

People



Martin Domb

Partner, Litigation

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Martin Domb is a first chair trial and appellate lawyer serving businesses engaged in commercial and corporate litigation. Companies spanning many sectors retain him to handle high stakes, complex disputes, in courts and in arbitrations. His experience includes banking and finance, corporate and partnership disputes, customer/broker-dealer relations, contracts, and professional liability. He frequently represents foreign entities and governments involved in U.S.-based litigation.

As lead lawyer in jury and bench trials in federal and state courts throughout the United States, Martin has extensive experience in all phases of commercial and corporate litigation and in alternative dispute resolution. He has briefed and argued many appeals in the U.S. Court of Appeals and in the New York Appellate Division. He has served for many years as court-appointed mediator for the federal court in New York, and has served as attorney, arbitrator, and mediator before FINRA (and its predecessors, NASD Regulation and the New York Stock Exchange).

Notable Work

Helms-Burton Act – Cuba “Trafficking” Claims: Defended Visa Inc. on claims under this Act brought by an heir to the owners of extensive beachfront property in Cuba that was confiscated by Cuba in 1960, and on which several luxury hotels were later built. The claim was that Visa, as well as MasterCard and certain online hotel booking companies, derived commercial benefit from the use of the “confiscated” property and therefore were liable for statutory damages of at least the property’s entire current value. The district court dismissed the claims because the plaintiff did not “acquire” his claim by the date the Act was enacted in 1996, as the Act requires, holding that “acquires” includes passive acquisitions such as by inheritance. The Third Circuit affirmed. *Glen v. TripAdvisor LLC*, 529 F. Supp. 3d 316 (D. Del. 2021), *aff’d*, 2022 WL 3538221 (3d Cir. 2022).

Areas of Experience

Litigation
 Appellate
 Commercial Disputes
 Financial Institutions Commercial Litigation
 International Litigation and Arbitration
 Latin America and the Caribbean
 Professional Liability
 Financial Services
 Cuba
 Economic Sanctions and Export Controls

Education

J.D., Cornell Law School, 1978
 B.A., Princeton University, 1975

Admissions

Bars

New York

Courts

U.S. Supreme Court
 U.S. Court of Appeals, Second Circuit
 U.S. Court of Appeals, Sixth Circuit
 U.S. District Court, Eastern District of New York
 U.S. District Court, Southern District of New York

Languages

Spanish

Related Content

Akerman’s Cuba Team Authors *Chambers* Chapter
 December 05, 2024

Chambers Names Akerman “Law Firm of the Year”
 for Work in Cuban Market

Securities, Broker-Dealer Liability: Represented foreign investment companies in an action against a New York broker-dealer for failing to deliver certain oil payment warrants that were to accompany Nigerian bonds that our clients bought from the broker-dealer. After a 2014 federal court jury trial in New York – on issues concerning valuation of the warrants, the doctrine of impossibility, and statute of limitations – the jury awarded our clients the full amount requested; including pretrial interest, the judgment totaled just under \$12 million. *Clarex Ltd. v. Natixis Securities America, LLC*, No. 12 Civ. 7908, 2013 WL 6768067 (S.D.N.Y. Dec. 20, 2013), and 2013 WL 2631043 (S.D.N.Y. June 11, 2013) (pre-trial decisions on motions to dismiss and for summary judgment)

Foreign Sovereign Immunity: Represented ENARSA, an energy company wholly owned by the Republic of Argentina, in the defense against claims by bondholder judgment creditors of Argentina seeking to collect from ENARSA, as an alleged alter ego of Argentina, billions of dollars in judgments that plaintiffs had obtained against Argentina. The district judge held that ENARSA was not an alter ego, but rather an independent agency, which was entitled to sovereign immunity; it dismissed the complaint with leave to replead, and subsequently dismissed an amended complaint. *NML Capital, Ltd. v. Republic of Argentina*, 892 F. Supp. 2d 530 (S.D.N.Y. 2012)

Commerce Clause, Ferry User Fees: Represented a private ferry company and passengers in an action alleging that a vehicle and passenger fee imposed by a state port authority was excessive and violated the Commerce Clause of the U.S. Constitution. After a bench trial, the district judge held that the fee violated the constitution and issued a permanent injunction prohibiting the port authority from continuing to impose the excessive fee; the appeals court affirmed, and the Supreme Court denied the port authority's petition for certiorari. *Bridgeport and Port Jefferson Steamboat Co. v. Bridgeport Port Authority*, 566 F. Supp. 2d 81 (D. Conn. 2008), *aff'd*, 567 F.3d 79 (2d Cir. 2009), cert. denied, 558 U.S. 1114 (2010)

Civil RICO, Fraud: Represented the former coach of the 1996 Olympic figure skating gold medal winner, Oksana Baiul, and related business entities and individuals against claims by Baiul that our clients (among others) defrauded her out of tens of millions of dollars that Baiul supposedly earned from performances and endorsements during a several-year period following her gold medal-winning performance. The district judge dismissed all claims as time-barred; the Court of Appeals affirmed. *Baiul v. William Morris Agency, LLC*, 2014 WL 1804526 (S.D.N.Y. May 6, 2014), *aff'd*, 601 Fed. Appx. 58 (2d Cir. 2015) (summary order)

