

Reported Cases and Arbitration Awards Where Michael Frevola Was Counsel of Record

1. SINOYING LOGISTICS PTE LTD. et al. v. YI DA XIN TRADING CORP. et al., No. 09-5368-cv (2d Cir. Aug. 31, 2010), 619 F.3d 207 -- For Appellants: Michael J. Frevola (appealing dismissal of Rule B maritime attachment after obtaining stay of release of attached funds)
2. WILLIAMSON et al. v. RECOVERY LIMITED PARTNERSHIP et al., No. 07-0548-cv(L) (2d Cir. Aug. 22, 2008), 543 F.3d 43 -- For Appellees/Cross-Appellants: Michael J. Frevola (obtaining affirmance of district court's holding that non-compete and non-disclosure agreements were maritime contracts and dispute was subject to admiralty jurisdiction)
3. IN RE MILLENIUM SEACARRIERS INC., Nos. 06-2252-bk(L) 06-2435-bk(XAP) (2d Cir. June 5, 2007), 237 Fed. Appx. 631, 2007 WL 1599887 -- For Appellees: Michael J. Frevola (successfully defeating for the third time the crew of Millenium Fleet's attempts to obtain penalty wage claim priority over mortgagee)
4. ODFJELL SEACHEM A/S v. CONTINENTAL DE PETROLS ET INVESTMENTS SA et al., No. 08 Civ. 5024 (JSR) (S.D.N.Y. May 12, 2009), 613 F. Supp. 2d 497 -- For Plaintiff: Michael J. Frevola (successfully obtaining default judgment against defendants on reconsideration after court originally had vacated attachment and dismissed case)
5. WILLIAMSON et al. v. RECOVERY LIMITED PARTNERSHIP et al., No. C2-06-292 (S.D. Ohio Jan. 29, 2009), 2009 WL 243031 -- For Plaintiffs: Michael J. Frevola (defeating defendants' motion to dismiss for lack of admiralty jurisdiction)
6. WILLIAMSON et al. v. RECOVERY LIMITED PARTNERSHIP et al., No. C2-06-292 (S.D. Ohio Jan. 22, 2009), 2009 WL 169700 -- For Plaintiffs: Michael J. Frevola (defeating defendants' motion to dismiss on grounds that defendants no longer were interested parties)
7. WILHELMSSEN PREMIER MARINE FUELS AS v. UBS PROVEDORES PTY LTD. et al., No. 07 CV 5798 (CM) (S.D.N.Y. Sept. 28, 2007), 519 F. Supp. 2d 399, 2008 A.M.C. 228 -- For Plaintiff: Michael J. Frevola (successfully defending against defendants' motion to vacate attachment)
8. WILLIAMSON et al. v. RECOVERY LIMITED PARTNERSHIP et al., No. C2-06-292 (S.D. Ohio Nov. 30, 2006), 2006 WL 3483966 -- For Plaintiffs: Michael J. Frevola (defeating defendants' motion to transfer venue)
9. ULLISES SHIPPING CORP. v. FAL SHIPPING CO., 05 Civ. 9424 (SAS) (S.D.N.Y. Jan. 20, 2006), 415 F. Supp. 2d 318; 2006 U.S. Dist. LEXIS 2283 -- For Defendants: Michael J. Frevola (representing shipowner and affiliated companies in seeking to vacate maritime attachment of shipowner's assets under Rule B)

10. ASSURANCEFORENINGEN SKULD (GJENSIDIG)-DAN DANSKE AFDELING v. ALLFIRST BANK (IN RE MILLENIUM SEACARRIERS, INC.) Chapter 11, Case No. 02-10180 (CB) Jointly Administered 02 CV 7106 (RPP) (Consolidated) (S.D.N.Y. July 9, 2003), 2003 U.S. Dist. LEXIS 11669 -- For Allfirst Bank and Wayland Investment Fund: Michael J. Frevola (defending secured creditor in penalty wage lien priority dispute with crew members of bankrupt shipowner)

11. LEISURE SHIPPING A/S v. PATRICIA SHIPPING LTD. 02 Civ. 3790 (TPG) (S.D.N.Y. July 1, 2002), 2002 U.S. Dist. LEXIS 11874 -- For Leisure Shipping A/S: Michael J. Frevola

12. CAMBRIDGE INT'L TRADING, INC. v. TIGRIS INT'L CORP., 99 Civ. 10245 (MBM) (S.D.N.Y. Mar. 16, 2000), 2000 U.S. Dist. LEXIS 3193 -- For Petitioner: Michael J. Frevola

