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The Widespread Use of Workplace Arbitration Among America's Top 100 Companies

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I. Introduction*

This report examines the use of arbitration agreements in the workplace by the top 100 largest domestic United States companies, as ranked by *Fortune* magazine.[1] These companies are the most successful, powerful companies in America, with combined annual revenues totaling over 7.6 trillion dollars according to *Fortune* magazine.[2]

The research in this report was undertaken to identify: 1) How many of these companies have utilized arbitration to resolve workplace disputes since 2010; and 2) Of those companies, how many use arbitration clauses that require workers also to waive their right to proceed collectively or as part of a class (a "class waiver"). This report does not address labor arbitration or unionized employees who are bound to arbitrate under a collective bargaining agreement; instead, this report focuses on individual arbitration agreements for workplace disputes.

The key findings of this study are as follows:

- 80% of the companies in the *Fortune* 100, including subsidiaries or related affiliates, have used arbitration agreements in connection with workplace-related disputes since 2010.

- Of the 80 companies with arbitration agreements in the workplace, 39 have used arbitration clauses containing class waivers.

The ability to access courts is disappearing for workers in America because arbitration clauses have permeated the majority of the leading companies in America. Personal injury claims, wage claims, civil rights claims, sexual assault claims, and other claims involving the workplace and vulnerable workers may never be heard in a public court, with broad procedural protections for employees, because of the use of arbitration clauses. Further, through the use of class waivers, it is impossible for employees to join together in a class or collective action against their more powerful and far better-resourced employers. Access to courts has become increasingly more difficult for workers, and the vast majority of America's top companies have tried to block workers from entering the courthouse door.

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[1] The rankings come from the top 100 companies set forth in the Fortune 500 list of 2017. These companies are ranked based on total revenues for their respective fiscal years. For a description of the methodology used by Fortune magazine to develop the rankings, please see http://fortune.com/fortune500/list.

[2] To understand the economic power these companies wield, one should realize that the entire Gross Domestic Product (GDP) for the United States was about 18.6 trillion dollars in 2016, https://data.worldbank.org/indicator/NY.GDP.MKTP.CD. The combined annual revenues of these companies represent more than 40% of America's GDP.

II. Methodology

This study broadly measures the pervasiveness of arbitration agreements for workplace-related disputes among Fortune 100 companies in recent years. Based on publicly-available data, it is difficult to assess with certainty the raw number of workers bound by arbitration clauses at each company, without making various assumptions. Unfortunately, the extent of each company's use of arbitration in its own workforce is not readily ascertainable. Nevertheless, this report provides a snapshot of how many of America's top companies have used arbitration agreements for workplace-related disputes in recent years.

A. Sources Reviewed

To gather this information about the use of arbitration agreements in the workplace among *Fortune* 100 companies, we examined court opinions and pleadings filed since January 1, 2010. General internet searches were conducted when court opinions or filings were not available for a particular company. For example, a company may sometimes place its employee manual or policies online, and these materials may contain arbitration clauses.

Because this study relied solely on publicly-available data, the use of arbitration clauses in the workplace among the top companies in America may actually be higher than indicated by our research. There may be no record of a company seeking to impose arbitration on a worker because no employee has publicly challenged the validity of an arbitration agreement, and a company may not publicize its use of arbitration on its public website.

B. Limitations On The Conclusions That May Be Drawn From Our Research

It is important to note that this study does not indicate how many workers are bound by an arbitration clause. Relying solely on publicly-available data, it is difficult to determine with certainty how many workers at each particular company are bound by an arbitration clause. For example, there may be a reported court opinion revealing that a particular worker for a company is bound by an arbitration clause, but based on the court opinion, it is not possible to determine with certainty whether the company uses arbitration for all of its workers or just smaller subsets or categories of its workers. The fact that a company has used arbitration agreements with one of its workers or category of workers does not necessarily mean the company uses arbitration agreements for all of its workers. However, if a reported case reveals that a company has used arbitration agreements for a workplace-related dispute in connection with one employee or one type of employee, these companies likely have the power to impose arbitration agreements on their other workers as well.

