Tentative Rulings for October 2, 2025
Department 403

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.

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Tentative Rulings for Department 403

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(41)

Tentative Ruling

Re: ***Maribel Romero v. Pitman Farms, a California Corporation***
Superior Court Case No. 25CECG02219

Hearing Date: October 2, 2025 (Dept. 403)

Motion: By Defendants to Compel Arbitration

Tentative Ruling:

To grant defendants' motion to compel plaintiff to arbitrate her claims and to stay the pending court action until the arbitration is resolved.

Explanation:

Plaintiff, Maribel Romero (Plaintiff), sued defendants, Pitman Farms, a California corporation and Luz Gonzales (together, Defendants), for employment-related claims. Defendants now move to compel Plaintiff to submit the claims in her complaint to arbitration based on the arbitration agreement (Agreement) between Plaintiff and Pitman Farms and to stay the proceedings currently before this court pending arbitration. Defendants bring their motion pursuant to the Federal Arbitration Act (FAA) and California Code of Civil Procedure sections 1281.2 and 1281.4 on the grounds that the claims in Plaintiff's lawsuit are subject to arbitration under the Agreement.

Plaintiff opposes the motion on two grounds: (1) Defendants fail to establish the existence of a valid arbitration agreement with her; and (2) the Agreement's arbitration provisions are unconscionable and unenforceable.

Discussion

A trial court is required to grant a motion to compel arbitration "if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc., § 1281.2.) When a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists, and (2) if any defense to its enforcement is raised, whether it is enforceable. The moving party bears the burden of proving the existence of an arbitration agreement by a preponderance of the evidence. The party claiming a defense bears the same burden to prove any fact necessary to the defense. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413-414; *Avery v. Integrated Healthcare Holdings, Inc.* (2013) 218 Cal.App.4th 50, 59.)

Existence of Agreement

In compliance with the requirements of Code of Civil Procedure section 1281.2 and California Rules of Court, rule 3.1330, a party may meet the initial burden to establish an arbitration agreement "by attaching a copy of the arbitration agreement purportedly

bearing the opposing party's signature." (*Espejo v. Southern California Permanente Medical Group* (2016) 246 Cal.App.4th 1047, 1060 [defendant not required to establish authenticity of plaintiff's signature on arbitration agreement until challenged by plaintiff in opposition].) Defendants meet their initial burden by producing a copy of the Agreement with Plaintiff's handwritten signature. (Rubenstein Decl., ex. A.)

Plaintiff does not challenge her signature on the English version of the Agreement. But she contends the Agreement lacks the essential contractual element of mutual consent. (Civ. Code, § 1565 [consent of contractual parties must be free, mutual, and communicated by each to the other].) With no citation to authority, she suggests if "a party cannot read or understand the language of the purported contract and no effective translation or explanation is provided, there is no meeting of the minds." (Opp. p. 3:26-27.)

Defendants provide several authorities to dispute Plaintiff's unsupported assertion. Even if the court were to accept Plaintiff's assertion as a correct statement of the law, when the court weighs Plaintiff's evidence against Defendant's evidence, the court finds Plaintiff fails meet her burden of proof by a preponderance of the evidence to show, based on her own criteria, that no effective translation or explanation was provided.

Plaintiff submits her declaration, in which she states she was given many documents to sign in March 2019 during the onboarding process, which were presented to her in English. (Romero decl., ¶ 3.) She implies the documents were given to her only in English and makes no mention of any documents presented to her in Spanish. Yet in her opposition memorandum, she argues that many documents were presented to her in English and Spanish and provides copies of onboarding documents in English and Spanish bearing her signature. (Opp., exs. C, D, E, F, G, H, I, J, K, L, M, and N.) Plaintiff claims Pitman Farms "was aware of Plaintiff's need for a Spanish translation and conveniently omitted this version [of the Agreement] from Plaintiff's onboarding process." (Opp., p. 4:7-8.) She also argues the Agreement "was the only English document that Plaintiff signed to relinquish a significant right." Plaintiff's evidence shows she signed other documents in English, including an acknowledgement about Pitman Farms' Medical Screening Communicable Disease Policy, wherein she agreed that as a condition of employment, she "must abide by the terms of this organization policy." (Opp., ex. K [Opp. p. 47].) She also acknowledged (in English) that she had "been given the opportunity to sought [sic] clarification on this policy." (*Ibid*.)

