

Employers May Not Require Employees to Arbitrate Sexual Harassment and Assault Claims

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On March 3, 2022, President Biden signed the [Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021](#) (the “Act”) into law. According to the [White House](#), “Forced arbitration silences survivors of sexual assault and harassment [and] shields predators instead of holding them accountable and gives corporations a powerful tool to hide abuse and misconduct.”

The Act amends the Federal Arbitration Act and prohibits employers from requiring employees to arbitrate cases relating to claims of sexual harassment or sexual assault. The Act is effective immediately and applies to disputes or claims arising or accruing on or after March 3, 2022. Importantly, the Act does not prohibit employees from agreeing to arbitrate cases of sexual harassment or sexual assault and does not prohibit the mandatory arbitration of other types of cases (although mandatory arbitration of those claims may be otherwise limited by applicable state law).

Employers are encouraged to immediately review their arbitration agreements to determine whether edits are required in light of the passage of the Act.

If you have any questions regarding the topics covered in this article, please contact **Elizabeth N. Hall** at ehall@vedderprice.com, **Alexandra Rybicki** at arybicki@vedderprice.com or any Vedder Price attorney with whom you have worked.

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