Tentative Rulings for July 22, 2026
Department 502

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) *The above rule also applies to cases listed in this "must appear" section.*

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

23CECG00025	***Perez v. Perez* is continued to Wednesday, September 2, 2026, at 3:30 p.m. in Department 502.**
25CECG01832	***Yanez v. Sanchez* is continued to Wednesday, September 2, 2026, at 3:30 p.m. in Department 502.**
25CECG01900	***Williams v. Welbe Health Sequoia Pace* is continued to Wednesday, September 2, 2026, at 3:30 p.m. in Department 502.**
26CECG00082	***Blair v. Sunrun Installation Services, Inc*. is continued to Wednesday, September 2, 2026, at 3:30 p.m. in Department 502.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 502

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(34)

<u>Tentative Ruling</u>

Re: ***Kevin Assemi v. Farid Assemi***
Superior Court Case No. 23CECG05154

Hearing Date: July 22, 2026 (Dept. 502)

Motion: by Defendant Kevin Assemi to Set Aside Writ of Attachment

If oral argument is timely requested, it will be entertained on Thursday, July 23, 2026, at 3:30 p.m. in Department 502

Tentative Ruling:

To deny.

Explanation:

Having reviewed the parties' arguments, evidence, and the pleadings in the record, the court finds plaintiff Maricopa Orchards, LLC is entitled to the right to attach order issued on December 18, 2025 by ex parte application. (Code Civ. Proc. § 485.240, subd. (c).) Defendant Kevin Assemi's motion to set aside the order is denied. The alternative request to increase the amount of the undertaking is also denied.

Plaintiff's requests for judicial notice are granted.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: <u>Img</u> on <u>7-21-26</u>.
(Judge's initials) (Date)

(48)

<u>Tentative Ruling</u>

Re:	***Belcher v. Target Corporation et al.*** Superior Court Case No. 25CECG05211
Hearing Date:	July 22, 2026 (Dept. 502)
Motion:	By Plaintiffs for Preferential Trial Setting

If oral argument is timely requested, it will be entertained on Thursday, July 23, 2026, at 3:30 p.m. in Department 502

Tentative Ruling:

To deny without prejudice. (Code Civ. Proc., § 36, subd. (a).)

Explanation:

Code of Civil Procedure section 36 governs where preference is to be granted based on age, medical reasons, in the interests of justice, or time for trial, and provides, in pertinent part:

> (a) A party to a civil action who is over 70 years of age may petition the court for a preference, which the court shall grant if the court makes both of the following findings:
>
> (1) The party has a substantial interest in the action as a whole.
>
> (2) The health of the party is such that a preference is necessary to prevent prejudicing the party's interest in the litigation.

(Code Civ. Proc., § 36, subd. (a).)

The intent behind the provision of a preferential trial setting under subdivision (a) is to safeguard litigants beyond a specified age against the risk that death or incapacity might deprive them of the opportunity to have their case effectively tried and the opportunity to recover damages or appropriate redress. (*Rice v. Superior Court* (1982) 136 Cal.App.3d 81, 88-89.) The preference under Code of Civil Procedure section 36, subdivision (a), is mandatory if the requirements are met. (*Fox v. Superior Court* (2018) 21 Cal.App.5th 529, 534.)

An attorney may sign an affidavit in support of a motion for preference under Code of Civil Procedure section 36, subd. (a), in regard to information and belief as to the medical diagnosis and prognosis of any party. (Code Civ. Proc., § 36.5.)

Here, it is not contested that plaintiff Barbara Belcher ("Plaintiff") has a substantial interest in the action and is over 70 years old. Defendant solely argues the second element under Code of Civil Procedure, section 36, subdivision (a), is not met, specifically, that Plaintiff failed to show that her health condition is such that preference is necessary to avoid prejudicing her interest in the litigation.

Plaintiff's health conditions are addressed by way of declaration by her attorney. Plaintiff's health conditions include, but are not limited to, a traumatic brain injury, nausea, dizziness, anxiety, sound sensitivity, memory impairment, and fatigue on a daily basis. In addition, Plaintiff's medical history includes hypertension, hyperlipidemia, diabetes mellitus, and gastroesophageal reflux disease (GERD), which, counsel declares, independently increase the medical risk of deterioration over time. Plaintiff is currently receiving medical treatments to address her medical conditions.

