



WEIL'S SCOTUS TERM IN REVIEW

May 28, 2026

Supreme Court Confirms Local Drivers Are Not Necessarily Subject to Federal Arbitration Act

By Zack Tripp, Josh Wesneski, and Ryan Hor

Today, the Supreme Court in [Flowers Foods v. Brock](#) unanimously held that, at least sometimes, local delivery drivers may fit within the Federal Arbitration Act's § 1 exemption for interstate transportation workers; such workers do not necessarily need to cross state lines or interact with a vehicle that does.

The Federal Arbitration Act generally requires courts to enforce private arbitration agreements as written. But it does not apply to “contracts of employment” of “seamen, railroad employees, or any class of workers engaged in ... interstate commerce.” 9 U.S.C. § 1. That exemption for interstate transportation workers has been the subject of several recent Supreme Court decisions.

In this case, Flowers Foods Inc.—the makers of Wonder Bread and other baked goods—sought to compel arbitration in a lawsuit filed by a delivery driver who worked exclusively within Colorado. The driver, Brock, opposed arbitration on the ground that Section 1 exempts him. The lower courts agreed with the driver. Flowers Foods sought and obtained certiorari on the question of whether a person can qualify as a transportation worker if that person does not cross state lines or interact with a vehicle that crosses state lines.

The Supreme Court affirmed, unanimously rejecting that categorical rule in a short eight-page opinion. Writing for the Court, Justice Gorsuch explained that, “[a]t least sometimes, a worker who transports goods on an intrastate leg of an interstate journey can qualify for §1’s exemption without satisfying either of those criteria.” Justice Gorsuch further reasoned that this interpretation comports with analogous cases involving the Constitution’s Commerce Clause at the time Congress enacted the Federal Arbitration Act in 1925. Neither the statute nor that historical precedent supported Flowers Foods’ effort to categorically require actual interstate movement or interaction with an interstate vehicle.

The decision is exceptionally narrow. The Court emphasized that it decided only that workers are not categorically outside the scope of Section 1 when they do not personally cross state lines or interact with vehicles that do. The Court expressly refrained from addressing, more broadly, the scope of Section 1 or what constitutes a “contract of employment” sufficient to fit within Section 1. Likewise, it did not consider whether Section 1 would apply if a person takes title to the goods before reselling them locally. Because of how narrowly Flowers Foods framed the question presented, those issues remain unresolved by the Supreme Court.

If you have questions concerning the contents of this alert, or would like more information, please speak to your regular contact at Weil or to the authors.

Weil's SCOTUS Term in Review is published by the Appeals and Strategic Counseling practice of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, +1 212 310 8000, www.weil.com.

If you have questions concerning the contents of this issue, or would like more information about Weil's Appeals and Strategic Counseling practice, please speak to your regular contact at Weil, or to the editors or practice group members listed below:

Practice Co-Heads:

[Robert B. Niles-Weed](#)
Appeals and Strategic Counseling
New York
+1 212 310 8651
robert.niles-weed@weil.com

[Zack Tripp](#)
Appeals and Strategic Counseling
Washington, D.C.
+1 202 682 7220
zack.tripp@weil.com

Authors:

[Zack Tripp](#)
Appeals and Strategic Counseling
Washington, D.C.
+1 202 682 7220
zack.tripp@weil.com

[Josh Wesneski](#)
Appeals and Strategic Counseling
Washington, D.C.
+1 202 682 7248
joshua.wesneski@weil.com

[Ryan Hor](#)
Appeals and Strategic Counseling
New York.
+1 212 310 8385
ryan.hor@weil.com

© 2026 Weil, Gotshal & Manges LLP. All rights reserved. Quotation with attribution is permitted. This publication provides general information and should not be used or taken as legal advice for specific situations that depend on the evaluation of precise factual circumstances. The views expressed in these articles reflect those of the authors and not necessarily the views of Weil, Gotshal & Manges LLP. If you would like to add a colleague to our mailing list, please [click here](#). If you need to change or remove your name from our mailing list, send an email to weil.alerts@weil.com.