

THE INHUMANITY CLAUSE:

THE RISE OF FORCED ARBITRATION IN DEATH AND INJURY CASES



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INTRODUCTION AND OVERVIEW

A “forced arbitration” clause is legal wording buried in the fine print of contracts that people routinely encounter as part of everyday life: bank and cell phone agreements, online platforms and apps, camp and gym registration forms, nursing home admission forms, employment agreements and even forms to access some health care services. Simply put, it means that if the company cheats, defrauds or otherwise harms someone, that individual cannot sue the company in court before a judge or jury. Instead, they are forced to resolve their dispute in a private, secretive, rigged system controlled by the company, with limited discovery, no public record and no appeal. Moreover, forced arbitration clauses almost always include class action bans so similarly-harmed victims with small individual damages can’t join with others to sue a company that is profiting by harming large numbers of people at once.¹

Most people are unaware these clauses exist, let alone meaningfully agree to them or understand their implications. But even if they know about them, rarely do individuals have any ability to negotiate their terms. Corporate lawyers, lobbyists and PR flacks justify imposing them on people with a fairly modest pitch: Harmed consumers and workers who sign away their right to sue in court can resolve their disputes in a faster, cheaper forum.² These arguments are demonstrably false. Forced arbitration is neither faster nor cheaper, and consumers nearly always lose.³ However, this framing sidesteps a far more disturbing issue: What happens when the dispute is not a billing error but a death?

In October 2023, Kanokporn Tangsuan died from an anaphylactic reaction after eating at a Walt Disney World restaurant. Kanokporn, a New York physician, had severe dairy and nut allergies. Her husband Jeffrey said they had repeatedly informed restaurant staff of her allergies and were assured that her meal would be allergen-free. When he sued Disney for her wrongful death, Disney moved to sweep the case out of court and force it into arbitration.⁴ The company’s reasoning seemed inexplicable: Years earlier, Jeffrey had signed up for a Disney+ streaming trial and buried in the app’s fine print was a forced arbitration clause. Disney argued that this protected the company from having to defend in court its

conduct at Disney World—conduct that may have caused Kanokporn’s death. Public condemnation of Disney was swift.⁵ In August 2024, Disney Chairman Josh D’Amaro publicly reversed the company’s legal strategy, dropping its arbitration request and announcing in a statement, “At Disney, we strive to put humanity above all other considerations.”⁶

A year later, another terrible and very public tragedy offered a test of whether others would recognize the “inhumanity” of forced arbitration that Disney had acknowledged. The evidence suggests they would not. On July 4, 2025, a flash flood killed 25 campers and two counselors at Camp Mystic in Texas. Many victims’ families filed wrongful death lawsuits against the camp. In response, Camp Mystic moved to force these cases into arbitration, arguing that the parents had signed enrollment agreements for the children that contained forced arbitration clauses. As of publication, there has been no ruling on the arbitration motion. And unlike Disney, to date Camp Mystic has not voluntarily reversed course.⁷

Read together, these two cases show that the “faster, cheaper and better-for-consumers” pitch long used to sell arbitration to the public was never really tested against its darkest extremes—cases involving wrongful death, catastrophic injury or criminal abuse. In Disney’s situation, the company calculated that the public backlash cost more than the arbitration clause was worth. However, as we found in this report, most other companies rarely, if ever, respond the same way.

It should be noted that the source of the backlash is firmly rooted in U.S. history and governing documents. Indeed, the right to bring a case before a jury of one’s peers is not a peripheral feature of the American legal system. It is one of its foundational guarantees, rooted in the Seventh Amendment to the U.S. Constitution as well as nearly every state constitution, and reinforced by centuries of common law.⁸ The Founders considered the right to civil jury trial a critical check on power, or as the late conservative U.S. Supreme Court Chief Justice William Rehnquist called it, “an important bulwark against tyranny and corruption.”⁹

The proliferation of forced arbitration clauses has quietly stripped that constitutional guarantee away from an enormous swath of the American public without their knowledge or meaningful consent. Everyday people subject to these agreements are rarely contemplating catastrophic injury or death; they are signing up for a free trial or enrolling a child in summer camp. But when tragedy strikes, they discover that the fine print they never read or understood may have already decided their fate, routing what the Founders intended to be an inviolable right to trial by jury into a private, secret process.

The gap between how forced arbitration is marketed (*i.e.*, as a convenience for consumers) and how it is actually deployed (*i.e.*, as a shield against accountability for causing severe harm and death) is one Corporate America will not acknowledge let alone examine. Notably, corporate forced-arbitration advocates like the U.S. Chamber of Commerce refuse to even survey such cases in their advocacy materials.¹⁰ This report attempts to fill some of that gap.

Below are recent examples of individuals who turned to the civil justice system to hold wrongdoers accountable for personal injury or wrongful death, only to have those same bad actors try to kick their cases out of court and force them into arbitration. We include representative examples of recent cases that are typical of what we are seeing in the judicial system today. In other words, this study is not an exhaustive list of cases and there are no doubt many more just like them. It is also notable that we encountered more cases with victims injured or killed in ride-share crashes¹¹ or as a result of nursing home neglect¹² than any other category of cases we examined. That said, our report shows that forced arbitration has affected everyone in this country—from employees to the elderly, passengers to patients, toddlers to truckers.

We have divided the paper into two sections: cases where defendants/wrongdoers were permitted to force the case into arbitration and cases where they tried but failed to do so—with the caveat that some are still on appeal and could ultimately turn out differently. While every case, underlying claim, court and judge is different, these examples may provide a blueprint for attorneys trying to find legal avenues around forced arbitration for their clients. They also show how important it is for Congress to act to ban forced arbitration altogether, particularly when it comes to personal injury and death. States are barred from enacting statutes or judicial rules that categorically exempt such claims from arbitration.¹³ Only Congress can fix this. In more than one case that we examined, a sexual assault survivor would have been forced into arbitration had their case not fallen within a narrow exception enacted by Congress in 2021.¹⁴ Each situation described in this report deserves equal attention from U.S. lawmakers.

Finally, it is important to recognize that, in all circumstances, forcing personal injury and wrongful death victims and their attorneys to litigate the validity of a forced arbitration clause imposes significant costs on the parties and the court and is particularly burdensome on victims. When a company moves to compel arbitration, the victim or surviving family members must devote additional time and resources to litigating whether they are even entitled to have their claims heard before a judge or jury. That can require briefing, discovery, hearings and possibly appeals—all before they get to the underlying injury or death claim. For individuals coping with physical harm, mounting medical expenses, lost income or the death of a loved one, forcing them to litigate whether they can access the courthouse in the first place is a cruel and wasteful barrier to justice.

VICTIMS WHOSE CASES WERE THROWN OUT OF COURT

ADVENTURE PARK GUESTS

On April 1, 2022, Kirstin Headlee and her seven-year-old daughter, K.H., visited an Urban Air indoor trampoline and adventure park in Mokena, Illinois. Kirstin had to agree to a “Release” before K.H. could play there. The Release, which was pre-drafted and presented on a kiosk display, contained a forced arbitration clause. K.H. then participated in “Wipeout,” an attraction that “consists of two machine-operated bars that require participants to hop and/or duck under the bars as the bars rotate in a circle.” While playing Wipeout, K.H. was hit by one of its rotating bars and “dragged around the attraction, causing severe injuries, including a broken femur.” In July 2022, K.H. and her parents filed a lawsuit against Urban Air. The company moved to compel arbitration. In October 2023, the court granted the motion, finding that Urban Air had no obligation to explain the arbitration provision to Kirstin, she chose to sign the contract and allow her child to play on the attraction and K.H., despite being seven-years-old, was bound by the arbitration provision as an “intended beneficiary” of the contract.¹⁵

AUTONOMOUS VEHICLE PASSENGERS

(See also, Ride-Share Drivers/Passengers)

Gino Wilkins was employed by General Motors’ Cruise, which operated an autonomous taxi service in San Francisco. He was not “on-the-job” on May 21, 2023 when he ordered a Cruise simply to get him somewhere. While he was riding in the taxi’s back seat, the vehicle completely malfunctioned, crashing into a parked car and causing Gino permanent brain damage and other severe injuries. In February 2025, Gino sued Cruise and two related General Motors entities,¹⁶ which moved to compel arbitration, pointing to language in both Gino’s employment agreement as well as Cruise’s terms of service. The terms of service document was hyperlinked and presented through the sign-in process for his customer account. The trial court denied the motion but an appeals court reversed, finding that Gino was bound by the arbitration provision in the terms of service.¹⁷

EMPLOYEES

(*See also*, Automobile Passengers, Ride-Share Drivers/Passengers and Truck Drivers)

On April 9, 2021, Crystal Settle was sexually assaulted by Steven Medina, her superior at Securitas Security Services USA, Inc. in New Jersey. (This extremely offensive and graphic misconduct is detailed in the notes.¹⁸) Crystal reported the assault to another supervisor and the Weehawken Police Department. She never returned to work. When Crystal sued Securitas and Medina, they moved to compel arbitration, pointing to a document she signed before starting work as a security officer. In October 2022, a judge forced Crystal's claims into arbitration. The decision was affirmed on appeal, with the court ruling in April 2023 that the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, which invalidates forced arbitration clauses in these situations, did not apply because her claims stemmed from actions that occurred before the law went into effect.¹⁹

E-SCOOTER RENTERS

On July 7, 2018, Adoria Doucette rented a Lime e-scooter in Washington, D.C. In order to access the e-scooter, she had to use Lime's online app, which contained a forced arbitration clause buried within 36 pages of terms. As Adoria approached the intersection of 16th and U Streets, N.W., the scooter's brakes failed. She yelled that the brakes weren't working, was unable to stop and collided with a cyclist. She fell to the ground, severely fracturing one of her legs and suffering other permanent injuries and disfigurement. In December 2020, Adoria sued Lime. Lime responded with a motion to arbitrate in September 2021. The trial court granted the motion in October 2021. An appeals court affirmed in January 2023.²⁰

FUNERAL HOME CLIENTS

Maria Gonzalez passed away in Edinburg, Texas on June 22, 2019. She had paid SCI Texas Funeral Services for her final arrangements before her death. On June 24, one of Maria's daughters signed an agreement with SCI regarding visitation and embalment services that included a forced arbitration clause. At the June 26 viewing, which was held from noon to 10pm, Maria's children and grandchildren were horrified to notice her "eye and mouth had begun to open and fluid began to leak down the side of her head. The parlor was filled with an odor emanating from the body that was of a rotting nature." The family alerted the funeral director, who responded that "these things happen," had everyone leave the visitation area and spent

