

CALIFORNIA PRACTICE GUIDE ALTERNATIVE DISPUTE RESOLUTION 2025 UPDATE

The 2025 softbound Update completely replaces the 2024 Update.

These Highlights summarize the most significant developments over the past year. The paragraph numbers are keyed to the 2025 edition of the Practice Guide where the topics are discussed in greater detail. Our cut-off date for this Update was October 9, 2025. Some new cases cited were not final as of that date, so be sure to check the subsequent histories before citing or relying on them.

Thank you! A reminder that we welcome your comments and suggestions regarding this Practice Guide. If you see room for improvement, *please let us know!*

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2025 UPDATE HIGHLIGHTS

CHAPTER 1

STRATEGIC CONSIDERATIONS

ADR Options

[1:72.20] **“Collaborative law”:** This ADR method is designed to encourage attorneys and their clients to collaboratively find solutions to their disputes. The process was developed, and is still primarily used, in the family law setting (see Fam.C. §1213 (“Collaborative Family Law Act”). It is not currently used as commonly as mediation or arbitration in other civil cases, although it is potentially well-suited to those disputes involving parties with a continuing relationship. Attorneys are adapting the collaborative model to business and estate matters to minimize expense, business disruption and family estrangement. [*Mueller v. Mueller* (2024) 102 CA5th 593, 595, 321 CR3d 664, 665 (citing text)]

CHAPTER 3

MEDIATION AND OTHER NONADJUDICATORY METHODS

Selecting a Mediator

[3:75.4] **State Bar ADR Certification Efforts:** Bus. & Prof.C. §6173 requires the State Bar to create a program to certify ADR lawyer and non-lawyer ADR providers. The certification is aimed at ensuring that, at a minimum, arbitrators comply with the Ethics Standards for Neutral Arbitrators in Contractual Arbitration (CCP §1281.85) and mediators comply with the Rules of Conduct for Mediators in Court-Connected Mediation Programs for General Civil Cases (CRC 3.850-3.860). In addition, the firm, provider or practitioner must have procedures in place for persons to make complaints regarding the failure of an arbitrator or mediator to comply with those standards, and to remedy noncompliance. For mediators, the complaint procedures must be substantially similar to those specified in CRC 3.865 et seq. The State Bar is authorized to charge a fee for this certification. [See new Bus. & Prof.C. §6173]

To that end, the State Bar established an ADR Certification Working Group focused on developing recommendations to the Board of Trustees. The Working Group’s Baseline Mediator Subgroup has recommended minimum qualifications for certification based on if and when the mediator was trained (within 2 years of application; more than 2 years before application; or experienced but lacking formal training). In general, the Subgroup has recommended at least 40 hours of mediation training, 8 hours of continuing training, 5-6 qualifying mediations within 2-5 years of applying for certification, and at least 3 hours of peer feedback or reflective practice group sessions. In addition, the Subgroup is considering recertification based on 4 hours of continuing mediation training including 1 hour of ethics, 4 qualifying mediations, 12 hours of qualifying mediation-related activity, and 3 hours of peer feedback or reflective practice group sessions.

A qualifying mediation is one that includes at least 2 hours of mediator facilitation, allows communication with the mediator in real time (as opposed to asynchronous), and most controversially includes a joint session. The Subgroup has acknowledged that most commercial

mediations nowadays do not have a joint session.

Qualifying mediation-related activity is broadly defined and may include mediation, co-mediation, teaching or supervision of mediators, presentations about mediation, and reflective practice group participation exceeding the 3 hours required for peer feedback and reflective practice group activity.

The burden is on certified mediators to keep records of their trainings, sessions, and peer feedback and reflective practice group sessions (names, dates, and number of hours spent in each session).

For more information on the status of the State Bar's efforts to implement an ADR Certification Program, see <https://www.calbar.ca.gov/Portals/0/documents/cc/State-Bar-ADR-Certification-Program-FAQs.pdf>.