The Agreement (in English) produced by Defendants is dated March 20, 2019, and bears the signatures of Plaintiff and Maritza Rodriguez. In her declaration, Ms. Rodriguez states she assists with onboarding new employees as part of her job duties as a Human Resource Manager for Pitman Farms. She is fluent in both English and Spanish. (Rodriguez decl., ¶ 2.) In accordance with Pitman Farms' policy and practice, she assisted with Plaintiff's onboarding and personally presented Plaintiff with an arbitration agreement in Spanish and English. She was present to answer any of Plaintiff's questions about the arbitration agreement or any other documents. (*Id.* at ¶ 5.) She witnessed Plaintiff sign the Agreement and she affixed her signature to the Agreement on Pitman Farms' behalf. (*Id.* at ¶ 6.) Plaintiff also executed an Orientation Checklist, with her initials next to the line to indicate she had received the Agreement and her signature at the bottom to state

she had read and understood all of the onboarding materials presented to her. (*Id.* at ¶ 7; Rubenstein decl., ¶ 5, ex. C.)

Based on the submitted evidence, the court resolves the factual disputes in Defendants' favor. As Defendants explain in their reply memorandum:

> "If a party does not speak or understand English sufficiently to comprehend a contract in English, it is incumbent upon the party to have it read or explained to him or her." *Caballero v. Premier Care Simi Valley LLC*, 69 Cal. App. 5th 512, 513 (2021). Here, not only did Plaintiff sign the Agreement, but she also signed the Onboarding Checklist confirming that she read and understood all of the onboarding documents, including the Agreement. See Onboarding Checklist, attached as Exhibit C to the Rubenstein Decl.
>
> Moreover, Plaintiff's onboarding narrative, as alleged in her Declaration, contradicts the standard onboarding practices and procedures that Pitman Farms carefully adheres to each time it hires a new employee. During onboarding, Pitman Farms — as a standard practice — provides new hires with employee documents, including an arbitration agreement, in both English and Spanish, and provides a bilingual HR employee to answer any questions the employee might have. [Fn.] This process lasts approximately four hours. See Rodriguez Decl., ¶¶ 3-4. At the conclusion of the employee's onboarding, the employee conducts a final review of the onboarding documents and acknowledges the receipt and comprehension of said documents on an "Orientation Checklist". See Rodriguez Decl., ¶¶ 3-4. See also Rubenstein Decl. ¶¶ 3-5. Here, Maritza Rodriguez, a Human Resource Manager with Pitman Farms specifically recalls following company procedure and presenting the Agreement to Plaintiff in both English and Spanish. See Rodriguez Decl., ¶ 5. Plaintiff had the opportunity to ask questions of Rodriguez, who is bilingual, and ultimately signed the Arbitration Agreement in the direct presence of Rodriguez. See Rodriguez Decl., ¶ 6. In her Opposition, Plaintiff omits the fact that she also had the opportunity at the end of onboarding to review each item she signed, and then hand-signed the Orientation Checklist stating specifically that she "reviewed each item listed (including the Arbitration Agreement) and ... underst[ood] each item ..." See Signed Orientation Checklist, attached as Ex. C to the Rubenstein Decl.

(Rpy., pp. 3:12-4:8.)

