

**1-2. 21CV03075 Hall, Chantelle v. City of Chico**

*EVENT: (1) Motion to Compel Initial Production of Documents and Interrogatory Responses from the City of Chico*

*(2) Motion to Compel Further Interrogatory and RFA Responses from the City of Chico*

The fundamental dispute here is whether all of the documents associated with these discovery motions were personally served on August 11th as declared by the process server, or only a portion of the moving papers were served on defense counsel as represented in the opposition and the declaration of the secretary Laura Perez.

The declaration of the process server indicates a person by the name of Emily Tran was personally served. The supplemental opposition, which appears to have been filed roughly 10 hours after the reply, does not mention Emily Tran once despite the reply noting that she was served with the papers according to the process server declaration. Because defense counsel does not dispute Ms. Tran's association with the firm, the Court concludes Ms. Tran was served with the documents.

The opposition rests on the declaration of secretary Laura Perez. However, she does not have personal knowledge of what was served by the process server, only Ms. Tran does. The filing of a proof of service creates a rebuttable presumption that the service was proper. (*Floveyor Internat., Ltd. v. Superior Court* (1997) 59 Cal.App.4th 789, 795) Here, there is no declarant with personal knowledge contradicting the process server's declaration that all relevant documents were served.

As a result, the Court finds defense counsel has not rebutted the presumption of proper service. Accordingly, the Court finds service was proper.

As to the merits, the City has submitted egregiously late separate statements in opposition to the motion seeking further responses. (The City's brief does not address the motion seeking initial responses) Those filings will not be considered.

As a result, the Court is granting both motions as unopposed. The City is ordered to provide further form interrogatory and RFA Responses and initial responses to production and special interrogatory responses within 10 days.

As to Plaintiff's request for an evidentiary sanction, the request is denied at this time. If Plaintiff makes a subsequent request in the future, the motion needs to identify with specificity the suggested evidentiary sanction so that the City has an opportunity to address the same.

Note: In the interests of avoiding confusion, going forward Plaintiff's counsel should ensure the precise identification of the discovery requests is included in the captions of the briefs. For example, instead of generic reference to interrogatories, specify whether it is form interrogatories or special interrogatories as well as the set number.

Plaintiff shall prepare the form of order.

**3-4. 22CV02786 TA v. California Southern Baptist Convention et al.**

*EVENT: Thermalito Baptist Church's Motion to Compel Deposition Attendance of Plaintiff  
(Continued from 8/12/26)*

Thermalito Baptist Church's Motion to Compel Deposition Attendance of Plaintiff is GRANTED as unopposed. Sanctions are awarded to Defendant in the amount of \$2,300.00, payable within 20 days. Plaintiff is ordered to appear at the next scheduled deposition.

CRC 3.1010 places the burden on Defendant to make all necessary accommodations. The motion is silent as to what, if any, communications were had with Plaintiff (other than mailing the deposition notice) concerning how the deposition was to take place, or what arrangements were needed. There is no evidence of any communication either before or after the deposition.

Had the deposition notice provided a physical location for the deposition, the Court would not necessarily expect extensive pre-deposition communications with Plaintiff. But when a pro per is noticed for a remote deposition, one would expect there to be some pre deposition communication regarding logistics.

Defendant shall prepare the form of order.

**5. 24CV02216 Garbolinsky, Greg v. Gillingham, Jeffrey Duke Paul et al.**

*EVENT: Defendants' Motion for Admissions Be Deemed Admitted, for Monetary Sanctions, and for Terminating Sanctions*

Defendants' Motion for Admissions Be Deemed Admitted, for Monetary Sanctions, and for Terminating Sanctions is GRANTED. The fact Plaintiff has abandoned the case combined with his failure to respond to discovery warrant terminating sanctions. Sanctions are awarded in the amount of \$1,750.00. The Court will sign the proposed order with this modification.

**6. 24CV03276 Dommer, Jeanne v. Bushman, Katherine**

*EVENT: Application for Interlocutory Judgment Approving Partition by Sale of Real Property and Appointment of Real Estate Broker*

The application is continued to September 30, 2026 at 9:00am for Plaintiff to submit the appraisal of TC Bradford and the buyout letter sent to Defendant tenant in common. Plaintiff shall nominate a licensed real estate broker to execute the transaction.

