

Compelling and Staying Arbitration in Ohio

PATRICK O. PETERS, JACKSON LEWIS P.C., WITH PRACTICAL LAW ARBITRATION

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A Practice Note explaining how to request judicial assistance in Ohio state court to stay court proceedings and compel arbitration or to enjoin arbitration. This Note describes what issues counsel must consider before seeking judicial assistance and explains the steps counsel must take to obtain a court order staying litigation and compelling or enjoining arbitration in Ohio.

SCOPE OF THIS NOTE

When a party commences a lawsuit in defiance of an arbitration agreement, the opposing party may want to seek a court order to stay the litigation and compel arbitration. Likewise, when a party starts an arbitration proceeding in the absence of an arbitration agreement, the opposing party may need to seek a court order enjoining the other party from proceeding with the arbitration. This Note describes the key issues counsel should consider when requesting a court to stay court proceedings and compel arbitration or to enjoin arbitration in Ohio.

For information on compelling or staying arbitration in federal courts, see Practice Note, [Compelling and Enjoining Arbitration in US Federal Courts](#).

PRELIMINARY CONSIDERATIONS WHEN COMPELLING OR ENJOINING ARBITRATION

Before seeking judicial assistance to compel or enjoin arbitration, parties must determine whether the Federal Arbitration Act (FAA) or Ohio state law arguably applies to the arbitration agreement (see [Determine the Applicable Law](#)). Parties must also consider:

- The threshold issues courts consider when evaluating a request to compel or enjoin arbitration (see [Threshold Issues for the Court to Decide](#)).

- The issues specific to requests to compel arbitration (see [Considerations When Seeking to Compel Arbitration](#)).
- The issues specific to requests to enjoin arbitration proceedings (see [Considerations When Seeking to Enjoin Arbitration](#)).
- Whether to make an application for provisional remedies, such as an attachment or preliminary injunction (see [Considerations When Seeking Provisional Remedies](#)).

DETERMINE THE APPLICABLE LAW

When evaluating a request for judicial assistance in arbitration proceedings, the court must determine whether the arbitration agreement is enforceable under the FAA or Ohio arbitration law.

The FAA

An arbitration agreement falls under the FAA if the agreement:

- Is in writing.
- Relates to a commercial transaction or maritime matter.
- States the parties' agreement to arbitrate a dispute.

(9 U.S.C. § 2.)

The FAA applies to all arbitrations arising from maritime transactions or to any other contract involving "commerce," a term the courts define broadly. However, parties may contemplate enforcement of their arbitration agreement under state law (see *Hall St. Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 590 (2008)).

If the agreement falls under federal law, state courts apply the FAA, which preempts conflicting state law "to the extent that [state law] stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress" to ensure that courts enforce arbitration agreements (*Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ.*, 489 U.S. 468, 476-77 (1989) (there is no federal policy favoring arbitration under a certain set of procedural rules; the federal policy behind the FAA is simply to ensure that arbitration agreements are enforceable)).

For more information on compelling arbitration when an arbitration agreement falls under the FAA, see Practice Note, [Compelling and Enjoining Arbitration in US Federal Courts: Agreement Must Fall Under Federal Arbitration Act \(6-574-8707\)](#).

Ohio State Law

Ohio arbitration law consists of:

- The Ohio Arbitration Act (OAA), codified in Chapter 2711 of the Ohio Revised Code, R.C. 2711.01 to 2711.24, pertaining to non-international arbitrations.
- The Ohio International Commercial Arbitration Act (OICAA), codified in Chapter 2712 of the Ohio Revised Code, R.C. 2712.01 to 2712.91, pertaining to international arbitrations of commercial disputes in Ohio.

The OAA applies to all arbitrations in Ohio that are not covered by the FAA, except for:

- International commercial arbitrations.
- Real estate disputes, except disputes regarding:
 - certain valuation issues;
 - rent due under a lease; and
 - boundaries.

(R.C. 2711.01(B).)

The OAA does not provide for a court to stay arbitration. Parties seeking to stop an arbitration proceeding must apply to the court under Ohio Civ. R. 65 for an injunction enjoining the other party from engaging in arbitral proceedings. (See *Bd. of Park Comm'rs v. E.B. Katz & Co.*, 1995 WL 92148, at *5 (Ohio App. 8th Dist. Mar. 2, 1995); Considerations When Seeking to Enjoin Arbitration.)

