

■ Johnson v. **Long John Silver's Restaurants, Inc.**  
 C.A.6 (Tenn.),2005.  
 2005 FED. APP. 0288P  
 United States Court of Appeals,Sixth Circuit.  
 Kevin JOHNSON, on behalf of himself and all others  
 similarly situated, Plaintiff-Appellant,  
 v.  
**LONG JOHN SILVER'S RESTAURANTS, INC.**,  
 Defendant-Appellee.  
**No. 04-5810.**

Argued: June 3, 2005.

Decided and Filed: July 5, 2005.

Appeal from the United States District Court for the  
 Middle District of Tennessee at Nashville. Nos. 01-  
 01526-[Thomas A. Wiseman, Jr.](#), District Judge.

[David F. Gore](#), Stewart, Estes & Donnell, Nashville,  
 Tennessee, for Appellant.

[John F. Dienelt](#), Piper Rudnick, Washington, D.C.,  
 for Appellee.

\*584 [M. Reid Estes, Jr.](#), Stewart, Estes & Donnell,  
 Nashville, Tennessee, for Appellant.

[John F. Dienelt](#), Piper Rudnick, Washington, D.C.,  
[John Knox Walkup](#), Wyatt, Tarrant & Combs,  
 Nashville, Tennessee, [Robert P. Davis](#), Mayer,  
 Brown, Rowe & Maw, Washington, D.C., for  
 Appellee.

Before: [MARTIN](#) and [ROGERS](#), Circuit Judges;  
 McKINLEY, District Judge.<sup>FN\*</sup>

<sup>FN\*</sup> The Honorable Joseph H. McKinley,  
 Jr., United States District Judge for the  
 Western District of Kentucky, sitting by  
 designation.

#### OPINION

[ROGERS](#), Circuit Judge.

Plaintiff Kevin Johnson appeals the district court's  
 order compelling arbitration. We affirm the judgment  
 of the district court.

Johnson filed a potential collective action in the  
 district court alleging that defendant Long John

Silver's Restaurants, Inc., had violated the Fair Labor  
 Standards Act in its treatment of Johnson and others  
 similarly situated. Long John Silver's moved to  
 compel arbitration under a standard employee  
 arbitration agreement. Johnson argued that because  
 Long John Silver's was unable to produce a signed  
 arbitration agreement-the company allegedly lost  
 Johnson's file-he could not be bound to arbitrate his  
 claim. Johnson also argued that any arbitration  
 agreement found to exist was unconscionable and  
 that he had not made a voluntary and knowing waiver  
 of the right to a judicial forum. He further argued that  
 collective actions were outside the scope of the  
 arbitration agreement, or alternately that arbitration  
 would not permit him to pursue a collective action,  
 and that therefore the arbitral forum was inadequate.  
 Finally, he argued that a number of other clauses of  
 the arbitration agreement were impermissible and  
 should be severed, such as provisions providing for  
 the scope of discovery and the payment of costs and  
 fees.

The district court made two alternative findings with  
 respect to the existence of an arbitration agreement,  
 concluding that Johnson had signed an arbitration  
 agreement, or, in the alternative, that Johnson was  
 bound by an implied-in-fact arbitration agreement.  
[Johnson v. Long John Silver's Rests., Inc.](#), 320  
[F.Supp.2d 656, 664-65 \(M.D.Tenn.2004\)](#). In the  
 remainder of its detailed and well-reasoned opinion,  
 the district court held that the agreement was  
 enforceable. The district court rejected Johnson's  
 challenges to the agreement as a whole and declined  
 to sever any individual clauses. Accordingly, the  
 district court granted Long John Silver's motion to  
 compel arbitration. *Id.* at 670.

After carefully considering the record on appeal, the  
 briefs of the parties, and the applicable law, and  
 having had the benefit of oral argument, we affirm  
 the district court's conclusion that Johnson is bound  
 by an implied-in-fact arbitration agreement under  
 Missouri law, for the reasons given by the district  
 court. *Id.* at 664-65. We do not reach the issue of  
 whether Johnson in fact signed an arbitration  
 agreement. On the remaining issues, we conclude that  
 the factual determinations of the district court were  
 not clearly erroneous and that the legal

determinations were correct. Because the reasoning that supports the judgment has been clearly articulated by the district court in a thorough and comprehensive published decision, the issuance of a detailed written opinion by us would be unduly duplicative. Accordingly, the judgment of the district court, \*[585 Johnson v. Long John Silver's Rests., Inc., 320 F.Supp.2d 656 \(M.D.Tenn.2004\)](#), is affirmed.

In addition to appealing the district court's order granting Long John Silver's motion to compel arbitration, Johnson also appealed the district court's disposition of several other motions. Specifically, Johnson appealed (1) the district court's order denying Johnson's motion for a case status conference; and (2) the district court's order affirming the magistrate's order denying Johnson's motions to compel discovery and denying a motion for expedited court service and disclosure of the identities of similarly situated employees. The basis for the first order was included in the district court's published opinion, [id. at 670](#). The second order, regarding discovery, expedited court service, and disclosure, was issued separately on November 24, 2003.

Again, the district court did not err in its disposition of Johnson's motions, and adequately addressed Johnson's arguments in its opinions. The district court's denial of Johnson's motion for a case status conference is therefore affirmed on the basis of the reasoning detailed in the published opinion, [id.](#) The district court's order denying compelled discovery, expedited court service, and compelled disclosure of the identities of similarly situated employees is affirmed on the basis of the reasoning set forth in the November 24, 2003, order of Judge Wiseman.

The judgment of the district court is AFFIRMED.

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Johnson v. Long John Silver's Restaurants, Inc.  
414 F.3d 583, 151 Lab.Cas. P 35,006, 10 Wage &  
Hour Cas.2d (BNA) 1219, 2005 Fed.App. 0288P

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