C. Search Results

The Appendix to this report organizes America's Top 100 companies for 2017 as published by *Fortune* magazine into three categories: 1) companies that have no publicly-available record of using arbitration clauses for workplace-related disputes; 2) companies that have a public record

of an arbitration clause for workplace-related disputes, but which have no public record of having employed a class or collective action ban, and are, thus, "silent" as to class waivers; and 3) companies that have utilized workplace arbitration clauses with class and collective action bans.[3]

Some court opinions listed in the Appendix to this report selectively quote from parts of an arbitration agreement, but the full text of the arbitration agreement may appear in a different court filing, and not in the court opinion. For example, the full text of an arbitration agreement may appear as an exhibit to a motion to compel arbitration filed by the company in court. In other words, the court opinion cited in the Appendix may not actually refer to a class waiver, even though a class waiver exists in the arbitration agreement. To verify the existence of class waivers, dockets and the underlying court filings were checked to search for the entire text of an arbitration agreement. For a few situations, the entire text of the arbitration agreement was not publicly-available (e.g., the court and parties selectively quoted from a portion of the arbitration agreement instead of including the full terms of the arbitration agreement, or the underlying pleadings were not readily available for some state court systems), and thus, it was not possible to verify the existence of a class waiver. As a result, categorizing a company's arbitration clause as "silent" in the Appendix means either that the full text of the arbitration clause was not readily available to verify the existence of a class waiver, or the full text was available and contains no class waiver. In sum, the study may underreport the existence of class waivers because the full text of an arbitration clause may not have been publicly available to verify the existence of a class waiver.

III. Our Key Finding Is Based On A Broad, Inclusive Definition Of Worker And Workplace

The 80% figure is based on a broad, inclusive concept of worker or workplace. The 80% finding was determined by examining publicly-available records concerning the top 100 American companies, as listed in *Fortune*, as well as the companies' subsidiaries and related, affiliated entities. For example, Home Depot, Inc. owns Interline Brands, which uses an arbitration clause with its employees. For purposes of the 80% figure, a Fortune 100 company is treated as having an arbitration clause if one of its subsidiaries uses an arbitration clause in the workplace.

Furthermore, for purposes of the 80% figure, the study includes representatives, agents, and independent contractors of the Fortune 100 companies and in some cases, workers of affiliated companies. For example, the cases cited for New York Life Insurance and the other insurance companies in the study involve what appear to be independent agents or representatives for the company. Similarly, Nike is listed as using arbitration in connection with workplace disputes because there is a reported case where a sales representative for a designated territory challenged an arbitration clause, and the case cited for Amazon.com involves delivery truck

[3] Note that even though an arbitration clause is silent and may not contain an explicit class waiver, companies may still argue that a silent clause prohibits class proceedings. Many courts construe a silent arbitration clause as having an implied class waiver. *See, e.g.*, Myers v. TRG Customer Sols., Inc., 2017 WL 3642295 (M.D. Tenn. Aug. 24, 2017) (silent arbitration clause implicitly bars class proceedings).

drivers who allege they are improperly classified as independent contractors. Also, the Dow Chemical and Exxon Mobil cases involve maintenance workers who technically were hired by another employer, but who did work on behalf of the Fortune 100 company at the facilities of the Fortune 100 company. The Exxon Mobil case involves an employee of a maintenance company that appears to enter into long-term contracts with Exxon Mobil, and the maintenance or staffing company assigned the employee at issue to an Exxon facility for a two-year period, such that Exxon was alleged to be a joint employer of the worker bound by the arbitration clause. Similarly, the American Airlines case involves a skycap who served American Airlines customers, but who technically was employed by an aviation staffing agency that entered into a contract with American Airlines.

