

Loyola of Los Angeles Law Review
Loyola of Los Angeles Entertainment Law Review
Loyola of Los Angeles International and Comparative Law Review

2025 WRITE-ON COMPETITION

LAW REVIEW INFORMATIONAL PACKET

(With Helpful Hints for Preparing Your Paper)



Loyola Law School
Loyola Marymount University
Los Angeles

WRITE-ON INFORMATION HANDOUT 2025

Hello and Welcome to the 2025 Write-On Competition!

LMU Loyola Law School is home to three law review journals that participate in the Write-On Competition: the *Loyola of Los Angeles Law Review*, the *Loyola of Los Angeles Entertainment Law Review*, and the *Loyola of Los Angeles International and Comparative Law Review*.

Each journal selects its new members through a single combined Write-On Competition. Students participate by completing a citation exercise and writing a “note” about legal issue selected by the Chief Note & Comment Editors of all three journals. Each journal then uses its own selection and grading process to select candidates.

In this handout, you will find useful materials to guide you through the write-on process. This packet includes:

- (1) Descriptions of All Three Law Reviews
- (2) Frequently Asked Questions
- (3) Helpful Hints for Drafting Your Note

You can also find information online about the write-on competition at [Loyola's website](#). Please read this packet *carefully*.

Please do not hesitate to email us at write-on@lls.edu if you have additional questions. You should ONLY use this email PRIOR to packet distribution. In order to ensure the integrity of the law reviews' blind grading processes, if you have questions AFTER packet distribution on Wednesday, May 14, 2025, all questions must be directed ONLY to Professor Stephanie Der and the administrative coordinator, Colin Goward, using the email address: LRAdmin@lls.edu.

Good luck on your exams! We look forward to reading your submissions.

Sincerely,

Anthony Antonyan, Paul Simpson, and Phoebe Sanders

Chief Note & Comment Editors of *LLR*, *ELR*, and *ILR*

LAW REVIEW INFORMATION

LOYOLA OF LOS ANGELES LAW REVIEW

The *Loyola of Los Angeles Law Review (LLR)* is Loyola's flagship law review and also its oldest, celebrating its fifty-ninth volume in the 2025–2026 academic year. Since 1968, *LLR* has published articles written by prominent legal scholars, professors, practitioners, and Loyola students. *LLR* typically releases four issues per year, all of which include student-produced work. *LLR* is not confined to any one field of law; contributors are free to write about any pertinent legal topic they wish.

LLR has two main goals: (1) to promote and advance legal scholarship, and (2) to provide students with an unparalleled opportunity to develop superior legal writing, research, and editing skills.

Why Join *LLR*?

Distinguish Yourself in the Job Hunt. *LLR* membership is a prestigious mark of academic distinction that enhances your resume and competitiveness throughout your career. Members receive constant opportunities to hone their research, writing, and analytical skills, adding value to their law school experience. Further, prospective employers—Big Law firms, federal judges/clerkships, government entities, public interest groups, and boutique firms—all look very favorably upon flagship law review members. Wherever your career takes you or whatever your goals may be, *LLR* membership is incredible recognition you will always carry with you.

Publish Your Scholarly Work. *LLR* members are some of the best student writers in the school, and as such are given the incredible opportunity to publish their own writing in *LLR*. Publication is a *huge* accomplishment that distinguishes you by demonstrating your work ethic and legal writing to employers and judges. Volumes typically include roughly twenty student submissions. The possibilities of topics are virtually limitless, so writers will often use this opportunity to explore new areas of law they find themselves interested in. Recent topics of student work range from homelessness crisis reform and health insurance regulation to the effect of California labor law on professional gamers.

Networking. *LLR* offers students the opportunity to develop meaningful and lasting relationships with students across sections and class years, as well as with professors. On *LLR*, your peers are there to support you, so we host a variety of social activities and events to encourage members to connect and engage with each other even outside the production cycle. *LLR* also holds networking events with *LLR* alumni, who share their insights and experiences to help *LLR* members achieve their career goals.

Satisfy the Upper-Division Writing Requirement. Members can fulfill Loyola Law School's upper division writing requirement if they elect to write. *LLR* members can write a Note, Comment, or *Developments* Note (explained below). Successful completion of any one of these three options will fulfill the requirement, so long as a faculty supervisor determines that the student's work complies with all of the upper division writing requirements.

Receive Class Credit. First year staffers receive one (1) unit of *pass/fail* academic credit for each semester of participation on *LLR*, for a total of two (2) credits over the course of the year.

How Does LLR Select Its Members?

After the write-on competition concludes, *LLR* invites the top scoring contestants to join as members. The scores are broken down as follows: 45% note, 30% citation exercise, and 25% Legal Research & Writing grade. The essay and citation grades are based on an average of several scores. Because transfer applicants lack an LLS Legal Research & Writing class grade, their score weights are adjusted accordingly.

When Does LLR Begin?

LLR is a year-long commitment that begins in early August. Before the fall semester begins, there is a mandatory orientation and training session. At that time, you will receive your first editing assignment. You are encouraged to begin thinking of legal topics to write about as soon as you are invited to join *LLR*.

What Type of Work Do Staff Members Complete?

First year staff members are essential to *LLR*'s success. Here is what to expect:

Article Review, Source Collection, and Citations. Your primary job will be to edit articles and ensure that they are error-free and publication ready. This includes researching and collecting the sources the articles cite, verifying quotations and information that articles reference, properly formatting footnotes and citations in according with the *Bluebook*, and making stylistic revisions according to the *Chicago Manual of Style* and our internal style guide. Editing can be challenging and time-consuming, but you will receive guidance from *LLR* editors along the way, and engaging in the process will give you invaluable knowledge and understanding of the intricate aspects of legal writing and research.

Complete Office Hours. *LLR* aspires to be a community of like-minded, dedicated, and driven students. Accordingly, members are expected to spend an enumerated number of hours a week in the *LLR* office. Members often use this time to complete *LLR* assignments, work on other law school assignments, or socialize with other *LLR* students. Members have 24-hour access to the *LLR* office and don't worry—we provide the snacks.

Attend LLR Production Days. You must attend all scheduled "Production Days," which occur on designated weekends during the academic year (typically two each semester). Production Days are announced at the beginning of the year and are an integral part in the editing process.

Symposium. Each year, *LLR* hosts a Symposium where we welcome leading practitioners and scholars to discuss an especially timely legal issue. Symposium usually features a series of panels or presentations where scholars present their articles and exchange ideas related to a chosen theme. Traditionally, the Symposium is held in the Spring, and the corresponding issue is published later that Spring. Not only is it an eye-opening experience for *LLR* staffers to engage with their work in a tangible way, but it is also a great way for the general LLS student body to engage with the Law Review and legal scholarship.

LLR's Writing Opportunities. Law Review provides its staff members with three unique writing opportunities. Those electing to write will be assigned a supervisory Editor to assist and guide you throughout the process. Successful completion of each of these writing options requires approval by a faculty supervisor. Students have the option to write (1) a Comment focusing on a recent and notable case, (2) a Note delving into a narrowly defined legal topic, or (3) if preselected for publication in the *Developments* issue, a Note addressing a developing area of law specific to California.

The Comment, Note, or *Developments* Note must exceed 7,500 words, not including footnotes, to satisfy the upper division writing requirement. A student who successfully completes one of these three options can earn two (2) *graded* credits, in addition to the two (2) *pass/fail* credits described above.

What Happens After the First Year of LLR?

In the second semester of your first year on *LLR*, you can apply for editorial positions for the following year. There are a variety of editorial positions, and you will have the opportunity to interview current editors to determine which position will be the best match for you. The current editorial board selects the incoming editorial board. You may also elect to return as an editor. Editors earn two (2) units of credit per semester and have additional opportunities for publication.

We strongly encourage you to participate in the Write-On Competition and wish you the best of luck!

**If you have any questions about *LLR* or about student writing opportunities,
please reach out to Chief Note & Comment Editor Anthony Antonyan at
Anthony.Antonyan@lls.edu**

LOYOLA OF LOS ANGELES LAW REVIEW

DEVELOPMENTS 2025 – 2026

WHAT IS *DEVELOPMENTS*?

Developments is a specialized issue of *LLR* focused on developing areas of California law that seeks to place Loyola and its excellent student writers at the forefront of the California legal community. Only five student authors for *Developments* are hand-selected each year based solely on the quality of their Write-On Competition submissions. Selected authors work closely with an editor and faculty sponsor throughout their 2L year to produce an in-depth Note on a timely and emerging issue in California law of their choice.

