



## Charles S. Donovan

Partner

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### PRACTICE AREAS

- International Arbitration
- International Business
- Bankruptcy and Restructuring
- Finance
- Litigation

### INDUSTRIES

- Financial Services
- Maritime

### OVERVIEW

Charles Donovan is a partner in the Finance and Bankruptcy Practice Group in the firm's San Francisco office.

### Areas of Practice

Mr. Donovan's practice focuses on international and domestic finance, leasing and related arbitration and litigation, with particular emphasis on transportation matters. He has extensive experience in negotiation of international agreements. He has lectured and written on topics relating to international law, ocean shipping, air and land transport, satellites, and cross-border leasing.

### EDUCATION

- J.D., Cornell University, 1977
- B.A., Haverford College, 1974

### ADMISSIONS

- California
- Louisiana
- Massachusetts
- U.S. Supreme Court

### EXPERIENCE

#### Significant Appellate Decisions

- Triton Container Int'l Ltd. v. Di Gregorio Navegacao Ltda., 440 F.3d 1137 (9th Cir. 2006)(equipment lessor who obtained judgment against lessee and guarantors entitled to injunction preventing them from proceeding with case in Brazil on same issues).
- Galehead, Inc. v. M/V ANGLIA, 183 F.3d 1242 (11th Cir. 1999)(price between charterer and fuel supplier determines value of maritime lien; fact that supplier purchased fuel at lower price from company who physically delivered fuel to ship irrelevant).
- Oil Shipping (Bunkering) B.V. v. Sonmez Denizcilik ve Ticaret A.S., 10 F.3d 176, (3d Cir. 1993) (supplier who unwittingly delivered fuel to ship under arrest not entitled to maritime lien or custodia legis claim).
- Nedlloyd Lines v. Superior Court, 3 Cal. 4th 459, (1992) (Hong Kong choice-of-law clause in shareholders' agreement applies to all causes of action arising out of agreement).

- Seawinds Ltd. v. Nedlloyd Lines, 846 F.2d 586, (9th Cir. 1988) (Shipping Act of 1984 requires that antitrust claims be brought before Federal Maritime Commission, not in U.S. District Court).
- Walsh v. Placido Shipping Corp. (In re Pacific Caribbean Shipping (U.S.A.), Inc.), 789 F.2d 1406 (9th Cir. 1986) (shipowner's charter-party lien on subfreights need not be recorded under UCC Article 9).
- Morgan v. Bender Shipbuilding and Repair Co. (In re Morgan), 28 Bankr. 3 (Bankr. App. 9th Cir. 1983) (shipyard's arbitration clause enforceable against vessel owner in bankruptcy).

## HONORS

- Listed as one of the top 25 "Shipping and Maritime" attorneys in the country by Best of the Best USA
- Listed in Best Lawyers in America, Northern California Super Lawyers and Legal Media Group's Guide to the World's Leading Shipping and Maritime Lawyers

## MEMBERSHIPS

- Early Neutral Evaluator, Alternative Dispute Resolution Program of the U.S. District Court in San Francisco
- Held several positions of leadership in the ABA and the Maritime Law Association of the United States
- Chair, Marine Finance Subcommittee of the ABA's Business Law Section

## ARTICLES

- International Litigation in California, 58 InBrief 16 (1999).
- Contributor, Moore's Federal Practice (3d ed. 1997; supplements 1998, 2000, 2002, 2004).

## HISPANIC/LATINO NEWSLETTER

- Enfoque Latino - Summer 2005

## SPEECHES

- More Effective Than Stretching Upon the Rack: GMES Security and Privacy Issues From a U.S. Perspective, presented to the International Bar Association, Chicago, October 2006.
- Plugging the Leak in The BREMEN: Forum Selection and Arbitration Clauses in International Contracts, 2 Benedict's Mar. Bull. 103 (2004), presented to the Marine Finance Committee of the Maritime Law Association, May 2004.
- Picking the Shipowner's Poison –Choice of Law Clauses and Maritime Liens, 14 U.S.F. Mar. L. Rev. 185 (2002), presented to the Pacific Admiralty Seminar, San Francisco, October 2001.
- Thinking Outside the Box: Drafting Ocean-Cargo Container Lease Agreements, 9 MSU DCU J. Int'l L. 327 (2000), presented to the International Bar Association, Amsterdam, The Netherlands, September 2000.
- Teaches as a member of the adjunct faculty of the University of Southern California Law School