

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 25-13445
Non-Argument Calendar

DENNIS CAMPBELL,

Plaintiff-Appellee,

versus

AIVA GLOBAL, INC.

a Florida profit corporation,

Defendant,

JAMES MULLER,

an individual,

MARIA SHELTON,

an individual,

Defendants-Appellants.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 8:24-cv-02862-MSS-NHA

Before JILL PRYOR, BRANCH, and LUCK, Circuit Judges.

PER CURIAM:

AIVA Global, Inc.’s president, James Muller, and CEO, Maria Shelton, appeal the district court’s order denying their motion to compel arbitration. AIVA, Muller, and Shelton were sued by AIVA’s former vice president, Dennis Campbell. The three defendants moved to compel arbitration of Campbell’s claims based on the arbitration clause in his employment contract with AIVA. The district court granted the motion as to AIVA, but denied it as to Muller and Shelton because Campbell’s claims against them fell outside the scope of the clause. On appeal, Muller and Shelton argue that they should have been allowed to compel arbitration anyway by invoking equitable estoppel. After careful review, we affirm.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

Campbell’s suit stemmed from his former employment with AIVA. As Campbell tells it, he founded AIVA along with Muller and Shelton in November 2023. The next day, the company hired Campbell, Muller, and Shelton in executive roles, and also assigned Muller and Shelton to the board of directors. As the company took shape, in February 2024, Campbell signed a three-year employment contract, which entitled him to \$20,000 per month in deferred salary.

In August 2024, Campbell was fired without cause. He brought this suit in December 2024. The eight-count complaint brought claims for violating the Fair Labor Standards Act, breach

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of contract, tortious interference, and breach of fiduciary duty. The defendants moved to compel arbitration on all eight counts. Of note, Campbell's employment contract had a clause that provided: "Any controversy between [e]mployer and [e]mployee involving the construction or application of any of the terms, provisions, or conditions of this agreement shall on the written request of either party served on the other be submitted to arbitration in Pinellas County, Florida." The contract defined "[e]mployer" as "AIVA G[lobal], Inc." and defined "[e]mployee" as "Dennis Campbell." AIVA, Muller, and Shelton moved to compel arbitration, with Muller and Shelton arguing that, while the two of them were not signatories to the contract, equitable estoppel allowed them to invoke the arbitration clause.

The district court granted the motion as to AIVA but denied it as to Muller and Shelton. Because AIVA and Campbell had entered into a valid agreement to arbitrate, the district court explained, AIVA could compel arbitration of the claims against it. But Muller and Shelton couldn't. By its terms, the arbitration clause was limited to "controversies" between Campbell and AIVA. The clause simply didn't bear on controversies between Campbell and anyone else. Campbell's claims against Muller and Shelton therefore could not be forced into arbitration.

Muller and Shelton appeal, raising the limited issue of whether the district court erred when it determined that Campbell was not required to submit his claims against them individually to arbitration.

STANDARD OF REVIEW

“We review de novo both the district court’s denial of a motion to compel arbitration, and the district court’s interpretation of an arbitration clause.” *Jones v. Waffle House, Inc.*, 866 F.3d 1257, 1263 (11th Cir. 2017) (citation modified).

DISCUSSION

The only issue on appeal is whether the district court erred in declining to compel Campbell to submit his claims against Muller and Shelton individually to arbitration. As an initial matter, while the law of arbitrability is generally federal, the doctrine Muller and Shelton seek to invoke, equitable estoppel, is a matter of state law.

When parties agree to resolve their disputes by arbitration, a party “aggrieved by” the “refusal of another to arbitrate” may petition a federal district court for an order compelling arbitration. 9 U.S.C. § 4. The Federal Arbitration Act “creates substantive federal law regarding the enforceability of arbitration agreements, requiring courts ‘to place such agreements upon the same footing as other contracts.’” *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 630 (2009) (quoting *Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior Univ.*, 489 U.S. 468, 478 (1989)). But while the federal law of arbitrability generally applies in this area, “[a]n exception to that rule is that a nonparty may force arbitration ‘if the relevant state contract law allows him to enforce the agreement’ to arbitrate.” *Lawson v. Life of the S. Ins. Co.*, 648 F.3d 1166, 1170 (11th Cir. 2011) (quoting *Arthur Andersen*, 556 U.S. at 632). “[S]tate law

governs” “the question of whether a non-party can enforce an arbitration clause against a party.” *Id.* at 1170–71.

Muller and Shelton thus contend that, under Florida law’s equitable-estoppel doctrine, they can invoke the arbitration clause in Campbell’s employment contract to compel arbitration of Campbell’s claims against them individually. In Florida, “[t]he intent of the parties to a contract, as manifested in the plain language of the arbitration provision and contract itself, determines whether a dispute is subject to arbitration. Courts generally favor such provisions, and will try to resolve an ambiguity in an arbitration provision in favor of arbitration.” *Jackson v. Shakespeare Found., Inc.*, 108 So. 3d 587, 593 (Fla. 2013) (citation modified).

“The normal rule, of course, is that ‘a party cannot compel arbitration under an arbitration agreement to which it was not a party.’” *Fla. Roads Trucking, LLC v. Zion Jacksonville, LLC*, 384 So. 3d 817, 819 (Fla. Dist. Ct. App. 2024) (quoting *Beck Auto Sales, Inc. v. Asbury Jax Ford, LLC*, 249 So. 3d 765, 767 (Fla. Dist. Ct. App. 2018)). However, “Florida and federal courts have recognized that a non-signatory can compel arbitration by a signatory to an arbitration agreement . . . under the doctrine of equitable estoppel.” *Koechli v. BIP Int’l, Inc.*, 870 So. 2d 940, 944 (Fla. Dist. Ct. App. 2004) (citation modified).

