UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

ADECCO USA, INC.

and **Case 13-CA-175962**

MICHELE MIMS, an Individual

MOTION TO TRANSFER CASE TO THE BOARD
AND MOTION FOR SUMMARY JUDGMENT

Pursuant to Sections 102.24 and 102.50 of the Rules and Regulations of the National Labor Relations Board, Counsel for the General Counsel moves to transfer this case to the Board and moves for summary judgment. This case concerning Respondent Adecco USA, Inc.'s, alleged promulgation, maintenance, and enforcement of an Arbitration Agreement presents no genuine issues as to any material fact and the General Counsel is entitled to judgment as matter of law.

In support of these motions, Counsel for the General Counsel states as follows:

1. On May 10, 2016, Michele Mims (Charging Party) filed the unfair labor practice charge in Case 13-CA-175962 and, on September 9, 2016, filed the first amended charge. The charge alleges that Adecco USA, Inc., (Respondent) violated Section 8(a)(1) of the Act by maintaining and/or enforcing a rule prohibiting employees' participation in collective or class actions. (A copy of the original charge is attached hereto as Exhibit 1 and a copy of the first amended charge is attached hereto as Exhibit 2.)

2. On September 20, 2016, the Acting Regional Director for Region Thirteen of the Board issued and served a Complaint in Case 13-CA-175962, alleging that at all times material therein, Respondent, on a nationwide basis, promulgated to its employees at the time of their hire and required them to sign a "Dispute Resolution and Arbitration Agreement for Consultants/Associates" (the Arbitration Agreement) and, around August 26, 2016, sought enforcement of the Arbitration Agreement in the Circuit Court of Cook County, Illinois, Chancery Division. (A copy of the Arbitration Agreement is attached hereto as Exhibit 3.) The Complaint alleges that the promulgation, maintenance, and enforcement of the Arbitration Agreement violates Section 8(a)(1) of the Act. (A copy of the September 20, 2016, Complaint and Affidavit of Service of Complaint are attached hereto as Exhibit 4.)

3. On October 4, 2016, Respondent filed an Answer to the Complaint, admitting, as alleged in the Complaint, that it promulgated, maintained, and enforced the Arbitration Agreement that was executed by its employees, including the Charging Party. (A copy of Respondent's October 4, 2016, Answer to the Complaint and Affidavit of Service is attached hereto as Exhibit 5.)

4. In support of this Motion for Summary Judgment, the undersigned notes the following regarding the Complaint and Answer herein:

(a) Respondent's Answer admits the following paragraphs of the Complaint:

(1) Paragraph 1(a) and (b): Filing and receipt of the charge and first amended charge.[1]

(2) Paragraph 2(a) and (b): Jurisdictional facts.

(3) Paragraph 3: The conclusion that Respondent is an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

[1] In Paragraph 1 of its Answer, Respondent admits that it was served with the original charge but states that service occurred on May 16, 2016, not May 11, 2016 as stated in Paragraph 1 of the Complaint.

(4) Paragraph 4(c): At all material times, Respondent has maintained and/or enforced the Arbitration Agreement as to its employees nationwide, including the Charging Party.

(5) Paragraph 5(b): Respondent sought enforcement of the Arbitration Agreement.

(b) Respondent's Answer denies the following paragraphs of the Complaint:

(1) Paragraph 4(a): At all material times since at least July 30, 2015, Respondent has promulgated to its employees nationwide at the time of their hire the Arbitration Agreement through a web-based application, and required them to electronically sign it.[2]

(2) Paragraph 4(b): The Arbitration Agreement specifically informs employees that they are bound to the Arbitration Agreement as a condition of employment.

(3) Paragraph 4(d): The legal conclusion that the Arbitration Agreement interferes with employees' Section 7 rights to engage in collective legal activity by binding employees to a waiver of their rights to participate in collective and class litigation.

(4) Paragraph 4(e): The legal conclusion that the Arbitration Agreement interferes with employees' access to the Board and its processes because it contains language which employees would reasonably conclude prohibits or restricts their right to file unfair labor practice charges with the Board.

(5) Paragraph 5(a): The Charging Party filed a class-action wage-and-hour lawsuit.

(6) Paragraph 6: The legal conclusions that by the conduct described in paragraphs 4 and 5(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

(7) Paragraph 7: The legal conclusion that Respondent's unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

5. As noted above, Respondent has denied the allegations and/or portions of the allegations described in Paragraphs 4(a) and (b) and 5(a) of the Complaint. However, for the

[2] In Paragraph 4 of its Answer, Respondent admits to the promulgation of the Arbitration Agreement, but denies that it requires its employees to sign the Arbitration Agreement.

reasons set forth below, Respondent's denials of these paragraphs do not raise any genuine issues of fact regarding these paragraphs which would preclude the granting of Counsel for General Counsel's Motion for Summary Judgment. Further, Respondent's remaining denials address only the legal conclusions to be drawn from the factual allegations set forth in the Complaint and therefore do not raise any bona fide issues of fact.

Regarding Paragraph 4(a), Respondent disputes the fact that it requires its employees to sign the Arbitration Agreement on the basis that paragraph 9 of the Arbitration Agreement allows employees to opt out during the first 30 days of employment. (See Exhibit 3, par. 9) Specifically, the opt-out provision states:

> Within 30 days of signing this Agreement, Employee may submit a form stating that Employee wishes to opt out and not be subject to the Dispute Resolution Agreement An Employee who opts out as provided in this paragraph will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to the Dispute Resolution Agreement. Should Employee not opt out of the Dispute Resolution Agreement in a timely manner, Employee and the Company will be deemed to have mutually accepted the terms of the Dispute Resolution Agreement.

The Board recently considered and found unlawful the very same Arbitration Agreement at issue here in a separate proceeding against Respondent in *Adecco USA, Inc.*, 364 NLRB No. 9 (2016). (A copy of the Board's underlying Complaint and Attachment A, containing the Arbitration Agreement, in that Case, 32-CA-142303, is attached hereto as Exhibit 6.) There, too, Respondent had argued that the opt-out provision placed the Arbitration Agreement outside the scope of the prohibition against mandatory individual arbitration agreements under *Murphy Oil*, 361 NLRB No. 72 (2014), enf. denied in relevant part 808 F.3d 1013 (5th Cir. 2015), and *D.R. Horton, Inc.*, 357 NLRB 2277 (1012), enf. denied in relevant part 737 F.3d 344 (5th Cir. 2013). The Board rejected the argument, relying on *On Assignment Staffing Services*, 362 NLRB No.

189 (2015), in which the Board held that even assuming that an opt-out provision renders an arbitration agreement non-mandatory, an agreement precluding collective action in all forums unlawfully requires employees to prospectively waive their Section 7 rights, even if entered into voluntarily. *Adecco USA, Inc.*, supra, slip op. at 3. Thus, as the Board has already considered and rejected Respondent's argument with respect to the very Arbitration Agreement at issue in this Case, Respondent's denial raises no new material issue of fact regarding the allegation contained in Paragraph 4(a) of the Complaint.

Regarding Paragraph 4(b), Respondent contends that the Arbitration Agreement speaks for itself and on that basis denies the allegation of paragraph 4(b) of the Complaint. (See Exhibit 5, par. 4). As Respondent does not dispute or deny the language contained in the Arbitration Agreement, its denial of Paragraph 4(b) does not raise any material issue of fact.[3]

Regarding Paragraph 5(a), Respondent denies that the Charging Party's lawsuit was properly pled as a class action. However, inasmuch as Respondent admits that it sought enforcement of the Arbitration Agreement by filing a motion to compel individual arbitration on the basis of the Arbitration Agreement in the Charging Party's collective action in the Circuit Court of Cook County, Illinois, (Mims v. Adecco USA, Inc., 2016-CH-09687), its denial does not raise any material issue of fact. (A copy of Respondent's Motion to Compel Arbitration and Stay Proceedings is attached hereto as Exhibit 7.)

