



Iskanian Ruling Significantly Improves The Enforceability of Class-Action Waivers Under California Law

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On June 4 the California 2nd District Court of Appeal issued a ruling that significantly affects wage-and-hour class actions in the state. In *Iskanian v. CLS Transportation Los Angeles* 2012 WL 1979266 (Cal. Ct. App., 2d Dist., Div. 2 June 4, 2012), the plaintiff worked as a driver for the defendant CLS from March 2004 to August 2005. In December 2004 the plaintiff signed a "proprietary information and arbitration policy/ agreement" providing that "any and all claims" arising out of his employment were to be submitted to binding arbitration before a neutral arbitrator.

The arbitration agreement provided for reasonable discovery, a written award and judicial review of the award, and it acknowledged the employer's obligation to bear all unique costs of the arbitration. The agreement further contained a class and representative action waiver.

The plaintiff filed a class-action complaint against CLS in 2006, alleging that CLS failed to pay overtime, provide meal and rest breaks, reimburse business expenses, provide accurate and complete wage statements, and pay final wages in a timely manner

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