Likewise for Ford and General Motors, both top 10 companies, there are no reported cases involving individual arbitration agreements with workers who are direct employees of either company. However, car dealerships closely affiliated with these automobile manufacturers use arbitration clauses for their own employees. For purposes of the 80% figure, both Ford and General Motors are listed as having arbitration clauses because an affiliated dealership uses such clauses. Similarly, Verizon relies on retail stores which appear to be independently-owned and which are not subsidiaries of Verizon, but such retail stores often serve as exclusive agents who sell only Verizon products or services. Because such a retail store closely affiliated with Verizon uses arbitration agreements with its own employees, Verizon is listed in the study as having an arbitration clause for purposes of the 80% finding. This study refers to these workers as "affiliated" workers, which includes agents, representatives, or independent contractors of the Fortune 100 company, as well as employees of affiliated entities.

We have concluded that it is reasonable to rely on a broad, inclusive, flexible concept of a worker in part because the companies benefited from these affiliated workers. Additionally, courts in some cases have permitted non-signatories to a contract containing an arbitration clause to enforce those terms against third parties, thereby allowing companies to impose arbitration on workers those companies did not technically employ.[4] Because companies frequently advance aggressive legal arguments regarding non-signatories that are sometimes accepted by courts, it is only fair to use a flexible, inclusive concept of a worker for purposes of this study.

IV. If One Adopts A Narrower Definition Of Worker, Our Research Indicates That The Use Of Arbitration Still Is Widespread Among The *Fortune* 100

If one opted for a narrower definition of employee, one could eliminate the "affiliated" workers from the study. Line drawing who counts as an appropriate worker for this study can be difficult and subject to some reasonable debate. However, by eliminating workers who appear to be

[4] *See, e.g.*, Lyddy v. Dow Chem. Co., 2010 WL 173643 (Mich. Ct. App. Jan. 19, 2010) (allowing Dow to compel arbitration of a worker's claims even though Dow was a non-signatory of the arbitration agreement between the worker and a third-party employer); *see also* James v. Turner Indus., 2014 WL 3726615 (M.D. La. June 30, 2014) (motion to compel arbitration filed by Exxon Mobil as a non-signatory).

classified as independent contractors or agents of Fortune 100 companies, or employees of affiliated companies, it appears that a line can be drawn to eliminate 14 companies with arbitration clauses where the connection to the Fortune 100 company may arguably be less compelling, such as the examples above where a staffing company or other third-party provides a maintenance worker for a Dow Chemical factory, or where an aviation staffing company employs a skycap to serve American Airlines customers. As a result, under a more conservative view eliminating those 14 companies involving affiliated workers,[5] 66 companies out of the top 100 companies in America use arbitration agreements in connection with workplace-related disputes, and of these 66 arbitration agreements, 32, or almost half of the 66, contain class waivers (48.4% of the 66). However, as mentioned above, arbitration law supports a broader, more flexible concept of a worker for purposes of this study, because courts may sometimes allow non-signatories, such as a company that relies on a staffing service for workers, to enforce arbitration clauses.

A. Use Of Arbitration For Disputes Involving Executives

Concerns about forced arbitration focus on workers who have no meaningful choice or no bargaining power to reject a "take-it-or-leave-it" arbitration agreement. This study does not analyze the issue of meaningful consent, or whether the worker was aware of or understood the significance of an arbitration clause, or whether the worker had the bargaining power to reject or modify an arbitration clause. In other words, there is an issue whether this study should include all workers, or whether executives or top-level managers with arbitration clauses should be excluded from the study. It is not entirely certain, but individual executives may have bargaining power to reject or modify an arbitration clause proposed by an employer. It is workers who lack bargaining power who are most vulnerable and at risk for being bound by a harsh, one-sided arbitration clause.

