****

The "officially released" date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the "officially released" date appearing in the opinion.

All opinions are subject to modification and technical correction prior to official publication in the Connecticut Reports and Connecticut Appellate Reports. In the event of discrepancies between the advance release version of an opinion and the latest version appearing in the Connecticut Law Journal and subsequently in the Connecticut Reports or Connecticut Appellate Reports, the latest version is to be considered authoritative.

****

ARVYS PROTEIN, INC. *v.* A/F PROTEIN, INC.
(AC 44867)

Prescott, Elgo and DiPentima, Js.

Syllabus

The plaintiff appealed to this court from the judgment of the trial court denying its application to modify or vacate an arbitration award. The plaintiff and the defendant had executed a series of contracts in which the plaintiff was to perform research services for the defendant. The defendant was dissatisfied with the plaintiff's results following the first contract, and the parties entered into a second contract. The defendant was again dissatisfied with the plaintiff's results and cancelled the second contract. Thereafter, the defendant demanded arbitration under the terms of the contracts and requested damages incurred as a result of the plaintiff's performance. Both parties voluntarily participated in the arbitration and were represented by their respective corporate presidents. The arbitrator issued a decision awarding the defendant damages in an amount exceeding the money it had paid to the plaintiff under the contracts, and the plaintiff filed an application to modify or vacate the award. The court concluded that, on the basis of the record, it could not definitively determine whether the award was beyond the scope of the submission or that the arbitrator's decision was manifestly, obviously and indisputably wrong, and it found no authority to support the plaintiff's claim that the award arose from the unauthorized practice of law and, thus, violated public policy. *Held*:

1. The plaintiff could not prevail on its claim that the trial court improperly denied its application to modify or vacate the arbitration award because it was beyond the scope of the submission: the broad, unrestricted language of the submission gave the arbitrator the authority to resolve disputes under the contracts, and the award clearly stated that it was in full settlement of all claims and counterclaims submitted in the arbitration, which included the defendant's claims under the parties' contracts; moreover, the plaintiff's claim that the arbitrator resolved the claims submitted to him incorrectly by misconstruing the parties' contracts could not be the basis for vacating an arbitration award for failure to conform to the submission.
2. The plaintiff could not prevail on its claim that the arbitrator manifestly disregarded the law in awarding breach of warranty damages and awarding damages in excess of the limitations of liability provisions in the contracts: the plaintiff failed to articulate a clearly governing legal principle that the arbitrator appreciated and ignored, and this court declined to address the plaintiff's claim that its interpretation of the contractual provisions was more correct than the arbitrator's, as it could not review the record for errors or misapplication of law.
3. The trial court properly denied the plaintiff's application to modify or vacate the arbitration award when it concluded that the arbitration proceeding did not violate public policy prohibiting the unauthorized practice of law: the plaintiff failed to establish a clear, well-defined and dominant policy against the representation of corporate entities by corporate officers in arbitration proceedings that would warrant vacating an award that was otherwise beyond challenge; moreover, there is no well-defined and dominant public policy that only licensed attorneys can represent corporate parties in arbitration proceedings in Connecticut, as the rules that govern representation in arbitration proceedings in this state clearly provide that any party, including a corporation, may participate in an arbitration proceeding with whatever representation it chooses, including self-representation; furthermore, the plaintiff voluntarily chose to be represented by its president during the proceedings and did not raise an objection to that conduct in which it willingly participated until it lost.

Argued September 12, 2022—officially released April 25, 2023

Procedural History

Application to modify or vacate an arbitration award, brought to the Superior Court in the judicial district of Fairfield, where the court, *Stevens*, *J.*, rendered judgment denying the application, and the plaintiff appealed to this court. *Affirmed*.

Peter J. Zarella, for the appellant (plaintiff).

Trevin C. Schmidt, for the appellee (defendant).

Opinion

ELGO, J. The plaintiff, ARVYS Protein, Inc., appeals from the judgment of the trial court, rendered in favor of the defendant, A/F Protein, Inc., on the plaintiff's application to modify or vacate an arbitration award. On appeal, the plaintiff claims that the court improperly concluded that (1) the arbitrator's award did not exceed the scope of submission by awarding noncontractual relief, (2) the arbitrator did not manifestly disregard the law by ignoring undisputed contract provisions that limited damages and disclaimed warranties, and (3) the award did not violate public policy because it did not arise from the unauthorized practice of law. We disagree and, accordingly, affirm the judgment.

The record reveals the following facts and procedural history relevant to this appeal.[1] The plaintiff is a contract research organization (CRO)[2] that provides services to assist in the development of medical, pharmaceutical or biotechnical products. The defendant is a biotechnology company that specializes in the research and sale of antifreeze proteins.[3] Antifreeze proteins are specific proteins, glycopeptides and peptides made by different organisms to allow cells to survive in subzero conditions.

Beginning in early 2018, the parties executed a series of contracts. Each of these contracts concerned a project focused on the purification of antifreeze proteins from fish serum, in which the plaintiff was to perform contract research services aimed at establishing a standard operating procedure to produce such antifreeze proteins. Given the experimental nature of contract research services, neither a CRO nor its client can define or predict the output of those services; therefore, to address the uncertainty, the parties adopted a "fee-for-service" contractual model. Under this contractual model, the CRO and the client negotiate prices for itemized services and use project completion "milestones," in which the client pays a percentage of the contract price at the commencement of a specific subset of services and the remaining amount on completion of all work required under the contract. The parties do not move to the next milestone in the contract until the first one is met.

