PUBLIC REQUEST TO ADDRESS
THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, CALIFORNIA

Correspondence Received

			The following individuals submitted comments on agenda item:	
Agenda #	**Relate To**	**Position**	**Name**	**Comments**
16.		**Favor**	Cameron J Fuentes	Public safety should be at the top of the list of priorities for our ELECTED officials. Every tax payer in LA County depends on it.
			Tia Delaney-Stewart	
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		Oppose	sandra parra	The Board of Supervisors should deny the motion because the motion to force employees into arbitration is one-sided, unless the employee has a choice and job applicant can freely enter or not enter into a one-sided agreement as a condition of employment, if not the motion should be struck down and consider unconstitutional, as determined by the lower court and appeal courts in the ongoing case—Cook v. USC. Ct. No. 22STCV21534 As a member of the advocacy community who learns of county and private employment situations, the case of Cook v USC is why the Appellate court supported the lower court decision not to force an employee, Cook, into the USC arbitration agreement. My questions: Did the County Counsel look into Cited Cases and the current decisions of the Superior Court and the Appellate Court in California? The county staff's explanation supporting the motion is one-sided, allowing the employer/county to violate employees' rights and hide facts and evidence in closed doors. Summary - extracted facts from credible legal platforms. In 2024, the California Court of Appeal issued a significant decision in Cook v. University of Southern California Ct. No. 22STCV21534 That serves as an important reminder that, despite the strong public policy favoring arbitration, employment arbitration agreements must still meet basic standards of fairness and mutuality to be enforceable. On May 24, 2024, the California Court of Appeal held that USC's arbitration agreement with its employee, Pamela Cook, was unenforceable. USC requested that the court reconsider its decision, and on June 13, 2024, the Court of Appeal denied the request. The decision in Cook v. USC, 102 Cal.App.5th 312 (2024), reh'g denied (June 13, 2024), has therefore become binding law in California and may warrant employers reviewing their arbitration agreements to ensure they do not contain the provisions that rendered USC's agreement unenforceable. The California Court of Appeal Decision The California Court of Appeal agreed with the lower court's analysis and

rejected each of USC's arguments. The court first addressed USC's argument that its arbitration agreement did not have a near-infinite scope. USC argued that even if the express language of its agreement was broad, it should be read to apply only to disputes arising out of Ms. Cook's employment. The court acknowledged that in some instances, employment contracts can provide a "margin of safety" to employers but rejected USC's argument because USC could have drafted a more limited and precise provision. The court also rejected USC's argument that the arbitration agreement's broad scope was "of no consequence" because Ms. Cook's claims were all limited to her employment because courts judge the fairness of the arbitration agreement "at the time the contract is made."

The Court of Appeal then considered—and rejected—USC's attempts to defend the indefinite nature of its arbitration agreement. USC argued that this provision was not actually indefinite, but instead should be read as terminating "after a 'reasonable time.'" The Court disagreed, because the provision at issue explicitly stated that the arbitration agreement remains in effect "unless and until" Ms. Cook and USC's president terminate the agreement in writing, which amounted to an arbitration agreement with infinite duration.

Lastly, the Court found that the arbitration agreement lacked mutuality since Ms. Cook must arbitrate all of her claims against USC's related entities but those related entities were not required to arbitrate their claims against Ms. Cook. Although third parties may enforce arbitration agreements in certain scenarios, USC did not "attempt to justify this one-sidedness" or why Ms. Cook must give up her ability to bring claims in court against USC's related entities for claims unrelated to her employment at USC. Nor did the court think Ms. Cook could successfully enforce USC's arbitration agreement against USC's related entities, and therefore held that the provision was unconscionable.

Because severing these three provisions would have required the court to rewrite USC's arbitration agreement, the court held that the entire arbitration agreement could not be enforced.

Takeaways: California Employers Should Review Their Arbitration Agreements

In light of this holding, California employers should review their arbitration agreements for provisions that could be read similarly to USC's agreement and should consider:

§ Does the arbitration agreement remain in effect indefinitely? For example, requiring the president of an organization to authorize terminating an arbitration agreement could be interpreted to mean the agreement is effectively infinite in duration.
§ Does the arbitration agreement cast too wide of a net? For example, covering all claims related or not to an employee's employment may be

				deemed to be too broad. § Does the arbitration agreement require an employee to arbitrate claims against third parties, but not require those third parties to arbitrate their claims against the employee? If so, consider whether the agreement should be narrower in scope as to such third parties. It is important to note that the court did not hold these provisions alone rendered USC's arbitration agreement unenforceable. Rather, it was the three provisions together that led to the unfavorable result to the organization. Still, employers should review their arbitration agreements to ensure they avoid the issues raised in Cook v. USC, even though it is unclear if only one of these provisions alone would render an arbitration agreement unenforceable.
		Item Total	**4**	
Grand Total			**4**	

From: ExecutiveOffice
To: Submit
Subject: Fw: Agenda February 10 item 16
Date: Monday, February 9, 2026 9:03:28 AM

Good afternoon, the following correspondence is being forwarded for you review and handling.

Executive Office of the Board of Supervisors
Phone: (213) 974-1411 | Email: ExecutiveOffice@bos.lacounty.gov
Find us on Facebook, Instagram, LinkedIn, Twitter @ Youtube @LACountyBOS

From: Sandra Parra <sandparr5@gmail.com>
Sent: Thursday, February 5, 2026 8:34 AM
To: Barger, Kathryn <Kathryn@bos.lacounty.gov>; Holly J. Mitchell <HollyJMitchell@bos.lacounty.gov>; Third District <ThirdDistrict@bos.lacounty.gov>; Supervisor Janice Hahn (Fourth District) <fourthdistrict@bos.lacounty.gov>; ExecutiveOffice <ExecutiveOffice@bos.lacounty.gov>
Subject: Agenda February 10 item 16

Opposition to item 16 on the Agenda, February 10

The Board of Supervisors should deny the motion because the motion to force employees into arbitration is one-sided, unless the employee has a choice and job applicant can freely enter or not enter into a one-sided agreement as a condition of employment, if not the motion should be struck down and consider unconstitutional, as determined by the lower court and appeal courts in the ongoing case—Cook v. USC. Ct. No. 22STCV21534

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The county staff's explanation supporting the motion is one-sided, allowing the employer/county to violate employees' rights and hide facts and evidence in closed doors.

Summary - extracted facts from credible legal platforms.

In 2024, the California Court of Appeal issued a significant decision in *Cook v. University of Southern California* Ct. No. 22STCV21534 That serves as an important reminder that, despite the strong public policy favoring arbitration, employment arbitration agreements must still meet basic standards of fairness and mutuality to be enforceable.

On May 24, 2024, the California Court of Appeal held that USC's arbitration agreement with its employee, Pamela Cook, was unenforceable. USC requested that the court reconsider its decision, and on June 13, 2024, the Court of Appeal denied the request. The decision in *Cook v. USC*, 102 Cal.App.5th 312 (2024), *reh'g denied* (June 13, 2024), has therefore become binding law in California and may warrant employers reviewing their arbitration agreements to ensure they do not contain the provisions that rendered USC's agreement unenforceable.

The California Court of Appeal Decision

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