

Speaker 1: [inaudible]

Speaker 2: Well, welcome back everyone to the one and only performance review the coolest podcast on the block, which takes an inside look at some of the latest employment issues impacting California workplaces. I'm your cohost Ryan Bykerk. And as usual I am joined by my cohost Phillip person. We are labor and employment attorneys [00:00:30] and partners here at Greenberg Traurig. Phillip is up in the San Francisco office and I'm down here in Los Angeles. Ryan,

Speaker 3: I have a question. Why didn't you say the coolest in the world?

Speaker 2: Well, I don't, I don't have, um, so that's a fair question. I don't practice a false advertising, but I'm assured I'm sure that there are limits to puffery. So that's sort of one of the, one of the issues here. I want to make sure we don't overstate things. I do think we're currently my mom's second favorite podcast about labor and employment issues in California. So let's, I don't want to [00:01:00] oversell it, but we're going to get there, fill it.

Speaker 3: That's pretty tough if you're just second for your mom's favorite podcast, but she has very high standard, but we have a guest on who hopefully will get you to first place in your mom's heart. You know,

Speaker 2: Today we, uh, we will be

Speaker 3: Discussing arbitration agreements. Some of the rules relating to them and how some companies are utilizing them with their workforce. Our guest today is Amir Vonsover, the senior director of global employment and ethics at eBay. [00:01:30] Thanks for joining us.

Speaker 4: Thank you all for having me on and I'm optimistic that we can make our way into Ryan's moms.

Speaker 2: I appreciate that. Thank you everybody. This is, this is very helpful.

Speaker 3: One step at a time. Amir, tell us about yourself and your practice.

Speaker 4: Sure. Thanks. Yeah. I live in park city, Utah, and I've been living here for about six years. I live here with my wife and three kids. And as you said, I'm the global head of eBay's employment and ethics legal practice. I'm based in eBay's [00:02:00] salt lake city hub. And I manage really anything that involves our employees internally facing or externally facing externally facing is primarily the ethics side and internally facing as the employment side. So that means investigation, hiring, firing reductions in forest diversity and inclusion, things of that nature, any type of internal investigations through the people team or through the employee relations team or through the ethics team. All of that in some way rolls up to me and I've been doing that for a number of years [00:02:30] and it's been great. And I just had a lot of interesting opportunities to do

interesting things, because as far as I'm concerned, employment law is the most interesting aspect of the law that you can really do.

Speaker 4: And I feel like that in the pre COVID pandemic era, that was always born out because no one ever seemed to be leaning over, to listen to what our contract lawyers were talking about or what our IP lawyers are talking about. But every time it was a heated conversation in my corner of the office, people are just all up in there and leaning over and like, oh man, I'm just having some crazy conversations, did something crazy [00:03:00] and people are leaning over there to try and hear what we're talking about. And we just have all the stories that are more interesting and more just human behavior is in employment law every single day. And I just find that really fascinating. So I feel fortunate to be doing the same kind of world that you guys are in. And as a big law refugee, I have some understanding of what y'all's life is like as well.

Speaker 2: That's perfect. See, this is what Phillip and I keep trying to tell people, this is really interesting stuff like every day is totally different. Yeah. So, well, thank [00:03:30] you so much just for being here. We're definitely grateful to have you. Uh, and, and we're gonna be talking about arbitration agreements, which we will get to in a, in a little bit. Uh, but first I did want to ask everybody because since you, you work for eBay, I think it's important to talk about, uh, hard-hitting legal issues. Like what's the weirdest thing you've ever purchased on eBay.

Speaker 4: What I buy primarily in eBay is cookware like vintage cast iron pan, because that's what I do. I love to cook and I like them to match because something is wrong with me. But I think the weirdest thing is [00:04:00] I bought a particular pair of Nike air force ones at the Nike lab in Soho back in like 2009. And my daughter spilled like bright red, grape juice, the worst color, grape juice on those air force ones. So I bought them again and I had to buy the laces separate because they're particular places that say Brooklyn, New York on them. And I found them in two separate eBay purchases, got them together and felt really, really happy to get those sneakers reunited. That's very strong.