The parties' first milestone of the initial contract (contract one) required the plaintiff to perform a small-scale trial of purification and, if that was successful, the second milestone of contract one required the development of a process to accomplish this purification on a larger scale. The defendant was required to pay 30 percent of the total cost for the project on commencement of the first milestone, and the remaining balance was due on its completion. At the completion of the first milestone, the defendant paid the plaintiff a total of $8500. The defendant was dissatisfied with the results

of the first milestone, however, and decided not to proceed with the second milestone of contract one.

After contract one was unsuccessful, the parties agree that, at some point in mid-2018, they entered into a second contract (contract two), which modified the purification process requested by the defendant in contract one. When the purification process of contract two failed to yield the anticipated results, the defendant was once again dissatisfied with the results and cancelled the contract. As the memorandum of decision noted, however, the following factual representations are disputed between the parties. The defendant claimed that the plaintiff, during its work on contract two, contaminated the antifreeze proteins it was testing and, as a result, the defendant lost a contract with one of its leading clients. From the defendant's standpoint, the parties' relationship then ended after it rejected a proposed third contract from the plaintiff and, instead, requested the return of all materials in the plaintiff's possession derived from the plasma the defendant had provided. The plaintiff had a different point of view. It believed that contract two had been amended to reinsert a purification process that was initially removed from contract two and that this change in process produced a successful yield of antifreeze proteins, which required the parties to proceed to the next milestone in the contract. The plaintiff also took the position that the parties entered into a third contract and that the defendant initiated and paid for the first milestone of that contract, but it refused to pay the invoice for additional work.

On June 9, 2020, the defendant demanded arbitration with the American Arbitration Association (association) under the terms of the parties' contracts. Paragraph 9 of each contract provides that "[d]isputes under this [a]greement shall be resolved exclusively by final and binding arbitration before a neutral arbitrator in accordance with the then-existing rules of the American Arbitration Association as applicable in the State of Connecticut." The demand requested damages incurred as a result of the plaintiff's performance under the contracts. The defendant specifically requested damages that included $45,200 that the defendant had paid to the plaintiff under the contracts, $13,500 for the estimated value of the original plasma the defendant provided to the plaintiff to jumpstart the purification efforts, $80,500 for the termination of the defendant's contract with its leading client, and $7095 for the loss of gross profits from sales the defendant had forgone as a result of the depletion of its inventory stemming from the plaintiff's failure to provide the necessary volume of product from purification. On June 30, 2020, the plaintiff filed a response to the defendant's demand disputing the defendant's claims and asserting defenses based on the limitation on liability term in the parties' contracts. The relevant provisions of contract one, as well as each

contract thereafter, stated that the plaintiff's services were performed without guarantees and with limits on the plaintiff's liability for damages arising from its services.[4] The plaintiff also counterclaimed for $10,589.96 in damages for unpaid invoices.

On August 26, 2020, the arbitration hearing took place before an arbitrator who was agreed upon by the parties. Neither party was represented by an attorney at that hearing. The plaintiff was represented by its president, Yelena Sheptovitsky, and the defendant was represented by its president, Elliot Entis.

On September 4, 2020, the arbitrator issued a decision awarding the defendant $66,345 in damages, and he declined to award any damages to the plaintiff. In that decision, the arbitrator stated in relevant part: "This [a]ward is in full settlement of all claims and counterclaims submitted to this [a]rbitration. All claims not expressly granted herein are hereby denied." The defendant subsequently sought clarification of the award regarding its request that the arbitrator order the plaintiff to return the fish plasma inventory that the plaintiff retained. The arbitrator responded that he incorporated the value of the unreturned materials into the damages awarded to the defendant and, therefore, denied the defendant's request. The plaintiff did not make any requests to the arbitrator to clarify or articulate the award.

On October 2, 2020, the plaintiff filed an application to modify or vacate the arbitration award.[5] The trial court conducted a hearing on February 8, 2021, and issued a memorandum of decision on June 7, 2021, denying the plaintiff's application. With regard to the plaintiff's claim that the arbitrator went beyond the scope of the submission, the court concluded that the record is "unclear on how the arbitrator actually construed or applied the limitation of liability provisions," and, therefore, the court could not definitively determine whether the award was beyond the scope of the submission. With regard to the plaintiff's manifest disregard of the law claim, the court similarly concluded that the record and arbitration award did not definitively demonstrate that the arbitrator's decision was " 'manifestly, obviously and indisputably wrong.' " The court specifically concluded that "[t]here [was] nothing in the record to clearly establish that the arbitrator awarded what the plaintiff describes as being prohibited damages because the award does not explain what types of damages were awarded or how they were calculated." The court also concluded that the plaintiff's disagreement with the arbitrator's interpretation and application of the contract or his factual findings regarding the contract were insufficient to establish manifest disregard of the law. Last, with respect to the plaintiff's public policy claim, the court concluded that the plaintiff did not cite, nor was the court able to locate, any

Connecticut authority establishing a well-defined, dominant public policy that an arbitration award "must be voided and vacated when corporate entities pursue arbitration without legal representation, particularly when both corporate parties voluntarily participated in the arbitration without exception or complaint pursuant to an arbitration clause executed by them as part of a commercial transaction."[6] The court therefore denied the plaintiff's application to vacate the arbitration award,[7] and this appeal followed.

