

Enforcement of arbitral awards in Switzerland: overview

Dr Urs Feller, Marcel Frey and Michaela Lemke
Prager Dreifuss AG

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ENFORCEMENT OF ARBITRAL AWARDS

Definitions and preliminary proceedings

1. What is the definition of an arbitral award in your jurisdiction for the purpose of enforcement proceedings?

In Switzerland, similarly to the situation regarding state judgments, there is no statutory definition of an arbitral award. An arbitral award can be any decision rendered by a privately convened body composed of one or several arbitrators nominated by the parties to a dispute to settle their matter finally out of a state court, and which decides in full or in part a procedural application or a substantive matter put before it by the parties.

2. Are decisions in preliminary/provisional proceedings recognised and enforceable?

Where the arbitral tribunal issues a partial award regarding a material matter (which disposes of some aspect of the dispute, whether due to material or procedural issues), and this part of the dispute is then ultimately settled, the partial award can be recognised and enforced while the unresolved questions remain pending between the parties.

Applicable conventions

3. What conventions is your jurisdiction a contracting party to?

Switzerland is a signatory state to the multinational New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (New York Convention). Switzerland ratified the New York Convention in 1965 and withdrew its reciprocity reservation in 1993. According to the Swiss Private International Law Act (PILA), all international arbitration awards are recognised and enforced under the New York Convention, regardless of whether the state at the seat of arbitration is a signatory member of the New York Convention or not.

Additionally, Switzerland has concluded several bilateral agreements with other contracting states on the issue of enforcement of international awards. Treaties have been concluded with, among others, Germany, the Principality of Liechtenstein, Austria, Spain, Italy and Sweden.

Enforcing awards

4. What is the applicable statutory framework for enforcement of awards?

Neither the awards by domestic arbitration tribunals nor their international counterparts can be enforced in Switzerland by the tribunals themselves. Since arbitral tribunals have no sovereign powers (these being reserved to the state), the parties requiring the enforcement of an award must seek relief from the state courts. In other words, a party benefitting from an international or domestic arbitration award which can be enforced against the respondent party in Switzerland, must make an application for recognition and enforcement with the local court in Switzerland. Most awards are complied with voluntarily.

The enforcement of arbitration awards in Switzerland is governed by either the Civil Procedure Code (CPC) or the Debt Enforcement and Bankruptcy Act (DEBA) depending on the content of the award. While non-monetary awards are enforced under the rules of the CPC, awards for a sum of money are enforced based on the DEBA.

The requirements for the enforcement of international arbitral awards are the same as for domestic arbitral awards and do not differ from the enforcement of local state court judgments or foreign judgments. The status of all four types of judgments is the same. There is no need for a preceding separate exequatur procedure (that is, a procedure to obtain a verdict of enforceability). Rather, the question of enforceability is dealt with as a preliminary question during the actual enforcement proceedings, both under the DEBA as well as under the CPC proceedings.

With regard to international awards, the applicable international conventions need to be consulted since treaty provisions on enforcement matters take precedence over national legislation.

5. What are the grounds for refusing enforcement?

Domestic awards

For domestic awards, which are enforced the same way as domestic state judgments, the competent enforcement court can refuse enforcement, if certain substantive or procedural objections are raised in a timely manner before the enforcement court.

Substantive objections are limited to arguments that the obligation due has in the meantime been performed or deferred, or that the obligation has lapsed due to the statute of limitations.

On the procedural front, the defendant resisting the enforcement of a domestic award can claim that a procedural requirement (that is, standing) has not been complied with.

At all times, including during enforcement proceedings, the defendant can claim the nullity of the award. This exception can be raised in case of severe deficiencies in the proceedings which effectually made it impossible for the respondent to take part in the arbitration proceedings. A further reason for nullity can be where the award has not been properly communicated to the respondent.

Arguments against substantive findings of the arbitral tribunal, which could have been raised during the arbitration proceedings or during the applicable local appeals proceedings, cannot be entertained by the Swiss enforcement judge.

