

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANA GONSALES,
Plaintiff,
v.
ACOSTA, INC.,
Defendant.

Case No. [17-cv-05767-VC](#)

**ORDER GRANTING MOTION TO
COMPEL ARBITRATION**

Re: Dkt. No. 16

1. Acosta's motion to compel arbitration is granted as to Ana Gonsales's individual claims. Gonsales has not shown that the arbitration agreement is procedurally unconscionable under existing law. *Bradley v. Harris Research, Inc.*, 275 F.3d 884, 892 (9th Cir. 2001); *Ulbrich v. Overstock.com, Inc.*, 887 F. Supp. 2d 924, 932-33 (N.D. Cal. 2012); *Koffler Elec. Mechanical Apparatus Repair, Inc. v. Wartsila N.A., Inc.*, No. C-11-0052 EMC, 2011 WL 1086035, at *5 (N.D. Cal. Mar. 24, 2011). Nor has Gonsales made a sufficient showing that the agreement is substantively unconscionable. Gonsales has not adequately identified the specific discovery she would be prevented from conducting during arbitration that she would otherwise be able to conduct. *Baxter v. Genworth N. Am. Corp.*, 16 Cal. App. 5th 713, 727-30 (2017). Moreover, the arbitration agreement says that Acosta must pay any costs unique to arbitration insofar as it is legally required. Arbitration Policy (Smith Decl. Ex. B, Dkt. 16-2 at 12); *Armendariz v. Foundation Health Psychcare Services, Inc.*, 24 Cal. 4th 83, 110-11 (2000). Therefore, the motion to compel arbitration is granted as to the individual claims. Additionally, Acosta's request for judicial notice is granted. Fed. R. Evid. 201.

2. Because Gonsales is bringing her California Private Attorneys General Act claim in a

representative capacity, it will not be stayed. If Gonsales wishes to file an amended complaint that reflects this ruling, she may do so within 14 days of this order.

IT IS SO ORDERED.

Dated: May 11, 2018



VINCE CHHABRIA
United States District Judge