SUPREME COURT OF TEXAS

Saleh W. Igal v. Brightstar Information Technology Group, Inc. and BRBA, Inc.

250 S.W.3d 78 (Tex. 2008) · No. 04-0931 · Decided December 7, 2007

SUMMARY

The Texas Supreme Court considered whether dismissal of an untimely wage claim under the Texas Payday Law barred a later breach-of-contract action. The dissent argued that the Texas Workforce Commission's 180-day filing requirement was mandatory but nonjurisdictional and that dismissal for untimeliness did not constitute a merits judgment precluding the contract suit. The opinion was issued per curiam, with Justice Brister dissenting and joined by Chief Justice Jefferson and Justices O'Neill and Medina.

CASE DETAILS

COURT	Supreme Court of Texas
WRITING FOR THE COURT	Justice Scott Brister; Chief Justice Jefferson; Justice O'Neill; Justice Medina; Justice Brister
JURISDICTION	Texas
DECIDED	December 7, 2007
DOCKET	04-0931
DISPOSITION	other
PROCEDURAL POSTURE	Petition for review from the Court of Appeals for the Eleventh District of Texas concerning whether dismissal of an untimely Texas Payday Law claim by the Texas Workforce Commission precluded a later breach-of-contract action in court.
PRECEDENTIAL VALUE	Published dissenting opinion; the dissenting reasoning is not binding.
PARTIES	Saleh W. Igal v. Brightstar Information Technology Group, Inc., BRBA, Inc.

TOPICS

wage and hour · employment law · civil procedure · administrative law · statutory interpretation

PRACTICE AREAS

employment law | wage and hour | civil procedure | administrative law | contracts

QUESTIONS PRESENTED

1. Whether a Texas Workforce Commission dismissal of a Payday Law claim as untimely operates as a judgment on the merits for res judicata purposes.
2. Whether that administrative dismissal precludes a later, timely common-law breach-of-contract action arising from the same alleged unpaid wages.
3. Whether the Texas Payday Law's 180-day filing requirement is mandatory but nonjurisdictional.

HOLDINGS

1. The dissent would hold that the Commission's dismissal for untimeliness was procedural, not a judgment on the merits, and therefore did not preclude Igal's timely common-law breach-of-contract claim.
2. The dissent agreed that the Payday Law's 180-day filing requirement is mandatory but not jurisdictional.

KEY QUOTATIONS

> *"Dismissal based on the limitations period established by the law that governs the claim is a judgment on the merits that precludes application of a different limitations period by another court. Dismissal based on application of the forum's own shorter period for purposes of protecting the forum is not a judgment on the merits and does not preclude an action on the same claim in a court that would apply a longer limitations period."*

> *"The Commission properly dismissed Igal's Payday claim as late, but that does not preclude his common law claim which was filed on time."*

FACTUAL BACKGROUND

Igal's employment contract apparently provided extended payments if he was terminated without cause, but not if his employment ended through notice of nonrenewal. He pursued an administrative wage claim under the Texas Payday Law, but the claim was filed outside the statute's 180-day period. The Texas Workforce Commission dismissed the administrative claim as untimely, and Igal later pursued a breach-of-contract claim in court within four years.

PROCEDURAL HISTORY

Igal filed a wage claim with the Texas Workforce Commission under the Payday Law more than 180 days after the wages became due. The Commission dismissed the Payday claim as untimely after considering the contract provisions relevant to timeliness. Igal then filed a common-law breach-of-contract action within the applicable four-year limitations period. The majority held that the Commission's dismissal precluded the subsequent court action; Justice Brister dissented, arguing that the dismissal was procedural and did not adjudicate the merits of the contract claim.

DISPOSITION

other

CASES CITED

- Citizens Ins. Co. of Am. v. Daccach, 217 S.W.3d 430, 449 (Tex. 2007)
- Amstadt v. U.S. Brass Corp., 919 S.W.2d 644, 652 (Tex. 1996)
- Reinke v. Boden, 45 F.3d 166, 173 (7th Cir. 1995)
- Henson v. Columbus Bank, 651 F.2d 320, 325 (5th Cir. 1981)
- Jimenez v. Toledo, 576 F.2d 402, 404 (1st Cir. 1978)
- Sack v. Low, 478 F.2d 360, 363 (2d Cir. 1973)
- Titus v. Wells Fargo Bank & Union Trust, 134 F.2d 223, 224 (5th Cir. 1943)
- Stokke v. S. Pac. Co., 169 F.2d 42, 43 (10th Cir. 1948)
- United States v. Lyman, 125 F.2d 67, 70 (1st Cir. 1942)
- Warner v. Buffalo Drydock Co., 67 F.2d 540, 541 (2d Cir. 1933)
- Harris County v. Sykes, 136 S.W.3d 635, 639 (Tex. 2004)
- Via Net v. TIG Ins. Co., 211 S.W.3d 310, 312 (Tex. 2006) (per curiam)

INSTRUCTIONS FOR AN AI ASSISTANT