

Affirmed and Memorandum Opinion filed February 11, 2010.



In The

Fourteenth Court of Appeals

NO. 14-09-00054-CV

BRENDA HATTON, Appellant

V.

D.R. HORTON, INC., Appellee

**On Appeal from the 152nd District Court
Harris County, Texas
Trial Court Cause No. 2005-66093**

MEMORANDUM OPINION

The enforceability of the arbitration clause contained in D.R. Horton, Inc.'s employee handbook acknowledgment form is again before this Court. As we have already twice determined that the arbitration clause at issue here is valid and enforceable,¹ we issue this memorandum opinion and affirm the trial court's judgment.

Appellant Brenda Hatton began working for D.R. Horton in June of 1997 and signed its "Employee Acknowledgment Form" ("EAF") in 2001. The EAF contained,

¹ *D.R. Horton, Inc. v. Brooks*, 207 S.W.3d 862 (Tex. App.—Houston [14th Dist.] 2006, orig. proceeding); *D.R. Horton, Inc. v. Hatton*, Nos. 14-06-00262-CV, 14-06-00284-CV, 2006 WL 3193722, at *1 (Tex. App.—Houston [14th Dist.] Nov. 7, 2006, orig. proceeding) (mem. op.).

among other matters, the arbitration clause at issue here. Hatton sued D.R. Horton in 2005 for discrimination and breach of contract. D.R. Horton filed a motion to dismiss and compel arbitration, and the trial court denied the motion.

In November 2006, a panel of this court conditionally granted D.R. Horton's petition for writ of mandamus in this lawsuit.² The trial court subsequently vacated its order denying D.R. Horton's motion to dismiss and compel arbitration. D.R. Horton and Hatton submitted to court-ordered binding arbitration. Following arbitration, the trial court entered a final take-nothing judgment in favor of D.R. Horton on December 11, 2008. Hatton timely filed this appeal from the trial court's final judgment.

As she did in her response to D.R. Horton's petition for writ of mandamus, Hatton argues the arbitration provision contained in the EAF is unenforceable because it is (a) illusory, (b) indefinite, and (c) unconscionable. These are the same legal arguments made and addressed in both our prior opinion in this case and in a similar case, *D.R. Horton, Inc. v. Brooks*.³ In these opinions, we determined the arbitration clause at issue is valid and enforceable. Because the legal arguments in this case are the same as those addressed in our prior opinions, these opinions are controlling and we cite the parties to them.

We therefore overrule Hatton's three issues and affirm the trial court's judgment.

/s/ Tracy Christopher
Justice

Panel consists of Chief Justice Hedges and Justices Anderson and Christopher.

² *Hatton*, 2006 WL 3193722, at *1.

³ 207 S.W.3d at 867–870. The arbitration clause and other provisions contained in the EAF at issue here are set forth in *Brooks*; except for minor grammatical differences, the EAF signed by Hatton is the same as that set forth in that opinion.