

UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

Brooks v. Cintas Corp.

91 F. App'x 917 (5th Cir. 2004) · No. 03-20719 · Decided January 12, 2004

SUMMARY

The Fifth Circuit affirmed orders compelling arbitration and denying reconsideration of an arbitration award in Nicholas Brooks’s Title VII race-discrimination and retaliation action against Cintas Corporation. The court held that Brooks’s alleged failure by Cintas to confer or mediate did not waive the arbitration provision and that the arbitrator’s credibility determinations did not establish partiality, corruption, or another permissible basis for vacatur. The opinion is unpublished and nonprecedential under Fifth Circuit Rule 47.5, subject to limited exceptions.

CASE DETAILS

COURT	United States Court of Appeals for the Fifth Circuit
WRITING FOR THE COURT	Per curiam; Jones; Benavides; Clement
JURISDICTION	Federal
DECIDED	January 12, 2004
DOCKET	03-20719
DISPOSITION	affirmed
PROCEDURAL POSTURE	Brooks appealed the district court's order compelling arbitration and staying and administratively closing his Title VII discrimination and retaliation action, as well as its denial of his motion to reconsider the arbitrator's award of no damages.
STANDARD OF REVIEW	The decision to compel arbitration and the decision to vacate or confirm an arbitration award are reviewed de novo. Judicial review of an arbitration award is extraordinarily narrow; legal or factual error alone is insufficient to vacate an award.
PRECEDENTIAL VALUE	Unpublished and nonprecedential under 5th Cir. R. 47.5, except under the limited circumstances specified by that rule.
PARTIES	Nicholas D. Brooks v. Cintas Corporation

TOPICS

- employment arbitration
- employment discrimination
- title vii
- standard of review
- appellate procedure

PRACTICE AREAS

employment law

employment arbitration

employment discrimination

civil rights

appellate procedure

QUESTIONS PRESENTED

1. Whether the district court properly compelled arbitration despite Cintas's alleged refusal to confer or participate in mediation.
2. Whether the arbitrator's alleged failure to credit Brooks's evidence demonstrated partiality or another legally sufficient basis to vacate the arbitration award.
3. Whether the district court properly denied Brooks's motion to reopen the administratively closed case and reconsider the arbitration award.

HOLDINGS

1. The district court properly compelled arbitration because Brooks conceded that he agreed to arbitrate the dispute, and Cintas's alleged refusal to confer or mediate was at most a breach of the employment agreement that did not constitute an external legal constraint barring arbitration.
2. The district court properly refused to vacate or reconsider the arbitration award because Brooks failed to show arbitrator partiality or corruption, and an arbitrator's decision not to credit evidence is not independently reviewable.

KEY QUOTATIONS

“Review of an arbitration award is “extraordinarily narrow.”” (at 4)

“A court may not reverse based solely on legal or factual error.” (at 4)

“His decision not to credit that evidence is not reviewable.” (at 4)

FACTUAL BACKGROUND

Cintas hired Brooks in 1995 and promoted him in 2001 to Service Sales Representative. After management discovered that Brooks had charged a customer for undelivered goods and services and had obtained unauthorized invoice signatures, Brooks complained that he had been denied a commission given to a white employee. Cintas terminated him two days later, and an arbitrator determined that the termination resulted from poor service and improper invoicing rather than racial motivation.

PROCEDURAL HISTORY

Brooks sued Cintas in the United States District Court for the Southern District of Texas, alleging race discrimination and retaliation under Title VII. The district court compelled arbitration, stayed and administratively closed the case, and later denied Brooks's motion to reopen the case and reconsider the arbitrator's no-damages award. The Fifth Circuit affirmed.

DISPOSITION

affirmed

CASES CITED

- American Heritage Life Insurance Co. v. Orr, 294 F.3d 702, 707-08 (5th Cir. 2002)
- Catholic Diocese of Brownsville v. A.G. Edwards & Sons, Inc., 919 F.2d 1054, 1056 (5th Cir. 1990)
- Prestige Ford v. Ford Dealer Computer Services, Inc., 324 F.3d 391, 393 (5th Cir. 2003)
- OPE International LP v. Chet Morrison Contractors, Inc., 258 F.3d 443, 445 (5th Cir. 2001)
- Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614, 628 (1985)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24-25 (1983)
- Gateway Technologies, Inc. v. MCI Telecommunications Corp., 64 F.3d 993, 996 (5th Cir. 1995)
- United Paperworkers International Union, AFL-CIO v. Misco, Inc., 484 U.S. 29, 38 (1987)
- Prestige Ford v. Ford Dealer Computer Services, Inc., 324 F.3d 391, 395 (5th Cir. 2003)
- Harris v. Parker College of Chiropractic, 286 F.3d 790, 792 (5th Cir. 2002)