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11 *Attorneys for Plaintiff Trelles*

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR SAN FRANCISCO COUNTY**

15 BORIS JAMES DAVISON, individually,
and on behalf of all others similarly
16 situated,

17 Plaintiffs,
18 v.

19 ACADEMY OF ART UNIVERSITY
FOUNDATION, and DOES 1 through 10,
20 inclusive,

21 Defendants.

22 JORGE TRELLES, on behalf of himself
and all others similarly situated,

23 Plaintiffs,

24 vs.

25 STEPHENS INSTITUTE, a California
26 Corporation, dba ACADEMY OF ART
UNIVERSITY, and DOES 1-50, inclusive,

27
28 Defendants.

ENDORSED
FILED
San Francisco County Superior Court

MAY 31 2013

CLERK OF THE COURT
BY: GINA GONZALES
Deputy Clerk

CONSOLIDATED

CASE NO.: CGC-10-497727

CASE NO.: CGC-11-509952

**~~Proposed~~ ORDER DENYING
DEFENDANT'S MOTION TO COMPEL
ARBITRATION AND STAY
PROCEEDINGS**

Complaint filed: April 6, 2011

Date: March 29, 2013

Time: 9:30 a.m.

Department: 302

Judge: Hon. Marla J. Miller

1 On April 26, 2013, Plaintiff Jorge Trelles and Defendant Academy of Art University, by
2 and through their respective counsel, appeared in front of this Court on Defendant's Motion to
3 Compel Arbitration and Stay Proceedings. Upon review of Defendant's Motion and the
4 supporting papers submitted by both parties, and in consideration of the arguments presented by
5 counsel, the Court hereby DENIES Defendant's Motion to Compel Arbitration and Stay
6 Proceedings because the Court finds that Defendant has not met its burden of presenting
7 evidence of an enforceable arbitration agreement.

8 First, the explicit terms of each of the relevant agreements regarding Plaintiff's
9 employment as a Part-Time Instructor (Exhibits A, B, and D to the Declaration of Chris Visslailli
10 In Support of Defendant's Motion to Compel Arbitration and Stay Proceedings) require a
11 signature from both Plaintiff and the President of AAU in order to be effective. Defendant has
12 not shown that any of these agreements were signed by the President of AAU, such that they are
13 not enforceable.

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15 Second, although the Independent Contractor Agreement (Exhibit C to the Visslailli
16 Declaration) was signed by the President of AAU, it does not contain an arbitration clause
17 pertaining to the claims at issue in this case. Its arbitration clause governs only disputes
18 "regarding or arising out of the Agreement or regarding the interpretation, enforcement or
19 alleged violation of the Agreement." Because the Independent Contractor Agreement relates
20 only to Plaintiff's work in developing an online course (and refers to him as "Consultant" in the
21 agreement), the claims asserted in Plaintiff's complaint in this case—which is based on his work
22 *teaching* courses—do not regard or arise out of the Independent Contractor Agreement.

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1 For these reasons, the Court finds that there is no enforceable agreement that can compel
2 the arbitration of Plaintiff's claims at issue in this litigation. Defendant's motion to compel
3 arbitration and to stay proceedings, therefore, is hereby DENIED.

4 **IT IS SO ORDERED.**

5 **MAY 31 2013**

6 Dated: _____, 2013

MARLA J. MILLER

7 _____
8 Honorable Marla J. Miller
9 Judge of the Superior Court,
10 San Francisco County

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