

Eighth Circuit Rejects Claim That Arbitration Clause in Retainer Was Unconscionable

The Eighth Circuit has rejected a plaintiff's claim that an arbitration clause in a retainer agreement she signed with a law firm was unconscionable, according to Carlton Fields' **Reinsurance Focus**.

The plaintiff claimed she had received a call from a purported agent of the firm informing her of a purported life-threatening medical condition, leading her to have surgery that she considered to be less than successful. She sued the law firm and other defendants, and the firm sought to compel arbitration pursuant to a retainer agreement.

The district court found the arbitration agreement was unconscionable and refused to compel arbitration. Despite acknowledging that the circumstances that gave rise to this lawsuit were "troubling," the Eighth Circuit determined that the retainer agreement was not procedurally unconscionable.

Read the article.