Arbitration in the Fifth – June 2026

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RELATED PRACTICES International Arbitration, Litigation

In June 2026, the Western District of Texas considered whether a party waived the right to arbitrate in *Forte Human Cap., Inc. v. Shishido.* In *Picard Grp., LLC v. Intensive Specialty Hosp. LLC*, the Western District of Louisiana considered the difference between the "seat" of arbitration and the place where evidence is heard.

Opinions of United States District Courts

Motions to Compel Arbitration

Cantium, LLC v. Walker Marine Geophysical Co., LLC, No. CV 25-552, 2026 WL 1529293 (E.D. La. June 1, 2026) (marine seismic services). Motion to compel granted. An unsigned arbitration clause can be incorporated by reference into a separate signed document. Referring to a document "requires more than merely mentioning the document." If the reference to the other document is "clear and the circumstances indicate that the intent of the parties was incorporation," a document may be incorporated "even in the absence of specific language of incorporation."

Osmanski v. JPMorgan Chase Bank, N.A., No. CV 26-147, 2026 WL 1689914 (E.D. La. June 11, 2026) (financial services). Motion to compel granted. Plaintiff alleged that a bank employee "appearing in his official capacity as a bank employee, leveraged his position of trust to facilitate a fraudulent 'selling away' scheme." That plaintiff's claim involved "a fraudulent tort committed by a [bank] employee with an outside party, and not a transaction executed within [plaintiff's account], does not mean that the claims fall outside the scope of the arbitration agreement."

Wells v. Patterson Motors of Shreveport, Inc., No. CV 25-1877, 2026 WL 1747876 (W.D. La. June 17, 2026) (employment). Motion to compel granted. Defendant submitted a copy of the arbitration agreement bearing a "signature purporting to be" that of the plaintiff. Plaintiff denied signing the agreement and denied that the signature appearing on the document was his. The court determined that it was "permitted to resolve disputed jurisdictional facts" and, on review of the record, found that defendant had established the existence of a valid agreement.

Wright v. Windows USA, LLC, No. 4:25-CV-82-DMB-JMV, 2026 WL 1539312 (N.D. Miss. June 1, 2026) (personal injury). Motion to compel granted. Plaintiff argued that an independent contractor performed the work that resulted in her injury. Plaintiff did not sue the independent contractor. "[W]hether any independent contractor carried out the work specified in the Installation Agreement between [plaintiff and defendant] is inconsequential to [plaintiff's] agreement to arbitrate her claims in this case against [defendant]."

Muirhead v. Stride, Inc., No. 4:25-CV-1222-P, 2026 WL 1690090 (N.D. Tex. May 26, 2026) (Cureton, Mag. J.), report and recommendation adopted, 2026 WL 1688330 (June 10, 2026) (employment). Motion to compel granted. Procedural issues "such as pre-arbitration conflict resolution and the period in which the Agreement to Arbitrate applies are regularly held as issues to be determined by the arbitrator."

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Misrendino v. Schunk, No. 1:25-CV-01773-RP, 2026 WL 1763633 (W.D. Tex. June 15, 2026) (Hightower, Mag. J.) (defamation/breach of contract). Motion to compel granted. Plaintiff sought to avoid arbitration by asserting the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 ("EFAA"). Defendant had accused plaintiff of "psychological and domestic abuse, stalking and harassment, sexual assault, and threats of blackmail." As it was the defendant that "alleged sexual assault," plaintiff could not invoke the EFAA to invalidate the arbitration clause.

Forte Human Cap., Inc. v. Shishido, No. EP-24-CV-00365-LS-ATB, 2026 WL 1793655 (W.D. Tex. June 5, 2026) (Berton, Mag. J.) (fiduciary duty). Motion to compel denied. To determine whether a party waived arbitration, "courts ask whether the party 'knowingly relinquished the right to arbitrate by acting inconsistently with that right.'" Relinquishment occurs when the party seeking arbitration "substantially invoke[s] the judicial process." Defendants' conduct included filing an "answer and two amended answers, which included counterclaims . . . [wherein they] asserted anywhere from eight to thirteen affirmative defenses. But in none of them did Defendants mention arbitration." The court found this omission "corroborate[d] Defendants' desire not to arbitrate." Also, "[a] party waives arbitration by seeking a decision on the merits before attempting to arbitrate." In opposing plaintiffs' motion for leave to amend, defendants argued futility. The court determined that futility on a motion for leave to amend a complaint is evaluated under the same standard as a dismissal under Rule 12(b)(6), and that defendants' futility arguments went to the merits of the new claims. The court found that the futility arguments (made before the motion to compel) "substantially invoked the judicial process."

Other Arbitration-Related Opinions

Howard v. Universal Prot. Serv., LLC, No. CV 25-2185, 2026 WL 1678207 (E.D. La. June 10, 2026) (employment). Plaintiff had placed formation of the arbitration agreement in dispute. The Court allowed "limited discovery narrowly tailored to the question of whether plaintiff executed the arbitration agreement."

Picard Grp., LLC v. Intensive Specialty Hosp. LLC, No. 26-CV-912, 2026 WL 18400902 (W.D. La. June 4, 2026) (Hornsby, Mag. J.), report and recommendation adopted, 2026 WL 1839087 (June 25, 2026). Motion to transfer venue for confirmation proceeding denied. The parties' agreement provided for arbitration in Lafayette, Louisiana (W.D. La) but "by agreement of the parties" an evidentiary hearing was held in Baton Rouge, Louisiana (M.D. La.). The parties disputed the appropriate venue for the confirmation application. The location of the hearing and the location of the arbitral seat are two separate things, and an arbitration can be sited in a different place from where the hearing is held. The court reasoned:

> Arbitration awards are considered "to have been granted at the location of the arbitral seat." The location of the "arbitral seat" is determined by the location the parties agreed to hold the arbitration, and it is unaffected by the arbitration hearing being held in a different city or virtually. (internal citations omitted)

The court went on to hold:

> Although a hearing was held by agreement in Baton Rouge, Lafayette remained the arbitral seat and is the place where the award was "made" for Section 9 purposes. The record does not indicate where the arbitrator was when he signed and issued the awards, but he may have been at his law office in Baton Rouge. If he was, it would not matter to venue because such ministerial acts do not mean the decision was "made" in that location. Accordingly, the

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Western District of Louisiana is the proper Section 9 venue for this action to confirm the award. (internal citations omitted).

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