# Superior Court of California
# County of San Benito

## Tentative Decisions for September 24, 2026

**Courtroom #1: Judge J. Omar Rodriguez**

**CU-19-00212 Y.S., a minor vs. Hollister Unified School District et al**

The unopposed Petition for Approval of Compromise is GRANTED as requested.

**CU-24-00230 Avina, et al vs. State of CA Dept. of Transp., et al**

**Defendant Caltran's Motion to Augment Expert Witness List**

Defendant's Motion to Augment its Expert Witness List is GRANTED. On motion of any party who has engaged in a timely exchange of expert witness information, the court may grant leave to a party to augment its witness list and declaration. (Code Civ. Proc. §2034.610(a)(1).) The motion "shall be made at a sufficient time in advance of the time limit for the completion of discovery under Chapter 8 (commencing with Section 2024.010) to permit the deposition of any expert to whom the motion relates to be taken within that time limit. "The court shall grant leave to augment or amend an expert witness list or declaration only if all of the following conditions are satisfied: (a) The court has taken into account the extent to which the opposing party has relied on the list of expert witnesses. (b) The court has determined that any party opposing the motion will not be prejudiced in maintaining that party's action or defense on the merits." (Code Civ. Proc. §2034.620 subds. (a) and (b).) In addition, the court must find either that the moving party would not "in the exercise of reasonable diligence" have determined to call that expert witness (Code Civ. Proc. §2034.620 (c)(1)), or that the failure to call that expert witness was as a result of "mistake, inadvertence, surprise, or excusable neglect" and the party promptly sought leave to augment and promptly served a copy of the proposed expert witness information on all parties. (Code Civ. Proc. §2034.620 (c)(2)(A)-(B).)

Here, Caltrans met the requirements of Code of Civil Procedure section 2034.620 because it could not in the exercise of reasonable diligence have known Ms. Avila's fate, an untimely death, and the need to hire an alternate hydrologist. Caltrans sought to resolve the issue promptly without the need of a motion to avoid any prejudice, but had to bring the instant motion and request to hear the motion on shortened time and did so with diligence.

**Motion to Sever/Bifurcate**

Defendant's Motion to Bifurcate Issues of Liability and Damages at Trial is GRANTED. The court has broad authority to bifurcate trials, and are authorized to do so for any cause of action or any number of issues. (Code Civ. Proc. §1048 subd. (b).) In determining whether to bifurcate, courts consider convenience, economy and efficiency, avoidance of prejudice, and the ends of justice. (*Ibid*; Code Civ. Proc. §§598.) A separate trial on liability is desirable to avoid wasting court time in cases where the plaintiff loses on the liability issue, to promote settlements where the plaintiff wins on the liability issue, and to afford a more logical presentation of evidence, thus simplifying the issues for the jury. (*Foreman &Clark Corp. v. Fallon* (1971) 3 Cal. 3rd 845, 888, n 8.)

Here, bifurcation is warranted because the liability phase involves distinct technical and factual issues—such as whether a dangerous condition existed, Caltrans' notice or creation of it, comparative fault, and statutory immunities—requiring specialized testimony. (Legaspi Decl. ¶¶ 6, 10.) The parties disclosed a total of 12 expert witnesses related to liability covering testimony concerning reconstruction, hydrology, meteorology, arboriculture, and traffic engineering. (Legaspi Decl. ¶¶ 5, 8, 9, 11, 13.)

The damages phase of the trial will cover separate medical and economic evidence, including wage loss, future and past medical expenses, loss of support, pain and suffering. Requiring jurors to weigh this evidence while concurrently deciding liability creates a danger that sympathy may influence their evaluation of highly technical liability issues and risks distracting them from the technical issues central to determining liability.

**Motion to Preclude the Testimony of Defendant's Supplementally Disclosed Expert Witnesses**

Plaintiffs' Motion to Preclude is DENIED. Code of Civil Procedure section 2034.280 grants a party who participated in the initial expert exchange the right to serve a supplemental expert list within twenty days after the initial exchange. No statute or case law has held this right is conditioned on foreseeability, the status of internal contracting, or completion of expert review at the moment of disclosure. The only requirement is that the supplemental expert address a subject covered by an expert designated by the opposing party and not previously covered by the supplementing party. (Cal. Civ. Proc. §2034.280(a).) Code of Civil Procedure section 2034.300 mandates exclusion only when a party "unreasonably failed" to comply with enumerated obligations, including failure to make the expert available for deposition under Article 3. (Cal. Civ. Proc. §2034.300(d).)

Plaintiffs argue Caltrans' supplemental designation was improper because the disclosure declaration was "false," asserting the experts were not yet retained and were not "ready" at the moment of disclosure. A supplemental designation only requires an attorney declaration stating that the expert agreed to testify and will be sufficiently familiar with the pending action to sit for a meaningful deposition. (Cal. Civ. Proc. §2034.260(a).) Thus, Caltrans satisfied all statutory requirements for supplemental designation.

