

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF VENTURA**

**Tentative Ruling**

---

**2025CUPA047849: HASSAN TAHAJODI, et al. vs UBER TECHNOLOGIES, INC., et al.  
01/26/2026 in Department 43  
Motion to Compel arbitration**

The morning calendar in courtroom 43 will normally begin at 8:45. Please arrive for your hearing no later than 8:30 a.m. The door will be opened before the calendar is called.

The Court allows appearances by CourtCall and Zoom. Refer to the Courtroom 43 webpage for more information about remote appearances. If appearing by CourtCall, call in no later than 8:30 a.m. If you wish to appear by CourtCall, you must make arrangements with CourtCall by 4:00 p.m. the court day before your scheduled hearing. Requests for approval of a CourtCall appearance made on the morning of the hearing will not be granted. No exceptions will be made.

For Zoom appearances, all counsel appearing by Zoom must email the court at Courtroom43@ventura.courts.ca.gov with a simultaneous copy to all other counsel/self-represented parties no later than 3:00 p.m. the court day before the hearing. INCLUDE THE PHRASE "ZOOM APPEARANCE ON (DATE OF HEARING)" IN THE SUBJECT LINE OF YOUR EMAIL. The email must identify the person who will make the appearance. You will receive the login information for your appearance in reply to your email. If appearing by Zoom, log into the hearing no later than 8:30 a.m. The Court will transfer you to the meeting room when your matter is called. Additional instructions can be found on the Courtroom 43 webpage. When you log in to Zoom, be sure that your name and the case name are used as your Zoom name. IF YOU DO NOT FOLLOW ALL OF THESE INSTRUCTIONS, YOU WILL NOT BE PERMITTED TO APPEAR BY ZOOM AT THE HEARING.

With respect to the tentative ruling below, no notice of intent to appear is required. If you wish to submit on the tentative ruling you can fax notice to Judge Coats's secretary, Ms. Brantner at 805-477-8790, stating that you submit on the tentative. Or you may email Courtroom43@ventura.courts.ca.gov with all counsel copied on the email. Do not call in lieu of sending a fax or email. If you submit on the tentative without appearing and the opposing party appears, the hearing will be conducted in your absence. If you are the moving party and do not advise the Court that you submit on the tentative, or you do not appear at the hearing, the Court may deny your motion irrespective of the tentative.

Unless stated otherwise at the hearing, if a formal order is required but not signed at the hearing, the prevailing party shall prepare a proposed order and comply with CRC 3.1312 subdivisions (a), (b), (d) and (e). The signed order shall be served on all parties and a proof of service filed with the court. A "notice of ruling" in lieu of this procedure is not authorized.

**Motion:** Defendant's Motion to Compel Arbitration

**Tentative Ruling:** Defendant's Motion to Compel Arbitration is GRANTED. The matter is ordered to binding arbitration pursuant to the terms of the user agreement. The Superior Court matter is stayed, including the claims against Defendant Matthews, pending completion of

arbitration. The Court schedules a status conference regarding the status of arbitration for October 14, 2026, at 8:30 a.m. in Courtroom 43. The parties are ordered to file a joint report advising the Court as to the status of the arbitration no later than five court days before the hearing.

Defendant is ordered to serve notice of the Court’s ruling.

Because the case has been ordered to arbitration, the motions to compel discovery are vacated and must be refiled for hearing before the arbitrator.

## **DISCUSSION**

### **I. Legal Standard**

A written agreement to submit to arbitration, a controversy thereafter arising is valid, enforceable and irrevocable, save upon such grounds as exist for the revocation of any contract. (Code Civ. Proc., § 1281.)

On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and where a party thereto refuses to arbitrate such controversy, the court shall order the petitioner and the respondent to arbitrate if it determines an agreement to arbitrate the controversy exists. (Code Civ. Proc., § 1281.2; *Gorlach v. Sports Club Co.* (2012) 209 Cal.App.4th 1497, 1505 [noting that “when presented with a petition to compel arbitration, the trial court's first task is to determine whether the parties have in fact agreed to arbitrate the dispute”].)

