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## **JUSTICE FOR CONSUMERS ON THE HORIZON:**

### Consumer Voice Calls on Congress to Pass the *Arbitration Fairness Act of 2013*

WASHINGTON, DC, May 9, 2013 – The National Consumer Voice for Quality Long-Term Care (Consumer Voice) commends Senator Al Franken (D-MN) and Representative Henry C. “Hank” Johnson, Jr. (D-GA) for the re-introduction of the *Arbitration Fairness Act (S. 878; H.R. 1844)* in the 113<sup>th</sup> Congress. This important legislation, which was re-introduced in both the U.S. Senate and House of Representatives on Tuesday, May 7<sup>th</sup>, 2013, would protect consumers by barring the use of mandatory pre-dispute arbitration agreements, including the use of these agreements in long-term care facility admission contracts.

Shamefully, mandatory pre-dispute arbitration agreements have become increasingly common within nursing home and other long-term care facility contracts. Such agreements force consumers and their loved ones to resolve any disputes that might arise regarding abuse, neglect or inadequate care in a facility through an arbitration process as opposed to a court of law, denying long-term care consumers of their constitutional right to a trial by jury.

Mandatory pre-dispute arbitration agreements place consumers at a distinct disadvantage during the nursing home admissions process. Consumers may be forced into signing an arbitration agreement because refusing to do so would require trying to find another facility right away, which is not always an option. Moreover, arbitration agreements can often be buried within the fine print of admission contracts and may go unnoticed by many consumers given the huge amount of paperwork that must be signed during the admissions process.

To-date, the U.S. Supreme Court has upheld the right for such agreements to be included under the Federal Arbitration Act, although states have begun to demonstrate greater resistance to holding consumers liable for these agreements. Most recently, the Illinois Supreme Court partially struck down the enforceability of a nursing home pre-dispute arbitration clause in the case of *Carter v. SSC Odin Operating Company, LLC*, in which the family of a deceased Illinois nursing home resident sought to file a wrongful death claim against the facility in question.

According to Robyn Grant, Director of Public Policy & Advocacy, “When long-term care consumers are denied the option of holding facilities accountable through an open and unbiased legal process, the well-being of all residents suffers as a result. For this reason alone, it is critical to end the use of mandatory, pre-dispute arbitration agreements once and for all.”

The *Arbitration Fairness Act* would ban the use of pre-dispute arbitration clauses in consumer contracts and restore the rights of individuals and their loved ones to seek justice in court. Consumer Voice urges Congress to pass the *Arbitration Fairness Act* in order to achieve long-awaited justice for our nation’s consumers.

### **About the Consumer Voice**

The National Consumer Voice for Quality Long-Term Care was formed as the National Citizens' Coalition for Nursing Home Reform in 1975 because of public concern about substandard care in nursing homes. Today, the Consumer Voice is the leading national voice representing consumers on issues related to long-term care, helping to ensure that consumers are empowered to advocate for themselves.