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Armendariz and employment arbitration

ARMENDARIZ SETS FORTH THE MINIMUM STANDARDS OF FAIRNESS THAT ANY EMPLOYMENT PRE-DISPUTE ARBITRATION AGREEMENT MUST MEET TO BE ENFORCEABLE

California has a reputation for being a very protective state when it comes to employee rights. While California's current effort to end forced arbitration as a condition of employment, or retaliation for refusal, remains stayed, forced employment arbitration in California is still alive and well.

In the meantime, employees still enjoy the protections provided by *Armendariz* and its progeny, designed to ensure that forced arbitrations are fair to the employee. While most plaintiff employment practitioners argue and believe that *Armendariz* helps, but still falls short of the protections needed to ensure fair arbitrations to employees, understanding *Armendariz* and enforcement of the rights it provides is what practitioners can do now.

The game changer: *Armendariz*

Prior to 2000, employees were subject to mandatory pre-dispute arbitration agreements, imposed by their employers, that significantly disadvantaged employees in the arbitration process, and even deterred employees from being able to pursue their claims.

Once arbitration had been compelled, there were minimal procedural requirements safeguarding fairness in the process. For example, the arbitration agreement could require the employee pay half the cost of the expensive arbitration proceedings. (*24 Hour Fitness, Inc. v. Superior Court* (1998) 66 Cal.App.4th 1199.) The arbitration agreement could shorten the statute of limitations on the employee's claims. (See, e.g., *Hambrecht & Quist Venture Partners v. American Medical Internat., Inc.* (1995) 38 Cal.App.4th 1532, 1548 ["As for shortening the limitations period, the courts will enforce the parties' agreement provided it is reasonable."].)

In 2000, the California Supreme Court issued the landmark decision of *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83 ("*Armendariz*"), which set forth the minimum standards of fairness that any employment pre-dispute arbitration agreement must meet to be enforceable. In *Armendariz*, the Supreme Court held that, under general contract principles, an arbitration agreement would not be enforced if it was unconscionable. (*Id.*, 24 Cal.4th at 114.) An "unconscionable" contract is one that "affront[s] the sense of justice, decency, or reasonableness." (Black's Law Dict. (8th ed.2004) p. 1561.)

Most importantly, the Supreme Court found that where such agreement purported to include statutory claims, such as the FEHA, the agreement would have to satisfy five additional minimum requirements including: (1) ensuring that the employee does not bear any costs above that which he or she would have to pay in court; (2) providing for adequate discovery; (3) providing for all types of relief that would otherwise be available in a non-arbitration forum; (4) requiring a written arbitration award and adequate judicial review; and (5) providing for a neutral arbitrator. (*Armendariz,* 24 Cal.4th. at 103-113.) The Supreme Court subsequently confirmed the minimum requirements set forth in *Armendariz* also applied to employee non-statutory claims for wrongful termination in violation of public policy. (*Little v. Auto Stiegler, Inc.* (2003) 29 Cal.4th 1064, 1081.)

The issue of whether an arbitration agreement is unconscionable is determined according to California contract law. (*Circuit City Stores, Inc. v. Adams* (9th Cir.2002) 279 F.3d 889, 892.) This means that *Armendariz* applies even in federal court, and even when the Federal Arbitration Act (FAA) applies.

Armendariz factor #1:

Ensuring that the employee does not bear any costs above that which he or she would have to pay in court.

"When an employer imposes mandatory arbitration as a condition of employment, the arbitration agreement or arbitration process cannot generally require the employee to bear any type of expense that the employee would not be required to bear if he or she were free to bring the action in court." This rule ensures that employees will not be deterred by costs greater than the usual costs incurred during litigation, costs that are essentially imposed on an employee by the employer. (*Armendariz*, 24 Cal.4th at 110-111.) The California Supreme Court in *Armendariz* indicated:

> Indeed, we are unaware of any situation in American jurisprudence in which a beneficiary of a federal statute has been required to pay for the services of the judge assigned to hear her or his case. Under *Gilmer* [*v. Interstate/Johnson Lane Corp*. (1991) 500 U.S. 20], arbitration is supposed to be a reasonable substitute for a judicial forum. Therefore, it would undermine Congress's intent to prevent employees who are seeking to vindicate statutory rights from gaining access to a judicial forum and then require them to pay for the services of an arbitrator when they would never be required to pay for a judge in court.
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> 'There is no doubt that parties appearing in federal court may be required to assume the cost of filing fees and other administrative expenses, so any reasonable costs of this sort that accompany arbitration are not problematic. However, if an employee like Cole is required to pay arbitrators' fees ranging from $500 to $1000 per day or more, . . . in addition to administrative and attorneys' fees, is it likely that he will be able to pursue his statutory claims? We think not.