CHAPTER 5

CONTRACTUAL ARBITRATION

Clear Consent to Arbitrate Required

[5:8.4c] **No retroactive application of contract amendment adding arbitration provision:** Employer's unilateral amendment of ERISA Plan to add arbitration provision was insufficient to compel arbitration where ERISA participant did not consent but continued to participate in Plan. [*Platt v. Sodexo, S.A.* (9th Cir. 2025) 148 F4th 709, 716-719]

[5:8.7a] **Arbitration provisions in internet agreements:** Arbitration provisions in agreements found on websites are enforceable when there is actual or constructive notice of the agreement and assent to the terms. Online contracts, including browsewrap, clickwrap, scrollwrap, and sign-in wrap agreements, may be enforceable based on inquiry notice if the website provides reasonably conspicuous notice of the terms and the user takes some action to unambiguously manifest assent to the terms, such as clicking a button or checking a box. [*Chabolla v. ClassPass Inc.* (9th Cir. 2025) 129 F4th 1147, 1154-1155—user not bound by arbitration provision in sign-in wrap agreement where she did not assent on webpages where terms were present and other webpages contained link to terms but did not require user to read them before making purchase; see also *Cruz v. Tapestry, Inc.* (2025) 113 CA5th 943, —, 335 CR3d 906, 915-920—retailer's checkout page design did not put consumers on notice of sign-in wrap agreement with arbitration provision]

Statutory Requirements as to Form of Arbitration Clause

[5:17.2a] **Consumer contracts:** Dispute resolution terms of a consumer use agreement must be "limited to the use, payment, or provision of the good, service, money, or credit provided by that consumer use agreement." A waiver of this provision is void as contrary to public policy. [New Civ.C. §1670.15]

Arbitrator Selection

[5:25] **Impartiality required:** Coaches' discrimination claims not subject to arbitration where arbitration agreement required claims to

be submitted to unilateral substantive and procedural discretion of NFL Commissioner and thus failed to provide independent arbitral forum for dispute resolution. [*Flores v. New York Football Giants, Inc.* (2nd Cir. 2025) 150 F4th 172, 176]

Federal Preemption of Conflicting State Law

[5:49.4h] **FAA does not preempt judicial determination of PAGA representative action:** See *Huff v. Interior Specialists, Inc.* (2024) 107 CA5th 970, 982-983, 328 CR3d 612, 621-622 (reversing dismissal of nonindividual PAGA claims; plaintiff did not lose standing to pursue nonindividual PAGA claims after individual claims were ordered to arbitration).

Caution: The California Supreme Court has granted review in two cases to determine whether every PAGA action necessarily includes both individual and non-individual PAGA claims, regardless of whether the complaint specifically alleges individual claims, and whether a plaintiff can choose to bring only a non-individual PAGA action (see *Leeper v. Shipt, Inc.* (2025) 107 CA5th 1001, 328 CR3d 632, rev.grntd. 4/16/25 (Case No. S289305) (cited pursuant to CRC 8.1115(e))—every PAGA action necessarily includes individual PAGA claim; *Rodriguez v. Packers Sanitation Services LTD., LLC* (2025) 109 CA5th 69, 330 CR3d 256, rev.grntd. 5/14/25 (Case No. S290182) (cited pursuant to CRC 8.1115(e))—every PAGA action does not necessarily include individual PAGA claim, disagreeing with *Leeper*).

Underlying Federal Claim as Basis for Jurisdiction

[5:62.7b] **“Look though” approach does not apply to petition to confirm award:** The “look through” approach under *Vaden v. Discover Bank* (2009) 556 US 49, does not apply to petitions to confirm an arbitration award; thus the facts establishing the amount in controversy must be present on the face of the petition. [*Tesla Motors, Inc. v. Balan* (9th Cir. 2025) 134 F4th 558, 561—district court lacked diversity jurisdiction over petition to confirm zero-dollar award]

Arbitration Barred by Law for Certain Claims

[5:76.31] **Sexual assault/harassment claims:** See *Cornelius v. CVS Pharmacy Inc.* (3rd Cir. 2025) 133 F4th 240, 246—EFAA (Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021) did not shield employee’s discrimination claims from arbitration where claims accrued before effective date of statute; *Casey v. Sup.Ct. (D.R. Horton, Inc.)* 108 CA5th 575, 580, 583-584, 588, 329 CR3d 518, 522, 524-525, 528—EFAA applies to a “case,” thus arbitration agreement unenforceable as to all claims where one claim fell within scope of EFAA; parties could not contract around application of federal law by choice of law provision specifying CA law governed, where parties’ transaction had sufficient nexus to interstate commerce for EFAA to apply.