20-30 minutes working on Maria's remains with an assistant. But the problem was not fixed and Maria's "eye and mouth again began to open before the service finally ended at 10:00 p.m.," continuing to upset the family. In July 2020, her adult children and adult grandchildren sued SCI for negligence and intentional infliction of emotional distress. SCI moved to compel arbitration. The judge denied the arbitration motion in November 2021. However, an appeals court disagreed, ruling in May 2023 that the contract signed by one of Maria's daughters forced her family members' allegations into arbitration.²¹

LONG-TERM CARE RESIDENTS

- On November 18, 2021, Eva Sumner was admitted to Chautauqua Health and Rehabilitation in Owensboro, Kentucky, which was part of the "portfolio" of private equity firm Portopiccolo Group and its affiliated companies. They required residents to sign paperwork that included a forced arbitration clause. Eva's friend Maranda Hall—who also held a power of attorney for Eva—signed these documents. Only hours after being admitted, Eva fell and was taken to the emergency room. She died a few days later. When her estate sued, Portopiccolo Group and its principals invoked the arbitration agreement. While a lower court denied their motion finding that Maranda had no authority to bind Eva, the Kentucky Court of Appeals reversed, ruling in May 2026 that Maranda had signed the arbitration agreement as Eva's "Authorized Representative." What's more, the appeals court enforced the agreement's delegation provision, which gave the arbitrator "exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, formation, or scope" of the agreement.²²
- In June 2021, 81-year-old Edith Rotan went to Park Manor nursing home, operated by Unlimited Development, Inc., to recover from knee surgery. In order to receive care at Park Manor, she was required to sign a residency agreement and a standalone arbitration agreement (which referred to property, not personal injuries) before being admitted. She was then injured while at Park Manor. When she sued the nursing home, the company sought to compel arbitration. A state trial court denied the motion in February 2022, finding that the "Residency Contract and the Arbitration Agreement could not be construed as one contract, and that the Arbitration Agreement did not contain 'a clearly expressed intent to arbitrate controversies arising out of the separate Residency Contract.'" The following year, an appeals court reversed the ruling in a 2-1 decision, with Justice Judy Cates writing a strong dissent, noting that the majority "create[d] a new arbitration agreement" which was "not agreed to by the parties" and "then found that their newly minted rules constituted clear and unmistakable evidence that the parties agreed to arbitrate arbitrability."²³

- In September 2020, Charles Jinks—80 years old with dementia—became a resident of Brookdale Dowlen Oaks, an assisted living facility in Beaumont, Texas. On the day his family moved him in, his daughter Charlene, using her father’s power of attorney, signed a residency agreement that contained a forced arbitration clause. As she told the *New York Times*, when she signed the agreement, “her sister and brother-in-law were moving their father into his room. ‘It was very rushed,’ she said. ‘I probably wasn’t in that office for 15 minutes.’ Nobody explained the 13-page residency agreement in detail, she said.” A Ring camera installed by Charles’s children showed another resident entering his room while he slept and hitting him with a heavy toilet tank lid, which caused Charles to suffer severe face fractures and cuts. He and his family sued Brookdale. The facility moved to compel arbitration. In August 2022, the trial judge forced Charles’s negligence claims into arbitration although allowed non-personal injury claims to proceed in court.²⁴
- On February 28, 2020, Granville Williams Jr. became a resident of Azalea Court, an assisted living facility in Smyrna, Tennessee. He died two months later. His son James filed a wrongful death action against Smyrna Residential LLC and Americare Systems Inc. (two businesses that managed/operated Azalea Court) for terrible neglect leading to his death. The defendants responded with a motion to compel arbitration, arguing that Granville’s daughter Karen had signed an arbitration agreement when he was admitted to Azalea Court and had power of attorney to enter the agreement on his behalf. In August 2021, the trial court denied the motion, ruling that: 1) Karen lacked authority to sign the agreement; and 2) James wasn’t bound by the agreement since he wasn’t a party to it. An appeals court affirmed in April 2022, but the Tennessee Supreme Court reversed, determining in a February 2024 decision that the claims were subject to arbitration.²⁵
- Phyllis Montoya, 93, who was in need of constant care due to “dementia, macular degeneration, and persistent atrial fibrillation,” was admitted to Pacifica Rosemont nursing home on November 30, 2019. Her children filled out a residence and care agreement that included a forced arbitration clause. Within 19 days, while “unsupervised by any staff at Pacifica,” her “wheelchair fell backwards and she hit her head against the wall with such force that it left a dent in the facility’s wall.” She was taken to a hospital ER, where she was diagnosed with a brain hemorrhage for which she couldn’t be treated. Phyllis was sent back to Pacifica. Less than a month later, she was dead. When Phyllis’s estate sued, Pacifica filed a motion to compel arbitration in federal court. In August 2023, a New Mexico district court ruled that: 1) Phyllis’s children had the authority to enter into an arbitration agreement on her behalf; 2) the agreement could be upheld even though it “required claimants to arbitrate their claims against Pacifica Rosemont while allowing the facility to litigate its claims against residents or their representatives”; and 3) the estate could only pursue wrongful death claims via arbitration.²⁶

- Eighty-year-old Carmen Barberi had just finished a lengthy hospital stay, was visually impaired and suffering a host of serious health issues when he was admitted to Bey Lea Village, a skilled nursing facility in Toms River, New Jersey, on April 18, 2018. At the time of admission, he was asked to sign a 97-page agreement which included a forced arbitration provision that began on the 89th page. Carmen died less than a month later. In March 2020, family members sued the nursing facility and other parties over severe neglect that led to his death. Bey Lea sought to compel arbitration, arguing that Carmen was bound by the agreement he signed, even though Bey Lea was unable to locate it. In May 2022, the trial court granted the motion, leaving it to the arbitrator to determine the exact content of the admission agreement. A New Jersey appeals court reluctantly affirmed in an April 2023 opinion, explaining that “despite [the New Jersey] Legislature’s clear desire to outlaw arbitration provisions in admission agreements like this, we are constrained to affirm the order that both compelled arbitration and stayed this lawsuit” because “the Supreme Court of the United States has determined that the policy favoring arbitration embodied in the Federal Arbitration Act, 9 U.S.C. §§ 1-16, is of such magnitude that contrary state interests are rendered irrelevant.”^{27,28}

PATIENTS

- Fifty-seven-year-old Angela Mendez was found dead in her apartment in March 2021, one day after undergoing liposuction at a Goals Aesthetics and Plastic Surgery facility in New York City. An autopsy determined that her death was caused by a blood clot in her lung as a complication from the surgery. When her estate sued Goals and the doctors involved in March 2023, Goals sought to compel arbitration based on an agreement Angela had electronically signed before undergoing the procedure. In June 2024, the trial court granted the motion. An appeals court affirmed in January 2026, explaining in part that Angela’s estate “has not shown how the agreement left the decedent with no choice but to ‘take it or leave it,’ as decedent maintained the ability to have the procedure done elsewhere.” While the appeals court reinstated the claims against the doctor and his professional corporation because they weren’t parties to the arbitration agreement and had not themselves moved to compel arbitration, it upheld the forced arbitration clause when it came to allegations against Goals.²⁹
- On September 27, 2017, Carlos Lopez Rivera underwent eye surgery at Lasik Vision Institute in Burlington, Massachusetts. That morning, before the procedure, Carlos, whose primary language was Spanish, was asked to sign a stack of documents printed in English and provided by the doctor doing the surgery. One of them was a forced arbitration agreement covering “any and all actions for medical malpractice.” Carlos signed and initialed the document. Following the surgery, his left eye vision was blurred and there were other complications requiring a second surgery with a new doctor. However, his blurred vision could not be corrected. In September

2020, Carlos sued his first doctor for medical malpractice. The trial court would not compel arbitration since “no one explained the arbitration agreement to Lopez in his primary language (Spanish),” he “lacked a sufficient understanding of English to know what he was signing, and ‘that in signing a stack of multiple forms without translating into Spanish that one of these forms was for binding arbitration, [Lopez] was led to believe that he was signing medical forms.’” In August 2023, a Massachusetts appeals court reversed, finding there was no fraud, duress or unconscionability to invalidate the arbitration agreement.³⁰

RECREATION CENTER GUESTS

In June 2023, Antoinette Marinchak died from Legionnaire’s Disease contracted at the Bonterra at Cross Creek Ranch recreation center, located in the Texas gated community where she lived. The following month, her children sued Bonterra and others, believing they failed to safely maintain the community clubhouse, pool, spa and other water systems. The defendants sought to compel arbitration, pointing to a provision in the home purchase agreement that Antoinette and her son signed in 2018. The trial court denied the motion in February 2024. Two years later, a Texas appeals court reversed and remanded, finding that the children’s claims fell within the scope of the arbitration provision.³¹

RIDE-SHARE DRIVERS/PASSENGERS

- On September 7, 2025, Francisco Pacheco ordered a Lyft to pick him up and drop him off in New Jersey. The driver mistakenly took him to the Bronx and forced him to exit the vehicle on the highway, where he was hit and killed by another car. In December 2025, his widow sued Lyft and the driver on behalf of Francisco’s estate and their two children. Lyft moved to compel arbitration, arguing that Francisco had agreed to Lyft’s terms of service, which included a broad forced arbitration clause. The district court agreed in May 2026, staying the case and forcing the claims into arbitration proceedings.³²
- Joseph Schelstraete was working as a driver for Uber when he was shot and killed while responding to a ride request in Cicero, Illinois from Lamarion Wright, who had created a fake account in the Uber application as part of a plan with others to rob the driver. In December 2022, Joseph’s mother sued Uber and its subsidiary under the Illinois Wrongful Death Act and Illinois Survival Act. The companies moved to compel arbitration based on an arbitration clause in the Platform Access Agreement (PAA) Joseph had agreed to in order to use the driver version of the Uber app. That PAA also contained a choice of law clause that designated Indiana law as governing disputes since Joseph lived in Indiana. The judge granted Uber’s motion with respect

to the survival claims but denied arbitration of the wrongful death claims under Illinois law. In December 2023, an appeals court found that the lower court had mistakenly allowed the wrongful death claims to go forward, ruling that they were required to be arbitrated under the PAA that Joseph had signed.^{33,34}

