

**THE LAW AND PRACTICE  
OF  
UNITED STATES ARBITRATION**

**‘REBUILDING ADJUDICATION THROUGH  
ARBITRATION’**

**SEVENTH EDITION**

by

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**JURIS**

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Dedicated to my daughter:

**SARA CARBONNEAU**—now, a scholar and teacher in her own right.



## Acknowledgements

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At this stage, a new edition might have been considered premature, but there is ever-increasing judicial interest in and debate about arbitration, especially adhesive arbitration and class action waivers. Also, courts disagree about their role at the threshold of arbitral proceedings. Many federal judges believe that questions of substantive arbitrability are exclusively within the ambit of judicial jurisdiction. SCOTUS disagrees and greatly favors the autonomy of the arbitral process.

In its last term, the Court decided three cases (*Schein v. Archer & White Sales Inc.*, 139 S. Ct. 524 [2019], *Lamps Plus v. Varela*, 138 S. Ct. 1697 [2019], and *New Prime v. Oliveira*, 139 S. Ct. 532 [2019], in addition to the earlier opinion in *Epic Systems v. Lewis*, 138 S. Ct. 1612 [2018]). The rulings provided greater definition to the direction of American arbitration.



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