

# Brian P. R. Eisenhower



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### Focus of Practice:

Admiralty & Maritime Law Inland Transportation & Third Party Logistics Large Loss Subrogation **Products Liability** Insurance Defense Insurance Coverage Commercial Litigation Arbitrations Trials and Appeals

### **Educational Background:**

Roger Williams University School of Law Juris Doctor, 2009, magna cum laude

#### Webb Institute

Dual B.S. Naval Architecture and Marine Engineering, 2006

### Admitted to Practice:

New York (2010)

New Jersey (2011)

United States District Court, Southern District of New York

United States Bankruptcy Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, District of New Jersey

United States Court of Appeals for the Second Circuit

United States Court of Appeals for the Third Circuit

United States Court of Appeals for the Ninth Circuit

#### **Professional Affiliations:**

Society of Naval Architects and Marine Engineers Member, Audit Committee Chair, Pension Committee Comité Maritime International

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Member, Unmanned Craft International Working Group
Maritime Law Association of the United States
Proctor Member
Member, Long Range Planning Committee
Continuing Legal Education Committee
Chair, 2017-present
Vice Chair, 2016-2017
Secretary, 2013-2016

Admiralty Committee of the New York City Bar Association, 2012-2015

### **Publications:**

Judge John R. Brown Admiralty Moot Court Competition Bench Memo and Winning Briefs 2009: Brief for Petitioner, Brian P. R. Eisenhower et al., 21 University of San Francisco Maritime Law Journal 199 (2009)

#### Speaker:

Unmanned Ships: Legal Issues, Marine Insurance Day seminar (New York, Oct. 6, 2017).

## Representations Include:

Galilea, LLC v. AGCS Marine Ins. Co., Liberty Mut. Ins. Co., and Torus Nat. Ins. Co., 879 F. 3d 1052 (9th Cir. Jan. 16, 2018) - Successful appeal in which the Ninth Circuit decided that arbitration clause in marine insurance policy is enforceable, and is not rendered unenforceable by Montana law which is inapplicable under both federal maritime law choice-of-law principles and the policy itself. The Court further held that the agreement of sophisticated parties to arbitrate according to AAA rules shows a clear and unmistakable intent to resolve arbitrability questions in arbitration.

Golden Mountain Income, LLC v. Spencer Gifts, LLC, et al., No. 034071/2011 (N.Y. Sup. Ct. Rockland Cty. Aug. 25, 2015) - After close of plaintiff's case during jury trial, obtained directed verdict dismissing all claims against client.

CHMM, LLC v. Freeman Marine Equip., Inc., 791 F.3d 1059 (9th Cir. June 29, 2015) - Successful appeal in which the Ninth Circuit determined that yacht's interior outfit, which was purchased from and installed by owner's contractors, is not part of the relevant product purchased from the shipbuilder but rather is "other property" for which damages may be recovered under maritime products liability law.

Maritima de Ecologia, S.A. de C.V. v. Sealion Shipping Ltd., No. 10 CIV 8134 (S.D.N.Y. June 22, 2015) - Obtained quantum meruit award following bench trial of claims relating to services provided in connection with Deepwater Horizon oil spill.

In re LPG/C DESERT ORCHID, 2015 WL 1958925 (S.M.A. No. 4253, April 10, 2015) - Successful New York arbitration of complex matter involving contamination to a liquefied gas cargo of polymer grade propylene. On behalf of Charterer, obtained final award of all recoverable damages resulting from contamination of cargo, together with attorney's fees, costs, and reimbursement of arbitrators' fees. Further, the award denied Owner's claim for demurrage and detention.

Mediterranean Shipping Co. v. Ningbo Toptrade Imp. Exp. Co., No. 06 CIV 3391, 2015 WL 1137557 (S.D.N.Y. Mar. 12, 2015) - After successful appeal and extensive briefing of various issues, obtained release of electronic funds transfers attached pursuant to Supplemental Rule B.

Donna Karan Co. LLC v. Airgroup, No. CIV.A 12-2149 SRC, 2013 WL 5730428 (D.N.J. Oct. 22, 2013) - Obtained summary judgment in favor of shipper including ruling that purported limitation of liability was unenforceable under the Carmack Amendment.

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