

SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

Tentative Ruling

2025CUPL054802: SAEED ARJOMAND BIGDELI vs TESLA, INC.

04/13/2026 in Department 44

Motion to Compel BINDING ARBITRATION

Effective **January 5, 2026**, Judge Charmaine H. Buehner and all cases previously assigned to Department J4 at the Juvenile Justice Center in Oxnard transferred to Department 44, located at the Hall of Justice, 800 South Victoria Avenue, Ventura, California 93009.

Department Rules. Parties and counsel shall follow the Department 44 rules and Zoom protocols, available at <https://www2.ventura.courts.ca.gov/Courtroom/C44>.

Remote Appearances. The Court allows Zoom appearances as a courtesy to parties and counsel. The Court does not accommodate Court Call appearances. **You MUST register by 4:00 p.m. the court day before your hearing or you will be DENIED entry to the hearing:**

ZOOM Registration Link:

<https://ventura-courts-ca.zoom.us/meeting/register/iqN7uhQSQMuoQs-9TQXgEQ>

No advance notice is required to appear in person.

Tentative Rulings. Oral argument should address the tentative decision. To submit on the tentative decision, email courtroom44@ventura.courts.ca.gov before 8:00 a.m. on the hearing date, copying all other parties, Use the subject line “SUBMISSION ON TENTATIVE”, [Case Number], [Case Title] and [Party]. If not all parties submit, the hearing will proceed, and the tentative ruling may change.

The Court may adopt, modify or reject the tentative ruling after hearing. The tentative ruling has no legal effect unless and until adopted by the Court.

Motion: Defendant Tesla, Inc.’s Motion to Compel Binding Arbitration (*unopposed*)

Tentative Ruling:

Defendant Tesla, Inc.’s unopposed Motion to Compel Binding Arbitration is GRANTED.

Defendant’s Request for Judicial Notice of the Complaint filed on November 26, 2025, is granted. (Evid. Code, § 452, subd. (d).)

Discussion

1. **Applicability of the FAA**

Defendant argues that the FAA applies to the arbitration agreement at issue.

“A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract or as otherwise provided in chapter 4.” (9 U.S.C.A. § 2 (West).) “[T]he word ‘involving’ is broad and is indeed the functional equivalent of ‘affecting.’ ” (*Allied-Bruce Terminix Companies, Inc. v. Dobson* (1995) 513 U.S. 265, 273-274[.])

“Section 2 of the FAA, the basic coverage provision of the FAA, makes the law applicable to contracts evidencing a transaction ‘involving commerce’ (9 U.S.C. § 2), which language reflects that Congress intended the law’s coverage to extend to the full reach of its commerce clause power.” (*Nieto v. Fresno Beverage Co., Inc.* (2019) 33 Cal.App.5th 274, 279.)

“Generally, the first step in reviewing an arbitration dispute is to determine whether the question presented is subject to the FAA or the CAA because different rules apply under the two acts, which in some cases leads to federal preemption.” (*Aixtron, Inc. v. Veeco Instruments Inc.* (2020) 52 Cal.App.5th 360, 391, disapproved on other grounds by *Vo v. Technology Credit Union* (2025) 108 Cal.App.5th 632.) “A party seeking to enforce an arbitration agreement has the burden of showing FAA preemption.” (*Lane v. Francis Capital Management LLC* (2014) 224 Cal.App.4th 676, 687.) “For example, a petitioner seeking an order to compel arbitration must show that the subject matter of the agreement involves interstate commerce.” (*Id.* at pp. 687-688.)

Defendant argues that the FAA applies because the agreement is in writing and because automotive sale contracts necessarily involve interstate commerce, even when used intrastate. (Moving Papers at 8:1-9.) Defendant cites *United States v. Oliver* (9th Cir. 1995) 60 F.3d 547 in support of its position, pin citing page 550. A review of *Oliver* reveals that the case involved the appeal of a criminal conviction and sentence.

