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responsibility for participating in the process in a timely fashion and according to the agreed procedures in the arbitration agreement. Hopefully with client satisfaction, the cause for appeal will be dissipated.

Conclusion

There will always be cases like *Kennedy v. Kennedy*, *supra*, which deal with truly complicated issues and sincere differences of opinions regarding the authority of the arbitrator. Just as litigated matters are appealed and well-meaning trial judges are overturned on appeal, there will be challenges to arbitration awards. One saving grace in the *Kennedy* matter was the fact that the arbitrator had tape recorded the key understandings regarding the reversionary stock, allowing the Superior Court to agree with the arbitrator that both husband and wife expected that reversionary interest to be in the marital estate. The remaining question was one of valuation. Presumably Mr. Kennedy's counsel would point to the dissenting opinion from the Superior Court that supported his

interpretation of the transcript. However, without the transcript, the Superior Court most likely would not have reversed and remanded.

Any time an agreement is reached in a divorce case, the lawyers want to see the terms of that agreement upheld on appeal. Counsel recommend settlement only on the basis of thorough analysis of the case and reasonable compromises between the parties. Once those compromises have been made, it is very frustrating to see an agreement set aside by a trial court or an appellate court. An Agreement to Arbitrate is the same. Once the parties have committed to this expedited process with a private arbitrator, generally both counsel want to see the matter resolved on a prompt and fair basis. Neither side wants to see the resolution subject to upheaval by the trial court or the appellate courts.

In conclusion: select a skilled arbitrator; carefully draft the Arbitration Agreement; prepare your materials for effective presentation; any stipulations should be memorialized in writing or on the record; and reserve the right to correct errors before the final award issues.

With these suggestions, the arbitration experience should be satisfying for most if not all those involved.

AT YOUR SERVICE BY MICHAEL L. VIOLA, ESQ.

Recently, a member of the Family Law Section listserv asked if the "Hague Convention" would apply in a case where one party to a divorce case lives in Pennsylvania but the spouse lives in Russia. Another Section member asked me separately if the Hague Convention would apply if the defendant in a divorce case is a Canadian citizen, but executes an Acceptance of Service of the divorce complaint. With these two situations in mind, I will endeavor to set out my understanding of service of process on foreign defendants in a divorce case.

Initially, some readers may be confused by the use of the term "Hague Convention" in these situations. The "Hague"

is actually the Hague Conference on Private International Law, which is a global intergovernmental organization consisting of almost 70 governmental entities, called "Member States." It is a self-described "melting pot of different legal traditions." Its purpose is to develop and service multilateral legal instruments to global needs. These legal instruments are commonly referred to as "Conventions." In addition to the Member States, other countries can choose to become Parties to Hague Conventions. Presently, there are 130 countries that are Member States or Parties to the Hague Conference.

For most family law practitioners, the phrase "Hague Convention" calls to mind jurisdictional questions arising in child custody disputes. Obviously, this Convention would not apply to the service of a divorce complaint. The Hague Convention that may apply to international custody disputes would be the Convention of 25 October 1980 on the Civil Aspects of International Child Abduction. This is just one of

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39 different Conventions devised by the Hague Conference. The Convention germane to the service of divorce complaints would be the Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (Convention of Service Abroad). The entire list of Conventions promulgated by the Hague Conference can be found at <http://www.hcch.net>. After selecting your preferred language of communication, English or French, you can maneuver your way through the Hague Conference's Web site to obtain a full list of the Conventions.

It is important to keep in mind that not all of the Conventions are going to apply in family law cases. Further, and of critical importance, the countries of residence of both parties must have ratified the particular Convention that would apply in your case. The Web site includes a chart listing the countries that have adopted each particular Convention. For the scenarios set forth above, the United States, Russia and Canada have all adopted the Convention on Service Abroad. However, each of these three countries adopted the Convention with specific exceptions or clarifications. Employing the term of art used by the Hague Conference, we would say that each country has adopted the Convention with "reservations, declarations or notifications." Always review any applicable reservations, declarations or notifications, as they may explain how specific provisions of a Convention will apply. Think of them as the local rules to a particular Convention.

The Convention of Service Abroad applies when four criteria are met: 1) documents need to be served upon someone in a foreign jurisdiction, 2) the specific address of that person in the other jurisdiction is known (which is not always the case), 3) the documents are legal in nature, and 4) the documents relate to a civil or commercial matter. In the two scenarios mentioned initially, all four requirements are met, so this Convention may apply. I would say that it *may* apply because it is not mandatory that the Convention apply.

