Tentative Rulings for October 29, 2025
Department 503

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.

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

Begin at the next page

(46)

Tentative Ruling

Re:	***Armando Partida v. Dennis Cahill*** Superior Court Case No. 25CECG02244
Hearing Date:	October 29, 2025 (Dept. 503)
Motion:	by Defendants to Compel Arbitration

Tentative Ruling:

To grant and order plaintiff Armando Partida to arbitrate his claims. This action is stayed pending completion of arbitration.

Explanation:

Defendants D & D Cahill, Inc. dba Titan Tank Lines ("Titan Tank") and Dennis Cahill (collectively "defendants") move for an Order compelling plaintiff Armando Partida ("plaintiff") to submit the claims of his Complaint to arbitration. The Complaint alleges ten causes of action for multiple violations of the Labor Code, unfair competition, and wrongful termination in violation of public policy.

Legal Standard

In moving to compel arbitration, the moving party 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. (*Hotels Nevada v. L.A. Pacific Center, Inc.* (2006) 144 Cal.App.4th 754, 758; *Rosenthal v. Great Western Fin'l Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

Written Arbitration 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, defendants attached a copy of the written and signed agreement. (Daphne Cahill Decl., ¶ 13, Exh. C.) This is sufficient evidence to support the present motion. (*Cox v. Bonni* (2018) 30 Cal.App.5th 287, 301.) Plaintiff does not materially contest the existence of the written arbitration agreement, nor his signature on the document. Plaintiff's signature on the agreement creates the presumption that he read and understood its terms, absent a strong showing otherwise. Plaintiff does not dispute that his claims fall within the scope of the arbitration agreement. The court finds that there is a valid written agreement to arbitrate that covers the claims of the complaint against Titan Tank.

Defenses to Enforcement: 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. Both 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.) 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.)

Procedural Unconscionability

Plaintiff argues that the agreement is procedurally unconscionable because it was a contract of adhesion. He argues that it was a take-it-or-leave-it condition of his employment, and that he had no ability to negotiate its terms nor was given an explanation of the terms by defendants.

The agreement was clearly titled "Mutual Agreement to Arbitrate Employees Disputes." (Daphne Cahill Decl., ¶ 13, Exh. C.) Ms. Cahill, the vice president and co-owner of Titan Tank, attests that she walked through the Arbitration Agreement with plaintiff during his onboarding and was available to answer any questions. (*Id*., ¶¶ 2, 14.) Further, the agreement contains an "opt-out" provision allowing employees to withdraw their consent, *even after signing* the arbitration agreement. (*Id*., ¶ 16, Exh. C ["Right to Opt-Out" allows the employee a 30-day period after signing the agreement during which he may notify the Employer in writing of his desire to opt-out of the agreement].)

Even when presuming that an arbitration agreement arising from employment is inherently procedurally unconscionable to a degree, the opt-out provision in this particular arbitration agreement appears to give plaintiff a clear option for declining to the agree, lessening the degree of procedural unconscionability in this arbitration agreement.

Substantive Unconscionability

Mandatory arbitration clauses in employment contracts are enforceable if they provide essential fairness to the employee. (*Armendariz v. Foundation Health Psychcare Services, Inc., 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 does not raise issue with the first, third, and fourth *Armendariz* factors.

Adequate Discovery. Plaintiff argues that the agreement is substantively unconscionable because it does not provide for adequate discovery. The agreement states that "The arbitrator shall conduct any arbitration had pursuant to this Agreement in accordance with the procedures set forth in the California Arbitration Act ("CAA"). […] The CAA entitles each party to reasonable discovery to prosecute their case[.]" (Daphne Cahill Decl., ¶ 13, Exh. C [Agreement ¶ 4(b)].) This provision clearly provides for the process of discovery and does not appear to impose discovery limitations. Defendants note that the case relied on by plaintiff, *Aixtron, Inc. v. Veeco Instruments Inc.* (2020) 52 Cal.App.5th 360, is distinguishable in that the arbitration clause at issue did not even mention the word "discovery," whereas here the agreement purports discovery procedures are subject to the CAA. Plaintiff has not sufficiently demonstrated that the provision for discovery is not adequate.

Undue Arbitration Costs. Plaintiff argues that the agreement is substantively unconscionable because it shifts the fees and costs of arbitration onto the employee in a manner that he would not have been required to bear in state court. The agreement states that the "Employee shall pay for the arbitration, including the arbitrator's fees." (Daphne Cahill Decl., ¶ 13, Exh. C [Agreement ¶ 7].) The court is inclined to agree that this term of the arbitration agreement is substantively unconscionable and places undue costs of arbitration on the employee. However, in line with *McManus v. CIBC World Markets Corp.* (2003) 109 Cal.App.4th 76:

> The agreements are substantively unconscionable in that, at the time of execution, they created the risk that the employee would be required to pay costs prohibited by *Armendariz*. [Citations.] Plaintiff has failed to demonstrate the existence of additional substantive unconscionable provisions in the arbitration procedures or that the agreements were permeated with unfairness. Thus, with the exception of the cost provision, the arbitration agreements are otherwise enforceable. The arbitration agreements are not so "permeated" with unconscionable provisions that it cannot be saved. [Citations.] Accordingly, the unconscionable provision requiring payment of the fees can be severed from the arbitration agreements.
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> (*McManus v. CIBC World Markets Corp., supra,* 109 Cal.App.4th at p. 102.)

Thus, the court is inclined to sever the provision assigning costs of arbitration to the employee.

Plaintiff has not met his burden to demonstrate defense against enforcement of the valid written arbitration agreement. Aside from the now severed fee provision, 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. Where the court orders arbitration, the court must also issue a stay upon motion of the same. (Code Civ. Proc. § 1281.4.) As such, the matter is stayed pending arbitration.

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: JS on 10/27/2025 .
(Judge's initials) (Date)