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NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

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RENT-A-CENTER, WEST, INC. *v.* JACKSON

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 09–497. Argued April 26, 2010—Decided June 21, 2010

Respondent Jackson filed an employment-discrimination suit against petitioner Rent-A-Center, his former employer, in a Nevada Federal District Court. Rent-A-Center filed a motion, under the Federal Arbitration Act (FAA), to dismiss or stay the proceedings, 9 U. S. C. §3, and to compel arbitration, §4, based on the arbitration agreement (Agreement) Jackson signed as a condition of his employment. Jackson opposed the motion on the ground that the Agreement was unenforceable in that it was unconscionable under Nevada law. The District Court granted Rent-A-Center's motion. The Ninth Circuit reversed in relevant part.

Held: Under the FAA, where an agreement to arbitrate includes an agreement that the arbitrator will determine the enforceability of the agreement, if a party challenges specifically the enforceability of that particular agreement, the district court considers the challenge, but if a party challenges the enforceability of the agreement as a whole, the challenge is for the arbitrator. Pp. 3–12.

(a) Section 2 of the FAA places arbitration agreements on an equal footing with other contracts, *Buckeye Check Cashing, Inc.* v. *Cardegna,* 546 U. S. 440, 443, and requires courts to enforce them according to their terms, *Volt Information Sciences, Inc.* v. *Board of Trustees of Leland Stanford Junior Univ.,* 489 U. S. 468, 478, "save upon such grounds as exist under law or in equity for the revocation of any contract," §2. Here, the Agreement included two relevant arbitration provisions: it provided for arbitration of all disputes arising out of Jackson's employment, including discrimination claims, and it gave the "Arbitrator . . . exclusive authority to resolve any dispute relating to the [Agreement's] enforceability . . . including . . . any claim

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that all or any part of this Agreement is void or voidable." Rent-A-Center seeks enforcement of the second provision, which delegates to the arbitrator the "gateway" question of enforceability. See, *e.g.*, *Howsam* v. *Dean Witter Reynolds, Inc.,* 537 U. S. 79, 83–85. The court must enforce the delegation provision under §§3 and 4 unless it is unenforceable under §2. Pp. 3–6.

(b) There are two types of validity challenges under §2: one "challenges specifically the validity of the agreement to arbitrate," and "[t]he other challenges the contract as a whole," *Buckeye, supra*, at 444. Only the first is relevant to a court's determination of an arbitration agreement's enforceability, see, *e.g.*, *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U. S. 395, 403–404, because under §2 "an arbitration provision is severable from the remainder of the contract," *Buckeye, supra*, at 445. That does not mean that agreements to arbitrate are unassailable. If a party challenges the validity under §2 of the precise agreement to arbitrate at issue, the federal court must consider the challenge before ordering compliance with the agreement under §4. That is no less true when the precise agreement to arbitrate is itself part of a larger arbitration agreement. Because here the agreement to arbitrate enforceability (the delegation provision) is severable from the remainder of the Agreement, unless Jackson challenged the delegation provision specifically, it must be treated as valid under §2 and enforced under §§3 and 4. Pp. 6–9.

(c) The District Court correctly concluded that Jackson challenged only the validity of the contract as a whole. In his brief to this Court he raised a challenge to the delegation provision for the first time, but that is too late and will not be considered. See *14 Penn Plaza LLC* v. *Pyett,* 556 U. S. ___, ___. Pp. 9–12.

581 F. 3d 912, reversed.

SCALIA, J., delivered the opinion of the Court, in which ROBERTS, C. J., and KENNEDY, THOMAS, and ALITO, JJ., joined. STEVENS, J., filed a dissenting opinion, in which GINSBURG, BREYER, and SOTOMAYOR, JJ., joined.