The principles governing our review of the plaintiff's claims on appeal are well established. "Judicial review of arbitral decisions is narrowly confined." (Internal quotation marks omitted.) *Harty* v. *Cantor Fitzgerald & Co.*, 275 Conn. 72, 80, 881 A.2d 139 (2005). "Because we favor arbitration as a means of settling private disputes, we undertake judicial review of arbitration awards in a manner designed to minimize interference with an efficient and economical system of alternative dispute resolution. . . . Furthermore, in applying this general rule of deference to an arbitrator's award, [e]very reasonable presumption and intendment will be made in favor of the [arbitration] award and of the arbitrators' acts and proceedings. . . . When the parties agree to arbitration and establish the authority of the arbitrator through the terms of their submission, the extent of our judicial review of the award is delineated by the scope of the parties' [arbitration] agreement. . . . This is because [a]rbitration is a creature of contract and the parties themselves, by the terms of their submission, define the powers of the arbitrators." (Citations omitted; internal quotation marks omitted.) *Blondeau* v. *Baltierra*, 337 Conn. 127, 152–53, 252 A.3d 317 (2020). Thus, the standard of review of the claims in the present case is dependent on whether the submission to the arbitrator was restricted or unrestricted. See id., 153.

"A restricted submission, which expressly restrict[s] the breadth of the issues [to be resolved by the arbitrator], reserv[es] explicit rights, or condition[s] the award on court review, is subject to de novo review." (Internal quotation marks omitted.) Id. By contrast, an unrestricted submission to the arbitrator is considered "final and binding; thus the courts will not review the . . . award for errors of law or fact." (Internal quotation marks omitted.) Id. "Where the submission does not otherwise state, the arbitrators are empowered to decide factual and legal questions and an award cannot be vacated on the grounds that . . . the interpretation of the agreement by the arbitrators was erroneous. Courts will not review the evidence nor, where the submission is unrestricted, will they review the arbitrators' decision of the legal questions involved." (Internal quotation marks omitted.) Id., 153–54.

In the present case, we concur with the trial court's

conclusion that the arbitration submission was unrestricted. The arbitration clauses of the parties' contracts state that "[d]isputes under this [a]greement shall be resolved exclusively by final and binding arbitration before a neutral arbitrator in accordance with the then-existing rules of the American Arbitration Association as applicable in the State of Connecticut." The plaintiff argues that the submission to arbitration was restricted because the arbitration provisions were limited to "disputes under" the contracts, rather than "any and all disputes between the parties" or "disputes related" to the contracts. The plaintiff's attempt to characterize the broad language used in the arbitration clauses as restrictive, however, does not make it so. The arbitration provision language in the parties' contracts does not limit the breadth of issues before the arbitrator, reserve explicit rights, or condition the award on court review. See *Blondeau* v. *Baltierra*, supra, 337 Conn. 153–54. Therefore, the submission to the arbitrator was unrestricted.

"Even in the case of an unrestricted submission, we have . . . recognized three grounds for vacating an award: (1) the award rules on the constitutionality of a statute . . . (2) the award violates clear public policy . . . [and] (3) the award contravenes one or more of the statutory proscriptions of [General Statutes] § 52-418." (Internal quotation marks omitted.) *Harty* v. *Cantor Fitzgerald & Co.*, supra, 275 Conn. 81. The only statutory proscription relevant to our discussion is found in § 52-418 (a) (4) and provides that a judge shall vacate an arbitration award "if the arbitrators have *exceeded their powers* or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made." (Emphasis added.) Our Supreme Court has stated that "a claim that the arbitrators have exceeded their powers may be established under § 52-418 in either one of two ways: (1) the award fails to conform to the submission, or, in other words, falls outside the scope of the submission; or (2) the arbitrators manifestly disregarded the law." (Internal quotation marks omitted.) *Harty* v. *Cantor Fitzgerald and Co.*, supra, 85.

The plaintiff claimed to the trial court, and to this court on appeal, that the arbitration award in the present case must be vacated because it violates § 52-418 (a) (4) in that (1) the award was beyond the scope of the submission and (2) the arbitrator manifestly disregarded the law; the plaintiff also claims that (3) the award violates public policy. Because this case implicates both a challenge under public policy and statutory proscription grounds, "[w]e review the trial court's decision with regard to each ground de novo." *Toland* v. *Toland*, 179 Conn. App. 800, 810, 182 A.3d 651, cert. denied, 328 Conn. 935, 183 A.3d 1174 (2018).

The plaintiff first claims that the court improperly denied its application to vacate the arbitration award when it concluded that the arbitrator's award was not beyond the scope of the submission. The plaintiff argues that the arbitrator was empowered to award relief only under the contracts but that the arbitrator nevertheless awarded noncontractual relief in violation of § 52-418 (a) (4). The defendant argues in response that, because the arbitration provisions in the contracts are devoid of any restrictive language, the submission was unrestricted and the court correctly evaluated whether the arbitrator's findings and award fell outside the scope of the submission. We agree with the defendant.

