

Fuzzy Math? 6 Differing Arbitration Agreements = 0 Arbitration Agreement

The **Arbitration Nation** blog provides a good example of how drafting arbitration agreements can go wrong, pointing to the Tenth Circuit's ruling in *Ragab v. Howard*, in which a majority of the panel concluded that because the parties had six differing arbitration agreements, they had never reached a meeting of the minds on arbitration and their dispute would stay in court.

"The parties had six agreements that governed their business relationship. Each agreement had an arbitration agreement," writes **Liz Kramer** in the Stinson Leonard Street blog. "But, those arbitration agreements did not provide for the same set of rules to govern the arbitration, or the same method of choosing an arbitrator, or the same notice period before arbitration, or the same opportunity to recover attorneys' fees. Even so, when Mr. Ragab sued the defendants for misrepresentation and statutory violations, the defendants moved to compel arbitration."

Read the article.