

CALIFORNIA COURT OF APPEAL, FOURTH APPELLATE DISTRICT,
DIVISION ONE

Cluck v. GEO Secure Services, LLC, et al.

Cluck · No. D087341 · Decided August 3, 2026

SUMMARY

The California Court of Appeal affirmed an order denying GEO Secure Services' motion to compel arbitration of Jeffrey Cluck's wage-and-hour claims. The court held that the arbitration agreement and a contemporaneously signed confidentiality agreement had to be construed together, rendering the dispute-resolution arrangement substantively unconscionable because Cluck's employment-related claims were subject to arbitration while GEO could pursue its likely confidentiality, noncompetition, and nonsolicitation claims in court.

CASE DETAILS

COURT	California Court of Appeal, Fourth Appellate District, Division One
WRITING FOR THE COURT	DATO, J.; McCONNELL, P. J.; KELETY, J.
JURISDICTION	California
DECIDED	August 3, 2026
DOCKET	D087341
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendants appealed from an order denying their motion to compel arbitration of wage-and-hour claims asserted by Cluck in a putative class action.
STANDARD OF REVIEW	De novo review applies where unconscionability of an arbitration agreement does not turn on disputed facts.
PRECEDENTIAL VALUE	Published opinion, certified for partial publication; part E of the Discussion is not certified for publication.
PARTIES	The GEO Group, Inc., GEO Secure Services, LLC v. Jeffrey Cluck

TOPICS

- employment arbitration
- unconscionability
- wage and hour
- contracts
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the Arbitration Agreement and Confidentiality Agreement should be construed together in determining unconscionability.
2. Whether the arbitration arrangement was procedurally unconscionable despite its opt-out provision.
3. Whether the agreements were substantively unconscionable because they required Cluck to arbitrate his likely claims while allowing GEO to litigate its likely confidentiality, noncompete, and nonsolicitation claims in court.
4. Whether the unconscionable provisions should be severed rather than refusing to enforce the arbitration agreement.

HOLDINGS

1. Agreements signed by the same employee on the same day as part of the hiring transaction must be read together when they both address the forum for resolving employment-related disputes, even if one agreement addresses employment duties more specifically than the other.
2. The Arbitration Agreement contained procedural unconscionability because it was an adhesive employment contract imposed on a newly hired employee and its opt-out procedure was sufficiently cumbersome that it did not provide a meaningful choice.
3. The agreements were substantively unconscionable because they required Cluck to arbitrate the employment claims he was most likely to bring while allowing GEO to pursue its most likely confidentiality, noncompete, and nonsolicitation claims in a Florida court without a jury and with enhanced equitable remedies.
4. Severance was not appropriate because the unfairness went to the central purpose of the agreements' dispute-resolution arrangement and enforcing the agreement in whole or in part would not further the interests of justice.

KEY QUOTATIONS

“Upon closely examining these agreements as a whole, we conclude they unfairly mandate arbitration of Cluck’s claims against GEO while GEO is permitted to pursue its most likely claims—a breach of its confidentiality, noncompete, and nonsolicitation policies—in court.” (5)

“In steering all new workers to agree to arbitrate as the default and then take several convoluted steps to opt out, GEO did not offer a simple, genuine, and realistic choice to the vast majority of its employees.” (8)

“In directing the claims Cluck is most likely to bring to arbitration, while permitting GEO to pursue its most likely claims in court, the overall agreement is unfairly one-sided.” (18)

“This unfairness strikes at the heart of the overall agreement between the parties.” (21)

FACTUAL BACKGROUND

GEO hired Jeffrey Cluck in July 2022 and required him to sign an Arbitration Agreement during its onboarding process. The agreement broadly required arbitration of employment-related disputes but allowed Cluck to opt out within 30 days through a signed statement mailed or faxed to GEO's legal department. On the same day, Cluck signed a Confidentiality Agreement requiring disputes involving confidentiality, intellectual property, competition, and nonsolicitation obligations to be litigated in Florida without a jury, and he later filed wage-and-hour claims against GEO.

PROCEDURAL HISTORY

Cluck and Susan Knight filed a putative class action alleging wage-and-hour violations. GEO moved to compel arbitration of Cluck's claims and dismiss him from the action. The San Bernardino County Superior Court denied the motion, finding the arbitration agreement unconscionable, and the Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- *Fuentes v. Empire Nissan, Inc.*, 19 Cal. 5th 93 (2026)
- *Ramirez v. Charter Communications, Inc.*, 16 Cal. 5th 478 (2024)
- *Gentry v. Superior Court*, 42 Cal. 4th 443 (2007)
- *Swain v. LaserAway Medical Group, Inc.*, 57 Cal. App. 5th 59 (2020)
- *Alberto v. Cambrian Homecare*, 91 Cal. App. 5th 482 (2023)
- *Silva v. Cross Country Healthcare, Inc.*, 111 Cal. App. 5th 1311 (2025)
- *Holguin v. Dish Network LLC*, 229 Cal. App. 4th 1310 (2014)
- *R.W.L. Enterprises v. Oldcastle, Inc.*, 17 Cal. App. 5th 1019 (2017)
- *Subaru of America, Inc. v. Putnam Automotive, Inc.*, 60 Cal. App. 5th 829 (2021)
- *Santana v. Studebaker Health Care Center, LLC*, 120 Cal. App. 5th 1 (2026)
- *Magno v. The College Network, Inc.*, 1 Cal. App. 5th 277 (2016)
- *Stoker v. Blue Origin, LLC*, 120 Cal. App. 5th 91 (2026)
- *Denham v. Superior Court*, 2 Cal. 3d 557 (1970)