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Attorneys for Petitioner JUUL Labs, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JUUL LABS, INC.,
Petitioner,
v.
SIDDHARTH BREJA,
Respondent.

CASE NO. **CPF-19-516779**
PETITIONER JUUL LABS, INC.'S NOTICE
OF PETITION AND PETITION TO
COMPEL ARBITRATION

*[Memorandum of Points and Authorities,
Declaration of Brian L. Johnsrud, Declaration of
Angela Hayes, and [Proposed] Order filed
concurrently herewith]*

FILED
San Francisco County Superior Court

JUL 30 2019

CLERK OF THE COURT

BY: 
Deputy Clerk

FILED BY FAX



ORIGINAL

1 Petitioner JUUL Labs, Inc. (“JLI” or “Petitioner”) states and alleges as follows:

2 1. In May 2018, JLI offered Respondent Siddharth Breja (“Breja”) employment as
3 Senior Vice President of Finance. At that time, JLI sent Breja an offer letter that included an
4 arbitration provision (“Arbitration Agreement”). Breja signed the offer letter, which contains the
5 following Arbitration Agreement:

6 Except as prohibited by law, each of you and the Company agrees that, any claim,
7 controversy or legal dispute between them or between you and the Company (or
8 between you and any current or former officer, director, shareholder, agent or employee
9 of the Company or its subsidiaries, each of whom is hereby designated a third-party
10 beneficiary of this letter agreement regarding arbitration), arising out of your
11 employment or termination of such employment or this letter agreement (a “Dispute”) will be re-solved through binding arbitration in San Francisco County, California under the Federal Arbitration Act and, to the extent not inconsistent with or preempted by the Federal Arbitration Act, the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 et seq. THE PARTIES UNDERSTAND THAT BY AGREEING TO ARBITRATE DISPUTES THEY ARE WAIVING ANY RIGHT TO A JURY TRIAL...

12 A true and correct copy of the offer letter containing the Arbitration Agreement is attached as Exhibit
13 A to the Declaration of Angela Hayes, filed concurrently with this petition.

14 2. Breja worked at JLI’s headquarters in San Francisco, California. The events on which
15 JLI’s claims are based occurred in San Francisco County. The corporate records relevant to Breja’s
16 employment are maintained at JLI’s corporate headquarters in San Francisco, Breja’s supervisors and
17 decision makers regarding Breja’s employment work in JLI’s San Francisco headquarters, and Breja
18 would have continued to work for JLI at its San Francisco headquarters if his employment had not
19 been terminated.

20 3. Breja was terminated on March 21, 2019, after less than a year of employment at JLI,
21 because he displayed serious deficiencies in his management style, his ability to recruit senior
22 leaders, and his ability to collaborate with peers and consistently treat others with respect, and
23 because he had misrepresented his role at his prior company. At no time during the termination
24 meeting (or during his entire 10 months of employment) did Breja complain that he had been
25 retaliated against, suggest he had ever identified any safety or quality concerns, or claim that his
26 employment had been wrongfully terminated. While JLI could have terminated Breja’s employment
27 for “Cause,” it nonetheless offered him severance because of his senior role, the fact that he was
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1 nearing his first equity vesting date, and to avoid a potential dispute over whether there was Cause.
2 On the date of his termination, JLI provided Breja with a proposed Separation Agreement and
3 Release (the "Release"). Breja rejected the Release.

4 4. On April 23, 2019, Breja sent JLI a demand letter (through counsel) claiming that he
5 was retaliated against and wrongfully terminated and threatening to bring a wrongful termination
6 action against JLI in California Superior Court. All such claims are covered by the Arbitration
7 Agreement.

8 5. JLI requested that Breja honor his agreement and obligation to arbitrate this dispute.
9 On July 22, 2019, JLI sent Breja an arbitration demand including a claim for declaratory relief that
10 JLI lawfully terminated Breja's at-will employment. With its demand, JLI asked Breja to choose to
11 arbitrate before either AAA or JAMs. But Breja has not answered JLI's arbitration demand, as
12 reflected in email exchanges with Breja's legal counsel, true and correct copies of which are attached
13 as Exhibit A to the Declaration of Brian L. Johnsrud, filed herewith.

14 6. Because Breja has refused to arbitrate the present dispute, JLI is compelled to seek
15 judicial intervention by filing the instant petition to compel arbitration pursuant to Section 1281.2 of
16 California's Code of Civil Procedure and the Federal Arbitration Act (9 U.S.C. § 2).

17 7. JLI has not made any previous applications to this Court for the relief sought herein.

18 8. This Petition is based upon this Petition, the accompanying Memorandum of Points
19 and Authorities, the accompanying Declaration of Angela Hayes, the accompanying Declaration of
20 Brian L. Johnsrud, all papers and pleadings from this case on file with the Court in this matter, all
21 other matters of which the Court may take judicial notice, any further evidence or argument offered
22 to the Court in Reply to any Opposition to this Petition or at or before the hearing on this Petition,
23 and any other matters that the Court may consider.

24 WHEREFORE, JLI prays:

25 (a) That the Court order Respondent Breja to arbitrate the claims raised by JLI in its
26 arbitration demand of July 22, 2019; and

27 (b) For such other and further relief as the Court may deem proper.
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Dated: July 26, 2019

GIBSON, DUNN & CRUTCHER LLP

By: 
Rachel S. Brass

Attorneys for Defendant JUUL LABS, INC.

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ATTORNEY FOR (Name): JUUL Labs, Inc.

FOR COURT USE ONLY
FILED
San Francisco County Superior Court
JUL 30 2019
CLERK OF THE COURT
BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister St.
MAILING ADDRESS: 400 McAllister St.
CITY AND ZIP CODE: San Francisco, CA 94102-4515
BRANCH NAME: Civic Center Courthouse

CASE NAME:
JUUL Labs, Inc. v. Breja

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
CPF-19-516779
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|---|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23) | Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) | Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20) |
| Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35) | Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) | Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) |
| Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input checked="" type="checkbox"/> Other petition (not specified above) (43) |

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary, declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 1 - Petition to Compel Arbitration
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 3, 2019
Rachel S. Brass
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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