WHY PARTICIPATE IN *DEVELOPMENTS*?

You Get Published. As a *Developments* author, you are virtually guaranteed publication. This is a prestigious and rewarding accomplishment that employers and judges look upon favorably. *Developments* authors also receive priority in topic selection over general *LLR* note writers.

Your Resume Stands Out. Authors are notified of their acceptance into *Developments* over the summer. This allows authors to inform prospective employers (e.g., Fall OCI) of their preselection for publication, which separates authors' resumes and interviews from the crowd.

You Have an Impact. *Developments* authors get to write an article based on a specific area of developing California law. Authors have the chance to cultivate expertise in a chosen field, engage with the field's professional community, and impact emerging issues they are passionate about.

It Counts Towards Your Degree. *Developments* satisfies Loyola's upper division writing requirement, and upon completion, authors receive two course credits.

HOW TO APPLY FOR *DEVELOPMENTS*?

No additional work is required to apply. All submissions will be automatically considered for *Developments* unless the applicant has chosen to opt out. To opt out, check the "I would NOT like to be considered for *LLR* Developments" box on the Confidential Information Form completed in Brightspace when uploading your submission. Of all interested applicants matched with *LLR*, the five with the highest graded submissions are invited to join. Factors for grading include organization, clarity, cogency, and effective use of the source materials. All applicants—including day, evening, and transfer students—may be considered for *Developments* through this process.

Please note that *Developments* is a significant time commitment. Authors' work will begin in August and continue throughout the school year. However, *Developments* does not conflict with any other LLS activities or opportunities.

If you have any specific questions about *Developments*, please contact Chief Developments Editor Roz Kohan at Roz.Kohan@lls.edu.



The Loyola of Los Angeles Entertainment Law Review (ELR) is entering its forty-fifth year of production. Since 1981, *ELR* has been an authoritative source for professional and scholarly articles on entertainment, sports, communications, and intellectual property law, and more.

ELR is distinctive among law reviews and legal journals because it is one of the few scholarly publications dedicated exclusively to legal development in the entertainment field. LMU Loyola Law School's location in the entertainment capital of the world creates a unique opportunity for staff members to write Notes or Comments that ultimately can change the law. *ELR*'s readership includes leaders in the entertainment world, such as judges, educators, lawyers, agents, managers, and artists. *ELR* retains its preeminence in the industry through its close contacts and continuing relationships with those at the forefront of legal developments.

WHAT IS ENTERTAINMENT LAW?

ELR staff writers find that they can explore virtually any area of law in an entertainment context. Entertainment law is a vast subject area encompassing complex legal issues in:

- Constitutional law
- Anti-trust litigation
- Bankruptcy law
- Contracts law
- Corporate law
- Tax law
- Communication regulation
- Labor and employment law
- Sports arbitration
- Intellectual property rights such as copyright, trademark, and patent
- Publicity law

As the world becomes technologically interconnected, entertainment issues have also become prevalent on an international level. Consequently, entertainment law encompasses areas such as international trade and taxation, finance, and immigration.

OUR MEMBERSHIP POLICY

The 2025–26 editorial board seeks talented, dedicated, and hardworking staff members to contribute to *ELR*'s continued success. Each year, *ELR* welcomes at least 30 staff members to join in the publication of three issues. Each staff member, with the guidance of an editor, has the opportunity to author a piece of legal scholarship to be considered for publication in the journal. Students have the option to submit either a longer Note or Comment (that may fulfill the school's upper-division writing requirement) or a shorter essay. The journal offers staffers flexibility with

page length and several different timelines to accommodate students' diverse needs. Writing the Note or Comment requires topic research, consultation with law professors and other subject matter experts, production of at least two drafts within established deadlines, and a demonstrated understanding of the Bluebook.

Throughout the production cycles, all staff members are required to complete cite-checking assignments to verify the substantive and technical accuracy of the articles. These assignments include researching and editing student-written Notes or Comments as well as outside articles submitted to *ELR*, to prepare them for publication. The assignments will begin in early fall and continue throughout the school year under strict deadlines. The production cycle culminates on Production Day, when staff members perform a final proofreading of the articles for grammatical and footnote corrections prior to publication. Production Days are typically held on Saturdays or Sundays and offer an opportunity for all staffers and editors to come together.

ELR membership is a commitment that lasts throughout the academic year. Each staff member must contribute time dedicated to *ELR*-related work and participate in office hours. Staff members who wish to remain on *ELR* after their first year must apply for an editorial position for the following year. Each spring, members of the current Executive Board select new editors based on the applicant's qualifications, performance as a staff member (i.e. adherence to deadlines), and demonstrated interest in the continued success of the law review.

ADVANTAGES OF MEMBERSHIP ON *ELR*

Prestige

ELR membership ensures your resume stands out in the competitive legal landscape. *ELR* is a mark of academic distinction that employers in any career path, from corporate to government or public interest sectors look to when evaluating the strength of an applicant's research and writing skills. Since *ELR* typically publishes three issues per year, we offer our staff writers a unique opportunity to hone these skills in preparation for summer employment. Additionally, *ELR* gives its staff writers opportunities to be published. Article publication is a significant accomplishment that the legal community will recognize for the rest of your career.

ELR is a distinguished entertainment publication, and many articles help influence legal changes. As just one example, the California Supreme Court in *Marathon Entertainment, Inc. v. Blasi*, 42 Cal. 4th 974 cited an *ELR* article in 2008. The California State Legislature also used a student-written article published in *ELR* to draft California Civil Code § 1708.8, a statute that seeks to protect the personal privacy rights of celebrities from overzealous paparazzi.

Growth

ELR provides a distinctive avenue for cultivating knowledge and skills that go beyond conventional classroom and internship experiences. Through a rigorous editorial process and immersion in real-world case studies, *ELR* members cultivate a comprehensive grasp of entertainment law principles and practices. The collaborative nature of *ELR* and the wide breadth of topics covered in articles foster an environment where members not only deepen their understanding of legal concepts but also immerse themselves in industry jargon. This exposure,

equips them with the confidence and capability to initiate and hold informed conversations with prospective employers, which helps to demonstrate a candidate's proficiency and adaptability in navigating the intricacies of the legal landscape.

Symposium

Every year, *ELR* hosts the Loyola Law School Entertainment Symposium. This multi-day event allows staffers to interact with entertainment industry professionals ranging from studio executives to lawyers in the top law firms. This past year, the speakers included Carron Mitchell, Ellie Heisler, and Sonia Nayak, partners at Nixon Peabody, LLP; Derrick A. Davis, general counsel at Angel City Football Club; Whitney Unruh, Senior Vice President at Wasserman Media Group; and keynote speaker Natalie LeVeck, senior counsel at Google. While the Executive Board secures the speakers, staffers can participate in moderating these panels and engaging with the panelists.

Alumni Network

Due to *ELR*'s distinguished history, staffers receive access to an extensive alumni network. *ELR*'s alumni network offers invaluable support and guidance to our members. *ELR* alumni work at some of the nation's top law firms, entertainment/sport agencies, corporations, and government offices, as such *ELR* encourages its staffers to learn from those who succeeded before. *ELR* sponsors alumni panels and events, which cater to students who seek mentorship during their law school years and beyond.

Community

ELR offers a fun and intellectually stimulating environment to explore the cutting-edge legal issues of today. Members join a community of intelligent, fun, like-minded students, providing an ideal environment for entertainment-based scholarship. *ELR* creates teams to perform production duties based off similar interests and encourages staffers to stay connected throughout the entire production cycle. Beyond working hours, *ELR* hosts regular social events to keep members constantly entertained, engaged, and supported.

Upper Division Writing Requirement and Getting Published

Each staff member who satisfactorily completes a Note or Comment can fulfill LMU Loyola Law School's upper division writing requirement (UDWR) for graduation and earn two graded credits from their supervising faculty member (see Student Handbook for details). These graded credits will not be competitively curved against any other student.

In addition to earning one pass/fail credit per semester, the staff members will have the opportunity to publish their work and develop a relationship with their faculty supervisor. To receive UDWR credit, staff writers must complete a well-researched article consisting of at least 7,500 words excluding footnotes, double-spaced, in 12-point Times New Roman font. The staff member's final draft must also receive a passing grade and approval from their individual Note and Comment Editor. The articles are then given to the Executive Board and Faculty Advisor for final approval.

