

## Arbitration in the Fifth – March 2026

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**PRACTICES** International Arbitration, Litigation

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In March 2026, the Northern District of Texas considered the requirements for a “reasoned award” in *LGC Global Inc. v. Eagle Contracting LLC*. The Eastern District of Louisiana enforced the arbitration provision of a clickwrap agreement and deferred the question of adhesion to the arbitrator. In the Northern and Western Districts of Texas, employment-related arbitration agreements were reviewed.

### Opinion of the Fifth Circuit

*Quintas v. Granite Constr. Inc.*, No. 25-20097, 2026 WL 821892 (5th Cir. Mar. 25, 2026). Order denying vacatur of award affirmed. The parties’ arbitration agreement provided that if the employee appeared for arbitration *pro se*, the company would act *pro se* as well. The company used attorneys to prepare witnesses for the hearing, but attorneys were not present at the hearing. The arbitrator found the use of attorneys to prepare for arbitration was not a breach of the arbitration agreement. The district court was found to have properly deferred to the arbitrator’s conclusion.

### Opinions of United States District Courts

#### Motions to Compel Arbitration

*Smith v. Ticketmaster, LLC*, No. CV 25-01337, 2026 WL 850364 (E.D. La. Mar. 27, 2026) (concert ticket sales). Motions to compel granted. The arbitration agreements were contained in clickwrap agreements. “As to whether the arbitration clauses were contracts of adhesion under Louisiana law, those arguments can be presented to the arbitrator. There can be no doubt that Plaintiff had free will whether to purchase tickets through Defendants’ apps and websites in order to attend the concert. He thus entered into valid contracts with Defendants, and both of those contracts contained valid and enforceable arbitration clauses.”

*Blissett v. Pate’s Grp., LLC*, No. 3:25-CV-00310-JDM-JMV, 2026 WL 839204 (N.D. Miss. Mar. 26, 2026) (truck purchase). Motion to compel granted. Plaintiff had initiated an arbitration under the American Arbitration Association’s (“AAA”) Consumer Arbitration Rules. Notice was sent to defendants, who argued that they did not receive the notice. The AAA notified the parties that it had not received defendants’ filing fees, declined to administer the case and closed its file. Defendants “argued they had not waived arbitration because they did not receive notice of arbitration from AAA.” The court held that “the dispute over the [defendants’] arbitration notice and waiver is also for the arbitrator.” Further, “a valid arbitration agreement exists and delegates the arbitrability of claims to the arbitrator. And the Court finds the delegation clause encompasses the notice and waiver disputes raised by [plaintiff] and the [defendants] in their motion responses. This is because that dispute must be answered before arbitration can proceed.”

*Miller v. Allstate Ins. Co.*, No. 7:25-CV-00069-S-BP, 2026 WL 682669 (N.D. Tex. Mar. 3, 2026) (Ray, Jr., Mag. J.), report and recommendation adopted, 2026 WL 691398 (Mar. 10, 2026) (Americans with Disabilities Act). Motion to compel granted. Employer notified the plaintiff of his job offer by email with two attachments. One attachment was named

“Mutual\_Arbitration\_Agreement\_No\_Signature.pdf”. Plaintiff argued the filename created ambiguity and implied the document was “informational.” The court held “mutual assent does not evaporate due to one party’s subjective state of mind.” Further, the employee signed the agreement. “Therefore, irrespective of his interpretation of the Agreement’s filename, mutual assent was present, and the Agreement is not invalid on that basis.” Answering plaintiff’s lawsuit, filing an amended answer and participating in a Rule 26 proceeding did not result in waiver of arbitration.

*Ashley v. Clay Cty.*, No. 5:23-CV-013-H, 2026 WL 860111 (N.D. Tex. Mar. 30, 2026) (employment). Motion to compel granted. Under the parties’ delegation clause, “all disputes about the validity of the arbitration clause” must be resolved by through the arbitration process. Whether a party “had authority to contract for arbitration goes to the Agreement’s validity; it does not present a step-one formation question.” Any “challenge to the validity of the Agreement—including plaintiff’s allegation that [defendant] lacked authority to execute the Agreement in the first place—must be referred to arbitration.” In deciding whether to stay the case as to defendants not referred to arbitration, the court’s consideration includes whether “(1) the arbitrated and litigated disputes involve the same operative facts; (2) the claims asserted in the arbitration and litigation are ‘inherently inseparable’; and (3) the litigation has a ‘critical impact’ on the arbitration.”