Some employers seeking to enforce an older agreement that does not comply

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with *Armendariz* offer, either at the time arbitration is demanded or in the motion to compel arbitration, to pay the costs of arbitration, or to sever the offensive term. This is *inadequate*. The employer's offer after a dispute arises to waive the cost-splitting provision and pay all arbitral costs will not avoid a finding of unconscionability.

In *Martinez v. Master Protection Corp*. (2004) 118 Cal.App.4th 107, the arbitration agreement contained a provision requiring the parties to split the arbitration cost and to post fees in advance of the arbitration hearing, which the employer acknowledged was defective. (*Id*. at 115.) Nonetheless, the employer argued that the defect was a "non-issue" on appeal because it was willing to modify the agreement and to bear the cost of arbitration. (*Id.* at 116.) The Court of Appeal disagreed, noting that the "critical juncture for determining whether a contract is unconscionable is the moment when it is entered into by both parties" and that "[t]he mere inclusion of the costs provision in the arbitration agreement produces an unacceptable chilling effect [on the employee's exercise of due process rights], notwithstanding [the employer's] belated willingness to excise that portion of the agreement." (*Id.* at 116-117; see, also, *Carlson v. Home Team Pest Defense, Inc.* (2015) 239 Cal.App.4th 619, 636-37.) "'[W]hether an employer is willing, now that the employment relationship has ended [to change a provision of an arbitration agreement so it conforms to law] does not change the fact that the arbitration agreement as written is unconscionable and contrary to public policy. Such a willingness 'can be seen, at most, as an offer to modify the contract; an offer that was never accepted. No existing rule of contract law permits a party to resuscitate a legally defective contract merely by offering to change it.'" (*O'Hare v. Municipal Resource Consultants* (2003) 107 Cal.App.4th 267, 280.)

This is because the harm is the mere threat of imposing substantial forum fees on an employee who seeks to vindicate statutory rights: "It is not only the costs imposed on the claimant but the risk that the claimant may have to bear substantial costs that deters the exercise of the [employee's rights]." (*Armendariz*, 24 Cal.4th at 110.) By the time the employer offers to bear the cost of the arbitration, it has already received the benefit of deterrence from who knows how many employees who chose not to pursue their claims because the expense was too high or the risk was too great.

Oddly, an arbitration agreement that is silent as to who bears the cost of arbitration, as opposed to expressly allocating the costs among the parties, is *not* unconscionable, and it is interpreted as imposing the expense on the employer in compliance with *Armendariz*. (*Fittante v. Palm Springs Motors, Inc*. (2003) 105 Cal.App.4th 708, 719 ["in cases where an employer requires an employee to arbitrate his or her claims, including statutory claims, the agreement must be interpreted (in the absence of any express terms to the contrary) to require the employer to pay any unusual costs associated with arbitration, such as the arbitrator's fees"].) This is true even though an employee might be deterred from bringing a claim when erroneously believing he or she might have to incur this significant cost.

Aside from the obvious benefit this requirement confers upon employees (that there is absolutely no risk that they can be required to pay expensive arbitrator costs), this requirement imposed by *Armendariz* has additional benefits.

First, being compelled to arbitration can aid in settlement for lower-value cases, where the costs of arbitration, which cannot be recovered against an employee regardless of outcome, significantly exceed the claim value or amount which could instead be used to resolve the case.

