

# Does an Arbitrator Have Authority to Compel Production of Third-Party Documents?

## *Insight*

If a case is subject to arbitration, it is likely there will be a dispute about whether the arbitrator has the authority to compel production of third-party documents or witnesses for deposition.

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# Fake Mineral Leases Thwarted by the Texas Legislature

## *Insight*

The 2019 Texas legislature enacted a new Property Code Section 5.152 to protect mineral and royalty owners from a certain species of fraudulent transactions.

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# Court Enforces Arbitration Clause in Clickwrap Agreement

## *News*

The defendant's terms of service, which were hyperlinked in

the sign-up box, contained a clause providing for arbitration of disputes with a class-action waiver.

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## **SCOTUS Clarifies Vague Arbitration Clauses Affecting Class Disputes for Growing Businesses**

### ***Insight***

If class arbitration is not explicitly addressed in an arbitration agreement, it cannot be compelled, writes Patrick K. Burns in a blog post for PilieroMazza.

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## **Court Compels Arbitration Based on Clause Incorporated Into Guaranty Agreement**

### ***News***

The case involved a leasing agreement that contained an arbitration provision, but the personal guaranty did not.

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# **Biglaw Firm Hit by Law Student Protests Over Arbitration**

## ***News***

DLA Piper partner Vanina Guerrero, who claims she was sexually assaulted and retaliated against by a fellow partner, said she is unable to bring those claims in court because of a mandatory arbitration agreement.

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# **Lessons in Drafting and Implementing an Enforceable Mandatory Arbitration Agreement**

## ***News***

The Court found that the arbitration agreement's execution involved a high degree of procedural unconscionability.

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# **Never Too Late to Arbitrate?**

# Tips on Getting Your Agreement On

## *Insight*

Three recent court decisions raise a few issues to keep in mind for employers to keep in mind when drafting arbitration agreements for employees.

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# Contractually Mandated Pre-Litigation Dispute Resolution Mechanisms Are Fraught With Peril

## *Insight*

Forcing parties to engage in a process that only can work if all of them want to participate seems unlikely to result in anything other than delay and added expense, writes Shepard Davidson.

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# 'Click to Accept' Arbitration: A Cautionary

# Tale

## *Insight*

An employee's electronic acceptance of an arbitration agreement may not, by itself, be enough to prove that the employee has agreed to arbitrate.

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## **Business Lobby Prods 9th Circuit to Revisit Decision Curbing Consumer Arbitration**

### *News*

The briefs come in the wake of the 9th Circuit's June 28 rulings in which plaintiffs claimed they couldn't be forced into arbitration because they sought injunctions against corporate defendants.

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## **The Arbitration Section in Your Employee Handbook Is Not an Agreement to Arbitrate**

### *Insight*

An employer needs to be able to prove acceptance by each employee of an "offer" of arbitration, points out Mintz, Levin.

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# **Eighth Circuit Issues a Reminder: Arbitration Agreements Must be Contracts**

## ***Insight***

If the arbitration agreement is entirely separate from the handbook, any disclaimers contained in the handbook are less likely to impact enforcement of that agreement, according to Littler Mendelson.

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# **Don't Overreach by Retaining the Unilateral Right to Modify An Arbitration Agreement**

## ***Insight***

If a contract is too one-sided, it can be ruled illusory and unenforceable, warns Shepard Davidson in the Burns Levinson In-House Advisor blog.

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# U.S. Supreme Court to Rule on Important International Arbitration Issue

## *Insight*

The answer to the question depends on where in the United States the dispute is being litigated, according to China Law Blog.

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# Manufacturers Revisit Mandatory Arbitration Agreements

## *News*

Two recent court decisions dealing with mandatory arbitration agreements highlight why some manufacturers may gain by requiring pre-dispute employment arbitration agreements.

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# Eighth Circuit Says a Delegation Clause Isn't Valid

# **(and Calls Wrap Contract Formation Into Doubt)**

## ***Insight***

The ruling tosses all manner of “wrap” agreements into doubt, writes Henry Allen Blair.

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# **Defining the Limits of Arbitral Authority**

## ***Insight***

Sometimes arbitrators issue awards that impose their own view of a “just” remedy at the expense of the painstakingly negotiated provisions in the parties’ contracts, writes Robert J. Kaler of Holland & Knight.

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# **Ninth Circuit Enforces Online Arbitration Clause That Tested ‘Outer Limits’ of Reasonable Conspicuousness in**



# Consumer Contract

## *Insight*

The class action complaint in *Holl* alleged that UPS systematically overcharged its retail customers.

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## Avoiding Mishaps When Drafting Agreements at the End of Mediation

## *Insight*

Holland & Knight offers some tips for preparing a memorandum of understanding or similar agreement executed at the conclusion of the mediation.