6. Respondent's remaining denials address legal conclusions set forth in the Complaint which have already been addressed by the Board's ruling in *Adecco USA, Inc.*, 364 NLRB No. 9. In previously finding that Respondent's maintenance and enforcement of the Arbitration

[3] As discussed above, Respondent's argument that the opt-out provision renders the Arbitration Agreement not a condition of employment fails under the Board's ruling in *Adecco USA, Inc.*, supra.

Agreement at issue violated Section 8(a)(1), the Board relied on the holding in *D.R. Horton, Inc.*, reaffirmed in *Murphy Oil*, that mandatory arbitration agreements which require employees to waive the right to commence or participate in class or collective actions in all forums, whether arbitral or judicial, are unlawful. Respondent's denials and affirmative defenses do not raise any substantive arguments not previously addressed and rejected by the Board. Further, as in that case, in addition to the language of the Arbitration Agreement, Respondent's attempt to enforce the Agreement in court through its Motion to Compel is likewise an unlawful restriction of Section 7 rights.[4] See *Adecco USA, Inc.*, supra, slip op. at 3.

The Board should reject Respondent's affirmative defense that the allegations in the Complaint are barred by the 6-month statute of limitations set forth in Section 10(b) of the Act. As the Board stated in *Adecco USA, Inc.*, a violation is established where an unlawful rule is maintained or enforced during the 6-month period prior to the filing of a charge. Id., slip op. at 2. Respondent admits to maintaining and enforcing the Arbitration Agreement within the relevant 10(b) period. Indeed, the Arbitration Agreement continues to be in effect (see Exhibit 5, par. 4) and Respondent filed its motion to enforce the Agreement around August 26, 2016 (within the 10(b) period). The Board should further find that, in addition to maintaining and enforcing the Agreement, Respondent also promulgated the Agreement within the 10(b) period. While the Charging Party signed the Agreement outside of the 6-month period preceding the filing of her charge, Respondent admits that it has continued to present the Agreement to new consultants/associates at the time of hire since at least July 30, 2015, and continuing to date. (See Exhibit 5, par. 4) Accordingly, the Board should reject Respondent's 10(b) defense in its entirety.

7. As outlined in the Complaint, the General Counsel seeks, in addition to the standard recession, notice posting, and make-whole requirements already ordered by the Board in *Adecco USA, Inc.*, that Respondent be required to reimburse the Charging Party for any litigation

[4] The Board should reject Respondent's argument that the Complaint and relief sought by the General Counsel violate its First Amendment right of access to the court. Id. at fn. 4.

expenses, including attorneys' fees, incurred in opposing Respondent's unlawful motion to compel individual arbitration. Respondent should also be required to notify the Circuit Court of Cook County, Illinois, Chancery Division in Case N0. 16 CH 09687 that it has rescinded or revised the Arbitration Agreement and inform the court that it no longer opposes the lawsuit on that basis. If an order granting Respondent's motion to compel has already issued, General Counsel seeks an order requiring Respondent to move to the court to vacate its order for individual arbitration, if a motion to vacate can still be timely filed. The Board ordered such remedies in *Adecco USA, Inc.*, 364 NLRB No. 9.

WHEREFORE, in view of the matters set forth above, and upon consideration of the documents attached hereto and incorporated in this Motion, and as Respondent's Answer raises no issue of fact or law requiring a hearing in this proceeding, the undersigned prays that the Board find and conclude that Respondent has violated Section 8(a)(1) of the Act and that it issue a Decision and Order in conformity with the allegations in the Complaint.

DATED AT Chicago, Illinois this 2nd day of November 2016.

Respectfully submitted,

/s/ Emily O'Neill

Emily O'Neill
Counsel for the General Counsel
National Labor Relations Board
Region 13
219 South Dearborn, Suite 808
Chicago, IL 60604

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

ADECCO USA, INC.

and **Case 13-CA-175962**

MICHELE MIMS, an Individual

CERTIFICATE OF SERVICE OF MOTION TO TRANSFER CASE TO THE BOARD AND FOR SUMMARY JUDGMENT

I certify that on the 2nd day of November, 2016, I served the above-entitled document upon the following persons at the addresses and in the manner indicated below.

Executive Secretary National Labor Relations Board	**E-FILE**
Vanessa S. Hodgerson, Associate General Counsel Adecco USA, Inc. 10151 Deerwood Park Blvd Ste 200-400 Jacksonville, FL 32256-0557 vanessa.hodgerson@adeccona.com	**E-MAIL and STANDARD MAIL**
Adecco USA, Inc. 10 S La Salle St Ste 1380 Chicago, IL 60603-1082	**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**
Michele Mims 1111 N Massasoit Ave Chicago, IL 60651-2659	**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**
Christopher J. Williams, Esq. Workers' Law Office, P.C. 53 W Jackson Blvd Ste 701 Chicago, IL 60604-3480 cwilliams@wagetheftlaw.com	**E-MAIL and STANDARD MAIL**

November 2, 2016

/s/ Emily O'Neill

Emily O'Neill
Counsel for the General Counsel
National Labor Relations Board, Region 13
219 South Dearborn, Suite 808
Chicago, IL 60604

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 13-CA-175962	Date Filed 5/10/16

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Adecco USA, Inc.

b. Tel. No. 312-782-1014
c. Cell No.
f. Fax No.
g. e-Mail
h. Number of workers employed 1000+

d. Address *(Street, city, state, and ZIP code)*
208 S. LASALLE ST, SUITE 814
Chicago, IL 60604

e. Employer Representative
C T CORPORATION SYSTEM

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Temporary Labor Services Agency

j. Identify principal product or service
Labor Services

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*
The class action waiver and mandatory arbitration agreement of Adecco, attached hereto, violates the National Labor Relations Act.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Michele Mims

4a. Address *(Street and number, city, state, and ZIP code)*
C/O Workers' Law Office
53 W Jackson Blvd, ste 701
Chicago, IL 60604

4b. Tel. No. 312-795-9121
4c. Cell No.
4d. Fax No. 312-929-2207
4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ Neil Kelley, Attorney
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 53 W. Jackson Blvd, Ste. 701, Chicago, IL 60604 5/10/2016 *(date)*

Tel. No.
Office, if any, Cell No.
Fax No.
e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT
Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are found in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 1

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
13-CA-175962	9/9/16

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Adecco USA, Inc.		b. Tel. No. (904)513-5177 c. Cell No.
d. Address (street, city, state ZIP code) 10 S La Salle St Ste 1380 Chicago, IL 60603-1082	e. Employer Representative Vanessa S. Hodgerson, Esq., Associate General Counsel 10151 Deerwood Park Blvd Ste 200-400 Jacksonville, FL 32256-0557	f. Fax No. g. e-Mail vanessa.hodgersoon@adeccanoa.com h. Dispute Location (City and State) Chicago, IL
i. Type of Establishment Employment Agency	j. Principal Product or Service Temporary Workers	k. Number of workers at dispute location ~1000

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

For the past six months and continuing, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining and/or enforcing an unlawful Dispute Resolution *and Arbitration* Agreement, containing a class-action waiver and/or mandatory arbitration provision.

Since about August 26, 2016, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by filing a motion to compel arbitration against Michelle Mims as an individual.

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)
Michele Mims by Christopher J Williams, Attorney Representative

4a. Address (street and number, city, state, and ZIP code) Workers' Law Office 53 W Jackson Blvd Ste 701 Chicago, IL 60604-3480	4b. Tel. No. (312)795-9121 4c. Cell No. 4d. Fax No. (312)929-2207 4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*fill in when charge is filed by a labor organization*)

6. DECLARATION: **I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.**	Tel. No. (312)795-9121
By: (signature of representative or person making charge) Christopher J. Williams Print Name and Title Atty	Office, if any, Cell No. Fax No. (312)929-2207
Address: 53 W Jackson Blvd Ste 701 Chicago, IL 60604-3480 — Date: 9/9/16	e-Mail cwilliams@wagetheftlaw.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

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CHICAGO, IL

Dispute Resolution and Arbitration Agreement for Consultants/Associates

This Dispute Resolution and Arbitration Agreement for Consultants/Associates ("Dispute Resolution Agreement") is entered between Adecco USA, Inc., its successors and assigns and its officers, directors, employees, affiliates, subsidiaries and parent companies (collectively referred to as the "Company"), and MICHELE T MIMS ("Employee").

