

## Concepcion And Texas Employment Arbitration

Publication

5.10.11

Since the Texas Supreme Court's *In re Halliburton* decision several years ago, Texas courts have routinely upheld the use of mandatory, binding arbitration agreements in the employment context. Even so, some Texas employers and their legal counsel have resisted the move to arbitration.

Those critical of arbitration have pointed to the lack of significant cost savings, one of the supposed strengths of arbitration. Others found that the judges and juries in their jurisdictions were no more likely to award large verdicts than private arbitrators were, eliminating another purported advantage.

Things may be changing, however. The U.S. Supreme Court may have given Texas employers reason to reconsider mandatory employment arbitration. In *AT&T Mobility v. Concepcion*, the court upheld the enforceability of class action waivers in arbitration agreements. The ruling could allow employers and employees participating in dispute resolution programs to avoid class litigation entirely.

The advantages presented by arbitration agreements may now finally outweigh their perceived disadvantages. Texas employers with arbitration agreements should have them reviewed to ensure that they contain language restricting the employee's participation in class actions and class arbitrations.

This article appeared in the May 10, 2011 issue of [\*Employment Law360\*](#).

### ***Related People***





**Stephen J. Roppolo**

Partner

713.292.5601

Email