

1. **22CV00983 Schein, Karen et al v. Bains, Jasdeep et al**

EVENT: OEX (Jasdeep Bains)

The Court will swear in the witness.

2. **22CV02786 TA v. California Southern Baptist Convention et al**

EVENT: Defendant Thermalito Baptist Church's Motion to Compel Deposition Attendance of Plaintiff

The Court will hear from counsel.

Counsel's declaration attaches a copy of the deposition notice, but there is no proof of service attached to the deposition notice demonstrating when and how Plaintiff was served with the deposition notice. The moving papers represent Plaintiff was served with the deposition notice by mail, but it does not state when. The Court is inclined to continue the matter to September 2, 2026 for counsel to provide a proof of service.

3. **23CV01057 ST v. County of Butte**

EVENT: Plaintiff's Motion to Consolidate Actions

Because case no. 22CV02187 is the lead case, the Court defers to the Court's ruling in said case.

4-5. 24CV04405 Solano, Eligio Leyva v. Gridley Packing, Inc

EVENT: (1) Final Approval of Class Action and PAGA Settlement

(2) Status Conference

Final Approval of Class Action and PAGA Settlement is GRANTED. A review hearing is scheduled for May 5, 2027 at 9:00am. A status report shall be filed no later than April 19, 2027. The Court will sign the proposed order with these modifications.

6-7. 25CV03148 Armour, Katie v. Chico Helathcare & Wellness

EVENT: (1) Defendant Chico Healthcare & Wellness Centre LP dba Oakwood Healthcare Center (former dba Riverside Point Healthcare & Wellness Centre) Motion to Compel Individual Arbitration, Strike Class Claims, and Dismiss the Proceedings

(2) Defendant Modern Hero Inc.'s Joinder to Co-Defendant Chico Healthcare & Wellness Centre, LP's Motion to Compel Individual Arbitration, Strike Class Claims, and Dismiss the Proceedings

The Court rules on the following evidentiary objections it deems material. Plaintiff's objection nos. 3 and 8: sustained. Defendants' evidentiary objections nos. 3-20: overruled.

Plaintiff does not dispute the existence of the arbitration agreements or that she signed the arbitration agreements. Rather she contends the agreements are unenforceable on unconscionability grounds. Defendants have provided evidence of two arbitration agreements signed by Plaintiff: the first signed in 2016 (hereinafter the 2016 agreement) during her initial onboarding, then a second arbitration agreement signed in 2018 (hereinafter the 2018 agreement) as part of another onboarding process. Notably, the language in both the 2016 and 2018 agreements are substantially identical.

Procedural Unconscionability

The Court agrees with Plaintiff that this is an adhesion contract, as most employment contracts are. The circumstances indicate lack of negotiation and lack of meaningful choice for Plaintiff. Whether an additional level of procedural unconscionability exists depends on whether there is an element of surprise.

Haydon v. Elegance at Dublin (2023) 97 Cal.App.5th 1280, 1287:

In assessing procedural unconscionability, courts ask “whether circumstances of the contract's formation created such oppression or surprise that closer scrutiny of its overall fairness is required.” (*OTO, supra*, 8 Cal.5th at p. 126.) Oppression occurs ‘where a contract involves lack of negotiation and meaningful choice’ and surprise involves the extent to which ‘the allegedly unconscionable provision is hidden within a prolix printed form.’ (*Ibid.*)

[Emphasis Added]

Regarding surprise, Plaintiff’s declaration essentially states she was not provided adequate time to review the 2018 agreement and other documents that were presented to her during the second onboarding process. Defendants submitted several declarations from their staff which generically state that employees were provided a reasonable time to review those documents. The Court is not considering those declarations to the extent they suggest Plaintiff was provided a reasonable period of time to review the 2018 documents. Neither declarant was with the organization at the time and therefore the declarations are speculative in that regard.

Ordinarily, Plaintiff’s testimony that she was rushed in reviewing the 2018 documents would be significant evidence demonstrating surprise. However, Plaintiff’s declaration is silent as to the 2016 onboarding and the 2016 agreement. She does not testify that she was not provided with a reasonable opportunity to review those documents including the arbitration agreement.

The Court finds Plaintiff had a reasonable opportunity to review the 2016 agreement. Although the 2016 agreement was included with other on-boarding documents, it was a separate document with conspicuous headings that required a separate signature. Additionally, Plaintiff signed a separate document, essentially a checklist, in which she checked the “Alternative Dispute Resolution Policy” box, indicating she had received the document.

Ultimately, Plaintiff cannot claim surprise concerning the 2016 agreement. Thus, because the 2016 and 2018 agreements were substantially identical, Plaintiff cannot effectively claim surprise concerning the 2018 agreement despite the fact she may not have been provided a reasonable period of time to review that agreement.

In sum, the Court finds a modicum of procedural unconscionability due to the fact that this was an adhesive contract.