Recitals

A. The Company desires to consider Employee for placement or the continuation of Employee on temporary work assignments at Company's client(s) ("Client(s)");

B. Employee is desirous of such consideration or continued assignment; and

C. Employee and the Company desire to resolve any disputes concerning the terms, conditions or benefits of Employee's employment.

NOW THEREFORE, based on the above, and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. It is the Company's goal that workplace disputes or claims be handled responsibly and on a prompt basis. Employee and the Company are encouraged to take advantage of the procedures in the Company's Open Door Policy and solve problems and disputes informally, through dialog with Employee's supervisor, manager or Human Resources representative. Absent resolution through such process, the Company and Employee agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, the employment relationship between the parties, or the termination of the employment relationship, shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. These Rules can be obtained from the Company Human Resources Department or on line at www.adr.org. The agreement to arbitrate includes any claims that the Company may have against Employee, or that Employee may have against the Company or against any of its officers, directors, employees, agents, or parent, subsidiary, or affiliated entities, except as set forth below. The arbitration shall take place in the county where Employee is or was last employed by the Company. The Company and Employee agree that the aggrieved party must give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law sets forth for such claim. This Agreement shall be enforceable under and subject to the *Federal Arbitration Act, 9 U.S.C. Sec 1 et seq.* and shall survive after the employment relationship terminates. **BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A JUDGE OR JURY IN A COURT.**

2. Except as it otherwise provides, this Dispute Resolution Agreement also applies, without limitation, to disputes regarding the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

3. The arbitration requirement does not apply to (i) claims for workers compensation, state disability insurance and unemployment insurance benefits; (ii) claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance; however, this Dispute Resolution Agreement does apply to claims for breach of fiduciary duty, for penalties, or alleging any other violation of the Employment Retirement Income Security Act of 1974, as amended, even if such claim is combined with a claim for benefits; and (iii) disputes that may not be subject to predispute arbitration agreements as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203).

4. Regardless of any other terms of this Dispute Resolution Agreement, claims may be brought before an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims may include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlrb.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Dispute Resolution Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

5. Although Employee will not be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Dispute Resolution Agreement including the

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following class, collective and/or representative action waivers under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

6. Employee or the Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

7. **BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS AND/OR COLLECTIVE PROCEEDING.**

8. **FURTHERMORE, BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN ANY REPRESENATATIVE PROCEEDING UNDER ANY PRIVATE ATTORNEY GENERAL STATUTE ("PAGA CLAIM"), UNLESS APPLICABLE LAW REQUIRES OTHERWISE. IF THE PRECEDING SENTENCE IS DETERMINED TO BE UNENFORCEABLE, THEN THE PAGA CLAIM SHALL BE LITIGATED IN A CIVIL COURT OF COMPETENT JURISDICTION AND ALL REMAINING CLAIMS WILL PROCEED IN ARBITRATION.**

9. Within 30 days after signing this Agreement, Employee may submit a form stating that Employee wishes to opt out and not be subject to the Dispute Resolution Agreement. Employee must submit a signed and dated statement on a "Dispute Resolution and Arbitration Agreement for Consultants/Associates Opt Out Form" ("Form") that can be obtained from the Company Human Resources Department Send your request for the Opt Out Form to: associatearbitration@adeccona.com . An Employee who opts out as provided in this paragraph will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to the Dispute Resolution Agreement. Should Employee not opt out of the Dispute Resolution Agreement in a timely manner, Employee and the Company will be deemed to have mutually accepted the terms of the Dispute Resolution Agreement.

10. It is understood and agreed by the parties that a Client and its affiliates are intended to be third party beneficiaries to this Dispute Resolution Agreement. Although the Client and its affiliates are not the Employee's employer, any disputes that may be asserted against Client or its affiliates due to Employee's temporary work assignment at Client shall be resolved pursuant to this Dispute Resolution Agreement in the same manner as claims made against the Company.

11. An Employee has the right to consult with counsel of the Employee's choice concerning this Dispute Resolution Agreement. Employee has read this Dispute Resolution Agreement carefully, fully understands the meaning of its terms and is signing it knowingly and voluntarily.

12. It is against Company policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Dispute Resolution Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Company Human Resources Department.

13. The Company may change or modify the terms of the Dispute Resolution Agreement at any time with reasonable prior notice to Employee. It is understood that future changes will supersede or eliminate, in whole or in part, the terms of the Dispute Resolution Agreement. Current versions of the Dispute Resolution Agreement will be posted by the Company on the Company's internet site or such other location(s) designated by the Company.

14. If any provision(s) of this Dispute Resolution Agreement is declared overbroad, invalid or unenforceable such provision(s) shall be severed from this Dispute Resolution Agreement and, the remaining provisions of this Dispute Resolution Agreement shall remain in full force and effect and shall be construed in a fashion which gives meaning to all of the other terms of this Dispute Resolution Agreement.

IN WITNESS WHEREOF, the parties have voluntarily and knowingly executed this Dispute Resolution Agreement on the day and year set forth below.

EMPLOYEE	ADECCO USA INC.
MICHELE T MIMS (e-sign I agree)	
DATE: 07/30/2015	DATE: 07/30/2015

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

ADECCO USA, INC.

and **Case 13-CA-175962**

MICHELE MIMS, an Individual

COMPLAINT

This Complaint is based on a charge filed by Michele Mims, an Individual (Charging Party). It is issued pursuant to Section 10(b) of the National Labor Relations Act (Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (Board) and alleges that Adecco USA, Inc. (Respondent) has violated the Act as described below.

I

(a) The charge in this proceeding was filed by the Charging Party on May 10, 2016, and a copy was served on Respondent by U.S. mail on May 11, 2016.

(b) The first amended charge in this proceeding was filed by the Charging Party on September 9, 2016, and a copy was served on Respondent by U.S. mail on September 9, 2016.

II

(a) At all material times, Respondent, a Delaware corporation with its corporate headquarters in Jacksonville, Florida and with a branch office in Chicago, Illinois, has been engaged in providing temporary employee staffing services to clients throughout the State of Illinois and nationwide.

(b) During the 12-month period ending December 31, 2015, Respondent performed services valued in excess of $50,000 in States other than the State of Illinois.

III

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

IV

(a) At all material times since at least July 30, 2015, and continuing to date, Respondent has promulgated to its employees nationwide at the time of their hire, through a web-based application, and required them to electronically sign a "Dispute Resolution and Arbitration Agreement for Consultants/Associates" (Arbitration Agreement). (A copy of the Arbitration Agreement is attached hereto as Exhibit A.)

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(b) The Arbitration Agreement specifically informs Respondent's employees that they are bound to the Arbitration Agreement as a condition of their employment with Respondent.

(c) At all material times since at least July 30, 2015, and continuing to date, Respondent has maintained and/or enforced the Arbitration Agreement as to its employees nationwide, including Charging Party.

(d) The Arbitration Agreement interferes with employees' Section 7 rights to engage in collective legal activity by binding employees to a waiver of their rights to participate in collective and class litigation.

(e) The Arbitration Agreement interferes with employees' access to the Board and its processes because it contains language which employees would reasonably conclude prohibits or restricts their right to file unfair labor practice charges with the Board.

V

(a) About July 22, 2016, Charging Party filed a class-action wage-and-hour lawsuit in the Circuit Court of Cook County, Illinois, Chancery Division, on behalf of herself and similarly situated laborers (Mims v. Adecco USA, Inc., 2016-CH-09687).

(b) About August 26, 2016, Respondent sought enforcement of the Arbitration Agreement described in paragraph IV(a) in the Circuit Court of Cook County, Illinois, Chancery Division by filing a Motion to Compel Arbitration and Stay Proceedings in the Charging Party's class-action lawsuit described above in paragraph V(a), in which Respondent argued that the Arbitration Agreement required Charging Party to arbitrate her class action and concerted claims on an individual basis.

