

[Your Name/Law Firm Name]

[Address]

[City, State, Zip Code]

[Phone Number]

[Email]

[Date]

[Opposing Counsel Name]

[Law Firm Name]

[Address]

[City, State, Zip Code]

Re: [Case Name/Reference Number] - Notice of Enforceability of Class Action Waiver under the Federal Arbitration Act (FAA)

Dear [Name],

This letter serves as formal notice regarding the arbitration agreement and class action waiver contained within the contract executed between [Client/Entity Name] and [Opposing Party Name] on [Date].

Pursuant to the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., the United States Supreme Court has repeatedly affirmed that arbitration agreements, including those containing express waivers of class or collective actions, are valid, irrevocable, and enforceable. Specifically, under *AT&T Mobility LLC v. Concepcion* and *Epic Systems Corp. v. Lewis*, the FAA preempts state laws or judicial doctrines that would otherwise prohibit the enforcement of such waivers.

The agreement governing this dispute explicitly requires that all claims be resolved through individual arbitration and prohibits the initiation or participation in any class, collective, or representative proceeding. As the underlying transaction involves interstate commerce, the FAA governs the enforceability of this provision.

Accordingly, we demand that [Opposing Party/Plaintiff] immediately withdraw the class allegations and proceed solely on an individual basis via arbitration as prescribed by the contract. Should you persist in pursuing class-wide relief in a judicial forum, we will move to compel individual arbitration and seek all available remedies, including an award of costs and attorney's fees incurred in enforcing the agreement.

Please confirm by [Deadline Date] that you will voluntarily comply with the terms of the arbitration agreement.

Sincerely,

[Your Signature]

[Your Printed Name]