Bank Fraud, Forum Non Conveniens: Represented three foreign banks in claims by a U.S. bank arising from a \$300 million international bank fraud; the banks disputed their respective liability for the losses under international letters of credit. On our clients' motion, the district court dismissed the case based on the doctrine of forum non conveniens; after an expedited appeal, the U.S. Court of Appeals affirmed. *First Union National Bank v. Paribas*, 135 F. Supp. 2d 443 (S.D.N.Y. 2001), *aff'd*, 2002 WL 31267985 (2d Cir. 2002)

Arbitration: Represented a foreign bank in a dispute arising from an international commodity shipment. On our client's motion, the district court dismissed the case in favor of arbitration. *Conagra Foods, Inc. v. Caisse Regionale De Credit Agricole Mutel Du Nord*, 2002 WL 538849 (S.D.N.Y. 2002)

Cruise Ship Liability, Class Action: Represented a major cruise line in a proposed class action by passengers alleging that the cruise line's negligence caused an outbreak of respiratory illnesses; plaintiffs sought to certify a class of all passengers in multiple cruises and ships over a six-month period. The district court granted our client's motion for summary judgment dismissing all claims. *Petitt v. Celebrity Cruises, Inc.*, 153 F. Supp. 2d 240 (S.D.N.Y. 2001)

Consumer Protection Law, Deceptive Trade Practices: Represented a company that administers retirement plans for employees of school districts and other government entities against claims by a competitor, which alleged that our client deceptively marketed its services in violation of the New York consumer protection statute. The trial judge granted our client's motion to dismiss, and the Appellate Division unanimously affirmed the dismissal. *Benetech, Inc. v. Omni Financial Group, Inc.*, 116 A.D. 3d 1190 (3d Dep't 2014)

Bank Fraud, Trade Finance: Represented a bank on RICO and fraud claims arising from fraudulent cotton shipments as to which the bank provided international trade finance services. The district court granted our motion for summary judgment dismissing the claims; the U.S. Court of Appeals affirmed. *Thiagarajar Mills, Ltd. v. Thornton*, 47 F. Supp. 2d 918 (W.D. Tenn. 1999), *aff'd*, 242 F.3d 710 (6th Cir. 2001)

Lender Liability, RICO: Represented a bank in the defense against another bank's claims of lender liability and RICO arising from an allegedly false customer reference. After favorable pretrial rulings, including dismissal of the RICO claims, the case was settled. *China Trust Bank of New York v. Standard Chartered Bank*, 981 F. Supp. 282 (S.D.N.Y. 1997), and *China Trust Bank of New York v. Standard Chartered Bank*, 1998 WL 574391 (S.D.N.Y. 1998)

Corporate Control, Preliminary Injunction, Trademark: Represented 50 percent owners of a baby furniture business in an action by the other owners claiming breach of contract and trademark infringement and seeking TRO and preliminary injunction. After a bench trial, the district court granted judgment in our clients' favor; in an expedited appeal, the U.S. Court of Appeals affirmed. *Freedberg v. Landman*, 930 F. Supp. 851 (E.D.N.Y. 1996), *aff'd*, 112 F.3d 503 (2d Cir. 1996)

Promissory Notes, International Trade: Represented a U.S. finance company in an action to enforce promissory notes issued by Spanish companies. The district court granted judgment in our client's favor; the U.S. Court of Appeals affirmed. *A.I. Trade Finance, Inc. v. Altos Hornos de Vizcaya, S.A.*, 840 F. Supp. 271 (S.D.N.Y. 1993), *aff'd*, 41 F.3d 830 (2d Cir. 1994)

Personal Guarantee: Represented a foreign bank in a suit to collect under a personal guarantee of a corporate loan. The district court rejected numerous alleged defenses and granted our client's summary judgment motion; the U.S. Court of Appeals affirmed. *SNCB Corporate Finance Limited v. Schuster*, 877 F. Supp. 820 (S.D.N.Y. 1994), *aff'd*, 71 F.3d 406 (2nd Cir. 1995)

Insurance Coverage: Represented an insurer in an action involving a coverage dispute with a co-insurer; the case involved a wrongful death aboard a ship. The district court granted summary judgment in favor of our client; the U.S. Court of Appeals affirmed (except as to a small fraction of the judgment). *Institute for Shipboard Education v. Cigna Worldwide Insurance Co.*, 22 F.3d 414 (2d Cir. 1994)

Letter of Credit, Bank Negligence: Represented a Spanish company in a suit against a U.S. bank to collect under a letter of credit involving a shipment of goods to Iran. A federal court jury awarded our client the full amount of the claim, which the bank promptly paid. *General Cable Ceat, S.A. v. Futura Trading, Inc.*, 1983 WL 1156 (S.D.N.Y. 1983)

Published Work and Lectures

- *Chambers and Partners*, Litigation 2023 Trends and Developments, Co-Author, “Update on Helms-Burton Act Cuba ‘Trafficking’ Cases,” 2023
- *Law360*, Co-Author, “How Cos. With Cuba Ties Can Fight Helms-Burton Act Suits,” April 25, 2019
- *New York Law Journal*, Co-Author, “International Arbitration in New York and Miami,” March 31, 2014

Affiliations

- American Bar Association, Member
- New York State Bar Association, Member
- FINRA, Arbitrator and Mediator
- U.S. District Court, S.D.N.Y., Mediator