- In March 2022, Georgia and John McGinty were rear passengers in an Uber in New Jersey when their driver ran a red light and struck another vehicle. Both McGintys were severely injured. When the couple sued Uber in February 2023, the company argued that the lawsuit had to be resolved in arbitration because Georgia had accepted Uber's terms of use multiple times while creating and using her account. The McGintys countered that the latest version of the agreement before their accident—the one Uber relied upon to compel arbitration—1) didn't include earlier language advising consumers that they were waiving their right to trial by jury; 2) was likely accepted by their minor daughter while placing an Uber Eats order; and 3) shouldn't bind John. In November 2023, the court rejected Uber's motion to compel arbitration. An appeals court reversed in September 2024 and the New Jersey Supreme Court denied review the following March, leaving arbitration as Georgia and John's only option.³⁵
- In July 2020, Emily Wu was severely injured when her Uber driver dropped her off in the middle of the street, where she was "almost immediately struck by another vehicle." She sued Uber for negligence. The company missed the legally mandated 30-day window to respond or appear. When Emily moved for default judgment in March 2021, the company sought to compel arbitration, pointing to an online agreement she had assented to—*roughly two months after filing her suit*—in order to continue using the ride-sharing service. In December 2022, a judge granted the motion; that ruling was affirmed by an intermediate appellate court and ultimately by New York's highest court in a 5-2 November 2024 decision.³⁶
- On March 20, 2019, Shannon Chilutti, who uses a wheelchair for mobility assistance, booked a ride home from a medical appointment in Langhorne, Pennsylvania through the Uber app. The driver secured the wheelchair with retractable hooks but failed to provide Shannon with a seatbelt despite her request for one. During the ride, the driver made an aggressive left turn, causing Shannon to fall out of her wheelchair and hit her head, rendering her unconscious. Shannon's husband, Keith, who was also a passenger in the vehicle, witnessed the incident. When the couple sued Uber in September 2020, the company moved to compel arbitration. The trial court granted the arbitration motion in April 2021. Over two years later, in July 2023, a divided en banc appeals court panel reversed and remanded. In January 2026, the Pennsylvania Supreme Court vacated that decision and ordered the intermediate court to quash Shannon and Keith's appeal, which it did in April 2026. As of August 2026, Uber had petitioned the Pennsylvania Supreme Court to bypass the trial court, presumably to resolve the substantive issue as to whether the arbitration provision was enforceable.³⁷

SPORTS SPECTATORS

On December 27, 2021, Brandon Gordon bought nine football tickets for a January 2, 2022 game between the Philadelphia Eagles and the Washington Football Team (later named the Washington Commanders) at FedExField in Landover, Maryland. He used a website called “TickPick,” whose terms of service had a forced arbitration clause. After the Eagles won, Brandon and his group wanted to give congratulatory high-fives to the Eagles players. They were directed to a tunnel area. As four of them leaned against a railing, it collapsed, causing them to fall 5 to 10 feet to the concrete floor. Witnesses say security staff lifted the injured and the railing off the ground but did not provide medical aid, instead directing them “to get back on the wall from which they had just fallen and told them to ‘get the f*** out of the stadium.’” When they sued the owner of the Washington Commanders, the stadium owner and the company that provided stadium security in September 2022, the defendants sought to compel arbitration based on the terms and conditions governing the purchase and use of the tickets. The district court denied the motion, ruling that Brandon Gordon, the ticket purchaser, couldn’t bind the four victims to the arbitration clause regardless of whether he agreed to it. In October 2024, the 4th Circuit reversed and vacated, holding that they were all bound by that agreement if the lower court determined that Brandon had a contract with the defendants.^{38,39}

STUDENTS

In November 2021, two 15-year-old boys were sexually assaulted by Patrick Guinee Jr., then 19 and a post-graduate athlete, while they were enrolled in the lacrosse student-athlete program at IMG Academy, a world-renowned sports boarding school in Bradenton, Florida. Guinee was expelled, arrested and sentenced to jail and probation. In November 2025, the survivors sued IMG for, among other things, allowing minors to be largely unsupervised “and exposed to ‘pornography, sexual harassment and sexual misconduct’ while ‘drugs and alcohol were rampant.’” IMG moved to compel arbitration, arguing that the victims’ fathers had signed enrollment contracts mandating that future claims be resolved out of court. At an August 3, 2026 hearing on the motion, the school’s attorney reportedly “told the court that his client brought its compel motion partly because the plaintiffs went to ‘an extreme to try to put this matter in the press instead of where it belongs, in arbitration.’” As of publication, a decision on the motion was still pending.⁴⁰

TEENS ONLINE

The estate of 16-year-old Miranda Corsette filed a wrongful death lawsuit against Grindr after the Florida teenager was lured through the dating app by Steven Gress, a 35-year-old man she met on the platform. She was subsequently held captive, tortured for several days, murdered and dismembered with a chainsaw. Her estate believed Grindr lacked safeguards to protect teens from such encounters. In August 2025, Grindr moved to compel arbitration because the app's terms of service—which Miranda had to click in order to sign up for the app—included a broad forced arbitration clause. The trial court granted the motion in November 2025. Six months later, Miranda's estate asked the judge to reconsider his decision. As of June 2026, a decision was still pending.⁴¹

TRAIN PASSENGERS

In January 2019, Amtrak added a forced arbitration clause to its ticket purchases.⁴² The clause is not just being used by Amtrak but also by the freight companies that own the tracks Amtrak runs on. A case in point: On June 27, 2022, Amtrak's Southwest Chief was traveling from Los Angeles to Chicago on BNSF Railway-owned tracks near Mendon, Missouri when it collided with a dump truck, causing an eight-car derailment. Four people were killed—three passengers and the truck driver—while more than 140 passengers and crew members suffered injuries. Wrongful death and personal injury lawsuits followed in state court against BNSF and others. The company responded by going to federal court, arguing that victims had agreed to arbitrate all future claims when they bought Amtrak tickets or had tickets purchased for them *even though BNSF itself didn't sell the tickets*. In March 2026, a federal judge ruled that 14 passengers had to arbitrate their personal injury claims.⁴³

VICTIMS WHO FOUGHT FORCED ARBITRATION AND WON

ADVENTURE PARK GUESTS

On June 23, 2024, five-year-old L.L. suffered fractures to his left ulna and radius at Urban Air Trampoline and Adventure Park South Hackensack in New Jersey. A few months later, his parents sued Urban Air. Pointing to a forced arbitration clause buried in an electronic agreement L.L.'s father had to agree to in order to access to the park, the company sought to force the family into arbitration. Even though the trial court initially granted the motion, the appellate court denied it, calling the contract so confusing that it "did not put consumers on clear notice as to what they were being asked to waive."⁴⁴

AUTOMOBILE PASSENGERS

(*See also*, Ride-Share Passengers)

On July 19, 2023, Nicole Jean, who worked for OTS Solutions, was being driven home by co-worker Francis Gilles as part of the company's transportation program for Philadelphia-based employees and contractors. Their SUV was struck by a New Jersey Transit bus on Interstate 676 North in Camden, New Jersey, causing the car to overturn several times onto the Exit 1 ramp, killing Nicole. In November 2024, Nicole's family member sued OTS Solutions and Gilles. Nearly seven months later, the company moved to compel arbitration based on a purported electronic arbitration agreement signed by Nicole. In July 2025, the trial court granted the motion and dismissed the complaint. That decision was reversed and remanded in April 2026, with an appeals court finding that: 1) OTS failed to provide adequate evidence that Nicole signed or understood the agreement; and 2) the lower court "misstepped in dismissing the complaint after deciding the matter was subject to arbitration. On remand, if the court compels arbitration, the matter should be stayed, not dismissed."⁴⁵

CHILDREN ONLINE

In 2023, John Doe's father created user accounts for his son on the Roblox and Discord platforms. The 13-year-old was contacted by a predator through Roblox's "Pet Simulator," an

online children's game where players collect virtual pets. The man groomed Doe, moved their communications to Discord and induced him to send nude images in exchange for Robux, Roblox's virtual currency. The predator also manipulated Doe into sharing his home address and threatened him, prompting his father to call the police. The predator was later arrested and pled guilty to criminal charges. Terrified that the predator knew where they lived, the family moved across the country. Doe is now being treated for serious mental health disorders as a result of this experience. In February 2025, the family sued Roblox and Discord, believing the companies had failed to implement measures to protect kids from predators. Both companies tried to force the case into arbitration. The trial court said no because: 1) Discord hadn't shown whether the arbitration agreement was with Doe or with his father; and 2) the federal Ending Forced Arbitration of Sexual Assault and Harassment Act barred arbitration of Doe's Roblox claims since the allegations constituted a "sexual assault dispute." As of August 2026, both rulings were on appeal.^{46,47}

CRUISE PASSENGERS

Between December 1, 2023 and February 26, 2024, stateroom attendant Arvin Mirasol placed hidden cameras inside passenger cabin bathrooms aboard Royal Caribbean's *Symphony of the Seas*. He used the recording devices to capture adult and child passengers undressing and showering. Mirasol also entered cabins while passengers were showering to hide under their beds and record them as they exited. He uploaded these images online. Up to 960 passengers across more than 12 consecutive cruises during those three months were potentially impacted. He was eventually arrested and sentenced to 30 years in federal prison. In October 2024, affected passengers filed a class action lawsuit against Royal Caribbean for numerous security failures. The company sought to compel individual arbitration, arguing that passengers had agreed to it in their ticket contracts. In April 2026, a federal magistrate judge recommended that the motion be denied, finding that both the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act and federal maritime law barred arbitration. The following month, a district judge adopted that recommendation. Royal Caribbean filed an appeal, which was still pending as of August 2026.⁴⁸

E-MOPED RENTERS

On September 19, 2021, 22-year-old Andreas Belli-Marinis was killed after being ejected from his rented Revel e-moped and struck by a vehicle in New York City. When Andreas's parents sued Revel in March 2022, the company sought to compel arbitration; a forced arbitration

clause was buried in the Revel app's sign-up agreement. The trial court granted the motion in April 2023. Andreas's parents appealed the decision with respect to their wrongful death claim. In June 2025, a unanimous appeals court ruled that the wrongful death cause of action could go forward in court since the parents "never agreed to arbitrate any claims with Revel and now cannot be forced to do so."⁴⁹

ELECTRIC VEHICLE OWNERS

Tiger Worku purchased a Tesla Model 3 in August 2024. The sales contract included a forced arbitration clause.⁵⁰ The following year, Tiger was electrocuted while attempting to charge his car at a Tesla supercharger in St. Paul, Minnesota, causing him to suffer long-term health complications such as heart rhythm and cognitive issues. When he sued Tesla in January 2026, the company sought to force the case into arbitration. In June 2026, a district court denied the motion, ruling that his injury did not fall with the scope of the sales contract.⁵¹

HOME RENTAL GUESTS

In May 2020, Ian Bannon booked a property in Galena, Illinois using Airbnb's website, indicating that there would be nine guests when making the reservation. His friend, Andrew Peterson, was not included on that list. Ian hosted a party that Andrew attended. The property had an elevated porch deck, and when Andrew leaned against it, the railing gave way. He was gravely injured, suffering an open ankle fracture so severe that his leg had to be amputated. When Andrew sued Airbnb, the company sought to force his case into arbitration because Andrew had signed up for an Airbnb account years earlier—*which he never used*. Both the trial and appellate courts said no to Airbnb, ruling, "The arbitration provision should apply only when the claims arise from a plaintiff's use of the Airbnb platform and not on the fortuity of a plaintiff having created an account. Holding otherwise leads to [an] absurd result.... A contract—and not fate—dictates arbitrability."⁵²