Plaintiff challenges the existence of an arbitration agreement with the individual defendant, Luz Gonzalez, because "Plaintiff did not consent to or sign an arbitration agreement that included [her]." (Opp., p. 5:6-7.) Under the agency exception to the general rule that only a party to an arbitration agreement may enforce it, a defendant may enforce an arbitration agreement if a plaintiff alleges the defendant acted as the agent of a party to the agreement. (*Garcia v. Pexco, LLC* (2017) 11 Cal.App.5th 782, 788 [agency allegations entitled non-signatory defendant to benefit of arbitration provisions].)

Here the Agreement at page 2 expressly provides it applies to Pitman Farms and its supervisors and agents:

> For the purpose of this agreement to arbitrate, references to the "Pitman Farms" includes not only Pitman Farms but all of its employees, supervisors, officers, directors, agents, fiduciaries and administrators, and all successors and assigns of any of them, and this arbitration agreement shall apply to them to the extent my claims arise out of or relate to their actions on behalf of Pitman Farms.

Plaintiff sued Pitman Farms' supervisor, Ms. Gonzalez, under a theory that she was acting as an agent of Pitman Farms. (RJN, ex. A [Comp., ¶¶ 1, 7].) Therefore, the agency exception to the general rule applies. Plaintiff's argument that the Agreement does not include Ms. Gonzalez lacks merit.

The court finds Defendants meet their burden to establish the existence of the Agreement. Thereafter, Plaintiff fails to meet her burden to prove the facts necessary to show no valid agreement to arbitrate was formed. Next, the court must resolve the question of whether the defense of unconscionability bars enforcement of the Agreement.

Procedural Unconscionability

Plaintiff claims the Agreement is unenforceable because it is procedurally and substantively unconscionable. As the California Supreme Court has explained, the defense of "unconscionability has both a 'procedural' and a 'substantive' element, the former focusing on 'oppression' or 'surprise' due to unequal bargaining power, the latter on 'overly harsh' or 'one-sided' results." (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 114 (*Armendariz*), quoting *A & M Produce Co. v. FMC Corp.* (1982) 135 Cal.App.3d 473, 486–487, internal quotation marks omitted.) To invalidate an arbitration agreement, the court must find *both procedural and substantive unconscionability*. (*Armendariz, supra,* at p. 122.) "The two types of unconscionability need not be present in the same degree, and 'the more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to come to the conclusion that the term is unenforceable, and vice versa.' " (A*anderud v. Superior Court* (2017) 13 Cal.App.5th 880, 895 (A*anderud*) quoting *Armendariz, supra*, at p. 114.)

"The party opposing arbitration has the burden of proving unconscionability." (A*anderud, supra,* 13 Cal.App.5th at p. 895 [arbitration agreement presented on take-it-or-leave-it basis is procedurally unconscionable].) A contract can be procedurally unconscionable without being an adhesion contract. (*Harper v. Ultimo* (2003) 113 Cal.App.4th1402. 1409–1410.) "[A]dhesion alone generally indicates only a low degree of procedural unconscionability[.]" (*Ramirez v. Charter Communications, Inc.* (2024) 16 Cal.5th 478, 494.)

Courts frequently enforce employment arbitration agreements that are contracts of adhesion, as long as they are not also substantively unconscionable. As the court explained in *Giuliano v. Inland Empire Personnel, Inc.* (2007) 149 Cal.App.4th 1276:

> Arbitration clauses in employment contracts have been upheld despite claims that the clauses were unconscionable because they were presented as part of an adhesion contract on a take-it-or-leave-it basis. [Citations.] . . . [T]he compulsory nature of a predispute arbitration agreement does not render the agreement unenforceable on grounds of coercion or for lack of voluntariness.

(*Id.* at p. 1292, internal quotation marks omitted.)

