

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

United States Court of Appeals
Fifth Circuit

FILED

September 27, 2007

Charles R. Fulbruge III
Clerk

No. 07-40226
Summary Calendar

MARILYN ANN BONIABY,

Plaintiff-Appellant,

v.

SECURITAS SECURITY SERVICES USA, INC.,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Texas
No. 3:05-CV-445

Before REAVLEY, SMITH, and BARKSDALE, Circuit Judges.

PER CURIAM:*

Proceeding pro se, Marilyn Boniaby appeals on the sole ground that the arbitration agreement she signed is invalid because of procedural unconscionabil-

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

ity. To show that, a plaintiff must present evidence of the defendant's "over-reaching or sharp practices" combined with the plaintiff's "ignorance or inexperience." *Fleetwood Enter., Inc. v. Gaskamp*, 280 F.3d 1069, 1077 (5th Cir.), modified on other grounds on denial of rehearing, 303 F.3d 570 (5th Cir. 2002) (per curiam). Nothing in the record reflects the sort of sharp practices the courts have required to establish unconscionability, nor has Boniaby indicated she was incapable of understanding the acknowledgement she signed.

The district court properly compelled arbitration, and the judgment is AFFIRMED.