

The Supreme Court - January 15, 2019

The Supreme Court of the United States issued the following two decisions today:

New Prime Inc. v. Oliveira, No. 17-340: Respondent Dominic Oliveira works as a driver for petitioner New Prime, Inc., an interstate trucking company, pursuant to a contract that labels him as an independent contractor and also includes an arbitration clause. Oliveira brought a class action in federal court alleging New Prime treats its drivers as employees and fails to pay minimum wage. When New Prime sought to compel arbitration, Oliveira invoked the exception to arbitration under §1 of the Federal Arbitration Act, which excepts “contracts of employment” of certain transportation workers. The District Court and First Circuit agreed with Oliveira and rejected New Prime’s arguments that the arbitrator should decide the §1 exception’s applicability, and that the exception was limited only to employer-employee relationships. Today, the Court affirmed, holding 1) that a court should decide for itself whether §1’s “contracts of employment” exclusion applies before ordering arbitration, and 2) that “contracts of employment” refers to any agreement to perform work, such that Oliveira’s independent contractor requirement falls within §1’s exception.

The Court’s decision is available [here](#).

Stokeling v. United States, No. 17-5554: Petitioner Denard Stokeling pleaded guilty to possessing a firearm and ammunition after having been convicted of a felony, in violation of 18 U.S.C. §922(g). The probation officer recommended that Stokeling be sentenced to a 15-year minimum as an armed career criminal under the Armed Career Criminal Act (“ACCA”), based on having three prior “violent felony” convictions. Stokeling objected that his 1997 Florida robbery conviction did not qualify because it lacked as an element “the use, attempted use, or threatened use of physical force against the person of another.” Under Florida law, the “use of force” necessary to commit robbery requires “resistance by the victim that is overcome by the physical force of the offender.” Although the District Court agreed with Stokeling, concluding that the fact he “grabbed [the victim] by the neck and tried to remove her necklaces” as she “held onto” them, did

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not justify the enhancement, the Eleventh Circuit reversed. The Court today affirmed, holding that a robbery offense that has as an element the use of force sufficient to overcome a victim's resistance necessitates the use of "physical force" within the meaning of the ACCA.

The Court's decision is available [here](#).