Superior Court of California
County of San Benito

<u>Tentative Decisions for September 17, 2026</u>

Courtroom #1: Judge J. Omar Rodriguez

<u>CU-22-00006 Hill, Raymond et al vs. Estrada Rodriguez, Everado et al</u>

The Court has read and considered Defendant's Case Management Conference Statement. The Case Management Conference is continued to February 18, 2027, at 1:30 p.m.

<u>CU-24-00297 Jacquez, Edwardo vs. Daneco Electric Inc.</u>

The Court has read and considered the parties' Case Management Conference Statements. The Case Management Conference is continued approximately 90 days to December 17, 2026, at 1:30 p.m.

<u>CU-25-00031 Espinoza, Yudith vs. Navigator Schools</u>

The Court has read and considered Defendant's Case Management Conference Statement. The Case Management Conference is continued approximately 90 days to December 17, 2026, at 1:30 p.m.

<u>CU-25-00042 Espinoza, Yudith vs. Navigator Schools</u>

The Court has read and considered Defendant's Case Management Conference Statement. The Case Management Conference is continued approximately 90 days to December 17, 2026, at 1:30 p.m.

<u>CU-25-00058 Sanchez, Fernando vs. FCA US, LLC. et al.</u>

The hearings on the Motions to Compel and Judgment on the Pleadings as well as the Case Management Conference are continued to November 3, 2026 at 10:30 a.m. to allow for Judge Breen to conclude the hearings on the motions.

<u>CU-25-00150 Hayes, Rico Richard Jr. vs. Demanty, Craig Michael et al</u>

The Court signed the stipulation to continue the Case Management Conference. The Court has also reviewed the declaration submitted in response to the Order to Show Cause. The OSC is dismissed and the hearing is vacated. No appearances are necessary on September 17, 2026.

<u>CU-25-00186 Hazleton, Laurel vs. Sierra Golf Operations LLC</u>

Defendant's Motion to Compel Arbitration and Stay Proceedings is GRANTED.

A written agreement to submit a controversy to arbitration is valid and enforceable, absent a reason under state law, such as unconscionability save upon such grounds that would render any contract revocable. (Code Civ. Proc., § 1281; *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 114; *Sandoval-Ryan v. Oleander Holdings LLC* (2020) 58 Cal.App.5th 217, 222.) "The party seeking to compel arbitration bears the burden of proving the existence of an arbitration agreement." (*Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880, 890.) "(T)he party opposing arbitration bears the burden of proving by a preponderance of the evidence any defense, such as unconscionability. (Citations.)" (*Peng v. First Republic Bank* (2013) 219 Cal.App.4th 1462, 1468.) The party opposing arbitration must establish both procedural and substantive unconscionability. (Armendariz, 24 Cal.4th at 114.) The two factors are judged on a sliding scale; "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." (*Ibid*.) "The ultimate issue in every case is whether the terms of the contract are sufficiently unfair, in view of all relevant circumstances, that a court should withhold enforcement." (*Sanchez v. Valencia Holding Co. LLC* (2015) 61 Cal.4th 899, 912.)

"A procedural unconscionability analysis 'begins with an inquiry into whether the contract is one of adhesion.'" (*OTO, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 126.) "An adhesive contract is standardized, generally on a preprinted form, and offered by the party with superior bargaining power 'on a take-it-or-leave-it basis.'" (*Ibid*.) "The pertinent question…is whether circumstances of the contract's formation created such oppression or surprise that closer scrutiny of its overall fairness is required." (*Ibid*.) "Oppression occurs where a contract involves lack of negotiation and meaningful choice, surprise where the allegedly unconscionable provision is hidden within a prolix printed form." (*Ibid*.)

"'The circumstances relevant to establishing oppression include, … (1) the amount of time the party is given to consider the proposed contract; (2) the amount and type of pressure exerted on the party to sign the proposed contract; (3) the length of the proposed contract and the length and complexity of the challenged provision; (4) the education and experience of the party; and (5) whether the party's review of the proposed contract was aided by an attorney." (*Id*. at 126-127.)

