

Two Recent Arbitration Cases Address Impact of Underlying Contract Provisions

As demonstrated by two recent cases, the trends of delegating arbitrability questions to the arbitrator, and precluding parties from contractually modifying appellate rights, are here to stay, writes Timothy J. Abeska of Barnes & Thornburg in an article published by *the National Law Review*.

In *Brennan v. Opus Bank*, 796 F.3d 1125 (9th Cir. 2015), a dispute in an employment agreement, Brennan sued his employer, Opus Bank, claiming he was entitled to terminate his employment for “Good Reason” and collect a severance benefit. The bank treated Brennan’s termination as a voluntary resignation which did not trigger an entitlement to severance.

The other case was *Atlanta Flooring Design Centers, Inc. v. R.G. Williams Construction, Inc.*, 333 Ga. App. 528, 773 S.E.2d 868 (Ga. Ct. App. 2015).

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