The 80% key figure mentioned above includes both executives and non-executives. Some cases in this report involved workers who appear to be identifiable as executives for a company. Out of the 80 companies with arbitration clauses in this study, there are 15 companies where the only arbitration clause that was readily and publicly available involved what appears to be an executive.[6] Eliminating these 15 companies from the 80 with arbitration clauses results in the following figures regarding non-executive workers: 65% of the top 100 companies use arbitration clauses in connection with workplace disputes involving non-executive workers, and

[5] The 14 companies eliminated under a more conservative view are: Exxon Mobil (maintenance worker hired by another company to work at an Exxon facility for two years); United Health Group (marketing representative); General Motors (employee of an affiliated dealership); Ford Motor (same); Amazon.com (delivery truck drivers alleged to be misclassified as independent contractors); Johnson & Johnson (operations supervisor employed by a staffing company); Prudential Financial (agent); Dow Chemical (maintenance worker hired by third party for Dow facility); New York Life Insurance (agent); American Airlines Group (skycap hired by aviation staffing company to serve American Airlines customers); Nationwide (agent); Allstate (agent); Nike (sales representative); and Northwestern Mutual (agent).

[6] The 15 companies involving executives with an arbitration clause are: Express Scripts, Alphabet, Microsoft, Phillips 66, Dell Technologies, Disney, Humana, Centene, Merck, Delta Air Lines, Honeywell International, Goldman Sachs Group, Exelon, Rite Aid, and Time Warner.

of these 65 companies with arbitration clauses, 37 of these clauses have class waivers (56.9% out of the 65).

B. Limited To The Narrowest Definition Of "Employee," Our Research Indicates That Half Of The *Fortune* 100 Companies Have Sought To Impose Arbitration On Their Employees

For an even more conservative snapshot of how many Fortune 100 companies use arbitration clauses in the workplace, one may eliminate both the "affiliated workers" with arbitration clauses and executives with arbitration clauses as mentioned above. Eliminating both affiliated workers and executives from the study results in a total of 30 companies with arbitration clauses being subtracted from the original group of 80, leaving 50 companies with arbitration clauses for workplace-related disputes.[7] Of these 50 companies, 29 (or 58%) have used arbitration clauses including class waivers.

V. Conclusion

Whether one uses a broad, inclusive definition of worker, or a more conservative view of worker (excluding affiliated workers, executives, or both), at least half (50%) to a significant majority (80%) of the top 100 companies in America have used arbitration agreements in connection with workplace-related disputes since 2010. Of these workplace-related arbitration agreements, almost half, or more, of these arbitration agreements contain class waivers.[8]

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[7] In footnotes 5 and 6 above, there are 14 companies with affiliated workers with arbitration clauses, and 15 companies with executives with arbitration clauses, and therefore, it would seem that one would exclude 29 companies from the group of 80 with arbitration agreements if one desires to exclude both affiliated workers and executives. However, the correct number to subtract from the 80 companies is 30. There is one company, Verizon, which has both an executive with an arbitration clause, as well as an affiliated worker with an arbitration clause. As a result, when excluding only affiliated workers from the broader group of 80 companies with arbitration clauses, Verizon was still listed as a company with an arbitration clause because there is a direct employee of Verizon, albeit an executive, with an arbitration clause. Similarly, and vice-versa, when excluding only executives with arbitration clauses from the broader group of 80 companies with arbitration clauses, Verizon is still listed as a company with an arbitration clause because Verizon still has an affiliated worker with an arbitration clause. From the group of 80 companies whose workers have arbitration clauses, when one subtracts both executives and affiliated workers from the analysis, there are 50 remaining companies in the study with arbitration clauses.