Defendant argues that Plaintiff counsel's declaration fails to show Plaintiff's health will result in her incapacity, unavailability for trial, inability to meaningfully participate in the litigation, or that ordinary case management would prejudice Plaintiff. While plaintiff's symptoms and diagnoses are sufficiently presented, counsel's declaration does not address a prognosis. The court agrees in that the evidence before the court fails to show that Plaintiff's physical or mental health is currently deteriorating at a rate such that the standard progression of the action would prejudice Plaintiff's ability to meaningfully participate in the action or to see the action resolve.

Consequently, the motion is denied without prejudice.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 7-20-26.
(Judge's initials) (Date)

(49)

Tentative Ruling

Re: ***In Matter of Tapia Avila***
Superior Court Case No. 26CU01766

Hearing Date: July 22, 2026 (Dept. 502)

Motion: Petition to Compromise Minor's Claim

If oral argument is timely requested, it will be entertained on Thursday, July 23, 2026, at 3:30 p.m. in Department 502

Tentative Ruling:

To deny, without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders, and obtain a new hearing date for consideration of the amended petition. (Super. Ct. Fresno County, Local Rules, rule 2.8.4.)

Explanation:

Petition submitted by Petitioner seeks approval for the compromise of minor claimant's claim resulting from a motor vehicle accident. However, the petition has several issues that need to be addressed before the settlement can be approved.

First, item 3.b. has been marked and no case number has been provided. Further, a search could not locate any case filed by Minor or Petitioner other than the current case. The court is unsure whether Petitioner meant to mark 3.a. or whether an active case other than this one currently exists.

Second, item 8.b. indicates the injuries minor has not recovered from are temporary. However, the injuries include pain and discomfort to injured body parts over two-and-a-half years after the incident. The court lacks any medical records to corroborate this assessment. The most recent medical record the court was provided was from November 29, 2023 and the medical record indicated further follow up was needed.

Third, item 11. Is not filled out.

Fourth, item 12.a. indicates total medical expenses in the amount of $153,952.24, $5,846.23 was paid, and $9,554.98 was negotiated as a reduction, but then indicates only $4,384.68 is owed. No explanation is provided for the $134,166.35 difference between the total expenses and the amount still owed.

Fifth, item 12.b.(4) indicates $5,846.23 was paid by Medi-Cal but item 12.b.(5)(b)(i) and 12.b.(5)(b)(ii) indicate they were "Paid by Medi-Cal". Either item by itself is greater than the $5,846.23 as indicated in item 12.b.(4).

Sixth, item 14.b.(1) is not marked nor filled out when item 12. and item 16.b. Indicates medical expenses of $4,384.68 need to be paid.

Eighth, attachment 18b(2), that lists the name, branch, and address the account is to be deposited into is missing from the Petition. This may be due to an error attempting to attach documents to the petition that was filed as the petition indicates 11 pages were attached but the court has received no documents attached to the petition. The only documents the court received were the exhibits attached to the separately filed declaration.

Ninth, the Petition is not verified and is missing Petitioner's signature.

Finally, to the extent documents identify Petitioner as guardian ad litem, no order granting guardian ad litem status is on the court's docket.

Pursuant to California Rules of Court, Rule 3.1312 and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg **on** 7-20-26 .
(Judge's initials) (Date)

(47)

<u>Tentative Ruling</u>

Re: ***Neal Jackson v. All American Auto Inc.***
Superior Court Case No. 25CECG03552

Hearing Date: July 22, 2026 (Dept. 502)

Motion: Plaintiff Neal Jackson's Motion to Compel Further Responses to Requests for Production of Documents, Set One

If oral argument is timely requested, it will be entertained on Thursday, July 23, 2026, at 3:30 p.m. in Department 502

Tentative Ruling:

Plaintiff Neal Jackson's Motion to Compel Further Responses to Requests for Production of Documents, Set One, is moot.

Plaintiff's request for monetary sanctions is granted in the amount of $1,022.50, to be paid by American Auto and its counsel to plaintiff's counsel at Sierra Litigation. Sanctions shall be paid within 30 days of the notice of entry of this order.