The OAA also includes a section governing the arbitration of medical claims (R.C. 2711.21 to 2711.24), which this Note does not discuss.

The OICAA applies to international commercial arbitrations that occur in Ohio, subject to any other agreement between the US and any other country, such as the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) (R.C. 2712.02). Except where noted, this Note does not address the OICAA.

INTERSECTION OF THE FAA AND OHIO LAW

If an agreement falls under the FAA, the Ohio state court applies the federal standard for arbitrability when determining whether to compel or enjoin arbitration, rather than evaluating these threshold questions under Ohio state law (see *Southland v. Keating Corp.*, 465 U.S. 1, 12-13 (1984); see also Practice Note, Compelling and Enjoining Arbitration in US Federal Courts: Arbitrability). However, the federal standard must be consistent with Ohio law (see *Academy of Medicine v. Aetna Health, Inc.*, 842 N.E.2d 488, 492 (Ohio 2006)).

If the FAA applies, it preempts state law only to the extent that state law contradicts federal law. However, even where the FAA applies, it does not prevent Ohio state courts from applying state contract law to determine whether the parties have entered into an arbitration agreement. (See *Tillman v. Macy's, Inc.*, 735 F.3d 453, 456 (6th Cir. 2013).)

Ohio state courts apply Ohio law to determine procedural remedies, such as the enforceability of the arbitration agreement. The law of the state named in a choice of law provision determines substantive

issues, such as breach. (See *Philpott v. Pride Tech. of Ohio, L.L.C.*, 2015 WL 6166635, at *3 (Ohio App. 1st Dist. Oct. 21, 2015).)

For a further discussion of various states' procedural rules relating to arbitration, see Practice Note, Choosing an Arbitral Seat in the US (6-574-8707).

THRESHOLD ISSUES FOR THE COURT TO DECIDE

When deciding an application to compel or enjoin arbitration, the court cannot rule on the merits of the claims underlying the arbitration (see *Academy of Medicine*, 842 N.E.2d at 492). The court instead plays a gatekeeping role that is limited to determining issues of substantive arbitrability, such as whether:

- The agreement is enforceable (see Valid Arbitration Agreement).
- The agreement covers the parties' dispute (see Scope of Arbitration Agreement).

(R.C. 2711.01, 2711.02, and 2711.03; see *Benjamin v. Pippoly*, 800 N.E.2d 50, 57 (Ohio App. 10th Dist. 2003); Substantive Arbitrability.)

The court may also decide whether arbitration would violate public policy (see Public Policy).

A party may raise any of these issues as a basis for the application to compel arbitration or as a defense in an opposition to an application.

Courts leave the question of arbitrability to the arbitrators if the parties' agreement:

- Expressly states that the arbitral tribunal has the power to rule on its own jurisdiction, including objections to the arbitration agreement's:
 - existence;
 - scope; or
 - validity.
- Impliedly states that the tribunal has this power by referring "all disputes" to arbitration.
- Incorporates by reference institutional arbitration rules that grant this power to the tribunal

(See *Bachrach v. Cornwell Quality Tools Co., Inc.*, 2014 WL 7454687, at *3 (Ohio App. 9th Dist. Dec. 31, 2014); *Summit Constr. Co., Inc. v. L.L.F.J.A.O., L.L.C.*, 2012 WL 473953, at *4 (Ohio App. 9th Dist. Feb. 15, 2012); *Union Twp. v. Union Twp. Prof'l Firefighters' Local 3412*, 756 N.E.2d 204, 208-09 (Ohio App. 12th Dist. 2001); *Von Arras v. Columbus Radiology Corp.*, 2005 WL 1220735, at *4 (Ohio App. 10th Dist. May 24, 2005); *Springfield Local Ass'n of Classroom Teachers v. Springfield Local School Dist. Bd. of Educ.*, 525 N.E.2d 27, 29 (Ohio App. 9th Dist. 1987) ("The arbitrability of a dispute may itself be subject to arbitration if the parties so agree."))