Defenses to Enforcement—Lack of Agreement

[5:78.6] **Illusory provision unenforceable:** Arbitration agreement allowing credit card company to change any term of agreement in its sole discretion was so one-sided and vague under Maryland law, as to render agreement illusory. [*Johnson v. Continental Finance Co., LLC* (4th Cir. 2025) 131 F4th 169, 179]

Questions of Arbitrability Delegated to Arbitrator

[5:111.42, 5:214.4b] **Delegation clause must refer to arbitration agreement:** See *Modern Perfection, LLC v. Bank of America, N.A.* (4th Cir. 2025) 126 F4th 235, 241—arbitration provision of bank deposit agreements contained enforceable delegation clause authorizing arbitrator to address threshold issues of arbitrability.

Unconscionability

[5:150.5p, 5:164.20a] **Unaffordable arbitration cost provision:** See *Sanchez v. Sup.Ct. (Consumer Defense Legal Group)* (2025) 108 CA5th 615, 628, 329 CR3d 405, 416—arbitration agreement was substantively unconscionable where high arbitral fees without fee waiver option effectively deprived indigent claimant of forum to resolve claims.

[5:151] **Designated arbitrator allied with party:** See *Flores v. New York Football Giants, Inc.* (2nd Cir. 2025) 150 F4th 172, 182—arbitration agreement unenforceable where football coach was obligated to submit claims to unilateral substantive and procedural discretion of the NFL Commissioner, who was principal executive of adverse party.

[5:155.2d, 5:155.2m, 5:155.2o] **One-sided discovery provisions; time limit for demanding arbitration:** See *Jenkins v. Dermatology Mgmt., LLC* (2024) 107 CA5th 633, 645-647, 328 CR3d 402, 413-415—discovery provision was unconscionable where parties were limited to one deposition of an individual and any designated expert plus additional limited discovery upon showing of substantial need; designation of AAA Rules in contract did not salvage restrictive discovery provision that failed to provide employees with adequate discovery to arbitrate claims; one-year contractual limitations period was unconscionable where only claim was UCL claim with 4-year statute of limitations.

[5:155.2e] **Where discovery limits in arbitration agreement applied equally:** See *Vo v. Technology Credit Union* (2025) 108 CA5th 632, 645-648, 329 CR3d 435, 446-449—arbitration agreement not unconscionable where employee claimed agreement's failure to incorporate California Discovery Act deprived him of third party discovery since incorporation of JAMS rules permitted arbitrator to allow for third party discovery.

[5:150.2b, 5:155.2n] **Unfair arbitration rules:** In ticket purchasers' putative class action against concert promoter and ticket seller, the one-sided arbitration agreement requiring claimants to arbitrate under vague, unfair arbitration rules was unconscionable. The rules provided that the arbitrator would unilaterally batch similar cases together to be decided by a single arbitrator. Certain "bellwether" cases would be chosen as precedent on common issues in the batched cases as well as later-filed cases. Despite bellwether cases being precedent, the arbitration hearing was confidential, thus other claimants were unaware of the precedential decisions until they were invoked against them. All plaintiffs grouped with bellwether plaintiffs were required to participate in a single settlement conference. The rules were so harsh and one-sided that they overtly favored defendants and were thus unconscionable. [*Heckman v. Live Nation Entertainment, Inc.* (9th Cir. 2024) 120 F4th 670, 678-679, 688]

[5:155.37] **Severance of unconscionable terms:** An arbitration agreement and employment agreement were entered into on the same day. They were read together (Civ.C. §1642) and where employment agreement contained substantively unconscionable terms, the arbitration agreement was found to be unconscionable and unenforceable. The court refused to sever the substantively unconscionable terms in the employment agreement because when the agreements were read together, the entire arbitration framework was unconscionable. [*Silva v. Cross Country Healthcare, Inc.* (2025) 111 CA5th 1311, 1330-1332, 334 CR3d 74, 91-93]

Waiver

[5:177] **Waiver by delay in demanding arbitration:** Trial court had granted employer's motion to compel based on arbitration agreements that employees had signed. Neither party initiated the arbitration process within the time period specified in the court order, thus the trial court lifted the stay pursuant to employees' request and found employer had waived its right to arbitration. However, the agreement required *employees* to start the arbitration process. Therefore, employer did not waive its right to arbitration. [*Arzate v. ACE American Ins. Co.* (2025) 108 CA5th 1191, 1198-1200, 329 CR3d 828, 833-834]

[5:179.2] **Waiver by litigation—knowledge of right to arbitration:** See *In re Chrysler Pacifica Fire Recall Products Liability Litig.* (6th Cir. 2025) 143 F4th 718, 725—moving party did not waive right to arbitration by making motion to dismiss where it was unaware of right to arbitrate at time of motion; compare *Doyle v. UBS Fin'l Services, Inc.* (2nd Cir. 2025) 144 F4th 122, 131—defendants' conduct was inconsistent with right to arbitrate where they sought affirmative, dispositive relief from court via motion to dismiss.