While shorter essays will not satisfy the UDWR, these submissions will be considered for

publication by the Board alongside traditional Notes and Comments. Essays range from 4,500 - 7,000 words including footnotes (roughly 15 double-spaced pages as opposed to the minimum 33 pages for a Note or Comment). These shorter essays can provide a staffer more of an opportunity to be published.

Staff members have the unique opportunity to see their work published, enhancing their visibility and credibility within the legal community. This publication serves as a distinguished accomplishment, showcasing expertise and dedication to advancing legal scholarship.

Class Credit

Each staff member will receive one pass/fail credit per semester (for a total of two pass/fail credits for the year) upon satisfactory completion of the staff member's *ELR* duties. Each staff member who chooses to complete a Note or Comment will receive an additional two graded credits for the year. In their second year, each editor who fulfills their obligations receives two pass/fail credits per semester for a total of four credits for the year. The Editor-in- Chief can elect to receive one additional credit for a maximum of five credits for the year.

WHAT TO EXPECT

Staff members are required to attend an orientation approximately 1–2 weeks before the start of the fall semester. The orientation is hosted by the editorial board and consists of an informational meeting and training workshop. Subsequently, cite-checking assignments will be distributed on a regular basis throughout the year. *ELR* encourages all students, especially those interested in an entertainment-related field, to choose *Entertainment Law Review*.

WRITE-ON COMPETITION GRADING DISTRIBUTION

There are three components to the write-on competition grading, 1) the competitors' Legal Research and Writing grade, 2) the competitors' write-on competition note score, and 3) the competitors' write-on competition citation exercise score. For current Loyola students, *ELR* allocates the following weights to each component of the grade for the final consideration of applicants' ultimate admission to *ELR*: 25.5% LRW grade, 49.5% essay score, and 33% citation exercise. For transfer students, one-third of the score is based on the citations exercise, while two-thirds of the score are based on the essay.

**If you have any specific questions about *ELR*, please contact
Chief Note & Comment Editor Paul Simpson at Paul.Simpson@lls.edu**



LOYOLA OF LOS ANGELES INTERNATIONAL AND COMPARATIVE LAW REVIEW

Since 1978, the International and Comparative Law Review (*ILR*) has published articles written by prominent legal scholars, including professors, attorneys, and jurists worldwide.

ILR also publishes quality student articles, generally referred to as “Notes” or “Comments.” During the 2024–2025 school years, our staffers diligently wrote insightful notes and comments on various global matters. Topics ranged from approaches to limiting false guilty pleas in the United States and England to curbing patent trolls in the US and Canada and to the role of economic sanctions in international arbitrations. *ILR* fosters an environment where our staffers are empowered to actively engage in the discourse surrounding pertinent international issues that resonate with their interests.

ILR also runs the unique and prestigious Inter-American Court of Human Rights (IACHR) Project. This project offers students the opportunity to write case summaries that are published on the IACHR database maintained by LMU Loyola Law School. See below for more details.

MEMBERSHIP BENEFITS

Distinction: *ILR* stands as a point of distinction for resumes and job applications, demonstrating that members have acquired a high level of technical ability, writing skills, and professional discipline. Furthermore, membership at *ILR* shows employers that candidates are interested in multicultural legal topics and matters of international consequence.

Skill Building: *ILR* offers Loyola students the opportunity to critically analyze current international issues from a legal perspective and build practical skills that will assist them in becoming better lawyers. As a 2L *ILR* staff member, you will hone your critical thinking, legal research, writing, and editing skills. As a 3L *ILR* editor, you will further develop leadership and management skills.

Publication: Each year *ILR* publishes several high-quality student Notes and Comments. Having a published article speaks highly of your legal analysis and writing skills and is valued by future employers. Students who participate in the IACHR project are most likely guaranteed publication on the IACHR database.

Networking & Community: By joining *ILR*, Loyola students have access to a tight-knit community on campus and a large network of *ILR* alumni. Our large office serves as both a superb work environment and a much-needed nexus of great conversation, mentor support, and good coffee.

Satisfying the Upper-Division Writing Requirement: By submitting a qualified Note or Comment or participating in the IACHR project, students will fulfill their Upper-Division Writing Requirement and earn two *graded* credits from their supervising faculty member.

SELECTION PROCESS

Each year *ILR* selects highly skilled staff members based on the quality of their write-on competition submissions. Membership is open to day students entering their second or third year and evening students entering their third or fourth year. After the write-on competition concludes, *ILR* invites high-scoring contestants to join as members. The scores will be broken down as follows: 50% essay response, 25% citation exercise, and 25% Legal Research & Writing grade. The essay and citation grades are based on an average of several scores.

WHAT TO EXPECT

ILR is a year-long commitment that will begin in August. **There will also be a mandatory orientation in August before the start of the fall semester.** *ILR* staff members will receive one pass/fail unit per semester, as well as two graded units if they choose to write a Note or Comment or participate in the IACHR Project. Assignments are handed out on a weekly basis and deadlines are strictly enforced.

MEMBERSHIP RESPONSIBILITIES

All *ILR* members are staff members for their first year on the law review and play a crucial role in publication. *ILR* staff members have the following responsibilities:

Article Revision, Editing, and Cite-checking Assignments: In order to prepare scholarly articles for publication, staffers work under the supervision of 3L editors to review articles for grammar and substantive errors, correct citations to bring them into Bluebook compliance, and verify the authors' cited sources for accuracy. This detail-oriented review is necessary to ensure that the articles are ready for publication and gives staffers the experience that will enable them to take their legal research and editing skills to the next level.

Production Days: Each staffer must attend scheduled "Production Days" on designated Saturdays or Sundays during the school year. There will be approximately two Production Days in the fall and two in the spring semester.

Symposium Day: Each staffer must attend the scheduled "Symposium Day," which is held on a designated Friday during the Spring Semester.

MANDATORY INTERNATIONAL LAW COURSE

ILR staff members who have not already completed Introduction to International Law as a 1L elective or enrolled in a qualifying summer offering **must** take one international law course in either their first or second semester of their second year. (NOTE: International law course offerings are typically more limited in the Spring semester, and there is less time to employ the knowledge gained in the service of the review. So, staffers are encouraged to take an international course that satisfies this requirement in the Fall 2024 semester). Participation in an international law-focused summer abroad program sponsored by an ABA-accredited law school may satisfy this requirement. The list of required courses will be determined prior to fall registration.

WRITING

We strongly encourage each staffer to either write a Note or Comment or participate in the IACHR Project. In addition to earning two graded credits, students who write will have the opportunity to be published and develop a relationship with a faculty supervisor.

Note or Comment: The Note or Comment topic must be of contemporary international legal significance. Each staff member electing to write will select the subject of his or her Note or Comment at the beginning of the Fall or Spring semester. Note & Comment Editors support and guide staffers through the writing process in a collaborative, streamlined framework. Editors work with students to help them develop ideas, refine their writing, and make substantive improvements to each draft iteration.

Note: A Note is a law review article that addresses a legal issue and makes a novel and coherent argument about that issue. In keeping with the nature of our Review, the topic must be either *international* (discussing international laws, bodies, trends, conflicts, etc.) or *comparative* (comparing the laws/standards of different countries and analyzing how that conflict affects something/someone/etc.).

Comment: A Comment is an article that analyzes a court decision and the potential effect of that decision. While students may select a decision from a U.S. court, the bulk of the paper must discuss the potential effect of that ruling in another country or how another country has approached a similar issue.

Successive drafts of the Note or Comment are due on announced deadlines, with the final version due approximately at the end of the Spring or Fall semester. The staff member's final Note or Comment will satisfy the Loyola Upper Division Writing Requirement – provided that it meets the mandatory 7,500-word minimum length requirement and represents publishable quality – and earn the staffer two units of *graded* credit.

IACHR Project: The Inter-American Court of Human Rights (IACHR) is an international tribunal that renders decisions on human rights abuses in the Americas. Although the Court has rendered decisions since the 1980s, there were no detailed summaries of the decisions publicly available, which made human rights enforcement difficult, frustrating, and inefficient. Under the leadership of Professor Romano, ILR has provided a solution to this problem through the IACHR project. Since 2013, the IACHR Project has published summaries of IACHR decisions. The Project also launched a web publication and database of Court decisions and summaries, which scholars, students, and human rights practitioners use to improve the protection of human rights in the Americas. All IACHR staffers who satisfactorily complete their writing assignments will be guaranteed publication in IACHR's online journal, as the Project aims to publish all staffers' summaries. Staffers and editors are identified as coauthors in every published summary. The IACHR schedule is created so that the fall writing component is completed well before finals and the substantive writing is completed by February of the spring semester.

