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*Henry Schein Inc. v. Archer & White Sales Inc.*, No. 17-1272

The Federal Arbitration Act (FAA) requires that the terms of contractual arbitration provisions be enforced. In *Rent-A-Center, West, Inc. v. Jackson*, 561 U.S. 63, 68-69 (2010), the Court held that the FAA also requires enforcement of “agree[ments] to arbitrate ‘gateway’ questions of ‘arbitrability,’ such as whether the parties have agreed to arbitrate or whether their agreement covers a particular controversy.” The lower courts have divided as to whether an exception to this rule exists where a court concludes that the claim of arbitrability is “wholly groundless.” The Court today granted certiorari to consider whether the FAA permits a court to decline to enforce an agreement delegating questions of arbitrability to an arbitrator if the court concludes the claim of arbitrability is “wholly groundless.”