Second, new California legislation imposes stiff penalties to an employer who does not timely pay the required costs to initiate or continue with arbitration. The employee can choose to deem the right to arbitration as being waived and proceed in court, or can compel the arbitration with the employer paying reasonable attorney's fees and costs related to the arbitration (apparently regardless of outcome), with either option exposing the breaching defendant to significant sanctions and attorney's fees. (See Senate Bill 707, effective January 1, 2020; Code Civ. Proc., §§ 1281.97, 1281.98, 1281.99.) You have probably already seen this play out in the case of *Abernathy v. DoorDash, Inc.* (N.D. Cal., Feb. 10, 2020, No. C 19-07545 WHA) 2020 WL 619785, at *3, in which a Northern District Court judge compelled DoorDash to arbitrate more than 5,000 individually filed arbitrations, at a cost of nearly $12 Million in initiation fees alone:

> For decades, the employer-side bar and their employer clients have forced arbitration clauses upon workers, thus taking away their right to go to court, and forced class-action waivers upon them too, thus taking away their ability to join collectively to vindicate common rights. The employer-side bar has succeeded in the United States Supreme Court to sustain such provisions. The irony, in this case, is that the workers wish to enforce the very provisions forced on them by seeking, even if by the thousands, individual arbitrations, the remnant of procedural rights left to them. The employer here, DoorDash, faced with having to actually honor its side of the bargain, now blanches at the cost of the filing fees it agreed to pay in the arbitration clause. No doubt, DoorDash never expected that so many would actually seek arbitration. Instead, in irony upon irony, DoorDash now wishes to resort to a class-wide lawsuit, the very device it denied to the workers, to avoid its duty to arbitrate. This hypocrisy will not be blessed, at least by this order.

(*Id*., 2020 WL 619785, at *4.)

A few months later, Postmates suffered a similar fate in the Central District of California, when 10,356 individual arbitration actions were

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initiated with AAA against Postmates, AAA billed Postmates $4,689,600 in initial fees, and Postmates' motion for a temporary restraining order and preliminary injunction was denied. (See *Postmates Inc. v. 10,356 Individuals* (C.D. Cal., Apr. 15, 2020, No. CV202783PSGJEMX) 2020 WL 1908302, at *4.)

Armendariz factor #2:

Providing for adequate discovery

The *Armendariz* Court found that adequate discovery is indispensable for the vindication of FEHA claims: "The lack of adequate discovery in arbitration proceedings leads to the de facto frustration of the employee's statutory rights." (*Armendariz*, 24 Cal.4th at 104.) This same concept is applied to non-statutory wrongful termination claims. (*Little*. 29 Cal.4th at 1080.)

Although subsequent cases have determined that "adequate discovery" does not mean "unfettered discovery" these agreements must "ensure minimum standards of fairness" so employees can vindicate their public rights. (*Ibid.*) Although the court in *Armendariz* recognized that a limitation on discovery is an important component of arbitration, employees are "at least entitled discovery sufficient to adequately arbitrate their statutory claims, including access to essential documents and witnesses,..." (*Armendariz*, 24 Cal 4th at 106.) Thus, because "arbitration is meant to be a streamlined procedure," California courts have confirmed that parties may agree to limit the number of depositions and impose other restrictions. (*Dotson v. Amgem, Inc*. (2010) 181 Cal.App.4th 975, 984.) Nonetheless, "[a]lthough parties to an arbitration agreement may agree to limitations on discovery that is otherwise available under the Code of Civil Procedure, an arbitration agreement must nonetheless "'ensure minimum standards of fairness' so employees can vindicate their public rights." (*Baxter v. Genworth North America Corp*. (2017) 16 Cal.App.5th 713, 727, quoting *Fitz v. NCR Corp*. (2004) 118 Cal.App.4th 702, 716.)

Courts consistently confirm that discovery limitations favor employers, who already have access to the majority of the documents and witnesses. (See *Armendariz*, 24 Cal.4th at 104.) "Employment disputes are factually complex, and their outcomes 'are often determined by the testimony of multiple percipient witnesses, as well as written information about the disputed employment practice.' [Citation.] Seemingly neutral limitations on discovery in employment disputes may be non-mutual in effect. This is because the employer already has in its possession many of the documents relevant to an employment discrimination case as well as having in its employ many of the relevant witnesses." (*Baxter*, 16 Cal.App.5th at 727, quoting *Fitz*, 118 Cal.App.4th at 717.)

"But while limitations on discovery are permissible in an arbitration agreement, California has made clear that a court must balance the 'desirable simplicity' of limiting discovery with employees' need for discovery 'sufficient to adequately arbitrate their statutory claim, including access to essential documents and witnesses, as determined by the arbitrator(s) and subject to limited judicial review.'" (*Poublon v. C.H. Robinson Co*. (9th Cir. 2017) 846 F.3d 1251, 1270 (citing and quoting *Armendariz*, 24 Cal.4th at 106).) In finding this balance, California courts look to the amount of discovery permitted, the standard for obtaining additional discovery, and the evidence presented by the employee that the discovery limitations will prevent them from adequately arbitrating their statutory claims. (*Fitz*, 118 Cal.App.4th at 715-18.)