Each IACHR staffer completes several summaries of the Inter-American Court's decisions. Editors serve as summary co-authors and provide staffers with extensive feedback and support. In past years, IACHR staffers have written summaries on such subjects as the massacre of indigenous

people in Guatemala and El Salvador, forced disappearances in the Dominican Republic, and the mandatory death penalty in Barbados. Incoming staffers on the IACHR Project will have the unique opportunity to simultaneously learn about human rights issues, develop as writers and researchers, work as part of a close-knit team, and know that their work has a positive impact on others. Once the new *ILR* staffers are selected, we will solicit interest for new members for the IACHR project.

EDITORIAL BOARD

During the spring semester, current editorial board members elect and train staff members to serve as editors for the following year. There are many options for editorial positions, and you can meet with current editors to determine which position you are most interested in. Editors are selected based on their effort, quality of work, and overall contribution to *ILR* throughout the year. 3L editors receive two units per semester.

We encourage your participation in the write-on competition and look forward to your involvement next year as a member of *ILR*!

If you have any questions, we encourage you to email us at ilr@lls.edu and check out our websites at <http://digitalcommons.lmu.edu/ilr/> and <https://iachr.lls.edu/>.

Good luck with finals and the write-on competition!

FAQs

FREQUENTLY ASKED QUESTIONS

1. What is law review?

A law review is a student-run academic journal that publishes articles written by students, law professors, and other legal professionals. Law review editors (first year students serve as “staffers”) prepare these articles for publication by checking that the citations are correct and that the sources say what the author is asserting that they do. This work is very technical and detailed-oriented. A single production cycle, of which LLR has four, and ILR/ELR have three or four depending on the year, takes weeks to complete. The cycle culminates in a “production day” in which the article is reviewed by students in its entirety. Production days usually happen on a weekend day.

2. Who is eligible to enter the Write-On Competition?

The annual Spring Write-On Competition is open to:

- First- and second-year day students
- Second- and third-year evening students
- J.D./M.B.A. dual degree program students (please see item #9 below)
- Internal transfer students from the Evening Division to the Day Division who are completing their first year in the evening program
- Students on academic probation are eligible to participate in the Competition. However, only those students in academic good standing are eligible to become staff members. Thus, students must be removed from academic probation before they can be selected for membership. All students interested in becoming a member of ELR or ILR or LLR must complete a Write-On packet.

Eligibility: A student is defined as “eligible” to participate in the write-on competition if they are a qualified day, evening, or transfer student and adheres to all rules in the Write-On packet.

3. What is in the Write-On packet?

Other than your Bluebook, the Write-On Competition packet includes everything you need to know to complete the Competition. Included in this packet are:

Source Materials – The packet contains all the source materials you will cite in your paper. ***Do not use any sources other than the packet, the Twenty-First Edition of the Bluebook, and the Chicago Manual of Style (optional).*** Use of outside sources will result in disqualification from the Competition. For purposes of the competition, assume each source is good law. Source materials may include cases, statutes, legislative history, law review articles, newspaper articles, or even comic strips.

Rules Sheet – The rules are numerous but important. Be sure to follow them. Deviation from the rules may result in disqualification from the Competition.

Format Sheet – The Format Sheet gives the technical format requirements of the submissions. Deviation from the format requirements may result in point deductions or even disqualification from the competition.

Grading Sheet – This sheet provides the general grading consideration by the Law Reviews. Use it as a checklist to evaluate your own submission.

Topic Sheet – This sheet gives you guidance on the issue presented by the source materials. This may be the most important part of the Write-On packet. Its purpose is to narrow the scope of your discussion. This year, participants will be writing a note.

Source Material List – This sheet lists all the source materials contained in the packet and the number of pages. ***Do not assume** that the name of a source on this list is the proper name for citation purposes.*

Citation Sheet – The Write-On Competition and the Law Reviews follow the Bluebook citation rules. The Citation Sheet provides general guidance on using the Bluebook. Pay attention to this sheet as you are expected to follow it—particularly where it tells you to disregard certain Bluebook rules.

Supplementary Citation Assignment – This is a citation-checking exercise that is *in addition* to the footnotes you do for your individual paper. Check the footnotes and make changes to ensure they conform to Bluebook standards as modified by the Citation Sheet.

Submission Guidelines – This sheet sets forth detailed instructions for submitting your application. Be sure to follow these carefully.

4. How do I sign up for/participate in the Write-On competition?

All students must sign up for the write-on competition through the form listed on the law review website: <https://www.lls.edu/academics/lawreviews/lawreviewswrite-oncompetition/>. The link is accessible starting **April 1, 2025**. Completing the form will result in you being assigned a three-digit packet number which you will use to identify your submission in the blindly graded competition process in lieu of your student ID number. Without a packet competition number, you **CANNOT** participate in the Write-On competition, so completing the form is essential.

All entrants will be enrolled in a special Brightspace Write-On Competition “Course” right before the competition. Once the competition begins on Wednesday, May 14, 2025, you will be able to access the competition materials on this course page. Your final entry must be uploaded electronically as an assignment before the deadline of **11:59 pm on Tuesday, May 27, 2025**. There is NO need to submit anything in hard copy. You can complete the competition anywhere in the world; you will just need internet access to submit your final entry.

You can continue to request an electronic copy even after the competition begins. Students will have almost two weeks, including two full weekends, to complete the write-on this year.

5. When, where, and how do I pick up the Write-On packet?

ELECTRONIC DISTRIBUTION

All students participating in the competition will be given access to an electronic version of the full competition packet on the Write-On Competition Brightspace page at **noon on May 14, 2025**.

HARD-COPY DISTRIBUTION

Students signing up via the [Law Reviews Write-On Competition \(WOC\) Sign-Up Link](#) prior to 11:59 pm on April 14, 2025 may also request to receive one printed copy of the competition materials from the law school. There is no cost for copies picked up on campus or for copies mailed to evening students in their first year of contest eligibility (i.e., 1Es applying for transfer to the day division and continuing evening students completing their 2E year).

Hard copies may be picked up on campus up at Burns 127 **between Noon and 5 pm on May 14, 2025**. Copies not picked up during that time window will be delivered to the Security Office at the entrance to the parking garage, where they may be picked up at any time thereafter. That office is accessible 24/7 throughout the competition period.

THERE IS NO DIFFERENCE IN CONTENT BETWEEN THE ELECTRONIC COPY AND THE HARD COPY. IT IS SIMPLY THE FORMAT IN WHICH YOU CHOOSE TO RECEIVE THE WRITE-ON MATERIALS.

6. What if I cannot pick up my Write-On packet in person?

If you cannot pick up your Write-On packet in person, you may have another person pick up a packet on your behalf. However, that person must have your Student ID number. Packets will not be released without a Student ID number.

7. When, where, and how do I return the completed Write-on packet?

Packets are submitted through Brightspace. The deadline is **11:59 pm on Tuesday, May 27, 2025**. **REMINDER: LATE SUBMISSIONS WILL NOT BE ACCEPTED.** The competition is designed so that it can be completed within the span of two weekends – about 60 hours.

8. How does the Competition work if I am an incoming transfer student?

Incoming transfer students are eligible to participate in a flexible ten-day period in late July through August once they have confirmed acceptance of an offer to attend Loyola. Each incoming transfer will be individually notified of the transfer competition procedures following their acceptance.

9. How does the Competition work if I am a student in the J.D./M.B.A. dualdegree program?

J.D./M.B.A. dual degree program applicants must compete in the Spring Write-On Competition, even though applicants will not be notified of admission decisions until August. If a J.D./M.B.A. applicant is accepted into the dual degree program and is selected by one of the law reviews, they may defer acceptance of a staff position until the following year. However, J.D./M.B.A. students who intend to complete the dual degree program in less than four years (e.g., those who obtained an undergraduate degree in business) are eligible to become staff members this Fall.

10. How will my application be judged or graded?

All applications will be anonymously graded by the Law Reviews' editors using uniform standards. The primary criteria for review, not in any particular order, are: structure, organization, clarity of

presentation, depth of analysis, and proper citation. You must also distinguish relevant from irrelevant materials and properly identify issues.

