

View From the Top: U.S. Supreme Court Update

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MUNSCH HARDT KOPF & HARR, P.C.

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Introduction

- Seven significant L&E-related decisions by SCOTUS in 2013
- Most are pro-employer
- Six more L&E-related decisions slated for 2014

2013 L&E Decisions by SCOTUS



Vance v. Ball State University

- African American woman complained of harassment by fellow BSU employee, a white woman.
- Issue: Was the alleged harasser a "supervisor" under Title VII?
- **Holding: Supervisor = empowered by employer to take "tangible employment actions" against P**



UT Sw. Medical Ctr. v. Nassar

- Middle Eastern physician sued UT Southwestern for religious/racial discrimination and retaliation.
- Issue: What is the proper causation standard for a Title VII retaliation claim?
- **Holding: Proper standard = but-for causation**



Genesis Healthcare v. Symczyk



- Full offer of judgment made to P (putative class rep) under FRCP 68; P didn't respond. District court found that offer of judgment mooted lawsuit and dismissed.
- **Holding: FLSA collective action not justiciable if putative class rep's claim becomes moot.**

US Airways v. McCutchen

- Employer's ERISA plan paid ~\$67,000 in medical expenses for P arising out of car accident. When P recovered \$ in lawsuit, employer demanded reimbursement based on plan terms.
- Issue: Can P use equitable defenses in this scenario?
- **Holding: Equitable defenses can't override express plan terms, but can be used to fill gaps in plan.**



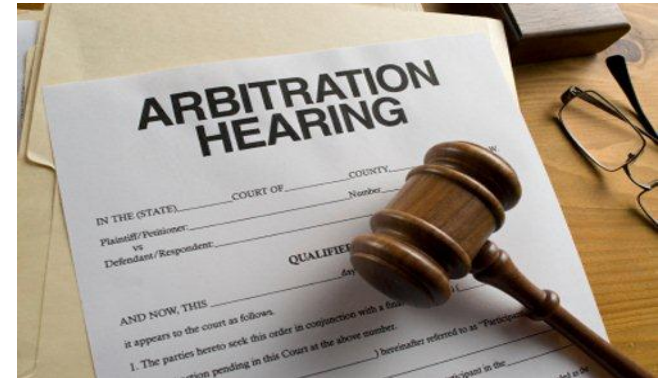
American Express v. Italian Colors



- In class action case, AmEx moved to compel individual arbitration per contracts with Ps. Ps argued that cost of expert analysis would far exceed max recovery for each P.
- **Holding: Contractual waiver of class arbitration is enforceable even if it would be economically infeasible to prove individual claims on their own.**

Oxford Health Plans v. Sutter

- Arbitrator found that parties' agreement authorized class arbitration. D sought to vacate on ground that arbitrator had exceeded his powers.
- **Holding:** The Q is whether arbitrator interpreted the contract, not whether he got its meaning right or wrong. Here, arbitrator did not act outside the scope of his contractually delegated authority.



Heimeshoff v. Hartford Life



- P's suit for disability benefits under an ERISA plan was dismissed as untimely because it was filed outside the plan's 3-year limitations period. P appealed, attacking the validity of the plan's limitations period.
- **Holding: Absent a controlling statute to the contrary, participant and plan may agree by contract to a particular limitations period.**

L&E Decisions on SCOTUS' 2014 Docket



L&E Cases Pending Before SCOTUS



Sandifer v. U.S. Steel Corp.

- Does the meaning of "clothes" under Section 3(o) of the FLSA include safety gear?

L&E Cases Pending Before SCOTUS

Lawson v. FMR, LLC

- What are the limits of Sarbanes-Oxley's whistleblower protection?



L&E Cases Pending Before SCOTUS



NLRB v. Noel Canning

- The President's recess appointments to the NLRB – constitutional or unconstitutional?

L&E Cases Pending Before SCOTUS

US v. Quality Stores

- Is a severance agreement following an involuntary termination taxable under FICA?



L&E Cases Pending Before SCOTUS



Sebelius v. Hobby Lobby Stores / Conestoga Wood Stores v. Sebelius

- Does the Affordable Care Act's contraception mandate violate religious freedoms?

L&E Cases Pending Before SCOTUS

Fifth Third Bancorp v. Dudenhoefer

- What are the pleading requirements in employee pension fund stock-drop cases?



L&E Cases Pending Before SCOTUS

UNITE HERE Local 355 v. Mulhall

- Issue was whether a neutrality agreement could constitute a "thing of value" prohibited by Section 302 of the NLRA.
- Dismissed as improvidently granted on 12/10/13.

Thank You!

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