[5:188] **Waiver by litigation—showing of prejudice not required:** Plaintiffs' litigation conduct over four months, including seeking injunctive relief and a jury trial, opposing a demurrer and propounding over 700 discovery requests, constituted a waiver of the right to arbitrate. Under the *Quach* test, such conduct was clear and convincing evidence of plaintiffs' relinquishment of their right to arbitrate, and a showing of prejudice was not required. [*Hofer v. Boladian* (2025) 111 CA5th 1, 12-13, 332 CR3d 506, 517-518]

[5:204.3] **Caution re drafting party's failure to timely pay fees and costs in consumer or employment arbitration:** The agreement must be a *predispute* arbitration agreement. CCP §1280(e) does not apply to a stipulation to arbitrate a dispute that already exists. [*Trujillo v. J-M Manufacturing Co., Inc.* (2025) 107 CA5th 56, 69-70, 328 CR3d 1, 10-11 (overruled in part on other grounds by *Hohenshelt v. Sup.Ct. (Golden State Foods Corp.)* (2025) 18 C5th 310, 349, 335 CR3d 532, 560)]

[5:204.5a] **Timeliness of payment in consumer or employment arbitration:** The agreement's drafter has 30 days to pay certain fees and costs. [CCP §§1281.97(a)(1), 1281.98(a)(1)]

However, the drafter's failure to timely pay fees can be excused under general contract principles. The 30-day deadline must be construed in harmony with longstanding contract principles, that nonper-

formance can be excused in “circumstances not involving willful, fraudulent, or grossly negligent conduct.” Given the Legislature was concerned with willful nonpayment of fees preventing arbitration of claims, the parties retain the right to arbitration where nonpayment “results from a good faith mistake, inadvertence, or other excusable neglect.” [*Hohenshelt v. Sup.Ct. (Golden State Foods Corp.)* (2025) 18 C5th 310, 335-341, 335 CR3d 532, 548-553 (disapproving line of cases requiring strict compliance with 30-day deadline)]

Comment: The California Supreme Court in *Hohenshelt* held that CCP §1281.98 (related to payment of fees to *continue* an arbitration, see ¶5:204.7) was not preempted by the FAA and must be read in conjunction with general contract principles so that a delay in payment could be excused. However, it is possible courts may apply the same principles to late payment under CCP §1281.97 (regarding payment to *initiate* arbitration).

[5:204.8] **Attorney fees and costs where consumer or employee withdraws from arbitration:** See *Wilson v. TAP Worldwide, LLC* (2025) __ CA5th __, __, __ CR3d __, __ (2025 WL 2802617, *8) (reversing trial court’s award of attorney fees where untimely payment was not willful, grossly negligent, or fraudulent, following *Hohenshelt*)

Arbitrability of Claims Determined by Court, Not Arbitrator

[5:218.6] **Arbitration agreement read as a whole:** Plaintiffs filed putative antitrust class action against food delivery platforms, alleging they fixed restaurant prices by entering into agreements with restaurants not to charge lower prices “off-platform.” Plaintiffs’ antitrust claims were unrelated to their individualized use of the Grubhub platform and outside of the scope of the arbitration provision in the terms of use. Thus, district court, not arbitrator, should adjudicate the merits of their claims. [*Davitashvili v. Grubhub Inc.* (2nd Cir. 2025) 131 F4th 109, 115, 119-120]

Arbitrable Claims under Federal Statutes

[5:244.4a] **Claims under Servicemembers Civil Relief Act (SCRA, 50 USC §3901 et seq.):** See *Espin v. Citibank, N.A.* (4th Cir. 2025) 126 F4th 1010, 1017-1019—Congress did not intend to prohibit arbitration based on legislative history of SCRA, but case remanded to determine application of Military Lending Act, in which Congress did clearly override enforcement of arbitration agreements (10 USC §987(f)(4)).

