has weighed in on these questions in *Hall Street Associates, LLC v. Mattel, Inc.*, 128 S.Ct. 1396 (2008). Their answer to arbitrating parties seeking to determine the standard federal courts will use to evaluate an arbitration award is to look no further than the narrow grounds articulated in the FAA. For those parties who had hoped courts would use the standards of review they negotiated into their arbitration agreements, the response amounts to ‘you can’t always get what you want.’ The remainder of this article will outline current issues concerning judicial review of arbitration awards that should be considered when contemplating arbitration.

## **A Brief History**

### **THE FAA**

In its current form, the FAA consists of sixteen provisions that outline federal arbitration law. 9 U.S.C. §§1-16. For the purposes of this discussion, the key provisions are §§9-11. Section 9 permits a party to apply to federal district court for an order confirming an arbitration award and §§10 and 11 lay out the grounds for vacating and modifying such an award. The statute provides parties the opportunity to get a court’s imprimatur on an extra-judicial decision.

In 1925, the precursor to the FAA was passed as a concession to commercial businesses in New York.<sup>2</sup> At the time, courts viewed arbitration as a competitor.<sup>3</sup> As a result, courts tended to devalue arbitration agreements.<sup>4</sup> Disdain towards arbitration was not limited to the judiciary. State legislators tended to disfavor it as well. In fact, several states’ arbitration statutes were more hostile to arbitration than the FAA.<sup>5</sup> Overtime, disenchantment with the costs in both time and money of litigation and limited judicial resources compelled the federal and some state courts to modify their view of arbitration. Eventually, the Supreme Court recognized the need to recast arbitration as a viable means of resolving more than just commercial disputes.<sup>6</sup> The FAA, by virtue of being a federal statute, provided a convenient method of expanding the use of arbitration beyond its traditional commercial boundaries.

Parties picked up on the change in tone, articulated in cases such as *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395 (1967), which held that courts should apply the FAA when matters were before them due to diversity jurisdiction, not the relevant state statute. There, the Supreme Court took the first step to recognizing a uniform federal law of arbitration. The softening of approach contributed to the expanded use of arbitration.

## **ISSUES RAISED BY THE GROWTH OF ARBITRATION**

### **Potential Effect on the Development of the Common Law**

Whatever the cause, the burgeoning reliance on arbitration has brought changes to the legal landscape. One change, though hard to access, is the potential impact on the development of the common law. Rising reliance on arbitration means that dispute resolutions, once the province of judges who’s opinions, if of note, were duly published for public viewing and became the substance of the common law, are now handled by arbitrators hired by private parties. In contrast to traditional litigation,

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<sup>2</sup> Charbonneau, Thomas E., “Eighty-Fourth Cleveland-Marshall Fund Visiting Scholar Lecture: The Revolution in Law Through Arbitration,” 56 *Clev. St. L. Rev.* 233, 245 (2008).

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> *Id.* at 249.

<sup>6</sup> *Id.* at 251.

resolutions with precedential value decided by arbitrators rarely see the light of day. Consequently, decisions that may be of use to litigants or others do not become part of the public discourse. Some may view this as negatively affecting the development of the common law.

In many ways, though, this development can be viewed as progress. The majority of disputes between civil litigants or arbitrating parties do not require the making of new law in order to be resolved, nor do their resolutions warrant public scrutiny. In those cases, pursuing an alternative to the litigation process conserves both judicial and private party resources. Those savings are likely to outweigh the harm suffered from a less developed arbitration common law. As such, ADR methods, such as arbitration, provide a quicker, less costly method to resolve disputes.<sup>7</sup>

### **The Question of Judicial Standards of Review**

Every advance, however, brings issues that need managing. A critical question facing parties to arbitration agreements and, ultimately courts, is “what level of judicial review is warranted for arbitration awards?” Historically, parties have been able to sue in federal or state court to challenge an arbitration award.<sup>8</sup> The Federal Arbitration Act (“FAA”), passed in 1925, gave federal courts jurisdiction to enforce arbitration agreements.<sup>9</sup> The statute defined narrow grounds on which a court could vacate an arbitration award. The only acceptable grounds to set aside an award under the FAA are: “(1) where the award was procured by corruption, fraud or undue means; (2) where there was evident partiality or corruption in the arbitrators; (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.”<sup>10</sup>

As courts embraced arbitration as a viable method for resolving disputes, certain jurisdictions began to expand the FAA’s narrow standards for judicial review. As more and more disputes went to arbitration, more and more parties sought judicial review of those arbitration awards. Given that arbitration is the result of an agreement between parties, those parties tended to add grounds for vacatur or modification that they deemed suitable to their arbitration agreements, without limiting themselves to the confines of the FAA. A review of cases suggests that courts grappled with balancing this trend, which grows out of freedom of contract principles with the ever present sentiment that arbitration awards need to be endorsed instead of undermined by the courts to avoid expending the judicial resources arbitration was meant to save.