In deciding a petition to compel arbitration, trial courts must first decide whether an enforceable arbitration agreement exists between the parties and then determine the second gateway issue of whether the claims are covered within the scope of the agreement. (*Omar v. Ralphs Grocer Co.* (2004) 118 Cal.App.4th 955, 961.) The initial burden is on the party petitioning to compel arbitration to prove the existence of the agreement by a preponderance of that evidence. (*Villacreses v. Molinari* (2005) 132 Cal.App.4th 1223, 1230.)

Once petitioners allege that an arbitration agreement exists, the burden shifts to respondents to prove the falsity of the purported agreement, and no evidence or authentication is required to find the arbitration agreement exists. (*Condee v. Longwood Mgt. Corp.* (2001) 88 Cal.App.4th 215, 219.)

### **II. Application**

#### **A. Existence of a Valid Arbitration Agreement**

The existence of a valid arbitration agreement between Plaintiff Babak and Uber is not disputed. Plaintiffs dispute the applicability of the arbitration agreement to Plaintiff Hassen.

In determining whether an enforceable arbitration agreement exists, the initial burden is on the party petitioning to compel arbitration. ‘Because the existence of

the agreement is a statutory prerequisite to granting the petition, the petitioner bears the burden of proving its existence by a preponderance of the evidence.’

(*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413.)

The primary question before the Court is whether Plaintiff Hassen is a third-party beneficiary of the Uber terms such that he is bound by the arbitration agreement.

Uber cites a series of trial court rulings within the last several years where Uber was the Defendant and the Superior Courts in those cases found that the Uber terms bound third parties who bring claims arising from the use of Uber’s services. (*Galan v. Uber Technologies, Inc.* (2025) Cal. Super. LEXIS 14196, 12; *Clausen v. Uber Technologies* (2024) Cal. Super. LEXIS 31255, 6, 7, 8; *Alfaro v. Uber* (2024) 2024 Cal. Super. LEXIS 36126, 7; *McCants v. Uber Technologies Inc.*, 2022 Cal. Super. LEXIS 23517; *Juwan Smith Bey v. Uber Technologies Inc. et al.*, 2022 Cal. Super. LEXIS 48221; *Tracy Lynn Lara v. Uber et al.*, 2021 Cal. Super. LEXIS 94609; and *Jamice Quick v. Clarence Ernan Jeter et al.*, 2021 Cal. Super. LEXIS 84623).

“[A]n opinion of a California Court of Appeal or superior court appellate division that is not certified for publication or ordered published must not be cited or relied on by a court or a party in any other action.” (Cal. Rules Court, r. 8.1115, subd. (a).) The rulings of other trial courts do not constitute binding or persuasive authority on which this Court may rely. The citation of these cases by Uber is improper and counsel is admonished for citing them to this Court.

This Court will look to citable authority in ruling on this matter:

Whether an agreement to arbitrate exists is a threshold issue of contract formation and state contract law.’ [Citations.] ‘The party seeking to compel arbitration bears the burden of proving the existence of a valid arbitration agreement.’ ” [Citation.] “Because arbitration is a matter of contract, generally ‘ “one must be a party to an arbitration agreement to be bound by it or invoke it.” ’ ” [Citation.] “However, both California and federal courts have recognized limited exceptions to this rule, allowing nonsignatories to an agreement containing an arbitration clause to compel arbitration of, or be compelled to arbitrate, a dispute arising within the scope of that agreement.” [Citation.] “ ‘ “As one authority has stated, there are six theories by which a nonsignatory may be bound to arbitrate: ‘(a) incorporation by reference; (b) assumption; (c) agency; (d) veil-piercing or alter ego; (e) estoppel; and (f) third party beneficiary.’ ” ’ ” [Citation.]

(*People v. Maplebear Inc.* (2022) 81 Cal.App.5th 923, 931-932.)

A third party beneficiary is someone who may enforce a contract because the contract is made expressly for his benefit. [Citation.] The test for determining whether a contract was made for the benefit of a third person is whether an intent to benefit a third person appears from the terms of the contract. [Citation.]