11. How are staff members selected?

Students are invited to join ELR, ILR, and LLR through the Write-On Competition. Legal Research and Writing grades will be considered as one of the components weighted into the selection decision.

Additionally, twenty-one students, consisting of the top four with the highest cumulative grade point averages from each of the four day first-year sections and from the evening second-year section, plus the one student with the next highest cumulative grade point average regardless of section, will be offered the opportunity to be placed on the staff of the Law Review of their choice, provided that they have participated in the Write-On Competition and submitted a packet representing a good-faith effort. To be clear, ANY student desiring to earn a spot on a law review—whether based on grades or their performance on the competition packet—must register for the competition following the procedures outlined above AND complete an entry fully compliant with all competition rules.

12. When can I expect to hear the results of the Competition?

The administration will issue invitations to students based on the submission rankings provided by the three law reviews over the summer—likely in July.

13. What are the general rules?

- All research materials are provided in the Write-On packet.
- You **may not** conduct any additional research, nor is it necessary. Conducting additional research will result in disqualification from the Competition.
- You **may not** collaborate with anyone concerning your application. Collaboration with others will disqualify you and subject you to disciplinary action per Loyola's policies.
- Any outside assistance, collaboration, or consulting of outside sources is absolutely prohibited. You may use generative AI software to check spelling and grammar (i.e. Grammarly), but you **may not** use such tools to generate ideas or substantive content. You **may not** discuss or consult with anyone regarding the application, including family, friends, professors, lawyers, or other students. Violation of this rule will result in disqualification and potential disciplinary action.
- Comply with all formatting requirements.
- Deadlines will be strictly enforced. Late applications will not be accepted.

14. Does the Competition make disability accommodations?

Yes! Loyola Law School complies with the Americans with Disabilities Act of 1990 and with Section 504 of the Rehabilitation Act of 1973 as amended. Specifically, we provide reasonable accommodations to meet the needs of individual students. Students must follow the Law School's Accommodation Request Procedure. If you have a temporary or permanent disability that may require reasonable accommodation, including the Write-On, we encourage you to request accommodations as early as possible to enable timely implementation of any approved requests.

Please see the Law School's policy and procedures by clicking the link below:

<https://my.lls.edu/studentaffairs/disabilityaccommodations>

All requests for accommodations during the Write-On Competition are handled exclusively by Student Accessibility Services in the law school's Student Affairs Office. Please direct all disability related questions only to that office.

WRITE-ON COMPETITION

- 1. NOTE**
- 2. SUPPLEMENTAL CITATION EXERCISE**

NOTE WRITE-ON 101

This year we will be doing a note as the essay component of the Write-On Competition. We have provided a sample submission from the 2023 Write-On Competition at the end of this packet. An additional sample will be posted on the Competition Brightspace page, and more may be added periodically.

Disclaimer: the given samples are only examples. DO NOT rely on them in any capacity, especially for grammatical rules or more importantly, for *Bluebook* rules.

What is a note?

A note is a short paper analyzing an ongoing legal issue. Students may structure their notes to determine how courts should analyze novel issues in the future and analyze how legislatures can act to resolve the issue. The note is limited to a maximum of ten pages of double-spaced text, including the substance of your essay and footnotes.

Reading the sources

The source materials may contain cases, law review articles, statutes or bills, and a number of other related sources that you may cite in your note. Read the Source Materials multiple times. A working knowledge of each source is necessary and extremely helpful.

(a) First Reading – Get a general sense of what the sources discuss. Do not worry about identifying any issues or arguments yet. You will not know how they fit together until you have read all the materials. You may read the sources chronologically or in order of importance.

(b) Second Reading – Summarize each of the sources. Make note of the citations. Start thinking about your approach to the topic and how each source will fit.

Make sure not to confuse a lower court case with the case you are supposed to be analyzing. The other cases and materials are included to give you context for the principal case.

Selecting a Topic

When analyzing the issue, you have many options available. These questions are framed through the perspective of the judiciary's or legislature's actions, but students can analyze issues through different perspectives depending on what the issue is. Some options include:

1. *The current legislative and judicial actions taken are steps in the right direction and are not sufficient.*

While you may agree with steps courts and the legislature have taken, you believe, as it stands now, those actions are insufficient to tackle the whole problem. Identify aspects of the decision or bill that you believe are beneficial, but also indicate its shortcomings. Analyze how these shortcomings could be resolved.

2. *The current legislative and judicial actions taken are steps in the right direction and are sufficient.*

Taking this approach is risky but doable. Make sure this is not just a recitation of the facts and analysis of a case or a bill. An effective way to do this is to write from a defensive standpoint, anticipating and dismissing any counterarguments.

3. *The courts or legislatures have not properly addressed the issue.*

Maybe the court or legislature did not consider an important issue that other courts and legislative bodies should consider in the future. Are there policy or equity considerations that override a given law or otherwise are a factor in the outcome?

4. *There is a better approach to this problem than courts and legislatures have been taking.*

Perhaps you don't believe the way courts or legislatures have been addressing this problem is logical, and you have a new approach that they can use to achieve consistent results that are supported by public policy. You should apply your new standard or approach to the principal case and compare it to the old approach.

NOTE: Whichever option you choose, please make sure you are contributing your own original analysis. Do not simply summarize what the court said in the majority or dissent. Analyze all given material and make an argument. Sometimes, less is more. It is not necessary to come up with a grand idea. Legal writing is about making a clear and concise argument for your reader to understand and be persuaded by.

Format of a Note

Your Note should include the following basic elements:

1. Introduction (4-5 pages)
 - a. Factual Background/Historical Analysis
 - b. Roadmap
2. Analysis (4-5 pages)
3. Conclusion (1/2 page)

This breakdown is just a suggestion. You may have certain parts of your note longer or shorter.

REMEMBER: Your note **MUST NOT** exceed 10 pages, including footnotes. Points will be deducted if this is not followed.

Introduction:

The introduction should begin by catching the reader's attention. It should then explain what the issue the Note is about and why it is important. Assume the audience is unfamiliar with the issue you are writing about, so be clear in your writing. Next, explain the relevant legislative or judicial history regarding the issue the Note will be dealing with. Finally, you should end with a roadmap of your paper. The roadmap should position the reader to understand what they will be reading about in the upcoming pages. It should also clearly state your thesis. It is perfectly acceptable to use language like "This note will argue" or "Part one of the note will analyze."

Analysis:

This is the most important part of your paper. The analysis should have headings and subheadings to guide your reader. Make sure this section follows the roadmap you have provided above. It may make sense to put your strongest arguments first and make sure to address any important counterarguments,

but how you structure your argument is up to you. You may not be able to discuss everything you want to, so think about what the most important information is to convey.

Conclusion:

Your conclusion should be very brief (one or two sentences). It is a good idea to restate your thesis with your main arguments.

Footnotes:

Unlike in your LRW memos, you are NOT putting citations directly into the text. All citations will appear at the bottom of each page of your note as a footnote. There are three reasons you may use an footnote:

1. To provide a citation: Anytime you cite to an authority in the text, you must include a footnote with the technical citation. Be very cognizant of the *Bluebook* rules around citing to cases for the first time.
2. To support a proposition: when you make a legal proposition, you must cite to a source to back it up. You may want to use Bluebook signals (Rule 1.2) or use a parenthetical to explain how the citation relates to the proposition. Use parentheticals only when they are appropriate.
3. To make ancillary points: If you have a point to make that is either distracting if put in the text or it simply takes up too much room, consider making that point in a footnote.

REMEMBER: Footnotes MUST be technically correct. A lot of our work as staff editors on our law reviews is to correct citations to conform with the *Bluebook*. Technical errors are distracting and will be reflected in your grade for the Note.

Technical Rules

What this section refers to as “Technical Rules” are Stylistic Rules and Citation Rules. Of the two, Citation Rules are the most important for you to consider and are the principal focus of this section. The technical accuracy of your paper is probably the single most important factor of your paper. This does not mean that you should ignore good organization and style but that you should put as much effort into ensuring that you have followed all the rules as you do in the other aspects of your paper.

A. Stylistic Rules

The principal guide for stylistic rules is the *Chicago Manual of Style* (“CMOS”). The CMOS pretty much has an answer for every grammatical question you might have but were afraid to ask. For example, the different uses of “that” and “which,” hyphenation, and numbers. Loyola has a subscription to CMOS, so you can access it by going to Loyola’s library website (library.lls.edu) and searching for “Chicago Style Manual” in the search box (catalog). Click on the Website link below the title to access.