"The standard for reviewing a claim that the award does not conform to the submission requires what [our Supreme Court has] termed in effect, de novo judicial review. . . . The de novo label in this context means something very different from typical de novo review because review under this standard and in this setting is limited to a comparison of the award to the submission. Our inquiry generally is limited to a determination as to whether the parties have vested the arbitrators with the authority to decide the issue presented or to award the relief conferred. With respect to the latter, we have explained that, as long as the arbitrator's remedies were consistent with the agreement they were within the scope of the submission. . . . In making this determination, the court may not engage in fact-finding by providing an independent interpretation of the contract, but simply is charged with determining if the arbitrators have ignored their obligation to interpret and to apply the contract as written. . . . [S]ee also *AFSCME*, *Council 4*, *Local 2663* v. *Dept. of Children & Families*, 317 Conn. 238, 252 n.8, 117 A.3d 470 (2015) (although [our Supreme Court] has stated that a court's review of an arbitration award is in effect, de novo judicial review, this means only that we draw our own conclusions regarding whether an arbitration award conforms to the submission . . .)." (Citations omitted; internal quotation marks omitted.) *Blondeau* v. *Baltierra*, supra, 337 Conn. 155–56.

For this court "[t]o justify vacating an award on the ground that the award exceeds the scope of the submission, we must determine that the award *necessarily* falls outside the scope of the submission. . . . [S]ee also *United Paperworkers International Union, AFL-CIO* v. *Misco, Inc.*, 484 U.S. 29, 38, 108 S. Ct. 364, 98 L. Ed. 2d 286 (1987) (as long as the arbitrator is even arguably construing or applying the contract and acting within the scope of his authority, that a court is convinced he committed serious error does not suffice to overturn his decision); *AFSCME*, *Council 4*, *Local 1303-325* v. *Westbrook*, 309 Conn. 767, 780, 75 A.3d 1 (2013) (It is not [the court's] role to determine whether the arbitrator's interpretation of the collective bar-

gaining agreement was correct. It is enough to uphold the judgment of the court, denying the [union's] application to vacate the award, that such interpretation was a good faith effort to interpret the terms of the collective bargaining agreement. . . .)." (Citation omitted; emphasis in original; internal quotation marks omitted.) *Blondeau* v. *Baltierra*, supra, 337 Conn. 156.

Specifically, "[t]he question for this court is not whether the arbitrator decided the issues correctly but only whether the issues were submitted for [him] to decide. In determining whether an arbitrator has exceeded the authority granted under the contract, a court cannot base the decision on whether the court would have ordered the same relief, or whether . . . the arbitrator correctly interpreted the contract. The court must instead focus on whether the [arbitrator] had authority to reach a certain issue . . . . [A]s long as the arbitrator is even arguably construing or applying the contract and acting within the scope of the authority, the award must be enforced. The arbitrator's decision cannot be overturned even if the court is convinced that the arbitrator committed serious error. . . . [A]s long as the arbitrator's remedies were consistent with the agreement they were within the scope of the submission. . . . [T]he court may not engage in fact-finding by providing an independent interpretation of the contract, but simply is charged with determining if the arbitrators have ignored their obligation to interpret and to apply the contract as written. . . . [S]ee also *Stratford* v. *International Assn. of Firefighters*, *AFL-CIO*, *Local 998*, 248 Conn. 108, 116, 728 A.2d 1063 (1999) (it is the arbitrator's judgment that was bargained for and contracted for by the parties, and we do not substitute our own judgment merely because our interpretation of the agreement or contract at issue might differ from that of the arbitrator)." (Citations omitted; internal quotation marks omitted.) *Blondeau* v. *Baltierra*, supra, 337 Conn. 158–59.

In the present case, from the plaintiff's perspective, the contracts had clear and unequivocal provisions that limited damages to the amounts the parties paid under the contracts and disclaimed all warranties. See footnote 4 of this opinion. Specifically, the plaintiff argues that the arbitrator's award included damages amounting to $21,145 for materials under the contracts but that the materials under the contract were only valued at $13,500 with no other evidence to contradict this value. The plaintiff also claims that the arbitrator had no basis in the contracts for awarding the value of the property as damages, regardless of what that value was determined to be, because paragraph 12 of the contracts stated that the plaintiff's liability "will not exceed fees paid for services," which, the plaintiff argues, cannot be read to include the value of materials as damages. Finally, the plaintiff argues that paragraph 5 of the contracts specifically addresses the defendant's property

but does not create any contractual rights or obligations concerning the return of the defendant's property and, therefore, should not have been addressed by the arbitrator or included in the award.[8] Thus, the plaintiff argues that the arbitrator's award of damages exceeding the amount paid under the contracts cannot be reconciled with these provisions and, therefore, the arbitration award was beyond the scope of the submission. These arguments are unpersuasive in light of our governing case law.

The broad, unrestricted language of the arbitration submission gave the arbitrator the authority to resolve "[d]isputes under this [a]greement." Here, the arbitration award is clear that it was in "full settlement of all claims and counterclaims submitted in this [a]rbitration," which included the defendant's claims under the parties' agreements. The plaintiff's real complaint is not that the arbitrator failed to address the claims submitted to him but that he resolved them incorrectly by misconstruing the parties' agreements. As previously noted, such a claimed error cannot be the basis to vacate an arbitration award for failing to conform to the submission. Thus, the plaintiff has failed to show that the arbitration award was beyond the scope of the submission.

