

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Ugalde v. Syngenta Flowers, LLC

Ugalde · No. 24-cv-07568-EKL · Decided July 1, 2025

SUMMARY

The United States District Court for the Northern District of California granted defendants’ motion to compel arbitration in a disability discrimination and wrongful termination action. The court found that the plaintiff’s electronic signature on a voluntary arbitration agreement was authenticated, that the agreement was not procedurally unconscionable, and that defendants had not waived arbitration. The court also stayed the proceedings pending resolution of the arbitration.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Eumi K. Lee
JURISDICTION	United States District Court for the Northern District of California
DECIDED	July 1, 2025
DOCKET	24-cv-07568-EKL
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to compel arbitration under the Federal Arbitration Act and to stay the federal action. Plaintiff opposed, arguing that she did not sign the arbitration agreement, that the agreement was unconscionable, and that defendants waived arbitration.
STANDARD OF REVIEW	The party seeking arbitration bears the burden of proving the existence of a valid arbitration agreement by a preponderance of the evidence. The court determines arbitrability by applying state-law principles of contract formation and weighs affidavits, declarations, documentary evidence, and any testimony it receives.
PRECEDENTIAL VALUE	unpublished

TOPICS

- employment arbitration
- ada / disability
- wrongful termination
- unconscionability
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether defendants authenticated Plaintiff's electronic signature sufficiently to establish the existence of an arbitration agreement.
2. Whether the arbitration agreement was procedurally unconscionable and therefore unenforceable.
3. Whether defendants waived their contractual right to arbitrate.
4. Whether Plaintiff's claims were within the scope of the arbitration agreement.
5. Whether the action should be stayed pending arbitration under 9 U.S.C. § 3.

HOLDINGS

1. Defendants established by a preponderance of the evidence that Plaintiff's electronic signature was authentic and was the act of Plaintiff.
2. The arbitration agreement was not procedurally unconscionable because it was expressly voluntary and did not condition employment on signature.
3. Defendants did not waive their right to arbitrate.
4. Plaintiff's claims were referable to arbitration because the agreement covered claims arising from or relating to her employment or termination by ASINC.
5. The court was required to stay proceedings on claims and issues referable to arbitration pending resolution of the arbitration.

KEY QUOTATIONS

"The Court finds that Defendants have met their burden, i.e., that Plaintiff's electronic signature on the Agreement was "the act" of Plaintiff."

"Accordingly, because the Agreement explained up-front and in plain terms that signing the Agreement was not a mandatory condition of continued employment, the Court finds that the Agreement is not a contract of adhesion."

"Because the Agreement is enforceable, the Court GRANTS Defendants' motion to compel arbitration."

"As such, the Court finds that Plaintiff's claims are "referable to arbitration" and hereby STAYS this case pending resolution of the arbitration."

FACTUAL BACKGROUND

ASINC. placed Plaintiff in a full-time research lab technician position with Syngenta Flowers in approximately April 2022. After Plaintiff underwent a medical procedure on April 23, 2024, complications required hospitalization and an extension of her medical leave. Plaintiff alleges that ASINC. informed her that Syngenta requested her immediate replacement and terminated her the same day. ASINC. produced an electronically signed arbitration agreement dated January 8, 2024, while Plaintiff denied seeing or signing it.

PROCEDURAL HISTORY

Plaintiff filed a disability-discrimination and wrongful-termination action in Santa Clara County Superior Court on October 9, 2024. Defendant ASINC. removed the action to the Northern District of California based on diversity jurisdiction and moved to compel arbitration and stay the proceedings. Syngenta Flowers, LLC later joined the motion, which the court granted, and the court stayed the case pending arbitration.

DISPOSITION

other

CASES CITED

- Godun v. JustAnswer LLC, 135 F.4th 699, 708 (9th Cir. 2025)
- Brennan v. Opus Bank, 796 F.3d 1125, 1130 (9th Cir. 2015)
- Ruiz v. Moss Bros. Auto Grp., 232 Cal. App. 4th 836, 842-46 (2014)
- Cohen v. TNP 2008 Participating Notes Program, LLC, 31 Cal. App. 5th 840, 856 (2019)
- Espejo v. S. Cal. Permanente Med. Grp., 246 Cal. App. 4th 1047, 1062 (2016)
- Fabian v. Renovate Am., Inc., 42 Cal. App. 5th 1062, 1068 (2019)
- Mohamed v. Uber Techs., Inc., 848 F.3d 1201, 1210-11 (9th Cir. 2017)
- Armendariz v. Found. Health Psychcare Servs., Inc., 24 Cal. 4th 83, 114 (2000)
- Pinnacle Museum Tower Ass'n v. Pinnacle Mkt. Dev. (US), LLC, 55 Cal. 4th 223, 236, 246-47 (2012)
- Poulblon v. C.H. Robinson Co., 846 F.3d 1251, 1260 (9th Cir. 2017)
- Grand Prospect Partners, L.P. v. Ross Dress for Less, Inc., 232 Cal. App. 4th 1332, 1347-48 (2015)
- Cir. City Stores, Inc. v. Ahmed, 283 F.3d 1198, 1199-1200 (9th Cir. 2002)
- O.T.O., L.L.C. v. Kho, 8 Cal. 5th 111, 125 (2019)
- Quach v. Cal. Com. Club, Inc., 16 Cal. 5th 562, 584-85 (2024)
- Blair v. Rent-A-Ctr., Inc., 928 F.3d 819, 832 (9th Cir. 2019)