[5:245.1i] **Whistleblower provision of Sarbanes-Oxley Act (18 USC §1514A):** See *Hansen v. Musk* (9th Cir. 2024) 122 F4th 1162, 1172-1174—arbitrator’s decision on non-SOX claims had preclusive effect over SOX claim that was not arbitrated; arbitrator resolved Dodd-Frank claim that had similar elements to SOX claim.

Arbitration By and Against Nonsignatories

[5:266.6b] **Nonsignatories bound by agent:** Friends joined ticket buyer as his guests at a football game; they were injured and sued the team who issued the tickets. The team moved to compel arbitration against friends based on purchaser’s agreement to an arbitration clause when purchasing the tickets. Friends were bound by arbitration agreement because purchaser had apparent authority to act on their behalf. [*Naimoli v. Pro-Football, Inc.* (4th Cir. 2024) 120 F4th 380, 387-388]

[5:266.14] **Direct benefits estoppel:** See *Cure & Associates, P.C. v. LPL Financial LLC* (5th Cir. 2024) 118 F4th 663, 670-671—nonsignatory plaintiffs solely controlled by signatory plaintiff and receiving direct benefits from signatory’s contracts were estopped from avoiding arbitration clauses in contracts.

[5:266.15] **Party required to arbitrate with nonparty:** See *Gonzalez v. Nowhere Beverly Hills LLC* (2024) 107 CA5th 111, 121-122, 327 CR3d 815, 822—nonsignatories to employment agreement could enforce arbitration clause against employee under equitable estoppel doctrine because employee’s claims against them were “intimately founded in and intertwined with” employment agreement; compare *Lubin v. Starbucks Corp.* (11th Cir. 2024) 122 F4th 1314, 1321—spouse of Starbucks employee not compelled to arbitrate Starbucks’s failure to provide COBRA notice since duty to give notice did not arise out of employment contract.

[5:266.20] **Application—auto manufacturers:** Where automobile buyers sued auto manufacturer for alleged safety defects in the vehicles, manufacturer sought to compel arbitration based on an arbitration provision in the sales agreements between the buyers and auto dealers. The claims were not intimately founded in and intertwined with the contracts, thus equitable estoppel was inapplicable to allow the non-signatory manufacturer to compel arbitration of the claims. [*Ford Motor Warranty Cases* (2025) 17 C5th 1122, 1133-1138, 333 CR3d 897, 905-910; see also *Ballesteros v. Ford Motor Co.* (2025) 109 CA5th 1196, 1207-1209, 331 CR3d 232, 239-241, rev.grntd. 6/11/25 (Case No. S290724) (cited pursuant to CRC 8.1115(e))]

[5:272] **Agents of party—health care (Probate Code §4600 et seq.):** See *Lombardo v. Gramercy Court* (2024) 107 CA5th 1028, 1034-1037, 328 CR3d 449, 454-456—durable power of attorney did not give nursing facility resident’s daughter actual or ostensible authority to enter into arbitration agreement.

[5:275.3] **Third party beneficiaries—contract must be for third party’s benefit:** Foreign au pairs filed putative class action for wage and hour claims against placement company that matched them with host families. Defendant could not compel arbitration based on agreements plaintiffs signed with third party recruiting company because defendant was not a third-party beneficiary of those agreements. Defendant was not entitled to enforce the delegation provision giving arbitrator power to determine arbitrability. [*Morales-Posada v. Cultural Care, Inc.* (1st Cir. 2025) 141 F4th 301, 309, 311]

[5:277.4] **Qui tam actions:** See *Consumer Advocacy Group, Inc. v. Walmart, Inc.* (2025) 112 CA5th 679, 693, 334 CR3d 568, 579—arbitration agreement unenforceable in Prop 65 quim tam action.