II

The plaintiff next argues that the court improperly denied its application to vacate the arbitration award when it concluded that the arbitrator did not manifestly disregard the law in rendering the arbitration award. On appeal, the plaintiff claims that the arbitrator manifestly disregarded applicable law when he awarded breach of warranty damages despite the contractual warranties provisions and awarded damages in excess of the limitations of liability provisions in the contracts. The defendant argues in response that the court properly denied the application to vacate on manifest disregard of the law grounds because the arbitration award, on its face, does not show a readily and instantly perceivable error because the award does not provide an itemized breakdown of the damages award. The defendant also argues that, even if this court were to find that the arbitrator incorrectly interpreted the contract provisions, a reviewing court cannot supplant the arbitrator's interpretation of a contract for its own. We agree with the defendant.

"Manifest disregard of the law is an extremely deferential standard of review. [T]he manifest disregard of the law ground for vacating an arbitration award is narrow and should be reserved for circumstances of an arbitrator's extraordinary lack of fidelity to established legal principles. . . . This level of deference is appropriate because the parties voluntarily have chosen arbitration as a means to resolve their legal dispute. . . . As an essential component of that choice, they have

agreed to bypass the usual adjudicative apparatus, including its conventional appellate features, for the advantages that accompany private arbitration. To borrow a phrase from the marriage ceremony, that choice is made for better or for worse, which, in this context, means that the arbitrator's decision is final and binding unless it is manifestly, obviously, and indisputably wrong. Review by a judicial authority is not forfeited entirely, but it is conducted under a different and far less rigorous level of scrutiny." (Citations omitted; internal quotation marks omitted.) *Blondeau* v. *Baltierra*, supra, 337 Conn. 161.

In order for the plaintiff to prove that the arbitrator manifestly disregarded the law under this "highly deferential standard"; *Harty* v. *Cantor Fitzgerald & Co.*, supra, 275 Conn. 102; it must prove three elements: "(1) the error was obvious and capable of being readily and instantly perceived by the average person qualified to serve as an arbitrator; (2) the [arbitrator] appreciated the existence of a clearly governing legal principle but decided to ignore it; and (3) the governing law alleged to have been ignored by the [arbitrator] is [well-defined], explicit, and clearly applicable." (Internal quotation marks omitted.) *Blondeau* v. *Baltierra*, supra, 337 Conn. 162.

Further, "[t]he deference owed to the arbitrator's decision is not defeated, even if the losing party's preferred interpretation finds substantial support upon a close analysis of the controlling legal principles at issue. In other words, the plaintiff does not satisfy the manifest disregard standard simply by persuading us that the arbitrator misinterpreted [a contractual provision]. See *State* v. *Connecticut State Employees Assn., SEIU Local 2001*, [287 Conn. 258, 281, 947 A.2d 928 (2008)] ('even if the arbitrator's decision constitutes a misapplication of the relevant law, we are not at liberty to set aside an [arbitrator's] award because of an arguable difference regarding the meaning or *applicability* of laws' . . .); *Garrity* v. *McCaskey*, [223 Conn. 1, 11–12, 612 A.2d 742 (1992)] ('[W]e do not review an arbitrator's decision merely for errors of law . . . . Even if the arbitrators were to have misapplied the [applicable law], such a misconstruction of the law would not demonstrate the arbitrators' egregious or patently irrational rejection of clearly controlling legal principles.')." (Emphasis in original; footnote omitted.) *Blondeau* v. *Baltierra*, supra, 337 Conn. 167.

In the present case, the plaintiff's claim that the arbitration award reflected a manifest disregard of the law must fail because the plaintiff has not articulated a clearly governing legal principle that the arbitrator appreciated and ignored. The plaintiff's claim rests solely on whether its interpretation of the contractual provisions is the better or more correct interpretation than that of the arbitrator. The plaintiff's argument pre-

sents a question of contract interpretation that this court cannot address on appeal because we cannot review the record for errors or misapplication of law. See id.; *State* v. *Connecticut State Employees Assn., SEIU Local 2001*, supra, 287 Conn. 281; *Garrity* v. *McCaskey*, supra, 223 Conn. 11–12. Here, the arbitration submission provided the arbitrator with the authority to hear disputes under the contract. The arbitrator did just that and issued an award. Because there is nothing in the award to indicate that the arbitrator appreciated governing legal principles and chose to ignore them, the plaintiff's manifest disregard of the law claim fails.

III

The plaintiff's third and final claim on appeal is that the court improperly denied its application to vacate when it concluded that the arbitration proceedings did not violate public policy prohibiting the unauthorized practice of law. The plaintiff contends that the arbitration proceeding violated that public policy because neither party was represented by an attorney during the proceedings before the arbitrator but, rather, both were represented by corporate officers. Specifically, the plaintiff argues that General Statutes § 51-88[9] and Practice Book § 2-44A (a)[10] establish a well-defined public policy in Connecticut that prohibits self-representation of a corporate party in arbitration proceedings. The defendant counters that there is no well-defined and dominant public policy in Connecticut that explicitly prohibits representation of a corporation by the corporation's president or other officer in arbitration proceedings. We agree with the defendant.

