

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
ALABAMA, EASTERN DIVISION

Vickey Robinson Hall v. Talladega Housing Authority

Hall v. Talladega Housing Authority · No. 1:25-cv-647-CLM · Decided March 9, 2026

SUMMARY

The court granted Talladega Housing Authority’s motion to stay and compel arbitration under the Federal Arbitration Act in Vickey Robinson Hall’s employment-discrimination action. The court held that Hall specifically challenged the arbitration agreement’s delegation provision, but failed to show that the provision was unconscionable under Alabama law. The court therefore directed the parties to arbitrate Hall’s broader challenges to the agreement’s validity and enforceability and ordered a joint status report.

CASE DETAILS

COURT	United States District Court for the Northern District of Alabama, Eastern Division
WRITING FOR THE COURT	Corey L. Maze
JURISDICTION	United States District Court for the Northern District of Alabama, Eastern Division
DECIDED	March 9, 2026
DOCKET	1:25-cv-647-CLM
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under the Federal Arbitration Act to stay the federal action and compel arbitration. After the defendant raised the delegation provision in its reply, the court permitted the plaintiff to file a sur-reply specifically challenging that provision.
STANDARD OF REVIEW	A motion to compel arbitration is evaluated under a summary-judgment-like standard to determine whether a genuine dispute of material fact exists concerning formation of the arbitration agreement; the court may consider evidence outside the pleadings.
PRECEDENTIAL VALUE	Unknown

TOPICS

- employment arbitration
- arbitration
- unconscionability
- civil procedure
- title vii

PRACTICE AREAS

employment law

arbitration

civil procedure

civil rights

QUESTIONS PRESENTED

1. Whether Hall specifically challenged the arbitration agreement's delegation provision rather than merely challenging the arbitration agreement as a whole.
2. Whether the delegation provision was unconscionable under Alabama law because it gave THA a litigation option unavailable to Hall.
3. Whether the court was required under the Federal Arbitration Act to stay the action and compel arbitration after rejecting Hall's specific challenge to the delegation provision.

HOLDINGS

1. Hall specifically challenged the delegation provision because her argument that THA reserved for itself the right to have a court decide the arbitrability of THA's claims went to the parties' precise agreement to delegate threshold arbitrability issues. Her arguments concerning inferior bargaining power and arbitration costs, standing alone, challenged the arbitration agreement as a whole rather than the delegation provision specifically.
2. The delegation provision was not unconscionable under Alabama law because, although it restricted Hall's access to court while allowing THA to seek judicial determinations concerning its claims, it did not limit Hall's available remedies in arbitration.
3. Because Hall's specific challenge to the delegation provision failed, the court was required to enforce the delegation provision, leave Hall's broader challenges to the arbitration agreement to the arbitrator, stay the federal action, and compel arbitration under 9 U.S.C. §§ 3-4.

KEY QUOTATIONS

"A party specifically challenges the validity and enforceability of a delegation agreement if, and only if, the substantive nature of the party's challenge meaningfully goes to the parties' precise agreement to delegate threshold arbitrability issues."

"In short, to prove the delegation provision is unconscionable, Hall needs to show a loss of forum and a loss of remedy."

FACTUAL BACKGROUND

Hall, a Black female property manager employed by THA, alleged that she and other Black female employees were paid less than white male colleagues and that THA retaliated after she complained and filed an EEOC charge. Before the EEOC issued her right-to-sue letter, THA required Hall to sign an arbitration agreement as a condition of continued employment. The agreement delegated arbitrability questions to the AAA but allowed THA to ask a court to decide whether claims THA brought against Hall fell within an exception to arbitration.

PROCEDURAL HISTORY

Hall filed an employment-discrimination and retaliation action against the Talladega Housing Authority. THA answered and moved to stay the case and compel arbitration. Hall initially challenged the arbitration agreement as a whole; after THA raised the delegation clause, Hall specifically challenged that clause as unconscionable. The court rejected the specific challenge, compelled arbitration, stayed the action, and ordered a joint status report.

DISPOSITION

other

CASES CITED

- Burch v. P.J. Cheese, Inc., 861 F.3d 1338, 1346 (11th Cir. 2017)
- Bazemore v. Jefferson Capital Systems, LLC, 837 F.3d 1325, 1333 (11th Cir. 2016)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24 (1983)
- Rent-A-Center, West, Inc. v. Jackson, 561 U.S. 63, 67-68, 71-72 (2010)
- Doctor's Associates, Inc. v. Casarotto, 517 U.S. 681, 687 (1996)
- Parm v. National Bank of California, N.A., 835 F.3d 1331, 1334-35 (11th Cir. 2016)
- JPay, Inc. v. Kobel, 904 F.3d 923, 936-40 (11th Cir. 2018)
- Becker v. Delek US Energy, Inc., 39 F.4th 351, 355 (6th Cir. 2022)
- Attix v. Carrington Mortgage Services, Inc., 35 F.4th 1284, 1303-04 (11th Cir. 2022)
- Cherry, Bekaert & Holland v. Brown, 582 So. 2d 502, 506 (Ala. 1991)
- American General Finance, Inc. v. Bush, 793 So. 2d 738, 748-49 (Ala. 2000)
- Roberson v. Money Tree of Alabama, Inc., 954 F. Supp. 1519, 1526 (M.D. Ala. 1997)
- Goldsmith v. Bagby Elevator Co., 513 F.3d 1261, 1278-79 (11th Cir. 2008)