Partner Stuart Richter Quoted in *Daily Journal* Article on Use of Arbitration in Lawsuits Against For-Profit Schools

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Following the U.S. Supreme Court's decision in the landmark case AT&T Mobility v. Concepcion, which has paved the way for companies to use class arbitration waivers to protect against class actions, student lawsuits against for-profit and not-for-profit schools may increasingly end up in arbitration. Stuart Richter, co-chair of Katten's Consumer Class Action Practice, believes that this result is fair to both sides. Companies should be able to contractually avoid the exposure of class actions, but the plaintiffs retain all the rights they have to prosecute their claim on an individual basis. "In my experience in arbitration, they conduct the cases just like they do in court cases, but in a private forum," he says. "The rights and damages that are recoverable should be the same as they are in court." Mr. Richter advises for-profit and not-for-profit schools to put arbitration clauses into contracts, because, among other reasons, a class action can pull in many students who may have no issue with the school. ("For-profit schools fend off class actions through Concepcion," March 29, 2012)

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