Defendant also cites *Sanchez v. Valencia Holding Co.* (2015) 61 Cal.4th 899, pin citing page 906 in that opinion in support of its argument in support of its contention that the court applied the FAA “to similar automotive sales contract.” Defendant also pin cites pages 913-924, asserting that “the Court upheld the entirety of a substantially similar arbitration provision against a wide array of unconscionability challenges.” (Moving Papers at 8:24-25.) The court did analyze whether certain provisions of the agreement were substantively unconscionable. (*Sanchez, supra*, at pp. 915-922.) Another issue addressed was whether a class action waiver under the Consumer Legal Remedies Act was enforceable after the United State Supreme Court’s decision in *AT & T Mobility LLC v. Concepcion* (2011) 563 U.S. 333. (*Sanchez, supra*, at pp. 923-924.) But the case does not support the proposition for which it was initially cited by Defendant.

Additionally, the automobile sales contract at issue in *Sanchez*, unlike the agreement here, expressly stated that any arbitration under the contract would be governed by the FAA. (*Sanchez, supra*, 61 Cal. 4th at p. 908.) This further undercuts Defendant’s argument that the nature of the transaction itself brings the instant transaction within the purview of the FAA.

Thus, neither *Oliver* nor *Sanchez* addresses, analyzes, or supports Defendant’s argument that automotive sales contracts necessarily involve interstate commerce, and neither case contains the language quoted by Defendant in its brief (“cars are themselves instrumentalities of interstate commerce”).

Tesla also offers the declaration of Raymond Kim in support of its motion. Kim is the Manager of Business Resolution of Defendant. (Kim Decl., ¶ 2.) But his declaration contains no information regarding multistate operations, employees crossing state lines, or materials being sourced from outside California. Thus, his declaration is not helpful in resolving this threshold issue. (*Lane, supra*, 224 Cal.App.4th at p. 688.)

Finally, as mentioned above, the arbitration agreement within the Motor Vehicle Order Agreement contains no reference to the FAA. (Kim Decl., Exh. 1 [p. 3 of 6].) The Motor Vehicle Order Agreement itself, however, arguably implies that Defendant engages in interstate commerce by shipping cars to other states. For example, at page 2 of 6, the Motor Vehicle Order Agreement states, under the section titled “Delivery; Transfer of Title,” as follows:

If you are picking up your Vehicle in a state where we are licensed to sell the Vehicle, we will notify you of when we expect your Vehicle to be ready for delivery at your local Tesla Deliver Center, or another location as we may agree to. . . . [¶] “If you wish to pick up your Vehicle in a state where we are not licensed to sell the Vehicle, or if you and Tesla otherwise agree, Tesla will, on your behalf and at your cost, coordinate the shipment of your Vehicle to you, generally from our factory in California or another state where we are licensed to sell the Vehicle. If such a case, you agree that this is a shipment contract under which Tesla will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport.

(Kim Decl., Exh. 1 [p. 2].)

Additionally, there are “State Specific Provisions” on pages 5-6 of the agreement that apply to residents of New York, Massachusetts, Michigan, Washington, D.C., Rhode Island, and Virginia. (Kim Decl., Exh. 1 [pp. 5-6].)

On the other hand, the Motor Vehicle Order Agreement also contains a provision titled “Governing Law; Integration; Assignment, which states, in part, as follows:

Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell motor vehicles that is nearest to your address indicated on your Vehicle Configuration.

(Kim Decl., Exh. 1 [p. 4].)

Plaintiff’s address and his “Vehicle Configuration” are not provided in connection with this motion. This provision arguably incorporates California’s rules of arbitration into the Motor Vehicle Order Agreement in cases where the car buyer lives in California. (*Cronus Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 387.) Given that Plaintiff alleges that at all relevant times he lived in California (Complaint, ¶ 1), Plaintiff has an argument that California

law, including the California Arbitration Act, applies to this matter, though by failing to submit an opposition, he had not made it.

