

CALIFORNIA COURT OF APPEAL, THIRD APPELLATE DISTRICT

Ford v. The Silver F, Inc.

Ford · No. C099113 · Decided April 8, 2025

SUMMARY

The California Court of Appeal, Third Appellate District, considers whether an arbitration agreement excluding “representative claims under PAGA” also excludes the plaintiff’s individual PAGA claims. The court holds that, in light of the agreement’s language and California law existing when the agreement was executed in 2018, the exclusion applies to all PAGA claims. The court affirms the order denying the employer’s motion to compel arbitration.

CASE DETAILS

COURT	California Court of Appeal, Third Appellate District
WRITING FOR THE COURT	Krause, J.; Hull, Acting P. J.; Renner, J.
JURISDICTION	California Court of Appeal, Third Appellate District
DECIDED	April 8, 2025
DOCKET	C099113
DISPOSITION	affirmed
PROCEDURAL POSTURE	Parkwest appealed an order of the Sacramento County Superior Court denying its motion to compel arbitration of Ford's individual PAGA claims and dismiss his nonindividual PAGA claims.
STANDARD OF REVIEW	De novo review applies to the trial court's decision concerning arbitrability where the arbitration provision's language is undisputed and no extrinsic evidence was introduced. The court applies general California contract-interpretation principles.
PRECEDENTIAL VALUE	Published California Court of Appeal opinion; certified for publication.
PARTIES	The Silver F, Inc., doing business as Parkwest Casino Lotus v. Billy Ford

TOPICS

- employment arbitration
- statutory interpretation
- contract interpretation
- appellate procedure
- labor law

PRACTICE AREAS

employment law

employment arbitration

contracts

appellate procedure

statutory interpretation

QUESTIONS PRESENTED

1. Whether the arbitration agreement's exclusion of "representative claims under [PAGA]" excluded all of Ford's PAGA claims or only nonindividual PAGA claims based on violations suffered by other employees.
2. Whether the FAA's policy favoring arbitration required the court to construe the agreement in favor of arbitrating Ford's individual PAGA claims.
3. Whether the trial court properly denied Parkwest's motion to compel arbitration.

HOLDINGS

1. The phrase "representative claims under [PAGA]" was intended to exclude all PAGA claims brought by Ford as the state's representative, including claims based on Labor Code violations personally suffered by Ford.
2. The FAA's policy favoring arbitration does not permit a court to compel arbitration of a dispute that the parties did not agree to arbitrate.
3. Because the arbitration agreement excluded Ford's PAGA claims from its scope, Parkwest was not entitled to compel arbitration of Ford's individual PAGA claims, and the order denying the motion was properly affirmed.

KEY QUOTATIONS

"At the same time, arbitration is a matter of consent, not coercion" (11)

"Thus, we conclude the parties' intended the exclusionary clause to exclude any PAGA claim brought by Ford acting as a representative of the state, and not only PAGA claims premised on code violations suffered by other employees." (16)

"The order denying Parkwest's motion to compel arbitration is affirmed." (17)

FACTUAL BACKGROUND

Ford worked as a full-time security guard for Parkwest from September 2018 through December 2021 and signed an employment arbitration agreement when hired. The agreement generally required employment-related disputes to be resolved through mediation, arbitration, or judicial reference, but expressly excluded, among other matters, "representative claims under [PAGA]." It also contained a class, collective, and representative-action waiver and a severability clause. Ford later filed a single PAGA claim alleging that Parkwest required employees to undergo mandatory off-the-clock health screenings and consequently failed to pay all wages due and issued inaccurate wage statements.

PROCEDURAL HISTORY

Ford sued Parkwest under PAGA for alleged Labor Code violations involving mandatory off-the-clock health screenings, inaccurate wage statements, and unpaid wages. Parkwest moved to compel arbitration of Ford's individual PAGA claims and dismiss the claims based on violations suffered by other employees. The trial court denied the motion, concluding that the arbitration agreement excluded representative PAGA claims. The Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- Epic Systems Corp. v. Lewis, 584 U.S. 497 (2018)
- Volt Information Sciences, Inc. v. Board of Trustees, 489 U.S. 468 (1989)
- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333 (2011)
- Iskanian v. CLS Transportation Los Angeles, LLC, 59 Cal.4th 348 (2014)
- Viking River Cruises, Inc. v. Moriana, 596 U.S. 639 (2022)
- Adolph v. Uber Technologies, Inc., 14 Cal.5th 1104 (2023)
- Kim v. Reins International California, Inc., 9 Cal.5th 73 (2020)
- Moniz v. Adecco USA, Inc., 72 Cal.App.5th 56 (2021)
- Williams v. Superior Court, 237 Cal.App.4th 642 (2015)
- Nickson v. Shemran, Inc., 90 Cal.App.5th 121 (2023)
- Mondragon v. Sunrun Inc., 101 Cal.App.5th 592 (2024)
- People v. Hernandez, 10 Cal.App.5th 192 (2017)
- California Association of Highway Patrolmen v. Department of Personnel Administration, 185 Cal.App.3d 352 (1986)
- Department of Alcoholic Beverage Control v. Alcoholic Beverage Control Appeals Board, 29 Cal.App.5th 410 (2018)
- Gregg v. Uber Technologies, Inc., 89 Cal.App.5th 786 (2023)
- Duran v. EmployBridge Holding Co., 92 Cal.App.5th 59 (2023)
- Dameron Hospital Association v. AAA Northern California, Nevada & Utah Insurance Exchange, 229 Cal.App.4th 549 (2014)
- AT&T Technologies v. Communications Workers of America, 475 U.S. 643 (1986)
- EEOC v. Waffle House, Inc., 534 U.S. 279 (2002)
- Morgan v. Sundance, Inc., 596 U.S. 411 (2022)