LONG-TERM CARE RESIDENTS

- In November 2024, nursing home patient "Jane Doe" sued Ambler Extended Care Center, among others, saying that the facility allowed a resident with a known history of sexually inappropriate conduct to leave his room, walk past two nurses, enter her room and sexually assault her while she was sleeping. She also said that Ambler retaliated against her after she refused to drop

criminal charges against the assailant, namely: “called the police to have [her] committed for inpatient, mental-health treatment against her will”; told her that “she was no longer permitted to reside at Ambler Extended Care Center” despite being a resident there for several years, which would leave her “homeless as she had no family nearby and needed around-the-clock nursing care”; removed her to another facility; and still “deposited her monthly check from social security without [Ms. Doe’s] permission.” Ambler sought to compel arbitration but the trial court denied the motion, finding that Doe never signed an arbitration agreement. In December 2025, an appeals court affirmed the decision, writing, “Ms. Doe provided the trial court with substantial, unrefuted evidence that she did not accept the arbitration agreement.” The same court denied a petition for reargument two months later, letting the case to go forward.⁵³

- Glendon Smalling was a resident at Immaculate Mary Center for Rehabilitation & Healthcare in Philadelphia. A forced arbitration clause was part of the admission papers. Glendon died on January 9, 2023 after suffering substandard care including, according to her family, numerous pressure wounds, malnutrition, weight loss and infections leading to her hospitalization. Her children sued the nursing home. It wasn’t until *fourteen months* after the initial complaint was filed that the defendants first sought to compel arbitration. In July 2025, the trial court denied the motion, explaining in a subsequent opinion that the defendants had waived their opportunity to enforce the arbitration clause. In June 2026, an appeals court agreed, allowing the case to continue.⁵⁴
- Eighty-one-year-old Jacques Moravia became a resident of Dolphin Pointe Health Care Center in Jacksonville, Florida on December 15, 2021. He was admitted directly from the hospital with a diagnosis of dementia or cognitive impairment. The following day, a nurse at Dolphin Point also diagnosed him with dementia. During that exam, she documented that he “was agitated, scared, upset, had poor concentration, and required refocusing” and had “asked her to call his son [Joseph Moravia, Jacques’s power of attorney] to answer her questions.” On that same day he saw the nurse, Jacques was asked to sign admission paperwork which included an arbitration agreement. As argued in a wrongful death action filed by his son, Jacques “was known to be at high risk of falling, yet during a five-month period, he sustained six falls while in the nursing home’s care. Following his sixth and final fall, Jacques was transported by ambulance to a hospital, where medical personnel observed that he was bloody, bruised and soiled with fecal matter. A CT scan revealed subarachnoid hemorrhages and he died several days later.” In response to the March 2023 lawsuit, Dolphin Pointe and its management company moved to compel arbitration. The trial court rejected the motion in May 2024 and, two years later, an appeals court unanimously affirmed, finding that Jacques “lacked sufficient mental capacity to sign the arbitration agreement when he was admitted to Dolphin Pointe....”⁵⁵

- Skyler Womack, an adult with physical and developmental disabilities, died on October 29, 2020, nine months after being admitted as an inpatient at Asistencia Villa Rehabilitation and Care Center, a 24-hour skilled nursing facility operated by Silverscreen Healthcare in Redlands, California. In January 2022, his parents sued Silverscreen for severe neglect that led to their son's death. The company filed a motion to compel arbitration based on an agreement Skyler signed on admission to the facility. In August 2022, the trial court ruled that all the parents' claims—with the exception of their wrongful death cause of action—were subject to arbitration. The case went through appeals. In August 2025, the California Supreme Court determined that greater specificity was needed in the complaint to determine whether the parents' wrongful death cause of action fell within a state law that would allow their claim to go forward in court. Four months later, the appeals court remanded the case to the trial court to allow Skyler's parents to file an amended complaint.⁵⁶
- In January 2017, Fay Vincent was discharged from a Pittsburgh hospital and admitted to Highland Park, a skilled nursing facility, for care and rehabilitation. At the time of admission, Fay was 67 and suffering from congestive heart failure, diabetes, pressure ulcers and other conditions. Highland Park documented that she was suffering from anxiety, sometimes had trouble concentrating and had blindness in both eyes. In addition, "Highland Park's assessment reported that [Fay] expressed that it was very important to her to have her family or a close friend involved in discussions about her care." She died roughly three months after admission. In August 2018, Fay's daughter sued Highland Park. The facility sought to compel arbitration based on an arbitration agreement Fay signed as part of the admissions process. In November 2020, the trial court rejected the motion, finding that the arbitration agreement was procedurally unconscionable because: 1) Fay "was in pain and was medicated at the time that she signed the Arbitration Agreement;" 2) she "was alone when she was asked to sign the Arbitration Agreement"; 3) she "had no opportunity to read the Arbitration Agreement and was not given a copy to review"; and 4) "the provisions of the Arbitration Agreement were not fully read or explained to [her]." The judge also held that "the provision requiring that [Fay] pay one-half of the costs of any arbitration, including one-half of the arbitrator's fees, was substantively unconscionable because it imposed additional expenses for bringing a claim that [she] would not have to bear in a court action." A three-judge appellate panel affirmed in July 2022, allowing the claims against Highland Park to proceed in court.⁵⁷

MOVING COMPANY CUSTOMERS

In November 2022, Daniel Duffy visited Dolly, Inc.'s website to retain moving services for a 400-plus-pound gas range stove into his Pennsylvania home. To complete the transaction, he wasn't required to open the hyperlinked terms of service or scroll to the bottom of the terms of service

agreement. The site simply required him to check a box stating that he accepted the company's terms of service in order to register and purchase services. The terms of service contained an arbitration provision but made no mention that users were waiving their right to jury trial. While moving the stove on December 3, 2022, Dolly employees lost control of it and the heavy appliance tumbled down the stairs, striking Daniel and pinning him against the wall. He suffered multiple compression fractures of the thoracic vertebrae, a pulmonary embolism, blood clots in his lungs, agonizing pain and other severe and permanent injuries. When Daniel sued Dolly in September 2024, the company sought to compel arbitration. Both the trial court and an appeals court found that no valid agreement to arbitrate existed between the parties because Daniel "never saw the terms of service and did not unambiguously assent to arbitration. Dolly's website did not provide reasonably obvious notice of its terms of service and, consequently, there was no meeting of the minds."^{58,59}

PATIENTS

On June 7, 2022, P.C. underwent liposuction and a double Brazilian Butt Lift at a Goals Aesthetics and Plastic Surgery facility in Ridgefield, New Jersey. She subsequently sued several Goals-affiliated entities and surgeon Peter Driscoll for sexual assault, which occurred while she was under anesthesia. P.C. argued that Goals had allowed Driscoll to perform surgery despite knowing his long history of serious misconduct. Among the examples alleged: license suspensions in Texas and California, playing pornography during surgery and sexual harassment complaints. The defendants sought to compel arbitration, pointing to an agreement P.C. had signed in connection with the procedures. In March 2026, the district court denied the motion, ruling that the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act blocked arbitration of P.C.'s claims.⁶⁰

RIDE-SHARE PASSENGERS

Cheryl Walker began using Uber in August 2017 and later agreed to the app's terms of use that included a forced arbitration clause. On six occasions, she ordered a guest ride for her husband Carroll, who never downloaded the Uber app or created his own Uber account. Each time, she would call to let him know that a car was on the way, knowing he wouldn't see or read any guest-rider text message from Uber given his practice of not reading or responding to text messages. The sixth guest ride, which occurred on the morning of March 18, 2021, ended in a catastrophic crash when the Uber driver "turned the wrong way down a one-way road into oncoming traffic," where he "collided with two cars head on." The crash left Carroll severely and permanently injured. He underwent amputations on both his legs, is "bedridden and expects to

spend the remainder of his life reliant on assisted care.” In December 2023, Cheryl sued Uber on Carroll’s behalf. Uber responded with a motion to compel arbitration, arguing that “Carroll was bound to arbitrate either by his own contract with Uber, ostensibly formed when he took the guest ride, or by Cheryl’s contract with Uber.” Both the D.C. district court and the D.C. Circuit said no, with the appeals court ruling in August 2026 that “Uber’s attempt to compel arbitration of Carroll’s claims fails for a straightforward reason: Carroll never agreed to be bound by Uber’s Terms of Use.”⁶¹

STALKING TARGETS

In 2019, three former members of the Church of Scientology—Chrissie Bixler, Jane Doe #1 and Jane Doe #2—sued the Church and others for stalking, invasion of privacy and intentional infliction of emotional distress after they reported to police that Church member and actor Danny Masterson had raped them when they were members. The Church moved to compel arbitration based on agreements the women had signed during their membership. An appeals court ruled in January 2022 that because the women were no longer affiliated with the Church, “they were not bound to its dispute resolution procedures” to resolve their claims for “conduct occurring after their separation from the Church and [that] do not implicate resolution of ecclesiastical issues.” In October 2022, the U.S. Supreme Court denied review, allowing the victims’ claims to proceed in court.^{62,63}

STUDENTS

- On the morning of April 20, 2023, Randi Swanson brought her two-and-a-half-year-old daughter Savannah to Hill Point Montessori, a preschool in West Hills, California. Randi also had her 10-month-old daughter Sadie with her. On the way to drop-off, they passed a cage on school grounds that held two adult rabbits. Savannah went to see them while her mother proceeded to the sign-in desk. Savannah then screamed, and Randi discovered that one of the rabbits had bitten off Savannah’s finger. Though surgery was able to reattach it, the finger couldn’t be restored to its original condition. When Randi sued Hill Point and its head of school on behalf of herself and her children, the defendants responded with a motion to compel arbitration, arguing that Randi had signed an enrollment agreement with an arbitration provision that covered all claims. In October 2025, the trial court denied the motion, finding that even though there was a valid agreement between Randi and the school, everyone’s claims should proceed together in court since the children were not subject to the agreement. Citing California’s Code of Civil Procedure, the judge explained that since Randi, Savannah and Sadie’s claims arose from the

same incident, “there is a possibility of conflicting rulings on a common issue of law or fact because the arbitrator could make findings on liability and damages for Randi’s claims that conflict with findings on liability and damages for Savannah’s and Sadie’s claims.” Given this, the original lawsuit should go forward.⁶⁴

