PROPOSED TENTATIVE

On December 5, 2025, plaintiff Brendan Potyondy (plaintiff) filed a claim against defendant Pacific Coast Energy Co. (defendant), advancing four causes of action, as follow: 1) retaliation per Labor Code section 1102.5; 2) retaliation per Labor Code section 98.6; 3) retaliation per Labor Code section 6310; and 4) a tort for wrongful termination in violation of public policy. Briefly, according to the operative pleading, the events at issue arose from plaintiff's reports of financial violations in or about 2019; plaintiff was hired on or about February 14, 2022, as a "Reserves Manager/Reservoir Engineer," with duties to manage defendant's reserves, including underlying assets, forecasting operating targets, generating and proposing economic projects, compliance reporting for private equity and banking compliance, and production evaluations. Plaintiff informed defendant's management "on multiple occasions" that defendant was "using false numbers for oil differentials, and that these errors resulted in gross over-evaluation and reporting that was unfair and harmful to [defendant's] investors." Plaintiff observed that during his employment that defendant's personnel "were providing false sell counts and otherwise attempting to mislead auditors." Plaintiff reported in July 2023 to management that defendant "was intentionally misclassifying resources . . ., which inflated values and distorted reporting . . . ." Plaintiff "discovered facts leading him to reasonable believe that [defendant] was improperly allocating and charging expenses and costs . . . in a manner that reduced. . . net income under the Conveyance Agreement and resulted in false or misleading reporting . . . ." Plaintiff ultimately disclosed numerous violations to the Securities and Exchanges Commission on August 28 and 29, 2023. Plaintiff also found environmental, regulatory, and safety noncompliance, and reported this to management and ultimately, on October 24, November 6, and November 9, 2023, to Cal/OSH and the California Geologic Energy Management Division. On November 14, 2023, plaintiff reported to the California Department of Fish and Wildlife that defendant had caused an oil spill on the Careaga Lease "that polluted a blue-line creek that they did not report," amount other oil spills. Plaintiff's employment was terminated as of January 19, 2024, based on his protected whistleblowing activity.

On February 26, 2026, defendant filed a motion to compel arbitration, pursuant to Code of Civil Procedure section 1281.2. Attached to the declaration of Lisa Bauer is a copy of the signed "California Arbitration Agreement" between the parties. The arbitration agreement is governed by the Federal Arbitration Act (FAA), and was consummated "in conformity with the procedures of the California Arbitration Act, pursuant to Code of Civil Procedure section 1280, et seq., "including section 1283.05 and all of the Act's other mandatory and permissive right to discovery)." According to the agreement, both parties agreed to utilize "binding arbitration as the sole and exclusive means to resolve all disputes that may arise between Employee and the Company and/or Employee and PEO [i.e., G&A Partners and/or its affiliates] to resolve all disputes that may arise between Employee and the Company and/or Employee and the PEO, including but not limited to disputes regarding termination of employment and compensation."

A) Preliminary Determinations

A court must order arbitration "if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc., § 1281.2.) The party seeking arbitration bears the ultimate

burden of proof as to the existence of an arbitration agreement and whether the disputes are subject to arbitration. (*Iyere v. Wise Auto Group* (2023) 87 Cal.App.5th 747, 755; *Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165.) Defendant has met his prima facie burden under this authority.

Further, defendant has shown that the arbitration agreement comports with the five-part fairness test for mandatory employment agreements as articulated in; *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 114; "Such an arbitration agreement is lawful if it '(1) provides for neutral arbitrators, (2) provides for more than minimal discovery, (3) requires a written award, (4) provides for all of the types of relief that would otherwise be available in court, and (5) does not require employees to pay either unreasonable costs or any arbitrators' fees or expenses as a condition of access to the arbitration forum. (*Id.* at p. 105-113.) Plaintiff does not claim otherwise.[1]