Plaintiff contends the Agreement is procedurally unconscionable because an inability to understand the language may invalidate a contract, particularly where the stronger party drafts and presents the contract. Plaintiff relies on *Ramos v. Westlake Services, LLC* (2015) 242 Cal.App.4th 674 (*Ramos*), where the plaintiff was *not* attempting to avoid the arbitration agreement based on his limited understanding of English. In *Ramos* the court found an arbitration agreement did not exist due to lack of mutual assent because the Spanish translation did not include the arbitration agreement:

> Under the general contract principles just discussed, the fact that [plaintiff] Ramos signed a contract in a language he may not have completely understood would not bar enforcement of the arbitration agreement. If Ramos did not speak or understand English sufficiently to comprehend the English Contract, he should have had it read or explained to him. (See *Randas* [*v. YMCA of Metropolitan Los Angeles* (1993)] 17 Cal.App.4th [158,] 163; see also 1 Williston on Contracts (4th ed.) § 4:19 ["[O]ne who is ignorant of the language in which a document is written, or who is illiterate, [who] executes a writing proposed as a contract under a mistake as to its contents ... is bound."]) Here, however, Ramos is not attempting to avoid the arbitration agreement because of his limited understanding of the English language. Rather, he is relying on the fact that Pena's Motors provided him with what purported to be a Spanish translation of the English Contract he was being asked to sign, a Spanish translation which did *not* contain the arbitration agreement.

(*Ramos, supra,* 242 Cal.App.4th at p. 687.) Based on its rationale, *Ramos* supports Defendants' position that Plaintiff's limited understanding of the English language does not bar enforcement of the Agreement.

Plaintiff cites one other case in her attempt to establish the necessary element of procedural unconscionability, *Flores v. Transamerica HomeFirst, Inc.* (2001) 93 Cal.App.4th 846 (*Flores*). In *Flores*, the court determined the arbitration agreement was procedurally unconscionable because it was an adhesion contract and substantively unconscionable because it applied unilaterally, in favor of the stronger drafting party. Plaintiff suggests *Flores* stands for the rule that "[a]n English-only document to a Spanish-only speaker constitutes oppression and suppression, and is the hallmark of procedural unconscionability." (Opp., p. 6:12-13, citing *Flores* at p. 853.) The court notes Plaintiff's pinpoint citation to *Flores* does not stand for the principle cited. In fact, *Flores* never mentions the words "Spanish," "English," "suppression," or "hallmark." Furthermore, Plaintiff provides no credible evidence to refute Defendants' evidence that Ms. Rodriguez

personally presented Plaintiff with both a Spanish and an English version of the arbitration agreement and was present to answer any questions about the onboarding documents, including the Agreement. (Rodriguez decl., ¶ 5.) At best, Plaintiff's claim that she was not told that signing the Agreement was optional slightly favors a finding of procedural unconscionability.

Both procedural and substantive unconscionability must be present in order for a contract to be deemed unconscionable. The court finds Plaintiff fails to establish procedural unconscionability, therefore, it need not consider the issue of substantive unconscionability. (*Ramirez v. Charter Communications, Inc., supra,* 16 Cal.5th at p. 494; *Gentry v. Superior Court* (2007) 42 Cal.4th 443, 469-470 [finding of procedural unconscionability does not mean contract is unenforceable, but rather that courts will scrutinize substantive terms to ensure they are not manifestly unfair or one-sided].) To the extent the adhesive nature of the Agreement might be sufficient to establish some degree of procedural unconscionability, albeit low, the court will consider Plaintiff's claims of substantive unconscionability.

Substantive Unconscionability

Even mandatory arbitration clauses in employment contracts are enforceable if they provide essential fairness to the employee. (*Armendariz, supra,* 24 Cal.4th at pp. 90-91; see also *24 Hour Fitness v. Superior Court* (1998) 66 Cal.App.4th 1199, 1212 [arbitration clause in employee handbook was not unconscionable where it provided all parties with substantially same rights and remedies].) In the employment context, an agreement must include the following five minimum requirements designed to provide necessary safeguards to protect unwaivable statutory rights where important public policies are implicated: 1) a neutral arbitrator; 2) adequate discovery; 3) a written, reasoned, opinion from the arbitrator; 4) identical types of relief as available in a judicial forum; and 5) that undue costs of arbitration will not be placed on the employee. (*Armendariz, supra,* 24 Cal.4th at p. 102.)