- Parents enrolling their children at King’s Academy, a preK-12 school in West Palm Beach, Florida, were required to sign an agreement containing a forced arbitration clause. On December 11, 2020, I.C., a minor enrolled at the school, suffered serious injuries during routine on-campus cheerleading practice under the school’s supervision. Her parents sued King’s in March 2023. In May 2023, King’s insurer-provided attorney answered the complaint with 21 affirmative defenses—none mentioning arbitration—demanded a jury trial and served discovery requests. Nearly two weeks later, the school sought to: 1) withdraw the pleadings as “filed in error”; and 2) compel arbitration based on the enrollment agreement I.C.’s parents had signed. The trial court ruled that King’s had waived its right to compel arbitration by filing its answer and demanding discovery. When the school replaced its counsel and moved for reconsideration on the motion to compel, raising “[f]or the first time...the argument that [the] Attorney had not been authorized to act on its behalf,” the judge denied the motion again. In a July 2025 decision, an appeals court agreed with the ruling, finding that “[d]espite having an agreement to arbitrate with Plaintiffs, Defendant, through its insurance carrier, obtained an attorney who participated in litigation by filing an answer and further pleadings, and propounded discovery. This constituted a waiver of the parties’ agreement to arbitrate personal injury claims.”⁶⁵
- In 2019, J.H. was sexually assaulted by a school employee while a freshman boarding student at the Lawrenceville School in New Jersey. There were other student victims as well. The employee was caught and pled guilty to various charges. In May 2025, J.H. sued the school. Lawrenceville sought to compel arbitration, pointing to the re-enrollment agreement J.H.’s father had signed before his senior year (2022-2023). The trial court rejected the motion, finding there was “clearly no meeting of the minds that signing the 2022[-]2023...re-enrollment agreement would have the legal effect of waiving [J.H.’s] right to [a] jury trial for a sexual assault dispute that arose in 2019.” In January 2026, an appeals court disagreed with the lower court’s reasoning—holding that the arbitration clause was broad enough to cover the 2019 assault—but affirmed denial of the motion because the federal Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act barred arbitration of the case. As of June 2026, the case was on appeal.⁶⁶

TRUCK DRIVERS

Mesilla Valley Transportation (MVT) driver Orlando Robles was killed around 4 a.m. on October 28, 2020 while sleeping in the sleeper compartment of an MVT tractor-trailer. His co-driver and

company trainer, Juan Garcia, had fallen asleep at the wheel, causing the semi to drift off I-40 just outside of Roland, Oklahoma and crash into a box truck parked on the shoulder with its emergency lights flashing. Orlando's family sued MVT, Garcia and other parties. After settling with the other defendants, family members brought a wrongful death action against MVT and Garcia in October 2022. MTV and Garcia sought to compel arbitration based on an agreement Orlando had signed with OEP, the company that leased his services to MVT. Lower courts denied the motion, finding that MVT failed to provide evidence that it was an affiliate of OEP entitled to force the case into arbitration. In March 2025, the Texas Supreme Court denied review, allowing the suit to proceed.^{67,68}

NOTES

¹ For example, a 2025 empirical study by UC Davis law professor David Horton revealed that: 1) “nearly eighty percent of Fortune 500 enterprises mandate arbitration for at least some of their customers or workers (or both)”; and 2) “[s]eventy-seven percent of forced arbitration clauses expressly prohibit class actions, seventy-eight percent contain delegation clauses, and about half feature a term that may be substantively unconscionable.” David Horton, “Forced Arbitration in the Fortune 500,” 109 *Minn. L. Rev.* 2165 (2025), <https://scholarship.law.umn.edu/cgi/viewcontent.cgi?article=1163&context=minnrev>

² See, e.g., U.S. Chamber of Commerce Institute for Legal Reform, “New Study: Consumers and Employees Win More Money, More Often, and More Quickly in Arbitration Than in Court,” March 15, 2022, <https://instituteforlegalreform.com/press-release/new-study-consumers-and-employees-win-more-money-more-often-and-more-quickly-in-arbitration-than-in-court>

³ Consumer Financial Protection Bureau, *Arbitration Study: Report to Congress, pursuant to Dodd–Frank Wall Street Reform and Consumer Protection Act § 1028(a)* (March 2015), http://files.consumerfinance.gov/f/201503_cfpb_arbitration-study-report-to-congress-2015.pdf. (“Companies prevailed in 93 percent of cases in which companies made claims or counterclaims that were resolved by arbitrators and where the CFPB was able to ascertain the outcome.”) See also, American Association for Justice, *The Truth About Forced Arbitration* (September 2019), <https://www.justice.org/-/media/files/research-reports/forced-arbitration-report-2019.pdf>; Economic Policy Institute, “Correcting the record: Consumers fare better under class actions than arbitration,” August 1, 2017, <https://www.epi.org/publication/correcting-the-record-consumers-fare-better-under-class-actions-than-arbitration>

⁴ Anna Betts, “Disney seeks to dismiss a wrongful death lawsuit over widower’s Disney+ free trial,” *Guardian*, August 14, 2024, <https://www.theguardian.com/us-news/article/2024/aug/14/disney-wrongful-death-lawsuit>; *Piccolo v. Great Irish Pubs Florida, Inc.*, Case No. 2024-CA-001616-O (Orange County Cir. Ct., Fla.) (Disney’s motion to compel arbitration and stay case, 2024 WL 3874700) (complaint, 2024 WL 3842742).

⁵ Marlene Lenthang, “Disney backpedals on saying man can’t sue over wife’s death because he signed up for Disney+,” *NBC News*, August 20, 2024, <https://www.nbcnews.com/news/us-news/disney-backpedals-saying-man-cant-sue-wifes-death-signed-disney-rcna167310>

⁶ *Ibid.*

⁷ Peggy O’Hare, “U.S. Trustee ‘seriously evaluating’ dismissal or liquidation in Camp Mystic bankruptcy,” *San Antonio Express-News*, September 1, 2026, <https://www.expressnews.com/news/article/camp-mystic-s-bankruptcy-case-eyed-dismissal-22412234.php>; Peggy O’Hare, “Camp Mystic flooding victim’s parents accuse defendants of ‘forum shopping,’” *San Antonio Express-News*, August 10, 2026, <https://www.expressnews.com/news/article/cile-steward-s-parents-want-lawsuit-camp-mystic-22381873.php>; Louis Amestoy, “Camp Mystic arbitration battle plays out over morning of legal argument in Austin,” *Kerr County Lead*, June 10, 2026, <https://kerrcountylead.com/camp-mystic-arbitration-battle-plays-out-over-morning-of-legal-argument-in-austin>; Kailey Hunt, “Parents of girls who died at Camp Mystic want their day in court. A judge must

decide if they get it,” *KUT* (Austin, Tex.), June 10, 2026, <https://www.houstonpublicmedia.org/articles/court/2026/06/10/554110/camp-mystic-lawsuits-arbitration-texas-floods>; Ayden Runnels, “Family of still-missing camper sues to shut down Camp Mystic,” *Texas Tribune*, February 8, 2026, <https://www.texastribune.org/2026/02/06/texas-hill-country-camp-mystic-lawsuit-negligence>

⁸ See Center for Justice & Democracy, “Safeguarding a Pillar of American Freedom - An Historical Primer on the Right to Jury Trial in Civil Cases,” <https://centerjd.org/content/fact-sheet-safeguarding-pillar-american-freedom-historical-primer-right-jury-trial-civil>

⁹ *Parklane Hosiery Co., Inc. v. Shore*, 439 U.S. 322 (1979) (Rehnquist, J., dissenting).

¹⁰ The major report cited by the U.S. Chamber of Commerce in support of forced arbitration, which the Chamber funded and commissioned, specifically excludes any examination of personal injury cases. See ndp | analytics, *Fairer, Faster, Better III: An Empirical Assessment of Consumer and Employment Arbitration* (March 2022), <https://institutelegalreform.com/wp-content/uploads/2022/03/Fairer-Faster-Better-III.pdf> (“Our analysis excludes consumer cases involving healthcare, insurance, and personal injury claims.”)

¹¹ New legal cases arising from ride-share crashes are continually emerging. For example, just before publication, the Illinois Supreme Court ruled in a unanimous decision that Uber could not compel the estate of a passenger killed in a 2022 Uber car crash to arbitrate its wrongful death claim based on an Uber account agreement his widow—who was the independent administrator of his estate—had signed in her own name, because that agreement only covered disputes arising from her own use of the Uber app. *Geller v. Uber Technologies Inc.*, 2026 IL 132066. See also, Mawa Iqbal, “Illinois Supreme Court sides with widow of Uber rider killed in wrongful death case,” *Chicago Sun-Times*, September 25, 2026, <https://chicago.suntimes.com/illinois-supreme-court/2026/09/25/illinois-supreme-court-uber-driver-lawsuit-dead-passenger-wrongful-death-case>

¹² As we show in this report, individuals who are clearly incapacitated or diminished—or their family or friends, who may not even hold powers of attorney—are often asked to sign these clauses under tremendous duress. When someone enters a nursing home, it is often because a patient is being discharged from a hospital after suffering a serious illness or injury. Their family is scrambling to find a facility with a decent reputation, few state violations and that accepts Medicaid. Expecting people in this kind of emergency to negotiate the terms of an admission form—including a forced arbitration clause—even if they theoretically could, and even though asking questions risks the facility turning them away, is unconscionable.

¹³ *Marmet Health Care Center, Inc. v. Brown*, 565 U.S. 530 (2012). The dispute arose from three consolidated West Virginia wrongful death suits where family members sued nursing homes after residents died under their care. Although the admission agreements contained binding arbitration clauses, the state’s high court held that, “as a matter of public policy under West Virginia law, an arbitration clause in a nursing home admission agreement adopted prior to an occurrence of negligence that results in a personal injury or wrongful death, shall not be enforced to compel arbitration of a dispute concerning the negligence.” According to the court, “Congress did not intend for arbitration agreements, adopted prior to an occurrence of negligence that results in a personal injury or wrongful death, and which require questions about the negligence be submitted to arbitration, to be governed by the Federal Arbitration Act.” *Brown v. Genesis Healthcare Corporation*, 228 W.Va. 646 (2011). In 2012, the U.S. Supreme Court overturned that decision, unanimously reaffirming that “[w]hen state law outright prohibits the arbitration of a particular type of claim, the analysis is straightforward: The conflicting rule is displaced by the [1925 Federal Arbitration Act.]” *Marmet Health Care Center, Inc. v. Brown*, 565 U.S. 530 (2012).

