



Superior Court of California County of San Benito

Tentative Decisions for October 8, 2026

Courtroom #1: Judge J. Omar Rodriguez

CU-24-00038 Perez, Omar vs. Tiffany Motor Co.

In light of the stipulation of settlement, the Case Management Conference is vacated.
No appearances are necessary.

CU-25-00326 Navy Federal Credit Union vs. Garcia, Isela G.

Judgment was entered. The hearing on the Motion for Entry of Judgment is vacated.

CU-26-00141 ODK Capital, LLC vs. @Ease Family Solutions Agency, LLC

In light of the lack of service on Defendants, the Case Management Conference is continued to December 10, 2026 at 1:30 p.m. Plaintiff to provide notice.

CU-26-00177 In the Matter of Alicia Orozco Ortega

The Petition is APPROVED as requested.

CU-26-00181 In the Matter Gabriela Corona Martinez

The Petition is APPROVED as requested.

Defendant's Motion to Compel Arbitration is DENIED. The Case Management Conference is continued to November 12, 2026 at 1:30 p.m. The parties should be expected to discuss potential trial dates.

The Court finds that the Arbitration Agreement is not enforceable against Plaintiff under the Federal Arbitration Act because Plaintiff falls within the transportation worker exemption. The FAA exempts from its coverage the employment contracts of “seamen, railroad employees, or any other class of workers engaged in foreign or interstate commerce.” (9 U.S.C. § 1.) The statutory language ““engaged in foreign or interstate commerce”” must be given “a narrow construction”; and that for the catchall or “residual” category of workers (“any other class of workers engaged in foreign or interstate commerce”) to apply, the worker must, under the ejusdem generis canon, share common attributes with seamen or railroad employees, and play a “necessary role in the free flow of goods.” (*Circuit City Stores, Inc v. Adams* (2021) 532 U.S. 105, at 115, 118, 119, 121.)

In assessing whether the section 1 exemption applies, courts must first define the relevant “class of workers” to which the employee belongs and then determine whether that class of workers is ““engaged in foreign or interstate commerce.”” (*Southwest Airlines Co. v. Saxon* (2022) 596 U.S. 450, 455.) Workers need not be employed by a company in the transportation industry to be exempt under section 1. (*Bissonnette v. LePage Bakeries Park St., LLC* (2024) 601 U.S. 246, 252–253.) Determining the relevant ““class of workers”” requires examination of the work activity of the employee—e.g., the “actual work that the members of the class, as a whole, typically carry out.” (*Saxon, supra*, 596 U.S. at 455–456.) There is a sufficient “nexus to interstate commerce” for section 1 purposes if the worker performs ““activities within the flow of interstate commerce.”” (*Id.* at pp. 462–463.) Courts applying *Saxon* have extended the exemption to employees regularly involved in shipping, processing, receiving, loading, and unloading goods moving in interstate commerce. (*Nair v. Medline Indus., Ltd. P’ship* (9th Cir. 2024) U.S. App. LEXIS 23094, at *5.) In *Ortiz v. Randstad Inhouse Servs., LLC*, the Ninth Circuit applied the exemption to workers who organized, moved, and packaged goods for shipment, even if they did not personally load or unload the goods, because they handled products “near the very heart of their supply chain”

while the goods were still moving in interstate commerce. (*Ortiz v. Randstad Inhouse Servs., LLC* (9th Cir. 2024) 95 F.4th 1152, 1162.) In *Doss v. Tesla, Inc.*, the Court of Appeal ruled that the exemption applied to Doss, stating “while the record here does not indicate that Doss physically unloaded the trailers, he performed preparatory work necessary to that end by moving the trailers from the part of the factory grounds where they were temporarily parked to the warehouse where they could be safely and efficiently unloaded.” (*Doss v. Tesla, Inc.* (2026) 121 Cal.App.5th 81, 93.) The Court concluded, “(i)f, as the United States Supreme Court has held, the unloading of a vehicle carrying goods in interstate transit constitutes activity within the flow of interstate commerce for purposes of section 1..., the necessary preparatory work of Tesla’s yard hostlers to facilitate that unloading likewise fits the bill.” (*Ibid.*)

Here, Defendant’s own declarant confirms that interstate shipment is central to its business, stating that “True Leaf Farms’ freshly processed vegetable products are shipped to various locations throughout the United States.” (Beltran-Torres Decl. ¶¶ 4–6.) Plaintiff’s daily work involved processing produce for shipment, driving forklifts and pallet equipment, and loaded produce onto trucks for transport throughout the United States. (Rios Mendez Decl. ¶¶ 2–4). Because Plaintiff’s work played a direct and necessary role in the free flow of goods across state lines, he qualifies as a transportation worker exempt from FAA enforcement. Accordingly, the agreement must be evaluated exclusively under California law. Claims seeking unpaid wages may proceed in court despite a private arbitration agreement. (*Lane v. Francis Capital Mgmt. LLC* (2014) 224 Cal. App. 4th 676, 684.) Here, Plaintiff’s claims are expressly for, or arise from, unpaid wages, including unpaid minimum wages, unpaid overtime wages, unpaid meal and rest break premiums, and failure to pay wages at separation.

CU-26-00187 In the Matter of Gabriela Corona Martinez

The Petition is APPROVED as requested.

END OF TENTATIVE DECISIONS

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****Please contact Judicial Courtroom Assistant, Maria Pantoja, at
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any objections or concerns.**