



November 16, 2021

The Honorable Jerry Nadler  
Chairman  
House Committee on the Judiciary  
2141 Rayburn House Office Building  
Washington, DC 20515

The Honorable Jim Jordan  
Ranking Member  
House Committee on the Judiciary  
2141 Rayburn House Office Building  
Washington, DC 20515

Dear Chairman Nadler and Ranking Member Jordan

We, the undersigned organizations, write in support of H.B. 4445, the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021. This bill empowers survivors by eliminating the use of forced arbitration clauses in cases involving sexual assault and sexual harassment.

Forced arbitration clauses are often found in the “fine print” of complicated employment contracts and other legal documents. These clauses allow employers to require their employees to sign agreements that mandate sexual assault and harassment claims be resolved exclusively through arbitration instead of judicial proceedings. Arbitration clauses are typically presented in a “take-it-or-leave-it” fashion by employers, and no employee enters into these agreements thinking that they might be assaulted or harassed in the workplace. Arbitration clauses often require complete confidentiality from both sides, which can result in keeping known abusers within the ranks of companies.

It is not uncommon for employees to find themselves trapped in these forced arbitration clauses with nowhere to turn. Andowah Newton, the vice president of legal affairs at Louis Vuitton, was sexually harassed at work by her colleague. When she reported her harassment, she was required to apologize to the harasser. He was then promoted and began retaliating against her at work. Unfortunately, Ms. Newton had signed a forced arbitration agreement when she accepted her offer of employment. Ms. Newton filed suit in New York, and even though New York law exempts sexual harassment from forced arbitration agreements, that law was preempted by the federal statute and Louis Vuitton was able to move to compel arbitration.

Irene Morales was 17 years old when the founder and former CEO of American Apparel, Dov Charney, began sexually assaulting her and made her his “sex slave.” It wasn’t until



2014 that Mr. Charney was fired by the board. Ms. Morales was forced to agree to an arbitration clause in order to keep her job and to keep Mr. Charney’s scandals away from public scrutiny.

Finally, Gretchen Carlson, a former FOX network anchor, was subjected to a forced arbitration clause after bringing a sexual harassment case against Roger Ailes and Fox News in 2016. The arbitration clause that Ailes invoked required complete confidentiality, stating “all filings, evidence and testimony connected with arbitration, and all relevant allegations and events leading up to the arbitration, shall be held in strict confidence.”

H.B. 4445 would exclude sexual harassment and sexual assault claims from these forced arbitration clauses. Sexual violence thrives in secrecy and companies should not be allowed to front-end a foreclosure on a survivors right to seek justice.

We thank you for your leadership and your continued commitment to support the needs of survivors of sexual violence.

Sincerely,

RAINN

RALIANCE

Advocacy Center for Crime Victims and Children

National Center on Domestic and Sexual Violence

The Army of Survivors

Marsh Law Firm PLLC

Joyful Heart Foundation

National Crime Victim law Institute

SNAP Network

Coalition Against Trafficking in Women (CATW)

Sexual Assault Victim Advocate Center

Sexual Assault Support Center, Inc

Open Arms Rape Crisis Center & LGBT+ Services

Georgia Network to End Sexual Assault

Project Woman of Springfield and Clark County DBA Project Woman of Ohio

# RAINN



YWCA Metropolitan Chicago

West Virginia Foundation for Rape Information and Services

ASPEN-Abuse Support & Prevention Education Network

Sugati Publications

The Harbor

CC: Honorable Members of the House Judiciary Committee