BELL NUNNALLY

BELL NUNNALLY'S BRENT HOCKADAY AUTHORS TEXAS LAWYER ARTICLE ON #METOO-MOTIVATED FEDERAL ARBITRATION REFORM

April 13, 2022

Bell Nunnally Partner Brent D. Hockaday authored the *Texas Lawyer* article "#MeToo Takes a Bite Out of Arbitration." The piece explores the recently enacted federal law "Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021," which amends the Federal Arbitration Act (FAA) to provide: "no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to a case which is filed under federal, tribal, or state law and relates to the sexual assault dispute or the sexual harassment dispute."

> *Hockaday explains, "Effectively, the EFAA prohibits compulsory arbitration of sexual harassment or civil sexual assault cases arising from workplace conduct. Instead, the EFAA gives the employee the choice to go to court to pursue these specific claims despite the existence of an overarching agreement to arbitrate all claims."*

Hockaday explores the "Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 in the context of:

- How will courts manage lawsuits containing arbitrable and non-arbitrable claims?
- What does this mean for future employment lawsuits where only some claims are subject to the EFAA exclusions?
- What should employers take away?

Hockaday concludes by stressing that the new law in the context of recent case law means that employers should remain alert to "mandatory arbitration agreements that they face a real possibility of concurrent, bilateral litigation and arbitration of lawsuits involving non-arbitrable sexual harassment or assault and claims subject to an arbitration agreement."

BELL NUNNALLY

To read the full article, please click here.

Related Practices

Litigation