



LEGAL ALERT

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Tiffany Brosnan is a partner with Snell & Wilmer L.L.P.'s Labor & Employment Law practice group. Ms. Brosnan represents management clients in personnel-related litigation, including discrimination, wrongful termination, and wage-hour cases. She has successfully defended clients at binding arbitration hearings in all of these areas. Ms. Brosnan was identified as a "Rising Star" in the area of employment litigation by California Super Lawyers magazine in 2006. She graduated from the University of California, Los Angeles Phi Beta Kappa and Summa Cum Laude in 1993 and then graduated from the University of California, Los Angeles School of Law in 1996.

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How to Keep Employment Disputes Out of Court – Choose Arbitration

In California, employment lawsuits are a cost of doing business. Litigating an employment lawsuit in court is expensive and inefficient. It takes well over a year to get to trial. In the meantime, attorneys go through a lengthy discovery process, file motions and are repeatedly required to appear in court. Attorneys' fees and costs skyrocket. In the end, twelve jurors – who have all had a boss that they didn't like at some point in their life – decide whether you wronged the plaintiff employee and how much you should pay because of it.

Employers have another option – arbitration. In arbitration, your dispute can be decided by a single retired judge that you choose. Discovery is typically reduced and virtually all communications with the arbitrator are done over the phone or by letter. The case can be decided within months instead of years. These efficiencies drastically reduce attorneys' fees and costs. The risk of a "runaway jury" is eliminated.

A one page arbitration agreement is your ticket to this second, much more attractive option. California law on employment arbitration is different than other jurisdictions so agreements written in other states need to be reviewed. Additionally, California courts have recently clarified what can and cannot be included in arbitration agreements. The employment attorneys at Snell & Wilmer will draft an arbitration agreement to suit your business and will assist you in introducing it to your workforce.

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