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# Arbitration Case Law Update

***Various Insurers v. Gen. Elec. Int'l, Inc.***, 131 F.4th 1273 (11th Cir. 2025). Incorporation of Conciliation and Arbitration Rules of International Chamber of Commerce into arbitration provision constituted clear and unmistakable agreement to delegate issue of arbitrability to arbitrator.

***Merritt Island Woodwerx, LLC v. Space Coast Credit Union***, 137 F.4th 1268 (11th Cir. 2025). Substitute-forum clause of arbitration agreement between account holders and credit union, which provided for arbitration through American Arbitration Association and stated that if Association were unavailable "and if [holders] and [credit union] do not agree on a substitute forum, then [holders] can select the forum" for resolution of claims, did not limit a substitute forum to an arbitration forum, but rather permitted selection of court as substitute forum.

***Wu v. Liu***, 131 F.4th 1295 (11th Cir. 2025). Investor filed class action in state court alleging that defendants promoted financial scheme aimed at fraudulently raising and diverting funds from individuals seeking to establish permanent residency in United States. After removal, defendants moved to compel arbitration. The district court denied the motion and remanded action to state court for lack of subject matter jurisdiction. On appeal, the Court held that the district court's order fell within the scope of the statutory bar against appellate court review of orders remanding cases removed from state court.

***Liberty One Funding Tr. v. Achenbach***, No. 25-10467, 2025 WL 1260631, at *1 (11th Cir. May 1, 2025). 9 U.S.C. § 16(a)(1)(B) does not permit an immediate appeal from an order denying a motion to compel arbitration that is based on state law.

***Meikle v. U-Haul Co. of Florida 905 LLC***, 401 So. 3d 365 (Fla. 4th DCA 2025). Minor child allegedly injured by equipment rented by his mother sued owner of equipment for negligence was not bound by arbitration agreement in rental contract between mother and owner where mother did not sign the contract on the minor's behalf.

***Nowicki v. Get Wet Watersports, Inc.***, No. 4D2024-1077, 2025 WL 1172613 (Fla. 4th DCA Apr. 23, 2025). There are four ways that parties might demonstrate that a disputed issue exists as to the making of an arbitration agreement within the meaning of the statute authorizing the trial court to "summarily to decide" a motion to compel arbitration (unless it finds that there is no enforceable agreement to arbitrate): (1) arguments of counsel at a hearing; (2) the filing of a written response in opposition to arbitration; (3) the filing of affidavits; and (4) review of documents furnished by counsel.

***People's Tr. Ins. Co. v. Hernandez***, No. 4D2024-3274, 2025 WL 908728 (Fla. 4th DCA Mar. 26, 2025). A request for trial de novo, which does not also include a notice of rejection of the arbitration decision in the same document, does not comply with amended Florida Rule of Civil Procedure 1.820(h).

***Miami Dolphins, Ltd. v. Engwiller***, No. 3D24-0605, 2025 WL 1064381 (Fla. 3d DCA Apr. 9, 2025). Hyperlink for terms of use on football team's ticketing website, which linked to stadium owner's terms for its tickets, was sufficiently conspicuous and offset to place reasonable user on inquiry notice, and thus spectator's mother assented to stadium owner's terms, including mandatory arbitration provision, by claiming tickets from her employer by logging into website, in spectator's negligent security action against football stadium owner and football team owner, arising from injuries suffered when fight broke out among fans at game; hyperlink was displayed on center of page between two log-in fields and sign-in button, phrase "Terms of Use" was bold and offset from rest of page in contrasting, bright color, and owners established that relevant terms were in effect when spectator's mother accepted tickets.

***Seduction Cosmetic Ctr. Corp. v. Dunbar***, 50 Fla. L. Weekly D204 (Fla. 3d DCA Jan. 15, 2025). An arbitration clause including the words "arising out of or relating to" is classified as a broad, rather than narrow, arbitration clause. Broad clauses encompass those claims that have a significant relationship to the contract.

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