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 APPLE INC.

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

ANTHONY P. FOREMAN, individually, and  
 on behalf of all persons similarly situated,

Plaintiff,

vs.

APPLE, INC.,

Defendant.

Case No. 3:22-cv-03902 VC

**DEFENDANT APPLE INC.'S MOTION  
 TO COMPEL ARBITRATION OF  
 PLAINTIFF CONNOR SLEIGHTER'S  
 CLAIMS**

Date: October 27, 2022  
 Time: 10:00 a.m.  
 Courtroom: 4

[Filed and served concurrently with  
 Declarations of Scott Jang, Courtney Robles,  
 and Cindi Lewis; and [Proposed] Order]

Complaint Filed: July 1, 2022  
 Amended Complaint Filed: August 31, 2022  
 Trial Date: None Set

**NOTICE OF MOTION**

**TO THE HONORABLE COURT, PLAINTIFFS, AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE THAT** on October 27, 2022, at 10:00 a.m. in Courtroom 4 of the above-entitled Court, located at 450 Golden Gate Avenue, San Francisco, California, 94102, Defendant Apple Inc. (“Apple”) will move this Court for an order compelling Plaintiff Connor Sleighter (“Plaintiff Sleighter”) to submit his claims to binding individual arbitration and dismissing Sleighter’s putative class and collective action claims.<sup>1</sup>

Apple brings this motion on the following grounds. Plaintiff Sleighter and Apple have executed an arbitration agreement. The agreement requires arbitration on an individual basis of any claim relating or arising out of Plaintiff Sleighter’s employment with Apple. As relevant here, the agreement is valid and enforceable, and the agreement covers the claims asserted by Plaintiff Sleighter in this action. Accordingly, pursuant to the Federal Arbitration Act and other pertinent federal and state law, Apple now moves this Court for an order enforcing Plaintiff Sleighter and Apple’s arbitration agreement. Specifically, Apple respectfully moves this Court to: (1) compel Plaintiff Sleighter’s claims to binding individual arbitration; and (2) dismiss Plaintiff Sleighter’s putative class and collective action claims.

Apple’s motion is based on this Notice of Motion; the following Memorandum of Points and Authorities; the concurrently filed supporting declarations of Courtney Robles, Cindy Lewis, and Scott Jang; the arguments and materials presented during oral argument; and any other argument, evidence, or matter that the Court may properly consider.

Dated: September 16, 2022

JACKSON LEWIS P.C.

By: /s/ Scott P. Jang

Mia Farber

Scott P. Jang

Buck Haddix

Attorneys for Defendant APPLE INC.

<sup>1</sup> This motion to compel arbitration does not touch upon Plaintiff Sleighter’s claims under the California Labor Code Private Attorneys General Act of 2004, as Plaintiff Sleighter has dismissed those claims.

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