Through March of 2008, courts in several jurisdictions permitted the parties to arbitration agreements to add standards of review not contemplated by the FAA. Those decisions seemed to support the primacy of contract in answering questions with regard to arbitration. The wishes of the parties became a significant guiding principle.

At the same time, common law standards of review began to be recognized in state and certain federal jurisdictions. Most courts adopted the standard of review that the arbitration award was made “in manifest disregard of the law.”<sup>11</sup> The courts adopting this standard, however, interpreted it as narrow

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<sup>7</sup> Feature IID=101 (Stating that JAMS is “the nation’s largest private provider of mediation and arbitration services.”).

<sup>8</sup> “The Revolving Door of Justice: Arbitration Agreements that Expect Court Review of an Award,” 19 Ohio St. J. on Disp. Resol. 861, 862, Michael Leroy & Pehr Rusle, 2004.

<sup>9</sup> *Id.* at 872.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.* at 873.

in scope.<sup>12</sup> Other variations included arbitrary and capricious, violates public policy, or manifestly disregards the evidence.<sup>13</sup> These decisions acknowledge that legal principles beyond contract should govern arbitration.

These varying approaches to judicial review of arbitration decisions provided a multitude of options to parties, but no consistency from jurisdiction to jurisdiction.

### **Imbalances In Power Between Parties**

Another issue concerns the relative bargaining power of parties to arbitration agreements. Arbitration's contractual origins can, in certain circumstances, lead to a less than fair result when parties of unequal bargaining attempt to negotiate arbitration provisions.<sup>14</sup> In several cases, fact patterns indicate that the party with the substantial economic advantage tends to draft arbitration agreements with broad standards of review and then seeks to enforce them when the arbitration does not go their way.<sup>15</sup> Seminal cases in the Fifth, Ninth and Third circuits enforcing parties' right to negotiate expanded review of arbitration awards involve parties of disparate economic status.<sup>16</sup> In *Gateway Technologies v. MCI Telecommunications Corp.*, MCI was outsourcing a project to a smaller vendor. Similarly, in *LaPine Technology Corp. v. Kyocera Corp.*, LaPine was a start-up company pitted against Kyocera. In *Roadway Package system, Inc. v. Kayser*, a small operator was up against a shipping company.<sup>17</sup> In each of these cases, the economically well positioned party lost in arbitration and used the expanded arbitration provision to challenge the award in court.<sup>18</sup> These fact patterns illustrate the disadvantage a weaker party can experience as the result of a negotiated arbitration clause. The reluctance to introduce arbitration into the employment context comes from the difficulties created when entities with unequal bargaining power attempt to negotiate arbitration agreements.

### **A Split In the Circuits**

Despite these potential pitfalls, in recent years, civil parties have attempted to expand the grounds for review of an arbitration award by tinkering with the arbitration clauses in their agreements. As mentioned above, in the Fifth, Ninth and Third Circuits, courts have permitted arbitration awards to be reviewed by courts using expanded standards set by the parties in their arbitration agreements.<sup>19</sup> A few circuits, however, resisted this course. The Tenth Circuit rejected this approach in *Bowen v. Amoco Pipeline Co.*, 254 F.3d 925 (10<sup>th</sup> Cir. 2001), with the Eight and Seventh Circuits suggesting in *dicta* that they too would limit parties' rights to negotiate standards of review.<sup>20</sup>

In spite of the split between the circuits, for a time, it seemed that freedom of contract principles would carry the day permitting parties to expand the basis on which courts could set aside arbitration awards. The majority of circuits allowed the parties to arbitration agreements to set the terms on which arbitration awards could be overturned. This policy certainly encouraged parties to use arbitration. The option to seek vacatur of an arbitration award that is based on erroneous conclusions of law or findings of fact would certainly give comfort to parties contemplating arbitration. But, as with most things, there is room for abuse. A party could submit to arbitration and then, based on negotiated

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<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> See Leroy, Micheal and Feuille, Peter "The Revolving Door of Justice: Arbitration Agreements that Expand Court Review of An Award" 19 Ohio St. J. on Disp. Resol. 861 (2004).