Speaker 3: Like we need to check out your [00:04:30] closet, but that might be for another podcast. Yeah. Yeah. I'd be happy to.

Speaker 2: I was trying to think about mine. Um, and I don't know that it's very funny or weird, but I have a, I have an old Jeep and it had this problem that you could turn it on without having the key. And that became a, it's kind of, kind of a significant problem. As you might imagine for awhile, you needed a screwdriver, but then it was, you didn't need anything. You just turned the ignition. And so the weirdest thing I've probably gotten on eBay is an ignition cylinder [00:05:00] for an 84, CJ seven UBS, amazing for stuff like that. It is,

Speaker 3: I don't have anything to top those two stories. I think the weirdest thing that I've purchased on eBay is probably some bright pink golf balls. And that's simply because I'm not a great golfer and I want to be able to find my ball and they had a perfectly like neon pink golf ball that I could use.

Speaker 2: That's just smart. I don't have the same problem and I would need to buy 20 of them. So. All right. So now that we've covered [00:05:30] the hard hitting legal piece, let's talk about a little bit about arbitration agreements. So, uh, for, for those of those unfamiliar, uh, Amir, why don't you, could you maybe get us started by giving us a quick overview of just what arbitration is?

Speaker 4: Yeah, of course. Sure thing. So in short arbitration is an alternative to litigation. It's a way of managing disputes between two different parties. It happens in commercial things. It happens in a range of different topics, but it's also very common in the employment world. So in an arbitration agreement is requirement [00:06:00] that parties be a two civil parties or an employer or an employee or whatever it might be that they pursue their claims in front of a private arbitrator. That's oftentimes a former judge, a senior attorney who's sort of run their practice through the arbitration space, things like that, but you do it outside the normal court system. And by doing this by not filing a claim in court, but instead of going to private arbitration, the different parties can keep the matter confidential. They avoid a lot of the delays and the slowness that are attendant to the court system, particularly in a place like California, where the dock [00:06:30] is so, so long, these things can take pretty much forever. There's also additional costs in court versus arbitration. And in general, it is a speedier and cheaper way to have someone that professional and neutral adjudicate claims between two different parties in a way that a judge would, but faster and more cheaply

Speaker 2: That's right. Yeah. And, and, and I think we, we got to talk about, anytime you talk about arbitration agreements, especially these days, you gotta also talk about like class action waivers, which are usually included. And we of course see a lot of those, um, you know, cause taken [00:07:00] together and arbitration, uh, an arbitration agreement and a class waiver agreement can really be useful for employers, particularly if you get a good chunk of people signing those.

Speaker 4: Yeah, absolutely. So the class waiver, Ryan, what you're talking about is employees agree not to participate in, or be a part of a class or collective action against the employer. And what that means is class actions are incredibly expensive, but by and large, they are not really financially lucrative for the employees and not financially lucrative, certainly for [00:07:30] the employers, they are as much as anything else financially lucrative for the plaintiff's counsel, who's doing these types of class actions. So by reducing the exposure for an employer to have to fight an expensive battle about what could be a minor error or no error at all, or perceived or something like that, it simplifies things for really everyone. And ultimately I think both employers and employees benefit by these class action waivers. It's cheaper for both, both net more positive financially [00:08:00] and things like that. While that is really to say that when done right, having an arbitration agreement rolled out with a class action waiver, it provides employers and employees a faster, more efficient way to resolve their disputes. And these things happen from time to time in the workplace. It's not necessarily anyone's fault, but these things pop up as the nature of employment law. And by putting a cap on class exposure and focusing on individual claims, you can get to the heart of something that the employer may or may not be doing wrong. And the heart of an individual is grievance issue concern with the way the employer has been

conducting [00:08:30] some particular part of their business. And I think really it does benefit both sides of this equation pretty strongly.