CMOS is not required or necessary for completing your write-on paper. We are giving you this information so that if you do have questions, you know where to look.

B. Citation Rules

Every quote, every statement of fact, and every statement which is not your own opinion or hypothetical MUST be cited. When you identify a source (such as a case name) this must be cited. This includes statements you make in your footnotes.

Citations direct the reader to the source of the information, tell the reader how recent or valuable the information is, and explain how the citation relates to the article.

General Method of Citing

1) *Identify the statements in your paper which need a citation.*

Do this during each step of the writing process.

2) *Locate the source or sources which support your statement.*

Again, do this at each step of the writing process. If you cannot locate a source, try to rewrite what you're saying. Often, statements of opinion are written as statements of fact. Rewrite these statements so the reader knows this is your opinion.

3) *Confirm that each source says what you say it says.*

This is critical. If you are quoting a source, the quote should match the source exactly, subject to any alterations or omissions which are reflected in your quote. *See BB 5.* If you paraphrase, be sure to do so accurately.

4) *Determine the type of sources you are using for your support.*

Is the source a case, constitution, statute, journal article, other periodical, legislative material, book, etc.? The type of source dictates which source specific rule you will use.

Note: In the Write-On Competition, if you are uncertain about what type of source you are dealing with, then make your best guess and use that rule.

5) *Evaluate how strong the support is for your statement.*

This determines what signal you will use. Hint: *See BB 1.2* for a list of signals.

6) *Group the sources according to how well each supports your argument.*

All sources are grouped according to their signal. The groups are then ranked according to each signal's relative strength—which is simply the order in which they appear in *BB 1.2*. *See BB 1.3.*

7) *Order the sources within each group according to their relative value.*

Put your strongest authority within each signal first. Otherwise, cite authorities in the order below per *BB 1.4*.

8) *Determine if any additional information is required to clarify your source's relevance.*

This additional information will either appear in a parenthetical as part of the citation or as a separate sentence following the footnote. If the information appears as a separate sentence, that sentence must be followed by the appropriate citation. *See BB 1.1.*

Some *BB* Rules require or recommend parenthetical explanations. *See, e.g., BB 1.2(a).* If the Bluebook “encourages” the use of a parenthetical, **you should take that to mean that a parenthetical is required.**

The Bluebook can roughly be divided into the four following sections:

- General Rules of Citation and Style: Rules 1–9.

- Source Specific Rules: Rules 10–21.
- Tables and Abbreviations: Table 1–16.
- Index

You should read through the General Rules section and be familiar with it. You should also read some of the more common Source Specific Rules: cases, statutes, and secondary materials. You may want to scan the remaining rules so you have an idea of what is in there. By looking through all the rules you may find an example of a citation that helps you with a difficult source.

All of these sections work together to guide you in constructing your footnotes.

How to Construct Your Citations

Each section of the *Bluebook* is structured in the same way.

- Each section begins with a whole number rule (1, 2, etc.). This is the general rule summarizing all the rules contained in that section.
- Each of the rules applies to a particular element of the general rule.
- Where applicable, each rule cross-references a table or practitioner's note in the margin.

Short Citations

Short citations should be used once you already provided a full citation for the source provided that (1) it will be clear to the reader from the short form what source is being referenced, (2) the earlier full citation falls in the same general discussion, and (3) the reader will have little trouble locating the full citation quickly.

Proper use of short citation forms is correct *Bluebook* format. Incorrect short-citing is probably the most common citation error made in the write-on competition—it is also one of the easiest to spot. So don't forget to short-cite. Please familiarize yourself with Bluebook Rules 4.1–4.2.

Helpful Hint: You should either full cite every source as you are writing your paper or use a form which allows you to easily identify the source. You should then change the full cites into short-cites towards the end of the writing process or as part of your final edit. If you short-cite your sources as you are writing and you later move or delete the full cite, you won't know what source your *id.* refers to.

SUPPLEMENTAL CITATION EXERCISE

What does the citation exercise consist of?

The exercise consists of several citations containing a number of errors. Your job is to fix the errors using the rules from the Bluebook. You will not be provided with the source material the citations refer to. Thus, you are not responsible for the substantive information within the citation. For example, you are not responsible for making sure that a date of a statute is accurate. Your job is to ensure the citation formatting (typeface, spacing, punctuation, order, abbreviation, capitalization...etc.) is appropriate.

Tips & Tricks

1. Familiarize yourself with the rules beforehand: Before you can decide which rules apply to a citation, you need to know what rules there are. The Bluebook is divided into “blue pages,” “white pages,” and “tables.” Within each of these parts, there are several rules. One way to remove some pressure from the write-on competition week, is to skim the Bluebook beforehand to familiarize yourself with the different sections and general rules. The searchability of the online Bluebook also helps with searching between sections.

2. Identify applicable rules: During the competition, you want to identify what rules apply to the citation you are working on. Generally, there are two types of rules you want to keep in mind: source-specific rules, and general formatting rules.

a. Source-Specific Rules: Bluebook Rules 10–21 are source-specific rules, meaning the rules apply to a specific type of source material. For example, Rule 10 explains citing to cases. Look at the citation and identify the kind of source that is being cited to. Sometimes, identifying the type of source will be straightforward. For example, when you see the name of a case, you know Bluebook Rule 10 will be implicated. Other times, the source may be obscure and may seem to fit into two different rules. This is often the case with internet sources.

b. Formatting Rules: Bluebook Rules 1–9 are rules that give guidance on the structure or format of a citation. For example, Rule 8 deals with capitalization. Usually, source specific rules (10–21) will tell you how to format a certain part of a citation. Other times, the source specific rules will refer you to one of the general formatting rules. For example, Rule 15, which deals with formatting nonperiodic materials and books, says that the title of nonperiodic materials should be “capitalize[d] according to rule 8.”

These rules often work together, so part of the exercise tests your ability to use different rules simultaneously. One helpful method is to, first, determine what kind of source material your citation is referring to. Second, identify what source-specific rule(s) to apply. Third, unless the source-specific rule(s) identifies the proper format of a citation, refer to the general formatting rules to make sure the citation is properly formatted.

3. Different sources trigger different rules: Some rules are seemingly in conflict. For example, some rules require that “federal” be abbreviated to “fed.,” while others require abbreviating to “F.” Determining how to abbreviate “federal” depends on the kind of source being cited. Thus, identifying source-specific rules is important because different sources trigger different rules.

4. Rule out “special citation forms”: “Special citation forms” is a common sub-section that appears in several larger rule sections (e.g., Rule 10.8 and 15.8 both contain “special citation forms”). One time-saving practice is to rule out citing a source according to the “special citation forms” of a rule, before trying to cite a source according to the general principles of that rule.

5. Look at examples: The Bluebook rules can sometimes be confusing in the abstract. Look at the examples to help you understand how to apply the rules.

Good luck!

Sample Write-On Competition Submission

The following is a sample paper from the 2023 Write-On Competition.

Disclaimer: the given samples are only examples.

DO NOT rely on them in any capacity, especially for grammatical rules, or more importantly, for *Bluebook* rules.

I. Introduction

A. Background

The Federal Arbitration Act (FAA) provides a framework for enforcing mandatory arbitration agreements between parties engaged in commerce “among the several states or with foreign nations.”ⁱ Enacted nearly a century ago, the FAA regulates a far different economic landscape today. While business leaders of the 1920s extolled the virtues of arbitration agreements between “the [Wyoming] farmer who will sell his carload of potatoes to a dealer in . . . New Jersey,”ⁱⁱ modern arbitration agreements also govern contracts between large corporations and “gig workers,” who provide a range of last-mile delivery and transportation services.ⁱⁱⁱ Given the unequal bargaining power in these relationships, critics argue that the FAA disempowers gig workers, rather than promoting fair and speedy resolution of disputes.^{iv} Seeking a solution to this problem, some point to the FAA itself—specifically, 9 U.S.C. § 1, which exempts from the FAA “contracts of employment of seamen, railroad employees, or any other class of workers engaged in interstate commerce.”^v Proponents argue that by interpreting this so-called “residual clause” to exempt gig workers, courts would relieve them of the structural inequities of arbitration.^{vi}

Nevertheless, while interstate commerce has changed significantly in the years since its passage, the FAA still has a role to play in balancing the virtues of fairness and efficiency in federal courts. Whatever its value as a means of protecting vulnerable workers, an overly broad interpretation of the residual clause would significantly weaken the FAA and cause more problems than it solves. *Carmona v. Domino’s Pizza, LLC*, decided in 2022 by the United States Court of Appeals for the Ninth Circuit, illustrates the flaws of such an interpretation and the risks that flow from it.