B) Unconscionability

It is settled that plaintiff, as the party opposing arbitration, has the burden to show any defense by a preponderance of the evidence any defense, such as unconscionability. (*Pinnacle Museum Tower Assn., supra,* 55 Cal.4th 223, 236; *Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.) Unconscionability is the only defense advanced by plaintiff. Generally (*OTO, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 125) an arbitration agreement is invalid if, like any other contract, it is unconscionable. (9 U.S.C. § 2; Code Civ. Proc., § 1281; *OTO*, at p. 125,; *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 114; *Doctor's Associates, Inc. v. Casarotto* (1996) 517 U.S. 681, 687.) "A contract is unconscionable if one of the parties lacked a meaningful choice in deciding whether to agree and the contract contains terms that are unreasonably favorable to the other party." (*OTO*, *supra,* at p. 125,.) "Unconscionability has both a procedural and a substantive element." (*Ramirez, supra,* 16 Cal.5th at p. 492.) Those two elements "operate on a 'sliding scale' [citation]: The more of one is shown, the less of the other is required." (*Silva v. Cross Country Healthcare, Inc.* (2025) 111 Cal.App.5th 1311, 1327; *Ramirez*, at p. 493.) The party resisting enforcement of an agreement to arbitrate has the burden of establishing unconscionability. (*Ramirez, supra*, at p. 492.) Procedural unconscionability "addresses the circumstances of contract negotiation and formation" and "focus[es]" on (1) "oppression" and (2) "surprise." (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 246; *Ramirez, supra*, 16 Cal.5th at p. 492; *OTO, supra*, 8 Cal.5th at p. 125.) Substantive unconscionability assesses "the fairness of a

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[1] In *Mercuro v. Superior Court* (2002) 96 Cal.App.4th 167, the appellate court concluded that *Armendariz* is not limited to FEHA claims; its rule regarding mandatory arbitration in employment contracts applies to "any statute" enacted for a "public reason," such as the Labor Code, as advanced here. (*Id.* at p. 180.) The court will assume without deciding that *Mercuro* states the relevant rule. On a related point, our high court has clarified that the five-part fairness test articulated in *Armendariz* is separate and distinct from the unconscionability test (although they do overlap). *(Ramirez v. Charter Communications, Inc.*(2024) 16 Cal.5th 478, 504, fn. 7.)

contract's terms." (*OTO, supra*, 8 Cal.5th at p. 129; *Pinnacle*, *supra*, 55 Cal.4th at p. 246.) A contract's terms are unfair if they are "overly harsh," "unduly oppressive," "unfairly one-sided," or " 'so one-sided "as to shock the conscience.' "" (*Ramirez, supra*, 16 Cal.5th at p. 494; *Pinnacle*, *supra,* at p. 246.) That is, substantive unconscionability examines whether the contract's terms are " 'unreasonably favorable to the more powerful party.' " (*Ramirez*, at p. 494; *Nyulassy v. Lockheed Martin Corp.* (2004) 120 Cal.App.4th 1267, 1281 [" 'mutuality' " is the " 'paramount consideration' " in assessing substantive unconscionability].)

The court agrees with plaintiff that there is at least a modicum of procedural unconscionability. Our high court has explained that there are degrees of procedural unconscionability. "At one end of the spectrum are contracts that have been freely negotiated acts by roughly equal parties, in which there is no procedural unconscionability . . . . Contracts of adhesion that involve surprise or other sharper practices lie on the other end of the spectrum. [Citation.] Ordinary contracts of adhesion, although they are indispensable facts of modern life that are generally enforced [citation], contain a degree of procedural unconscionability even without any notable surprise, bear within them the clear danger of oppression and overreaching." (*Ramirez, supra*, 16 Cal.5th at pp. 493-494.) In the present case, defendant has submitted his declaration that when he was offered the position with defendant on February 14, 2022, he was confronted with "an onboarding packet consisting of 135 pages of materials," of which the arbitration agreement was included; he was told that he was required to execute the arbitration agreement. Defendant has presented no evidence that the arbitration agreement was anything by a contract of adhesion – i.e., that plaintiff could have negotiated the terms of the employment agreement. The court therefore concludes that on this undisputed evidence that the arbitration agreement was a contract of adhesion, and while that alone "generally indicates only a low degree of procedural unconscionability," the potential for overreaching in the employment context "warrants close scrutiny of the contact's terms." (*Ramirez, supra,* 16 Cal.5th at p. 434.)

