

## SUPREME COURT PENDING CASES

*The following appeals are fully briefed and eligible for assignment by the Supreme Court in the near future.*

BRASS CITY LOCAL, CACP *v.* CITY OF WATERBURY, SC 20337  
*Judicial District of Waterbury*

**Arbitration; Whether Trial Court Properly Determined that it Lacked Jurisdiction Over Application to Confirm Interest Arbitration Award.** The plaintiff, Brass City Local, CACP (the union) represents all investigatory and uniformed members of the Waterbury Police Department. The union filed an application to confirm an interest arbitration award, which was issued pursuant to General Statutes § 7-473c of the Municipal Employees Relations Act (MERA) and established the terms of a successor collective bargaining agreement with the defendant, the city of Waterbury. Interest arbitration is a process during which the terms and conditions of an employment contract are established by a final and binding decision of an arbitration panel. MERA imposes compulsory interest arbitration on a municipality and the representative of its employees whenever the parties have reached an impasse in their collective bargaining. The city moved to dismiss the application for lack of subject matter jurisdiction, claiming that the trial court has no statutory authority to confirm an interest arbitration award. The trial court granted the motion to dismiss. The trial court held that chapter 909 of the General Statutes, comprising §§ 52-408 through 52-424 and relating to arbitration proceedings, does not authorize judicial review of an interest arbitration award via an application to confirm absent a written agreement by the parties to arbitrate. The trial court further held that, while MERA authorizes judicial review of an interest arbitration award pursuant to an application to vacate or modify, it does not authorize judicial review of an application to confirm. The union appeals, claiming that the trial court improperly held that judicial confirmation of its interest arbitration award is not available. The union argues that the trial court erred in finding that (1) MERA is in derogation of the common law and, thus, must be strictly construed; (2) judicial review of arbitration that is authorized by statute is limited to the provisions of chapter 909 that are explicitly mentioned in the authorizing statutes; (3) because MERA states that an interest arbitration award is “final and binding,” it cannot be the subject of an application to confirm; and (4) interest arbitration awards are less susceptible to judicial oversight than grievance arbitration awards. The city argues that the trial court’s judgment can be affirmed on the alternative ground that the trial court lacked subject matter

jurisdiction because the union failed to exhaust the grievance and arbitration procedures in the collective bargaining agreement.

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NORTH SAILS GROUP, LLC v. BOARDS AND  
MORE GMBH et al., SC 20338  
*Judicial District of Hartford*

**Contracts; Personal Jurisdiction; Long-Arm Statute; Due Process; Whether Trial Court Properly Dismissed Breach of Contract Action Against Foreign Defendants for Lack of Personal Jurisdiction on Ground that Conduct Complained of Did not Occur in Connecticut.** The plaintiff, North Sails Group, LLC, is a limited liability company that designs, engineers and manufactures boat sails in Milford. The plaintiff licenses its trademark to other companies for purposes of manufacturing clothing and associated sailing products branded with the plaintiff's trademark. In October, 2000, the plaintiff entered into a licensing agreement with Boards and More GmbH (Boards and More), a limited liability company with a principal place of business in Austria. In the licensing agreement, Boards and More agreed to pay royalties to the plaintiff and make a good faith effort to maximize its production of the licensed goods. In November, 2017, after being acquired by a German investment firm, Boards and More represented to the plaintiff that it was going to launch its own trademark and use it to replace the plaintiff's trademark on the goods that Boards and More produced. In response, the plaintiff brought this action in Connecticut Superior Court, alleging that the defendants, Boards and More and the German investment firm, had breached the licensing agreement by failing to maximize production of the goods bearing the plaintiff's trademark. The defendants moved to dismiss the action for lack of personal jurisdiction. They claimed that the plaintiff failed to allege that the defendants had conducted any activity in Connecticut that would satisfy the requirements of the state long-arm statute, General Statutes § 52-59b. The defendants also argued that the court's exercise of jurisdiction would violate their due process rights because the defendants lacked minimum contacts with Connecticut, such that asserting jurisdiction over them would not comport with traditional notions of fair play and substantial justice. The trial court, relying on the United States Supreme Court's decision in *Bristol-Myers Squibb, Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017), granted the defendants' motion to dismiss. The court reasoned that, while it likely had jurisdiction under the long-arm statute insofar as Boards and More had conducted business in Connecticut,

a Connecticut court's exercise of personal jurisdiction here did not satisfy constitutional due process guarantees. The court reasoned that, in order to exercise specific personal jurisdiction over the foreign defendants, the conduct that the plaintiff complained of must have occurred in this state. The court noted that the conduct complained of here—the defendants' branding of the products and their decision to rebrand—occurred in Europe, not Connecticut. The plaintiff appeals, claiming that the exercise of jurisdiction over Boards and More would be consistent with due process because the plaintiff's breach of contract claim arises out of Boards and More's minimum contacts with Connecticut. The plaintiff claims that the trial court misinterpreted *Bristol-Meyers Squibb* as articulating a new standard that would drastically narrow specific jurisdiction in breach of contract actions.

*The summaries appearing here are not intended to represent a comprehensive statement of the facts of the case, nor an exhaustive inventory of issues raised on appeal. These summaries are prepared by the Staff Attorneys' Office for the convenience of the bar. They in no way indicate the Supreme Court's view of the factual or legal aspects of the appeal.*

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