International awards

The reasons for the refusal of enforcement of international awards are usually contained in the applicable international convention or the bilateral treaty applicable to the award in question.

As a rule, the defendant can apply for refusal of enforcement if service of the award was defective or if an appeal lodged against the award was granted suspensive effect by the competent appeal court. Furthermore, the defendant can claim that since the rendering of the award the claim has been satisfied (paid), or deferred or has become time barred.

Based on the New York Convention, which covers a multitude of international awards, a defendant can also request that enforcement be refused if the party can prove that any one of the following refusal grounds exist, therefore hindering the enforcement:

- **Incapacity and invalidity.** The conclusion of the arbitral agreement invoked was contrary to the law applicable to the contracting parties, or one or all of the contracting parties were legally incapable of concluding the arbitral agreement.
- **Violation of due process.** The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was unable to present its case.
- **Dispute outside of scope or wrong composition.** This is where:
 - the subject matter of the dispute adjudicated by the arbitral tribunal was not covered by the scope of the arbitration agreement; or
 - the composition of the arbitration tribunal contravened the agreement concluded by the parties on this matter; or
 - where no such agreement was concluded in advance, where the make-up of the arbitral tribunal was not in accordance with the law of the country at the seat of arbitration.

Note that the Swiss Federal Tribunal sets aside awards under this heading only if the composition of the tribunal was so manifestly unfair that a party's fundamental right to independent and unbiased justice was thwarted.

- **Non-binding award.** The arbitration award has, since it was rendered, been set aside or suspended by a competent authority in the jurisdiction in which it was made or under the law applicable to it (that is, in cases of two-stage arbitration proceedings with an upper arbitration body which reviews the award).

In addition to the above reasons that a party can invoke to halt enforcement, the court dealing with the enforcement application must, of its own accord, consider whether the following reasons can apply, leading to a potential refusal of an award:

- **No arbitrability.** The court at the place where enforcement is sought finds that the award dealt with a subject matter not capable of being settled by arbitration under its own laws.
- **Public policy violation.** The enforcement of the award would result in a legal consequence that would violate the public policy of the state in which enforcement is sought and would stand in fundamental contrast to the general public policy understanding in Switzerland, both from a procedural and a substantive point of view.

6. Is the enforcing court required to examine the refusal grounds during the enforcement proceedings ex officio?

With regard to domestic awards, the enforcement court must examine the enforceability of the award *ex officio*. This entails reviewing whether the award has been properly notified to the defendant, either during the main proceedings or at a later stage in writing by service of the reasoned award. Since the appeal against a domestic award (*Beschwerde ans Bundesgericht*) does not, as a rule, have suspensive effect, the enforcement court does not need to verify whether or not an appeal has been lodged. The same applies where the parties have agreed to first submit an appeal before the cantonal high court (*Beschwerde*). It too, as a rule, does not have suspensive effect.

International awards will only be refused enforcement if the defendant can demonstrate and evidence the refusal grounds described under *Question 5*. However, only the refusal reasons of lacking arbitrability and public policy violation must be examined *ex officio* by the enforcement court.

7. What is the effect of pending challenge proceedings in the foreign State where the decision is granted?

Challenging an award in the foreign state will not necessarily render an international award unenforceable in Switzerland. Since the enforcement court can only order the enforcement of a judgment or an award where such a decision is legally binding and the enforcement has not been suspended by a court, or where the decision is not yet legally binding but has been declared enforceable by the court, it will depend on the effect associated with the appeal under the applicable law as agreed by the parties, or subsidiary, under the *lex arbitri*, whether an award can be enforced in Switzerland despite such pending proceedings abroad.

According to the jurisprudence of the Federal Tribunal, an award will be considered binding if no ordinary appeal is possible against it. However, the mere fact that the applicable law permits an appeal against the award does not render an award unenforceable (*Article V (1), New York Convention*). Rather, only where the court seized with the appeal actually stays the award, will a Swiss enforcement judge be barred from recognising and enforcing, for the time being, the foreign award.

8. What types of arbitral awards are enforceable?

Money awards

Awards granting the applicant a pecuniary remedy are enforceable.

