

Dear Gibson, Dunn & Crutcher,

We are reaching out on behalf of the under-signed groups representing LGBTQ law students on campuses across the country. Many of us have worked closely with Gibson Dunn in recent years, and we greatly appreciate Gibson Dunn's support of our programming and mission.

However, we write to express our deep concern about our continued partnership with Gibson Dunn. This spring, in response to student concerns, Harvard Law School [issued a survey](#) asking which law firms require employees to sign forced arbitration agreements as a condition of employment; Gibson Dunn indicated that you do. Forced arbitration agreements bar LGBTQ employees from going to court to vindicate their workplace rights, including claims arising under Title VII of the Civil Rights Act, state statutes protecting LGBTQ workers and guaranteeing paid family leave, equal pay laws, wage and hour laws, and more. Instead, employees whose workplace rights are violated are obligated to settle their cases with third-party arbitrators.

Forced arbitration is an unfair, unreviewable process that prevents workers from seeking justice in a court of law. Forced arbitration is also a highly secretive process, and many forced arbitration clauses are accompanied by non-disclosure agreements. The #MeToo movement has [exposed](#) how forced arbitration and nondisclosure agreements have silenced survivors of sexual harassment and discrimination by sweeping harassment under the rug and by shielding companies with a long history of ignoring repeated instances of harassment and discrimination.

Forced arbitration has the same impacts on LGBTQ employees, who [face high rates](#) of workplace sexual harassment. If a queer summer associate is harassed for her sexual orientation, a non-binary associate is denied a promotion after they announce plans to transition, or a trans paralegal's insurance plan [illegally excludes](#) gender-affirming care, they have a right to sue. Forced into mandatory arbitration, they may never get justice. LGBTQ students of color and those with other multiply marginalized identities, who are already particularly vulnerable to workplace harassment, are even more so when they are denied the opportunity to seek redress in court. Furthermore, the secrecy of arbitration proceedings leaves LGBTQ law students without crucial information as they seek LGBTQ-friendly law firms to join. We cannot in good conscience promote firms as LGBTQ-friendly if they require employees to sign away their ability to sue if their workplace rights are violated.

**We, the 2019-2020 boards of LGBTQ students' law associations at law schools across the country, will no longer partner with, or accept funds from, any law firm that requires employees to sign forced arbitration agreements (per the [results of a survey](#) issued by Harvard Law School this spring) or refuses to disclose in future surveys whether or not they do so. In the future, we will not agree to promote these firms to our members in any way. As such, we urge you to end your policy of forcing employees, including summer associates, associates, and non-attorney staff, to waive their right to sue if they experience illegal treatment at work.**

In response to student concerns, several firms--including Kirkland & Ellis LLP and Sidley Austin LLP--have dropped their forced arbitration agreements. We urge you to do the same, so that LGBTQ law students seeking employment at Gibson Dunn can do so without fearing that they will sign away their rights or experience discrimination on the job.

**We plan to announce and implement this policy by October 29, 2019. Accordingly, please let us know if you will be dropping your forced arbitration policy by end of day October 28, 2019.**

We know that some law students have already committed to spending next summer or next year with these firms, and we understand that those choices are complex and personal. We hope that using our collective voice to oppose coercive and discriminatory employment practices will ensure that future students do not have to weigh the harm of signing mandatory arbitration agreements when deciding where to work.

Finally, we recognize that forced arbitration negatively impacts all workers in workplaces that use it, including attorneys and non-attorney staff, and not merely associates and summer associates. We are committed to including questions about employment practices for all employees in future surveys.

Respectfully,

Queer Caucus at Berkeley Law School  
University of Chicago Law School OutLaw  
Columbia Law School Outlaws  
Georgetown University Law Center OutLaw  
Harvard Law School Lambda  
Harvard Law School Queer & Trans People of Color  
Michigan Law Outlaws  
New York University School of Law OUTLaw  
Northwestern Pritzker School of Law OUTLaw  
Stanford Law School OUTLAW  
UCLA School of Law OUTLaw  
University of Pennsylvania Law School Lambda Law  
Yale Law School OutLaws