

Argument Preview: How Should Courts Decide If Parties to an Arbitration Contract May Aggregate Their Claims?

SCOTUSblog reports that in *Lamps Plus Inc. v. Varela*, the U.S. Supreme Court will decide whether the U.S. Court of Appeals for the 9th Circuit correctly held that an employer consented to class arbitration.

The employer in that case included language in the arbitration contract that committed the parties to use arbitration “in lieu of any and all lawsuits or other civil legal proceedings,” specified that arbitral claims include those “that, in the absence of this Agreement, would have been available to the parties by law,” and authorized the arbitrator to “award any remedy allowed by applicable law.”

Lower courts have found that the arbitration agreement could be read to authorize class arbitration, and that California contract law called for ambiguity on that point to be resolved against the contract’s drafter, Lamps Plus, writes **Charlotte Garden**.

Read the article.