Awards containing injunctions ordering or prohibiting the doing of acts

Awards requiring the defendant to refrain from certain actions are enforceable.

Decisions or awards by arbitral tribunals (including emergency arbitrators) granting provisional measures

Interim relief awards by domestic as well as by international arbitration tribunals granting provisional measures (for example, conserving a factual situation or evidence, or ordering a third party to perform a certain action) are not directly enforceable in Switzerland if the defendant party does not comply with the measure voluntarily, since the arbitral tribunal has no state authority to actually ensure compliance. Therefore, the Civil Procedure Code (CPC) states that for domestic arbitrations, parties or the arbitral tribunal itself can approach the competent state court at the place of arbitration, or at the place of enforcement, with an application for the court to enforce an interim order issued by the arbitral tribunal.

In international arbitrations, the Swiss Private International Law Act (PILA) provisions grant the arbitration tribunal the right to approach the local Swiss enforcement court to enforce the tribunal's interim order. The Swiss enforcement court is entitled to modify a foreign interim measure so that it complies with the statutory catalogue of measures available under Swiss law. The enforcement court can, among other measures, order criminal sanctions in case of non-compliance (similar to a contempt of court sanction).

Declaratory awards

Declaratory awards, issued in accordance with the law applicable to the dispute subjected to arbitration, are recognisable but not enforceable in Switzerland for lack of concrete enforcement actions.

Other awards

9. Can parties seek to enforce only part of the award?

As long as the award lends itself to partial implementation, it is up to the applicant benefitting from the award to decide to what extent it wishes to enforce the award against the defendant (that is, requesting only partial payment of a monetary award).

10. Are any class of awards excluded from recognition and enforcement? If so, what types of awards?

If no refusal ground is apparent, any type of award can be recognised and enforced in Switzerland. As noted under *Question 5* above, certain types of relief granted in an international award can constitute a breach to the scope of arbitrability in the country in which recognition is sought (that is, in certain family and child matters). Further, the content of the award can violate the *ordre public* in Switzerland and therefore be qualified as unenforceable. However, a purely declaratory award cannot be enforced in Switzerland because there is nothing to enforce.

11. Will service that does not conform to the requirements of international treaties/regulations in force automatically result in a denial of the enforcement of a judgment/award/deed?

Incorrect or insufficient notice of the commencement of the arbitration proceedings can constitute a reason for denying enforcement (see *Question 5*). However, since such a contravention of the right to be heard or presenting one's case is considered a refusal reason that need not be examined by the enforcement court *ex officio*, there will be no automatic refusal if formalities of service have not been adhered to. Also, since the adequacy of notice is reviewed with a narrow scope, even upon application by the

defendant, there needs to be evidence of a grave deficiency in the proceedings to make the award unenforceable.

Further, if a defendant can show that the award was not duly served on him or her, he or she can apply for the enforcement application to be denied.

12. What methods of service are not acceptable against defendants domiciled in the State where enforcement is sought?

The parties are free to agree on the rules governing the arbitration proceedings and are therefore also at liberty to agree on the specific procedural rules concerning service. They can also choose an existing set of arbitration rules which address the issue of service. The frequently used ICC arbitration rules as well as the Swiss Rules issued by the Swiss Chambers' Arbitration Institution both provide that service to the parties be effected in writing.

The Civil Procedure Code (CPC) provides that for domestic arbitration proceedings an award becomes legally binding once notice of the award has been given to the parties. The method of giving notice is not prescribed by law but will in most instances take written form. The Swiss Private International Law Act (PILA) does not explicitly deal with the issue of service but indirectly requires proper service since the commencement of the appeal time period is dependent on the notification of the award to the parties.

Public policy

13. Which country's public policy applies? Does the court approach the issue differently depending on whether the award is a domestic or international award?

Domestic awards

A defendant cannot invoke public policy exceptions where enforcement of a domestic arbitration award is sought. Such a critique must be brought under the heading of arbitrariness.