On the evidence before the Court, the Court finds that the FAA does not apply. Defendant had the burden of establishing that it applies but has not carried that burden.

Delegation

“It is well-settled under both state and federal law ‘that absent the parties’ commitment of the arbitrability decision to an arbitrator, disagreements over whether a particular dispute is within the scope of an arbitration provision are ordinarily the responsibility of a court.’ ” (*Mendoza v. Trans Valley Transport* (2022) 75 Cal.App.5th 748, 765 [quoting *Sandquist v. Lebo Automotive, Inc.* (2016) 1 Cal.5th 233, 249].) “There is a strong presumption that courts should determine the jurisdiction of arbitrators.” (*Mendoza, supra*, at p. 765 [internal quotation marks omitted].)

Here, the arbitration agreement expressly states as follows:

You further agree that any disputes related to the arbitrability of your claims will be decided by the court rather than an arbitrator, notwithstanding AAA rules to the contrary.

(Kim Decl., Exh. 1 [p. 3].)

Based on the presumption, confirmed by the language of the arbitration agreement, the Court finds that it may decide arbitrability here.

Existence of Arbitration Agreement

“A written agreement to submit to arbitration an existing controversy or 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 that a party to the agreement refuses to arbitrate that controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists, unless it determines that: (a) The right to compel arbitration has been waived by the petitioner; or (b) Grounds exist for rescission of the agreement.” (Code Civ. Proc., § 1281.2.)

“The party seeking to compel arbitration bears the burden of proving by a preponderance of the evidence an agreement to arbitrate exists.” (*Nixon v. AmeriHome Mortgage Co., LLC* (2021) 67 Cal.App.5th 934, 946; see also *Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 164 [“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.”].)

“The party seeking arbitration can meet its initial burden by attaching to the petition a copy of the arbitration agreement purporting to bear the respondent's signature.” (*Bannister v. Marinidence Opco, LLC* (2021) 64 Cal.App.5th 541, 543–544; see also Cal. Rules of Court, rule

3.1330.) “Alternatively, the moving party can meet its burden by setting forth the agreement's provisions in the motion.” (*Gamboa, supra*, 72 Cal.App.5th at p. 165.) “For purposes of a petition to compel arbitration, it is not necessary to follow the normal procedures of document authentication.” (*Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 218; see also *People v. Skiles* (2011) 51 Cal.4th 1178, 1187 [“The means of authenticating a writing are not limited to those specified in the Evidence Code.” (citing Evid. Code, § 1410)].] and *ibid.* [“For example, a writing can be authenticated by circumstantial evidence and by its contents.”].)

Here, Defendant has provided the Motor Vehicle Order Agreement identifying the customer as Plaintiff. The agreement states: “Order placed with electronically accepted terms.” The “Agreement to Arbitrate” appears on page 3 of 6 of the agreement. (Kim Decl., ¶ 3, Exh. 1.) The arbitration agreement is also set forth in the moving papers. (Moving Papers at 4-5.) Defendant has met its initial burden. (*Gamboa, supra*, 72 Cal.App.5th at p. 165.)

“If the moving party meets its initial prima facie burden and the opposing party disputes the agreement, then in the second step, the opposing party bears the burden of producing evidence to challenge the authenticity of the agreement.” (*Gamboa, supra*, 72 Cal.App.5th at p. 165.) “The opposing party can do this in several ways. For example, the opposing party may testify under oath or declare under penalty of perjury that the party never saw or does not remember seeing the agreement, or that the party never signed or does not remember signing the agreement.” (*Ibid.*)

“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. The burden of proving the agreement by a preponderance of the evidence remains with the moving party.” (*Id.* at pp. 165-166.)

Having no argument or evidence from Plaintiff, and based on the available evidence, the Court finds that an agreement to arbitrate exists.

Consent to Arbitrate

“Arbitration agreements are construed to give effect to the intention of the parties.” (*Sandoval-Ryan v. Oleander Holdings LLC* (2020) 58 Cal.App.5th 217, 222.) “If contractual language is clear and explicit, it governs.” (*Bank of the West v. Superior Court* (1992) 2 Cal.4th 1254, 1264.)

