

SUPREME COURT OF TEXAS

In re Macy's Texas, Inc.

291 S.W.3d 418 (Tex. 2009) · No. No. 08-0584 · Decided June 26, 2009

SUMMARY

The Supreme Court of Texas conditionally granted mandamus relief and directed the trial court to compel arbitration of an employee's workplace-injury claims. The court held that the employee could not avoid arbitration by disputing her employer's precise corporate name where the arbitration plan defined the company as her particular employer and the evidence showed she agreed to arbitrate with that employer.

CASE DETAILS

COURT	Supreme Court of Texas
WRITING FOR THE COURT	Per Curiam
JURISDICTION	Texas
DECIDED	June 26, 2009
DOCKET	No. 08-0584
DISPOSITION	writ_granted
PROCEDURAL POSTURE	Macy's Texas petitioned for a writ of mandamus after the trial court denied its motion to compel arbitration and the court of appeals denied mandamus relief.
STANDARD OF REVIEW	Mandamus relief is appropriate when the relator establishes a clear right to relief and the trial court has abused its discretion; the opinion focused on whether the evidence established an enforceable arbitration agreement and the identity of the employer. The court also applied the FAA's requirement that arbitration agreements be in writing.
PRECEDENTIAL VALUE	Published opinion of the Supreme Court of Texas
PARTIES	Macy's Texas, Inc., Relator v. Erica Tomsic, Real Party in Interest

TOPICS

- arbitration
- writ of certiorari
- appellate procedure
- civil procedure
- employment contracts

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the evidence established an agreement to arbitrate between Tomsic and her employer despite discrepancies among the legal names of the Macy's entities.
2. Whether Macy's was entitled to mandamus relief requiring the trial court to compel arbitration.

HOLDINGS

1. The affidavit alone was insufficient to establish the entities' corporate relationship because it was conclusory and did not establish the affiant's basis of knowledge or provide supporting documentation.
2. Tomsic agreed to arbitrate her workplace-injury claims with her employer, and she could not avoid arbitration by raising factual disputes concerning the employer's correct legal name.

KEY QUOTATIONS

"We agree with Tomsic that the affidavit alone is insufficient to require relief." (419)

"As Tomsic agreed to arbitrate with her employer and purported to sue her employer, she cannot avoid arbitration by raising factual disputes about her employer's correct legal name." (420)

"Accordingly, without hearing oral argument, TEX. R. APP. P. 52.8(c), we conditionally grant the petition for writ of mandamus and direct the trial court to enter an order compelling arbitration." (420)

FACTUAL BACKGROUND

Erica Tomsic alleged that she injured her back while working at a Macy's department store in April 2007. In May 2007, she signed an Arbitration Acknowledgment referencing an employee injury-benefit plan that required arbitration of on-the-job injury claims against the employee's particular employer. Tomsic sued Macy's Texas, Inc., while pay stubs identified Macy's South as the paying agent for Macy's TX I, L.P.; Macy's responded with an assistant manager's affidavit stating that Tomsic worked for Macy's West. The trial court denied arbitration, but the Supreme Court concluded that Tomsic could not avoid arbitration merely by disputing the employer's correct corporate name.

PROCEDURAL HISTORY

Erica Tomsic sued Macy's Texas, Inc. for workplace injuries and related allegations. The trial court denied Macy's motion to compel arbitration, and the court of appeals denied mandamus relief. The Supreme Court of Texas conditionally granted mandamus without oral argument and directed the trial court to compel arbitration.

DISPOSITION

writ_granted

REMAND INSTRUCTIONS

The trial court was directed to enter an order compelling arbitration. The writ would issue only if the trial court failed to comply.

CASES CITED

- In re Weekley Homes, L.P., 180 S.W.3d 127, 130 (Tex. 2005)
- In re Merrill Lynch Trust Co. FSB, 235 S.W.3d 185, 191 (Tex. 2007)
- Seawright v. American General Financial Services, Inc., 507 F.3d 967, 978 (6th Cir. 2007)
- General Electric Co. v. Moritz, 257 S.W.3d 211, 215 (Tex. 2008)