**7-8. 24CV04071 Jenkins, Nicholas et al v. Chico Healthcare & Wellness Centre, LP**

*EVENT: (1) Plaintiff's Motion to Compel Further Responses to Special Interrogatories, Set One From Chico Healthcare & Wellness Centre, LP dba Riverside Point Healthcare & Wellness Centre*

*(2) Plaintiff's Motion to Compel Further Responses to Requests for Production of Documents, Set One from Chico Healthcare & Wellness Centre, LP dba Riverside Point Healthcare & Wellness Centre*

*Special Interrogatories*

Nos. 1-10, 31-35,39

The motion is denied as moot in light of the second supplemental responses served after this motion was filed. However, as to these interrogatories Plaintiffs should not have been required to file this motion. Accordingly, the Court issues pro-rated sanctions in the amount of \$2,000 payable within 20 days.

Nos. 37 & 38

The motion is GRANTED.

Preliminarily, Defendant waived any objection based on CCP 2030.050 by failing to raise the objection in its initial discovery response.

The Court approves Plaintiffs' proposed opt-in letter procedure. In light of Plaintiff's proposed procedure there is no serious invasion of privacy. (*See Pioneer Electronics (USA), Inc. v. Superior Court* (2007) 40 Cal.4th 360, 373)

The Court approves the proposed notice and response card, with one modification. After the word "convenience", the following sentence shall be added: "If you desire your contact information not be accessible to counsel for Plaintiff, you need not respond to this notice."

At Plaintiff's expense, Defendant shall mail the notice and response card to each resident from November 29, 2021 through March 18, 2023 and to each resident's responsible party. Defendant shall mail the notices by October 7, 2026. Plaintiff shall reimburse Defendant within 10 days after receiving notice of the completed mailing.

No name, address, telephone number, or fact of residency shall be disclosed to Plaintiffs or their counsel as to any individual who does not affirmatively respond.

No individual who does not respond shall not be contacted further.

Any contact information voluntarily disclosed by a responding resident or responsible party shall be used solely for purposes of this litigation and destroyed upon conclusion.

#### *Production of Documents*

The motion is granted in its entirety as unopposed. Defendant shall provide further responses within 14 days' notice of this order. Defendant is sanctioned \$2,000 payable within 20 days.

Plaintiff shall prepare and submit the form of orders within 2 weeks.

#### **9. 25CV00661 JP Morgan Chase Bank v. Bond, Ez A**

##### *EVENT: Plaintiff's Motion for Judgment on the Pleadings*

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

**10. 25CV01156 Capital One Bank (USA) NA v. Hawthorne, Christopher L**

*EVENT: Plaintiff's Motion for Judgment on the Pleadings*

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

**11. 25CV02571 Bull, Greg S et al v. Ford Motor Company et al**

*EVENT: Defendant Ford Motor Company's Motion for Judgment on the Pleadings*

Defendant Ford Motor Company's Motion for Judgment on the Pleadings is GRANTED without leave to amend as unopposed. The Court will sign the proposed order.

**12. 25CV04526 Rodriguez, David v. General Motors LLC**

*EVENT: Plaintiff's Motion for Attorney Fees, Costs and Expenses*

The Court finds the hourly rates applied by Plaintiff's counsel to be reasonable taking into account the specialized area of practice. As to an enhancement multiplier, the Court denies Plaintiff's request for a multiplier and Defendant's request for a negative multiplier. The case settled for \$10,000. While not de minimus, the result does not substantially exceed the result of an average case. Because we have already accounted for counsel's expertise in affirming the hourly rates, denial of an enhancement is appropriate in this instance.

As to number of hours, the Court finds several billings excessive and makes the following monetary deductions.

\$250.00 (prepare client agreement)

\$191.25 (protective order)

\$1,445.00 (initial disclosure reviews)

\$2,537.50 (motion)

\$4,423.75 total deductions

Further, the Court reduces Plaintiff's requested amount of \$3,312.50 for reply related work to \$1,700.00. As a result, Plaintiff is awarded \$21,920.85 in attorney fees. (\$24,644.60 - \$4,423.75 + \$1,700) Additionally, Plaintiff is awarded \$790.97 in costs and expenses.

The Court will sign the proposed order.