“A party's acceptance of an agreement to arbitrate may be express, as where a party signs the agreement. A signed agreement is not necessary, however, and a party's acceptance may be implied in fact (e.g., *Craig*, at p. 420, 100 Cal.Rptr.2d 818 [employee's continued employment constitutes acceptance of an arbitration agreement proposed by the employer]) or be effectuated by delegated consent (e.g., *Ruiz v. Podolsky* (2010) 50 Cal.4th 838, 852-854, 114 Cal.Rptr.3d 263, 237 P.3d 584 (*Ruiz*)). An arbitration clause within a contract may be binding on a party even if the party never actually read the clause.” (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 236.)

Defendant offers evidence that the Motor Vehicle Order Agreement, which contains the arbitration agreement, was executed in electronic form. (Kim Decl., ¶¶ 2-5 and Exh. 1.) “A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.” (Civ. Code, § 1633.7, subd. (a).) “A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.” (*Id.*, subd. (b).)

“On the internet, ‘a manifestation of assent may be inferred from the consumer’s actions on the website—including, for example, checking boxes and clicking buttons.’ ” (*Weeks v. Interactive Life Forms, LLC* (2024) 100 Cal.App.5th 1077, 1084 [quoting *Sellers v. JustAnswer LLC* (2021) 73 Cal.App.5th 444, 461].) “Courts have generally enforced agreements to arbitrate formed via ‘clickwrap,’ where an internet user accepts a website’s terms of use by clicking an ‘I agree’ or ‘I accept’ button, with a link to the agreement readily available.” (*Weeks, supra*, at pp. 1084-1085 [some internal quotation marks omitted].) “Clickwrap agreements have been held to manifest assent, even on consumers who did not read them, because ‘the website [has] put[] the consumer on constructive notice of the contractual terms.’ ” (*Id.* at p. 1085.)

The proffered declaration shows that Manager of Business Resolution lacks personal knowledge concerning Plaintiff’s actual execution of the Motor Vehicle Order Agreement. Although he asserts that “Plaintiff electronically accepted the terms and conditions” (Kim Decl., ¶ 3), he does not state that he was present to witness the act. The basis for his assertion is his review of the transaction file and the existence of the produced agreement. (*Id.*, ¶¶ 2-3, 5.) No screenshots are produced to show what Plaintiff allegedly saw before he clicked “Place Order,” and the Manager’s description of the process employs hypothetical language. (*Id.*, ¶ 4.)

Here, Plaintiff’s acceptance of the agreement may be implied in fact. Plaintiff ordered the car and took delivery of it, and his claims arise out of problems with the car.

For these reasons and based on the evidence before the Court and the lack of argument from Plaintiff, the Court finds that Plaintiff impliedly consented to arbitrate all claims covered by the arbitration agreement.

Scope of the Agreement

“The scope of arbitration is a matter of agreement between the parties[.]” (*Mendoza v. Trans Valley Transport* (2022) 75 Cal.App.5th 748, 763.) “The party opposing arbitration has the burden to show the arbitration provision cannot be interpreted to cover the claims in the complaint.” (*Id.* at p. 764.)

The agreement of the “Agreement to Arbitrate” is broad in terms of its scope:

- “Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates, (together “Tesla”).
- “[Y]ou agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administrated [sic] by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.”

- “If a court or arbitrator decides that any part of this agreement cannot be enforced as to a particular claims for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.”

(Kim Decl., Exh. 1 [p. 3].)

The agreement is broad enough to cover the claims at issue. Plaintiff has the burden to show that the provision does not cover the claims alleged. (*Mendoza, supra*, at p. 764.) He has not done so.

Based on the language of the “Agreement to Arbitrate,” the Court finds that the claims alleged in the Complaint are within the scope of the agreement.

