

IN THE UNITED STATES DISTRICT COURT FOR  
THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

|                      |   |                                |
|----------------------|---|--------------------------------|
| FRANK H. CANTRELL,   | ) |                                |
|                      | ) |                                |
| Plaintiff,           | ) |                                |
|                      | ) |                                |
| v.                   | ) | CIVIL CASE NO. 2:21-cv-693-ECM |
|                      | ) | (WO)                           |
| AMERICAN BLUE RIBBON | ) |                                |
| HOLDINGS, LLC,       | ) |                                |
|                      | ) |                                |
| Defendant.           | ) |                                |

**MEMORANDUM OPINION and ORDER**

Plaintiff Frank H. Cantrell (“Cantrell”) filed this action against American Blue Ribbon Holdings, LLC (“American Blue Ribbon”) alleging that he had been underpaid in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et. seq.*. He seeks unpaid overtime wages, liquated damages, injunctive relief, and attorney fees.

The Court has jurisdiction over this matter pursuant to its federal question jurisdiction, 28 U.S.C. § 1331. The parties do not contest personal jurisdiction or venue, and the Court finds adequate allegations to support both.

This action is now pending before the Court on the parties’ joint motion to stay pending arbitration (doc. 7) filed on November 9, 2021. When Cantrell was hired by American Blue Ribbon, he signed an arbitration agreement that “applies, without limitation, to disputes regarding the employment relationship, . . . compensation, . . . and claims arising under the . . . Fair Labors Standards Act.” (*Id.* at Ex. A, at 2). “[T]he parties have agreed that all disputes related to Plaintiff’s employment with Defendant, including his federal statutory

