

# **‘Just What Was Needed’: Another Way to Waive a Right to Arbitrate**

In a **post** on the Mintz, Levin, Cohn, Ferris, Glovsky and Popeo website, **Gilbert A. Samberg** discusses the question: What if a contracting party fails to appear to seek enforcement of an enforcement clause?

“At least two New York State trial courts tell us that your unexcused default in responding to a summons and complaint can be deemed a waiver of a contractual right to arbitrate,” he writes.

Courts in those cases granted default judgments on contract claims in such circumstances notwithstanding that the contracts in question contained arbitration clauses.

**Read the article.**