International awards

Where the enforcement of international awards is sought, the Swiss enforcement court will also decide whether the award could breach Swiss public policy considerations. A review in substance is not permitted to the local enforcement court.

14. In which cases and against which awards has the principle of public policy generally been applied?

Only international awards can be refused enforcement based on the principle of public policy. In proceedings concerning domestic awards, the critique of an award for its content must be brought under the heading of arbitrariness.

International awards that have been denied enforcement in Switzerland can be divided into two categories:

- Denial due to procedural public policy concerns.
- Denial due to substantive public policy principles.

The former constitute cases in which the arbitration proceedings are seen to be so deficient and lacking in generally accepted principles that it would be tantamount to a travesty of justice to grant enforcement. Such reasons can be severe breaches of the right to be heard or the right to an impartial and independent arbitral tribunal. Lesser transgressions can only be contested based on Article V (1)(b) or (e) of the New York Convention.

The second category of cases pertains to awards that, due to their material content, are irreconcilable with Swiss notions of justice, such as awards with punitive damages elements or an excessive restriction of a party constituting a violation of its legal personality. In addition, awards that do not respect the legal notion of the binding character of contracts, behaving in good faith, the prohibition of an abuse of law or expropriation without compensation can be unenforceable.

ENFORCEMENT PROCEEDINGS

Procedure

15. What is the procedure for enforcing arbitral awards?

Domestic awards

Domestic awards are enforced under the same provisions as domestic state court judgments. The Civil Procedure Code (CPC) contains an express provision on their equal status. As noted under *Question 4*, depending on the decision's content, different proceedings are applicable, namely debt enforcement for monetary awards or CPC proceedings concerning non-monetary awards.

Ex parte or on notice. The proceedings following an application for enforcement are on notice. Enforcement is granted in summary proceedings. The defendant will be called by the court to make a short submission on the question of enforceability. The state court has the possibility of ordering protective measures before hearing the defendant, if such notification could seriously impede or defeat the enforcement application.

Applicable court. The applicant wishing for an award granting non-monetary relief to be enforced in Switzerland must make an application to the competent enforcement court at the place the applicant wishes for the award to be enforced, or at the place of residency/incorporation of the person against whom enforcement is sought. Since proceedings are summary, this will in most instances be a single court judge at the local district court.

Money awards are enforced by commencing debt enforcement proceedings with the local debt enforcement office and by the ensuing setting aside of opposition raised in the following court proceedings which, as a rule, take place at the place of residency of the Swiss debtor. Summary proceedings are also applicable here and the case is dealt with by a single court judge at the respective district court.

Limitation period. Under Swiss law, claims awarded by means of an arbitral award can be enforced within ten years from issuance even if the original limitation period for the claim was shorter.

Timing. Since enforcement proceedings are dealt with in summary proceedings and objections that the defendant can raise and the evidence he may adduce to this extent are limited, proceedings usually take from a few days to a few weeks, in most cases 20 to 90 days.

Court fees. The enforcement proceedings concerning monetary awards are governed by the statutory tariffs on debt enforcement and bankruptcy. The fees for the setting aside of proceedings, during which the domestic award is recognised, depend on the value of the award at stake. They range between a few hundred CHF to CHF2,000.

Court fees for the enforcement on non-monetary awards are dealt with in the cantonal court fee ordinances and may vary. In the Canton of Zurich, the fees for non-monetary summary proceedings range between a few hundred to several thousand CHF.

Recourse. In both the enforcement proceedings for monetary awards as well as for non-monetary awards, the decision by the single judge in summary proceedings can be brought before the cantonal High Court. Owing to the limited review possibilities, the enforcement judgments are not subject to the ordinary full appeal

(*Berufung*), but fall under the ambit of the narrower "objection" (*Beschwerde*). The High Court judgment can be appealed to the Federal Tribunal as third and last instance, provided the other requirements for an appeal are met.

International awards

International awards have the same standing as domestic awards or state judgments and are therefore enforced in the same fashion. Depending on the content of the award, debt enforcement proceedings (for monetary claims) or non-monetary enforcement proceedings (for other claims) must be instituted.