**13. 25CV04947 Roberts, Christopher Neil v. Davis, Nathan Charles et al**

*EVENT: Motion to be Relieved as Counsel (Plaintiff's Counsel)*

Motion to be Relieved as Counsel is GRANTED. The Court will sign the proposed order. The order will become effective upon the filing of a proof of service demonstrating the order was served on Plaintiff.

**14. 26CV00710 Morris, Dawn v. AOCL LLC et al**

*EVENT: Defendant AOCL, LLC's Petition to Enforce Class Action Waiver and Compel Arbitration and Dismissal*

Defendant AOCL, LLC's Petition to Enforce Class Action Waiver and Compel Arbitration is GRANTED. The request for dismissal is DENIED. The case is stayed pending arbitration.

The Court rules on evidentiary objections as follows. Plaintiff's evidentiary objections: paragraph 3 of the declaration of Ms. Santos: sustained to the extent the declaration attempts to suggest that Plaintiff had sufficient time to review the documents. There is no indication declarant was personally present when Plaintiff reviewed the documents.

### *An Arbitration Agreement Exists*

The Court has reviewed the evidence concerning Plaintiff's execution of the arbitration agreements via electronic signature and finds Defendant has met its burden of authenticating the signature pursuant to *Garcia v. Stoneledge Furniture LLC* 102 Cal.App.5th 41, 53 and related authority. The Court finds an arbitration agreement exists, thus the question is whether the agreement is enforceable.

### *Any Potential for Conflicting Rulings is De Minimis*

Plaintiff argues there is a potential for conflicting rulings pursuant to CCP 1281.2(c) because the case also involves Defendant Country Crest LLC. AOCL took over the facility in February 2022. (The precise date is unclear) The relevant time period is 4 years before the filing of the complaint. The complaint was filed on 2/10/26, which means the complaint goes back to February 10, 2022.

It is unclear what the precise time period was before AOCL took over, but it appears to be only a matter of days. Any potential risk of inconsistent rulings would be de minimis considering Country Crest, LLC's involvement during the relevant time period is extremely limited.

### Procedural Unconscionability

*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.*)

There is no serious dispute that this is an adhesion contract as most employment contracts are. The arbitration agreement explicitly states that the agreement is a condition of employment.

Plaintiff argues an additional degree of procedural unconscionability exists, ostensibly based on surprise, because she only reviewed the document for 14 seconds. The Court is not persuaded. The fact that she only reviewed the document for 14 seconds was her choice. She received the documents along with the other on-boarding documents 4 days before her first day of employment. That is more than ample time for review.

In sum, the Court finds a low degree of procedural unconscionability exists due to the adhesive nature of the contract.

## Substantive Unconscionability

### *PAGA Waiver*

The agreement provides “ ... Company and Employee agree that they have waived ... any of their rights to bring ... to bring, participate in, initiate, join, or in any way become a party to any class action, collective action, consolidated action, representative action, Private Attorneys General Act (“PAGA) action or joint action ...”

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. However, paragraph 5 of the agreement contains language mitigating any unconscionability:

To the extent applicable or state law or state court decision precludes Employee and/or Company from arbitrating PAGA claims ... then the Parties agree that PAGA claims shall be heard by a court of competent jurisdiction.

This language mitigates an PAGA waiver as it essentially provides that if a PAGA waiver is illegal, the PAGA claims are heard in court, except that the individual PAGA claim will go to arbitration, which is consistent with current law.

### *Class Action Waiver*

Plaintiff argues that because the Federal Arbitration Act does not apply, and because the California Arbitration Act does apply, the class action waiver is unenforceable. Case law is clear that if the FAA applies, class action waivers are enforceable, *see Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 359-360, 364.

Per *Rodriguez v. American Technologies, Inc.* (2006) 136 Cal.App.4th 1110, 1122, if the contract provides that the FAA governs, it is simply a matter of contract enforcement. Because the agreement provides the FAA applies, the waiver is not unconscionable.

### *Scope of Employment*

Plaintiff argues the agreement includes claims “with no tether to employment” in paragraph 3 of the agreement, seemingly relying on the “other Matters” language. The Court does not interpret that language as including matters not tethered to employment. The preceding clause limits the matters to “arising out of Employee’s employment, including ... claims and other matters ...” Interpreting the language as a whole and in context, “matters” is limited to subjects arising out of employment. The Court finds this language is not unconscionable.