American Maritime Cases

13. DANNEBROG REDERI AS et al. v. M/Y TRUE DREAM et al., 2005 A.M.C. 2740 (S.D. Fla. Nov. 2, 2005), For Plaintiff: Michael J. Frevola (representing shipowner in summary judgment motion against cargo claimants for limitation of liability to \$500 package limitation)

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14. IN RE ARBITRATION BETWEEN TEAM TANKERS AS, AS OWNER OF THE MT SITEAM MERKUR, AND TRICON SHIPPING LTD., AS CHARTERER UNDER AN ASBATANKVOY FORM OF CHARTER PARTY DATED MARCH 20, 2007, SMA No. 4086 (Aug. 16, 2010) -- For Team Tankers: Michael J. Frevola (representing parcel tanker owner in dispute regarding vessel's

coatings and ability to safely carry designated cargo)

15. IN RE ARBITRATION BETWEEN TEAM TANKERS AS, AS OWNER OF THE MT SITEAM MERKUR, AND TRICON SHIPPING LTD., AS CHARTERER UNDER AN ASBATANKVOY FORM OF CHARTER PARTY DATED MARCH 20, 2007, SMA No. 4016 (Nov. 25, 2008) -- For Team Tankers: Michael J. Frevola (representing parcel tanker owner in dispute regarding vessel's coatings and ability to safely carry designated cargo)

16. IN THE MATTER OF THE ARBITRATION BETWEEN COMMUTER SHIPPING CORP. (FORMERLY KNOWN AS PENOBSHOT SHIPPING CORP.), OWNER OF THE M/T COMMUTER AND STENA BULK AB, CHARTERER UNDER A TIME-CHARTER DATED JULY 15, 1997, S.M.A. No. 3949 (Nov. 16, 2006) -- For Stena Bulk AB: Michael J. Frevola (representing charterer in dispute relating to contaminated cargo)

17. IN RE ARBITRATION BETWEEN INTERCHEM 2000 LOGISTICS BV, AS CHARTERER / INTERCHEM AMERICAS, INC., AS CARGO OWNER AND SUFFOLK TANKERS CO., LTD., AS OWNER OF THE RACHEL B UNDER AN AMENDED ASBATANKVOY FORM CHARTER PARTY DATED DEC. 18, 2000, S.M.A. No. 3920 (Apr. 12, 2006) -- For Suffolk Tankers Co., Inc.: Michael J. Frevola (representing shipowner in breach of voyage charter dispute related to vessel's failure to meet laycan)

18. IN THE MATTER OF THE ARBITRATION BETWEEN COMMUTER SHIPPING CORP. (FORMERLY KNOWN AS PENOBSHOT SHIPPING CORP.), OWNER OF THE M/T COMMUTER

