

How to Opt-Out of a Forced Arbitration Clause

What is forced arbitration? Forced arbitration clauses are hidden in the fine print of agreements. They take away your access to the courts and give companies that violate the law a get-out-of-jail-free card. If you have a dispute, you cannot file a lawsuit in court and have the case heard in public. You also typically cannot join together with other people whose rights have been violated, even if the company harmed thousands of people. Instead, you must bring the case individually before a private arbitrator in a secretive forum where you typically have less access to information to prove your case and the arbitrator is not subject to review if they ignore the facts or the law. In most consumer arbitrations, the company decides which arbitration provider to use and pays almost all the arbitration costs, so that there is an incentive to rule for the company, which might bring them repeat business, and not for a consumer the arbitration provider will never see again. You can read more at FairArbitrationNow.org.

Why should I opt out of a forced arbitration clause? Even if you don't currently have a dispute with the company, it is a good idea to opt out of the forced arbitration clause to preserve your options. You can always agree later to use an arbitrator to resolve any dispute. Moreover, if you have opted out, you will have more negotiating power if there is a problem.

How do I opt out of a forced arbitration clause? Some contracts give you the right to opt out of the forced arbitration clause within a certain period of time, often 30 to 60 days, after signing the agreement by notifying the company that you wish to opt-out. **Check your contract** for the deadline and for specific instructions for opting out. Keep **a copy of the letter and proof that you sent it in time**, such as by using express mail or regular mail with proof of mailing. Below is a sample opt-out letter:

YOUR ADDRESS

DATE

Legal Department
Big Corporation
One Wall Street Blvd.
Any town, US 99999

Re: Opt-out of arbitration clause in agreement dated [FILL IN DATE]

Dear Sir or Madam:

I am writing to opt out of the arbitration clause in my agreement with [COMPANY] dated [DATE] for [DESCRIBE WHAT THE AGREEMENT COVERS, i.e., credit monitoring or a loan].

If you have any questions, you may reach me at the address above or at [PROVIDE EMAIL].

Yours very truly,

[SIGN]

[PRINT YOUR NAME]