Ex parte or on notice. Similar to domestic awards, international awards are recognised and enforced in adversarial proceedings following an application by the applicant. The application is dealt with in summary proceedings with the defendant being granted an opportunity to make a submission on the question of enforceability.

Applicable court. The court at the place where the award must be enforced is competent to hear the enforcement application. Furthermore, the courts at the place of residency or at the registered office of the defendant residing in Switzerland have jurisdiction to hear the enforcement application.

Limitation period. The limitation period for claims adjudged by a court or arbitral tribunal is ten years under Swiss law.

Timing. Since the proceedings are summary and owing to the limited exceptions and evidence available to the defendant, the proceedings are usually swift, taking between a few days and some weeks.

Court fees. Court fees are reasonable for debt enforcement proceedings, depending on the claim amount and may reach CHF2,000. Non-monetary proceedings will give rise to court fees depending on the estimate of the value of the claim and can reach several thousand CHF, depending on the cantonal tariff applicable.

Recourse. As with the judgments of the enforcement court dealing with domestic awards, the decision by the single judge regarding the recognition and enforcement of international awards can be brought before the cantonal High Court with an "objection" (*Beschwerde*) and then appealed to the Federal Tribunal as final instance if the other prerequisites are met.

16. Can the enforcing court review the foreign award if all formalities were complied with and if the award meets all requirements?

The review of an international award by the enforcing Swiss court is limited to the refusal grounds stated in Article V of the New York Convention and to a few limited refusal reasons in substantive regard, namely that the claim has in the meantime been settled or deferred or has lapsed.

Formalities

17. What are the documentary requirements for enforcement?

Documentary requirements

International awards for which enforcement is sought in Switzerland must be submitted to the enforcement court in their original form, or in the form of a duly certified copy of the award together with the application for enforcement and proof of service of the award to the defendant. Furthermore, the application must be accompanied by the original agreement containing the arbitration clause. A duly certified copy of the original agreement can be submitted in place of the original. A confirmation of enforcement by the arbitral tribunal must also accompany the application.

Authentication

Legal scholars in Switzerland are of the view that the requirements for authentication should be handled with appropriate regard to the statutory formalities most beneficial to the applicant, this being in the best interest of the efficient enforcement of awards and effective international arbitration in general. Therefore, an award that has been certified in compliance with the legal requirements at the place of issue should be recognised formally in Switzerland. This would require the applicant to obtain an enforcement certification and an apostille on the award before submitting it to the Swiss enforcement court.

18. Is it required to translate the award into the language of the State where enforcement is requested?

Translations

The award must be translated into one of the national languages of Switzerland (German, French or Italian) in order for it to be enforced. However, it need not be translated into the official language of the canton in which recognition is sought (the official language is one or several of the national languages), since the cantonal enforcement courts are required to enforce judgments and awards held in any of the four Swiss national languages. According to a recent decision by the Federal Tribunal, awards held in English can be submitted for enforcement without a translation since it can generally be expected of the Swiss courts that they are fluent enough in English to comprehend the necessary content of the award.

Other languages

The award can be in English or any official language. Using one of these languages to draft an award would do away with the necessity of its translation. However, since most international arbitration proceedings are held in English anyway and most awards are drafted in English, the issue of translation is generally minimal.

Certification

Awards in foreign languages other than English or a Swiss official language must be accompanied by a certified translation (*Article IV, para 2, New York Convention*).

19. What is the format of the application for a declaration of enforceability?

An application for a declaration of enforceability of non-monetary awards as well as awards for a sum of money can be made in writing, or even orally in urgent cases, before the competent enforcement court.

20. What information must be included in the application regarding the award, the claim as awarded in the award, the facts and legal grounds of the case, and that the judgment is no longer appealable?

Award

It is up to the applicant to prove that the requirements for enforcement have been complied with. The applicant must therefore prove that:

- The award is final (that is, has not been appealed, or that the parties have waived their right of appeal, or that the appeal lodged does not have suspensive effect (that is, does not hinder enforcement)).