SUBSTANTIVE ARBITRABILITY

On a motion to compel or enjoin arbitration, the court decides the gateway issues of substantive arbitrability unless the parties agreed that the arbitrator should do so (see *Am. Ass'n of Univ. Professors-Kent State Chapter v. Kent State Univ.*, 2011 WL 2119771, at *4 (Ohio App. 11th Dist. May 27, 2011)).

VALID ARBITRATION AGREEMENT

Ohio courts employ traditional state law contract principles to determine the validity of an arbitration agreement. To find an arbitration agreement valid, the court must find that it meets the elements of a valid contract under Ohio law, which are:

- Voluntary offer.
- Voluntary acceptance.
- Support by valid consideration.

(See *DeVito v. Autos Direct Online, Inc.*, 37 N.E.3d 194, 199-200 (Ohio App. 8th Dist. 2015).)

SCOPE OF ARBITRATION AGREEMENT

A court cannot compel a party to arbitrate a claim the party has not agreed to arbitrate. Ohio courts therefore determine whether the scope of the parties' arbitration agreement covers the issue involved in an action. (See *Park Bldg. Condominium Ass'n v. Howells & Howells Enter., L.L.C.*, 2017 WL 1507331, at *3 (Ohio App. 8th Dist. Apr. 27, 2017).)

Under Ohio law, a dispute is outside the scope of an arbitration agreement if the parties could maintain the action without reference to a contract containing an arbitration clause (see *Locum Med. Group v. VJC Medical, L.L.C.*, 2015 WL 4599441, at *3 (Ohio App. 8th Dist. July 30, 2015)).

PUBLIC POLICY

Ohio courts may refuse to enforce a contract, including an arbitration agreement, if it violates public policy (see *DeVito*, 37 N.E.3d at 204). Ohio courts have voided on public policy grounds arbitration agreements that are unconscionable, such as "loser pays" agreements that require the losing party in a consumer arbitration to pay all arbitration costs and expenses, including attorneys' fees (see *DeVito*, 37 N.E.3d at 205; *Gaither v. Wall & Associates, Inc.*, 2017 WL 837073, at *9 (Ohio App. 2nd Dist. Mar. 3, 2017)).

PROCEDURAL ARBITRABILITY

The arbitrator, instead of the court, usually decides issues of procedural arbitrability, such as the timeliness of a claim and whether the parties have satisfied any conditions precedent to arbitration (see *Blanchard Valley Health Sys. v. Canterbury Holdings, Inc.*, 2012 WL 5397598, at *6 (Ohio App. 3rd Dist. Nov. 5, 2012) (once court determines arbitration is the proper forum, "the arbitrator determines all issues of procedural arbitrability").

STATUTE OF LIMITATIONS

The timeliness of a dispute under the statute of limitations or a contractual time limitation is generally a matter for the arbitrator to decide (see *Frazier v. Am. Family Ins. Co.*, 2010 WL 3169384, at *2 (Ohio App. 8th Dist. Aug. 12, 2010); *Council of Smaller Enters. v. Gates*, 1996 WL 170020, at *3 (Ohio App. 8th Dist. Apr. 22, 1996)). However, if an arbitration clause is narrow and limits the matters the parties submit to arbitration to exclude issues of timeliness, the court may decide whether the arbitrable claim is timely (see *Board of Library Trustees v. Ozanne Constr. Co.*, 651 N.E.2d 1356, 1358-59 (Ohio App. 8th Dist. 1995)).

SATISFACTION OF CONDITIONS PRECEDENT

The arbitrator decides whether the parties satisfied any conditions precedent to arbitration, unless the parties' agreement excludes this issue from the arbitrator's purview (see *Blanchard Valley Health Sys.*, 2012 WL 5397598, at *6; *Board of Library Trustees*, 651 N.E.2d at 1359).

CONSIDERATIONS WHEN PREPARING THE APPLICATION

Before making an application to stay court proceedings and compel arbitration or to enjoin arbitration, counsel should take into account several factors.

CONSIDERATIONS WHEN SEEKING TO COMPEL ARBITRATION

A party may ask the court to compel arbitration when the opposing party starts a lawsuit or otherwise expresses the intention to avoid arbitration of a dispute that is subject to a valid arbitration agreement.