The end result of these decisions is that the burden is on the employee to establish that a discovery limitation is subjectively inadequate given the facts of the particular case. Unfortunately, the decisions are all over the place as to how much discovery should be permitted, what kind of showing can be required to justify additional discovery, and how limited the discovery provision must be for the arbitration agreement to be unconscionable. See, e.g.:

- *Fitz*, 118 Cal.App.4th 702 [limitation of 2 depositions, and "compelling need" standard to get more was unconscionable];
- *Martinez*, 118 Cal.App.4th at 118-119 [limitation of one deposition plus experts, and a document request, and "substantial need" standard to get more "compound[ed] the one-sidedness of the arbitration agreement" where other unconscionable provisions were present];
- *Baxter*, 16 Cal.App.5th at 727 [limitation of 10 interrogatories, five document requests, two individual depositions for a total of no more than eight hours, with "for good and sufficient cause shown" standard to get more was unconscionable];
- *CarMax Auto Superstores California LLC v. Hernandez* (C.D. Cal. 2015) 94 F.Supp.3d 1078, 1108 [limitation of initial disclosures and document exchange, 20 interrogatories and three depositions, and "substantial need" standard to get more was not unconscionable];
- *Dotson v. Amgem, Inc*. (2010) 181 Cal.App.4th at 982-983 [limitation of deposition of one natural person, all experts, requests for production of documents, and right to subpoena witnesses and documents to arbitration, with "upon a showing of need" standard to get more was not unconscionable].

Plaintiffs' employment lawyers maintain that any limitation on an employee's right to take depositions only benefits the employer. It is the employee who needs multiple depositions to prove his or her case as written discovery is edited and reviewed by defense counsel prior to production, and the employer already has access to all of its own employees, the likely witnesses to the employee's claims. In discrimination cases, live deposition testimony of all the decisionmakers and persons who dealt with the employee while working for defendant, and percipient witnesses is necessary to demonstrate that the employee's termination or other adverse

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action was motivated by a prohibited bias. Plaintiffs' employment lawyers also object to the requirement that they must disclose attorney work product and disclose what it perceives to be the importance of any particular witness required to justify additional depositions. Unfortunately, the cases are trending in the direction of permitting less discovery as a matter of right, with more discovery available upon a showing of some level of need.

Like an arbitration agreement silent on payment of arbitration costs, an arbitration agreement that is silent as to discovery and, thus, fails to affirmatively provide for adequate discovery, is *not* unconscionable. It too is interpreted as imposing the expense on the employer in compliance with *Armendariz*. Express discovery language is not necessary because, "when parties agree to arbitrate statutory claims, they also implicitly agree, absent express language to the contrary, to such procedures as are necessary to vindicate that claim." (*Ramos v. Superior Court* (2018) 28 Cal.App.5th 1042, 1062, quoting *Armendariz*, 24 Cal.4th at 106.)

Armendariz factor #3:

Providing for all types of relief that would otherwise be available in a non-arbitration forum

In *Armendariz*, the Supreme Court expressly held that an agreement to arbitrate that required employees to waive their rights under the FEHA would be contrary to public policy and unenforceable, stating:

> It is indisputable that an employment contract that required employees to waive their rights under the FEHA to redress sexual harassment or discrimination would be contrary to public policy and unlawful. ¶ . . . It is evident that an arbitration agreement cannot be made to serve as a vehicle for the waiver of statutory rights created by the FEHA.

(*Id*. at 100-101.)