[5:278] **Spouse, children or heirs of medical malpractice claimant:** Under *Ruiz v. Podolsky* (2010) 50 C4th 838, 114 CR3d 263, wrongful death claims relating to medical malpractice as defined by MICRA are subject to arbitration, but not claims related to health care facility’s neglect of decedent’s welfare and safety needs. [*Holland v. Silverscreen Healthcare, Inc.* (2025) 18 C5th 364, 370, 335 CR3d 572, 576]

Procedures to Enforce Arbitration

[5:307] **Caution re declarations:** Where the motion or petition to compel is based on materials outside of the complaint and veer into summary judgment territory, the court may allow appropriate discovery in connection with the consideration of relevant evidence. [*Cornelius v. CVS Pharmacy, Inc.* (3rd Cir. 2025) 133 F4th 240, 249; *Guidotti v. Legal Helpers Debt Resolution, L.L.C.* (3rd Cir. 2013) 716 F3d 764, 776; compare *Young v. Experian Information Solutions, Inc.* (3rd Cir. 2024) 119 F4th 314, 322—discovery not warranted]

[5:308] **Arbitration agreement to be attached to petition to compel:** See *Brockman v. Kaiser Found. Hosps.* (2025) 114 CA5th 569, —, — CR3d —, — (2025 WL 2701643, *9-10).

[5:335.9] **Motion for reconsideration of order compelling or denying arbitration—federal law:** Plaintiff filed a federal age discrimination lawsuit against his former employer. He later submitted his claims for arbitration and voluntarily dismissed his federal lawsuit without prejudice under FRCP 41(a). After losing at arbitration, he sought to reopen his original case and vacate the arbitration award pursuant to FRCP 60(b), which permits relief from a “final judgment, order, or proceeding.” A case voluntarily dismissed without prejudice under FRCP 41(a) counts as a “final proceeding” under FRCP 60(b) and thus a court may reopen the case where the requirements of FRCP 60(b) are met. [*Waetzig v. Halliburton Energy Services, Inc.* (2025) 604 US 305, 319, 145 S.Ct. 690, 700]

Class Actions

[5:362.10] **Who decides whether arbitration clause permits consolidation:** Where the arbitration provider rules require the arbitrator to determine if consolidation is permissible, courts will not interfere. The courts’ role is limited to determining “gateway questions of arbitrability” regarding the validity of an arbitration agreement, but not to “second-guess an independent arbitration provider’s application of its own rule” that is “incorporated into the parties’ agreement.” [*Jones v. Starz Entertainment, LLC* (9th Cir. 2025) 129 F4th 1176, 1184-1185—claimant could not compel individual arbitration after agreeing to arbitrate according to JAMS rules, where JAMS followed its rules by consolidating 7,300 separate matters filed by the same law firm against streaming services company]

Discovery

[5:386.6] **PRACTICE POINTER:** Note the interplay between CCP §1283.05 and provider rules. Although CCP §1283.05 permits discovery in arbitrations, the parties may agree to arbitrate according to rules that effectively limit the scope of that discovery. For example, where parties agree on application of the JAMS Comprehensive Arbitration Rules and Procedures, Rule 17(b) would limit depositions to one per side plus what the arbitrator may allow in his or her discretion, and that would limit the effect of CCP §1283.05.

Challenging and Enforcing Arbitrator’s Award in Court

[5:455.8] **Opposition to award requires proper grounds:** See *Plantations at Haywood 1, LLC v. Plantations at Haywood, LLC* (2025)

108 CA5th 803, 813-816, 329 CR3d 751, 758-761—CCP §128.7 sanctions imposed against counsel who filed frivolous opposition to motion to confirm arbitration award; counsel’s meritless appeal warranted further sanctions.

[5:466.6] **Vacatur for arbitrator “dispenses own brand of industrial justice”:** See *Zeidman v. Lindell Mgmt. LLC* (8th Cir. 2025) 145 F4th 820, 827—vacatur appropriate where arbitration panel exceeded authority by identifying applicable law and then ignoring it.

[5:473] **Vacatur for decision beyond issues submitted:** See *Nalco Co. LLC v. Bonday* (11th Cir. 2025) 142 F4th 1336, 1340 (affirming vacatur where arbitrator exceeded her powers by awarding relief on ERISA discrimination claim that was not submitted for arbitration).

[5:541.1] **Appellate review—finality requirement:** See *Ortiz v. Elmcrest Care Ctr., LLC* (2024) 106 CA5th 594, 616, 327 CR3d 86, 103-104—trial court had no jurisdiction to confirm interim award that did not resolve all issues; remanded to trial court to confirm later final award.

[5:550.6] **Collateral estoppel effect of arbitration award—bankruptcy issues:** See *In re Clem* (5th Cir. 2024) 124 F4th 341, 350-351—claimants barred from relitigating fraud issues previously adjudicated in arbitration.