VI

By the conduct described above in paragraphs IV and V (b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

VII

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as a part of the remedy for the unfair labor practices alleged in paragraphs IV and V(b) and in view of the fact that Respondent has solicited all of its associates who are employed nationwide to sign the Arbitration Agreement, the General Counsel seeks that Respondent be required to post at all of its branch offices in the United States any Notice To Employees that may issue in this proceeding and that Respondent be required to send a copy of any Board Order and Notice To Employees via e-mail and regular mail to all of its associates nationwide who were solicited to sign the Arbitration Agreement and that Respondent post a

copy of any Board Order and Notice To Employees on its website where employees apply for employment.

The General Counsel further seeks as a remedy for the unfair labor practices alleged in paragraphs IV and V(b) that Respondent be required to reimburse Charging Party for any litigation expenses, including attorneys' fees, directly related to opposing the Motion to Compel Arbitration and Stay Proceedings described above in paragraph V(b) (Mims, on behalf of herself and similarly situated laborers v. Adecco USA, 2016-CH-09687 (Circuit Court of Cook County, Illinois, Chancery Division)) or any other legal action taken to enforce the Arbitration Agreement's prohibition of class, collective, and concerted representative actions. In addition, the General Counsel seeks an order requiring Respondent to withdraw its Motion to Compel Arbitration and Stay Proceedings described above in paragraph V(b). If an Order Granting the Motion to Compel Arbitration has issued, the General Counsel seeks an order requiring Respondent to file a Motion to Vacate the Order Granting Motion to Compel Arbitration in Michele Mims, on behalf of herself and similarly situated laborers v. Adecco USA, Inc., Case No. 16 CH 09687, Circuit Court of Cook County, Illinois, Chancery Division, provided that a motion to vacate can still be timely filed.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before October 4, 2016, or postmarked on or before October 3, 2016**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or

if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Dated: September 20, 2016

/s/ Daniel Nelson

Daniel Nelson
Acting Regional Director
National Labor Relations Board
Region 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, Illinois 60604-2720

Attachment

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

ADECCO USA, INC.

and **Case 13-CA-175962**

MICHELE MIMS, an Individual

AFFIDAVIT OF SERVICE OF: Complaint (with Attachment A)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 20, 2016, I served the above-entitled document(s) by **certified or regular mail,** as noted below, upon the following persons, addressed to them at the following addresses:

Vanessa S. Hodgerson , Associate General Counsel Adecco USA, Inc. 10151 Deerwood Park Blvd Ste 200-400 Jacksonville, FL 32256-0557	**FIRST CLASS MAIL**
Adecco USA, Inc. 10 S La Salle St Ste 1380 Chicago, IL 60603-1082	**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**
Michele Mims 1111 N Massasoit Ave Chicago, IL 60651-2659	**CERTIFIED MAIL**
Christopher J. Williams, Esq. Workers' Law Office, P.C. 53 W Jackson Blvd Ste 701 Chicago, IL 60604-3480	**FIRST CLASS MAIL**

September 20, 2016
Date

Denise Gatsoudis, Designated Agent of NLRB
Name

/s/ Denise Gatsoudis
Signature

Dispute Resolution and Arbitration Agreement for Consultants/Associates

This Dispute Resolution and Arbitration Agreement for Consultants/Associates ("Dispute Resolution Agreement") is entered between Adecco USA, Inc., its successors and assigns and its officers, directors, employees, affiliates, subsidiaries and parent companies (collectively referred to as the "Company"), and MICHELE T MIMS ("Employee").

Recitals

A. The Company desires to consider Employee for placement or the continuation of Employee on temporary work assignments at Company's client(s) ("Client(s)");

B. Employee is desirous of such consideration or continued assignment; and

C. Employee and the Company desire to resolve any disputes concerning the terms, conditions or benefits of Employee's employment.

NOW THEREFORE, based on the above, and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. It is the Company's goal that workplace disputes or claims be handled responsibly and on a prompt basis. Employee and the Company are encouraged to take advantage of the procedures in the Company's Open Door Policy and solve problems and disputes informally, through dialog with Employee's supervisor, manager or Human Resources representative. Absent resolution through such process, the Company and Employee agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, the employment relationship between the parties, or the termination of the employment relationship, shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. These Rules can be obtained from the Company Human Resources Department or on line at www.adr.org. The agreement to arbitrate includes any claims that the Company may have against Employee, or that Employee may have against the Company or against any of its officers, directors, employees, agents, or parent, subsidiary, or affiliated entities, except as set forth below. The arbitration shall take place in the county where Employee is or was last employed by the Company. The Company and Employee agree that the aggrieved party must give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law sets forth for such claim. This Agreement shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sec 1 *et seq.* and shall survive after the employment relationship terminates. **BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A JUDGE OR JURY IN A COURT.**

2. Except as it otherwise provides, this Dispute Resolution Agreement also applies, without limitation, to disputes regarding the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

3. The arbitration requirement does not apply to (i) claims for workers compensation, state disability insurance and unemployment insurance benefits; (ii) claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance; however, this Dispute Resolution Agreement does apply to claims for breach of fiduciary duty, for penalties, or alleging any other violation of the Employment Retirement Income Security Act of 1974, as amended, even if such claim is combined with a claim for benefits; and (iii) disputes that may not be subject to predispute arbitration agreements as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203).

4. Regardless of any other terms of this Dispute Resolution Agreement, claims may be brought before an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims may include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlrb.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Dispute Resolution Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

5. Although Employee will not be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Dispute Resolution Agreement including the

following class, collective and/or representative action waivers under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

6. Employee or the Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

7. **BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS AND/OR COLLECTIVE PROCEEDING.**

8. **FURTHERMORE, BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN ANY REPRESENATATIVE PROCEEDING UNDER ANY PRIVATE ATTORNEY GENERAL STATUTE ("PAGA CLAIM"), UNLESS APPLICABLE LAW REQUIRES OTHERWISE. IF THE PRECEDING SENTENCE IS DETERMINED TO BE UNENFORCEABLE, THEN THE PAGA CLAIM SHALL BE LITIGATED IN A CIVIL COURT OF COMPETENT JURISDICTION AND ALL REMAINING CLAIMS WILL PROCEED IN ARBITRATION.**

9. Within 30 days after signing this Agreement, Employee may submit a form stating that Employee wishes to opt out and not be subject to the Dispute Resolution Agreement. Employee must submit a signed and dated statement on a "Dispute Resolution and Arbitration Agreement for Consultants/Associates Opt Out Form" ("Form") that can be obtained from the Company Human Resources Department Send your request for the Opt Out Form to: associatearbitration@adeccona.com . An Employee who opts out as provided in this paragraph will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to the Dispute Resolution Agreement. Should Employee not opt out of the Dispute Resolution Agreement in a timely manner, Employee and the Company will be deemed to have mutually accepted the terms of the Dispute Resolution Agreement.

10. It is understood and agreed by the parties that a Client and its affiliates are intended to be third party beneficiaries to this Dispute Resolution Agreement. Although the Client and its affiliates are not the Employee's employer, any disputes that may be asserted against Client or its affiliates due to Employee's temporary work assignment at Client shall be resolved pursuant to this Dispute Resolution Agreement in the same manner as claims made against the Company.

11. An Employee has the right to consult with counsel of the Employee's choice concerning this Dispute Resolution Agreement. Employee has read this Dispute Resolution Agreement carefully, fully understands the meaning of its terms and is signing it knowingly and voluntarily.

12. It is against Company policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Dispute Resolution Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Company Human Resources Department.

13. The Company may change or modify the terms of the Dispute Resolution Agreement at any time with reasonable prior notice to Employee. It is understood that future changes will supersede or eliminate, in whole or in part, the terms of the Dispute Resolution Agreement. Current versions of the Dispute Resolution Agreement will be posted by the Company on the Company's internet site or such other location(s) designated by the Company.