The court also agrees with plaintiff that the arbitration agreement is substantively unconscionable (based on the impermissible ***scope*** *o*f its language). The critical language in the arbitration agreement reads as follows: The parties "agree to utilize binding arbitration as the sole exclusive means to resolve ***all disputes*** that may arise between Employee and the Company and/or the Employee and PEO, including but not limited to disputes regarding termination of employment and compensation. Employee specifically waives and relinquishes his/her right to bring ***a claim*** against the Company and/or PEO, in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent Employee in a lawsuit against the Company or PEO in a court of law. Similarly, the Company and Peo specifically waive and relinquish their rights to bring ***a claim*** against Employee in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent the Company or PEO in a lawsuit against the Employee in a curt of law." Lest there be doubt about the scope of the agreement, it goes on to provide that included within the scope of this Agreement "are ***all disputes***, whether based on tort, contract, statute. . . equitable law, or otherwise." Additionally:

"By this Agreement, Employee, the Company and PEO give up their respective right to trial by jury of ***any claim*** Employee may have against the Company of PEO, or ***any claim*** the Company or PEO may have against Employee." The court can find no limitation in the arbitration agreement that limits the scope of the arbitration to only employment-related claims. The term "all disputes" and "any claim" -- used ubiquitously -- makes it clear that plaintiff is required to arbitrate claims that are unrelated to her employment with defendant.

This is similar to the arbitration language at issue *Cook v. University of Southern California* (2024) 102 Cal.App.5th 312. There, the arbitration agreement required the arbitration of "all claims, whether or not arising out of Employee's University employment, remuneration, or termination, that Employee may have against the University or any of its related entities, including but not limited to faculty practice plans, or its or their officers, trustees, administrators, employees or agents, in their capacity as such or otherwise; and claims that the University may have against Employee." The appellate court in Cook found this language clear – it required plaintiff Cook to arbitrate claims that are unrelated to her employment with USC. (*Id*. at p. 321.) The *Cook* court observed that USC seemed to concede the scope of the agreement – as written – made it unconscionably broad, and rejected USC's attempts to put a narrow interpretation "to avoid unreasonable results." The *Cook* court observed that courts "have rejected similar arguments," citing to *Samaniego v. Empire Today, LLC* (2012) 205 Cal.App.4th 1138, 1147 and *Carmona v, Lincoln Millenium Car Wash, Inc.* (2014) 226 Cal.App.4th 74, 88-89.) The cases relied upon by USC involved "the enforceability of an employment arbitration agreement which was expressly limited to claims arising from or related to employment. They did not address the conscionability of an arbitration agreement in which an employee was bound to arbitrate any and all claims whether or not they arose from the employee/employee relationship. For this reason, we find these cases unpersuasive in establishing the conscionability of Cook's arbitration agreement."

The *Cook* court went on as follows: "We recognize that employment contracts can provide a 'margin of safety' that grants extra protection to the party with superior bargaining power if there is a legitimate commercial need for doing so. [Citation.] However, unless the 'business realities' that give rise to that special need are explained in the contract itself, they must be factually established. [Citation]." There was no explanation in the contract about why all claims had to be arbitrated, and USC did not present evidence before the trial court. In any event, "[e]ven considering this argument on the merits, we find it unpersuasive. The arbitration agreement drafted by USC applies to all claims 'whether or not arising out of the Employee's University employment, remuneration or termination." "If USC had been concerned about capturing termination of retaliation claims related to Cook's employment, it simply would have limited the scope of the agreement to claims arising out of or relating to her employment or termination. It is difficult to see how it is justified to except *Cook* – as a condition of her employment at the university – to give up the right to ever sue USC employee in court for defamatory statements or other claims that are completely unrelated to Cook's employment."

Accordingly, "we find the trial court did not err in holding that the agreement's broad scope is substantively unconscionable." (*Id.* at p. 346.)

True, the arbitration agreement here does not expressly state that arbitration is appropriate for all claims "whether or not arising out of the Employee's University employment, remuneration or termination," unlike the arbitration agreement in *Cook*. The court, however, does not find the presence of this language dispositive, given the clear and unmistakable scope of the arbitration clause at issue. As observed in *Cook,* if defendant wanted to limit the scope of the arbitration to employment or employment-related actions, it could have expressly said so. But it did not. The reasoning of *Cook* applies equally well here.

In reply, defendant claims that *Cook* has been curtailed or limited by *Ayala-Ventura v. Superior Court of Fresno County* (2026) 119 Cal.App.5th 241. In *Ayala-Ventura*, the arbitration agreement provided for arbitration "of all claims, disputes, and/or controversies (collectively 'claims') whether or not arising out of [Ayala-Ventura's] employment of the termination of employment, that Company may have against [Ayala-Ventura] or that [Ayala-Ventura] may have against Company or against its employees or agents in their capacity as employees or agents." According to the court, "even if we adopted [Ayala-Ventura's] interpretation of the Agreement [i.e., it applies to all claims, employment related or not], we are not persuaded this language renders it unconscionable based on *Cook*.

