

Publications

Sixth Cir Rules for Groom Client in Enforcing Arbitration Provision

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SERVICES

On January 28, 2008, the Sixth Circuit Court of Appeals reversed a decision entered by the Eastern District of Michigan and enforced an arbitration provision in a contract between Wyatt and its former client, Stroh Brewing Company. The principal issue addressed in the decision is whether the contractual arbitration provision covered disputes relating to an alleged error made before the contract was executed by the parties. The Court of Appeals held that the federal presumption in favor of arbitrability, coupled with the broad language of the arbitration provision, were sufficient to require arbitration, even when the alleged error occurred prior to any agreement with respect to arbitration.

Groom represents several actuarial consulting firms in litigation matters and this opinion will be quite helpful in enforcing arbitration provisions in those firms' engagement letters.

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