

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
OHIO, WESTERN DIVISION AT DAYTON

Joshua Baker, et al. v. PJ Ohio, LLC, et al.

Baker · No. 3:25-cv-3 · Decided February 17, 2026

OPINION

Baker

PER CURIAM.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF OHIO

WESTERN DIVISION AT DAYTON

JOSHUA BAKER, et al., Plaintiffs, Case No. 3:25-cv-3 vs. PJ OHIO, LLC, et al., District Judge
Michael J. Newman Magistrate Judge Peter B. Silvain, Jr. Defendants.

ORDER: (1) HOLDING IN ABEYANCE DEFENDANTS' MOTION TO STAY THE
PROCEEDINGS AND COMPEL ARBITRATION (Doc. No. 20); (2) REFERRING THE
CASE TO THE MAGISTRATE JUDGE FOR LIMITED DISCOVERY; (3) SETTING A
SUMMARY TRIAL FOR MAY 14, 2026; AND (4) SETTING A DISCOVERY
DEADLINE OF APRIL 14, 2026

This case is before the Court upon a motion by Defendants PJ Ohio, LLC; Serazen, LLC; PJ Las Vegas, LLC; PJ North Carolina, LLC; Doug Pak; and Darcie Mangus to stay the proceedings and compel arbitration. Doc. No. 20. Plaintiffs Joshua Baker and Tristan Berghoff- Wagner have responded in opposition. Doc. No. 22. Defendants have replied. Doc. No. 26. Additionally, the Court granted Plaintiff's motion for leave to file a sur-reply (Doc. No. 33), which Plaintiffs then filed (Doc. No. 34). Defendants present electronic records indicating Plaintiffs signed the arbitration agreements at issue. Doc. No. 20-2 at PageID 139; Doc. No. 20-3 at PageID 143. However, Plaintiffs present affidavits denying that they signed those agreements. Doc. No. 22-1 at PageID 162; Doc. No. 22-2 at PageID 165. This creates a genuine dispute of fact in the instant case as to the arbitration agreements' formation—including whether Plaintiff "agreed to arbitrate at all." *Boykin v. v. Fam. Dollar Stores of Mich., LLC*, 3 F.4th 832, 843 (6th Cir. 2021) ("[T]he duty to arbitrate arises only from the party's consent"); see *id.* at 841 ("Boykin has identified a genuine dispute of fact over whether the parties have formed a contract—a dispute that entitles him to targeted discovery and a trial on the question"). Because of this dispute, Plaintiffs are entitled to a limited hearing on the issue of the validity of the arbitration agreements. See *id.* at 844 (holding that the district court erred in granting a motion to compel arbitration when the

plaintiff had presented an affidavit unequivocally denying that he signed the arbitration agreement). For the reasons set forth above, the Court HOLDS IN ABEYANCE Defendants' motion to stay and compel arbitration. Doc. No. 20; see Boykin at 844 ("...the court should hold its motion in abeyance"). Additionally, pursuant to the Federal Arbitration Act (9 U.S.C. § 4), the Court SCHEDULES a summary trial limited to the question of formation of the arbitration agreements for 9:00 a.m. on May 14, 2026. Before the summary trial, the parties are REFERRED to Magistrate Judge Peter B. Silvain, Jr. to oversee limited discovery that is narrowly tailored to the question of the arbitration agreements' validity. All discovery on this limited issue shall be COMPLETED by April 14, 2026. IT IS SO ORDERED. February 17, 2026 s/Michael J. Newman
Hon. Michael J. Newman United States District Judge