The appellate court explained why *Cook* was distinguishable. "In *Cook*, the plaintiff (Cook) filed a lawsuit against her former employer, the University of Southern California (USC), and two coworkers alleging discrimination and harassment. (*Cook, supra*, 102 Cal.App.5th at pp. 316–317.) Cook and USC had an arbitration agreement wherein they ' 'agree[d] to the resolution by arbitration of all claims, whether or not arising out of Employee's University employment, remuneration or termination, that Employee may have against the University or any of its related entities, including but not limited to faculty practice plans, or its or their officers, trustees, administrators, employees or agents, in their capacity as such or otherwise; and all claims that the University may have against Employee.' ' (*Id.* at p. 317.) The trial court deemed the agreement unconscionably infinite in scope and duration because it "applied to 'all' of Cook's claims regardless of whether they arose from her employment," for the rest of her life from any injury related to USC or its related entities. (*Id.* at p. 318.) The Court of Appeal likewise found unconscionable the agreement's requirement the plaintiff must resolve by arbitration "any and all claims, whether or not they arose from the employee/employer relationship." (*Id.* at p. 324.) The agreement was further deemed unconscionable because it survived indefinitely following Cook's termination from USC and lacked mutuality as it did not require USC's " 'related entities' " to arbitrate their claims against Cook. (*Id.* at pp. 325–326.)"

The *Ayala-Ventura* court made the following observation: "C*ook* must be considered in its own context which differs materially from the circumstances in this case. [Citation]. As in *Cook*, the Agreement [here] potentially covers a broad array of claims regardless of whether they

arise out of Ayala-Ventura's employment with CCS. But the *Cook* court did not conclude an arbitration agreement covering all claims including those unrelated to employment is per se unconscionable as Ayala-Ventura seems to argue. Because 'parties are free to contract for asymmetrical remedies and arbitration clauses of varying scope,' the Agreement's purportedly broad scope does not necessarily mandate a finding of unconscionability. [Citation.] The agreement in *Cook* was unconscionable in part because of the multifarious ways in which a claim against USC "completely unrelated to [Cook's] employment" could arise. (*Cook, supra*, 102 Cal.App.5th at p. 318.) As an example, the trial court observed that if Cook were to undergo a botched surgery at USC's hospital in 15 years, her claims would still be subject to arbitration. (*Ibid.*) **Given [the defendant in *Ayala-Ventura*] solely provides commercial janitorial services, we are hard-pressed to discern how a similarly vast range of claims completely unrelated to Ayala-Ventura's employment could arise, nor does Ayala-Ventura offer a similar panoply of potential claims she might assert.** The Agreement's scope is not unconscionably broad ***under the circumstances in this case***." (*Id.* at p. 257, emphasis added.) In this regard the *Ayala-Ventura* court interpreted the Agreement as applying only to employment-related claims, and was therefore not unconscionable. (*Ibid.*)

No doubt *Ayala-Ventura* limits *Cook's* import to situations in which it is reasonably foreseeable that a vast range of claims completely unrelated to plaintiff's employment could arise, and where plaintiff provides a "similar panoply" of potential claims she might assert. Because the defendant in *Ayala-Ventura* provided commercial janitorial services, the court found itself hard-pressed to imagine how anything but employment related claims could be raised.

Contrary to defendant's portrayal, however, *Alaya Ventura* is not the only recent California appellate case to explore *Cook*'s contours. In *Stoker v. Blue Origin, LLC* (2026, filed April 24, 2026) ___ Cal.App.5th ___ [2026 WL 1142092], decided after *Ayala-Ventura*, the terms of the arbitration clause at issue provided that it applies "to any and all claims, disputes, or controversies between the Company and me, including, without limitation, claims arising out of or relating to my employment application and/or hiring process, employment with the Company, and/or any termination of my employment. . ., tort claims [and] breach of contract claims." (Italics omitted.) " 'Company' is defined to include not only Blue Origin, but also its 'parent, subsidiaries, affiliates, successors, or assigns, as well as their current and former officers, directors, employees and agents.'" (*Id.* at p. 6.)