- AND STENA BULK AB, CHARTERER UNDER A TIME-CHARTER DATED JULY 15, 1997, S.M.A. No. 3890 (July 15, 2005) -- For Stena Bulk AB: Michael J. Frevola (representing charterer in dispute relating to contaminated cargo)
19. IN RE ARBITRATION BETWEEN INTERCHEM 2000 LOGISTICS BV, AS CHARTERER / INTERCHEM AMERICAS, INC., AS CARGO OWNER AND SUFFOLK TANKERS CO., LTD., AS OWNER OF THE RACHEL B UNDER AN AMENDED ASBATANKVOY FORM CHARTER PARTY DATED DEC. 18, 2000, S.M.A. No. 3889 (July 11, 2005) -- For Suffolk Tankers Co., Inc.: Michael J. Frevola (representing shipowner in breach of voyage charter dispute related to vessel's failure to meet laycan)
20. IN RE ARBITRATION BETWEEN SMIT DOLPHIN SHIPPING, INC., AS OWNERS OF THE VIKINGBANK AND CONSTRUCCIONES MARITIMAS MEXICANA S.A. DE C.V., AS CHARTERERS, S.M.A. No. 3830 (Feb. 11, 2004) -- For Smit Dolphin Shipping, Inc.: Michael J. Frevola (representing shipowner in dispute with charterer regarding payment of outstanding hire)
21. IN RE ARBITRATION BETWEEN SMIT DOLPHIN SHIPPING, INC., AS OWNERS OF THE VIKINGBANK AND CONSTRUCCIONES MARITIMAS MEXICANA S.A. DE C.V., AS CHARTERERS, S.M.A. No. 3829 (Feb. 11, 2004) -- For Smit Dolphin Shipping, Inc.: Michael J. Frevola (representing shipowner in dispute with charterer regarding payment of outstanding hire)
22. IN RE ARBITRATION BETWEEN GEORGE E. WARREN CORPORATION, AS CHARTERER, AND BONA SHIPHOLDING LTD., BERMUDA, AS OWNER OF THE
- BONA FULMAR, ARISING UNDER AN ASBATANKVOY CHARTER PARTY DATED DECEMBER 27, 1996, S.M.A. No. 3787 (May 15, 2003) -- For Bona Shipholding Ltd., Bermuda: Michael J. Frevola (representing shipowner in dispute with charterer regarding cargo loss resulting from vessel collision)
23. IN RE ARBITRATION BETWEEN BORE LINE (SINGAPORE) PTE LTD., OWNER OF THE M/V SEABOARD HORIZON AND SEABOARD MARINE, INC., CHARTERER, UNDER A NEW YORK PRODUCE EXCHANGE TIME CHARTER DATED NOVEMBER 1, 1991, S.M.A. No. 3740 (June 15, 2002) -- For Bore Line (Singapore) Pte Ltd.: Michael J. Frevola (representing shipowner in charter party dispute related to various issues including premature redelivery and breach of charter's bunker quality clause)
24. IN RE ARBITRATION BETWEEN IVER SHIPS AS, AS OWNERS OF THE ISARSTERN AND PETREX (HOUSTON) INC., AS CHARTERERS, UNDER AN ASBATANKVOY AMENDED VOYAGE CHARTER DATED MAY 29, 2000, S.M.A. No. 3662 (Jan. 19, 2001), For IVER SHIPS AS: Michael J. Frevola, Esq.
25. IN RE ARBITRATION BETWEEN AS BULKHANDLING, AS OWNER OF THE SEAHORSE GAMMA AND UNITEC UNIVERSAL INC., AS CHARTERER, S.M.A. No. 3649 (Oct. 30, 2000) -- For AS Bulkhandling: Michael J. Frevola
26. IN THE MATTER OF THE ARBITRATION BETWEEN UNICOSTA SHIPPING N.V., AS OWNERS OF THE UNICOSTA AND MALTERIAS UNIDAS, S.A., AS CHARTERERS UNDER A "CONLINEBOOKING" LINER

- BOOKING NOTE DATED MAY 6, 1998, S.M.A. No. 3530 (May 11, 1999) -- For Unicosta Shipping N.V.: Michael J. Frevola
27. IN RE ARBITRATION BETWEEN BERGESEN D.Y. HANDYGAS A/S, AS DISPONENT OWNER OF THE LPG/C HAVBRIS AND MONTPELIER TRADING INC., AS CHARTERER, S.M.A. No. 3503 (Jan. 20, 1999) -- For Bergesen D.Y. Handygas A/S: Michael J. Frevola
28. IN RE ARBITRATION BETWEEN ARMADA BULK CARRIERS LTD., OWNER AND KREMIKOVITZI IRON AND STEEL WORKS, A/D, CHARTERER PURSUANT TO A CONTRACT OF AFFREIGHTMENT DATED DECEMBER 22, 1995, S.M.A. No. 3488 (Dec. 4, 1998) -- For Armada Bulk Carriers Ltd.: Michael J. Frevola
29. IN RE ARBITRATION BETWEEN BERGESEN D.Y. ASA, OWNER OF THE M/T BERGE BRAGD AND BAYOIL S.A., NASSAU, BAHAMAS, CHARTERER UNDER AN ASBATANKVOY CHARTER PARTY DATED JANUARY 9, 1997, S.M.A. No. 3478 (Nov. 3, 1998) -- For Bergesen D.Y. ASA: Michael J. Frevola (representing shipowner in defense of charterer's claim for consequential damages arising from late arrival at delivery port)
30. IN RE ARBITRATION BETWEEN C.H. SORENSEN & SONNER A/S, OWNER/CLAIMANT AND INTERSHIPPING MONACO, CHARTERER/RESPONDENT, UNDER A NYPE TIMECHARTER PARTY DATED JULY 26, 1996, S.M.A. No. 3442 (Apr. 28, 1998) -- For Owner/Claimant: Michael J. Frevola