Explanation:

Plaintiff, Neal Jackson ("Jackson" or "plaintiff") makes this motion to compel further responses to Requests for Production of Documents, Set One from defendant All American Auto Inc. dba American Auto Credit Inc. ("American Auto" or "defendant.)

On November18, 2025, Jackson served Requests for Production of Documents, Set One, on American Auto seeking documents relating to American Auto's communications with Jackson and other materials relevant to the claims and defenses in this action. (Chavez Decl., ¶2, Ex. A.) American Auto served responses on January 6, 2026. Those responses consisted largely of 28 boilerplate objections and statements that responsive documents were not within American Auto's possession, custody, or control. (Chavez Decl., ¶3, Ex. B.) However, Defendant's own discovery responses reveal that such documents exist. In its Form Interrogatory responses, American Auto identified text message communications between American Auto's representatives and Jackson, including communications involving Alam Kasam and Usama Yasin. (Chavez Decl., ¶4, Ex. C.)

A motion to compel further must be accompanied by a meet and confer declaration demonstrating an attempt to resolve the matter informally. (Code Civ. Proc., § 2031.310(b).) On January 30, 2026, plaintiff sent a detailed meet-and-confer letter explaining the deficiencies in American Auto's responses and requesting that American Auto serve amended responses and produce responsive documents, including the text message communications referenced in Defendant's interrogatory responses. (Chavez Decl., ¶7, Ex. D.) Plaintiff also attempted to contact defense counsel by telephone and left voicemail regarding the discovery dispute. (Chavez Decl., ¶8.) American Auto does not dispute it never responded.

In accordance with Fresno Local Rule 2.1.17, Jackson filed a Request for Pretrial Discovery Conference on February 11, 2026. (Chavez Decl., ¶10, Ex. E.) The Court denied the request but authorized the Jackson to file a discovery motion addressing the dispute set forth in the request. (Chavez Decl., ¶11, Ex. F.)

On May 18, 2026, Defendant American Auto served Jackson's counsel, First Amended Responses to Jackson's Request for Production of Documents propounded on American Auto, including 67 pages of exhibits. (Dawood Decl., ¶7., Ex. C)

Accordingly, the motion to compel further responses to Requests for Production of Documents, Set One is moot.

Furthermore, Code of Civil Procedure section 2023.010, subdivision (d), provides that failing to respond to discovery is a misuse of the discovery process. A court may impose a monetary sanction for a misuse of the discovery process. (Code Civ. Proc., §§ 2023.030(a); 2031.310, subd. (h).)

Jackson requests monetary sanctions of $1,022.50, comprised of attorney's fees and $60 of filing fees. Here, American Auto failed to provide the additional responses as requested by Jackson.

American Auto argues that sanctions are not warranted for two reasons. American Auto first argues that it acted with good faith where in its January 6, 2026 responses, it "promised to amend their response once the documents are available and found. (All American Auto Inc.'s Response, attached hereto as Exhibit "A")."(Dawood Decl., ¶3.)

However, in addition to the boilerplate objections to American Auto's response, the promise for later production was not very compelling as it did not identify what would later be produced, and did not address Jackson's concerns as American Auto's response was written before the logical inconsistencies pointed out in Jackson's Meet and Confer Letter:

> It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in and variations from the contentions herein set forth. The following responses are given without prejudice to Responding Party's right to produce evidence of any subsequently discovered fact or later recalled.

(Dawood Decl., ¶3, Ex. A.)

Second, American Auto further contests that "Plaintiff's counsel never articulated any specific, substantive deficiencies that remained unresolved." (American Auto's Opposition Papers, pg. 5:6-7.) The Court disagrees. Jackson's January 30, 2026 meet and confer letter, which went unanswered, explicitly explained the deficiencies and incongruities with respect to American Auto's responses to document production and interrogatories.