Plaintiffs also contend that Caltrans failed to make its supplemental experts available. Code of Civil Procedure section 2034.300(d) authorizes exclusion only where a party unreasonably fails to make an expert available. The inquiry is whether the party's conduct compromises the purposes of the discovery statues, including elimination of trial surprises. (*Staub v. Kiley* (2014) 226 Cal.App.4th 1437, 1447.) Qualifying conduct includes egregious misconduct, such as a bald refusal to make the supplemental experts available for deposition. (*Zellerino v. Brown* (1991) 235 Cal. App. 3rd 1097, 1117.) Plaintiffs' argument of being forced to unilaterally notice the depositions is not grounds for exclusion. Plaintiffs have failed to demonstrate prejudice as Plaintiffs were able to meaningfully depose two of the three supplemental expert witnesses.

**CU-26-00071 Jefferson Capital Systems LLC vs. Polanco, Amy**

Based on Plaintiff's Case Management Conference Statement. The Case Management Conference is continued to December 16, 2027, at 1:30 p.m. Plaintiff to provide notice to Defendant. No appearances are necessary on September 24, 2026.

**CU-26-00117 Mendez, Jose vs. True Leaf Farms, LLC**

Defendant's Motion to Compel Arbitration is GRANTED. The parties are ordered to binding arbitration on Plaintiff's individual employment claims. The Class claims are stricken from the Complaint. The proceedings are stayed pending the outcome of arbitration and the case management conference is vacated.

"Under section 1281.2, a trial court must grant a motion or petition to compel arbitration only 'if it determines that an agreement to arbitrate the controversy exists.' The court makes this determination in a summary process. (See § 1290.2.) '[T]he trial court sits as a trier of fact, weighing all the affidavits, declarations, and other documentary evidence, as well as oral testimony received at the court's discretion, to reach a final determination." (*Gamboa v. Northeast Community Clinic*, (2021) 72 Cal. App. 5th 158, 164, citing *Engalla v. Permanente Medical Group, Inc*. (1997) 15 Cal.4th 951, 972.) "The burden of persuasion is always on the moving party to prove the existence of an arbitration agreement with the opposing party by a preponderance of the evidence." (*Gamboa*, 72 Cal. App. 5th at 164.) the burden of production may shift in a three-step process. (*Ibid*.) First, the moving party bears the burden of producing prima facie evidence of a written agreement to arbitrate the controversy, which could include attaching to the motion a copy of the arbitration agreement purporting to bear the party's signature. (*Ibid*.) If the moving party meets its initial prima facie burden, the opposing party bears the burden of producing evidence to challenge the authenticity of the agreement, which may be completed with a declaration stating the party never saw or does not remember seeing the agreement. (*Id*. at 165.) If the opposing party meets its burden of producing evidence, then, in the third step, the moving party must establish with admissible evidence a valid arbitration agreement between the parties by a preponderance of the evidence. (*Id*. at 165-166.)

Here, Defendant produced evidence of a written agreement to arbitrate. Plaintiff challenged the authenticity of the agreement by stating that he has no recollection of ever being presented with or otherwise receiving any arbitration agreement, having the opportunity to review it, or having it explained to him by any manager, supervisor, or human resource representative and attests he does not recall signing it. (Rios Mendez Decl. ¶¶ 5–8.) Plaintiff argues that he is not literate in Spanish, yet he took a written test and achieved a score of 94%.

The moving party then presented admissible evidence that the parties entered into a valid arbitration agreement. A comparison of the handwriting on the acknowledged Form W-4 with the handwriting on the other contemporaneous documents contained in the personnel file, including the arbitration agreement, supports the conclusion that the same person (Plaintiff) completed all of the employment onboarding documents. (See Decl. of M. Patricia Fisher ("Decl. of Fisher") ¶ ¶ 1-17; Supp. Decl. of Andrea Beltran-Torres, Exs. 1-12.) Business records, kept in the ordinary course of business, have long been considered reliable, admissible evidence, excepted from the general hearsay rule. (See Cal. Evid. § 1271.) The business records offered, supported by the expert handwriting analysis and circumstantial evidence, support the conclusion that Plaintiff himself completed and signed the onboarding documents, including the arbitration agreement.

Plaintiff also argues that the arbitration agreement is procedurally and substantively unconscionable. 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, he presents no evidence demonstrating that he 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 as a condition of employment. The agreement is a short, legible contract. Plaintiff was permitted days after receiving the agreement to review and sign the agreement. 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.)

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, the arbitration agreement explicitly states that the matters subject to arbitration consist of "disputes arising out of, relating to, or having any connection or link whatsoever to (Plaintiff's) job search, employment by, or other association with the Company." The agreement goes on to list claims arising under the National Labor Relations Act, claims for disability benefits under California's Workers Compensation Act and claims with the Departmental of Employment Development. It is clear that the parties intended to narrow the scope of matters to be arbitrated in such a manner that is distinguishable from the arbitration agreement in *Cook*.  As a result, Plaintiff has not established substantive unconscionability.

**CU-26-00174          American Express National Bank vs. Villareal, Jeremy**

The Court has read and considered Plaintiff's Case Management Conference Statement.  The Case Management Conference is continued to December 9, 2027, at 1:30 p.m. Plaintiff to provide notice to Defendant.

**END OF TENTATIVE DECISIONS**