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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION
13

14 EMMANUEL CORNET, JUSTINE DE
CAIRES, GRAE KINDEL, ALEXIS
15 CAMACHO, AND JESSICA PAN, on behalf
of themselves and all others similarly situated,
16

17 Plaintiffs,

18 vs.

19 TWITTER, INC.,

20 Defendant.
21

Case No. 3:22-cv-06857-JD

**DEFENDANT TWITTER, INC.’S
NOTICE OF MOTION AND MOTION
TO COMPEL ARBITRATION AND
STRIKE AND/OR DISMISS CLASS
CLAIMS**

**MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: December 29, 2022
Time: 10:00 a.m.
Judge: Hon. James Donato

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TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on Thursday, December 29, 2022, at 10:00 a.m. or as soon thereafter as may be heard in Courtroom 11 of this Court, located at 450 Golden Gate Avenue, San Francisco, California 94102, Defendant Twitter, Inc. (“Twitter”), will and hereby does move this Court for an Order compelling Plaintiffs Emmanuel Cornet, Justine de Caires, Grae Kindel, Alexis Camacho, and Jessica Pan (collectively “Plaintiffs”) to arbitrate the claims alleged in this action on an individual basis and to strike and dismiss Plaintiffs’ alleged class action claims. Each named Plaintiff clearly and unequivocally agreed to arbitrate any employment-related disputes with Twitter on an individual basis only. In contravention of their agreements, Plaintiffs have alleged employment-related claims in a putative class action against Twitter. Because Plaintiffs have refused to abide by their arbitration agreements, Twitter must seek relief from the Court. The arbitration agreement, including its class action waiver provision, is valid, binding, and legally enforceable under the Federal Arbitration Act (“FAA”). 9 U.S.C. §§ 1 *et seq.*; *Epic Systems Corp. v. Lewis*, 138 S. Ct. 1612, 1616, 1632 (2018). As a result, the Court should compel Plaintiffs to arbitrate their claims on an individual basis, and the Court should strike and/or dismiss their class claims.

This Motion is based on this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Fidelma Callaghan and all exhibits attached thereto, the evidence to which the Court may take judicial notice, the record in this action, and any other evidence as may be presented by Twitter at or before the hearing on this Motion.

Dated: November 21, 2022

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Eric Meckley
Eric Meckley
Brian D. Berry
Ashlee N. Cherry
Attorneys for Defendant
TWITTER, INC.

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