

# No One is Safe From Arbitration; Even Domestic Employees

*Arbitration agreements aren't just reserved for service contracts. Employees are beginning asked to sign as a term of their employment.*

LOS ANGELES, CA, USA, November 5, 2013 /EINPresswire.com/ -- No one is safe from the grip of forced arbitration—even if the named arbitration forum is no longer operational, as a Virginia housekeeper recently found out, [Jade Butman, a Los Angeles consumer](#) protection attorney reveals.

In the case of Schuiling v. Harris, a live-in housekeeper signed an [arbitration agreement](#), which was originally prepared for the employer's auto business, specifying the National Arbitration Forum (NAF) as the arbitrator if any disputes between them occurred.

"The agreement was solely for arbitration purposes, as it did not state anything about her pay, working hours, or other terms of her employment," Butman, a Los Angeles consumer protection attorney explains.

When Samantha Harris' employment ended with William Schuiling, she filed an [employment lawsuit](#) against Schuiling that accused him of violating multiple torts, statutory violations and breach of contract, court documents revealed.

Schuiling moved to enforce the arbitration agreement, which named NAF as the arbitrating body. But because NAF is no longer operational and no substitute arbitrator was named, Harris moved to void the agreement.

A circuit court agreed with Harris and rendered the agreement unenforceable, prompting Schuiling to appeal the decision.

The Virginia Supreme Court took the case and determined that the agreement was still enforceable and reversed the decision. The decision was based on the language written in the agreement and determined that naming NAF as the arbitrator was not an integral component of the agreement.

"Arbitration agreements aren't just reserved for service contracts. Employees in all industries are beginning to be compelled to sign arbitration agreements as a term of their employment, which

is systematically stripping them of their rights,” explains Los Angeles consumer protection lawyer Jade Butman. “As this case showed, it doesn’t matter who is named as the arbitrator or if they are still in business, if you sign the contract, chances are you’ll be forced to arbitrate.”

Press release courtesy of Keller Grover LLP: [http://www.kellergrover.com/no-one-is-safe\\_10961.html](http://www.kellergrover.com/no-one-is-safe_10961.html)

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