<sup>15</sup> *Id.* at 882-84.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> *Gateway Technologies, Inc. v. MCI Telecommunications Corp.*, 64 F.3d 993 (5<sup>th</sup> Cir. 1995); *LaPine Tech. Corp. v. Kyocera Corp.*, 130 F.3d 884, 889 (9<sup>th</sup> Cir. 1997); *Roadway Package Sys., Inc. v. Kayser*, 257 F.3d (3<sup>rd</sup> Cir. 2001).

<sup>20</sup> *UHC Mgmt. Co. v. Computer Scis. Corp.*, 148 F.3<sup>rd</sup> 992,997 (8<sup>th</sup> Cir. 1998); *Chicago Typographical Union No. 16 v. Chicago Sun Times*, 935 F. 2d 1501, 1505 (7<sup>th</sup> Cir. 1991).

arbitration terms, get a second bite at the apple by challenging the verdict in the courts. It is not hard to imagine that a party savvy enough to have negotiated a broad basis for overturning an award, could make use of that advantage to challenge an award he or she deems unacceptable. There can be no question that allowing parties to determine their own standards of review could result in an irresistible temptation to proceed with arbitration and then, if you are unsatisfied with the results, take your chances with a merits review in court. Instead of creating a more efficient and less expensive method of resolving disputes, allowing parties to create their own basis for review could have the effect of increasing the costs of resolving disputes.

### **The Supreme Court Weighs In**

The Supreme Court, however, stepped into the breach last March. In *Hall Street Associates, LLC v. Mattel, Inc.*,<sup>21</sup> the Court came down on the side of enforcing the language in the FAA and held that parties cannot modify the standards specified in the FAA to be used by federal courts to review arbitration awards.<sup>22</sup> In *Hall*, the Supreme Court addressed the question whether “statutory grounds for prompt vacatur and modification [under the FAA] may be supplemented by contract.”<sup>23</sup> The Court’s conclusion, with dissenting opinions from Justice Stevens, joined by Justice Kennedy and from Justice Breyer, was that the FAA’s statutory grounds for review are exclusive.<sup>24</sup>

The case involved a lease dispute between a landlord, the petitioner, Hall and its tenant Mattel, Inc., the respondent. The lease provided that the tenant, in this case, Mattel, would indemnify Hall for costs resulting from the failure of the tenant or its predecessor lessees to follow environmental laws. The leased space had been used for manufacturing purposes. Mattel’s predecessor tenants’ violated Oregon’s environmental laws by emitting manufacturing discharges that violated Oregon ground water regulations. When Mattel noticed its intent to terminate its lease, Hall filed suit seeking indemnification for the clean-up required. The parties eventually agreed to submit the indemnification question to arbitration, with the approval of the district court. The arbitration agreement gave the District Court the ability to “vacate, modify or correct any award: (i) where the arbitrator’s findings of facts are not supported by substantial evidence, or (ii) when the arbitrator’s conclusions of law are erroneous.”<sup>25</sup> The arbitration clauses agreed to by the parties and approved by the District Court expanded the basis on which a court could vacate, modify or correct an arbitration award pursuant to the FAA.<sup>26</sup>

The parties proceeded to arbitration and the arbitrator found in favor of Mattel on the erroneous ground that the Oregon Water Quality Law violated by Mattel’s predecessors was not an environmental law of the type required to be followed in the lease. Hall appealed on the ground of legal error and the District Court vacated the award and remanded the matter to the arbitrator for further consideration.<sup>27</sup> In so doing, the reviewing court referred to the expansive review standard contained in the parties’ arbitration agreement.<sup>28</sup> The arbitrator then amended the decision in favor of Hall. Both parties sought modification of the award at the district court level. The district court slightly modified the calculation of interest, but upheld the award. Each party then appealed to the Ninth Circuit. The Ninth Circuit reversed the decision, relying on its recent ruling in *Kyocera Corp. v. Prudential-Bauche Trade Servs., Inc.*, 341 F. 3d 987, 1000 (2003). The Ninth Circuit held that the parties’ stipulated standard of review is not enforceable. The Supreme Court granted certiorari to

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<sup>21</sup> *Hall Street Assoc. LLC v. Mattel, Inc.*, 128 S. Ct. 1396 (March 25, 2008).

<sup>22</sup> *Id.* at \_\_\_\_.

<sup>23</sup> *Id.* at 1400.

<sup>24</sup> *Id.*

<sup>25</sup> *Id.* at 1400-01.

<sup>26</sup> FAA §§10-11.

<sup>27</sup> *Hall* at 1401.