Accordingly, plaintiff's request for monetary sanctions is granted in the amount of $1,022.50, to be paid by American Auto and its counsel to plaintiff's counsel at Sierra Litigation. Sanctions shall be paid within 30 days of the notice of entry of this order.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: Img on 7-20-26 .
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Barakat v. Barakat***
Superior Court Case No. 24CECG03271

Hearing Date: July 22, 2026 (Dept. 502)

Motion: Motion to Authorize Third-Party Subpoena

If oral argument is timely requested, it will be entertained on Thursday, July 23, 2026, at 3:30 p.m. in Department 502

Tentative Ruling:

To take off calendar, as no moving papers have been filed.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: **lmg** **on** **7-20-26** .
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Ramirez v. Sun Valley Raisins, Inc.***
Superior Court Case No. 25CECG05971/COMPLEX

Hearing Date: July 22, 2026 (Dept. 502)

Motion: By Defendant Sun Valley Raisins, Inc. to Compel Arbitration and Dismiss Class Claims

If oral argument is timely requested, it will be entertained on Thursday, July 23, 2026, at 3:30 p.m. in Department 502

Tentative Ruling:

To grant and order the parties to arbitrate plaintiff Reyna Ramirez's claims against defendant Sun Valley Raisins, Inc. To dismiss the class claims.

Explanation:

Arbitration

In moving to compel arbitration, a defendant must prove by a preponderance of evidence the existence of the arbitration agreement and that the disputes are covered by the agreement. The party opposing the motion must then prove by a preponderance of evidence that a ground for denial of the motion exists (e.g., fraud, unconscionability, etc.) (*Hotels Nevada v. L.A. Pacific Center, Inc.* (2006) 144 Cal.App.4th 754, 758.)

Written Agreement

Unless there is a dispute over authenticity, the mere recitation of the terms is sufficient for a party to move to compel arbitration. (*Sprunk v. Prisma LLC* (2017) 14 Cal.App.5th 785, 793.) The moving party has the burden of proving the existence of a valid arbitration agreement. (*Pinnacle Museum Tower Assn v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 236.) A party opposing arbitration has the burden of showing that the arbitration provision cannot be interpreted to cover the claims in the complaint. (*Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880, 890.)

Here, defendant Sun Valley Raisins, Inc. ('Defendant") attached a copy of an employee handbook, and an acknowledgment of the terms thereof, in English and Spanish, signed by plaintiff Reyna Ramirez ("Plaintiff") on September 7, 2023. (Verified Petition, ¶¶ 4, 5, and Ex. 1-4 thereto.) The employee handbook states that the parties agree to arbitrate any disputes arising out of the employment relationship.

Plaintiff opposes, solely on the grounds that Defendant has not met its moving burden.[1] Plaintiff however makes no specific argument, instead merely alluding to some perceived inconsistencies. Plaintiff suggests that there are inconsistencies between the English and Spanish versions of the acknowledgement form. Plaintiff suggests that the English version expressly refers to "Ray Moles Farms". Nothing in Exhibit 4 appears to support that conclusion. (Verified Petition, Ex. 4, at p. 125 of the packet.)

The opponent to arbitration need not prove that her purported signature is not authentic, but must submit sufficient evidence to create a factual dispute and shift the burden back to the arbitration proponent. (*Ramirez v. Golden Queen Mining Company, LLC* (2024) 102 Cal.App.5th 821, 832-833.) The arbitration proponent retains the ultimate burden of proving, by a preponderance of the evidence, the authenticity of the signature. (*Id.* at p. 833.) Presumptions are to be made in favor of arbitrability. (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 971-972.) Based on the above, the court finds that Plaintiff has not created a factual dispute, and therefore there is a written agreement to arbitrate.

Unconscionability

If the court finds as a matter of law that a contract or any portion of it was unconscionable at the time it was made, the court may refuse to enforce it, or may enforce the contract without the unconscionable provisions, or limit their application to avoid any unconscionable result. (Civ. Code, § 1670.5, subd. (a).) There are two prongs considered in this analysis: procedural unconscionability and substantive unconscionability. <u>Both</u> must be present for a court to exercise its discretion to refuse to enforce an arbitration agreement under the doctrine of unconscionability. (*Armendariz v. Foundation Health Psychcare Services., Inc.* (2000) 24 Cal.4th 83, 113 ("*Armendariz*").) They need not be present in equal amounts; essentially a sliding scale is used, and where there is substantive unconscionability, less procedural unconscionable need be shown. (*Id.* at pp. 113-114.)

