

An Arbitrator's Power May Be Greater Than That of a Judge

Arbitration is a creature of contract, and an arbitrator's powers are in effect defined by the parties' arbitration agreement, points out a post on the Mintz, Levin, Cohn, Ferris, Glovsky and Popeo blog **ADR: Advice From the Trenches**.

"Paradoxically, although an arbitration agreement can be written (double-spaced) on one side of a cocktail napkin, in some cases it may grant greater authority to an arbitrator than a judge has," writes **Narges Kakalia**.

In the post, she discusses *Timegate Studios, Inc. v. Southpeak Interactive, LLC*, in which the Fifth Circuit confirmed an arbitration award in which the arbitrator substantially reformed the parties' commercial agreement by, among other things, awarding one a broad perpetual license to certain of the other's intellectual property, despite the fact that the original agreement had granted only a more narrowly drawn ten-year license.

Read the article.