

# Insight on Waiving Contractual Right to Arbitration

Bass, Berry & Sims attorney Chris Lazarini provided insight on factors a court should consider when determining whether a party has waived a contractual right to arbitration, the firm reports on its website.

“The factors, which are tied to potential prejudice to the non-moving party, include: (1) the time elapsed between commencement of litigation and the request for arbitration, and (2) the extent to which the moving party has participated in the litigation process,” according to **Lazarini’s article**.

His article examines the issue as presented in the case *Chehebar vs. Oak Financial Group, Inc.*, No. 14-2982 (E.D. N.Y., 3/7/17)

**[Read the article.](#)**