If there is no lawsuit pending, a party may ask a court to compel the other party to arbitrate the dispute by filing a petition (R.C. 2711.03(A)). If the other party has already started a lawsuit, the party seeking to compel arbitration may make the request by filing a motion in that case to stay the litigation pending arbitration, to compel arbitration, or both (R.C. 2711.02(B)).

The court cannot grant a motion to compel arbitration if the moving party is in default in the arbitration proceeding (R.C. 2711.02(B)).

Counsel should file a motion to stay court proceedings concurrently with a motion to compel arbitration. If no party has sought to compel arbitration, the court will not grant a stay of the court proceedings. (See *Trinity Health Sys. v. MDX Corp.*, 907 N.E.2d 746, 755-56 (Ohio App. 7th Dist. 2009).)

CONSIDERATIONS WHEN SEEKING TO ENJOIN ARBITRATION

If an arbitration claimant threatens or demands arbitration against a party not bound to arbitrate the dispute (see Threshold Issues for the Court to Decide), the party can ask a court to enjoin arbitration.

Neither the OAA nor the common law permit an Ohio court to stay an arbitration. A party seeking to avoid arbitration may file a motion under Ohio Civ. R. 65 to ask a court for an injunction enjoining the other party from starting or engaging in arbitral proceedings. (See *Board of Park Comm'rs v. E. B. Katz Co.*, 1995 WL 92148, at *5 (Ohio App. 8th Dist. Mar. 2, 1995).)

For more information on obtaining an injunction in Ohio, see Practice Notes, Provisional Remedies: Procedure for Obtaining Preliminary Relief (OH) ([w-000-6012](#)) and Provisional Remedies: Initial Considerations for Injunctive Relief (OH) ([w-000-6001](#)).

CONSIDERATIONS WHEN SEEKING PROVISIONAL REMEDIES

The OAA does not address the availability of provisional remedies. Counsel seeking provisional remedies regarding an application to compel arbitration under the OAA bring the application under the general provisions of Ohio law. A party may request:

- An order of attachment (R.C. 2715.05).
- A preliminary injunction (R.C. 2727.02; Ohio Civ. R. 65; see *W. Branch Local School Dist. Bd. of Educ. v. W. Branch Educ. Ass'n*, 35 N.E.3d 551, 554-55 (Ohio App. 7th Dist. 2015)).

The OICAA expressly provides for the court to grant these measures of protection either before or during an arbitral dispute (R.C. 2712.15 and 2712.16).

For more information on obtaining provisional remedies in Ohio, see Practice Note, Provisional Remedies: Drafting the Required Documents for Injunctive Relief (OH) ([w-000-5988](#)).

For more information on seeking interim relief in aid of arbitration generally, see Practice Note, Interim, Provisional, and Conservatory Measures in US Arbitration ([0-587-9225](#)).

ADDITIONAL PROCEDURAL CONSIDERATIONS

Before commencing litigation related to an arbitrable dispute in an Ohio court, counsel should also consider other factors that may affect the contents of the request for judicial assistance, the manner in which to bring it, and the likelihood of obtaining the desired relief. These factors include:

- Whether the court has subject matter jurisdiction and personal jurisdiction over the respondent (see Court Jurisdiction).
- The proper venue in which to bring the request (see Venue).
- The proper time to bring the request (see Timing).

Court Jurisdiction

Before commencing a proceeding to stay court proceedings and compel arbitration or to enjoin arbitration, petitioner's counsel should confirm that there is a basis for the court's subject matter jurisdiction and the exercise of personal jurisdiction over the respondent. Under the OAA, any Ohio court of common pleas has jurisdiction to hear an application to compel arbitration under a written agreement (R.C. 2711.03(A)).

Proper bases of personal jurisdiction include:

- General jurisdiction, which creates jurisdiction over the parties themselves (see *Prouse, Dash & Crouch, L.L.P. v. DiMarco*, 876 N.E.2d 1226, 1228 (Ohio 2007)).
- Specific jurisdiction, which is based on a party's actions, such as contracting to sell goods in the state (R.C. 2307.382).

