

Blog Post

When One Harassment Claim May Put the Whole Case in Court

March 23, 2026

By [Diana M. Martinez](#)

A single sexual harassment allegation may do more than add one more claim to an employment complaint — it may also affect where the entire case gets litigated. In a recent decision, the U.S. Court of Appeals for the Sixth Circuit addressed a question that could have significant consequences for employers with arbitration agreements: when a plaintiff brings a sexual harassment claim alongside other employment claims, can the employer still compel arbitration of the non-harassment claims? At least under the Sixth Circuit’s reading of the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (EFAA), the answer may be no.

A Broader Read of the EFAA

The Sixth Circuit recently became the first federal appellate court to conclude that, where a plaintiff plausibly alleges a dispute involving sexual harassment, the EFAA may make an arbitration agreement unenforceable as to the entire case, not just the sexual harassment claim itself.

That distinction matters. Employment lawsuits often include multiple theories of liability arising from the same employment relationship. A complaint may pair a harassment claim with disability, retaliation, leave-related, wage and hour, or other workplace claims. Under the Sixth Circuit approach, a

Related People

[Diana M. Martinez](#)

Related Work

[Employment Administrative Claims Defense](#)
[Employment Training and Compliance](#)
[Labor and Employment](#)

Related Offices

[Los Angeles](#)

HR Defense

[Akerman Perspectives on the Latest Developments in Labor and Employment Law](#)

[Visit this Akerman blog](#)

sufficiently pled sexual harassment claim may keep all of those claims in court, even where some otherwise might have been subject to arbitration.

The Case at a Glance

The case involved a former paralegal who asserted two claims under the Americans with Disabilities Act (ADA) and one hostile work environment claim under Title VII. The harassment claim was based on allegations that an attorney at the firm made repeated sexual comments and jokes during work-related conversations and team meetings. The employer moved to dismiss the harassment claim and to compel arbitration of the ADA claims under the parties' employment arbitration agreement. The district court denied both motions, and the employer appealed.

As to the first issue, the Sixth Circuit held that the complaint alleged enough to allow the sexual harassment claim to proceed past the pleading stage. In the court's view, the alleged pattern of repeated sexualized comments was sufficient, at least at that early stage, to state a plausible hostile work environment claim.

As to the second issue, the Sixth Circuit declined to compel arbitration of the ADA claims. In doing so, it interpreted the EFAA to apply to the "case" as a whole, rather than only to the individual sexual harassment count. On that reading, once the plaintiff had plausibly alleged a sexual harassment dispute, the arbitration agreement could not be enforced as to the other claims asserted in the same lawsuit.

Why Employers Should Pay Attention

The key takeaway is broader than the facts of this particular dispute. For employers that rely on arbitration agreements, the decision underscores that a single sexual harassment claim may reshape the forum analysis for an entire case.

That has several practical implications.

- First, arbitrability may need to be evaluated earlier and more strategically when a complaint includes any harassment-based allegations. What might otherwise look like a straightforward motion to compel arbitration may instead turn on whether the harassment claim survives the pleading stage.
- Second, the decision may influence how employment cases are pleaded and litigated. In mixed-claim cases, the viability of the harassment allegations may affect not only the merits of that claim, but also whether the rest of the dispute proceeds in court or in arbitration.
- Third, employers may want to review arbitration agreements, dispute resolution provisions, and related employment policies with the EFAA in mind. Even a carefully drafted agreement may not operate as expected where a complaint combines harassment and non-harassment claims in a single action.

Looking Ahead

The Sixth Circuit's decision is an important early appellate interpretation of the EFAA, but likely not the last word. Employers operating across jurisdictions should expect continued litigation over how broadly the statute applies, particularly in cases involving both harassment and non-harassment claims.

For now, employers may want to plan for the possibility that one sufficiently pleaded sexual harassment claim could affect the forum for an entire lawsuit. Early attention to that issue may help employers better assess litigation risk, motion strategy, and arbitration strategy from the outset.

For questions about how this decision may affect arbitration agreements, litigation strategy, or employment policies, please reach out to a member of our Labor and Employment team.

This information is intended to inform firm clients and friends about legal developments, including recent decisions of various courts and administrative bodies. Nothing in this Practice Update should be construed as legal advice or a legal opinion, and readers should not act upon the information contained in this Practice Update without seeking the advice of legal counsel. Prior results do not guarantee a similar outcome.