¹⁴ In 2021, Congress enacted the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (EFAA), 9 U.S.C. §§ 401-402, which narrowly preserves survivors' rights to pursue their sexual harassment or assault claims in civil court notwithstanding a forced arbitration agreement. EFAA cases continue to emerge. For example, just before publication, a New York appeals court unanimously ruled that EFAA barred a sorority from trying to force its student member into arbitration after she was required to attend an off-campus fraternity event, was not properly supervised, and was then sexually assaulted. *C.N. v. Sigma Delta Tau Society*, 2026 NY Slip Op. 05405 (2nd Dept.) See also, Alyssa Aquino, "Federal Law Against Arbitration Keeps Sorority's Negligence Case in Court, NY Appeals Court Says," *New York Law Journal*, September 24, 2026, <https://www.law.com/newyorklawjournal/2026/09/24/federal-law-against-arbitration-keeps-sororitys-negligence-case-in-court-ny-appeals-court-says>

¹⁵ Collin Krabbe, "Mother Must Arbitrate Child's Trampoline Park Injury Suit," *Law360*, October 25, 2023, <https://www.law360.com/articles/1736036/mother-must-arbitrate-child-s-trampoline-park-injury-suit>; *K.H. v. Chicago Urban Air LLC*, Case No. 22-cv-06494 (N.D. Ill.) (memorandum opinion and order, 2023 WL 6976990); *Headlee v. Chicago Urban Air*, Case No. 2022LA000441 (Will County Cir. Ct., Ill.) (complaint, July 13, 2022).

¹⁶ The lawsuit was filed against Cruise, its owner GM Cruise LLC and General Motors, which manufactured and owned the Chevrolet Bolt AV involved in the accident. *Wilkins v. Cruise LLC*, Case No. A173832 (Cal. App.) (respondent's opening brief, 2025 WL 3520298).

¹⁷ Mike Curley, "GM Robotaxi 'Sign-In Wrap' Sends Injury Suit To Arbitration," *Law360*, July 15, 2026, <https://www.law360.com/personal-injury-medical-malpractice/articles/2501166/gm-robotaxi-sign-in-wrap-sends-injury-suit-to-arbitration>; *Wilkins v. Cruise LLC*, Case No. A173832 (Cal. App.) (opinion, 2026 WL 2029446) (respondent's opening brief, 2025 WL 3520298); *Wilkins v. Cruise LLC*, Case No. CGC-25-622344 (S.F. Super. Ct., Cal.) (complaint, February 13, 2025).

¹⁸ Crystal was called to Medina's office, where he proceeded to close the door, direct Crystal to his desk and put his hands down her pants, digitally penetrating her vagina. In shock, she didn't know how to react. He "then pulled down her pants and performed cunnilingus on her" and "then pulled his pants down and put a condom on his penis. At that point, [Crystal] told [him] to stop and that she had a husband. In response, [he] stated that her 'pussy' tasted good enough for now and that she could leave." *Settle v. Securitas Security Services USA, Inc.*, Case No. HUD-L-001934-22 (Hudson County Super. Ct., N.J.) (complaint, June 14, 2022).

¹⁹ *Settle v. Securitas Security Services USA, Inc.*, Case No. HUD-L-001934-22 (N.J. Super.) (order, 2022 WL 20139857; aff'd by 2023 WL 2909118) (complaint, June 14, 2022).

²⁰ *Doucette v. Neutron Holding, Inc.*, 288 A.3d 339 (D.C. 2023); *Doucette v. Neutron Holding, Inc.*, Case No. 21-CV-896 (D.C. App.) (appellant brief, 2022 WL 6808496); *Doucette v. Neutron Holding, Inc.*, Case No. 2020 CA 005118 B (D.C. Super. Ct.) (complaint, December 22, 2020).

²¹ *SCI Texas Funeral Services, LLC v. Gonzalez*, Case No. 13-21-00453-CV (Tex. App.) (memorandum opinion, 2023 WL 3637979) (appellee's second amended brief, 2022 WL 903578).

²² *Owensboro KY Opco, LLC v. Hall*, Case No. 024-CA-1080-MR (Ky. App.) (opinion, 2026 WL 1189791); *Hall v. Owensboro KY Opco, LLC*, Case No. 23-CI-00007 (Daviness County Cir. Ct., Ky.) (order denying defendants' motion to compel arbitration, 2024 Ky. Cir. LEXIS 161); Eleanor Laise, "As the Pandemic Struck, a Private-Equity Firm Went on

a Nursing-Home Buying Spree,” *Barron’s*, August 6, 2020, <https://canhrnews.com/as-the-pandemic-struck-a-private-equity-firm-went-on-a-nursing-home-buying-spree>

²³ *Rotan v. Unlimited Development, Inc.*, Case No. 5-22-0182 (Ill. App.) (order, 2023 WL 2173681).

²⁴ *ESC IV LP v. Young*, Case No. 09-23-00051-CV (Tex. App.) (memorandum opinion, 2023 WL 8467381) (appellants’ brief, 2023 WL 3271516) (appellees’ brief, 2023 WL 3674570); Paula Span, “Arbitration Has Come to Senior Living. You Don’t Have to Sign Up.” *New York Times*, September 24, 2022, <https://www.nytimes.com/2022/09/24/health/assisted-living-arbitration.html>; *Young v. Brookdale Dowlen Oaks*, Case. No. D209137 (Jefferson County Dist. Ct., Tex.) (original petition, 2022 WL 225277).

²⁵ *Williams v. Smyrna Residential, LLC*, Case No. M2021-00927-COA-R3-CV (Tenn. App.) (opinion, 2022 WL 1052429, rev’d and rem’d by 685 S.W.3d 718 (Tenn. 2024)); *Williams v. Smyrna Residential LLC*, Case No. M2021-00927-SC-R11-CV (Tenn.) (plaintiff-appellee’s brief, 2022 WL 22227890). *See also*, “Tenn. High Court: Arbitration Agreement With Care Home Not ‘Health Care Decision,’” *Mealey’s Daily News Update*, February 21, 2024.

²⁶ Mary Anne Pazanowski, “Arbitration Clause Binds Estate in Suit Against Nursing Home,” *Bloomberg Law*, August 14, 2023, <https://www.bloomberglaw.com/bloomberglawnews/litigation/X9KJFI88000000>; *Pacifica Rosemont LLC v. Wrongful Death Est. of Montoya*, Case No. 1:22-cv-00392-MLG-SCY (D.N.M.) (memorandum opinion and order, 2023 WL 5176125) (defendant’s response in opposition to plaintiff’s motion to compel arbitration, 2022 WL 17819186).

²⁷ *Barberi v. 1351 Old Freehold Road Operations LLC*, Case No. A-3265-21 (N.J. App. Div.) (opinion, 2023 WL 3140350); *Barberi v. 1351 Freehold Road Operations LLC*, Case No. OCN-L-000738-20 (Ocean County Super. Ct., N.J.) (order granting motion to compel arbitration, May 19, 2022) (complaint, March 30, 2020).

²⁸ The parties reached a settlement in June 2024, though it’s unclear whether Bey Lea ever fulfilled its legal obligation. Withdrawal of Motion to Enforce Settlement, July 29, 2025 (on file with CJ&D); Certification in Support of Notice of Motion to Enforce Settlement, July 1, 2025 (on file with CJ&D); Notice of Motion to Enforce Settlement, July 1, 2025 (on file with CJ&D); Notice of Settlement, June 14, 2024 (on file with CJ&D).

²⁹ *Brown v. Hossain*, 245 A.D.3d 502 (N.Y. App. 2026); *Brown v. Hossain*, Case Nos. 2024-04247, 2025-01693 (N.Y. App.) (appellant’s reply brief, 2025 WL 2957980) (appellant-plaintiff brief, 2025 WL 2957973); Fred Schulte, “Cosmetic Surgeries Led to Disfiguring Injuries, Patients Allege,” *KKF Health News/NBC News*, July 28, 2025, <https://www.nbcnews.com/health/health-news/cosmetic-surgeries-patients-allege-disfiguring-injuries-rcna208290>; *Brown v. Hossain*, 83 Misc.3d 1220 (N.Y. Sup. Ct., N.Y. 2024).

³⁰ Eric T. Berkman, “Arbitration agreement enforceable in med-mal case vs. eye surgeon,” *Massachusetts Lawyers Weekly*, September 14, 2023, <https://masslawyersweekly.com/2023/09/14/arbitration-agreement-enforceable-in-med-mal-case-vs-eye-surgeon>; *Rivera v. Stetson*, 103 Mass. App. Ct. 187 (2023), review denied by 493 Mass. 1103 (2023); *Rivera v. Stetson*, Case No. 2022-P-0904 (Mass. App.) (opposition brief of plaintiff-appellee, 2022 WL 18780629).

³¹ *Laughlin v. Bonterra at Cross Creek Ranch Community Association, Inc.*, Case No. 2023-42205 (Harris County Dist. Ct., Tex.) (order, 2024 WL 7043675), rev’d by Case No. 1-24-00229-CV (Tex. App.) (memorandum opinion, 2026 WL 471705); *Laughlin v. Bonterra at Cross Creek Ranch Community Association, Inc.*, Case No. 2023-42205 (Harris County Dist. Ct., Tex.) (complaint, July 10, 2023).

³² *Lavayen v. Lyft, Inc.*, Case No. 26-CV-535 (S.D.N.Y) (memorandum opinion, 2026 WL 1493265); *Lavayen v. Lyft, Inc.*, Case No. 0166290/2025 (N.Y. Sup. Ct., NY) (complaint, December 16, 2025).

³³ The appeals court found that the trial court had wrongly based its decision on Illinois rather than Indiana law. Under Illinois law, a wrongful death claim isn't subject to an arbitration agreement signed by the person who died. But under Indiana law, an estate can bring only the claims the deceased person could have brought while alive. As a result, if those claims are covered by an arbitration agreement, the estate can be required to arbitrate them. *White v. Wright*, Case No. 1-23-1617 (Ill. App.) (order, 2023 WL 8525536).