The *Stoker* court found this provision's scope was substantively unconscionable, relying on *Cook.* It noted that in *Cook,* "an arbitration agreement entered into between the University of Southern California (USC) and an employee required the employee to arbitrate all claims against USC, regardless of subject matter." The Court of Appeal agreed that the arbitration agreement was substantively unconscionable, explaining: "If USC had been concerned about capturing termination or retaliation claims related to [an employee's] employment, it simply could have limited the scope of the agreement to claims arising out of or relating to her employment or termination. It is difficult to see how it is justified to expect [the employee] -- as a condition of

her employment at the university -- to give up the right to ever sue a USC employee in court for . . . claims that are completely unrelated to [her] employment." (*Id.* at p. 325.) It went on: "The present case is analogous to *Cook.*" "As in that case, the arbitration agreement here is not limited to claims arising out of the employment relationship. Instead, it applies to *any claim* that might arise *at any time* between Stoker and Blue Origin *or* its parent, subsidiaries, affiliates, successors or assigns, *or* employees of any of these entities. Thus, for example, the arbitration agreement would apply if *Stoker* were to be injured in an automobile accident with another Blue Origin employee years after his employment ended, or if his house were damaged by debris from a Blue Origin rocket. The arbitration provision's broad scope, thus, renders it substantively unconscionable." (*Id*. p. 7.) The *Stoker* court rejected Blue Origin's argument that "arbitration agreement does not cover all claims between the parties, but 'only employment-related claims between [Stoker] and Blue Origin.' In support, Blue Origin notes that that provision's expansive language—" '*any and all claims, disputes, or controversies between the Company and me*' "—is narrowed by the clause that follows—" '*including, without limitation, claims arising out of or relating to my employment*.' " Not so, the court opined. "Had Blue Origin intended to subject only employment-related claims to arbitration, it would have been a simple matter to say so. Instead, Blue Origin used far more expansive language—"any and all claims." Suffice it to say, "all" means all." (*Ibid.*) The same is true here. It is worth observing that the *Stoker* court did not discuss *Ayala-Ventura* or its gloss or interpretation of *Cook.*

The court is inclined to follow *Stoker'*s interpretation of *Cook,* rather than *Alaya-Ventura*'s interpretation of it, even though *Stoker* did not acknowledge *Ayala-Ventura*.[2] Indeed, recent federal district court opinions have invalided arbitration agreements per *Cook* when the scope of the arbitration agreement extends far beyond employment dispute without resorting to the limitation placed on it by *Ayala-Ventura*. For example, in *BRYANT v. ROBINHOOD*

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[2] *Cook* is not an outlier, for it has been cited in numerous cases; when federal cases have distinguished *Cook,* they have found it inapplicable because the arbitration agreement at issue "clearly contemplates a narrower set of issues, fairly linked to his employment with [employer]." (*Burkhardt v. Extra Space Mgmt., Inc.*, (E.D. Cal. July 31, 2025) No. 2:25-CV-00547-DJC-CKD, 2025 WL 2172287, at *7; see *Perez v. PeopleReady, Inc.*, (N.D. Cal. Mar. 6, 2026) No. 25-CV-04610-AMO, 2026 WL 638555, at *5 [noting cases have distinguished *Cook* because the arbitration provision at issue in *Cook*, which plainly required the plaintiff to arbitrate claims unrelated to her employment, from the arbitration provisions before them, which limited arbitrability to claims arising from the employment relationship]; *Roope v. Westlake Hardware Inc.* (N.D. Cal. Jan. 14, 2026) No. 25-CV-07702-VC, 2026 WL 98438, at *2 [unlike in *Cook v. University of Southern California*, the agreement is best understood to be limited to claims arising out of Roope's employment with Westlake and its affiliates].) *Ayala-Ventura* seems to be the first case to distinguish *Cook* based on the nature of defendant's work and (more significantly) the likely occurrence of lawsuits (and thus arbitrable claims) involving defendant's actions unrelated to work related events (i.e., requiring evidence of this at the time the lawsuit is filed). Arguably *Ayala-Ventura*'s gloss, requiring evidence at the time of the motion to compel arbitration is decided to support the likelihood of lawsuits unrelated to work events, runs counter to our high court's observations that unconscionability ***must be determined at the time the contract is signed, not thereafter*** (*Ramierz, supra,* 16 Cal.5th at p. 530 [whether a contract is fair or works unconscionable hardship is determined with reference to the time when the contract was made and cannot be resolved by hindsight by considering circumstances of which the contracting parties were unaware].) In any event, because the court finds e *Ayala-Ventura* to be factually distinguishable, as discussed in the body of this order, the court does not need to address the apparent conflict.

