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This memorandum is uncorrected and subject to revision before
publication in the New York Reports.

No. 138 SSM 12
Life Receivables Trust,
Plaintiff,
v.
Goshawk Syndicate 102 at Lloyd's,
Respondent,
Life Settlement Corporation,
Doing Business as Peach Tree Life
Settlements,
Appellant.

Submitted by Israel Rubin, for appellant.
Submitted by Evan L. Smoak, for respondent.

MEMORANDUM:

The order of the Appellate Division should be affirmed
with costs. The certified question should not be answered as
unnecessary.

The Appellate Division properly concluded that the

scope and validity of the parties' arbitration agreement, including issues of arbitrability, are for the arbitration tribunal to determine (see Matter of Smith Barney Shearson v Sacharow, 91 NY2d 39, 45-47 [1997]; Contec Corp. v Remote Solution, Co., Ltd., 398 F3d 295, 211 [2d Cir 2005]). Although Hall St. Assoc., L.L.C. v Mattel, Inc. (552 US 576 [2008]) prohibits parties from expanding, by their own agreement, the scope of judicial review beyond that authorized by the Federal Arbitration Act, clear and unmistakable evidence exists in this case that the parties agreed to arbitrate questions of arbitrability, including whether the parties' arbitration agreement is invalid under Hall St. Assoc. or whether the apparently offending provision could be severed from the remainder of the agreement.

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On review of submissions pursuant to section 500.11 of the Rules, order affirmed, with costs, and certified question not answered upon the ground that it is unnecessary, in a memorandum. Chief Judge Lippman and Judges Ciparick, Graffeo, Read, Smith, Pigott and Jones concur.

Decided May 4, 2010