A valid choice of law provision in a contract is insufficient to create personal jurisdiction, but it is a factor the court considers (see *Hercules Tire & Rubber Co. v. Murphy*, 726 N.E.2d 1080, 1083 (Ohio App. 3rd Dist. 1999)).

Venue

The OAA does not address the proper venue for a case-initiating application to compel or enjoin arbitration. Under the general Ohio venue statute, Ohio Civ. R. 3(B), proper venue depends on several factors, including:

- Who the parties are.
- Where the parties reside.
- Where the events giving rise to the dispute occurred.
- Where the property that is the subject of the action is situated.

The venues for a civil action in Ohio include the county in which:

- The defendant resides.
- The defendant has its principal place of business.
- The defendant conducted the activity that gave rise to the claim for relief.
- The property or any part of the property is situated, when the subject of the proceeding is real property or tangible personal property.

(Ohio Civ. R. 3(B).)

For more information on determining proper venue for an action in Ohio, see Practice Note, Commencing a Lawsuit: Drafting the Complaint (OH): Venue ([w-000-3229](#)).

Timing

Although the issue of timeliness of an arbitrable claim is often a matter for the arbitrator to decide (see Statute of Limitations), the court determines the timeliness of a motion to stay court proceedings, to compel arbitration, or to enjoin arbitration. A party's failure to file a timely application may constitute waiver. (See *Peterson v. Crockett Constr.*, 1999 WL 1138586, at *3 (Ohio App. 7th Dist. Dec. 7, 1999).)

Waiver

A party may waive its right to compel arbitration by filing a complaint in court to resolve the same claims that are subject to arbitration. Likewise, when a plaintiff files a complaint asserting arbitrable claims, a defendant may waive the right to arbitrate those claims by failing to respond to the complaint with a motion to stay the court proceedings and compel arbitration. In determining whether a party has waived its right to arbitrate, the key issue for a court to determine is whether the party seeking to arbitrate acted inconsistently with its right to arbitrate by engaging in court litigation. (See *Peterson*, 1999 WL 1138586, at *2-3; *Hoppel v. Feldman*, 2011 WL 862052, at *7 (Ohio App. 7th Dist. Mar. 9, 2011).)

Factors the court may consider include:

- Delay in filing a motion to stay proceedings or compel arbitration.
- The extent of the party's participation in the litigation, including discovery and dispositive motions.
- Whether the requesting party invoked the court's jurisdiction through filing a pleading before moving to stay the proceedings.
- Whether the non-requesting party was prejudiced.

(See *Hoppel*, 2011 WL 862052, at *7; *Chrysler Fin. Servs. v. Henderson*, 2011 WL 6927638, at *9-10 (Ohio App. 4th Dist. Dec. 23, 2011) (defendant waived right to arbitration by demonstrating knowledge of arbitration agreement, participating in court conferences and discovery, and waiting until plaintiff's summary judgment motion before seeking arbitration).)

APPLICATION TO COMPEL OR ENJOIN ARBITRATION

A party asks an Ohio court to compel arbitration by filing a petition or a motion (R.C. 2711.03; Ohio Civ. R. 7(B)). If there is a court action between the parties already pending, the movant files the motion

in that action. If there is no pending court action between the parties, the party starts a case by filing a petition (see *Squires Constr. Co. v. Thomas*, 2008 WL 802654, at *2, n.1 (Ohio App. 8th Dist. Mar. 27, 2008)).

A party moving to compel arbitration in a pending action should also request a stay of the court action (R.C. 2711.02(B)).

A party seeking to avoid arbitration moves to enjoin the other party from starting or engaging in arbitration proceedings by filing a petition and moving for a preliminary injunction under Ohio Civ. R. 65.

When bringing an application, counsel should be familiar with:

- The procedural and formatting rules relevant to motions and case-initiating documents (see Procedural and Formatting Rules for the Motion).
- The documents necessary to bring the application (see Documents Required for Motion).
- How to file and serve the documents (see Filing the Motion and Serving the Motion).

PROCEDURAL AND FORMATTING RULES FOR THE MOTION

Counsel should review the applicable procedural and formatting rules for motions in the Ohio courts. Counsel also should check the relevant court websites for additional information and guidance on procedural and formatting rules.