<sup>28</sup> *Id.*

address the question of whether the grounds for vacatur and modification in §10 and §11 of the FAA are exclusive.<sup>29</sup>

The Supreme Court used its opinion in *Hall* to clearly state that parties cannot expand judicial review of arbitration awards by contract. Relying on the language of §§9, 10 & 11 of the FAA, the Court found that those provisions:

*substantiate a national policy favoring arbitration with just the limited review needed to maintain arbitration's essential virtue of resolving disputes straight away. Any other reading opens the door to full-bore legal and evidentiary appeals that can rende[r] informal arbitration merely a prelude to a more cumbersome and time-consuming judicial review process.*<sup>30</sup>

With those words, the Supreme Court closed the door on using negotiated standards of review for arbitration awards obtained under the FAA. The Supreme Court, thus, expressly endorsed limited judicial review of FAA arbitration awards. For good or for ill, parties submitting to arbitration and seeking judicial review under the FAA will only be able to obtain vacatur or modification of an arbitration award if it was procured by corruption or fraud, where there is partiality or corruption on the part of the arbitrators, where the arbitrators are guilty of misconduct in refusing to postpone the hearing or hear pertinent and material evidence or where the arbitrators have exceeded their powers.

#### **Judicial Review Without the FAA**

Somewhat perplexingly, the Court left open a small door through which extra-statutory review of an arbitration award could be had. Justice Souter, writing for the majority, pointed out that the FAA “is not the only way into court for parties wanting review of arbitration awards: they may contemplate enforcement under state statutory or common law, for example, where judicial review of different scope is arguable.”<sup>31</sup> After his definitive preclusion of standards of review beyond the specific words of the FAA, Justice Souter attempts to limit the holding to those seeking expedited judicial review pursuant to the FAA.<sup>32</sup> *Hall* leaves open the possibility of negotiated standards to those who seek arbitration under state laws that honor arbitration agreements or under the common law. Whether extra-FAA review is a viable option for parties seeking to enforce their negotiated standards of review remains to be seen. This option depends on the willingness of courts to back away from the notion of a uniform arbitration law in favor of an approach that acknowledges that arbitration is the result of a negotiated agreement between parties and, with that understanding, considers the standard provisions in arbitration agreements as they would any other contractual term.

At least one state court has taken Justice Souter’s exception to heart. The California Supreme Court has held that the FAA standards for judicial review of arbitration awards do not apply when the arbitration is conducted under the California Arbitration Act.<sup>33</sup> The California court specifically noted in its opinion that *Hall* left open other avenues for judicial review of arbitration awards and did not require state laws to conform to the limited review outlined in the FAA.<sup>34</sup> To the extent state courts take this approach, it may be conceivable that parties can retain access to judicial review of their arbitration awards without relying on the FAA.

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<sup>29</sup> *Id.*

<sup>30</sup> *Id.* at 1405 citing *Kyocera Corp. v. Prudential Bache Trade Servs., Inc.*, 341 F. 3d 987 at 998 (9<sup>th</sup> Cir 2003).

<sup>31</sup> *Hall Street Assoc., LLC v. Mattel, Inc.*, 128 S.Ct. at 1406.

<sup>32</sup> *Id.*

<sup>33</sup> *Cable Connection, Inc. v. DirecTV*, 82 Cal. Rptr. 3d 229 (2008).

<sup>34</sup> *Id.*

## **HOW SHOULD PARTIES PREPARE THEMSELVES FOR THE POST HALL WORLD?**

For the party who wants to take advantage of the cost and time benefits of arbitration, but also avail herself of the ability to expand the grounds on which a court can vacate or modify an arbitration award, there are only a few options. The party should make certain when negotiating an arbitration agreement not to invoke the FAA as the grounds for arbitration. To do so could mean that the court reviewing the award is limited to the narrow standards articulated in the FAA. The party must also discern whether the applicable state statutory or common law allows arbitrating parties to negotiate standards of review in their arbitration agreements and then enforces them. If so, then it would be in her best interest to negotiate a term in the arbitration agreement applying that jurisdiction's laws to the agreement.

In conclusion, though the arbitration landscape has changed since *Hall*, it is virtually guaranteed that arbitration will continue to be used by parties wishing to avoid protracted waits and high expense associated with traditional litigation. Whether arbitration awards will be endorsed by courts with limited review as is the federal approach under the FAA under the common law and under state law remains to be seen. The advantages and issues associated with arbitration will continue with us for the foreseeable future.

## **ABOUT THE PRESENTER(S)**

### **Presenter 1**

Stuart J. Glick is a Member of the Firm's Litigation Practice Group as well as its Creditors' Rights/Bankruptcy Reorganization Practice Group. His practice involves complex commercial, bankruptcy and antitrust litigation. He has considerable litigation experience in both federal and state courts at the trial and appellate levels.

