

**2018–19 Arbitration Update**  
The Good, the Bad, and the Ugly:  
A Plaintiff and Defense Perspective



**30th Annual Labor and Employment Law Institute**  
**August 23-24, 2019**

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# *Epic Sys. Corp v. Lewis*

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# *Lamps Plus, Inc. v. Varela* (2019)

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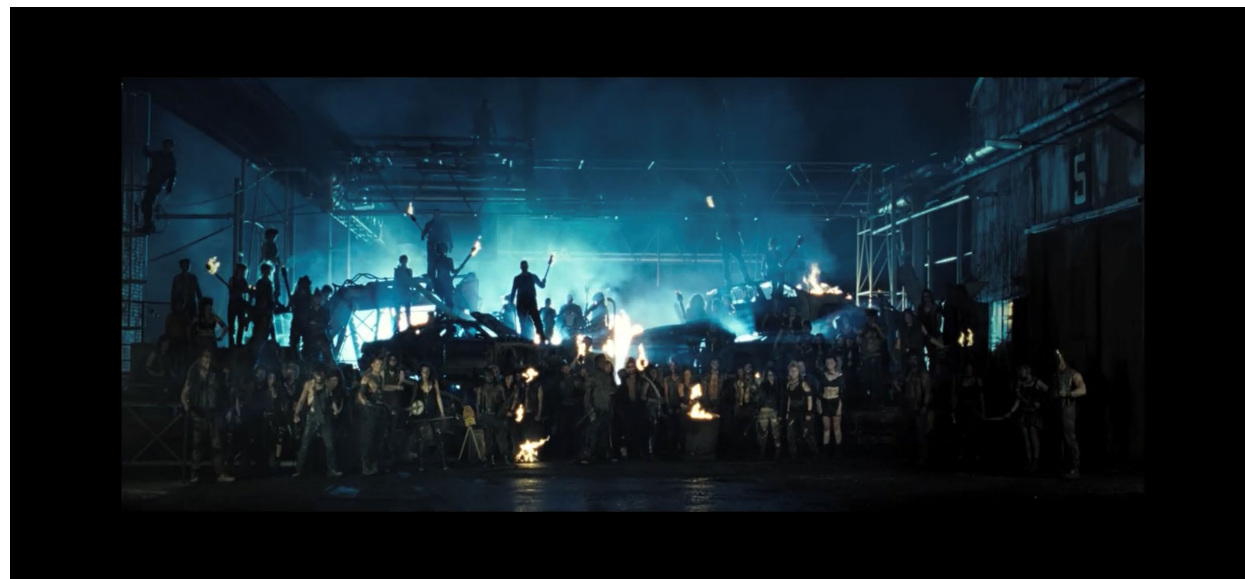


## *New Prime Inc. v. Oliveira* (2019)

The U.S. Supreme Court held that (1) the Federal Arbitration Act's Section 1 exemption may apply to a transportation worker, whether they are independent contractors or employees; and (2) A court (and not the arbitrator) must decide whether the exception to arbitration in Section 1 of the FAA applies



*Archer and White Sales,  
Inc. v. Henry Schein,  
Inco, 16-41674 (5th Cir.  
Aug. 14, 2019*





## *20/20 Commc'ns, Inc. v. Blevins* (5th Cir. July 22, 2019)

A court must decide whether an arbitration clause permits class or collective proceedings unless the parties' arbitration agreement "clearly and unmistakably" delegates the issue to the arbitrator.



## *In re JPMorgan Chase & Co. (5th Cir. 2019)*

A district may not authorize notice of an FLSA collective action to putative collective members who are subject to arbitration agreements (unless the record shows the arbitration agreement would not prohibit participation in the collective).



*Marriott Int'l, Inc. v. Danna* (5th Cir. May 6, 2019)





*Prime Healthcare Paradise Valley, LLC*

368 NLRB No. 10, 2019 WL 2525342 (June 18, 2019)



*Latif v. Morgan Stanley & Co. LLC* (S.D.N.Y. June 26, 2019)



*HEB Grocery Co. LP v. Perez*, No. 13-18-00063-CV, 2019 Tex. App. LEXIS 6320, 2019 WL 3331466 (Tex. App.—Corpus Christi July 25, 2019, no pet. hist.)