Procedural Rules

The procedural rules governing the filing of a motion in an Ohio court are:

- The Ohio Rules of Civil Procedure, especially:
 - Ohio Civ. R. 7(B) (governing motions);
 - Ohio Civ. R. 5 (governing service and filing); and
 - Ohio Civ. R. 10 (governing formatting).
- Court-specific rules (available at the website of the Supreme Court of Ohio and Ohio Judicial System, Ohio Trial Courts & Local Rules).
- Judges' individual rules.

For more information on motion practice in Ohio courts, see Practice Note, Motion Practice in Ohio State Court ([w-000-3201](#)).

Formatting Rules

The Ohio Rules of Civil Procedure set out the technical requirements for motions in Ohio courts. The motion generally must:

- Be in writing.
- State the grounds for the motion.
- Specify the relief or order the movant seeks.

(Ohio Civ. R. 7.)

Most courts' local rules govern the technical requirements for motions, including electronic filing rules. Counsel should check the local court rules and the judge's individual rules for any additional formatting requirements.

For more information on the formatting rules for motions in Ohio courts, see Practice Note, General Formatting Rules in State Court (OH) ([w-000-4076](#)).

DOCUMENTS REQUIRED FOR THE MOTION

A party seeking to compel or enjoin arbitration must attach any written instrument that provides the basis for the request (Ohio Civ. R. 10(C)). Counsel moving to compel arbitration should therefore attach a copy of the parties' arbitration agreement.

FILING THE MOTION

Counsel should check the appropriate state and local rules for the court's filing requirements, including information on electronic filing.

For more information on filing documents in Ohio courts, see Practice Notes, Filing Documents in State Court (OH) ([w-000-3886](#)) and E-Filing in State Court: The Basics (OH) ([w-000-3231](#)).

SERVING THE MOTION

A party moving to stay pending court proceedings and compel arbitration serves the motion as it serves any motion (Ohio Civ. R. 5). For information about serving motions in Ohio, see Practice Note, Serving Documents Subsequent to the Complaint (OH) ([w-000-4042](#)).

A party moving to compel or enjoin arbitration with no action pending files a complaint with the motion and serves it according to the rules for serving case-initiating documents under Ohio Civ. R. 4. For information about serving case-initiating documents in Ohio, see Practice Note, Commencing a Lawsuit: Filing and Serving the Complaint (OH) ([w-000-3228](#)).

DISCOVERY WHEN SEEKING TO COMPEL OR ENJOIN ARBITRATION

A party seeking to compel or enjoin arbitration may request discovery regarding the enforceability of the parties' contract but not regarding the merits of the dispute (see *Winters Law Firm LLC, v. Groedel*, 2013 WL 6221378, at *5 (Ohio App. 8th Dist. Nov. 27, 2013)).

APPEALING AN ORDER TO COMPEL OR STAY ARBITRATION

In federal court, federal laws, such as the general prohibition on interlocutory appeals (28 U.S.C. § 1291) and the FAA (see Practice Note, Compelling and Enjoining Arbitration in US Federal Courts: Appealing an Order to Compel or Enjoin Arbitration ([6-574-8707](#))), limit appeals of orders compelling FAA-governed arbitration. An order granting or denying a request to compel arbitration is not considered a final judgment. However, under the FAA, litigants may immediately appeal federal court orders denying arbitration but not orders favorable to arbitration. US appellate courts therefore have jurisdiction over orders:

- Denying requests to compel and stay litigation pending arbitration (9 U.S.C. § 16(a)(1)).
- Granting, continuing, or modifying an injunction against an arbitration (9 U.S.C. § 16(a)(2)).

Under the OAA, an order either denying or granting a motion to compel arbitration and stay court proceedings is a final order that a party may appeal (R.C. 2711.02(C), (D); see *Mynes v. Brooks*, 918 N.E.2d 511, 514 (Ohio 2009)).

An order either denying or granting a motion for a preliminary injunction enjoining the other party from engaging in arbitration is a final order that a party may appeal as of right if both:

- The order effectively determines the action between the parties and prevents a judgment in favor of the appellant.
- The appellant would not have a meaningful or effective remedy if it brings an appeal following a judgment that is final about all proceedings, issues, claims, and parties in the case.

(R.C. 2505.02.)

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