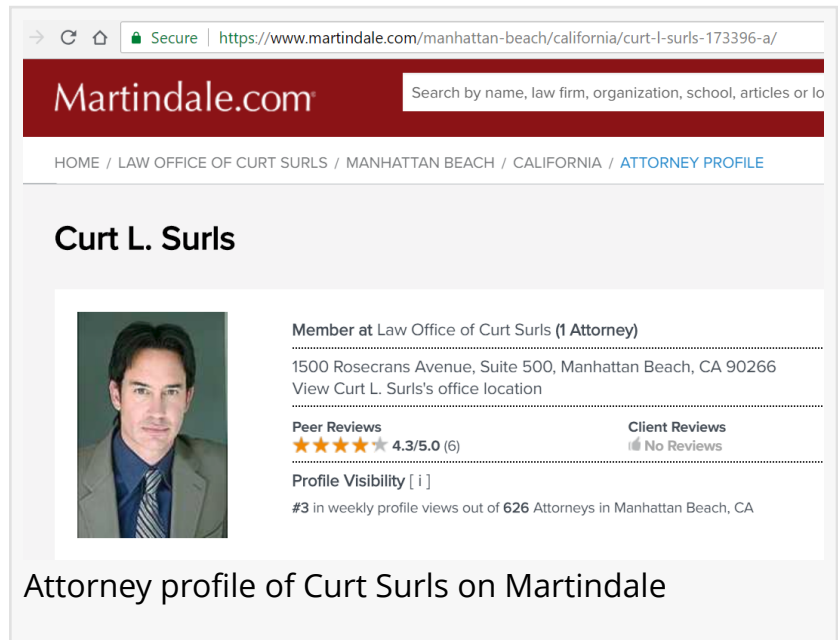


Employment attorney Curt Surls discusses the varying state responses to U.S. Supreme Court in Epic Systems v. Lewis

In a recently published comment, Curt Surls reviews decision that individual arbitration clauses in employment contracts preempt class action lawsuits.

MANHATTAN BEACH, CALIFORNIA, UNITED STATES, December 13, 2018 /EINPresswire.com/ -- In his most recently published article, California employment attorney [Curt Surls](#) reviews States' reactions to the Supreme Court decision in Epic Systems v. Lewis. The complete comment will be published on the Blog of [Mr. Surls](#) at <https://curtsurlsblog.blogspot.com/>



The screenshot shows the Martindale.com profile for Curt L. Surls. The header includes the Martindale.com logo and a search bar. Below the header, the navigation path is: HOME / LAW OFFICE OF CURT SURLS / MANHATTAN BEACH / CALIFORNIA / ATTORNEY PROFILE. The profile title is "Curt L. Surls". To the left is a portrait photo of Curt L. Surls. To the right, it lists his title as "Member at Law Office of Curt Surls (1 Attorney)", his address as "1500 Rosecrans Avenue, Suite 500, Manhattan Beach, CA 90266", and a link to "View Curt L. Surls's office location". Below this, it shows "Peer Reviews" with a 4.3/5.0 rating from 6 reviews, and "Client Reviews" with "No Reviews". At the bottom, it indicates "Profile Visibility [i]" and "#3 in weekly profile views out of 626 Attorneys in Manhattan Beach, CA".

Attorney profile of Curt Surls on Martindale

Several states are considering responses to Supreme Court's recent decision in Epic System that held that individual arbitration clauses in employment contract preempts class action lawsuit. One such response is from Governor Jay Inslee of Washington, issuing Executive Order 18-03 in June of 2018 that directly mentions the Epic System decision in the preamble. Specifically, the order states "WHEREAS, the United States Supreme Court, in its recent Epic Systems Corp. v. Lewis decision, held that if employees sign an arbitration agreement requiring individual arbitration proceedings as a condition of employment, then those agreements preclude employees from pursuing a class or collective action against their employer to resolve disputes; and WHEREAS, when employers require workers to accept an arbitration clause as a condition of employment they deny workers the opportunity to seek

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Even if federal class action lawsuits are preempted by individual arbitration clauses, state laws could allow plaintiffs to pursue state class action suits. This is a developing area of the law ...”

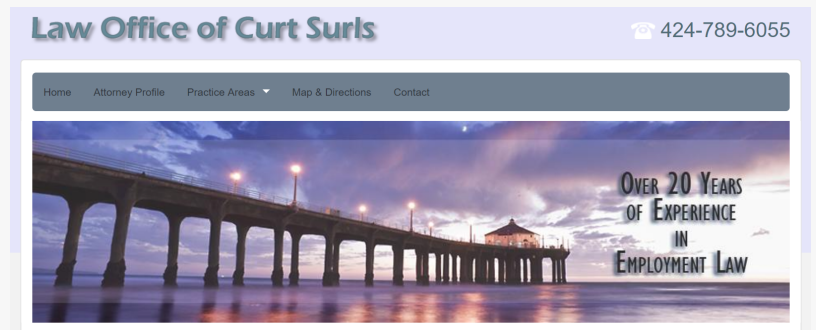
Curt Surls, Employment Lawyer in California

redress for employment grievances through collective or class action in court or in arbitration, and workers are stripped of a powerful tool to level the historical imbalance between employers and employees; and WHEREAS, the Epic Systems Corp. v. Lewis decision will inevitably result in an increased difficulty in holding employers accountable for widespread practices that harm workers” The order provides that “[t]o the extent permissible under state and federal law, when making purchasing and other procurement decisions, all state executive and small cabinet agencies shall seek to contract with qualified entities and business owners that can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers.” Although the order would only cover purchases and procurement by the executive branch of the state of Washington, if other states follows suit, it could put pressure on companies seeking to do business with state governments. It will be interesting to see how much effect the executive order will have and whether any other states will follow suit.

Other states are considering a legislative approach. New York and Vermont are considering passing a law similar to California’s Private Attorneys General Act (“PAGA”). PAGA allows individuals who personally experienced a violation of a California employment law to sue on behalf of current or former employees who also experienced such violations. California Supreme Court and the



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Ninth Circuit has both held that PAGA is not preempted by the Federal Arbitration Act. Thus, even if federal class action lawsuits are preempted by individual arbitration clauses in employment contracts, state laws such as PAGA could allow plaintiffs to pursue state class action suits. This is a developing area of the law that bears close monitoring in the future, opines Mr. Surls.

*** Curt Surls is an attorney in the areas of Employment Discrimination, Sexual Harassment, and Wrongful Termination. Located in Manhattan Beach, California, the Law Office of Curt Surls offers a complete range of employment law services to those living throughout Southern California, including all of Los Angeles, Riverside, Orange and San Bernardino counties. With nearly 30 years of experience focusing almost exclusively on this area of law, attorney [Curtis Surls](#) and his law firm provide the personalized assistance and effective support his clients need.

References:

Law Firm Website: <https://www.curtsurlslaw.com/>

Professional Profile on law firm website: <https://www.curtsurlslaw.com/attorney-profile/>

LinkedIn Profile: <https://www.linkedin.com/in/curt-surls-83118b5/>

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