Mr. Glick began the practice of law through the Attorney General's Honors Program as a trial attorney with the United States Department of Justice, where he was lead counsel in jury and non-jury cases in federal and state courts nationwide. Those cases involved complex tax, commercial, bankruptcy and constitutional law issues, in addition to significant claims of first impression, including a \$500 million excise tax claim in the Wheeling-Pittsburgh Steel Corporation bankruptcy.

Since leaving the Justice Department, Mr. Glick has focused his practice primarily in the commercial litigation and creditors' rights/bankruptcy areas. He has represented major corporations, lenders, insurance companies and shopping centers in state and federal courts, including bankruptcy court. He also has experience with major commercial litigation cases involving antitrust issues. In addition to his litigation work, Mr. Glick has significant experience with arbitrations, mediations and debt restructurings.

Mr. Glick's commercial and antitrust litigation and creditors' rights/bankruptcy experience includes:

Commercial/Antitrust Litigation: representation of a secured creditor in connection with a suit involving a several million dollar fraud claim; representation of an international plumbing supply company in defending antitrust claims brought by a major internet-based company; representation of an insurance holding company in connection with an insurance insolvency proceeding involving a multi-million dollar claim; representation of a secured creditor in connection with a suit involving several millions of dollars of fraud and conversion claims; representation of the former shareholders of the nation's second largest uncooked pasta manufacturing company in connection with a variety of tort and contract claims by the company's purchaser; and representation of clients in connection with complex foreclosure actions.

Bankruptcy Litigation: representation of a secured creditor holding a one hundred million dollar claim in a complex real estate bankruptcy; representation of a corporation in connection with a several million dollar preference claim; representation of a secured creditor in connection with a several million dollar fraud claim; representation of a Chapter 11 trustee in dozens of fraudulent transfer actions arising from the massive securities-based Ponzi scheme; representation of a national bank in connection with a suit involving an alleged fraudulent transfer involving several million dollars; and representation of a national office supply company in a suit brought by a competitor-debtor for corporate raiding and related claims involving hundreds of employees and millions of dollars.

Mr. Glick is frequently invited to speak on commercial, bankruptcy and antitrust litigation issues. He recently moderated a panel discussion before the Greater New York Chapter of the American Corporate Counsel Association entitled "Breaking Up Is Hard To Do: Dealing with Financially Troubled Mega Customers." He also recently presented a program entitled "Antitrust and Fair Competition Laws" to the

members of Chicago-Midwest Chapter of the National Association of Credit Management. Mr. Glick was also a managing editor of the Firm's 2004 publication, *E-DISCOVERY: A Guide for Corporate Counsel*.

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### **Presenter 2**

Paula A. Tuffin is a Member of the Firm's Litigation Practice Group. Ms. Tuffin's practice focuses on complex commercial litigation, corporate internal investigations and business crimes. Since coming to the Firm, she has, *inter alia*, represented a senior corporate executive in an industry-wide federal grand jury investigation, responded to inquiries from a federal regulatory agency on behalf of a corporate client, worked on several corporate internal investigations, handled several litigation matters on behalf of a telecommunications industry client and represented clients in various partnership and contract disputes.

Ms. Tuffin began her career as a Motions Law Clerk to the United States Court of Appeals for the Second Circuit. She was also a litigation associate at Paul, Weiss, Rifkind, Wharton & Garrison, LLP where she gained extensive litigation experience defending savings and loan institutions in complex litigations. Ms. Tuffin's work also included handling an arbitration involving the dissolution of a partnership agreement, defending the Estate of the artist Louise Nevelson in a valuation proceeding, representing the United States distributor of Piaget watches in a contract dispute and handling an internal investigation for a corporation. Between 1994 and 1997, she served as an Assistant United States Attorney in the Criminal Division of the United States Attorney's Office for the Southern District of New York, where she prosecuted

bank fraud, money laundering and complex narcotics cases involving extensive grand jury investigations. After leaving the U.S. Attorney's Office, she became a certified mediator at the Ackerman Institute for the Family and opened a mediation practice in Montclair, New Jersey. From 2002 until joining the Firm, Ms. Tuffin served as Project Director in the President's Office at Hunter College and worked with the College's President, the New York City Department of Education, the Woodrow Wilson National Fellowship Foundation and the Bill and Melinda Gates Foundation to create the Manhattan Hunter Science High School.

Ms. Tuffin was named as one of New Jersey's "Best 50 Women in Business" in 2009 by *NJBIZ* magazine.

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