14. If any provision(s) of this Dispute Resolution Agreement is declared overbroad, invalid or unenforceable such provision(s) shall be severed from this Dispute Resolution Agreement and, the remaining provisions of this Dispute Resolution Agreement shall remain in full force and effect and shall be construed in a fashion which gives meaning to all of the other terms of this Dispute Resolution Agreement.

IN WITNESS WHEREOF, the parties have voluntarily and knowingly executed this Dispute Resolution Agreement on the day and year set forth below.

EMPLOYEE	ADECCO USA INC.
MICHELE T MIMS (e-sign I agree)	
DATE: 07/30/2015	DATE: 07/30/2015

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

ADECCO USA, INC	)	
	)	
and	)	**Case 13-CA-175962**
	)	
	)	
MICHELLE MIMS, an Individual	)	
	)	

Adecco USA, Inc.'s Answer to Board Complaint

Pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Adecco USA, Inc. ("Adecco") submits as its Answer to the Board's Complaint the following:

As to the introductory paragraph in the Complaint, Adecco admits that Michele Mims filed a charge alleging certain violations of the National Labor Relations Act ("Act" or "NLRA"), but denies that Adecco violated the Act in any manner, including what is described therein.

I

As to paragraph I(a), Adecco admits that an attorney acting on behalf of Michele Mims signed a Charge naming Adecco on or around May 10, 2016 and such charge was served on Adecco through CT Corp on May 16, 2016. All other remaining allegations are denied.

As to paragraph I(b), Adecco admits that an attorney acting on behalf of Michele Mims signed a First Amended Charge against Adecco on or around September 9, 2016 and such amended charge was served on Adecco also on September 9, 2016.

II

Adecco admits the allegations in paragraphs II(a) and (b) of the Complaint.

III

Adecco admits the allegations in paragraphs III of the Complaint.

EXHIBIT
tabbies
5

IV

As to paragraph IV (a) of the Complaint, Adecco admits the allegations in this paragraph except it denies that it requires its employees to sign the Arbitration Agreement. Rather, pursuant to paragraph 9 of the Arbitration Agreement, employees are free to opt out of the Arbitration Agreement. Should an employee choose not to opt-out, the Arbitration Agreement is deemed to be mutually accepted 30 days after signing the Arbitration Agreement.

As to paragraph IV(b) of the Complaint, Adecco denies the allegations therein and states that the Arbitration Agreement speaks for itself.

As to paragraphs IV(c), Adecco admits that it has maintained the Arbitration Agreement since at least July 30, 2015 to date by presenting such Agreement to new consultants/associates at the time of hire. Adecco further admits that it has sought to enforce the Arbitration Agreement in a lawsuit filed by Charging Party. Adecco also admits that it has sought to enforce the Arbitration Agreement against other employees who did not opt-out of such agreement and who have filed lawsuits in state or federal court. All other remaining allegations are denied.

Adecco denies the allegations in paragraphs IV(d) and (e) of the Complaint.

V

Adecco admits the allegations in paragraph V(a) of the Complaint, except it denies that the lawsuit was properly pled as a class action.

Adecco admits the allegations in paragraph V(b) of the Complaint.

VI

Adecco denies the allegations in paragraph VI of the Complaint.

VII

As to paragraph VII of the Complaint, Adecco admits that the allegations affect commerce within the meaning of the Act, but denies that any unfair labor practices were committed.

As to the WHEREFORE paragraphs following paragraph VII of the Complaint, Adecco denies the allegations therein and asserts below affirmative and other defenses concerning the relief requested therein.

Affirmative and Other Defenses

A. Mims entered into the Arbitration Agreement voluntarily and she did not exercise her right to opt-out of the Arbitration Agreement.

B. The Arbitration Agreement is valid and enforceable under controlling law.

C. An award of attorneys' fees is not proper or enforceable.

D. The Arbitration Agreement contains an express carve-out for Board proceedings.

E. The Board lacks authority to dictate the terms of employee arbitration agreements.

F. The Board's relief for a nationwide posting is arbitrary and capricious.

G. The Complaint and the relief requested therein violate Adecco's First Amendment right of access to the court.

H. The allegations of the Complaint do not support recovery under the NLRA because it fails to state a claim.

I. Complainant has not satisfied the administrative pre-requisites to bringing the alleged action.

J. The General Counsel's allegations do not support recovery under the NLRA because they involve matters outside the relevant limitations period, and are untimely and/or barred by the six month statute of limitations set forth in § 10(b) of the NLRA.

K. The Complaint is so vague and lacking in detail that Respondent is unable to understand the charges and issues to be considered at a hearing or trial.

L. The Charge and Amended Charge underlying the Complaint are so vague and lacking in detail that Respondent is unable to understand the allegations.

M. Employees would not have reasonably construed the challenged employment policies or Arbitration Agreement to prohibit § 7 activity, the employment policies were not promulgated in response to § 7 activity and the employment policies have not been applied to restrict the exercise of § 7 activity.

N. All actions challenged as unlawful in the Complaint were taken because of legitimate, nondiscriminatory business reasons and not to interfere with any employee's § 7 activity. Alternatively, all actions would have been taken even had § 7 activity not played a role, and § 10 forecloses relief in such instances.

O. The Arbitration Agreement does not explicitly restrict § 7 activity.

P. There is no § 7 right to engage in joint, class, or collective litigation procedures created by laws other than the National Labor Relations Act.

Q. Respondent did not enforce the Arbitration Agreement in a discriminatory manner.

R. The Arbitration Agreement was implemented for legitimate, nondiscriminatory business reasons.

S. The business justifications for the Arbitration Agreement outweigh any purported adverse impact on § 7 activity.

T. The validity and enforceability of the Arbitration Agreement are governed by the Federal Arbitration Act.

U. To the extent the Federal Arbitration Act and the Act conflict, the Federal Arbitration Act has preemptive effect.

V. To the extent the Federal Arbitration Act and the Norris-LaGuardia Act conflict, the Federal Arbitration Act has preemptive effect.

W. The Act does not contain a contrary Congressional command to override the Federal Arbitration Act.

X. The Board has no authority to interpret the Federal Arbitration Act or the Norris-LaGuardia Act.

Y. Respondent did not unlawfully discourage employees to engage in activities on behalf of a labor organization.

Z. Respondent did not interfere with, restrain, or coerce employees in the exercise of its employees' § 7 rights.

AA. Part of the remedy sought is inappropriate as it exceeds the Board's authority under § 10(c).

BB. Any violations, which Adecco denies, were *de minimis*.

CC. To the extent applicable, employees would have been treated no differently even had they not engaged in protected concerted activity.

DD. The alleged discriminate has failed to mitigate alleged damages

EE. Respondent denies all allegations not expressly admitted.

FF. Respondent reserves the right to assert additional affirmative defenses.

Respectfully submitted this 4th day of October, 2016.

Vanessa S. Hodgerson
Associate General Counsel
Adecco Group NA
10151 Deerwood Park Blvd.
Building 200, Suite 400
Jacksonville, FL 32256
Tel: (904) 513-5177
Fax: (904) 360-2506
Vanessa.Hodgerson@adeccona.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was filed with the NLRB electronically and on the following via U.S. First-Class Mail, on this the 4th day of October, 2016:

Daniel Nelson (by Electronic Filing)
Acting Regional Director
National Labor Relations Board
Region 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, Illinois 60604-2720

Matthew Persons, Board Agent (by email)
Matthew.persons@nlrb.gov

Michele Mims (U.S. Mail)
c/o Workers' Law Office, PC
53 W. Jackson Blvd, Suite 701
Chicago, Illinois 60604
312-795-9121

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32

ADECCO USA, INC.

and **Case 32-CA-142303**

RAJAN NANAVATI, an Individual

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Rajan Nanavati, an Individual (Nanavati or Charging Party). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that ADECCO USA, INC. (Respondent) has violated the Act as described below.

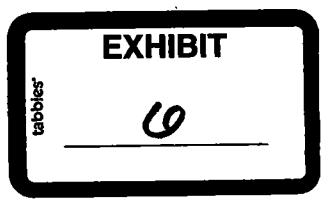
1.