Equitable estoppel prevents a plaintiff from “having it both ways.” *Lavigne v. Herbalife, Ltd.*, 967 F.3d 1110, 1119 (11th Cir. 2020) (citation modified). A plaintiff “cannot, on the one hand, seek to hold the non-signatory liable” under an arbitration provision while,

“on the other hand, deny[ing] arbitration’s applicability because the defendant is a non-signatory.” *Id.* (citation modified). A non-signatory can invoke an arbitration clause “when the signatory’s claims allege substantially interdependent and concerted misconduct by the signatory and the non-signatory or when the claims relate directly to the contract and the signatory is relying on the contract to assert its claims against the non-signatory.” *Koechli*, 870 So. 2d at 944 (citation modified).

Muller and Shelton’s arguments on appeal primarily involve whether they, as non-signatories, can invoke the arbitration clause of Campbell’s employment contract. But even if they could invoke the clause, that wouldn’t be the end of the matter. Florida law prescribes a “two-step framework,” *Kroma Makeup EU, LLC v. Boldface Licensing + Branding, Inc.*, 845 F.3d 1351, 1354 (11th Cir. 2017), when determining whether a non-signatory can compel arbitration. Even if a non-signatory is permitted to invoke equitable estoppel, “we still must ask whether the dispute that they seek to have arbitrated is one that the arbitration clause covers.” *Fla. Roads Trucking*, 384 So. 3d at 820. After all, “[e]quitable estoppel does not allow a nonsignatory to an agreement to alter and expand an arbitration clause that would not otherwise cover the claims asserted.” *Kroma Makeup*, 845 F.3d at 1354 (describing Florida law).

Looking at the text of the arbitration clause in Campbell’s employment agreement, we agree with the district court that its scope only covered “controversies between [Campbell] and AIVA

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rather than controversies between [Campbell] and any other person.” The arbitration clause applied to “[a]ny controversy between [e]mployer and [e]mployee involving the construction or application of any of the terms, provisions, or conditions of this agreement.” Earlier in the contract, “[e]mployer” was defined as “AIVA G[lobal], Inc.” and “[e]mployee” was defined as “Dennis Campbell.”

Campbell’s claims against Muller and Shelton individually—regardless of the extent to which they rely on the employment contract—were not “controvers[ies] between [e]mployer and [e]mployee.” Only a claim between Campbell, the employee as defined by the contract, and AIVA, the employer as defined by the contract, would fit that description. That’s exactly what the district court concluded below when it explained that the arbitration clause’s “limits are clear . . . [a]s ‘a pure matter of contractual interpretation.’” *See Beck*, 249 So. 3d at 768. Muller and Shelton cannot compel arbitration on claims that the arbitration clause doesn’t cover. *See Fla. Roads Trucking*, 384 So. 3d at 820.

Muller and Shelton raise two arguments in response. First, they contend that Campbell had to rely on the employment contract’s terms in making his claims against them, and that he alleged Muller and Shelton engaged in coordinated misconduct with AIVA. At best, though, this meets the first step of Florida’s framework for equitable estoppel. It does not meet the second step, which asks whether the arbitration clause covers Campbell’s claims

against Muller and Shelton. For the reasons we explained above, it doesn't.

Second, Muller and Shelton assert that, because they were agents of AIVA, the claims against them fell within the scope of the arbitration clause that covered AIVA. Citing *Kroma Makeup* and *Koechli*, they contend that “a non-signatory defendant can invoke an arbitration clause that limits arbitration to disputes between ‘the parties,’ [where] the non-signatory defendants were officers and agents of a signatory, and they had themselves received rights and taken on obligations under the agreement.” *Kroma Makeup*, 845 F.3d at 1355 (citing *Koechli*, 870 So. 2d at 946).

But neither case helps them. As we explained in *Kroma Makeup*, even for officers and agents, “Florida’s doctrine of equitable estoppel permits a nonsignatory to an agreement to avail herself of an arbitration clause only when the claims asserted against her fall within the scope of the clause that the signatories had agreed upon.” *Id.* at 1356–57. And *Koechli* “reject[ed] the broad construction of the agency exception urged [in that case], which would [have] permit[ed] a non-signatory agent to a signatory to invoke arbitration simply because the agency relationship exist[ed].” *Koechli*, 870 So. 2d at 944. The equitable-estoppel doctrine does not apply to a claim against an officer or agent, the *Koechli* court explained, where “the language of the contract expressly restricts arbitration to the signing parties.” *Id.* (citing *Parkway Dodge, Inc. v. Yarbrough*, 779 So. 2d 1205 (Ala. 2000)).

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That’s exactly what we have here. The arbitration clause only purported to subject “[a]ny controversy between [e]mployer and [e]mployee” to arbitration. And the terms “[e]mployer” and “[e]mployee” were defined to mean only AIVA and Campbell. Not Muller and Shelton.

CONCLUSION

Because the scope of the arbitration clause is limited to controversies between Campbell and AIVA, the district court did not err when it denied Muller and Shelton’s motion to compel arbitration of the claims against them individually.

AFFIRMED.