Three Tips for Writing Effective Arbitration Clauses

A well-drafted arbitration provision can save companies from expensive and time-consuming class litigation, two defense attorneys say **in a report** published by Bloomberg BNA.

Mayer Brown LLP partners Kevin S. Ranlett and Archis A. Parasharami of Washington say advise that companies and their lawyers should draft service and employment contracts with recent U.S. Supreme Court rulings on arbitration.

The two helped client AT&T Mobility draft an arbitration provision that was ultimately upheld by the U.S. Supreme Court in one of those landmark cases, *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011).

The sections on the three tips are headed: “Don’t Create Uncertainty,” “Include Consumer/Employee-Friendly Terms,” and “Avoid Potentially Unconscionable Terms.”

Read the article.