[8] Using a broad, inclusive concept of worker, there are 80 companies with arbitration agreements in this study, and 39 out of these 80 arbitration agreements, or 48.75% of 80, contain class waivers. When one excludes affiliated workers from the 80 companies with arbitration clauses, 32, or almost half, of the 66 remaining arbitration clauses contain class waivers (48.4% of the 66). When one excludes executives from the 80 companies, 37 of the remaining 65 companies with arbitration clauses use class waivers (56.9% out of the 65). Excluding both executives and affiliated workers from the group of 80 companies leaves 50 companies with arbitration agreements, and of these remaining 50 companies with arbitration agreements, 29 of the 50 (or 58% of the 50) have class waivers. Thus, regardless of how one construes the concept of worker, almost half of the arbitration clauses in this study, or more, contain explicit class waivers. Again, there is a possibility that all of these numbers may understate the number of companies with arbitration clauses or the percentage of clauses with class waivers because the study relies exclusively on publicly-available information.

In conclusion, it has become increasingly difficult for American workers to access the public justice system because arbitration clauses have permeated the majority of the leading companies in America. Because of forced arbitration, critical wage claims and civil rights claims—which can deeply impact vulnerable workers—may never be heard in a public, open court, where employee plaintiffs are guaranteed important procedural protections, such as broad discovery rights to collect evidence of wrongdoing, the ability to proceed as a class, the right to a jury of peers, and full appellate rights. To add insult to injury, a worker who has been wronged by his or her employer may feel doubly wronged by America's system of justice when a court refuses to hear the worker's pleas. The widespread use of forced arbitration threatens to undermine public confidence and trust in the American justice system.

America's arbitration laws were never intended to cover workplace disputes. The drafters of the Federal Arbitration Act in the 1920s wisely intended to exclude all employment disputes from arbitration, but the U.S. Supreme Court in recent decades has egregiously and repeatedly misconstrued this law.[9] It is hoped that this study can inform the decisions of judges, legislators, policymakers, academics, and others as they continue to study and consider the use of arbitration for workplace-related disputes.

If you have any questions regarding this report, please contact the author, Prof. Imre Szalai, at iszalai@loyno.edu, or reach out to the staff of The Employee Rights Advocacy Institute for Law & Policy at info@employeerightsadvocacy.org.

[9] *See generally* IMRE S. SZALAI, OUTSOURCING JUSTICE: THE RISE OF MODERN ARBITRATION LAWS IN AMERICA (2013) (exploring the history of the enactment of the Federal Arbitration Act through archival materials from the drafters of the statute and demonstrating that the drafters never intended the statute to cover employment disputes).

Appendix

This Appendix sets forth America's Top 100 companies for 2017 as published by *Fortune* magazine in three categories: 1) companies that have no publicly-available record of using arbitration clauses for workplace-related disputes; 2) companies that have a public record of an arbitration clause for workplace-related disputes, but which have no public record of having employed a class or collective action ban, and are, thus, "silent" as to class waivers; and 3) companies that have utilized workplace arbitration clauses with class and collective action bans.

Fortune 100 Companies Without a Reported Workplace Arbitration Clause

Apple	Marathon Petroleum
McKesson	Caterpillar
AmerisourceBergen	Liberty Mutual Insurance Group
Cardinal Health	Massachusetts Mutual Life Insurance
Walgreens Boots Alliance	TIAA
Boeing	Tyson Foods
Freddie Mac	United Continental Holdings
MetLife	Publix Super Markets
Archer Daniels Midland	CHS
United Technologies	3M

Fortune 100 Companies With a Workplace Arbitration Clause, But Silent on Class Waivers

Walmart	Quick v. Wal-Mart Stores, Inc., 2017 WL 2422928 (S.D. Tex. June 2, 2017)
Costco	https://www.costcobenefits.com/forms/TX%20Dispute%20Resolution%20Program.pdf
Express Scripts Holding	https://www.sec.gov/Archives/edgar/data/1532063/000119312514010193/d640232dex101.htm
Microsoft	https://www.sec.gov/Archives/edgar/data/789019/000119312513310206/d527745dex1019.htm
Anthem	Goldin v. Anthem Blue Cross, 2012 WL 12878730 (C.D. Cal. Nov. 29, 2012)
State Farm Insurance Cos.	Edens v. State Farm Mutual Automobile Insurance Company, 2010 WL 4233580 (N.D.Ga. Sept. 21, 2010) (motion to compel)
Phillips 66	https://www.sec.gov/Archives/edgar/data/1534701/000153470116000153/psx-2016630_ex101.htm
Proctor & Gamble	PROCTER & GAMBLE Co - FORM 10-Q - EX-10.1 - FORMS OF SEPARATION AGREEMENT & RELEASE - January 27, 2015, http://www.getfilings.com/sec-filings/150127/PROCTER-and-GAMBLE-Co_10-Q/q2-ond14exhibit10x1.htm