Plaintiff contends that the arbitration agreement is unconscionable because it is a contract of adhesion. However, she presents no evidence demonstrating that she lacked an opportunity to negotiate the terms of the agreement or attempted to do so. Moreover, Defendant did not require that employees sign an arbitration agreement to obtain employment and Defendant allowed all employees, including Plaintiff 30-days to opt out of the arbitration agreement even after signing. (Rhodabarger Decl. ¶ 6.) The agreement is a short, legible contract. Plaintiff had the opportunity to review the agreement at her home and consider it privately before signing. (Rhodabarger Decl. ¶ 5.) Therefore, Plaintiff has not established procedural unconscionability.

Plaintiff must also demonstrate that the agreement is substantively unconscionable. Substantive unconscionability "typically is found in the employment context when the arbitration agreement is 'one-sided' in favor of the employer without sufficient justification." (*Peng, supra*, 219 Cal.App.4th at 1472–1473.) Plaintiff argues that the agreement is unconscionable because it is for an infinite duration. In Cook v. University of Southern California, the Court of Appeal held that the arbitration agreement was substantively unconscionable because of its broad scope, as it required arbitration of claims unrelated to the employment, it was of infinite duration and it lacked mutuality. (*Cook v. Univ. of S. Cal.* (2024) 102 Cal.App.5th 312, 317-326.) Here, although there is no termination date in this agreement, the contract is expressly limited to claims arising out of the employment relationship and applies to parties mutually. (Rhodabarger Decl. ¶ 4, Ex. B.) Therefore, Plaintiff has not established substantive unconscionability.

<u>CU-25-00296 McPhail Enterprises LLC vs. L Plus L LLC</u>

The Motion to be Relieved as Counsel is GRANTED. Plaintiff's counsel has demonstrated that irreconcilable differences have arisen between counsel and client. The order is effective upon the filing of the proof of service of this order.

<u>CU-25-00329 Wenceslao, Gutierrez vs. Al Fresco Landscaping, Inc., et al.</u>

Plaintiff's Motion to Compel Further Responses as to Plaintiff's Special Interrogatories (Set 1) Nos. 1 through 8 is GRANTED as requested. Defendant Al Fresco Landscaping, Inc ("Defendant") is ordered to pay the entire cost of the *Belaire-West* administration, to cooperate with Plaintiff's counsel in finalizing the language of the Belaire-West notice within seven calendar days of this Order; to initiate the *Belaire-West* notice administration within 14 calendar days of this Order; and to pay monetary sanctions in the amount of $4,339.90 to Plaintiff's counsel within seven calendar days of the date of this order.

Plaintiff brought this class action on behalf of Defendant's non-exempt California employees for various Labor Code violations. On April 10, 2026, Plaintiff served Special Interrogatories (Set One), Nos. 1–8, seeking the putative class members' names, addresses, telephone numbers, email addresses, job titles, work locations, and dates of employment. Defendant served responses on June 3, 2026 objecting to the request and agreed to comply with the request.

The requested information is plainly discoverable, as Defendant's agreement to produce it concedes. California courts have long held that the names and contact information of putative class members are routinely discoverable in wage-and-hour actions, because those employees are percipient witnesses to the practices at issue. (*Williams v. Superior Court* (2017) 3 Cal. 5th 531, 551–52.) Defendant's two objections do not bar production. Its privacy objection is fully answered by the Belaire-West opt-out notice, which the Supreme Court has held adequately protects any privacy interest employees have in their contact information. (*Id.* at 552–55.) Defendant's "ongoing investigation" objection fails as a matter of law, because a party may not withhold discovery on the ground that "it has not fully investigated the case." (Cal. Code Civ. Proc. §2016.090(a)(2).)

END OF TENTATIVE DECISIONS