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C A S E A L E R T

NEW JERSEY LAW SUPREME COURT COMPELS ARBITRATION OF NJLAD LAWSUIT BASED ON EMPLOYEE’S “ASSENT” TO MANDATORY ARBITRATION

On August 18, 2020 the New Jersey Supreme Court issued an important precedential opinion in the matter of [Amy Skuse v. Pfizer, Inc.](#)

Pfizer’s Human Resources Department sent an e-mail to Pfizer employees at their corporate e-mail addresses announcing Pfizer’s five-page Mutual Arbitration and Class Waiver Agreement and included a link to that document. The following language appeared in bold font on the final page of the Agreement:

You understand that your acknowledgement of this Agreement is not required for the Agreement to be enforced. If you begin or continue working for the Company sixty (60) days after receipt of this Agreement, even without acknowledging this Agreement, this Agreement will be effective, and you will be deemed to have consented to, ratified and accepted this Agreement through your acceptance of and/or continued employment with the Company.

The e-mail also included a link to a document that listed “Frequently Asked Questions,” including “Do I have to agree to this?” to which the response indicated, “The Arbitration Agreement is a condition of continued employment with the Company. If you begin or continue working for the Company sixty (60) days after receipt of this Agreement, it will be a contractual agreement that binds both you and the Company.”

Pfizer terminated the Plaintiff more than 60 days after her receipt of the email. She filed suit, claiming that Pfizer impermissibly discriminated against her on the basis of her religious objection to being vaccinated for yellow fever.

The trial court dismissed the Complaint, compelling arbitration. The Appellate Division reversed, criticizing the delivery of the agreement by email and repetition of the arbitration requirement through a “training module.” A divided Supreme Court reversed the Appellate Division and reinstated the trial court’s order dismissing the case on the basis of the binding arbitration agreement.

Employers large and small would be well-advised to read the opinion and to confer with counsel regarding the scope and delivery of their mandatory arbitration agreements.

[Click here](#) to read the opinion, and feel free to contact [Brent Pohlman](#) or [Eric Harrison](#) if you have any questions.

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