

# A Lesson from the 3rd Circuit on Arbitration Clauses: Say What You Mean

A recent decision by the United States Court of Appeals for the Third Circuit is a reminder that – for an arbitration clause to apply in certain situations or to certain parties – that intention must be built into the plain terms of the contract.

In a **post** on the Blank Rome website, partners **Stephen M. Orlofsky** and **Deborah Greenspan** discuss *White v. Sunoco, Inc.* The case involved the “Sunoco Awards Program,” under which customers who used a Citibank-issued “Sunoco Rewards Card” credit card were supposed to receive a 5-cent per gallon discount on gasoline purchased at Sunoco gas stations.

A dispute over the discount led to arbitration.

In its ruling the appellate court found: “[n]owhere does the agreement provide for a third party, like Sunoco, the ability to elect arbitration or to move to compel arbitration.”

**Read the article.**