Plaintiff argues that the arbitration agreement is procedurally unconscionable because, among other things, the arbitration agreement is a contract of adhesion. It is argued that Plaintiff was provided the arbitration agreement as a take-it-or-leave-it basis with little time to review, and that no one explained the terms to her. (Ramirez Decl., ¶¶ 5-8.) Plaintiff suggests that a representative of Defendant, Jerrico, acted as a sort of fiduciary to explain the terms of the documents put before her and failed to do so. (*See id.* ¶ 5.)

The use of a fiduciary does not excuse Plaintiff's obligation to read what she signs. (*E.g., Appalachian Ins. Co. v. McDonnel Douglas Corp.* (1989) 214 Cal.App.3d 1, 22 ["[T]he mere fact that a contract term is not read or understood by the nondrafting party or that the drafting party occupies a superior bargaining position will not authorize a court

[1] Defendant submits that the opposition is untimely pursuant to Code of Civil Procedure section 1290.6. It has long been held that absent a showing of prejudice, untimely papers will be considered. (*E.g., Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 847.) To the extent that the opposition papers may be considered untimely, the court exercises discretion to consider the late filings. (Cal. Rules of Ct., rule 3.1300(d).)

to refuse to enforce the contract."]) Reliance on an alleged misrepresentation is not reasonable when a party could have ascertained the truth through reasonable diligence. (*Brookwood v. Bank of America* (1996) 45 Cal.App.4th 1667, 1673-1674.) Reasonable diligence requires the reading of a contract before signing it; a party cannot use his or her own lack of diligence to avoid an arbitration agreement. (*Id.* at p. 1674.) Misrepresentation by a fiduciary does not render a contract void unless the misled party, before making the agreement, lacked a reasonable opportunity to learn its terms. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 420-421.) While the terms of the arbitration agreement are housed in the employment handbook, the acknowledgment alerts the signatory of materially the same terms as identified in the handbook.

Neither is it clear what Plaintiff intends to argue when she cites the failure to provide arbitration rules. Nothing in the agreement identifies an arbitration group for which rules could be ascertained at the time of the agreement. This is factually inapposite to the law cited for the premise. (*Compare Trivedi v. Curexco Technology Corp.* (2010) 189 Cal.App.4th 387, 392-393 [finding that the language of the arbitration clause specifically identified the American Arbitration Association and its national rules as an exclusive method to resolve disputes] *disapproved on other grounds by Baltazar v. Forever 21, Inc.* (2016) 62 Cal.4th 1237.) Moreover, the rules of the arbitration group themselves must itself be a basis for a finding of unconscionability. (*Baltazar v. Forever 21, Inc.*, *supra*, 62 Cal.4th at p. 1246 [finding that a plaintiff's unconscionability claim must depend in some manner on the arbitration rules in question, and is function more of substantive unconscionability].) Plaintiff identifies none.

Further, a contract of adhesion is one imposed and drafted by the party of superior bargaining strength, and relegates to the subscribing party only the opportunity to adhere to the contract or reject it. (*Mission Viejo Emergency Medical Associates v. Beta Healthcare Group* (2011) 197 Cal.App.4th 1146, 1159.) Adhesion does not *per se* render the arbitration agreement unenforceable, since such contracts "are an inevitable fact of life for all citizens, businessman and consumer alike." (*Graham v. Scissor-Tail, Inc.* (1981) 28 Cal.3d 807, 817-818.) A finding of procedural unconscionability does not mean that a contract will not be enforced, but rather that courts will scrutinize the substantive terms of the contract to ensure they are not manifestly unfair or one-sided. (*Baltazar v. Forever 21, Inc.*, *supra*, 62 Cal.4th at p. 1244.) In other words, there must also be substantive unconscionability. (*Armendariz*, *supra*, 24 Cal.4th at p. 114.) Here however, though there is an argument suggesting that the arbitration provisions were a condition of employment, no evidence was submitted in support. (*See generally* Ramirez Decl.; *see also* Verified Petition, and exhibits thereto.) To the extent that there may be procedural unconscionability, Plaintiff fails to demonstrate "a very high degree of procedural unconscionability." The court turns to substantive unconscionability.