*Prospero v. Walmart Assocs., Inc.*, No. EP-25-CV-00001-KC, 2026 WL 670959 (W.D. Tex. Mar. 9, 2026) (Berton, Mag. J.) (workplace injury). Employer used computer-based learning (“CBL”) modules, including a “Texas Injury Care Benefit Plan” module, that “trains associates on the benefits under” the Plan and the “mandatory arbitration for work-place injuries.” Completion of CBL modules was a “condition of employment.” The court determined that by completing the Plan module and continuing his employment, plaintiff agreed to arbitrate. “[A]bsent affirmative misrepresentation, trickery, or artifice, illiteracy in English alone is insufficient to establish that an agreement is procedurally unconscionable.” The employer demonstrated that a Spanish version of the Plan module was available.

*Lampkin v. H-E-B, L.P.*, No. 1:25-CV-1297-ADA-SH, 2026 WL 688309 (W.D. Tex. Mar. 3, 2026) (Hightower, Mag. J.), report and recommendation adopted, 2026 WL 768873 (Mar. 18, 2026) (employment). Motion to compel granted. To contest the authenticity of an arbitration agreement, the employee is required to both unequivocally deny that she agreed to arbitrate and produce “some evidence” supporting her position. “An employee also demonstrates acceptance of an arbitration agreement by ‘continuing to show up for the job and accept wages in return for work’.”

*Menlo Mueller Austin Apartments, LLC v. Colony Ins. Co.*, No. 1:25-CV-01138-DH, 2026 WL 751947 (W.D. Tex. Mar. 12, 2026) (insurance). Motion to compel denied. “Under Texas law, endorsements or riders ‘attached to an insurance policy when delivered and accepted’ are generally considered ‘part of the policy itself—even when these additional forms are not independently signed’.” Insurers participation in an appraisal procedure did not waive arbitration even though the arbitration clause deleted the appraisal procedure. Arbitration was denied because the court determined that the arbitration clause applied only to “appraisal-related disputes.”

## **Motions to Confirm or Vacate an Award**

*FMGI, Inc. v. S. La Contractors, LLC*, No. CV 25-1234, 2026 WL 656949 (E.D. La. Mar. 9, 2026). Award confirmed. Movant sought confirmation by default. The court determined that that the application should be reviewed under the standard for an unopposed motion for summary judgment, in addition to the default judgment standard.

*Gupta v. La. Health Serv. & Indem. Co.*, No. CV 24-404-JWD-SDJ, 2026 WL 867763 (M.D. La. Mar. 30, 2026). Motion to reconsider jurisdictional dismissal of motion to vacate was denied. Argument that the Fifth Circuit had narrowed *Badgerow v. Walters*, 596 U.S. 1 (2022) was rejected. Plaintiff's attempt to bring additional claims in the context of an application to vacate an award was procedurally improper.

*LGC Global Inc. v. Eagle Contracting LLC*, No. 3:25-CV-01960-E, 2026 WL 886623 (N.D. Tex. Mar. 31, 2026). Motion to confirm award granted and motion to vacate denied. Plaintiff argued the award should be vacated, as “the Panel exceeded their powers by failing to issue a ‘reasoned award’ and instead only provided a perfunctory opinion’.” Plaintiff did not dispute that a panel issues a reasoned award when it lays out the facts, describes the contentions of the parties and decides which of the two proposals should prevail. Plaintiff argued that the Panel did not provide “enough analysis.” “To survive vacatur, all the Court needs to determine is whether the Panel issued more than a . . . a mere announcement of the arbitrator's decision.” The 13-page, single-spaced award “easily complie[d] with the requirement to provide reasoning supporting the Panel's determination.”

*Carroll v. Turner Indus. Grp. LLC*, No. 2:24-MC-00076, 2026 WL 911992, at \*2 (W.D. La. Mar. 31, 2026). Motion to vacate denied. A “court cannot review the merits of the award but must accept the arbitrator's interpretation of the facts, contract, and applicable law . . . because the parties have bargained for the arbitrator's construction of their agreement.” As “long as the arbitrator's decision draws its essence from the collective bargaining agreement and the arbitrator is not fashioning his own brand of industrial justice, the award cannot be set aside.”