### *Employee Bound Against Non-Signatory Third Parties*

Plaintiff suggests there is a lack of mutuality because claims she has against individual directors, managers, employees, etc. are subject to arbitration but none of those individuals

are signatories resulting in a lack of mutuality. Plaintiff cites *Cook v. University of Southern California* (2024) 102 Cal.App.5th 312.

However, *Cook* simply took issue with the fact that USC's "related entities" were not required to arbitrate their claims. *Cook* does not stand for the proposition that subjecting claims to arbitration against individuals in their capacity as employees, directors etc., is one sided. Nor is the Court aware of any authority.

The Court finds no mutuality issue.

### *Indefinite Duration*

Paragraph 11 of the agreement provides the "Agreement to arbitrate shall survive the termination of employee's employment. It can only be revoked or modified in writing signed by both Parties that specifically states an intent to revoke or modify this agreement."

*Cook, supra*, involved similar language and the Court found the language substantively unconscionable. Accordingly, the Court finds infinite duration language contained in paragraph 11 substantively unconscionable.

### *Severability*

In sum there is one substantively unconscionable term, the indefinite duration language.

Severance may be properly denied when the agreement contains more than one unconscionable provision, and there is no single provision a court can strike or restrict in order to remove the unconscionable taint from the agreement. (*Cook, supra* at p. 329) [Internal citations omitted]

Because there is only one unconscionable term, the Court finds the term severable. Even if the indefinite duration language was not severable, the motion would nevertheless be granted based on the sliding scale approach.

*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.App.4th 83, 114:

The prevailing view is that [procedural and substantive unconscionability] must both be present in order for a court to exercise its discretion to refuse to enforce a contract or clause under the doctrine of unconscionability." (*Stirlen v. Supercuts, Inc., supra*, 51 Cal. App. 4th at p. 1533 (*Stirlen*).) But they need not be present in the same degree. "Essentially a sliding scale is invoked which disregards the regularity of the procedural process of the contract formation, that creates the terms, in proportion to the greater harshness or unreasonableness of the substantive terms themselves." (15 Williston on Contracts (3d ed. 1972) 1763A, pp. 226-227; see also *A & M Produce Co., supra*, 135 Cal. App. 3d at p. 487.) In other words, 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.

The Court has found a low degree of procedural unconscionability exists. As to substantive unconscionability, the indefinite duration term in isolation represents a low degree of substantive unconscionability. The likelihood that the parties will have a subsequent employment related dispute years in the future is seemingly remote.

Defendant shall prepare the form of order within 2 weeks.

**15. 26CV01777 In re: Hawthorne, Jamie**

*EVENT: Change of name (minor)*

The Court will hear from Petitioner. There is no proof of publication on file. Also, there is no proof of service demonstrating the non-consenting parent was served with the Petition as required by CCP 1277.

**16. 26CV01932 In re: Vilensky, Elazar**

*EVENT: Change of name (adult) (continued from 8/19/26)*

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

**17. 26CV01963 In re: Meyer, Danielle Krista**

*EVENT: Change of name (adult) (Continued from 7/29/26)*

The Court will hear from Petitioner regarding the status of the proof of publication.

**18. 26CV02222 In re: Kimura, Kaoko**

*EVENT: Change of name (adult)*

The Court is in receipt of the proof of publication. However, as of this writing the Court is awaiting the results of the background check.

**19. 26CV02308 Morejohn, Robert et al v. James, Chris et al**

*EVENT: Petition for Order Releasing Expired Mechanics Lien (Continued from 7/29/26)*

The Court is in receipt of the proof of service indicating the petition and notice of hearing was served by mail on August 13, 2026. However, the proof of service does not indicate that it was served with return receipt requested. Civ. Code 8460(b) requires service be made “in the same manner as service of summons, or by certified or registered mail, postage prepaid, return receipt requested ...”

Accordingly, the hearing is continued to October 7, 2026 at 9:00am.

**20. 26CV02460 Pacific Gas & Electric Company v. Stonebraker, John**

*EVENT: OSC re: Preliminary Injunction*

Plaintiff’s Request for a preliminary injunction is GRANTED. Plaintiff shall prepare the form of order.