The charge in this proceeding was filed by the Charging Party on December 5, 2014, and a copy was served by regular mail on Respondent on December 8, 2014.

2.

(a) At all material times, Respondent, a Delaware corporation with its corporate headquarters in Jacksonville, Florida and with a branch office in San Bruno, California, has been engaged in providing temporary employee staffing services to clients throughout the State of California and nationwide.

(b) During the 12-month period ending December 31, 2014, Respondent performed services valued in excess of $50,000 in States other than the State of California.



(c) During the 12-month period ending December 31, 2014, Respondent provided services valued in excess of $50,000 to Google Inc., a corporation directly engaged in commerce within the State of California.

3.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4.

At all material times the following named individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Virginia Watson	-	Senior Vice President of Operations
Kristy Willis	-	Senior Vice President, Western Division

5.

(a) At all material times since at least June 5, 2014, and continuing to date, Respondent has promulgated to its employees nationwide at the time of their hire, through a web based application, and required them to electronically sign a "Dispute Resolution and Arbitration Agreement for Consultants/Associates" (the Arbitration Agreement). A copy of the Arbitration Agreement is attached hereto as Exhibit A.

(b) The Arbitration Agreement specifically informs Respondent's employees that they are bound to the Arbitration Agreement as a condition of their employment with Respondent.

(c) At all material times since at least June 5, 2014, and continuing to date, Respondent has maintained and/or enforced the Arbitration Agreement as to its employees nationwide, including Nanavati.

(d) The Arbitration Agreement interferes with employees' Section 7 rights to engage in collective legal activity by binding employees to a waiver of their rights to participate in collective and class litigation.

(e) The Arbitration Agreement interferes with employees' Section 7 rights to engage in collective legal activity by binding employees to a waiver of their rights to participate in concerted representative Private Attorneys General Statute (PAGA) litigation.

(e) The Arbitration Agreement interferes with employees' access to the Board and its processes because it contains language which employees would reasonably conclude prohibits or restricts their right to file unfair labor practice charges with the Board.

6.

(a) On about August 11, 2014, Nanavati filed a class action wage and hour law suit, which included a concerted representative PAGA claim, in the Superior court in the State of California for the County of Santa Clara in *Rajan Nanavati, et al. vs. Adecco USA, Inc., et al.*

(b) On about September 15, 2014, Respondent sought enforcement of the Arbitration Agreement in the United States District Court, Northern District of California by filing a Motion to Compel Arbitration in *Rajan Nanavati, et al. v. Adecco USA, Inc., et al.*, Case No. 5:14-CV-04145-BLF, in which Respondent argued that the Arbitration Agreement required Nanavati to arbitrate his class action and concerted representative PAGA claims on an individual basis.

7.

(c) On about April 13, 2015, the United States District Court, Northern District of California ruled in an Order Granting Motion to Compel Arbitration that the waiver of class, collective, and representative claims in the Arbitration Agreement was enforceable against Nanavati and ordered that he proceed to arbitration on an individual basis.

7.

By the conduct described above in paragraphs 5 and 6(b), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as a part of the remedy for the unfair labor practices alleged in paragraphs 5 and 6(b) and in view of the fact that Respondent has solicited all of its associates who are employed nationwide to sign the Arbitration Agreement, the General Counsel seeks that Respondent be required to post at all of its branch offices in the United States any Notice To Employees that may issue in this proceeding and that Respondent send a copy of any Board Order and Notice To Employees via e-mail and regular mail to all of its associates nationwide who were solicited to sign the Arbitration Agreement.

The General Counsel further seeks as a remedy for the unfair labor practices alleged in paragraphs 5 and 6(b) that Respondent be required to reimburse Nanavati for any litigation expenses, including attorneys' fees, directly related to opposing the Motion to Compel

Arbitration in *Rajan Nanavati, et al. v. Adecco USA, Inc., et al.*, Case No. 5:14-CV-04145-BLF (United States District Court, Northern District of California) or any other legal action taken to enforce the Arbitration Agreement's prohibition of class, collective, and concerted representative actions. In addition, the General Counsel seeks an order requiring Respondent to file a Motion to Vacate the April 13, 2015, Order Granting Motion to Compel Arbitration in *Rajan Nanavati, et al. v. Adecco USA, Inc., et al.*, Case No. 5:14-CV-04145-BLF, United States District Court, Northern District of California, provided that a motion to vacate can still be timely filed.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before June 12, 2015 or postmarked on or before June 11, 2015**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon

(Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on August 10, 2015, at 9:00 a.m. at the Oakland Regional Office, located at 1301 Clay Street, Suite 300N, in Oakland, California 94612-5224, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the

attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED AT Oakland, California this 29th day of May 2015.

/s/ George Velastegui

George Velastegui
Regional Director
National Labor Relations Board
Region 32
1301 Clay Street, Suite 300N
Oakland, CA 94612-5224

Attachments

Dispute Resolution and Arbitration Agreement for Consultants/Associates

This Dispute Resolution and Arbitration Agreement for Consultants/Associates ("Dispute Resolution Agreement") is entered between Adecco USA, Inc., its successors and assigns and its officers, directors, employees, affiliates, subsidiaries and parent companies (collectively referred to as the "Company"), and RAJAN NANAVATI ("Employee").

Recitals

A. The Company desires to consider Employee for placement or the continuation of Employee on temporary work assignments at Company's client(s) ("Client(s)");

B Employee is desirous of such consideration or continued assignment; and

C. Employee and the Company desire to resolve any disputes concerning the terms, conditions or benefits of Employee's employment.

NOW THEREFORE, based on the above, and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. It is the Company's goal that workplace disputes or claims be handled responsibly and on a prompt basis. Employee and the Company are encouraged to take advantage of the procedures in the Company's Open Door Policy and solve problems and disputes informally, through dialog with Employee's supervisor, manager or Human Resources representative. Absent resolution through such process, the Company and Employee agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, the employment relationship between the parties, or the termination of the employment relationship, shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. These Rules can be obtained from the Company Human Resources Department or on line at www.adr.org. The agreement to arbitrate includes any claims that the Company may have against Employee, or that Employee may have against the Company or against any of its officers, directors, employees, agents, or parent, subsidiary, or affiliated entities, except as set forth below. The arbitration shall take place in the county where Employee is or was last employed by the Company. The Company and Employee agree that the aggrieved party must give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law sets forth for such claim. This Agreement shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sec 1 *et seq.* and shall survive after the employment relationship terminates. **BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A JUDGE OR JURY IN A COURT.**

2. Except as it otherwise provides, this Dispute Resolution Agreement also applies, without limitation, to disputes regarding the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

3. The arbitration requirement does not apply to (i) claims for workers compensation, state disability insurance and unemployment insurance benefits; (ii) claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance; however, this Dispute Resolution Agreement does apply to claims for breach of fiduciary duty, for penalties, or alleging any other violation of the Employment Retirement Income Security Act of 1974, as amended, even if such claim is combined with a claim for benefits; and (iii) disputes that may not be subject to predispute arbitration agreements as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203).

4 Regardless of any other terms of this Dispute Resolution Agreement, claims may be brought before an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims may include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlrb.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Dispute Resolution Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

5. Although Employee will not be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Dispute Resolution Agreement including the

following class, collective and/or representative action waivers under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

6. Employee or the Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

7. **BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS AND/OR COLLECTIVE PROCEEDING.**

8. **FURTHERMORE, BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN ANY REPRESENATATIVE PROCEEDING UNDER ANY PRIVATE ATTORNEY GENERAL STATUTE ("PAGA CLAIM"), UNLESS APPLICABLE LAW REQUIRES OTHERWISE. IF THE PRECEDING SENTENCE IS DETERMINED TO BE UNENFORCEABLE, THEN THE PAGA CLAIM SHALL BE LITIGATED IN A CIVIL COURT OF COMPETENT JURISDICTION AND ALL REMAINING CLAIMS WILL PROCEED IN ARBITRATION.**

9. Within 30 days after signing this Agreement, Employee may submit a form stating that Employee wishes to opt out and not be subject to the Dispute Resolution Agreement. Employee must submit a signed and dated statement on a "Dispute Resolution and Arbitration Agreement for Consultants/Associates Opt Out Form" ("Form") that can be obtained from the Company Human Resources Department Send your request for the Opt Out Form to: associatearbitration@adeccona.com . An Employee who opts out as provided in this paragraph will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to the Dispute Resolution Agreement. Should Employee not opt out of the Dispute Resolution Agreement in a timely manner, Employee and the Company will be deemed to have mutually accepted the terms of the Dispute Resolution Agreement.