Speaker 2: I mean, I think that's a great summary. Maybe before we jump into this, let's, let's give us some, maybe some additional context. Phillip, can you, can you talk to us about just what what's the latest in California that when it comes to workplace arbitration agreements, and I know there's, there's quite a bit of law in this space.

Speaker 3: There's a lot of law in this space, but the starting place really is the federal arbitration act commonly known as the FAA. It was [00:09:00] passed in 1925. I can go into all the details about that, but the crucial point to know is that it was intended to curb judicial hostility toward arbitration. The FAA generally requires a courts to treat the arbitration agreements on equal footing with other contracts, meaning if the parties agree to binding arbitration of their disputes, well, that's what the court is generally going to compel them to that's

Speaker 2: Right. And I mentioned that some of this law is competing, you know, California has tried for years to discourage workplace arbitration [00:09:30] agreements. Obviously that sort of comes head to head with the FAA. And the latest of those is AB 51 and AB 51 is a piece of California legislation that renders it illegal or even criminal for an employer to require that employees enter into arbitration agreements as a condition of their employment, starting in January one of this year, onward,

Speaker 3: California always has to do something different, right? So let's talk about AB 51 under AB 51, if an employer terminated employee [00:10:00] or otherwise denied employment to an applicant who refuse to enter into arbitration agreement, AB 51 permits these individuals to bring a claim against the employer under a California's fair employment and housing act, commonly known as FEHA. And as he mentioned, the employer can even be held criminally liable. So it's a scary situation, right?

Speaker 2: I mean, I think it's, you're probably thinking, right. So how can, how can a law AB 51 that specifically takes aim at arbitration agreements? Not pretty specifically [00:10:30] be exempted under the FAA because right as Phillip mentioned, the FAS purpose was to make sure that arbitration agreements get put on even ground with everything else. Well, the drafters of AB 51 tried to try to sort of work around that and included a carve out that said that AB 51 is not going to apply for. And I had to write this down for quote agreements that are otherwise enforceable under the FAA. The thought being that that would bring AB 51 outside the ambit of the FAA.

Speaker 3: It's an interesting thought, but so far, I'd [00:11:00] say it hasn't worked a coalition of business groups headed up by the chamber of commerce almost immediately filed suit against the state in December, 2019, it was an effort to stop the bills enforcement cleverly. I'll say they, the claim was filed a month before AB 51 took effect. So Johnny on the spot there, they argued that AB 51 is a direct attack on arbitration agreements after some motion practice and some hearings on the issue in January, a us district court [00:11:30] granted a preliminary injunction against the implementation of AB 51. What does that mean? Translation? The court issued a preliminary order, preventing the state

from enforcing the legislation until the resolution of the ongoing suit. The litigation is still ongoing. So stay tuned.

Speaker 2: Yeah. And I, I mentioned, I think I mentioned earlier that that AB 51 is only the latest effort. And this is just because I'm going to force you to listen to history because I love it. I think it's interesting to watch how the development and these things happen. Um, but no, I [00:12:00] mentioned the AB 50 ones, the latest, because this fight actually been going on for a long time. It, governor brown vetoed a really similar bill in 2015 citing the fact that it would violate the FAA. Uh, he vetoed another one in 2018. That was AB 30, 80 for the same reason. And he actually wrote a letter that said, quote, since this bill plainly violates federal law, I cannot sign this measure. But when a pretty much identical version of that AB 51 hit governor Newsome's desk back in 2019, he signed it. And so lots of California businesses had to do a lot of work [00:12:30] to figure out how to modify their onboarding process, figure out what to do with these, um, with these agreements, figuring out how to handle this only for it to, as Phillip mentioned, be enjoined a short time later.