Plaintiff suggests only one reason to find substantive unconscionability—the Agreement "requires Plaintiff to waive her constitutional right to a jury trial without ensuring that Plaintiff understood that waiver of that right." (Opp., p. 6:22-25.) Plaintiff acknowledges the safeguards of the "heightened scrutiny" requirements under *Armendariz*, but fails to analyze the requirements. Instead, Plaintiff relies on *Grafton Partners v. Superior Court* (2005) 36 Cal.4th 944 (*Grafton*), which involved a predispute jury waiver. As the California Supreme Court explained, Plaintiff's reliance on *Grafton* is misplaced because *Grafton* did not concern an agreement to arbitrate:

> Notably, *Grafton* explicitly distinguished predispute jury waivers from predispute arbitration agreements, observing that arbitration agreements are specifically authorized by Code of Civil Procedure section 1281, and, unlike jury waivers, "represent an agreement to avoid the judicial forum altogether." (*Grafton, supra,* 36 Cal.4th at p. 955.) Because public policy strongly favors arbitration as " ' " 'a speedy and relatively inexpensive means of dispute resolution' " ' " [citation], we decline to read additional unwritten procedural requirements, such as actual notice and meaningful reflection, into the arbitration statute. [Fn.]

(*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 245 [holding developer could enforce arbitration provision against owners association].) The court finds the Agreement is not substantively unconscionable. Thus, the Agreement is not unconscionable and is properly enforced against Plaintiff.

Request for Judicial Notice

The court grants Defendants' request for judicial notice.

Conclusion

Defendants meet their burden to demonstrate the existence of a valid arbitration agreement covering the claims of Plaintiff's complaint. Plaintiff fails to meet her burden to show the Agreement is unconscionable. Therefore, the court grants Defendants' motion to compel arbitration and to stay the pending court action until the arbitration is resolved.

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 9-30-25.
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***Brandon v. Markum***
Superior Court Case No. 25CECG02521

Hearing Date: October 2, 2025 (Dept. 403)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To deny without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders.

Explanation:

At item 7, petitioner states that claimant had "some minor residual complaints that are resolving with more time." However, petitioner has also marked item 8(a) is marked, stating that claimant has fully recovered. It is thus unclear whether claimant has ongoing issues as a result of the accident, or if she has fully recovered.

Further, at item 17.f., petitioner marked the box that counsel does not expect to receive any fees or compensation beyond what is requested it the petition. As petitioner is also a plaintiff in this matter and is represented by the same counsel, this indicates that counsel's fees for both petitioner and claimant are being paid out of claimant's settlement funds, which is improper.

For the reasons set forth above, the petition 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 9-30-25.
(Judge's initials) (Date)

(27)

Tentative Ruling

Re: ***Mario Aburto v. Beatrice Enriquez***
Superior Court Case No. 24CECG02441

Hearing Date: October 2, 2025 (Dept. 403)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To grant the petition. Orders Signed. No appearances necessary. The court sets a status conference for Thursday, January 8, 2026, at 3:30 p.m., in Department 403, for confirmation of deposit of the minors' funds into the blocked accounts. If Petitioner files the Acknowledgment of Receipt of Order and Funds for Deposit in Blocked Account (MC-356) at least five court days before the hearing, the status conference will come off calendar.

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 10-1-25.
(Judge's initials) (Date)

(27)

Tentative Ruling

Re: ***Andrea Rios v. Tricolor California Auto Group, LLC***
Superior Court Case No. 25CECG01342

Hearing Date: October 2, 2025, 2025 (Dept. 403)

Motion: Compel Arbitration.

Tentative Ruling:

The court intends to take the matter off calendar in light of the notice of bankruptcy and stay of proceedings filed by the moving party on September 16, 2025.

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 10-1-25.
(Judge's initials) (Date)