Our Supreme Court has recognized that, even in the case of an unrestricted submission, an arbitration award may be vacated if the award violates clear public policy. See *Garrity* v. *McCaskey*, supra, 223 Conn. 6. Such challenges are "premised on the fact that the parties cannot expect an arbitration award approving conduct which is illegal or contrary to public policy to receive judicial enforcement any more than parties can expect a court to enforce such a contract between them. . . . When a challenge to the arbitrator's authority is made on public policy grounds, however, the court is not concerned with the correctness of the arbitrator's decision but with the lawfulness of enforcing the award. . . . Accordingly, the public policy exception to arbitral authority should be *narrowly construed* and [a] court's refusal to enforce an arbitrator's interpretation of [a contract] is limited to situations where the contract as interpreted would violate some explicit public policy that is well-defined and dominant, and is to be ascertained by reference to the laws and legal precedents and not from general considerations of supposed public interests. . . . The party challenging the award bears the burden of proving that illegality or conflict with public policy is clearly demonstrated. . . . Therefore,

given the narrow scope of the public policy limitation on arbitral authority, the plaintiff can prevail in the present case only if it demonstrates that the [arbitrator's] award *clearly* violates an established public policy mandate." (Emphasis added; internal quotation marks omitted.) *State* v. *AFSCME, Council 4, Local 387, AFL-CIO*, 252 Conn. 467, 474–75, 747 A.2d 480 (2000).

The question of whether an arbitral award implicates and violates public policy is subject to plenary review. See *LaSalla* v. *Doctor's Associates, Inc.*, 278 Conn. 578, 586, 898 A.2d 803 (2006); *DeRose* v. *Jason Robert's, Inc.*, 191 Conn. App. 781, 806, 216 A.3d 699, cert. denied, 333 Conn. 934, 218 A.3d 593 (2019). "Where there is no clearly established public policy against which to measure the propriety of the arbitrator's award, there is no public policy ground for vacatur. If, on the other hand, it has been determined that an arbitral award does implicate a clearly established public policy, the ultimate question remains as to whether the award itself comports with that policy. . . . [W]here a party challenges a consensual arbitral award on the ground that it violates public policy, and where that challenge has a legitimate, colorable basis, [plenary] review of the award is appropriate in order to determine whether the award does in fact violate public policy." (Internal quotation marks omitted.) *State* v. *AFSCME, Council 4, Local 387, AFL-CIO*, supra, 252 Conn. 475–76; see also *State* v. *AFSCME, Council 4, Local 391*, 125 Conn. App. 408, 419, 7 A.3d 931 (2010) (trial court properly vacated arbitral award at issue when reinstatement of grievant as correctional officer would frustrate state's strong public policy against workplace sexual harassment); *Board of Police Commissioners* v. *Stanley*, 92 Conn. App. 723, 740, 887 A.2d 394 (2005) (trial court properly vacated arbitration award on basis of public policy against inappropriate behavior by police officer on and off duty, and against implied municipal endorsement of such conduct).

When reviewing a claim that an arbitration award violates public policy, our Supreme Court has established a two step analysis. *Stratford* v. *AFSCME, Council 15, Local 407*, 315 Conn. 49, 56, 105 A.3d 148 (2014). "First, the court must determine whether an explicit, well-defined and dominant public policy can be identified." (Internal quotation marks omitted.) Id. In making this determination, the court looks to "statutes, administrative decisions, and case law to determine the existence of public policy." Id. Second, if the court finds that there is a well-defined and dominant public policy, the court must next consider the specific facts and circumstances to determine if the relevant public policy was in fact violated. See id., 58.

In the present case, we conclude that the plaintiff has failed to meet its burden to show that the arbitration award conflicts with public policy because there is no

well-defined and dominant public policy that only licensed attorneys can represent corporate parties in arbitration proceedings in Connecticut. Rule R-26 of the association's Commercial Arbitration Rules and Mediation Procedures, which governs representation in arbitration proceedings in this state, clearly provides that "[a]ny party may participate without representation (pro se), or by counsel or any other representative of the party's choosing, unless such choice is prohibited by applicable law." Thus, as long as there is no applicable law prohibiting it, any party, including a corporation, may participate in arbitration proceedings with whatever representation it chooses.

In the context of judicial proceedings, this court has recognized that "[t]he authorization to appear [as a self-represented party] is limited to representing one's own cause, and does not permit individuals to appear . . . in a representative capacity. In Connecticut, a corporation may not appear pro se. . . . A corporation may not appear by an officer of the corporation who is not an attorney." (Internal quotation marks omitted.) *Purtill* v. *Cook*, 197 Conn. App. 22, 30, 231 A.3d 245 (2020). At the same time, the plaintiff has provided insufficient authority to meet the burden necessary to demonstrate that this precedent has been extended to the representation of corporate parties in arbitration proceedings. The lack of such authority is fatal to the plaintiff, which bears the burden of demonstrating that a clearly established, well-defined and dominant public policy requires vacatur of the arbitration award. See *State* v. *AFSCME*, *Council 4*, *Local 387*, *AFL-CIO*, supra, 252 Conn. 475.