10. It is understood and agreed by the parties that a Client and its affiliates are intended to be third party beneficiaries to this Dispute Resolution Agreement. Although the Client and its affiliates are not the Employee's employer, any disputes that may be asserted against Client or its affiliates due to Employee's temporary work assignment at Client shall be resolved pursuant to this Dispute Resolution Agreement in the same manner as claims made against the Company.

11. An Employee has the right to consult with counsel of the Employee's choice concerning this Dispute Resolution Agreement. Employee has read this Dispute Resolution Agreement carefully, fully understands the meaning of its terms and is signing it knowingly and voluntarily

12. It is against Company policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Dispute Resolution Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Company Human Resources Department.

13. The Company may change or modify the terms of the Dispute Resolution Agreement at any time with reasonable prior notice to Employee It is understood that future changes will supersede or eliminate, in whole or in part, the terms of the Dispute Resolution Agreement. Current versions of the Dispute Resolution Agreement will be posted by the Company on the Company's internet site or such other location(s) designated by the Company.

14. If any provision(s) of this Dispute Resolution Agreement is declared overbroad, invalid or unenforceable such provision(s) shall be severed from this Dispute Resolution Agreement and, the remaining provisions of this Dispute Resolution Agreement shall remain in full force and effect and shall be construed in a fashion which gives meaning to all of the other terms of this Dispute Resolution Agreement.

IN WITNESS WHEREOF, the parties have voluntarily and knowingly executed this Dispute Resolution Agreement on the day and year set forth below.

EMPLOYEE	ADECCO USA INC.
RAJAN NANAVATI e-Sign - I Agree	
DATE: 1/21/2014	DATE: 1/21/2014

EXHIBIT A page 2

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

2016 AUG 26 AM 3:07

CIRCUIT COURT OF COOK COUNTY, ILLINOIS CHANCERY DIV. DOROTHY BROWN CLERK

MICHELE MIMS, on behalf of herself and similarly situated laborers,	)	
Plaintiff,	)	Case No. 16 CH 09687
vs.	)	Calendar 6
ADECCO USA, INC.,	)	
Defendant.	)	

DEFENDANT ADECCO USA, INC.'S
MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS

Defendant, Adecco USA, Inc. ("Adecco"), moves the Court for an order (1) compelling Plaintiff, Michele Mims, to arbitrate the claims and causes of action asserted in her Complaint (the "Complaint") on an individual basis; and (2) staying this case pending completion of the arbitration, pursuant to Sections 3 and 4 of the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* Adecco states the following in support of this motion and further requests that Adecco permitted to submit a supporting Memorandum of Law:

BACKGROUND

1. Plaintiff alleges that she was placed on a temporary employment assignment with Adecco's client from July 2015 through October 2015. Complaint, ¶ 5. Plaintiff further alleges that she was required by her supervisor to report to work thirty minutes before the start of her scheduled shift or she was considered late. Complaint, ¶ 12. Plaintiff alleges she was not compensated for this time before her scheduled shift. *Id.* at ¶ 13.

2. Plaintiff also alleges that she was required to be scheduled for "standby" shifts. *Id.* at ¶ 14. According to the Complaint, Plaintiff was required to report for work and was

EXHIBIT 7

engaged to wait without being utilized for up to six hours during these "standby" shifts at Adecco's client. *Id.* at ¶¶ 15- 16.

3. Plaintiff was allegedly not compensated for the time she was engaged to wait. Complaint, ¶¶ 16- 17. Plaintiff alleges that Adecco's failure to compensate her for the time she was allegedly engaged to wait resulted in the failure to pay her the minimum wage required by the State of Illinois and/or City of Chicago. *Id.* at ¶ 17.

4. Plaintiff further alleges that Adecco was required to utilize her for a minimum of four hours each day she was contracted to work. However, Plaintiff alleges that Adecco regularly failed to utilize her for a minimum of four hours on each contracted day. Plaintiff claims that the alleged failure to utilize her for a minimum of four hours on each day she was contracted to work further resulted in her being paid less than the minimum wage required by the State of Illinois and/or City of Chicago. *Id.* at ¶ 17.

5. Plaintiff filed her Complaint in this Court seeking to represent a proposed class of laborers purportedly affected by Adecco's alleged practices described above and in the Complaint. Plaintiff attempts to assert claims pursuant to the Illinois Minimum Wage Law, 820 ILCS 105/1, *et seq.* ("IMWL"), Chicago Minimum Wage Ordinance 1-24-010, *et seq.* ("CMWO"), and the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/1, *et seq.* ("IDTLSA"). Complaint, ¶¶ 1, 20- 21. These claims all arise out of or involve the employment relationship between Plaintiff and Adecco.

THE ARBITRATION AGREEMENT

6. Plaintiff and Adecco entered into a Dispute Resolution and Arbitration Agreement for Consultants/Associates (the "Arbitration Agreement") during her application process to begin her temporary assignment with Adecco's client.

7. The Arbitration Agreement requires that all disputes, claims or controversies arising out of or relating to the employment relationship between the parties (or the termination of the employment relationship) be resolved by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq*. The parties further agreed to bring their claims in an individual capacity, and waived the right to pursue class, representative or collective claims in arbitration. *See* Arbitration Agreement, ¶ 7. A copy of the Arbitration Agreement is attached as **Exhibit A.**

8. Plaintiff had the opportunity to opt out of the Arbitration Agreement during the onboarding process. *Id.* at ¶ 9. The Arbitration Agreement specifically provides that "[w]ithin 30 days after signing this Agreement, Employee may submit a form stating that Employee wishes to opt out and not be subject to the Dispute Resolution Agreement. Employee must submit a signed and dated statement on a 'Dispute Resolution and Arbitration Agreement for Consultants/Associates Opt Out Form' ("Form") that can be obtained from the Company Human Resources Department[.]" *See* **Exhibit A,** ¶ 9. However, Plaintiff did not opt out of the Arbitration Agreement.

9. The Arbitration Agreement provides that Adecco and the employee "agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement, the employment relationship between the parties, or the termination of the employment relationship shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect." *See* **Exhibit A,** ¶ 1.

10. This language is followed by the following statement (in large, bold capital letters): **"BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A**

JUDGE OR JURY IN A COURT." **Exhibit A,** ¶ 1. The Arbitration Agreement specifically states (again in bold capital letters) that:

> **BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS AND/OR COLLECTIVE PROCEEDING.**

Id. at ¶ 7.

11. Plaintiff ignored the Arbitration Agreement. Instead, she filed this case seeking to assert claims arising from and relating to her employment relationship with Adecco. Plaintiff further seeks to bring these claims on behalf of a proposed class despite her agreement in that she could not bring claims in any purported class and/or collective proceeding.

12. The plain language of the Arbitration Agreement requires Plaintiff to arbitrate claims arising from or relating to her employment relationship with Adecco -- like those asserted in her Complaint -- on an individual basis. Plaintiff should therefore be compelled to arbitrate her claims on an individual basis pursuant to the Arbitration Agreement. This case should be stayed pending completion of the arbitration.

WHEREFORE, Defendant respectfully requests that the Court order requiring that this dispute be arbitrated on an individual basis and staying the litigation of Plaintiff's claims against Defendant pending completion of the arbitration. Adecco further requests that it be permitted to submit a supporting Memorandum of Law.

Dated: August 26, 2016

Respectfully submitted,

ADECCO USA, INC.

