IN THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

United States Court of Appeals
Fifth Circuit
F I L E D
April 3, 2009

Charles R. Fulbruge III
Clerk

No. 08-50476

CYNTHIA ZAMORA,

Plaintiff–Appellee,

v.

SWIFT TRANSPORTATION CORPORATION,

Defendant–Appellant.

No. 08-50546

CARLOS CASTANEDA,

Plaintiff–Appellee,

v.

SWIFT TRANSPORTATION CORPORATION,

Defendant–Appellant.

No. 08-50631

ALBERT ZAMORA,

Plaintiff–Appellee,

v.

SWIFT TRANSPORTATION CORPORATION,

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

Nos. 08-50476, 08-50546, 08-50631

Defendant–Appellant.

Appeals from the United States District Court
for the Western District of Texas
USDC Nos. 3:07-CV-452, 3:07-CV-369, and 3:07-CV-400

Before GARWOOD, OWEN, and HAYNES, Circuit Judges.

PER CURIAM:[*]

Swift Transportation Corporation (Swift) appeals the denials of its motions to compel arbitration in three separate cases brought against it by former employees. The cases below came before three different district court judges, each of whom correctly concluded that the respective arbitration agreements at issue were illusory because Swift reserved the right to revoke or modify the agreements at any time without notice.[1] Accordingly, Swift's motions to compel arbitration were appropriately denied. AFFIRMED.

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[*] Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

[1] *See J.M. Davidson, Inc. v. Webster*, 128 S.W.3d 223, 230 & n.2 (Tex. 2003).