- The suspensive effect has been lifted by the appeal court and that the award has been duly served on the party facing enforcement.

Claim as awarded

Since the enforcement court does not perform a material review of the order, it is enough to state the fact that the award is an award by an arbitration tribunal and the other formal requirements described above.

Facts and legal grounds

Since the enforcement court does not perform a material review on the factual basis or legal reasoning of the award, it is not necessary to include any information on these aspects in the application for enforcement.

Appeals

The application must include information on the fact that the award has become final and binding.

21. Is it possible to request the enforcing court for provisional measures pending the enforcement proceedings?

As noted under *Question 15* above, the enforcement court can issue protective measures for the duration of the enforcement proceedings.

22. Is it required to convert the value of the award into the local currency?

Awards of a sum of money which are enforced pursuant to the provisions of the Debt Enforcement and Bankruptcy Act (DEBA) must be converted into Swiss currency at the commencement of the debt enforcement proceedings. The creditor seeking enforcement of the award has the opportunity to re-convert his claim into local currency after the setting aside proceedings have been concluded and he is entitled to request continuation of the debt enforcement.

23. Can the enforcing court stay the enforcement proceedings pending the outcome of proceedings to set aside the award at the seat of arbitration? If so, will the court order the party seeking the stay to provide security?

If the order is not yet final and binding (this depends on the effects of the setting aside proceedings at the seat of arbitration), a prerequisite for enforcement in Switzerland is missing and the Swiss enforcement court will not enter into the proceedings. It will not stay proceedings until the setting aside proceedings at the seat of arbitration have been concluded. Rather, the applicant will have to re-apply for enforcement of the award after the setting aside proceedings have been concluded, and decided in its favour.

ACTUAL ENFORCEMENT

24. What is the enforcement procedure when a declaration of enforceability is granted?

After the declaration of enforceability has been granted, the next steps depend on whether the award is for an amount of money or a non-monetary award. Where an award for money must be enforced, the debt enforcement office will attach property of the debtor after the recognition (and after the claimant has applied for continuation of the debt enforcement proceedings) and prepare for

the sale and realisation of the assets to cover the claim of the applicant.

In instances of non-monetary awards, the enforcement steps depend on what the award requires. Specific performance can be enforced by cantonal law enforcement officers tasked with the enforcement of the award. The enforcement court is entitled to issue daily penalties for delayed performance and can also issue orders replacing actions or statements required by the debtor (that is, notifications to public registers).

25. Can defendants oppose the actual enforcement procedure, and if so, on what grounds/defences?

Although not technically a legal remedy, a defendant can ward off the enforcement of monetary awards, even after the setting aside proceedings (*Rechtsöffnung*) have been concluded and the continuation of enforcement has been requested. In debt enforcement proceedings, the debtor can apply for a stay of enforcement for a period of 12 months if he can plausibly argue that he is able to pay off the outstanding amount and makes payment of a first instalment. Payments by the debtor must be made to the debt enforcement office. A single default in the payment schedule will cause the stay of enforcement to lapse.

Further, a debtor can challenge enforcement actions by the debt enforcement office if they are contrary to statutory law (that is, sale of personal items exempt from attachment).

Non-monetary awards cannot be opposed once the recognition of the award has been issued.

PROPOSALS FOR REFORM

26. Are any changes to the law currently under consideration or being proposed?

In March 2012, a parliamentary motion was submitted to the Federal Council requesting it to review whether the current statutory framework of international arbitration in Switzerland as provided for in the Swiss Federal Act on International Private Law (PILA) should be revised. The PILA dates back to 1989 and the motion requires the government to introduce legislation within the existing framework of the PILA to improve the attractiveness of Switzerland as a destination of choice for international arbitration. The main thrust of the reform will focus on the adaptation of the PILA to the jurisprudence of the Federal Tribunal in the past two decades and the relationship between state courts and arbitral tribunals. The motion has been accepted by government and the review is currently still underway within government.

ONLINE RESOURCES

The Federal Authorities of the Swiss Confederation

W <https://www.admin.ch/gov/en/start/federal-law/search.html>

Description. The official state website of the Swiss Federation with links to government departments and current legislation.