Valero Energy	Parrish v. Valero Retail Holdings, Inc., 727 F. Supp. 2d 1266 (D.N.M. 2010)
Target	Revilla v. Target Corp., Inc., 2014 WL 11484970 (N.D. Tex. Dec. 5, 2014)
Dell Technologies	Equallogic Inc. v. Shea, 2011 WL 12541806 (N.H.Super. Jan. 26, 2011)
PepsiCo	Watkins v. Rolling Frito-Lay Sales, LP, 2016 WL 4729608 (Tex.App.-Dallas Sept. 7, 2016)
UPS	Wall v. United Parcel Serv., Inc., 2013 WL 3835330 (N.J. Super. Ct. App. Div. July 26, 2013)
Intel	Reichner v. McAfee, Inc., 2012 WL 959365 (E.D. Pa. Mar. 21, 2012)
Prudential Financial	Prudential Ins. Co. of Am. v. Sandvold, 845 F. Supp. 2d 971 (D. Minn. 2012)
Albertsons Cos.	Albertson's Holdings, LLC v. Kay, 514 S.W.3d 878 (Tex. App. 2017)
Disney	https://www.sec.gov/Archives/edgar/data/933730/000111667908001227/ex10-1.htm
Humana	https://www.sec.gov/Archives/edgar/data/49071/000119312511296372/d250478dex101.htm
Lockheed Martin	Ernest v. Lockheed Martin Corp., 2010 WL 3516639 (D. Colo. Sept. 1, 2010)
FedEx	Walker v. FedEx Office & Print Servs., Inc., 123 A.3d 160 (D.C. 2015)
Cisco Systems	Hayden v. Cisco Sys., Inc., 2014 WL 4364900 (D. Conn. Sept. 2, 2014)
Dow Chemical	Lyddy v. Dow Chem. Co., 2010 WL 173643 (Mich. Ct. App. Jan. 19, 2010)
HCA Holdings	Rodgers-Glass v. Conroe Hosp. Corp., 2015 WL 4190598 (S.D. Tex. July 10, 2015)
Centene	Brown v. MHN Gov't Servs., Inc., 306 P.3d 948 (2013)
American Airlines Group	DiFiore v. Am. Airlines, Inc., 646 F.3d 81 (1st Cir. 2011)
Nationwide	Garbinski v. Nationwide Mut. Ins. Co., 2011 WL 3164057 (D. Conn. July 26, 2011)
Merck	https://www.sec.gov/Archives/edgar/data/912183/000119312514447759/d839956dex99e17.htm
Delta Air Lines	https://www.sec.gov/Archives/edgar/data/27904/000002790417000008/dal3312017ex103.htm
Honeywell International	https://www.sec.gov/Archives/edgar/data/773840/000093041316007513/c85452_ex99-1.htm
Energy Transfer Equity	Adams v. Energy Transfer Partners, 2017 WL 2349028 (S.D. Tex. Apr. 3, 2017)
Oracle	Oracle Corp. v. Wilson, 2017 WL 3634611 (S.D.N.Y. Aug. 22, 2017)

