

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

HUNTER DRAGON)	3:23-CV-00188 (RNC)
)	
PLAINTIFF)	
)	
V.)	
)	
SCA PHARMACEUTICALS, LLC)	
)	
DEFENDANT)	MAY 8, 2023

**DEFENDANT’S MOTION TO COMPEL ARBITRATION OF PLAINTIFF’S AMENDED
COMPLAINT AND MOTION TO DISMISS PLAINTIFF’S CONSTRUCTIVE
DISCHARGE CLAIMS**

Pursuant to the Federal Arbitration Act (the “FAA”), 9 U.S.C. § 1, et seq., and Rule 12(b)(6) of the Federal Rules of Civil Procedure, defendant, SCA Pharmaceuticals, LLC, hereby moves to compel arbitration of the claims in plaintiff’s Amended Complaint, dated April 24, 2023 and to dismiss the constructive discharge claims in Counts III and VII for legal insufficiency. Accordingly, defendant seeks and order:

- 1) Compelling Plaintiff to arbitrate his claims for hostile work environment, retaliation and constructive discharge in accordance with the terms of the enforceable arbitration agreement with Defendant.
- 2) Designating and appointing a neutral arbitrator with the necessary qualifications to conduct the arbitration in accordance with 9 U.S.C. § 5.
- 3) Staying this action under 9 U.S.C. § 3 until an arbitration is held and concluded in accordance with the Court’s order to arbitrate; and
- 4) Dismissing plaintiff’s claims for constructive discharge in Counts III and VII, to the extent the Court finds such claims are not subject to binding arbitration, on

the basis that the constructive discharge claims are legally insufficient pursuant to Rule 12(b)(6).

As fully set forth in defendant's Memorandum of Law, this motion should be granted because: (1) plaintiff and defendant entered into an enforceable agreement at the inception of plaintiff's employment to submit all employment-related disputes to binding arbitration; (2) all of plaintiff's claims relate to alleged conduct by defendant that is covered by the arbitration provision or is inextricably interwoven with claims subject to arbitration; and (3) to the extent plaintiff claims that his decision to resign on May 23, 2022 is not subject to arbitration, in reliance on the Ending Forced Arbitration of Sexual Harassment and Sexual Assault Claims enacted March 3, 2022 or otherwise, such claims should be dismissed for failure to state a legally sufficient claim because plaintiff has not met the pleading standard for constructive discharge as set forth in Spence v. Md. Cas. Co., 995 F.2d 1147, 1156 (2d Cir. 1993); Rutkowski v. Sears Roebuck Corp., 210 F.3d 355 (2d Cir. 2000)(unpublished opinion); Karagozian v. USV Optical, Inc., 335 Conn. 426 (2000).

With this Motion, defendant has submitted the Affidavit of Gina Durand and supporting exhibits which are attached to the Memorandum of Law.

THE DEFENDANT:
SCA PHARMACEUTICALS, LLC

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CERTIFICATION

This is to certify that on this 8th day of May, 2023, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the court's CM/ECF System.

/s/ Kevin J. Greene
Kevin J. Greene