

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 17-cv-23854-JLK

ISABELLA SOFFIANTINI,

Plaintiff,

v.

FITNESS INTERNATIONAL, LLC
d/b/a L.A. Fitness,

Defendant.

ORDER GRANTING MOTION TO DISMISS AND COMPEL ARBITRATION

THIS CAUSE comes before the Court upon Defendant Fitness International, LLC (“Fitness International”)’s Motion to Dismiss and to Compel Arbitration (DE 5) filed on November 6, 2017. The Court is fully advised on the matter.¹ Upon review of the record and careful consideration, the Court finds that the Motion should be granted.

The Plaintiff was hired to work for Defendant Fitness International in September 2016 as a front desk assistant. Plaintiff worked for Defendant until on or about October 3, 2016 when she was allegedly fired after disclosing to Fitness International that she was pregnant. On August 26, 2017, Plaintiff filed a two-count Complaint. Count I for sex and pregnancy discrimination in violation of 42 U.S.C. § 2000e-2 and Count II for sex and pregnancy discrimination in violation of Florida Statute § 760.10.

The Defendant moves to dismiss and compel arbitration arguing that the Plaintiff signed a Dispute Resolution Agreement (“Agreement”) that provides for final and binding arbitration for all disputes which may arise out of the employment context. The Plaintiff does not dispute signing the

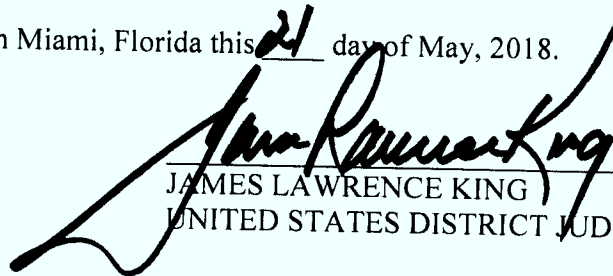
¹ Plaintiff filed her Response in Opposition (DE 6) on November 27, 2017 and Defendant filed its Reply (DE 8) on December 4, 2017.

arbitration agreement, but counters that the Defendant failed to provide Plaintiff with a copy of the arbitration agreement until the statute of limitations in the agreement had lapsed. The Plaintiff also argues, without legal support, that the arbitration provision contained in the Agreement is substantively and procedurally unconscionable.

Under the Federal Arbitration Act (“FAA”), arbitration agreements are “valid, irrevocable, and enforceable.” 9 U.S.C. § 2. The FAA “embodies a ‘liberal federal policy favoring arbitration agreements.’” *Hill v. Rent-A-Center, Inc.*, 398 F.3d 1286, 1288 (11th Cir. 2005). Here, the Plaintiff does not dispute signing the agreement. Upon review of the record, the Court finds that the Plaintiff has not met its burden of establishing by way of competent evidence why the Court should disregard the Agreement. Nor has the Plaintiff established that the arbitration provision is substantively or procedurally unconscionable.

Accordingly, for the foregoing reasons, and the Court being otherwise fully advised, it is hereby **ORDERED, ADJUDGED, and DECREED** that Defendant’s Motion to Dismiss and Compel Arbitration (**DE 5**) be, and the same is, hereby **GRANTED**. All pending motions are denied as moot. The Clerk shall close this case.

DONE and ORDERED in Chambers at the James Lawrence King Federal Justice Building and United States Courthouse in Miami, Florida this 21 day of May, 2018.



JAMES LAWRENCE KING
UNITED STATES DISTRICT JUDGE

Cc: All Counsel of Record