One example provided by the *Armendariz* court was any attempt to restrict an employee's ability to resort to the Department of Fair Employment and Housing (the administrative agency charged with prosecuting complaints made under the FEHA), or to prevent the DFEH from carrying out its statutory functions by an arbitration agreement to which it is not a party. (*Id*. at 99 fn. 6.) This concept is applicable to other administrative agencies and proceedings, such as those before the Equal Employment Opportunity Commission and Labor Commissioner. (See *E.E.O.C. v. Astra U.S.A., Inc.* (1st Cir. 1996) 94 F.3d 738, 744-745 [enjoined enforcement of settlement agreement that contained provision prohibiting employees from filing charges of sexual harassment with the EEOC as being against public policy]; *Sonic-Calabasas A, Inc. v. Moreno* (2013) 57 Cal.4th 1109, 1146-1148 [an arbitration agreement that waives the various advantageous provisions of the Labor Code governing the litigation of a wage claim is substantively unconscionable if it fails to provide the employee with an affordable and accessible alternative forum]; *OTO, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 117.)

Arbitration agreements which limit the types of claims an employee may bring, the amount or type of damages that can be awarded are also prohibited by *Armendariz*. For example, the arbitration agreement may not:

- prohibit recovery of attorney's fees or costs, punitive damages, equitable relief, and/or statutory penalties. (*Subcontracting Concepts (CT), LLC v. De Melo* (2019) 34 Cal.App.5th 201, 213.)
- change statutory fee shifting of attorney's fees. (*Ajamian v. CantorCO2e, L.P.* (2012) 203 Cal.App.4th 771, 799-800 [arbitration agreement that, among other things, "impos[ed] upon [the employee] the obligation to pay [the employer's] attorney fees if [the employer] prevails in the proceeding, without granting her the right to recoup her own attorney fees if she prevails" was unconscionable]; *Samaniego v. Empire Today LLC* (2012) 205 Cal.App.4th 1138, 1147 [agreement required employees to pay employers' attorneys' fees with no reciprocal obligation on employer].)
- prohibit the bringing of certain types of claims, like a claim under the Private Attorney General Act. (*Subcontracting Concepts (CT), LLC*, 34 Cal.App.5th at 213-214, quoting *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 383.)
- shorten the statute of limitations on any or all of the employee's claims. (*Samaniego*, 205 Cal.App.4th at 1147; *Nyulassy v. Lockheed Martin Corp.* (2004) 120 Cal.App.4th 1267; *Stirlen v. Supercuts, Inc.* (1997) 51 Cal.App.4th 1519.)

Armendariz factor #4:

Requiring a written arbitration award and adequate judicial review

The FAA and the California Arbitration Act ("CAA") each provides severely limited grounds for vacating, modifying or correcting an arbitrator's award, and legal error is not one of them. (9 U.S.C.A. §§ 10(a), 11(a); Code Civ. Proc., §§ 1286.2(a), 1286.6.)

A reasoned award is required in an arbitration adjudicating employment claims and some enhanced judicial review of such an award may be required. (*Armendariz*, 24 Cal.4th at 106-107.) The Supreme Court recognized that, even though judicial scrutiny of arbitration awards was limited, it was at least "sufficient to ensure that arbitrators comply with the requirements of the statute" at issue. Thus, the Supreme Court held that a pre-dispute arbitration agreement purporting to cover FEHA claims must provide for the arbitrator to issue a written arbitration decision that will reveal, however briefly, the essential findings and conclusions on which the award is based." (*Ibid*.) The question of what constitutes an adequate judicial review was not present in *Armendariz*, so the Supreme Court declined at that time to set forth the proper standard. (*Ibid*.)

In 2010, the California Supreme Court did have such occasion. In *Pearson Dental Supplies, Inc. v. Superior Court* (2010) 48 Cal.4th 665, the Supreme Court considered the question of what is the proper standard of judicial review of arbitration awards arising from

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mandatory-arbitration employment agreements that arbitrate claims asserting the employee's unwaivable statutory rights. The Court rejected the notion that the reasoned written opinion was, itself, enough, confirming the requirement of a reasoned written opinion was a necessary "precondition to adequate judicial review of the award so as to enable employees subject to mandatory arbitration agreements to vindicate their [statutory] rights." Ultimately, the Supreme Court held that an arbitration award based on certain types of legal errors could be vacated. (*Id*. at 680.) In that case, the legal error was misapplication of the statute of limitations, which the Supreme Court characterized as a legal error "misconstru[ing] the procedural framework under which the parties agreed the arbitration was to be conducted, rather than misinterpreting the law governing the claim itself." (*Id.* at 679-680.)

Subsequently, the Supreme Court confirmed that the legal standard set forth in *Pearson* did not mean that all legal errors were reviewable, only those that "actually denied the plaintiff a hearing on his claim's merits" and, thus, "kept the parties from receiving a review on the merits." (*Richey v. AutoNation, Inc*. (2015) 60 Cal.4th 909, 918.)

