

10-514 STOK & ASSOC. V. CITIBANK, N.A.

DECISION BELOW: 387 Fed.Appx. 921

LOWER COURT CASE NUMBER: 09-13556

QUESTION PRESENTED:

Despite the prevalence of arbitration provisions, parties very frequently elect to waive their contractual right to arbitrate and instead seek to resolve their disputes in a court of law. Because this Court has yet to rule upon when such a waiver becomes binding, a broad and profound conflict has arisen in the Circuit courts as to whether a showing of prejudice is required to render such a waiver irrevocable. Therefore, it is necessary for this Court to answer the following inquiry:

Under the Federal Arbitration Act ("FAA"), should a party be required to demonstrate prejudice after the opposing party waived its contractual right to arbitrate by participating in litigation, in order for such waiver to be binding and irrevocable?

DISMISSED PURSUANT TO RULE 46.1

CERT. GRANTED 2/22/2011