IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 96-31158
Summary Calendar

EUGENE C. VAZ, JR.,

Plaintiff-Appellee,

versus

TENET HEALTHSYSTEM HOSPITALS, INC.,
d/b/a Doctor's Hospital of Jefferson,

Defendant-Appellant.

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Appeal from the United States District Court
for the Eastern District of Louisiana
USDC No. 96-CV-2126-F
- - - - - - - - - -
August 13, 1997

Before DUHE', DeMOSS and DENNIS, Circuit Judges.

PER CURIAM:[*]

Tenet HealthSystem Hospitals, Inc. (Tenet), appeals the district court's denial of Tenet's motion to stay the proceedings and to compel Eugene C. Vaz, Jr., to arbitrate, pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 3, 4, his claims arising under the Family and Medical Leave Act (FMLA), 29 U.S.C. §§ 2614(a), 2615(a).[**]

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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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

[**] We assume without deciding that an FMLA claim may be subject to a valid agreement for binding arbitration between an

Tenet argues the following: 1) the circumstances purportedly found by the court do not amount to legal duress which would vitiate the arbitration contract between Tenet and Vaz; 2) the district court's findings of facts were clearly erroneous; 3) Vaz relied upon an incorrect state-law standard for duress; and 4) Vaz's voluntary continuance of his employment subsequent to signing the arbitration agreement constituted his effective agreement to binding arbitration of employment disputes.

We have carefully reviewed the record and the appellate arguments. We conclude that the district court's findings of fact were not clearly erroneous and the district court did not err in its conclusions of law. See Anderson v. City of Bessemer City, N.C., 470 U.S. 564, 573-74 (1985); LA. CIV. CODE ANN. art. 1959 (West 1987). Tenet's last argument, raised for the first time on appeal, does not involve clear or obvious error. No plain error is detected. See Highlands Ins. v. National Union Fire Ins., 27 F.3d 1027, 1031-32 (5th Cir. 1994).

AFFIRMED.

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employer and employee.