Although the plaintiff is correct that the prohibition against self-representation of corporate parties is clearly defined and established in the context of judicial proceedings; see *Purtill* v. *Cook*, supra, 197 Conn. App. 30; it is less clear that Connecticut law prohibits self-representation of corporate parties in arbitration proceedings.[11] In the absence of any Connecticut appellate authority specifically so holding, the plaintiff, primarily in its reply brief, relies on various statutory provisions and rules of practice from which it argues we can infer that prohibition. The plaintiff addresses first the definitional section of Practice Book § 2-44A (a) (4), which provides in relevant part that the practice of law includes "[r]epresenting any person in a . . . formal dispute resolution process," and subsection (6), which notes that a person includes, inter alia, a corporate entity. Because there is no explicit exception that specifically permits persons to act as agents or representatives for a corporate party in domestic arbitrations, as there is for international arbitrations under § 51-88 (d) (3)[12] and for individuals participating in labor arbitrations pursuant to Practice Book § 2-44A (b) (4), the plaintiff contends that "it must be *presumed* that the drafters of these provisions intentionally declined to

create a broader exception for [self-representation of corporate entities in] all arbitrations." (Emphasis added.) Finally, the plaintiff references the criminal and civil penalties pursuant to § 51-88 (b) (1) and Practice Book § 2-44A (h) to underscore the important public policy underlying the unauthorized practice of law.

Our difficulty with the plaintiff's contentions lies in our precedent which contemplates that the public policy must be not only clear, well-defined and dominant but implicate the award itself. See, e.g., *Board of Police Commissioners* v. *Stanley*, supra, 92 Conn. App. 741; see also *Groton* v. *United Steelworkers of America*, 254 Conn. 35, 36–37, 757 A.2d 501 (2000) (trial court properly determined that arbitrator's award reinstating employee who embezzled from former employer violated public policy); *State* v. *AFSCME, Council 4, Local 387, AFL-CIO*, supra, 252 Conn. 478, (finding that award reinstating correction officer who made harassing, racist telephone calls to state legislator while on duty violated public policy because conduct violated criminal statute and employment regulations of Department of Correction); *South Windsor* v. *South Windsor Police Union*, 41 Conn. App. 649, 654, 677 A.2d 464 (finding award that reinstated police officer who deliberately revealed identity of confidential informant violated public policy), cert. denied, 239 Conn. 926, 683 A.2d 22 (1996); *State* v. *Council 4, AFSCME*, 27 Conn. App. 635, 641, 608 A.2d 718 (1992) (trial court properly determined that arbitrator's award reinstating employee who misappropriated state funds violated public policy).[13] In the present case, there is no claim that the award violated public policy. Nor is there any claim that the arbitrator violated public policy in how he rendered the award. Instead, the plaintiff seeks to vacate an award on the basis of an alleged violation of public policy in which it in fact engaged. Here, we emphasize that both corporate parties voluntarily participated in the arbitration and were represented by their respective corporate presidents. Furthermore, the plaintiff did not raise any objection or complaint related to this issue until the arbitrator ruled against it. We fail to see how public policy is served by allowing a disappointed party the opportunity to object to an arbitration award on the basis of a procedure in which it willingly participated.

On the basis of our review of the relevant statutory authority, rules of practice and decisional law of this state, we conclude that the plaintiff has failed to establish a clear, well-defined and dominant policy against the self-representation of corporate parties in arbitration proceedings that would warrant vacating an award that is otherwise beyond challenge. This is especially so when the party challenging the award engaged in that very same conduct and raised no objection to such conduct during the arbitration proceeding. The court, therefore, properly denied the plaintiff's application to modify or vacate the arbitration award.

The judgment is affirmed.

In this opinion the other judges concurred.

[1] We note that a portion of the facts that gave rise to these claims, as presented by the parties to the trial court and to this court on appeal, remain disputed. However, because factual findings of the arbitrator "are not subject to judicial review"; *Burr Road Operating Co. II, LLC* v. *New England Health Care Employees Union, District 1199*, 316 Conn. 618, 638, 114 A.3d 144 (2015); neither the trial court nor this court can review the record to make our own independent findings with respect to disputed questions of fact. Furthermore, to the extent the arbitrator failed to make factual findings pertinent to the analysis in this case, we are not free to supplement the record with factual findings of our own. See *State* v. *Connecticut Employees Union Independent*, 322 Conn. 713, 726 n.12, 142 A.3d 1122 (2016). Instead, "[e]very reasonable presumption and intendment will be made in favor of the award and of the arbitrator's acts and proceedings." (Internal quotation marks omitted.) *Harty* v. *Cantor Fitzgerald & Co.*, 275 Conn. 72, 88–89, 881 A.2d 139 (2005).

[2] A CRO is a company retained by another company to perform clinical trials, most commonly for pharmaceutical, biotechnology and medical device industries.

[3] As explained by the trial court in its memorandum of decision, "[a]nti-freeze proteins are used in the medical field to aid in laboratory procedures designed to preserve live cells, tissues, and organs stored in cold conditions."

[4] Specifically, paragraphs 11 and 12 of the parties' contracts state:

"11. WARRANTIES. Contract research services are provided 'as is' without any warranties of any kind. Except as provided in the terms and conditions of Quote, [the plaintiff] hereby disclaims all warranties, whether express, implied, or statutory, regarding the services, the project deliverables, including any warranties of fitness for a particular purpose and non-infringement of third party rights.

