

COURT OF APPEALS FOR THE SECOND APPELLATE DISTRICT OF TEXAS
AT FORT WORTH

The Bridge Strategy & Technology Consulting, LLC v. Josh Adams

No. 02-25-00698-CV · No. No. 02-25-00698-CV · Decided April 16, 2026

SUMMARY

The Texas Court of Appeals for the Second Appellate District reversed the denial of an employer’s motion to compel arbitration in a dispute over unpaid cash and stock commissions. The court held that the employment agreement’s arbitration clause, governed by the Federal Arbitration Act, encompassed the former employee’s breach-of-contract and quantum-meruit claims. The court remanded for the trial court to compel arbitration and stay the proceedings.

CASE DETAILS

COURT	Court of Appeals for the Second Appellate District of Texas at Fort Worth
WRITING FOR THE COURT	Elizabeth Kerr; Sudderth, C.J.; Kerr, J.; Womack, J.
JURISDICTION	Court of Appeals for the Second Appellate District of Texas at Fort Worth
DECIDED	April 16, 2026
DOCKET	No. 02-25-00698-CV
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Interlocutory appeal from the denial of a motion to compel arbitration and a request to stay trial-court proceedings.
STANDARD OF REVIEW	The denial of a motion to compel arbitration and a ruling on a motion to stay litigation pending arbitration are reviewed for abuse of discretion; factual determinations supported by evidence are deferred to, while legal determinations and whether the claims fall within the scope of a valid arbitration agreement are reviewed de novo.
PRECEDENTIAL VALUE	Published memorandum opinion; precedential status is identified as published in the source metadata.
PARTIES	The Bridge Strategy & Technology Consulting, LLC v. Josh Adams

TOPICS

arbitration

employment contracts

breach of contract

quantum meruit

interlocutory appeal

PRACTICE AREAS

Arbitration

Employment law

Contract law

Appellate procedure

QUESTIONS PRESENTED

1. Whether the Federal Arbitration Act preempted Georgia Code section 9-9-2(c)(9), which requires an employment arbitration clause to be initialed by all signatories.
2. Whether Adams's breach-of-contract and quantum-meruit claims concerning unpaid cash and stock commissions fell within the scope of the arbitration clause.
3. Whether the trial court was required to stay the litigation pending arbitration under the Federal Arbitration Act.

HOLDINGS

1. The Federal Arbitration Act preempts Georgia Code section 9-9-2(c)(9) insofar as it would require the parties' FAA-governed employment arbitration clause to be initialed before enforcement.
2. Adams's breach-of-contract and quantum-meruit claims for unpaid cash and stock commissions fell within the scope of the arbitration agreement.
3. The trial court was required to stay litigation involving Adams's arbitrable claims pending completion of arbitration.

KEY QUOTATIONS

“Both of Bridge’s appellate issues turn on the issue of whether Adams agreed to arbitrate his claims for unpaid cash and stock commissions. He did.” (5)

“Because the agreement used expansive, sweeping language tying any claims “relating to[] or having any relationship or connection whatsoever with” these statutes, their statutory definitions of “wages” inform our construction of the arbitration clause.” (12-13)

“We reverse the trial court’s order denying Bridge’s motion to compel arbitration and remand for the trial court to enter an order compelling arbitration and staying all proceedings in the trial court pending the arbitration’s completion.” (15)

FACTUAL BACKGROUND

In July 2024, Josh Adams accepted Bridge's offer to become Director of Business Development. Bridge agreed to pay him a 4% commission on invoiced revenue he generated and to grant him phantom stock units based on contract value. Bridge terminated Adams's employment in February 2025, and Adams later sued for approximately \$243,000 in allegedly unpaid cash and stock commissions.

PROCEDURAL HISTORY

Adams sued Bridge and three individual officers and directors for breach of contract and quantum meruit based on allegedly unpaid cash and phantom-stock commissions. Bridge moved to compel arbitration under the parties' Employment Covenants Agreement and to stay the litigation. The County Court at Law No. 3 denied the motion after concluding that the arbitration clause did not cover Adams's claims. Bridge brought an accelerated interlocutory appeal.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the trial court's order denying Bridge's motion to compel arbitration and remand for entry of an order compelling arbitration and staying all trial-court proceedings pending completion of arbitration.