Allstate	Coomes v. Allstate Ins. Co., 2011 WL 4005325 (S.D. Ohio Aug. 9, 2011)
Nike	Gonzales v. Hurley International, LLC, No. 10-CV-01919 (D. Puerto Rico Dec. 21, 2010)
Exelon	Werner v. Constellation Energy Group, 2013 WL 169808 (S.D.Tex. Jan. 3, 2013)
Rite Aid	https://www.sec.gov/Archives/edgar/data/84129/000110465916088371/a15-24100_1ex10d2.htm
Gilead Sciences	Clark v. Schinazi, No. 5:09-cv-1789-SLB (N.D. Ala. Sept. 7, 2010)
Time Warner	https://www.sec.gov/Archives/edgar/data/1591517/000119312514031222/d627840dex105.htm
Northwestern Mutual	Landa v. Northwestern Mutual Investment Services, No. 3:16-cv-01538 (D. Conn. Nov. 18, 2016) (motion to compel arbitration)
Facebook	Duffy v. Facebook, Inc., 2017 WL 1739109 (N.D. Cal. May 4, 2017)
Wells Fargo	Casares v. Wells Fargo Bank, N.A., 2017 WL 3394481 (D.D.C. Aug. 7, 2017)
Bank of America	Harajli v. Bank of Am., N.A., 2014 WL 4965912 (E.D. Mich. Oct. 2, 2014)

***Fortune* 100 Companies With a Workplace Arbitration Clause Containing a Class Waiver**

Berkshire Hathaway	https://www.midamerican.com/ess/policies/hsoa/hsoa_hr_policy40.pdf
Exxon Mobil	James v. Turner Indus., 2014 WL 3726615 (M.D.La. June 30, 2014)
CVS Health	Elmore v. CVS Pharmacy, Inc., 2016 WL 6635625 (C.D. Cal. Nov. 9, 2016)
General Motors	Nelson v. Carl Black Chevrolet of Nashville, LLC, 2017 WL 3298327 (M.D. Tenn. Aug. 2, 2017)
AT&T	Karzon v. AT & T, Inc., 2014 WL 51331 (E.D. Mo. Jan. 7, 2014)
Ford Motor	Blair v. Sonic Automotive of Texas dba Lone Star Ford, 2010 WL 11474734 (Tex.Dist. Apr. 16, 2010)
Amazon.com	Rittmann v. Amazon.com, Inc., 2017 WL 881384 (W.D. Wash. Mar. 6, 2017)
General Electric	Sanchez v. Gen. Elec. Co., 2016 WL 3959161 (S.D. Tex. July 22, 2016)
Verizon	Russell v. Cellco Partnership, 2013 WL 7849530 (N.J.Super.L. Nov. 14, 2013); Newbanks v. Cellular Sales of Knoxville, Inc., 548 F. App'x 851 (4th Cir. 2013)

