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STATE OF MICHIGAN

COURT OF APPEALS

YASER SAIDIZAND,

Plaintiff-Appellee,

v

GOJET AIRLINES, LLC, and WILLIAM CLAY,

Defendants-Appellants.

UNPUBLISHED
April 06, 2026
10:46 AM

No. 355063
Wayne Circuit Court
LC No. 20-004106-CD

ON REMAND

Before: CAMERON, P.J., and RICK and PATEL, JJ.

PATEL, J. (*concurring*).

Because this case presents facts similar to *Johnson v Best Buy Co, Inc.*, ___ Mich App ___; ___ NW3d ___ (2025) (Docket No. 363807), which we are bound by, I concur in the result. I write separately, however, to note my disagreement with *Johnson*'s conclusion that arbitration agreements within employment contracts are de facto reasonable. Instead, in keeping with the unconscionability framework set forth by the Supreme Court in *Rayford v American House Roseville I, LLC*, ___ Mich ___; ___ NW3d ___ (2025) (Docket No. 163989), I would remand this case to the trial court for further briefing and argument. As the majority notes, unconscionability was never addressed by the parties in the prior proceedings. A remand for full briefing and argument would better allow the appellate courts to address whether, in this particular context, the arbitration provision is procedurally or substantively unconscionable.

/s/ Sima G. Patel