Speaker 2: So before I jumped fully onto my soapbox, I think Phillip and I should stop talking and we should get a sense of, uh, Amir your take on AB 51.

Speaker 4: Yeah. So I mean, I really think among the big, very biggest takeaways here is that there is a seriously open question as to whether AB 51 will become enforceable, whether it will become law and [00:13:00] what that means for arbitration agreements, for employers, with sniffing California population, as far as eBay is concerned. And as far as I understand from a number of companies that I've spoken to people with my same kind of role at those companies, people are just going about it business as usual, because it's just hard to predict when this litigation is going to come to an end. It's certainly not over anytime soon and what the result is going to be. I mean, I certainly can not predict that I'm not certain anybody can with any type of accuracy. So as a result of that, we're just going about what we've [00:13:30] done. Our arbitration agreements remain in force.

Speaker 4: If you were hired today, E-bay we would ask you to sign one. And if an entail AB 51 becomes fully enforceable law, which I don't know if that'll be the ninth circuit or up to the Supreme court or how this will ultimately end we are going about the same thing we did before AB 51 was signed by governor Newsome. And as I said, I understand a number of other companies are doing exactly the same. One of the things that's interesting about this is this conversation about whether or not AB 51 is ultimately law, whether or not companies can [00:14:00] engage in mandatory binding arbitration. And that all happens at the same time that we're having internal conversations and external conversations about whether or not arbitration is even the right thing to do in general in the modern workplace. And that question is very much open putting aside, it'd be 51, this sort of questions run in parallel to some, that's an interesting

Speaker 3: Point there I've seen some employers twos to stay away from arbitration agreements altogether, and some choose to even remove particular claims from arbitration. Does [00:14:30] eBay do something similar to

Speaker 4: That or, yeah, so there's a few different pieces of this Phillips. So first of all, part of the issue is that regardless of AB 51, there are certain claims under the private attorney general act. That can't be arbitrated anyway. So if those claims can't be arbitrator than the thought, in some ways, why bother arbitrating, any of them? I trying to split this up. It's

Speaker 3: A good point there too. Another thing to discuss is just the cost of arbitration. It's quite expensive. I know some California companies, they find themselves stuck with a bill that sometimes is [00:15:00] more than 50,000. And that's just for the arbitrators time, which I had a, a fee that high. And because choosing an arbitrator is generally done by both parties, the parties report sometimes that the arbitrator has a tendency to split the baby on the claims. Arbitrators might want to avoid upsetting either side in jeopardizing future business.

Speaker 4: And I mean, very much the way you just said that felt, I think is an important point is that arbitrators are thinking about it in some regard as business. And that might not be the right person, [00:15:30] just in terms of the incentive structure that you want making a decision about whether or not either side is in the wrong. And this is true for employers and employees. And in addition to all of that on top of everything, there's just been social change in the way things are discussed as to whether or not an arbitration agreement makes sense because in the wake of some social unrest, in the wake of a renewed focus on sexual harassment and things that are inappropriate in the workplace and a redefinition of those types of things, it's not clear anymore that [00:16:00] employers or employees in particular are benefited by having each and every claim that they might bring subject to mandatory binding arbitration.

Speaker 2: Now that that's, that makes a lot of sense. Is that actually, how, how, how does that affect you kind of on a day-to-day basis? Like how what's what's eBay doing in that regard?

Speaker 4: So we put a lot of thought into this and we basically made the decision that there was a fair amount of media stories in the media first-person narratives women in particular, [00:16:30] but, but certainly from, from across the gender spectrum individuals talking about experiences they've had in the workplace and that being subject to mandatory binding arbitration is a way to vindicate their claims and seek financial recompense for whatever it was that happened. But it's also true that there's a subset of those folks who felt it was important for their claim to be properly vindicated for it to be heard by a judge in a public forum without mandatory confidentiality that is attended to arbitration. And [00:17:00] that the individual who is subject to this alleged discrimination or harassment or sexual harassment or whatever had happened to have been, that they were being deprived of the choice to bring this claim before a judge, that they felt that they deserved.