If the Convention is applicable, then the Convention document itself outlines the "channel of transmission" through which the legal papers — in these situations, a divorce complaint — must be served as follows: the previously designated "Central Authority" in the United States, which is the U.S. Department of Justice, Civil Division, Office of International Judicial Assistance, in Washington D.C., would submit the required documentation to the previously designated Central Authority in the receiving country (i.e., Russia or Canada), asking the receiving Central Authority to effectuate service on the recipient who, in our cases, would be the Defendant.

The necessary documentation is more likely to be prepared by the attorney in Pennsylvania after consultation with the Department of Justice than by an attorney from the Department of Justice. There are model forms available from the Hague's Web site as PDFs that can be completed directly on their Web site and printed. The model forms must list the address of the ultimate recipient of the document. They must also be accompanied by two (2) copies of the document to be served.

These forms must also explain how the document is to be served. There are three primary mechanisms: (a) by informal delivery to the recipient who would then voluntarily accept service, (b) in a manner prescribed by the law of the receiving jurisdiction or (c) in a manner specified by our law (as the requesting jurisdiction), so long as it is not incompatible with the laws of the receiving jurisdiction. From a practical standpoint, if you know the defendant is likely to willingly accept the documents, option (a) seems to be of dubious utility.

Under the Hague Convention on Service Abroad, the receiving jurisdiction may require the documents to be translated into an official language of that jurisdiction. English is not a universally accepted language. Certain territories of Canada require the documentation to be translated into English; some require translation into English and French. Service of a divorce complaint on a party in Russia will require the translation of all documents into Russian. This is likely to result in an additional cost for the client.

The Convention on Service Abroad does provide for alternative channels of transmission. These alternatives include proceeding through diplomatic channels, direct judicial officer-to-judicial officer communication, and through postal channels. Be advised that a country's "reservations, declarations or notifications" may include limitations on the use of the alternative channels of transmission. For example, service of documents in Russia can not be sent through diplomatic channels (unless you are serving an important political figure in the Russian government). Nor can documents be served in Russia, under this Convention, through postal channels. However, for the case with the Defendant in Canada, you can go postal and serve by mail.

Once the appropriate paperwork is prepared and translated, it is submitted to our Central Authority (the Department of Justice) who sends it to the Central Authority in the recipient jurisdiction, who then attempts service. Remember, all you are doing is requesting that the other jurisdiction serve the other party. The recipient is under no obligation to comply. If service is made, the recipient country should send back proof of service.

The Convention on Service Abroad protects defendants by precluding the entry of a judgment by default. However, the Court in the original jurisdiction may enter a default

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judgment against the Defendant if: 1) the document has been transmitted through the proper channels under the Convention, 2) no proof of service has been received *after waiting more than six months* and 3) appropriate steps have been taken to try to obtain proof of service. Needless to say, having to proceed under this Convention can cause a divorce case to drag out even longer than normal.

So, let's get back to the original situations. Where the Defendant is located in Russia, there might be considerable obstacles and additional expenses that could preclude the quick resolution of that divorce case. For the Defendant in Canada, the Defendant may be mailed the documents and must then accept service of the divorce complaint. I would not foresee any problems. Just check to see if that particular province or territory requires translation into French. It is important to keep in mind, however, that the application of the Convention on Service is not mandatory. Attorneys need to be flexible and, at times, creative when trying to have the Defendant served.

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CALENDARS, CONTACTS & CASES: WHAT SOFTWARE IS RIGHT FOR YOU? BY ALICIA A. SLADE

For the past 20 years, I have been providing technical consulting services to law offices. I remember in the late 1980s and early 1990s how I had to convince attorneys why they needed a personal computer (PC) system. Well, today it is much different. Attorneys understand why they need to have a PC and they also understand that the software they use is extremely important and will help them to service their clients. Over the years, attorneys have implemented word processing software, time billing software and accounting

software for their law practices. They also have Internet access and e-mail. Within the past few years, attorneys have added or have thought about adding software for calendaring, contacts, cases and the ability to sync this information to a Smartphone. Software for calendaring and sharing contacts helps the attorney and their staff to be on the same page. Analyzing the different software options for these tasks can be difficult and confusing. One choice is to use Microsoft (MS) Outlook for these functions; another option is to use a practice management software program, such as LexisNexis Time Matters. There are several practice management software applications, but for the sake of space in this article, I will focus on the features of Time Matters for comparison. All of the practice management software programs are similar in their capabilities.

MS Outlook is a component within the MS Office Suite. Most offices use MS Outlook as an e-mail client to send/receive e-mails. MS Outlook also has an address book

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