By: _____
One of Its Attorneys

Paul E. Starkman
Pamela J. Leichtling
Clark Hill PLC
150 North Michigan Avenue
Suite 2700
Chicago, IL 60601
Phone: (312) 985-5900
Fax: (312) 985-5999
Firm I.D. 43345
Emails: pstarkman@clarkhill.com
pleichtling@clarkhill.com

Dispute Resolution and Arbitration Agreement for Consultants/Associates

This Dispute Resolution and Arbitration Agreement for Consultants/Associates ("Dispute Resolution Agreement") is entered between Adecco USA, Inc., its successors and assigns and its officers, directors, employees, affiliates, subsidiaries and parent companies (collectively referred to as the "Company"), and MICHELE T MIMS ("Employee").

Recitals

A. The Company desires to consider Employee for placement or the continuation of Employee on temporary work assignments at Company's client(s) ("Client(s)");

B. Employee is desirous of such consideration or continued assignment; and

C. Employee and the Company desire to resolve any disputes concerning the terms, conditions or benefits of Employee's employment.

NOW THEREFORE, based on the above, and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. It is the Company's goal that workplace disputes or claims be handled responsibly and on a prompt basis. Employee and the Company are encouraged to take advantage of the procedures in the Company's Open Door Policy and solve problems and disputes informally, through dialog with Employee's supervisor, manager or Human Resources representative. Absent resolution through such process, the Company and Employee agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, the employment relationship between the parties, or the termination of the employment relationship, shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. These Rules can be obtained from the Company Human Resources Department or on line at www.adr.org. The agreement to arbitrate includes any claims that the Company may have against Employee, or that Employee may have against the Company or against any of its officers, directors, employees, agents, or parent, subsidiary, or affiliated entities, except as set forth below. The arbitration shall take place in the county where Employee is or was last employed by the Company. The Company and Employee agree that the aggrieved party must give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law sets forth for such claim. This Agreement shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sec 1 *et seq.* and shall survive after the employment relationship terminates. **BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A JUDGE OR JURY IN A COURT.**

2. Except as it otherwise provides, this Dispute Resolution Agreement also applies, without limitation, to disputes regarding the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

3. The arbitration requirement does not apply to (i) claims for workers compensation, state disability insurance and unemployment insurance benefits; (ii) claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance; however, this Dispute Resolution Agreement does apply to claims for breach of fiduciary duty, for penalties, or alleging any other violation of the Employment Retirement Income Security Act of 1974, as amended, even if such claim is combined with a claim for benefits; and (iii) disputes that may not be subject to predispute arbitration agreements as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203).

4. Regardless of any other terms of this Dispute Resolution Agreement, claims may be brought before an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims may include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlrb.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Dispute Resolution Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

5. Although Employee will not be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Dispute Resolution Agreement including the

EXHIBIT
A

following class, collective and/or representative action waivers under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

6. Employee or the Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

7. **BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS AND/OR COLLECTIVE PROCEEDING.**

8. **FURTHERMORE, BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN ANY REPRESENATATIVE PROCEEDING UNDER ANY PRIVATE ATTORNEY GENERAL STATUTE ("PAGA CLAIM"), UNLESS APPLICABLE LAW REQUIRES OTHERWISE. IF THE PRECEDING SENTENCE IS DETERMINED TO BE UNENFORCEABLE, THEN THE PAGA CLAIM SHALL BE LITIGATED IN A CIVIL COURT OF COMPETENT JURISDICTION AND ALL REMAINING CLAIMS WILL PROCEED IN ARBITRATION.**

9. Within 30 days after signing this Agreement, Employee may submit a form stating that Employee wishes to opt out and not be subject to the Dispute Resolution Agreement. Employee must submit a signed and dated statement on a "Dispute Resolution and Arbitration Agreement for Consultants/Associates Opt Out Form" ("Form") that can be obtained from the Company Human Resources Department Send your request for the Opt Out Form to associatearbitration@adeccousa.com. An Employee who opts out as provided in this paragraph will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to the Dispute Resolution Agreement. Should Employee not opt out of the Dispute Resolution Agreement in a timely manner, Employee and the Company will be deemed to have mutually accepted the terms of the Dispute Resolution Agreement.

10. It is understood and agreed by the parties that a Client and its affiliates are intended to be third party beneficiaries to this Dispute Resolution Agreement. Although the Client and its affiliates are not the Employee's employer, any disputes that may be asserted against Client or its affiliates due to Employee's temporary work assignment at Client shall be resolved pursuant to this Dispute Resolution Agreement in the same manner as claims made against the Company.

11. An Employee has the right to consult with counsel of the Employee's choice concerning this Dispute Resolution Agreement. Employee has read this Dispute Resolution Agreement carefully, fully understands the meaning of its terms and is signing it knowingly and voluntarily.

12. It is against Company policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Dispute Resolution Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Company Human Resources Department.

13. The Company may change or modify the terms of the Dispute Resolution Agreement at any time with reasonable prior notice to Employee. It is understood that future changes will supersede or eliminate, in whole or in part, the terms of the Dispute Resolution Agreement. Current versions of the Dispute Resolution Agreement will be posted by the Company on the Company's internet site or such other location(s) designated by the Company.

14. If any provision(s) of this Dispute Resolution Agreement is declared overbroad, invalid or unenforceable such provision(s) shall be severed from this Dispute Resolution Agreement and, the remaining provisions of this Dispute Resolution Agreement shall remain in full force and effect and shall be construed in a fashion which gives meaning to all of the other terms of this Dispute Resolution Agreement.

IN WITNESS WHEREOF, the parties have voluntarily and knowingly executed this Dispute Resolution Agreement on the day and year set forth below.

EMPLOYEE	ADECCO USA INC.
MICHELE T MIMS (e-sign I agree)	Joyce Russell
DATE: 07/30/2015	DATE: 07/30/2015

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MICHELE MIMS, on behalf of herself and similarly situated laborers,	)	2016 AUG 26 AM 3:07
	)	CIRCUIT COURT OF COOK COUNTY, ILLINOIS CHANCERY DIV.
Plaintiff,	)	Case No. 16 CH 09687 DOROTHY BROWN CLERK
vs.	)	Calendar 6
ADECCO USA, INC.,	)	
Defendant.	)	

NOTICE OF MOTION

TO: Neil Kelley, Esq.
Christopher J. Williams, Esq.
Alvar Ayala, Esq.
WORKERS' LAW OFFICE, P.C.
53 W. Jackson Boulevard
Suite 701
Chicago, Illinois 60604

PLEASE TAKE NOTICE that on the 16th **day of** September **, 2016 at 9:15 a.m.,** we will appear before the Honorable Celia G. Gamrath, or any Judge presiding in her stead in Room 2508 of the Circuit Court of Cook County, Chancery Division, Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602, and move this Court pursuant to the attached ***Motion to Compel Arbitration and Stay Proceedings***, on behalf of Defendant, ADECCO USA, INC., a true and correct copy of which is attached hereto and is hereby served upon you.

Dated: August 26, 2016

Respectfully submitted,

ADECCO USA, INC.

By: _____
One of Its Attorneys

Paul E. Starkman
Pamela J. Leichtling
Clark Hill PLC, Firm ID 43345
150 North Michigan Avenue, Suite 2700
Chicago, IL 60601
Phone: (312) 985-5900
Fax: (312) 985-5999
Emails: pstarkman@clarkhill.com
pleichtling@clarkhill.com

CERTIFICATE OF SERVICE

I, Rita Burman, a non-attorney for the Plaintiff, certify[1] I served or caused to be served this ***Notice of Motion*** and the attached ***Motion to Compel Arbitration and Stay Proceedings*** on:

Neil Kelley, Esq.
Christopher J. Williams, Esq.
Alvar Ayala, Esq.
WORKERS' LAW OFFICE, P.C.
53 W. Jackson Boulevard
Suite 701
Chicago, Illinois 60604

via regular U.S. Mail by placing same in U.S. Mail chute located at 150 N. Michigan Avenue, Chicago, Illinois 60601 on August 26, 2016.

Rita Burman

[1] Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the above signed certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the above signed certifies as aforesaid that she verily believes the same to be true.