³⁴ Mike Curley, "Mother Must Arbitrate Claims Against Uber Over Son's Death," *Law360*, December 11, 2023, <https://www.law360.co.uk/articles/1775820/mother-must-arbitrate-claims-against-uber-over-son-s-death>; *White v. Wright*, Case No. 1-23-1617 (Ill. App.) (order, 2023 WL 8525536); *White v. Wright*, Case No. 2022L010746 (Cook County Cir. Ct., Ill.) (complaint, December 2, 2022), <https://trellis.law/doc/239150858/other-personal-injury-complaint-filed>

³⁵ *McGinty v. Zheng*, Case No. A-1368-23 (N.J. Super. A.D.) (opinion, 2024 WL 4248446; cert. denied by 260 N.J. 291); *McGinty v. Zheng*, Case No. MID-L-1085-23 (Middlesex County Super. Ct, N.J.) (order denying motion to compel arbitration and dismiss litigation, 2023 WL 11987002) (brief in opposition to motion to compel arbitration, 2023 WL 11985128). *See also*, Rachel Treisman, "A court blocks a couple from suing Uber over a crash, citing terms and conditions," *NPR*, October 2, 2024, <https://www.npr.org/2024/10/02/nx-s1-5136615/uber-car-crash-lawsuit-uber-eats-arbitration-terms>; Anna Betts, "US couple blocked from suing Uber after crash say daughter agreed to terms while using Uber Eats," *Guardian*, October 1, 2024, <https://www.theguardian.com/us-news/2024/oct/01/new-jersey-uber-eats-car-crash>

³⁶ Alison Frankel, "Uber 'clickwrap' contract gets blessing from NY's top court. But there's a twist." *Reuters On the Case*, November 26, 2024, <https://www.reuters.com/legal/government/column-uber-clickwrap-contract-gets-blessing-nys-top-court-theres-twist-2024-11-26>; Andrew G. Simpson, "New York High Court Upholds Uber Arbitration Mandate For Previously-Filed Injury Case," *Insurance Journal*, November 26, 2024, <https://www.insurancejournal.com/news/east/2024/11/26/802707.htm>; Caroline Simson, "Uber Negligence Case Can Be Arbitrated, NY High Court Says," *Law360*, November 25, 2024, <https://www.law360.com/articles/2265445/uber-negligence-case-can-be-arbitrated-ny-high-court-says>; *Wu v. Uber Technologies, Inc.*, 78 Misc. 3d 551 (Bronx County Sup. Ct., N.Y. 2022), *aff'd* by 219 A.D.3d 1208 (1st Dept. 2023) and 43 N.Y.3d 288 (2024); *Wu v. Uber Technologies, Inc.*, Case No. 33964/2020E (Bronx County Supreme Ct., NY) (complaint, November 19, 2020).

³⁷ Docket for *Chilutti v. Uber Technologies, Inc.*, Case No. 51 EM 2026 (Pa. S.Ct.) (viewed September 18, 2026); *Miller v. Festival Fun Parks, LLC*, Case No. 92 WDA 2025 (Pa. Super.) (opinion, 2026 WL 2199005); *Chilutti v. Uber Technologies, Inc.*, Case No. 764 (Phil. Com. Pl. Ct., Pa.) (order, 2021 WL 10360843; *rev'd* and *rem'd* by 300 A.3d 430 (Pa. Super. 2023); *vac'd* and *rem'd* by 349 A.3d 826 (Pa. 2026), appeal quashed by 2026 WL 972882). *See also*, "Pa. Supreme Court: Order To Compel Arbitration Not Appealable In Uber Injury Suit," 27-12 *Mealey's Litig. Rep. Cyber Tech & E-Com.* 5 (2026).

³⁸ Andrew G. Simpson, "Fans Injured When Stadium Railing Collapsed Settle With Washington Commanders," *Insurance Journal*, July 17, 2025, <https://www.insurancejournal.com/news/east/2025/07/17/831936.htm>; *Naimoli Jr. v. Pro-Football*, 692 F.Supp.3d 499 (D. Md. 2023), *rev'd* and *vac'd* by 120 F.4th 380 (4th Cir. 2024); *Naimoli Jr. v. Pro-Football*, Case No. 8:22-CV-02276 (D. Md.) (complaint, September 9, 2022).

³⁹ The case ultimately settled in July 2025 for an undisclosed amount. Andrew G. Simpson, “Fans Injured When Stadium Railing Collapsed Settle With Washington Commanders,” *Insurance Journal*, July 17, 2025, <https://www.insurancejournal.com/news/east/2025/07/17/831936.htm>

⁴⁰ David Minsky, “Students’ Assault Suit Must Be Arbitrated, Fla. School Says,” *Law360*, August 3, 2026, <https://www.law360.com/articles/2498076/students-assault-suit-must-be-arbitrated-fla-school-says>; Lauren Peace, “5 things to know about the IMG lawsuit — and keeping kids safe,” *Tampa Bay Times*, July 10, 2026, <https://www.tampabay.com/sports/2026/07/10/5-things-know-about-img-lawsuit-keeping-kids-safe>; Alex Martin, “IMG Academy named in lawsuit alleging campus culture enabled abuse of younger athletes,” *USA TODAY*, July 9, 2026, <https://www.usatoday.com/story/sports/high-school/boys-lacrosse/2026/07/09/img-academy-lawsuit-why-the-florida-boarding-school-is-being-sued/90845532007>; Lauren Peace, “IMG Academy promised him an edge — then he was sexually assaulted on campus, lawsuit says,” *Tampa Bay Times*, July 9, 2026, <https://www.tampabay.com/news/breaking-news/2026/07/07/sexual-assault-student-athletes-img-academy-bradenton>; *Doe 1 v. IMG Academy, LLC*, Case No. 235770121 (Manatee County Cir. Ct., Fla.) (defendant IMG Academy’s motion to stay proceedings and compel arbitration, March 20, 2026) (complaint, November 13, 2025).

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⁴² See Center for Justice & Democracy, “Amtrak and Forced Arbitration: Saving Money On The Backs Of Their Own Injured Passengers,” December 16, 2019, <https://centerjd.org/content/fact-sheet-amtrak-and-forced-arbitration-saving-money-backs-their-own-injured-passengers>

⁴³ Caroline Simson, “BNSF Wins Arbitration For Some Missouri Crash Claims,” *Law360*, March 26, 2026, <https://www.law360.com/articles/2458228/bnsf-wins-arbitration-for-some-missouri-crash-claims>; *BNSF Railway Company v. Magin*, Case No. 2:22-cv-68 and *BNSF Railway Company v. Beaulieu*, Case No. 2:24-CV-41 (E.D. Mo.) (opinion, memorandum and order, 2026 WL 828795); Margaret Stafford, “BNSF: Rail accident victims should have to use arbitration,” *Associated Press*, September 22, 2022, <https://apnews.com/article/lawsuits-accidents-missouri-transportation-3f94070265958e73e870a8cdab926e78>; *BNSF Railway Company v. Magin*, Case No. 2:22-cv-68 (E.D. Mo.) (complaint to compel arbitration, 2022 WL 22992568).

⁴⁴ *L.L. by J.H. v. Family Adventures North Jersey, LLC*, Case No. A-1480-24 (N.J. Super. App. Div.) (opinion, 2025 WL 3041112; cert. denied by 263 N.J. 57 (2026)).

⁴⁵ Jonathan Capriel, “NJ Panel Rejects Arbitration In Wrongful Death Suit,” *Law360*, April 21, 2026, <https://www.law360.com/articles/2467329>; *Bien Aime v. Giles*, Case No. A-3974-24 (N.J. Super. App. Div.) (opinion, 2026 WL 1064466).

⁴⁶ *Doe v. Roblox Corporation*, Case Nos. A175221, A175220, A175379 (Cal. App.) (amicus brief of U.S. Senators in support of plaintiff-respondent, August 2026) (opening brief for defendants-appellants, 2026 WL 999202); *Doe v. Roblox Corporation*, Case No. 25-CIV-01193 (San Mateo Super. Ct., Cal.) (denial of Roblox motion to compel arbitration, October 30, 2025) (complaint, February 12, 2025). *See also*, Mike Curley, “Senators Say Roblox, Discord Can’t Arbitrate Sex Abuse Suit,” *Law360*, August 31, 2026, <https://www.law360.com/articles/2519610/senators-say-roblox-discord-can-t-arbitrate-sex-abuse-suit>; Emily Field, “Roblox Can’t Get Teen Grooming Suit Arbitrated,” *Law360*, November 20, 2025, <https://www.law360.com/articles/2413791/roblox-can-t-get-teen-grooming-suit-arbitrated>; Laura Romero and Jared Kofsky, “Judge rules against online platform Roblox, keeping alleged abuse case in the public eye,” *ABC News*, November 6, 2025, <https://abcnews.com/US/judge-rules-online-platform-roblox-keeping-alleged-abuse/story?id=127190227>

⁴⁷ U.S. Senators Dick Durbin (D-Ill.), Richard Blumenthal (D-Conn.) and Kirsten Gillibrand (D-N.Y.) filed an amicus brief in the case, arguing that the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (EFAA) blocked arbitration of Doe’s claims. “Nowhere did Congress say that the problem was limited to cases in which a company or its employees were the perpetrator,” the senators wrote. “Such a requirement would contradict the very concern animating the EFAA in the first place: companies enforce arbitration to silence and deny justice to survivors of sexual assault and sexual harassment. ...Instead of hiding behind the veil of arbitration, Roblox and Discord can be held accountable for their misconduct: misleading parents into thinking their platforms are safe and failing to protect children from sexual abuse. Because of Plaintiffs’ suit, Roblox and Discord cannot sweep the issue ‘under the carpet’ and must instead seriously address it.” Mike Curley, “Senators Say Roblox, Discord Can’t Arbitrate Sex Abuse Suit,” *Law360*, August 31, 2026, <https://www.law360.com/articles/2519610/senators-say-roblox-discord-can-t-arbitrate-sex-abuse-suit>; *Doe v. Roblox Corporation*, Case Nos. A175221, A175220, A175379 (Cal. App.) (amicus brief of U.S. Senators in support of plaintiff-respondent, August 2026).

⁴⁸ Docket for *Doe (S.F.) v. Royal Caribbean Cruises, Ltd.*, Case No. 26-11899 (11th Cir.) (viewed September 18, 2026); Carolina Bolado, “11th Circ. Won’t Nix Royal Caribbean Arbitration Appeal,” *Law360*, August 28, 2026, <https://www.law360.com/classaction/articles/2518465/11th-circ-won-t-nix-royal-caribbean-arbitration-appeal>; Corey Rothauser, “Royal Caribbean Arbitration Bid Falls Flat, 11th Circ. Hears,” *Law360*, August 6, 2026, <https://www.law360.com/articles/2510425/royal-caribbean-arbitration-bid-falls-flat-11th-circ-hears>; *Doe (S.F.) v. Royal Caribbean Cruises, Ltd.*, Case No. 1:24-cv-23953-JAL (S.D. Fla.) (district court order adopting magistrate recommendation, 2026 WL 1470794) (magistrate report and recommendation denying arbitration, 2026 WL 1472817) (complaint, October 15, 2024).

⁴⁹ *Marinos v. Brahaj*, Case No. 506253/2022 (Kings County Sup. Ct., N.Y.) (decision order on motion, 2023 WL 12140104, rev’d by 241 A.D.3d 76 (2025)); *Marinos v. Brahaj*, Case No. 506253/2022 (Kings County Sup. Ct., N.Y.) (complaint, 2022 WL 22955451).

