

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
MICHIGAN, SOUTHERN DIVISION

Connie Wong v. Unifi Aviation, LLC

Wong · No. 1:25-CV-363 · Decided January 13, 2026

SUMMARY

The United States District Court for the Western District of Michigan approves and adopts a magistrate judge’s Report and Recommendation concerning Defendant’s motion to compel arbitration. The Court holds that Plaintiff failed to establish a genuine issue of material fact regarding formation of the electronic arbitration agreement and rejects her arguments that the agreement was unenforceable. The motion to compel arbitration is granted, and the case is stayed pending arbitration.

CASE DETAILS

COURT	United States District Court for the Western District of Michigan, Southern Division
WRITING FOR THE COURT	Robert J. Jonker
JURISDICTION	United States District Court for the Western District of Michigan, Southern Division
DECIDED	January 13, 2026
DOCKET	1:25-CV-363
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff objected to a magistrate judge's Report and Recommendation recommending that Defendant's motion to compel arbitration be granted. The district court conducted de novo review, approved and adopted the Report and Recommendation, granted the motion to compel arbitration, and stayed the action pending arbitration.
STANDARD OF REVIEW	De novo review of the properly objected-to portions of the magistrate judge's Report and Recommendation under Federal Rule of Civil Procedure 72(b)(3). The court applied the Rule 56 standard to determine whether contract formation was genuinely disputed and reviewed the evidence before the magistrate judge.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

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QUESTIONS PRESENTED

1. Whether Plaintiff presented sufficient evidence to place the formation of the arbitration agreement in issue under the Federal Arbitration Act.
2. Whether Plaintiff was entitled to an evidentiary hearing concerning formation of the arbitration agreement.
3. Whether the arbitration agreement was unenforceable as unconscionable or otherwise invalid.
4. Whether the action should be compelled to arbitration and stayed pending completion of arbitration.

HOLDINGS

1. Plaintiff failed to present specific facts creating a genuine issue of material fact concerning formation of the arbitration agreement.
2. No evidentiary hearing was required because Plaintiff did not establish a genuine issue of material fact regarding contract formation.
3. Plaintiff failed to demonstrate that the arbitration agreement was unconscionable or otherwise unenforceable.
4. The motion to compel arbitration was granted, Plaintiff was ordered to proceed with her claims under the arbitration agreement, and the action was stayed pending completion of arbitration.

KEY QUOTATIONS

“The district judge must determine de novo any part of the magistrate judge’s disposition that has been properly objected to. The district judge may accept, reject, or modify the recommended disposition; receive further evidence; or return the matter to the magistrate judge with instructions.” (3)

“I ACKNOWLEDGE THAT I (1) HAVE CAREFULLY READ THIS AGREEMENT, (2) HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND HAVE DONE SO TO THE FULL EXTENT THAT I DESIRE, (3) HAVE HAD THE OPPORTUNITY TO AND HAVE NEGOTIATED THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND (4) UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.” (5-6)

FACTUAL BACKGROUND

Plaintiff applied for and was hired as a passenger services agent by Defendant in August 2022. Defendant asserted that Plaintiff electronically signed a Mutual Arbitration Agreement during an online onboarding process, while Plaintiff stated that she was rushed through numerous onboarding materials and did not recall signing or meaningfully reviewing the agreement. Plaintiff later alleged that scheduling practices and refusal to

accommodate migraine-related limitations led to her constructive discharge and that Defendant flagged her as ineligible for rehire.

PROCEDURAL HISTORY

Defendant moved to enforce an employment arbitration agreement allegedly electronically signed by Plaintiff during onboarding. The magistrate judge recommended granting the motion. After reviewing Plaintiff's objections, the Report and Recommendation, and the evidence de novo, the district court adopted the recommendation, compelled arbitration under the Federal Arbitration Act, and stayed the case.

DISPOSITION

other

CASES CITED

- Boykin v. Fam. Dollar Stores of Michigan, LLC, 3 F.4th 832, 835, 838-39 (6th Cir. 2021)
- Hall v. Pac. Sunwear Stores Corp., 2016 WL 1366413, at *5-*6 (E.D. Mich. Apr. 6, 2016)
- Martyn v. J.W. Korth & Co., No. 1:11-CV-407, 2011 WL 2144618, at *2 (W.D. Mich. June 1, 2011)
- Viet v. Le, 951 F.3d 818, 823 (6th Cir. 2020)
- Hammond v. Floor and Decor Outlets of America, No. 3:19-cv-1099, 2020 WL 6459642, at *6, *9 (M.D. Tenn. Nov. 3, 2020)
- Odell v. Kalitta Air, LLC, 107 F.4th 523, 533 (6th Cir. 2024)
- Walker v. Ryan's Family Steak Houses, Inc., 400 F.3d 370, 381 (6th Cir. 2005)
- Schnaudt v. Johncol, Inc., No. 2:15-CV-2619, 2016 WL 5394195, at *4 (S.D. Ohio Sept. 27, 2016)
- Bryant v. GMAC Mortgage Corp., No. 5:02-cv-51, ECF No. 49 (W.D. Mich. Jan. 30, 2003)
- Dombrowski v. City of Omer, 502 N.W.2d 707, 710 (Mich. Ct. App. 1993)
- Hill v. Duriron Co., 656 F.2d 1208, 1215 (6th Cir. 1981)