The substantive inquiry considers whether the overall bargain is overly harsh or unreasonably one sided. (*Armendariz*, *supra*, 24 Cal.4th at p. 114.) California courts have stated the standard variously, defining it as, for example: so one sided as to shock the conscience (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 246); unduly oppressive (*Perdue v. Crocker National Bank* (1985) 38 Cal.3d 913, 925); and unfairly one-sided (*Little v. Auto Stiegler, Inc.* (2003) 29 Cal.4th 1064, 1071). The California Supreme Court has acknowledged these variations and has clarified the differing formulations mean the same thing. (*Sanchez v. Valencia Holding Co., LLC* (2015) 61 Cal.4th 899, 911.)

Plaintiff submits that the arbitration provision is substantively unconscionable because there is a lack of mutuality, that "Defendant attempts to enforce only the parts that benefit them, without taking responsibility for the entire bundle of terms they impose." The court is unable to discern the intent of this argument and what portions of the arbitration provision lack mutuality.

Plaintiff next argues that Defendant bears the burden to demonstrate enforceability. This is an inaccurate assertion, for which *Armendariz* was cited, at page 102. Nothing in this citation supports the conclusion drawn by Plaintiff that Defendant bears this burden. At the pincite, *Armendariz* cites to *Cole v. Burns International Security Services*, (D.C.Cir. 1997) 105 F.3d 1465, which concluded that an arbitration agreement is lawful if five factors were present. The *Cole* opinion concluded that "an employee who is made to use arbitration as a condition of employment 'effectively may vindicate [his or her] statutory cause of action in the arbitral forum.'" (*Cole v. Burns Intern. Security Services* (D.C.Cir. 1997) 105 F.3d 1465, 1482.) These factors were endorsed in *Armendariz*, for the courts to ensure that the arbitration forum imposed on an employee is sufficient to vindicate his or her statutory rights. (*See Armendariz*, *supra*, 24 Cal.4th at p. 103, fn. 8 [discussing the context of Fair Employment and Housing Act claims].) In other words, these are defenses to enforcement, a burden Plaintiff bears.

Plaintiff concludes that the arbitration provision is substantively unconscionable under *Armendariz* because the agreement is silent as to who bears the burden of the costs of initiating mandatory arbitration. Though Plaintiff has not sufficiently established that arbitration here was a mandatory condition of employment, as Defendant notes, "the absence of specific provisions on arbitration costs would… not be grounds for denying the enforcement of an arbitration agreement" because the agreement impliedly obliges the employer to pay all types of costs that are unique to arbitration. (*Armendariz*, *supra*, 24 Cal.4th at p. 113 *citing Cole*, *supra*, at pp. 1485-1486.)

Plaintiff next argues that there are no provisions for discovery. Again, as Defendants note on reply, and as the law suggests, the employer, by agreeing to arbitrate these claims, impliedly consents to such discovery. (*Armendariz*, *supra*, 24 Cal.4th at p. 106.)

In the absence of substantive unconscionability against the modest demonstration of procedural unconscionability, the court finds that the arbitration agreement is not so unconscionable as to be unenforceable. Accordingly, the motion to compel arbitration of Plaintiff's claims is granted. The motion to dismiss class claims is granted.(*AT&T Mobility LLC v. Concepcion* (2011) 563 U.S. 333, 347-348 [finding that class arbitration must be by consent]; *see also Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 391, *abrogated on other grounds by Viking River Cruises, Inc. v.*

Moriana (2022) 596 U.S. 639 [finding that an arbitration agreement lacked an agreement to resolve a representative action in arbitration].)[2]

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: ____lmg____ on ____7-21-26____.
(Judge's initials) (Date)

[2] No request for stay was noticed nor requested in the moving papers. (Code Civ. Proc., § 1281.4 [directing the court to impose a stay upon motion of a party to the action]; 9 U.S.C. § 3 [directing the court to impose a stay on application of one of the parties].)

Additionally, the Verified Petition seeks an award of costs pursuant to Code of Civil Procedure section 1293.2 without any discussion as to the statute's applicability. Code of Civil Procedure section 1293.2 provides merely that "[t]he court shall ward costs upon any judicial proceeding under this title as provided in Chapter 6 (commencing with Section 1021) of Title 14 of Part 2 of this code." Defendant identifies no bases under Code of Civil Procedure section 1021 *et seq.* under which Defendant is entitled to the relief sought under Code of Civil Procedure section 1293.2. The court will not engage in speculation as to Defendant's bases. The informal request for costs, which is also absent from the notice of motion, is denied without prejudice.