

Hello, Friendly [**fructarian bundt cake bakery/hamster daycare/specialty toenail sharpening**] Proprietor!

I'm giving you this letter because I like you, *but*. I love your [**artisan closet dowels/gluten-free non-GMO vegan dog treats/witty and ironic sponges**], and your [**creative and oddly erotic decorations/psychotically chipper conversation/gruff and matter-of-fact manner**] brighten my day, but I noticed that your [**trampoline liability waiver/pigeon training payment agreement/cupcake wrapper**] includes an arbitration clause.

Did you know that? Do you know what an arbitration clause is? It's a clause that says that if any of your customers have a dispute with you, they're not allowed to take you to court. Instead they have to go with you to a secret proceeding where an old retired lawyer, who probably works with your insurance company all the time, will play judge and jury. The retired lawyer doesn't have to follow any laws or consider any evidence and their decision will be secret and final.

Gross, right? So why did your lawyer or insurance company tell you to use one? Well, probably because it's technically better for you (or for them at least). It will be much harder for any of your customers to sue you. And if any of them do sue you, they will probably get less money even if they're right and you're wrong.

Here's the thing: I don't want to sue you. In fact, I like you! That's why I'm giving you this letter. But I would hope that, if we ever did have a dispute that we couldn't resolve directly, you and I would trust a trained judge and a jury of our peers, and the civil legal process established in the Constitution and honed for the last nearly 250 years, to do right by us. I would hope that you wouldn't force me to go into some secret proceeding where the deck is stacked in your favor.

You're a good business! You do well because you do right by your customers and provide quality [**cephalopod lapel pins/military dog portraits/work-appropriate facial tattoos**] that the market craves. You wouldn't try to stop me from writing a public review of your products—why would you force us to resolve our disagreements in secret? Are you comfortable with the other companies *you* use taking away *your* rights to go to court?

Speaking of reviews. Again, I like you. I like you enough to probably give you a five-star review on [**Yelp/Google/Friendster**] if it was based on your services alone. But I have a strict policy of subtracting 2 out of 5 stars for companies that use arbitration clauses. I will explain this policy in my review, but I'd rather just give you full credit. Because I like you. Please change your contract.

Sincerely,

A loving customer who values the American legal system

P.S. Please consider this a written notice that, to the extent applicable, I am opting out of your arbitration provision. I understand that sometimes I'm not allowed to opt out but I think that's dumb so I'm including this anyway.