(*Jensen v. U-Haul Co. of California* (2017) 18 Cal.App.5th 295, 301.)

The arbitration agreement in question expressly provides that it applies to third-party beneficiaries. (Pelkey Decl., Ex. D.) Moreover, there is no logical argument that Plaintiff Hassan was not a beneficiary of the contract. He entered the vehicle that was contracted for services by Plaintiff Babak and received the benefit of transport as a passenger in the same way Plaintiff Babak received the benefit. Plaintiffs' argument that Plaintiff Hassan's mere presence in a vehicle requested by someone else does not constitute knowing exploitation of a contract is unavailing. Plaintiff Hassan offers no evidence that he was unaware that the Uber vehicle was contracted by Plaintiff Babak, nor could he plausibly make such an assertion. The Court finds that the arbitration agreement applies to Plaintiff Hassan as an intended third-party beneficiary.

Uber has established the existence of a valid arbitration agreement as to both Plaintiffs.

**B. Code of Civil Procedure Section 1281.2, Subdivision (C)**

*1. Applicability*

Uber argues that Code of Civil Procedure section 1281.2, subdivision (c) does not apply because the terms of the arbitration agreement dictate that the Federal Arbitration Act applies to all aspect of arbitration. Plaintiffs argue that section 1218.2 applies because not all the parties selected the Federal Arbitration Act. The first part of this argument relies on there being no valid arbitration agreement between Plaintiff Hassan and Uber. The Court has already determined there was a valid agreement, so this argument fails.

As to the second part of the argument, Plaintiffs argue that section 1218.2 is designed to apply to multiparty cases with nonmoving defendants. This argument applies flawed circular logic and not helpful as to the applicability of section 1218.2.

In *Mastick v. TD Ameritrade, Inc.*, the plaintiff sued her accountant (Oakwood Capital Management), and her securities broker (TD Ameritrade) for professional negligence after a single November 2008 meeting in which she was advised to surrender whole-life insurance policies and invest the proceeds, allegedly resulting in tax and financial losses. (*Mastick v. TD Ameritrade, Inc.* (2012) 209 Cal.App.4th 1258, 1261-1262.) The claims against all defendants arose from the same advice given at the same meeting and the same transaction. (*Ibid.*) Mastick had separate arbitration agreements with Oakwood and TD Ameritrade, but not with her accountant: Oakwood's agreements contained a California choice-of-law provision and required AAA arbitration, while TD Ameritrade's agreements selected Nebraska law and FINRA arbitration. (*Ibid.*) When Oakwood and TD Ameritrade petitioned to compel arbitration after the case was remanded from federal court, the trial court denied both petitions under Code of Civil Procedure section 1281.2(c) based on the risk of inconsistent rulings if the matter proceeded in multiple forums, finding the claims were factually intertwined and would otherwise be litigated simultaneously in three different proceedings. (*Ibid.*)

That court determined that the arbitration agreement between TD Ameritrade and Plaintiff contained a choice of Nebraska law that was enforceable noting that choice of law provisions will be enforced "unless either (a) there is no reasonable basis for the parties' choice, or (b) application

of the law of the chosen state would be contrary to the fundamental policy of a state that has a materially greater interest.” (*Id.* at 1267.) It is important to note that Nebraska law, like the Federal Arbitration Act, does not authorize a court to stay arbitration or refuse to enforce an arbitration provision to avoid duplicative proceedings or conflicting rulings. (*Id.* at 1266.)

Uber attaches a copy of the arbitration agreement with its moving papers which expressly calls for the Federal Arbitration Act to govern its interpretation and enforcement and proceedings. (Pelky Decl. Ex. D.) Plaintiffs have not shown there is no reasonable basis for the parties’ choice of the FAA and have not demonstrated that application of federal law would be contrary to the fundamental policy of the State of California. The Court finds that the Federal Arbitration Act applies to the substantive and procedural aspect of arbitration to the exclusion of Code of Civil Procedure section 1281.2.

The motion to compel arbitration is granted as to Plaintiffs’ claims against Uber and the litigation, including that against Defendant Matthews, is stayed until resolution of the arbitration proceedings.