Waiver

“[I]n determining whether a party to an arbitration agreement has lost the right to arbitrate by litigating the dispute, a court should treat the arbitration agreement as it would any other contract, without applying any special rules based on a policy favoring arbitration.” (*Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562, 583.) “To establish waiver under generally applicable contract law, the party opposing enforcement of a contractual agreement must prove by clear and convincing evidence that the waiving party knew of the contractual right and intentionally relinquished or abandoned it.” (*Id.* at p. 584.) “Under the clear and convincing evidence standard, the proponent of a fact must show that it is ‘highly probable’ the fact is true.” (*Ibid.*)

In this case, the Complaint was filed on November 26, 2025. Defendant filed an Answer on January 8, 2026. In its Answer, it alleged that this dispute is subject to a binding arbitration agreement and reserved the right to arbitrate this action. (Answer at 10 [Forty-Fifth Affirmative Defense].) Defense counsel attempted to obtain a stipulation to arbitrate this matter via emails sent on January 15th and 23rd, to no avail. (Olives Decl., ¶ 3.)

It is unknown whether any discovery has been conducted by the parties since the filing of suit. Defendant moved to compel arbitration on February 26, 2026. Plaintiff has presented no argument or authorities arguing that Defendant has lost the right to arbitrate by litigating up to this point. Accordingly, the Court should find that Defendant has not waived its right to arbitrate.

Unconscionability

“Once an agreement to arbitrate has been proved, the burden shifts to the party opposing arbitration to establish a defense to the enforcement of the agreement, including the burden of demonstrating that the exemption [from arbitration] applies.” (*Nixon v. AmeriHome Mortgage Co., LLC, supra*, 67 Cal.App.5th at p. 946 [internal quotation marks and citation omitted].)

“Unconscionability in a contract is one reason a court may decline enforcement.” (*Lange v. Monster Energy Co.* (2020) 46 Cal.App.5th 436, 445.) “If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to

avoid any unconscionable result.” (Civ. Code, § 1670.5, subd. (a); see also *Ramirez v. Charter Communications, Inc.* (2024) 16 Cal.5th 478, 505 “[A]n unconscionability assessment focuses on circumstances known at the time the agreement was made.”].)

“The general principles of unconscionability are well established. 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, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 125.)

“Unconscionability consists of both procedural and substantive elements. The procedural element addresses the circumstances of contract negotiation and formation, focusing on oppression or surprise due to unequal bargaining power.” (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 246.) “Both procedural unconscionability and substantive unconscionability must be shown, but they need not be present in the same degree and are evaluated on a sliding scale.” (*Id.* at p. 247 [quoting in part *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th at p. 83, 114 (internal quotation marks omitted)].) “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.” (*Armendariz, supra*, at p. 114.)

“The party resisting arbitration bears the burden of proving unconscionability.” (*Pinnacle Museum Tower, supra*, at p. 247.)

1. Procedural Unconscionability

“Unconscionability analysis begins with an inquiry into whether the contract is one of adhesion.” (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 113.) “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.’” (*OTO, L.L.C. v. Kho, supra*, 8 Cal.5th at p. 126 [quoting *Baltazar v. Forever 21, Inc.* (2016) 62 Cal.4th 1237, 1245].)

Here, the agreement to arbitrate was presented electronically. Given that unconscionability is evaluated on the circumstances at the time the agreement was made, the Court finds the agreement was a contract of adhesion. But even so, this indicates only a low degree of procedural unconscionability. (*Ramirez, supra*, 16 Cal.5th at p. 494.) Moreover, in this case it is tempered by the opportunity to opt out within 30 days. (Kim Decl., ¶ 7 and Exh. 1 [p.3].)

“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.” (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 247.) “The circumstances relevant to establishing oppression include, but are not limited to (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.” (*Grand Prospect Partners, L.P. v. Ross Dress for Less, Inc.* (2015) 232 Cal.App.4th 1332, 1348, *as modified on denial of reh'g* (Feb. 9, 2015).)