Speaker 4: And E-bay thought quite a bit about this internally and ultimately made a decision that arbitration remains available, but for any claim related to sexual harassment or sexual assault or anything of that nature, we were very confident that if employees [00:17:30] wanted to bring that claim, instead in front of a judge, we were okay with that. So we

made it made a public announcement and an announcement to our employees that any claim that of any kind of sexual nature, sexual assault, sexual harassment, things like that, it is the employee's choice. If they want to bring it in front of a judge, we will not move to compel. I mean, we will not force people to go to mandatory binding arbitration if they prefer to arbitrate it for their own reasons, that's selection is their choice. They're welcome to make their choice, but we would not be enforcing the agreement that they signed on the right end to [00:18:00] their E-bay employment.

Speaker 4: And there's also, this is something that we wanted to do for our employees to make sure that they had a forum choice with regard to these particular types of claims. It just felt particularly important to do so in 20 19, 20 20, but there's also a public relations issue. So they're not saying we did this for public relations gain, but we wanted it to be known that we, as a company, see our employees a particularly valuable, and they're the core of our business and they meet E-bay what it is. And if there's something that they feel needs to be vindicated [00:18:30] in core, we're not hiding behind anything. We're not trying to keep anything secret. We're not trying to pull the wool over anyone's eyes. If being in court is something that is particularly important in this particular case, the choice is yours to the employee, and we feel comfortable staying behind that. And we encourage employees to avail themselves of whatever forum they see fit for their particular claim.

Speaker 3: I'm going to go out on a limb here and say eBay's PR team is very happy with your response. I think that was great. I almost want to give you a round of applause.

Speaker 4: [00:19:00] I appreciate that. Yeah, I do think they were happy with this, but it was a little just joint conversations between the two sides. I mean, PR and our comms team has their goals, certainly. And they're not always exactly aligned with mitigating employment risks. But I think in this space, everyone's interested in goals and decision making was pretty much aligned in the same direction. And I feel great about the way we handled it. And I think a number of other companies have done the same and we were near the forefront of this, not first, but by no stretch anywhere near in the middle of the pack, if not last. And I know a number of companies have [00:19:30] followed the same idea, and I think it's for the best just for employees across industries.

Speaker 3: Certainly, certainly let's move on a bit because there are some pros and cons with the limitations to arbitration, but I think we should discuss how to draft an arbitration agreement. If an employee makes a decision to use an arbitration agreement in the workplace, the next question is, how do I do it? Because if you do it wrong, a plaintiff's counsel could try to point to case law allowing the court to refuse to enforce the arbitration

Speaker 4: [00:20:00] Agreement. Yeah, absolutely. Rolling these out just right as is no mean feat and absolute subjects. You to legal challenge. The starting point really is that despite the federal arbitration act, it judges going to scrutinize any arbitration agreement and the way you rolled it out on the merits on the words of the agreement itself, it is a contract general contract defenses still apply most commonly substantive and procedural unconscionability. If there's any reason in which it's unconscionable, either as to process

or substantively, it might not be enforceable, [00:20:30] but really this is primarily governed by Armandarez V foundation of health psych air services, Inc. It's a, it's a case that basically calls for arbitration agreements under the fair employment housing act claims. And it ties that fundamental policy to ensure that the arbitration agreement is providing for a neutral arbitrator providing for more than minimal discovery recording a written decision, a written award from the arbitrator, from the neutral providing for all types of relief that would otherwise be available in court, not [00:21:00] limiting the types of relief and also not requiring employees to pay an unreasonable cost or arbitrator fee or any other expense as a condition of accessing that forum.

