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General Mills, Inc., the company that makes popular cereals Cheerios and Cocoa Puffs and also numerous other brands created a firestorm on social media after it began telling customers who joined its online communities that they have given up their right to sue the company by doing so. The company announced a new privacy policy, instituted on April 2, 2014, which provides that General Mills customers must resolve disputes through binding arbitration. With broad wording, it could be asserted that customers had given up their right to sue General Mills by simply "liking" the Facebook page of a General Mills product.

After much consumer outcry, on April 19, 2014, General Mills issued a statement that they were returning to their prior terms. General Mills stated, 'On behalf of our company and our brands, we would also like to apologize. We're sorry we even started down this path. And we do hope you'll accept our apology.'

On behalf of our company and our brands, we would also like to apologize. We're sorry we even started down this path. And we do hope you'll accept our apology. We also hope that you'll continue to download product coupons, talk to us on social media, or look for recipes on our websites. - See more at: http://www.blog.generalmills.com/2014/04/weve-listened-and-were-changing-our-legal-terms-back-to-what-they-were/#sthash.4LyVruS4.dpuf
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Forced arbitration is becoming all the more prevalent in the wake of recent United States Supreme Court decisions clearing the way for companies to require arbitration of practically any dispute. With arbitration, disputes are decided by either a single decision-maker as a sole arbitrator or a panel of arbitrators. Typically, the arbitrators are paid by the company that wants to have disputes heard in arbitration rather than in the court system. Arbitrators thus know that the entity paying their fee is the same party that may or may not select that person to hear other disputes to be arbitrated in the future. This creates the risk of "repeat customer" bias, with arbitration results and awards slanted in favor of the companies that send the arbitrators repeat business.

Consumer advocates have worried that the pro-business Supreme Court decisions would result in companies employing aggressive tactics such as those of General Mills in an effort to guarantee that all disputes an individual may ever have with a company must be resolved in arbitration. Legislation was proposed that would limit the situations in which companies can force arbitration on their customers and others with whom they deal. Unfortunately, the legislation has been stuck in committee for nearly a year. The Arbitration Fairness Act was assigned to a congressional committee on May 7, 2013. If passed, the Arbitration Fairness Act would prevent forced arbitration in any employment, consumer, antitrust, or civil rights dispute. Concerned citizens should urge their congressional representatives to seek action on and enactment of the Arbitration Fairness Act.