Here, Plaintiff has presented no evidence that would enable the Court to evaluate these factors. Defendant has presented a paper or PDF copy of the agreement, which indicates that the “Agreement to Arbitrate” had its own section within the Motor Vehicle Order Agreement. The title was in bold type, and the entire section had a lined box around it, which calls attention to it. The text is written in easy to understand English. There are hotlinks to documents incorporated into the agreement. The opt-out provision is clear. (Kim Decl., Exh. 1 [p. 3].) On the evidence before the Court, the Court find no oppression.

Weighing the factors, the Court finds a low level of procedural unconscionability.

2. Substantive Unconscionability

“A court should consider substantive unconscionability only after procedural unconscionability has been established. A ‘conclusion that a contract contains no element of procedural unconscionability is tantamount to saying that, no matter how one-sided the contract terms, a court will not disturb the contract because of its confidence that the contract was negotiated or chosen freely, that the party subject to a seemingly one-sided term is presumed to have obtained some advantage from conceding the term or that, if one party negotiated poorly, it is not the court's place to rectify these kinds of errors or asymmetries.’” (*Ramirez v. Charter Communications, Inc.* (2024) 16 Cal.5th 478, 494 [quoting *Gentry v. Superior Court* (2007) 42 Cal.4th 443, 470].)

“Substantive unconscionability pertains to the fairness of an agreement's actual terms and to assessments of whether they are overly harsh or one-sided.” (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC, supra*, 55 Cal.4th at p. 246.) “A contract term is not substantively unconscionable when it merely gives one side a greater benefit; rather, the term must be so one-sided as to shock the conscience.” (*Ibid.* [internal quotation marks and citation omitted].)

Here, the agreement indicates that Plaintiff would be responsible for the filing fee but that Defendant “will pay all subsequent AAA fees for the arbitration, except you are responsible for your own attorney, expert, and other witness fees and costs unless otherwise provided by law.” Moreover, the filing fee is reimbursed if Plaintiff prevails. (Kim Decl., Exh. 1 [p. e].)

The agreement contains a link to the AAA website and informs Plaintiff that the rules of arbitration can be found there. The Court has visited the website, which indicates the filing fee is \$225, which is less than the first paper fee to file a lawsuit.

The Court has also reviewed the AAA rules regarding discovery. Rule R-20 provides that the arbitrator “shall manage any necessary exchange of information among the parties, including depositions, interrogatories, document production, or by other means[.]” Further, the Court notes that Song-Beverly contains an express anti-waiver provision. (Civ. Code, § 1790.1 [“Any waiver by the buyer of consumer goods of the provisions of this chapter, except as expressly provided in

this chapter, shall be deemed contrary to public policy and shall be unenforceable and void.”].) Thus, the Court finds that Plaintiff retains all rights and remedies set forth in Song-Beverly. This includes the right to seek civil penalties, attorney fees, and costs if Plaintiff is found to be a “prevailing buyer.” (Civ. Code, § 1794, subds. (c)-(d).) It is uncertain, however, whether the provisions of Code of Civil Procedure sections 871.20 – 871.30 can be waived in light of the connection with Civil Code sections 1793.2, 1793.22, and 1794, including the initial disclosures of section 871.26. But those are housed in a different Code and Civil Code section 1790.1 by its own terms refers to “this chapter.” The Court encourages the parties to meet and confer on the matter and raise the issue with the arbitrator.

In sum, Plaintiff has presented no argument and offered no evidence in support of any claim that the agreement is unconscionable, and the Court’s own analysis shows that it is not procedurally or substantively unconscionable.

Conclusion

For the reasons stated herein, the Court grants the motion, orders the parties to arbitrate this matter, and stays the action until arbitration has occurred. (Code Civ. Proc., § 1281.4.) The Court sets a status conference re: arbitration for April 13, 2027, at 8:20 a.m.

The parties are ordered to file a joint statement 10 court days in advance of the arbitration status conference.

Counsel for Defendant is ordered to give notice of the Court’s ruling.