Speaker 4: All of which make good sense. The point I think is to make sure that employers are not overly burdened or overly limited by virtue of going to arbitration over, going to court. And of course, case law continues. These have been developed further and further, and there was a California Supreme court decision last year, OTO vs co it's a great place to start and jump into this where among other things [00:21:30] that case stood for is that an underappreciated element of arbitration agreements is the importance of making certain that the presentation and signing process itself has done correctly and fairly in a way that does not disadvantage the employee or is procedurally unconscionable in one way or another.

Speaker 3: You've made your PR team proud. And now you're making me proud for someone in charge of global employment. I'm glad to hear you're paying attention to California cases.

Speaker 4: Yeah. I mean, eBay's based in California, California is its own animal in this space and it gets super complicated. So we can't [00:22:00] take our eye off the California ball whatsoever.

Speaker 2: Sure. I couldn't agree more with that. Maybe we could talk a little bit more about the, kind of the facts of the case because there are some trip hazards identified in the OTO co case that you mentioned just a few minutes.

Speaker 4: Yeah. So the California Supreme court is basically said that had the employer done even a few things differently. This would have been a very different case. I think that's a quote. This would be a different case if the quote and some of the things the court identified that not any one of them, but together proved fatal was [00:22:30] the agreement was in a single paragraph with 51 lines of text and small font, like seven or eight point font that there were complex sentences. There was a sentence that was 12 lines, long unexplained, statutory references, legal jargon. It was presented to the plaintiff by a low-level employee who literally stood next to him while he signed it. The plaintiff didn't have time to read the agreement, ask questions, wasn't given a copy afterwards. If it was not clear as to who would pay for the arbitrator, [00:23:00] that was complex legal, statutory language.

Speaker 4: And ultimately the agreement did not explain how to bring a dispute to arbitration if you want it to. So any one of those things together doesn't sound great. It doesn't sound particularly fair and together it makes clear that this was not most particularly fair

process, really at the end of the day, the facts of this case are a perfect example of how a number of small issues each one upon the next upon the next can really impact the enforceability of an arbitration agreement. And as a good, how to, of what [00:23:30] not to do when you are considering rolling out an arbitration agreement and doing kind of the opposite is in some sense. Perfect.

Speaker 2: Yeah, I like that a how to, of what not to do. Yeah. That's um, and it, and like almost anything in California, right. There are just so many ways to do it wrong. These ended up, you know, hitting quite a number of them and getting themselves in trouble. One other drafting note, we kind of touched on this a little bit earlier is, is those Pogba cases, the private attorney general act cases, you know, state courts have found that pre dispute agreements to arbitrate Pega cases are, [00:24:00] are unlawful. And, and so that's another thing to kind of watch out for you. Don't want to have a, have an arbitration agreement out there that tries to bring in those Pago representative actions. The rationale there of course, is that Pega is a, is an action that a right, that belongs to the state itself. And so the employee isn't even empowered to, to waive a pocket claim.

Speaker 3: That's a very good reminder. Actually, one of the benefits to an arbitration agreement is the ability to include class action waivers. But in light of the recent court [00:24:30] rulings, many employers started to draft their class action waivers to express the state that they do not include pocket

Speaker 2: Claims. Thank you, Amir, for, um, bringing us up to speed on all things arbitration. So let's just kind of just quickly, I'll quickly sum us up arbitration agreements that can be powerful arbitration agreements. Plus a class action waiver can be a really good tool for employers to think about, but we do have to weigh the pros and cons there's. There are a lot of things to think about in this space. I think we identified a lot of them. There's expense there's PR there's, [00:25:00] you know, there, there might be good reasons that a company would say that we want to have some of, uh, some of these claims at least available to be heard in court. We also talked a little bit about AB 51, which, you know, she could become law. Eventually. We don't know. So something to keep an eye on and AB 51 potentially bars imposing, uh, arbitration agreements as a condition of employment. So like we said, that law is enjoined, but if it comes back into play, it's going to be important. We got to stay

Speaker 3: Ahead of it. We have a tradition of asking each guest [00:25:30] about a wild or interesting labor and employment story. Do you have something for us? And just so you know, there's a lot of pressure because you have to be the reason we get Ryan's mom to love this podcast. Have it be number one in her?