Swiss Legislation

W <https://www.admin.ch/gov/en/start/federal-law/classified-compilation.html>

Description. Selection of English-language translations of current Swiss acts. Note that translations into English are not official or binding.

Practical Law Contributor profiles

Urs Feller, Partner

Prager Dreifuss AG

T +41 44 254 5555

F +41 44 254 5599

E urs.feller@prager-dreifuss.com

W www.prager-dreifuss.com

Marcel Frey, Counsel

Prager Dreifuss AG

T +41 44 254 5555

F +41 44 254 5599

E marcel.frey@prager-dreifuss.com

W www.prager-dreifuss.com

Professional qualifications. PhD, University of Zurich, 1998; admission Switzerland, 1999; admission England and Wales, 2002

Areas of practice. Litigation and arbitration; corporate and commercial; financing and capital markets; private clients; real estate and construction

Recent transactions

- Bankruptcy litigation on behalf of creditors in Lehman bankruptcy.
- Representing a foreign investor in proceedings before the financial regulator in relation to an investment into an insurance company.
- Asset freezing and asset recovery litigation on behalf of private parties as well as on behalf of foreign states in connection with mutual legal assistance proceedings.
- Representing clients in ICC and Swiss Rules Arbitration proceedings.
- Representation of clients involved in administrative assistance proceedings in relation to the Federal Tax Administration and Federal Administrative Court.
- Acting on behalf of a retailer in a rental dispute concerning a flagship store.
- Representing claimants and defendants in high-level Directors and Officers (D&O) claims.
- Representing a company in FINMA proceedings concerning legal assistance in connection with stock exchange trades.

Languages. English, German, French

Professional associations/memberships

- Zurich and Swiss Bar Association.
- International Bar Association.
- Law Society (England and Wales).
- British-Swiss Chamber of Commerce.

Publications

- *Litigation and enforcement in Switzerland: overview*, Thomson Reuters, July 2015 with Marcel Frey and Bernhard Lauterburg
- *Assessing the risks – Pre-trial costs in Switzerland*, The Lawyer, March 2015, with Marcel Frey.
- *IFLR Switzerland Guide 2015 – Preliminary judicial protection*, with Bernhard Lauterburg.
- *Dispute Resolution in Switzerland*, Corporate Disputes Magazine January – March 2014, with Marcel Frey.

Professional qualifications. Admission Switzerland, 2004; LLM University of Cape Town, 2006

Areas of practice. Litigation and arbitration, business transactions (M&A); corporate and commercial; private clients

Recent transactions

- Representing a company in FINMA proceedings concerning legal assistance in connection with stock exchange trades.
- Representing claimants and defendants in high-level Director and Officer (D&O) claims.
- Representing a foreign investor in proceedings before the financial regulator in relation to an investment into an insurance company.

Languages. German, English, French, Afrikaans

Professional associations/memberships. Zurich and Swiss Bar Association; SwissCham Southern Africa

Publications

- *Litigation and enforcement in Switzerland: overview*, Thomson Reuters, July 2015 with Urs Feller and Bernhard Lauterburg
- *Assessing the risks – Pre-trial costs in Switzerland*, The Lawyer, March 2015, with Dr Urs Feller.
- *Dispute Resolution in Switzerland*, Corporate Disputes Magazine January – March 2014, with Dr Urs Feller.
- *Precautionary taking of evidence - Swiss style pre-trial discovery?* International Bar Association International Litigation News, April 2013, with Dr Urs Feller.

Michaela Lemke, Associate

Prager Dreifuss AG

T +41 44 254 5555

F +41 44 254 5599

E michaela.lemke@prager-dreifuss.com

W www.prager-dreifuss.com

Professional qualifications. Admission Switzerland, 2013

Areas of practice. Litigation and arbitration; private clients; corporate and commercial

Recent transactions. Assisting in proceedings of a retailer in a rental dispute concerning a flagship store.

Languages. German, English, French

Professional associations/memberships. Zurich and Swiss Bar Association