Substantive Unconscionability

PAGA

Plaintiff contends the agreement unlawfully waives PAGA claims and prohibits employees from participating in PAGA actions brought by other employees. The agreement states:

“I understand and agree this ADR Program prohibits me from joining or participating in a class action or representative action, acting as a private attorney general or representative of others, or otherwise consolidating a covered claim with the claim of others.”

(Note: While the moving papers referenced an excerpt that ostensibly exempts PAGA from the agreement, after review, no such language appears in the document. Further the Court is not persuaded by Defendants’ argument in the reply that the agreement does not contain a PAGA waiver.) A ban on PAGA actions is a substantively unconscionable term, see *Hasty v. American Automobile Assn. etc.* (2023) 98 Cal.App.5th 1041, 1062-1063. The agreement exacerbates the unconscionability because it provides the ADR policy is “the exclusive means for resolving covered disputes”, thereby effectively eliminating a PAGA claim in any form.

Adequate Remedy at Law Language

Paragraph 5 of the confidentiality agreement contains language identical to the language in *Santana v. Studebaker Care Center, LLC* (2026) 120 Cal.App.5th 1, 20-24. The Second District Court of Appeal found such language was not substantively unconscionable. (*Id* at p. 22) Accordingly, the Court finds the language in paragraph 5 of the confidentiality document is not substantively unconscionable.

Other Language in the Confidentiality Agreement

Plaintiff contends the same confidentiality document constitutes an unfair restraint on competition. However, courts have recognized a legitimate commercial need to protect confidential, proprietary information and trade secrets. (*Santana, supra* at p. 21) Thus, to the extent the confidentiality document protects proprietary information, the agreement is not unconscionable. This includes the “Work for Hire” paragraph.

Plaintiff proceeds to argue the confidentiality agreement is problematic because paragraph 1 presumes any confidential information in the employee’s possession falls outside the agreement’s exceptions and places the burden on Plaintiff to prove by words or documentation an exception applies.

On the surface the presumption appears to advantage Defendants. However, Plaintiff cites no authority suggesting a presumption that information is confidential unless proved otherwise through records and documentation is substantively unconscionable. In any event, any degree of unconscionability with respect to this clause is minimal, as the employee has means and opportunity to rebut the presumption.

Severance

Ultimately, the Court finds (1) substantively unconscionable term exists (PAGA waiver). Consistent with *Santana, supra*, the offending term can be severed. Accordingly, the

motion is granted. The case is stayed. Because the operative pleading does not assert a PAGA claim, there is no basis not to stay the case.

As an aside, had there been a PAGA claim alleged, contrary to Defendants' contention, both the individual and representative portion of that claim would proceed in court. The agreement waived PAGA altogether. Because the agreement did not direct the individual portion of any PAGA claim to arbitration, the Court would have no authority to send the individual portion to arbitration.

Defendant shall prepare and submit a form of order consistent with this ruling within 2 weeks.

8-11. 25CV04058 Ngyuen, Darren v. Sunstrong Capital Holdings, LLC

EVENT: (1) Plaintiff's Amended Motion to Compel Further Response to Request for Admission Set One;

(2) Plaintiff's Amended Motion to Compel Further Responses to Request for Production of Documents Set One;

(3) Plaintiff's Amended Motion to Compel Further Responses to Special Interrogatories, Set One

(4) Plaintiff's Amended Motion to Compel Further Responses to Form Interrogatories, Set One

The Court is in receipt of Plaintiff's request to withdraw the discovery motions. The motions are off calendar.

12-13. 25CV04386 Wells Fargo Bank, N A v. Yang, Lang

EVENT: (1) Plaintiff's Motion for Judgment on the Pleadings

(2) Case Management Conference

Plaintiff's Motion for Judgment on the Pleadings is GRANTED. The Court will sign the proposed order and judgment.

14. 26CV00224 Wells Fargo Bank, NA v. Nixon, Sarah

EVENT: Plaintiff's Motion for Order Deming the Truth of the Matters Specified in Plaintiff's Request for Admissions as Admitted

Plaintiff's Motion for Order Deming the Truth of the Matters Specified in Plaintiff's Request for Admissions as Admitted is GRANTED. The Court will sign the proposed order.

15. 26CV01406 In re: Newton, Victoria

EVENT: Change of name (minor)

The Court will hear from Petitioner. There is no proof of publication on file. Additionally, CCP 1277 requires the nonconsenting parent be served with the Petition a minimum of 30 days prior to the hearing.

16. 26CV01461 In re: Fairbanks, Maribel

EVENT: Change of name (adult)

There is no proof of publication on file. Upon the filing of the proof of publication, the Court will sign the decree provided.

17. 26CV02036 In re: Sablan, Kelcy KayLynn

EVENT: Change of name (adult)

The Court is in receipt of the proof of publication and will sign the decree provided.

18. **26CV02052 In re: Terrill Matthew Lee**

EVENT: Change of name (adult)

The Court is in receipt of the proof of publication and will sign the decree provided.