

17-340 NEW PRIME INC. V. OLIVEIRA

DECISION BELOW: 857 F.3d 7

LOWER COURT CASE NUMBER: 15-2364

QUESTION PRESENTED:

Section 1 of the Federal Arbitration Act ("FAA") provides that the FAA does not apply "to contracts of employment of seamen, railroad employees, or any other class of workers engaged in foreign or interstate commerce." 9 U.S.C. § 1. Respondent is an independent contractor whose agreement with interstate trucking company New Prime, Inc. ("Prime") includes a mandatory arbitration provision requiring Respondent to arbitrate all workplace disputes with Prime on an individual basis. Respondent does not challenge the validity of the arbitration agreement he signed or the delegation clause contained therein, which mandates that all disputes regarding arbitrability be decided by an arbitrator. Nonetheless, Respondent filed a putative class action in court and opposed arbitration on the basis of the Section 1 exemption.

The questions presented are:

1. Whether a dispute over applicability of the FAA's Section 1 exemption is an arbitrability issue that must be resolved in arbitration pursuant to a valid delegation clause.

2. Whether the FAA's Section 1 exemption, which applies on its face only to "contracts of employment," is inapplicable to independent contractor agreements.

CERT. GRANTED 2/26/2018