

DOCKET NO. FBT-CV24-6130944-S

MOHAMMAD NURUZZAMAN

V.

9535 BRIDGEPORT PIZZA, LLC

: SUPERIOR COURT
OFFICE OF THE CLERK
SUPERIOR COURT BRIDGEPORT

2024 MAY 20 AT BRIDGEPORT

JUDICIAL DISTRICT
OF BRIDGEPORT
MAY 20, 2024

MEMORANDUM OF DECISION RE: DEFENDANT'S MOTION TO STAY
(#101.00, 3/7/24)

A hearing on the defendant's motion to stay and to compel arbitration was heard by the undersigned on May 13, 2024.

The plaintiff brought this action for retaliatory discharge against the defendant, the owner of a Domino's Pizza located at 9535 Main Street in Bridgeport, Connecticut. The plaintiff alleges that the defendant discharged him after he had reported to the defendant that the latter was hiring undocumented employees in violation of state and federal law. The plaintiff brought the instant action pursuant to C.G.S. Sec.31-51q.

The defendant filed the instant motion based on an arbitration agreement between the parties that is contained in the defendant's employee handbook.

As a prerequisite to his employment, the plaintiff received and executed an agreement to arbitrate contained in the employee handbook, requiring that he arbitrate employment-related claims. He acknowledged receipt of the handbook containing the agreement to arbitrate by his signing his name on the acknowledgement page.

The agreement to arbitrate requires the plaintiff to arbitrate all state statutory claims. Specifically, the acknowledgment, signed by the plaintiff, holds that:

RJD
JDNO Notice sent 5/20/24
WDB Assist. Clerk

#108.00

"I have received a copy of the Company's employee handbook and I understand it is my responsibility to read the handbook, understand its contents and abide by the rules and regulations maintained within it.

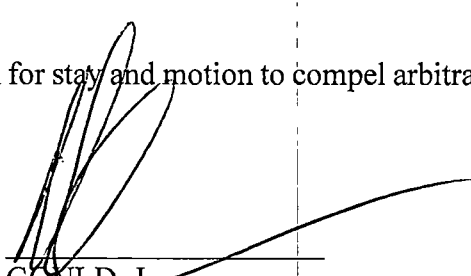
I understand that this handbook is intended to serve solely as a guide for employees, and that the Company's rules, policies, procedures and benefits may be changed at any time in management's sole and absolute discretion. I further acknowledge that this manual, **with the exception of the agreement to arbitrate**, does not constitute, nor is it intended to constitute, a contract of any kind. (emphasis added)."

The arbitration clause states:

"The Employee and the Company (collectively the "Parties") agree to resolve any and all claims, disputes or controversies arising out of or relating to... Employee's employment with the Company, and/or termination of employment exclusively by final and binding arbitration to be administered by a neutral dispute resolution agency agreed upon by the Parties at the time of the dispute...."

The clause further states that the plaintiff shall have every and all rights in arbitration that he would have if the matter were heard in a court of law.

For the foregoing reasons, the plaintiff motion for stay and motion to compel arbitration is granted.


GOULD, J.