"12. LIMITATION OF LIABILITY. In no event will [the plaintiff] be liable for any consequential, indirect, exemplary, special, or incidental damages, including any lost profits, arising from or relating to the services even if [the plaintiff] has been advised of the possibility of such damages. [The plaintiff's] total cumulative liability in connection with the services will not exceed the fees paid for the services. One or more claims will not enlarge this limit."

[5] The plaintiff's application to vacate, modify, or correct the arbitration award requested the following relief:

"(1) [v]acate the award under General Statutes § 52-418 (a) (1) because it was procured by the defendant's submission of a fraudulent exhibit on a central issue of the case;

"(2) vacate the award under . . . § 52-418 (a) (4) because (a) the arbitrator exceeded the scope of the submission by issuing a noncontractual remedy, (b) the arbitrator manifestly disregarded the parties' contract by awarding damages exceeding the unambiguous and uncontested limitation of liability provision, and (c) the arbitrator manifestly disregarded the [parties'] contract by ignoring the disclaimer of warranties provision;

"(3) vacate the award as it violates public policy in that it was procured pursuant to the unauthorized practice of law; or

"(4) modify or correct the award because there was a clear error in the arbitrator's calculation of damages."

During oral arguments before the trial court, the plaintiff also argued that "the arbitration was a restricted one in that the arbitration provision is limited to disputes, quote, under the agreement, end quote." Nevertheless, the court concluded in its memorandum of decision that the arbitration submission was unrestricted.

[6] In the plaintiff's application to vacate the arbitration award, the plaintiff also claimed that the defendant submitted a fraudulent document to the arbitrator. In this appeal, the plaintiff does not challenge the court's finding that there was no evidence of fraud. Before the trial court, the plaintiff also asserted a claim that the arbitrator's award should be corrected pursuant to General Statutes § 52-419 (a) (1) because there was a miscalculation in the damages award for the defendant. The plaintiff does not challenge on appeal the court's decision to decline modification of the award on the basis that a miscalculation was not evident on the face of the award.

[7] On June 17, 2021, the defendant filed an application to confirm the award, in which it also sought an award of attorney's fees. The plaintiff filed an objection to the defendant's request for attorney's fees but acknowledged

that, short of appeal, the plaintiff could not contest the basis for confirming the award in light of the court's decision on its application to vacate. The court heard oral argument and granted the defendant's application to confirm but denied the request for attorney's fees and interest on the award.

[8] Paragraph 5 of each contract states in relevant part: "[The plaintiff] agrees that all . . . materials . . . provided to [the plaintiff] by [the defendant] hereunder . . . are the sole property of [the defendant]."

[9] General Statutes § 51-88 provides in relevant part: "(a) Unless a person is providing legal services pursuant to statute or rule of the Superior Court, a person who has not been admitted as an attorney under the provisions of section 51-80 or, having been admitted under section 51-80, has been disqualified from the practice of law due to resignation, disbarment, being placed on inactive status or suspension, shall not: (1) Practice law or appear as an attorney-at-law for another in any court of record in this state, (2) make it a business to practice law or appear as an attorney-at-law for another in any such court . . . or (8) otherwise engage in the practice of law as defined by statute or rule of the Superior Court. . . .

"(d) The provisions of this section shall not be construed as prohibiting . . . (2) any person from practicing law or pleading at the bar of any court of this state in his or her own cause . . . ."

[10] Practice Book § 2-44A (a) provides in relevant part: "The practice of law is ministering to the legal needs of another person and applying legal principles and judgment to the circumstances or objectives of that person. This includes, but is not limited to . . . (4) [r]epresenting any person in a court, or in a formal administrative adjudicative proceeding or other formal dispute resolution process or in any administrative adjudicative proceeding in which legal pleadings are filed or a record is established as the basis for judicial review. . . ."

[11] Although the plaintiff cites to several cases from other states as precedent to support its argument that self-representation of a corporation is prohibited in arbitration proceedings, we reiterate that Rule R-26 of the association's Commercial Arbitration Rules and Mediation Procedures provides in relevant part that "[a]ny party may participate without representation (pro se), or by counsel or any other representative of the party's choosing, unless such choice is prohibited by applicable law." Because we are obligated to narrowly construe the public policy exception to arbitral authority; see *State* v. *AFSCME, Council 4, Local 387, AFL-CIO*, supra, 252 Conn. 474–75; we decline to predicate our analysis on such nonbinding cases from other jurisdictions. To do so would cast an unreasonably wide net to create a public policy provision that does not already exist in the statutory law, administrative decisions, or decisional law of this state.

[12] General Statutes § 51-88 provides in relevant part: "(d) The provisions of this section shall not be construed as prohibiting . . . (3) any person from acting as an agent or representative for a party in an international arbitration, as defined in subsection (3) of section 50a-101 . . . ."

[13] Like the plaintiff's claim of fraud, which was not pursued on appeal; see footnote 6 of this opinion; claims for procedural improprieties are asserted pursuant to General Statutes § 52-418 (a), which provides in relevant part: "Upon the application of any party to an arbitration, the superior court . . . shall make an order vacating the award if it finds any of the following defects: (1) If the award has been procured by corruption, fraud or undue means; (2) if there has been evident partiality or corruption on the part of any arbitrator; (3) if the arbitrators have been guilty of misconduct . . . ."