



Defendants entered into a valid and enforceable mutual agreement to arbitrate with Plaintiff on July 1, 2021. ***Exhibit 1, S. Peacock Arbitration Agreement***. In contravention of the Agreement, Plaintiff filed his Complaint, on behalf of himself and other similarly situated individuals, alleging that Defendants violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.* and Tennessee law by failing to adequately reimburse his and other similarly situated delivery drivers’ delivery-related expenses, purportedly resulting in the payment of a sub-minimum wage, and failing to pay Plaintiff and other similarly situated delivery drivers overtime wages in relation to his employment and the cessation of his employment with Defendants. [D.E. 1]. Pursuant to the Agreement, Plaintiff waived his right to bring any dispute as a class and/or collective action, and all of Plaintiff’s claims are arbitrable and within the scope of the Agreement. Additionally, under the terms of the Agreement, Plaintiff was obligated to dismiss his Complaint within ten (10) day of receiving notice of the Agreement. Plaintiff failed, and continues to refuse to do so, entitling Defendants to an award of costs and attorneys’ fees incurred in the preparation this Motion.

Wherefore, for the reasons stated above and more fully in its Memorandum of Law filed contemporaneously filed with its Motion, Defendants respectfully request that the Court enter an order: (1) compelling Plaintiff, and any other opt-in plaintiffs who likewise signed a valid arbitration agreement, including Justin Zawad, to arbitrate their claims on an individual basis in accordance with the Arbitration Agreement; (2) dismissing this action pending resolution of arbitration of Plaintiff’s

claims; and (3) awarding Defendants' attorneys' fees and costs incurred in responding to Plaintiff's Complaint, as provided in the Agreement.

Respectfully submitted on this, the 6th day of July, 2022.

/s/ Courtney Leyes

Courtney Leyes (TN Bar No. 034012)

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**CERTIFICATE OF SERVICE**

I, Courtney Leyes, hereby certify that on this, the 6th day of July, 2022, I electronically filed the foregoing *Defendants' Motion to Compel Arbitration* with the Clerk of Court using the CM/ECF system, which will automatically send email notification of such filing to the following counsel of record:

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/s/ Courtney Leyes  
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