B. *Facts and holding: Carmona v. Domino's*

Three delivery drivers employed by Domino's Pizza, Inc. ("Domino's") filed a class action against the company in 2020, alleging violations of California labor law violations.^{vii} The drivers were responsible for delivering goods, including pizza ingredients, from the chain's Southern California Supply Center to local franchisees.^{viii} (Previously, California and out-of-state suppliers had delivered these goods to the Supply Center via a third party.^{ix}) All of the plaintiff drivers had signed an agreement to resolve any disputes arising from their employment "exclusively by binding arbitration" pursuant to the FAA.^x Domino's moved to compel arbitration, but the U.S. District Court for the Central District of California denied its motion, holding that the plaintiffs were exempt from the FAA under 9 U.S.C. § 1.^{xi}

On appeal, the Ninth Circuit affirmed the district court's ruling. Citing its earlier decision in *Rittmann v. Amazon.com, Inc.*,^{xii} the court held that like Amazon, Domino's "is directly involved in the procurement and delivery of interstate goods" from order to arrival at their final destination.^{xiii} This made interstate commerce a "central part" of the drivers' jobs, despite the fact some of the goods were from in-state suppliers.^{xiv} Finally, the court rejected the defendant's argument that the alteration of goods at the Supply Center (e.g., from component ingredients to pizza dough) had broken the "stream of interstate commerce," noting that the goods had not been transformed "into a different form."^{xv}

C. *Roadmap*

The Ninth Circuit was incorrect in holding that Domino's drivers are "engaged in interstate commerce" under the meaning of § 1. First, *Carmona's* analysis undermines both the stated purpose and benefits of the FAA as shown

through the statute's language and legislative history. Second, *Carmona* contradicts the Supreme Court's jurisprudence surrounding the residual clause, first in *Circuit City Stores, Inc. v. Adams* and more recently in *Southwest Airlines Co. v. Saxon*.^{xvi} Third, other circuits have, in recent opinions, offered interpretations that better reconcile § 1 with modern economic realities while preserving the FAA's intent. Fourth, despite the Ninth Circuit's broad interpretation, *Carmona* cannot fairly or consistently protect delivery drivers from the drawbacks of mandatory arbitration. Finally, rather than relying on statutory interpretation, advocates for gig workers should pursue remedies in state contract law while effecting federal legislation that addresses these workers' underlying needs and concerns.

II. Analysis

A. *Carmona undermines the FAA's goals of broadly enforcing arbitration agreements and driving efficiency in federal courts.*

Congress implemented the FAA to counteract "judicial hostility to arbitration" and enforce mandatory arbitration agreements that parties might otherwise use litigation to avoid.^{xvii} Proponents argued that the FAA would substitute a faster, more flexible method of resolving disputes among these parties.^{xviii} As a bonus, compelling arbitration would also significantly reduce court congestion, resulting in speedier justice for other kinds of federal litigants.^{xix} *Carmona's* holding imperils all of these goals by massively expanding the class of workers to whom the FAA would not apply.

In *Carmona*, the court held that drivers delivering goods to in-state Domino's franchisees were exempt from the FAA's enforcement. Further, *Carmona* relies on the court's earlier decision in *Rittmann*, which held that last-mile drivers delivering goods to local consumers were also exempt from the FAA.^{xx} Meanwhile, other cases have noted that independent contractors can be

classified as transportation workers under § 1.^{xxi} Together with these holdings, *Carmona* could extend the residual clause exemption to gig workers providing meal delivery, rideshare transportation, and other services to local consumers. To date, 16 percent of Americans have performed such tasks.^{xxii} Many of these workers are subject to mandatory arbitration agreements.^{xxiii} It follows, then, that under *Carmona*, a substantial share of U.S. workers could suddenly challenge the validity of their arbitration agreements, resulting in a flood of litigation and eliminating the FAA's efficiency gains for arbitration parties and the court system.

B. *Carmona* contradicts the Supreme Court's jurisprudence on the residual clause.

Apart from its real-world implications, *Carmona*'s reasoning flies in the face of the highest court's rulings concerning the FAA's residual clause. In *Circuit City*, for instance, the Supreme Court limited the scope of § 1's exemption to "transportation workers" via *ejusdem generis*, holding that the residual clause should be "afforded a narrow construction" due to the specific references to "seamen [and] railroad employees" that precede it.^{xxiv} In so doing, *Circuit City* reversed the Ninth Circuit's previous efforts (in conflict with every other circuit) to apply the residual clause to any and all employment contracts.^{xxv} Thus stymied, the Ninth Circuit adjusted its approach in *Carmona*, expanding its definition of which transportation workers are engaged in "interstate commerce."^{xxvi} The effect, however, is essentially the same, exempting from the FAA a significant population of workers notwithstanding the phrase's plain and contextual meanings.

Carmona's understanding of "interstate commerce" also clashes with more recent Supreme Court cases. In *Southwest Airlines Co. v. Saxon*, for example, the Court held that a transportation worker under § 1 "must be actively 'engaged in transportation' of those goods across borders via the channels of

foreign or interstate commerce.”^{xxvii} The Court also held that the plaintiff, a ramp supervisor who loaded cargo on planes traveling interstate routes, was such a worker based on “what she does at Southwest, not what Southwest does generally.”^{xxviii} *Carmona*, by contrast, held that the residual clause applied to the plaintiff delivery drivers based not on “what they do,” but rather on Domino’s “procurement and delivery of interstate goods.”^{xxix} That the drivers were not actively moving goods “across borders” does not matter, the Ninth Circuit implied, because their employer’s business rendered them part of a “single, unbroken stream of interstate commerce.”^{xxx} Thus, *Carmona* used a conflicting standard to exempt workers who, as the next section illustrates, might not pass scrutiny under the Supreme Court’s reasoning.

C. Other circuits have provided more balanced interpretations of the residual clause.

To be sure, interpreting the residual clause has proven challenging for other federal circuits, with each forging its own standards. For instance, some courts have understood *Circuit City*’s “transportation workers” to include only workers in the transportation industry.^{xxxi} While this approach avoids the Ninth Circuit’s overly broad legal theories, it has occasionally produced absurd results, singling out certain groups for unfair treatment. For instance, in *Bissonnette v. LePage Bakeries Park St., LLC*—a case whose facts are highly analogous to *Carmona*’s—the court held that commercial truck drivers for a bakery company did not qualify as “transportation workers” under the FAA because they worked in the “bakery industry.”^{xxxii} The dissent attacked this view as lacking in common sense, pointing out that the plaintiffs are truck drivers, not bakers, and citing other courts’ recognition that “a transportation worker need not work for a transportation company.”^{xxxiii}

Nevertheless, other opinions have navigated the residual clause more successfully. In *Lopez v. Cintas*, the Fifth Circuit applied *Saxon*'s reasoning to a driver making local deliveries of work uniforms shipped from out of state. The court held that the driver was not a transportation worker under the FAA because the goods had already been unloaded in a local warehouse, and thus the driver did not play "a direct and necessary role" in their movement across borders.^{xxxiv} Meanwhile, the dissent in *Bissonnette* argued that bakery truck drivers should have been deemed transportation workers because, like the ramp supervisor from *Saxon*, they worked "within the flow of interstate commerce" by actively transporting out-of-state goods to their in-state destinations.^{xxxv} The two opinions are in conflict, with the *Bissonnette* dissent likely stretching *Saxon*'s reasoning beyond the Supreme Court's intent. Nevertheless, unlike *Carmona*, both apply precedent to a class of workers without undercutting the FAA or muddying the waters of its legal analysis.