⁵⁰ Unlike traditional cars, Teslas are sold directly to the public (not via separate dealers), which allows the company to include forced arbitration clauses in its sales agreements. *See* Center for Justice & Democracy, “Autonomous Vehicles and The Importance of Banning Forced Arbitration Clauses,” May 31, 2021, <https://centerjd.org/content/fact-sheet-autonomous-vehicles-and-importance-banning-forced-arbitration-clauses>

⁵¹ *Worku v. Tesla, Inc.*, Case No. 0:26-cv-00131-ECT-DLM (D. Minn.) (opinion and order, 2026 WL 1831748) (complaint, January 9, 2026).

⁵² Y. Peter Kang, “Panel Rejects ‘Absurd’ Airbnb Arbitration Clause In Injury Suit,” *Law360*, September 22, 2023, <https://www.law360.com/articles/1724921/panel-rejects-absurd-airbnb-arbitration-clause-in-injury-suit>; *Peterson v. Devita*, 237 N.E.3d 1010 (Ill. App. 2023).

⁵³ *Doe v. Ambler Extended Care Center*, 352 A.3d 978 (Pa. Super. 2025) (reargument denied, February 24, 2026); Y. Peter Kang, “Nursing Home Can’t Arbitrate Sex Assault Suit, Panel Says,” *Law360*, December 15, 2025, <https://www.law360.com/articles/2422196/pa-nursing-home-can-t-arbitrate-sex-assault-suit-panel-says>; *Doe v. Ambler Extended Care Center*, Case No. 240702005 (Phil. Com. Pl. Ct., Pa.) (opinion, 2024 WL 6021749).

⁵⁴ *Est. of Smalling v. 2990 Holme Operating, LLC*, Case No. 2172 EDA 2025 (Pa. Super.) (opinion, 2026 WL 1874959).

⁵⁵ David Minsky, “Fla. Panel Denies Arbitration In Nursing Home Death Suit,” *Law360*, May 11, 2026, <https://www.law360.com/articles/2476134/fla-panel-denies-arbitration-in-nursing-home-death-suit>; *Dolphin Pointe Health Care, LLC v. Moravia*, 432 So.3d 720 (Fla. App. 2026); *Dolphin Pointe Health Care, LLC v. Moravia*, Case No. 5D2024-1771 (Fla. App.) (appellee’s answer brief, 2024 WL 4557770).

⁵⁶ *Womack v. Silverscreen Healthcare, Inc.*, Case No. 22STCV01945 (L.A. County Super. Ct., Cal.) (order, 2022 WL 22855100), rev’d and rem’d by *Holland v. Silverscreen Healthcare*, 101 Cal.App.5th 1125 (2024), rev’d and rem’d by *Holland v. Silverscreen*, 18 Cal.5th 364 (2025), rem’d by 2025 WL 3687688 (Cal. App.); *Womack v. Silverscreen Healthcare, Inc.*, Case No. 22STCV01945 (L.A. County Superior Ct., Cal.) (complaint, January 18, 2022). *See also*, Mary Anne Pazanowski, “California Top Court Narrows Arbitration Rule for Nursing Homes,” *Bloomberg Law*, August 15, 2025, <https://news.bloomberglaw.com/health-law-and-business/california-top-court-narrows-arbitration-rule-for-nursing-homes>; Mike Curley, “Calif. Justices Say No Arb. For Nursing Home Death Claim,” *Law360*, August 14, 2025, <https://www.law360.com/healthcare-authority/articles/2377362/calif-justices-say-no-arb-for-nursing-home-death-claim>

⁵⁷ *Kohlman v. Grane Healthcare Co.*, 279 A.3d 42 (Pa. Super. 2022).

⁵⁸ *Duffy v. Tatum*, 354 A.3d 14 (Pa. Super. 2026); *Duffy v. Tatum*, Case No. 483 EDA 2025 (Pa. Super.) (appellees’ brief, 2025 WL 3766214); *Duffy v. Tatum*, Case No. 240501856 (Phil. Com. Pl. Ct, Pa.) (opinion, 2025 WL 1754542) (complaint, 2024 WL 7051806).

⁵⁹ In the appellate court’s decision, President Judge Emeritus Jack A. Panella expressed serious worry about the proliferation of mandatory arbitration clauses in online contracts, writing: “The law can be slow to keep up with the realities of everyday life. This includes the profuse use of arbitration agreements in contracts on a near daily basis and the consequences of these agreements on a person’s constitutional right to a jury trial. The copious use of contracts with restrictive arbitration agreements causes concern, particularly in the context of internet contracts...where the parties are frequently of unequal bargaining power and one party may be unaware of the significant rights they are waiving simply by using a website to make a purchase or retain services. ...Frequently, arbitration agreements waiving a person’s right to a jury trial in an online contract are inconspicuous and contained in a hyperlink separate from the binding agreement action, for example, by clicking an ‘I agree to the terms and conditions’ or simply by clicking ‘continue’ to use the webpage. These contracts often do not require a person’s signature, and even if they do, the signature is not in direct relation to the waiver of the right to a jury trial. Furthermore, many times these contracts do not even require acknowledgment that the person has reviewed the agreement before making it a binding contract. ...[I]n today’s day and age, online users are pressured on a daily basis to form contracts with companies through their computer or smart phone. These contracts cover a wide

spectrum from long-term binding contracts such as mortgage loans to consumer sales, to registration for food delivery or ride share services. ...Certain corporations use these online contracts with veiled terms to bind unsophisticated, uninformed, and unsuspecting customers to arbitration agreements from the convenience of their couch.” *Duffy v. Tatum*, 354 A.3d 14 (Pa. Super. 2026) (citations omitted).

⁶⁰ *P.C. v. Driscoll*, Case No. 2:25-cv-00739 (D.N.J.) (opinion, 2026 U.S. Dist. LEXIS 51021); *P.C. v. Driscoll*, Case No. 24-cv-2496 (S.D.N.Y.) (opinion and order, 2025 U.S. Dist. LEXIS 7681) (original complaint, April 2, 2024).

⁶¹ Bonnie Eslinger, “Uber Text Doesn’t Bind Guest Rider To Arbitrate, DC Circ. Says,” *Law360*, August 28, 2026, <https://www.law360.com/articles/2519230/uber-text-doesn-t-bind-guest-rider-to-arbitrate-dc-circ-says>; *Walker v. Uber Technologies Inc.*, Case No. 24-7154 (D.C. Cir.) (opinion, 2026 WL 2542599) (plaintiff-appellee’s answering brief, 2025 WL 2453338); *Walker v. Uber Technologies Inc.*, 749 F.Supp.3d 134 (D.D.C. 2024); *Walker v. Uber Technologies Inc.*, Case No. 1:23-cv-03796 (D.D.C.) (complaint, December 21, 2023)

⁶² Docket for *Bixler v. Church of Scientology*, Case No. 19STCV29458 (L.A. Superior Ct., Cal.) (viewed September 19, 2026); *Church of Scientology International v. Bixler*, 143 S.Ct. 280 (2022), denying Church of Scientology petition for writ of certiorari, July 19, 2022, https://www.supremecourt.gov/DocketPDF/22/22-60/230389/20220719143839494_22-PetitionForWritOfCertiorari.pdf; *Bixler v. Superior Court for the State of California, County of Los Angeles*, Case No. B310559 (Cal. App.) (opinion, 2022 WL 167792).

⁶³ Chrissie’s husband, Cedric Bixler-Zavala, was also a plaintiff in the suit, alleging loss of consortium. He had signed an agreement with an arbitration clause in order to obtain services from the Church but claimed never to have joined as a member. His claim, like those of his wife and the two Jane Does, was allowed to go forward in court. *Church of Scientology International v. Bixler*, 143 S.Ct. 280 (2022), denying Church of Scientology petition for writ of certiorari, July 19, 2022, https://www.supremecourt.gov/DocketPDF/22/22-60/230389/20220719143839494_22-PetitionForWritOfCertiorari.pdf; *Bixler v. Superior Court for the State of California, County of Los Angeles*, Case No. B310559 (Cal. App.) (opinion, 2022 WL 167792).

⁶⁴ *Swanson v. Hill Point Montessori*, Case No. 25VECV01711 (L.A. County Super. Ct., Cal.) (opinion, 2025 Cal. Super. LEXIS 63193) (complaint, March 26, 2025).

⁶⁵ *King’s Academy, Inc. v. Caliendo*, 418 So.3d 643 (Fla. App. 2025). See also, Emily Sawicki, “Insurer Atty ‘Error’ Dooms Arbitration Bid In Fla. Injury Suit,” *Law360*, July 30, 2025, <https://www.law360.com/articles/2371275/insurer-atty-error-dooms-arbitration-bid-in-fla-injury-suit>; *King’s Academy, Inc. v. Caliendo*, Case No. 4D2024-2756 (Fla. App.) (appellees’ answer brief, 2025 WL 671291).

⁶⁶ *J.H. v. Lawrenceville School*, 64 N.J. 153 (2026); *J.H. v. Lawrenceville School*, Case No. A–3846–24 (N.J. App.) (opinion, 2026 WL 217593). See also, Y. Peter Kang, “NJ Prep School Can’t Arbitrate Student’s Sex Assault Suit,” *Law360*, January 28, 2026, <https://www.law360.com/articles/2435328/nj-prep-school-can-t-arbitrate-student-s-sex-assault-suit>

⁶⁷ Hailey Konnath, “Texas Trucking Co. Owes \$104M For Fatal Box Truck Crash,” *Law360*, July 9, 2026, <https://www.law360.com/articles/2499254/texas-trucking-co-owes-104m-for-fatal-box-truck-crash>; *MVT Services, LLC v. Robles*, Case No. 08-23-00181-CV (Tex. App.) (memorandum opinion, 2024 WL 3034609; review denied by 2025 Tex. LEXIS 175).

⁶⁸ The case went to trial in late June 2026, where the jury reportedly heard testimony from MVT’s national chief safety officer that “‘you don’t need sleep to rest,’ due to company policy not specifying that drivers must sleep before operating a commercial vehicle....” On July 8, 2026, the jury reached a unanimous verdict: \$74 million in compensatory damages and \$30 million in punitive damages to Orlando’s wife, mother and six children. Hailey Konnath, “Texas Trucking Co. Owes \$104M For Fatal Box Truck Crash,” *Law360*, July 9, 2026, <https://www.law360.com/articles/2499254/texas-trucking-co-owes-104m-for-fatal-box-truck-crash>; Jocelyn Flores, “Jury awards \$104M in verdict against El Paso trucking business,” *KTSM* (El Paso, Tex.), July 8, 2026, <https://www.ktsm.com/local/el-paso-news/jury-awards-104m-in-verdict-against-el-paso-trucking-business>; *Robles v. MVT Services LLC*, 2026 Jury Verdicts LEXIS 10101.