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| <b>CLERK'S NOTICE</b>  | DOCKET NUMBER<br><br><b>2181CV00335</b>                              | <b>Trial Court of Massachusetts</b><br><b>The Superior Court</b>  |
| CASE NAME:<br>Hernandez, Alexandra vs. Universal Protection Service, LLC et al   |  | Michael A. Sullivan, Clerk of Court<br>Middlesex County  |
| TO:<br>Craig Levey, Esq.<br>Bennett and Belfort, P.C.<br>24 Thorndike St<br>Suite 300<br>Cambridge, MA 02141   |  | COURT NAME & ADDRESS<br>Middlesex County Superior Court - Woburn<br>200 Trade Center<br>Woburn, MA 01801   |
| <p style="text-align: center;">You are hereby notified that on 08/23/2021 the following entry was made on the above referenced docket:</p> <p>Endorsement on Motion to dismiss OR Alternatively Stay Action and Compel Arbitration (#7.0): DENIED After hearing Denied. Though the defendant appears to possess an electronically signed copy of an arbitration agreement between it and the plaintiff, defendant's conducts acts a waiver. First, this agreement should have been maintained in and a part of the plaintiff's personnel file. The agreement was not produced in response to the request for her personnel file even though the document is itself a "waiver signed by the employee" per M.G.L.c.149, section 52C. More importantly, defendant failed to disclose the existence of or its intent to enforce an arbitration agreement when the plaintiff(1) first alerted the company to the alleged harassment, (2) requested her personnel file, (3) filed a complaint with the MCAD, (4) when the defendant submitted its position statemen to the MCAD, or (5) any time before the plaintiff removed the complaint to Superior Court. 11 months into the litigation, the defendant produced the arbitration agreement and demanded compliance with it. The plaintiff relied upon what was either a failure by the defendant itself to realize that there was an agreement, or by an abrupt change in strategy by the defendant either way, her removal of the matter from the MCAD is not reversible and was at her own cost. Since MCAD can investigate the alleged harassment at the same time that arbitration is taking place, the removal of the case from the MCAD is a prejudice to the plaintiff. As such the court will not dismiss the case nor compel arbitration..Dated: August 20 2021 and notices mailed 8/23/21</p> <p>Judge: Frison, Hon. Shannon</p> |  |  |
| DATE ISSUED<br><br>08/23/2021  | ASSOCIATE JUSTICE/ ASSISTANT CLERK<br><br><b>Hon. Shannon Frison</b> | SESSION PHONE#<br><br><b>(781)939-2772</b>   |