



→ Charles S. Donovan

Of Counsel

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

Areas of Practice

Charles' 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.

Honors

Named 2018 San Francisco Admiralty and Maritime Law "Lawyer of the Year"

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

Experience

Significant Appellate Decisions

- APL Co. v. UK Aerosols Ltd., 582 F.3d 947 (9th Cir. 2009)(ocean carrier entitled to indemnity and attorneys' fees from cargo interests for hazardous cargo clean-up).
- 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).

Representative Maritime Transactions

- Advised a U.S.-based investment entity in connection with its purchase of a Vanuatu-flag vessel, release of an Egyptian bank's mortgage, transfer to Mexican registry, and finance lease to a Mexican operator. Drafted all pertinent sale and financing documents in co-operation with Mexican attorneys.
- Drafted lease terms and conditions for Chinese-controlled marine equipment leasing company.
- Prepared standard transportation terms for a manufacturer in connection with a logistics contract it made with a logistics provider.
- Advised an international lender in connection with its purchase and lease-back of ocean cargo containers to a Korean steamship line.
- For a major ocean cargo container leasing company, established a purchasing program with several Chinese suppliers/manufacturers that allows the client flexibility in ordering as to price, timing and type of equipment.
- For the same leasing company, drafted leasing terms and condition, lessee guaranties, letters of credit, and other documents.
- Negotiated, drafted and monitored vessel construction contracts for different clients, including financing (both pre- and post-launch), and related documentation.
- Negotiated and drafted charter parties (both time and bareboat) for several clients for numerous vessels.
- For a non-U.S. client that acquired an American company, arranged sale and charter back (on a time-charter basis) of vessels the client could not legally own under U.S. law, working closely with U.S. regulatory authorities.
- Advised an international construction products manufacturer regarding its affreightment contract relating to bulk carriers operated by a Canadian concern.
- Advised a European steamship line regarding its terminal services agreements on the U.S. and Canadian Pacific Coast.

Teaching Experience

- Has served as a member of the adjunct faculty at the University of Southern California Law School since 2003

Articles

- Red Light, Green Light, Yellow Light: International Antisuit Injunctions in U.S. Federal Courts, 18 Cal. Int'l L.J. 8 (No. 3, Summer 2010).
- But Wait It Gets Worse: A Parade of Horribles in Vessel Financing and Foreclosure, 8 Benedict's Mar. Bull. 107 (2010).
- International Litigation in California, 58 InBrief 16 (1999).

- Contributor, Moore's Federal Practice (3d ed. 1997; supplements 1998, 2000, 2002, 2004).

Energy Law Blog

- "Six Key Items to be Aware of Today in U.S. Offshore Wind ("OSW)," October 26, 2020

Real Estate, Land Use & Environmental Law Blog Posts

- "Commercial Lease Guaranties From Foreign Entities: What You Need to Know to Safeguard Your Security," July 28, 2015

Speaking Engagements

Session Chair, "Lessons Of OW Bunker," Pacific Admiralty Seminar, October 20, 2017.

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.

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

Practices

Bankruptcy and Restructuring
Commercial Lending and Financial Transactions
Asset Based Lending
Equipment Leasing
Litigation
Financial Services Litigation

International Reach

International Arbitration

International Arbitration

Industries

Financial Services

Transportation

Education

J.D., Cornell University, 1977

B.A., Haverford College, 1974

Admissions

California

Louisiana

U.S. Supreme Court