D. *The Ninth Circuit's interpretation of the FAA's residual clause does not fairly or uniformly protect delivery drivers.*

While many agree that mandatory arbitration is appropriate for "business-to-business contracts between sophisticated parties,"^{xxxvi} the use of individual arbitration clauses (IACs) in employment contracts for gig workers is controversial.^{xxxvii} Critics argue that because it generally bars employees from aggregating claims or proceeding as a class, arbitration "systematically disadvantages plaintiffs," resulting in fewer wins and smaller recoveries.^{xxxviii} Further, critics point out that because it is private and does not create precedent, arbitration "lacks class litigation's deterrent effect" and may help businesses conceal bad behavior.^{xxxix} Finally, because IACs are often hidden in prolix employment contracts amid "dense contractual language," many gig workers fail to realize that they are agreeing to

arbitration, or that that such an agreement limits their ability to sue an employer in court.^{x1}

Given these criticisms, the temptation to interpret the residual clause in a way that exempts gig workers from problematic IACs is understandable. Nevertheless, the rogue construction of the residual clause in *Carmona* is no solution. As the dissent in *Rittmann* noted, the Ninth Circuit's jurisprudence creates "substantial problems of practical application."^{xli} In *Carmona*, the court ruled that ingredients turned into pizza dough had not been sufficiently transformed to interrupt the "stream of interstate commerce," without offering a standard for which transformations would meet this bar.^{xlii} The *Rittmann* dissent attacked this ambiguity with a prescient hypothetical: "Why is the later intrastate delivery of the pizza not also recognized as the final leg of an interstate delivery of the tomato?"^{xliii} *Carmona*—a case that actually concerned pizza—provided no answer. Consequently, reliance on *Carmona* would allow courts to "treat either more or fewer delivery workers as falling within § 1," such that *Carmona*'s drivers would be exempt from the residual clause, while DoorDash drivers would not.^{xliv}

E. *Gig workers should look to new and existing federal legislation and state contract law, not Carmona, for relief.*

In response to the dissent, the court in *Rittmann* contended that if "line-drawing proves to be unmanageable, it is up to Congress . . . to revise the statute."^{xlv} This proves fitting advice for gig worker advocates. Rather than pinning their hopes on the Ninth Circuit's questionable reading of the FAA's residual clause, gig workers should instead seek relief through new and existing federal legislation. First, while Congress may be loath to exempt more workers from the FAA, an amendment barring collective action waivers would mitigate one of the biggest challenges for employees under mandatory arbitration—namely, the high costs of resolving multiple claims individually

and as a single plaintiff.^{xlvi} Further, gig workers may also combat collective action waivers under the *D.R. Horton* rule of National Labor Relations Act (NLRA), which preserves workers' right to collective action for 'mutual aid or protection.'^{xlvii} To date, the Seventh and Ninth Circuits have upheld the *D.R. Horton* rule,^{xlvi} and while the NLRA only protects employees, the power to deem independent contractors employees for purposes of the NLRA rests with juries, which could expand access to the rule's protections.^{xlix} Finally, given the number of Americans engaged in gig work and the importance of online gig platforms to the modern economy, advocates should lobby Congress to pass new, comprehensive legislation addressing gig workers' specific needs.

Meanwhile, gig workers can combat mandatory arbitration by challenging unfair IACs under state contract law. That is, workers can argue that IACs imposed through a contract of adhesion are unconscionable, and thus unenforceable.¹ Although litigating enforceability of IACs will likely prove challenging, it may also incentivize employers to reduce the harms of IACs by making it easier for employees to opt out of them. Indeed, gig work platforms are already trending in this direction, with prominent platforms like GrubHub and Uber adding or expanding opt-out rights in recent years.¹ⁱ This strategy is admittedly limited compared to an FAA exemption; however, it is also rooted in established principles of contract law, and thus a safer bet for gig workers than *Carmona's* flawed rendition of FAA jurisprudence.

III. Conclusion

The Ninth Circuit incorrectly held that Domino's delivery drivers were exempt from the FAA. While IACs pose significant challenges for gig workers, giving wider effect to *Carmona's* overly broad reading would muddle courts' jurisprudence on this issue, resulting at best in uneven relief and at worst judicial chaos. Instead, the Ninth Circuit should adopt the narrower

constructions of the Supreme Court and other circuits, leaving Congress and state courts to provide additional remedies for this class of workers.

ⁱ 9 U.S.C. § 1.

ⁱⁱ Joint Hearings on S. 1005 and H.R. 646 before the Subcomms. of the Comms. on the Judiciary, 68th Cong., 1st Sess., 7 (1924) [hereinafter *Hearings*] (Statement of Charles L. Bernheimer).

ⁱⁱⁱ Brief for Jonathan Askin et al. as Amici Curiae Supporting Plaintiffs-Appellees and Affirmance at 16, *Archer v. Grubhub, Inc.*, 190 N.E.3d 1024 (Mass. 2022) (No. SJC-13228) [hereinafter Brief for Jonathan Askin].

^{iv} *Id.* at 12.

^v 9 U.S.C. § 1.

^{vi} Brief for Jonathan Askin, *supra* note 3, at 16.

^{vii} *Carmona v. Domino's Pizza, LLC*, 21 F.4th 627, 629 (9th Cir. 2021).

^{viii} *Id.* at 629-630.

^{ix} *Id.* at 629.

^x *Id.*

^{xi} *Id.*

^{xii} *Rittmann v. Amazon.com, Inc.*, 971 F.3d 904, 907 (9th Cir. 2020).

^{xiii} *Carmona*, 21 F.4th at 630 (quoting *Capriole v. Uber Techs., Inc.*, 7 F.4th 854, 865-66 (9th Cir. 2021)).

^{xiv} *Id.*

^{xv} *Id.*

^{xvi} *Circuit City Stores, Inc. v. Adams*, 532 U.S. 105 (2001); *Southwest Airlines Co. v. Saxon*, No. 21-309, slip op. (U.S. Sup. Ct. June 6, 2022).

^{xvii} *Circuit City*, 532 U.S. at 108.

^{xviii} Pamela K. Bookman, *The Arbitration-Litigation Paradox*, 72 VANDERBILT L. REV. 1119, 1134.

^{xix} *Hearings*, *supra* note 2, at 18 (Statement of Julius Henry Cohen).

^{xx} *Rittmann v. Amazon.com, Inc.*, 971 F.3d 904, 907 (9th Cir. 2020).

^{xxi} See *Bissonnette v. LePage Bakeries Park St., LLC*, 49 F.4th 655, 657 (2nd Cir. 2022).

xxii Monica Anderson et al., *The State of Gig Work in 2021*, PEW RESEARCH CENTER (Dec. 8, 2021), <https://www.pewresearch.org/internet/2021/12/08/the-state-of-gig-work-in-2021/>.

xxiii Charlotte Garden, *Disrupting Work Law: Arbitration in the Gig Economy*, 2017 UNIV. CHICAGO LEGAL F. 205, 206 (2018).

xxiv Circuit City Stores, Inc. v. Adams, 532 U.S. 105, 120 (2001).

xxv *Id.* at 109.

xxvi Carmona v. Domino's Pizza, LLC, 21 F.4th 627, 629 (9th Cir. 2021).

xxvii Saxon, slip op. at 6.

xxviii *Id.* at 4.

xxix Carmona, 21 F.4th at 630.

xxx *Id.*

xxxi See Hill v. Rent-A-Ctr., Inc., 398 F.3d 1286, 1289 (11th Cir. 2005).

xxxii Bissonnette v. LePage Bakeries Park St., LLC, 49 F.4th 655, 657 (2nd Cir. 2022).

xxxiii *Id.* at 671-672 (Pooler, J., dissenting).

xxxiv Lopez v. Cintas Corp., 47 F.4th 428, 433 (5th Cir. 2022).

xxxv Bissonnette, 49 F.4th at 669 (Pooler, J., dissenting).

xxxvi Bookman, *supra* note 17, at 1122.

xxxvii Garden, *supra* note 22, at 206-207.

xxxviii *Id.* at 207-210.

xxxix *Id.* at 209.

xl *Id.* at 207.

xli Rittmann v. Amazon.com, Inc., 971 F.3d 904, 928-931 (9th Cir. 2020) (Briess, J., dissenting).

xlii Carmona v. Domino's Pizza, LLC, 21 F.4th 627, 630 (9th Cir. 2021).

xliii Rittmann, 971 F.3d at 930 (Briess, J., dissenting).

xliv *Id.* at 937.

xlv *Id.* at 918 (majority opinion).

xlvi See Garden, *supra* note 22, at 225-226 n.115.

xlvi *Id.* at 226.

^{xlvi} *Id.* at 229.

^{xli} *Id.*

¹ *Id.* at 219.

^{li} *Id.* at 218.