Kroger	Cruise v. Kroger Co., 183 Cal. Rptr. 3d 17 (Cal. Ct. App. 2015); Brown v. Ralphs Grocery Co., 2010 WL 8057918 (Cal.Superior Jan. 6, 2010)
Chevron	Kruzich v. Chevron Corp., 2011 WL 6012959 (N.D. Cal. Dec. 1, 2011)
Fannie Mae	Prowant v. Fed. Nat'l Mortg. Ass'n, 2017 WL 2378016 (N.D. Ga. May 31, 2017)
J.P. Morgan Chase	Ryan v. JPMorgan Chase & Co., 924 F. Supp. 2d 559 (S.D.N.Y. 2013)
Home Depot	Foshey v. Home Depot USA, Inc., 2013 WL 12210107 (D. Mass. Aug. 26, 2013); http://employee.interlinebrands.com/Media/Default/images/employee_handbook_rev_6-2015.pdf
Alphabet	Waymo LLC v. Uber Techs., Inc., 2017 WL 1957010 (N.D. Cal. May 11, 2017)
Citigroup	Jaludi v. Citigroup, 2016 WL 4528352 (M.D. Pa. Aug. 30, 2016); Raniere v. Citigroup Inc., 533 F. App'x 11 (2d Cir. 2013)
Comcast	Smith v. Comcast Cable Commc'ns Mgmt., LLC, 2016 WL 4480975 (S.D. Fla. Aug. 22, 2016); Garcia v. Comcast Cable Commc'ns Mgmt. LLC, 2017 WL 1210044 (N.D. Cal. Mar. 31, 2017)
IBM	White v. SoftLayer Techs., Inc., 2015 WL 5052365 (N.D. Tex. Aug. 27, 2015); http://www.onestopbrokers.com/2014/05/12/old-fired-at-ibm-trendsetter-offers-workers-arbitration/; https://www.dropbox.com/s/ry67yv8xu7o8b32/IBMdocs022016.pdf?dl=0
Johnson & Johnson	Noye v. Johnson & Johnson, 2016 WL 4678999 (M.D. Pa. Sept. 7, 2016)
Lowe's	Asfaw v. Lowe's HIW, Inc., 2014 WL 1928612 (C.D. Cal. May 13, 2014)
Aetna	Stover-Davis v. Aetna Life Ins. Co., 2016 WL 2756848 (E.D. Cal. May 12, 2016)
Sysco	Lenhardt v. Sysco Corp., 2017 WL 1162168 (D. Mont. Mar. 28, 2017)
Hewlett Packard Enterprise	Benedict v. Hewlett-Packard Co., 2016 WL 1213985 (N.D. Cal. Mar. 29, 2016)
HP	Forsyth v. HP Inc., 2016 WL 9113665 (N.D.Cal. Nov. 14, 2016)
Coca-Cola	Gragston v. Coca-Cola Refreshments, 2015 WL 4999260 (S.D. Ohio July 27, 2015)
New York Life Insurance	Gold v. New York Life Ins. Co., 2017 WL 3026906 (N.Y. App. Div. July 18, 2017)
Cigna	Karp v. CIGNA Healthcare, Inc., 882 F. Supp. 2d 199 (D. Mass. 2012)
Best Buy	Dugan v. Best Buy Co. Inc., 2017 WL 3442807 (N.J. Super. Ct. App. Div. Aug. 11, 2017)
Morgan Stanley	Grant v. Morgan Stanley Smith Barney LLC, 2017 WL 1044484 (S.D. Fla. Mar. 20, 2017)

Goldman Sachs Group	Jiampietro v. Goldman Sachs, 2016 WL 4539712 (Del.Ch. Aug. 25, 2016)
American Express	Maestre v. Am. Express Co., 2014 WL 12605504 (S.D. Fla. Nov. 18, 2014)
TJX	https://tjx.mycompliancemanager.com/documents/TJX_Your_Voice_New_Hire_Arbitration_Agreement.pdf
General Dynamics	Samaan v. Gen. Dynamics Land Sys., Inc., 2014 WL 4829536 (E.D. Mich. Sept. 29, 2014)
Charter Communications	Landry v. Time Warner Cable, Inc., 2017 WL 3431959 (D.N.H. Aug. 9, 2017)
Travelers Cos.	Hayes v. Travelers Indem. Co., 2012 WL 5285775 (E.D. Mo. Oct. 25, 2012)
Capital One Financial	Mills v. Capital One, N.A., 2015 WL 5730008 (S.D.N.Y. Sept. 30, 2015)
UnitedHealth Group	Hamoudeh v. Unitedhealth Grp. Inc., 2016 WL 2894870 (E.D.N.Y. May 17, 2016); Torres v. United Healthcare Servs., Inc., 920 F. Supp. 2d 368 (E.D.N.Y. 2013)
Pfizer	Pfizer, Inc., 07-CA-176035, 10–CA–175850 (Locke, ALJ) (Jan. 10, 2017)
AIG	Garcia-Clara v. AIG Ins. Co. Puerto Rico, 2016 WL 1261058 (D.P.R. Mar. 30, 2016)