FINANCIAL, LLC, Defendant. (N.D. Cal. Apr. 2, 2026), No. 25-CV-08207-VC, 2026 WL 900364, at *2, decided after *Ayala Ventura*, the court observed that the arbitration provision at issue covered not only claims "arising out of or relating to this Agreement," but also "any other agreement between you and Robinhood." (*Id.* at p. 2.) The federal district court went on to note as relevant for our purposes: "This Court has previously invalidated similarly overbroad contracts, even when the plaintiff has not shown that he has been disadvantaged by the overbreadth. *See Gardner v. AMN Healthcare Servs., Inc.*, 2025 WL 3751929, at *1 (N.D. Cal. Dec. 29, 2025) (citing *Cook v. University of South California*, 102 Cal. App. 5th 312, 321-25 (2024))."

Even assuming arguendo that there is a split of authority on this point, this case as a factual matter seems closer to *Cook* and *Stoker*, rather than *Ayala-Ventura*. Defendant here is far removed from the "commercial janitorial service" defendant at issue in *Ayala-Ventura*, and much closer to the scope of employment with USC or Blue Origin. For example, Blue Origin is an exploration company that develops rockets, engines, and spacecraft. As the *Stoker* court observed, the scope of the arbitration language would apply "if Stoker were to be injured in an automobile accident with another Blue Origin employee years after his employment ended, or if his house were damaged by debris from a Blue Origin rocket. The arbitration provision's broad scope, thus, renders it substantively unconscionable." Defendant Pacific Coast Energy Company seems similarly situated, for as noted in the operative pleading, it is an independent energy company, which owns assets in Santa Barbara, Kern, Monterey, Orange, and Los Angeles, and is responsible for operating oil wells. It partners with G & A Outsourcing, LLC, to provide services like payroll, benefits, and tax compliance. It appears far more possible (as was true in *Cook* and *Stoker*), given the nature of plaintiff's work, that plaintiff could be injured in some way outside employment (given the breath of operations), a factually distinguishable proposition from the situation in *Ayala-Ventura*. Unlike the record in *Ayala-Ventura*, the limited record here (and the court acknowledges it is limited), shows defendant has operations "like the well-known, broad capacity of USC's reach" at issue in *Cook. (Ayala-Ventura, supra*, at p. 258.) Accordingly, *Cook* and *Stoker*, rather than *Ayala-Ventura*, govern. The court finds the arbitration agreement in scope to be unconscionable, under the auspices of *Cook* and *Stoker,* and the federal district court cases to have explored the issue.

The issue, therefore, is whether the court can severe this provision and enforce the rest of the arbitration agreement. An unconscionable contract term may be served and the resulting agreement enforced, unless the agreement is permeated by an unlawful purpose "or severance would require a court to augment the agreement with additional terms." (*Cook, supra*, 102 Cal.App.5th at p. 349.) The court takes guidance from *Stoker* on this exact point. The *Stoker* court observed severance for a similar overbreadth claim (as discussed above) was inappropriate because the deficiency could only be corrected "by adding language limiting the provisions' reach to claims arising out Stoker's employment – and as we stated, courts have no authority under governing law to cure unconscionable contracts through 'reformation and augmentation,"

citing *Armendariz, supra,* 24 Cal.4th at page 125. (*Stoker, supra*, at p. 13.) For the same reasons advanced in *Stoker,* severance here would require the court to reform and augment the language of the arbitration agreement, limiting the arbitration to employment related claims, which this court has no authority to do.

For all of these reasons, the court denies the motion to compel arbitration. Although defendant has met its prima facie burden to show an arbitration agreement that covers the disputes, plaintiff has shown by a preponderance of evidence that the arbitration agreement is procedurally and substantively unconscionable (based on the scope of the arbitration language), and severance cannot be utilized to cure the deficiency. As a result the court finds it is unnecessary to address all claims of substantive unconscionability advanced by plaintiff.

The parties are directed to appear in person or by Zoom. There is a CMC scheduled for today.