

# Employers May Compel Arbitration Even Where Employee Failed to Sign Arbitration Agreement

## *Insight*

The plaintiff's acceptance of its terms could be inferred from her failure to opt-out within 14 days outlined in the policy and by her continued employment, the court ruled.

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# Waiving Class-Wide Arbitrations in Contracts

## *Insight*

It is clear from recent Supreme Court decisions that class action arbitration waivers do not violate the law, according to a Faegre Baker Daniels website post.

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# What Did I Agree To? Importance of Reviewing

# Arbitration Provisions

## *Insight*

The case presented a conflict between the parties' contractually-adopted arbitration rules and an individual party's statutory rights under the FAA.

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# Keeping Boilerplate Coupled to the Transaction: The Ongoing Struggles with 'Wrap' Arbitration Provisions

## *Insight*

The relevant hyperlink concerning arbitration was "neither spatially nor temporally coupled with the transaction," the court found.

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**Arbitration Award  
'Irrational' Because It  
Disregards Contract's Plain-**

# Text to Reach a Just Result

## *Insight*

The Ninth Circuit has ruled in a contract arbitration case that incorporated multiple Federal Acquisition Regulation clauses that govern the recovery of expenses in the event a contractor is terminated for convenience.

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

### *Insight*

At least two New York State trial courts found that an unexcused default in responding to a summons and complaint can be deemed a waiver of a contractual right to arbitrate, according to Mintz, Levin.

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## **Ex-Winston Lawyer Can't Be Forced to Arbitrate Job Claims**

### *News*

Bloomberg Law is reporting that a former Winston & Strawn LLP intellectual property attorney can litigate—and can't be

forced to arbitrate—her pay, bias, and retaliation claims.

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## **Notice of Terms via Buried Link within a Post-Sale Email Unenforceable**

### ***Insight***

The Second Circuit affirmed a ruling that denied a web service's motion to compel arbitration, finding that the user did not have reasonable notice of the arbitration provision contained in the terms and conditions that were communicated via a hyperlink in a post-sale email.

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## **Seventh Circuit: Class Arbitration is for Courts to Decide, Not Arbitrators**

### ***Insight***

A post on the Carlton Fields website updates the latest ruling in a class action alleging violation of the Fair Labor Standards Act and breach of contract.

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# Three Recent Cases Consider the Interpretation and Enforceability of Arbitration Agreements

## *Insight*

A post on the website of McGuireWoods LLP discusses three recent cases before the Supreme Court and the Third Circuit relating to the interpretation and enforceability of arbitration agreements.

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# Have You Really Agreed to Arbitrate?

## *Insight*

An appellate court found that the arbitration clause in the contract did not specify what forum would substitute in place of the jury trial.

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# Supreme Court Hands Rare Win for Workers in Arbitration

# Case

## *News*

Under the nearly 100-year-old Federal Arbitration Act, which is generally presumed to favor employers, thousands of truck drivers who are employed as independent contractors cannot be forced into private arbitration.

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## **Arbitration Agreements: Tips for Enforceability**

### *Insight*

Steven P. Gallagher of Akerman LLP offers some tips on what to do – and not do – when arbitration agreements for new hires.

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## **Kavanaugh's First Opinion Rejects Vague Exception Limiting Enforcement of Arbitration Agreements**

### *Insight*

The latest U.S. Supreme Court ruling on arbitration agreements will shed no light on the broader question of whether an arbitration agreement governs a particular dispute.

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# Parties Must Proceed to Arbitration Despite Unavailability of Arbitration Forum Specifically Named in the Contract

## *News*

An Ohio appellate court has addressed an issue that arose when an arbitrator specified in a contract is no longer available.

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# Court Rules Law Firm's Arbitration Provision Unconscionable

## *Insight*

In the case, a litigator who had been employed at Winston & Strawn sued the firm, asserting claims of discrimination, retaliation and wrongful termination.

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# 5th Circuit: Company in Class Action Waived Right to Arbitrate Because of Litigation Conduct

## *Insight*

Standards for determining when a party waives its right to arbitrate through participation in litigation have never been uniform among the circuits or easily applied writes John Lewis in BakerHostetler's Employment Class Action Blog.

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# Arbitrator's Undisclosed Relationships Sink Oil and Gas Awards

## *News*

The court found that the arbitrator lied when he "claimed that he did not have professional or social connections with the parties or witnesses."

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# Four Decisions Conclude



# Claims Outside Scope of Arbitration Agreement

## *Insight*

Arbitration Nation discusses four recent decisions in which courts have found the parties' dispute over the scope of an arbitration clause is not covered by their agreement.

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# Court Holds That Arbitration Clauses Bind Nonsignatories Who Seek to Enforce Contracts

## *Insight*

A post on the website of Pepper Hamilton describes a North Carolina case that involved non-signatories to a construction contract attempting to avoid the contract's arbitration claim.