Armendariz factor #5:

Providing for a neutral arbitrator

Arbitration agreements "may specify with whom they choose to arbitrate their disputes." (*Stolt-Nielsen S.A. v. AnimalFeeds International Corp*. (2010) 559 U.S. 662, 683.) Nonetheless, the neutral arbitrator requirement is "essential to ensuring the integrity of the arbitration process." (*Armendariz*, 24 Cal.4th at 103.) The *Armendariz* court specifically warned about the repeat player effect caused by mandatory arbitration: "Various studies show that arbitration is advantageous to employers . . . because it reduces the size of the award that an employee is likely to get, particularly if the employer is a 'repeat player' in the arbitration system." The Supreme Court subsequently elaborated on the repeat player effect, stating: "The hearing officer in this case had an impermissible financial interest in the outcome of the litigation arising from the prospect of future employment by [the defendant] . . ." (*Haas v. County of San Bernardino* (2002) 27 Cal.4th 1017, 1030.)

Employers with mandatory arbitration agreements are likely to be regular participants in employment arbitration, and the repeat player effect is even more likely when the arbitration agreement pre-selects the arbitration provider (such as AAA, JAMS, etc.) and/or the venue grossly limits the pool of available arbitrators. In *Mercuro v. Superior Court* (2002) 96 Cal.App.4th 167, the agreement provided that claims would be arbitrated by the National Arbitration Forum ("NAF") and the hearings would be held within the federal judicial district in which the employee was last employed by the company. (*Id*. at 178.) The applicable federal judicial district was the Central District of California. The court acknowledged that "*only eight NAF arbitrators have offices in the Central District of California*." (*Ibid*.) The court found that there were possible disadvantages to the employee with respect to neutrality of the arbitrator under the agreement. It noted the danger of the "repeat player effect" and the lack of the plaintiff's participation in the process.

Recently, however, an arbitration procedure was upheld, even though it required each of the three arbitrators to be selected had to be a "partner in a law firm headquartered in the United States and having not less than 500 lawyers" (*Ramos*, 28 Cal.App.5th at 1059), essentially assuring that each of the arbitrators would be from a big law defense firm.

Will AB 51 abrogate *Armendariz*?

AB51 was a California law signed by Governor Newsom on October 10, 2019, which became effective January 1, 2020, which would prohibit employers from forcing employees to sign pre-dispute arbitration agreements as a condition of employment, and would prohibit retaliation against those employees who refused. Enforcement of AB51 is currently stayed pending appeal.

The big question is whether AB 51 will abrogate *Armendariz*. *Armendariz* addressed the validity of *mandatory* employment arbitration agreements. If employment arbitration agreements are no longer mandatory, can an employee who has voluntarily signed one and not opted out of a previously signed one be compelled to arbitrate without the *Armendariz* protections? No doubt, this will be the source of significant litigation if and when AB51 is enforceable.

In the meantime, the United States Supreme Court recently had the opportunity to review and revisit *Armendariz* in response to an argument that it was no longer good law, and violated Supreme Court precedent by imposing impediments to the enforceability of arbitration agreements, and declined. (See *Winston & Strawn LLP v. Ramos* (2019) 140 S.Ct. 108.) Clearly, *Armendariz* is alive and well…for now.

Conclusion

The cases addressing the validity of employment arbitration agreements are numerous and varied, and anyone opposing a motion to compel arbitration would be well-advised to research the validity of any previously sited cases, because the law is constantly evolving. And if you find yourself forced into employment arbitration, make sure you take full advantage of the protections *Armendariz* offers, both in litigation and settlement strategy, to ensure your client can still have a semi-fair hearing on his or her employment claims.

Christina M. Coleman launched her solo practice of the Law Offices of Christina M. Coleman, APC *in April 2017. With over 20 years of experience representing employees, consumers, and businesses in enforcement and protection of their rights, her practice areas include: employment litigation, including discrimination, retaliation, wrongful termination, whistleblower retaliation, civil assault & battery, rape/sexual assault, sexual harassment, civil rights, personal injury, and appellate work. Ms. Coleman is a member of CELA, CAOC, and is a member of CAALA's Board of Governors.*