CASES CITED

- Henry v. Cash Biz, LP, 551 S.W.3d 111, 115 (Tex. 2018)
- In re FirstMerit Bank, N.A., 52 S.W.3d 749, 753 (Tex. 2001)
- ConocoPhillips Co. v. Graham, No. 01-11-00503-CV, 2012 WL 1059084, at *2 (Tex. App.—Houston [1st Dist.] Mar. 29, 2012, no pet.) (mem. op.)
- In re Kellogg Brown & Root, Inc., 166 S.W.3d 732, 737 (Tex. 2005) (orig. proceeding)
- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339, 352, 131 S. Ct. 1740, 1745, 1753 (2011)
- Great Am. Ins. v. Primo, 512 S.W.3d 890, 893 (Tex. 2017)
- MCI Telecomms. Corp. v. Tex. Utils. Elec. Co., 995 S.W.2d 647, 652 (Tex. 1999)
- Reeder v. Wood Cnty. Energy, LLC, 395 S.W.3d 789, 794-95 (Tex. 2012)
- In re Merrill Lynch Tr. Co. FSB, 235 S.W.3d 185, 195 (Tex. 2007) (orig. proceeding)
- AgGrow Oils, L.L.C. v. Nat'l Union Fire Ins. Co., 242 F.3d 777, 783 (8th Cir. 2001)
- Kirby v. Stratus Dominion Anesthesia Assocs., PLLC, No. 02-24-00463-CV, 2025 WL 1006283, at *2-3 (Tex. App.—Fort Worth Apr. 3, 2025, pet. dism'd) (mem. op.)
- Doctor's Assocs., Inc. v. Casarotto, 517 U.S. 681, 687, 116 S. Ct. 1652, 1656 (1996)
- In re Nexion Health at Humble, Inc., 173 S.W.3d 67, 69 (Tex. 2005)
- Davidson v. A.G. Edwards & Sons, Inc., 748 S.E.2d 300, 302-03 (Ga. Ct. App. 2013)
- Langfitt v. Jackson, 644 S.E.2d 460, 465 (Ga. Ct. App. 2007)
- Halvorson v. Alston & Bird, LLP, No. 1:23-CV-04881, 2024 WL 5701781, at *2-3 (N.D. Ga. Mar. 13, 2024)
- Tex. State Bd. of Exam'rs of Marriage & Fam. Therapists v. Tex. Med. Ass'n, 511 S.W.3d 28, 35 (Tex. 2017)
- Epps v. Fowler, 351 S.W.3d 862, 866 (Tex. 2011)
- Washington v. Assoc. Builders & Conts. of S. Tex. Inc., 621 S.W.3d 305, 314-18 (Tex. App.—San Antonio 2021, no pet.)
- Tex. Ass'n of Bus. v. City of Austin, Tex., 565 S.W.3d 425, 439-41 (Tex. App.—Austin 2018, pet. denied)

- Skeels v. Suder, 671 S.W.3d 664, 672 & n.37 (Tex. 2023)
- Barrow-Shaver Res. Co. v. Carrizo Oil & Gas, Inc., 590 S.W.3d 471, 480 (Tex. 2019)
- Baby Dolls Topless Saloons, Inc. v. Sotero, 642 S.W.3d 583, 587 (Tex. 2022)
- Loya v. Loya, 526 S.W.3d 448, 452 (Tex. 2017)
- Mid-Am. Apts., L.P. v. Trojan, No. 02-21-00204-CV, 2021 WL 5028794, at *3-4, *7 (Tex. App.—Fort Worth Oct. 28, 2021, no pet.) (mem. op.)
- Piranha Partners v. Neuhoff, 596 S.W.3d 740, 749 (Tex. 2020)
- Ellis v. Schlimmer, 337 S.W.3d 860, 862 (Tex. 2011)
- J.B. Hunt Transp., Inc. v. Lester, No. 02-23-00035-CV, 2023 WL 3876758, at *9 (Tex. App.—Fort Worth June 8, 2023, no pet.) (mem. op.)

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