Speaker 4: So I've got to say, when you told me that we were going to be talking about arbitration agreements, and I knew just from the scenes of the pond in the past that there's a tradition of dropping a crazy employment story. I can't help, but say that I was more nervous about trying to come up with something right here that I was talking about the details [00:26:00] of the FAA or arbitration agreement, drafting of those final legal points, which I think kind of says something about me as a person that is not necessarily a compliment, but something that has been making me laugh is a story from a couple of

years back where we were doing a small reduction for us, a couple of folks were being eliminated from our office in outside of Seattle. And some of them, our HR team went up there, the kind of process that I managed remotely, I'm not up there or whatever it is and something I get a phone [00:26:30] call and the HR person says, uh, sat down with this particular employee to begin the meeting in which we were going to terminate their employment.

Speaker 4: She said he had to use the restroom, got up and left. And that was 30 minutes later. He's been in that bathroom the entire time and we've knocking, he's not responding. And I said, all right, that's kind of hold on one second. I'm getting another call. And I get another call. And it's from the folks who manage our ethics hotline. And the guy from the stall has called into our ethics hotline, demanding to speak with an employment lawyer. And our employment law team [00:27:00] is not big. So it gets to me and I talked to the guy, the guy is literally sitting in a locked bathroom stall refusing to attend a meeting, which I think he's come to realize is the termination of his employment. Like I get that, that meeting is not a pleasant thing to go through, but that this is all completely true.

Speaker 4: I swear to you. So I said to the guy, look, man, I, I'm not sure what you know about this meeting has taken place, but there are tough conversations in life. And the right thing to do is to step up there, be professional, walk out and have the conversation about whatever it's going to be and [00:27:30] whatever it's going to be. And we'll be fine. You'll be all right. The next thing is, we'll work out. We've got a decent severance package in this. We try to do right by our employees. There's all kinds of services we provide. So come on, let's step up, flush that toilet, open that door, wash your hands and step out there and, and have, have the meeting. And he was a little hesitant, but I kind of walked him through it. And he kept me on speaker, like getting up, washing his hands, doing the whole thing.

Speaker 4: And he insisted that I stay on speaker during the term meeting itself, which I mean, I was happy enough to do, but it's just so like the [00:28:00] reaction was so kind of bizarre to me and the meeting went great. He was perfectly professional. It was totally normal. There was nothing amiss about it. It just took 40 plus minutes from the way it started to when it actually got going, because he sat there in the bathroom the whole time. And I know people got nervous. I've heard all kinds of reasons. I know these are tough meetings. I'm not trying to, trying to minimize, but sitting in the bathroom for 40 minutes is something I'd never heard anyone do before. So I thought that was, you know, true sense, a unique situation that has been making me chuckle over the years ever since.

Speaker 2: Wow. [00:28:30] That is so strong. If you were, if you were worried before, you should not be a what that's, that's amazing. And it also gives us all strategies for how to cope with those difficult meetings. Just make sure you wash your hands, you know, so, so Amir, thank you so much. That was fantastic. Close to, to a great episode. It's great to have you on. Thanks so much. So that brings us to a close ladies and gentlemen, please be sure to tune in next time, we'll be discussing just another employment issue. I can't wait to bring [00:29:00] us all back together. So, you know, as we've been saying, life

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happens at work. Sometimes it's weird. Like Amir has just illustrated profoundly. In the meantime, please email us at theperformancereview@gtlaw.com that's performance review@gtlaw.com with any thoughts, future topics, wild stories of your own. And please just remember to hit the subscribe button on your podcast platform. Thank you so much for joining us on the performance review and we'll catch you next time.
[inaudible].