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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION THREE

ALBERT HERRERA, Plaintiff and Respondent, v. INTERLANG, LLC, Defendant and Appellant.	B346752 (Los Angeles County Super. Ct. No. 24STCV06318)

APPEAL from an order of the Superior Court of Los Angeles County, Michael Schultz, Judge. Reversed and remanded with directions.

K&L Gates, Ferry E. Lopez and Ricardo E. Diaz for Defendant and Appellant.

Jonathan Lee Borsuk for Plaintiff and Respondent.

Defendant and appellant Interlang, LLC (Interlang) appeals an order denying its motion to compel its former employee, plaintiff and respondent Albert Herrera, to arbitrate his claims. In support of its motion, Interlang submitted a copy of an arbitration agreement from 2017. Herrera argued the agreement was superseded by an employment agreement the parties executed in 2021. The trial court denied Interlang's motion. On appeal, Interlang argues the 2021 agreement did not supersede the 2017 agreement. We agree and reverse.

FACTUAL AND PROCEDURAL BACKGROUND

1. *The complaint*

Interlang hired Herrera in 2017 and terminated him in 2023. In March 2024, Herrera filed a complaint against Interlang and eleven other entities and individuals, asserting 16 causes of action. Herrera alleged he witnessed and complained about "many accounting irregularities and improprieties, and fraudulent billing practices, perpetrated by" Interlang. Herrera alleged Interlang terminated him as a "scapegoat for the operational problems caused by [Interlang] and in retaliation for bringing illegal activities to [Interlang's] attention." Herrera also alleged Interlang presented him with an illegal severance agreement, sought to defraud him by stealing his securities, refused to pay all compensation owed, refused to provide documents and records, and failed to provide an accounting.

2. *Interlang's motion to compel arbitration*

Interlang filed a motion to compel Herrera to arbitrate his claims. Interlang asserted Herrera was compelled to arbitrate under an agreement the parties executed in December 2017 (the 2017 Arbitration Agreement).

Interlang attached to its motion a copy of the 2017 Arbitration Agreement. It states the parties agree to utilize binding arbitration under the Federal Arbitration Act to resolve all disputes that Herrera has against Interlang or its agents, and any Interlang disputes against Herrera "arising from, related to, or having any relationship or connection whatsoever with seeking employment with, employment by, or other association with [Interlang]." The 2017 Arbitration Agreement includes an integration clause, which provides "[t]his is the entire agreement" between the parties "regarding dispute resolution, the length of [Herrera's] employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues to the extent that they differ from the foregoing." The 2017 Arbitration Agreement further states that it is "agreed and understood that any agreement contrary to [it] must be entered into, in writing, by the President" of Interlang, and that no "supervisor or representative of [Interlang], other than the President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing."

Interlang's motion to compel arbitration was joined by defendant MDME Holdings, LLC (MDME). MDME contended that "[b]ecause Plaintiff alleges that all Defendants, including MDME Holdings, were acting as the agent, employee, partner, and representative of one another, and Plaintiff agreed to submit claims against such agents, employees, or partners, arising from his employment to arbitration, his disputes with MDME Holdings also are subject to binding arbitration." MDME additionally joined in all legal arguments made by Interlang.

3. *Herrera's opposition*

Herrera opposed the motion on a number of grounds, including that the 2017 Arbitration Agreement "does not exist." According to Herrera, it was "entirely superseded" by an employment agreement the parties executed in July 2021 (the 2021 Employment Agreement). Herrera asserted the 2021 Employment Agreement does not contain an arbitration clause, nor did the parties enter into a separate arbitration agreement.

Herrera attached to his opposition a copy of the 2021 Employment Agreement. Glenn Scolnik signed for Interlang as "Chairman of the Board." The opening paragraph of the agreement states, "The parties recognize that you have been employed by the Company, and this Agreement is intended to set forth the terms of your employment with the Company effective July 1, 2021." The four-page document goes on to describe Herrera's position and duties, compensation, and benefits.

The 2021 Employment Agreement contains a section entitled, "Agreement Contingencies." That section states: "This offer is made contingent upon you executing the Company's Arbitration Agreement as well as a Proprietary Information and Trade Secrets Agreement. Refusal to enter into either agreement will result in this offer being withdrawn or your employment with the Company terminated."

The paragraph that follows establishes the parties' agreement that Herrera's employment will be at-will. The next, and penultimate, paragraph includes an integration clause, stating: "By entering into this agreement, you are acknowledging and representing that there are no oral, collateral, or other written statements by any employee or representative of

the Company inconsistent or contrary to the above, and that the at-will nature of your employment relationship with the Company is a condition of this offer and your employment with the Company."

Herrera submitted a declaration in support of his opposition. He asserted Interlang presented him with the 2021 Employment Agreement when it was "undergoing several pending private equity investment transactions." Herrera asserted he believed Scolnik was Interlang's president and chairman of its board at the time. Herrera asked to see a copy of the " 'Company's Arbitration Agreement,' " and Scolnik said Interlang "would provide [him that] document[ ] later for [his] consideration." According to Herrera, Interlang never provided him an arbitration agreement to consider.

Herrera additionally argued that the dispute fell outside of the 2017 Arbitration Agreement. He asserted that Interlang could not seek to compel claims involving the other defendants who were nonparties to the agreement. He additionally asserted that, as to some of the remaining defendants, his claims were not "employment-based" but rather "rooted in extrinsic theft," and other specific agreements, and therefore were not included in the scope of the 2017 Arbitration Agreement.

4. *Interlang's reply*

In its reply brief, Interlang argued the 2021 Employment Agreement did not preclude arbitration for three reasons. First, it argued that, to the extent Herrera argued that the 2021 Employment Agreement was a novation, he failed to present clear and convincing evidence that the parties intended the 2021 Employment Agreement to abrogate or extinguish the 2017 Arbitration Agreement.

Second, to the extent Herrera argued that the 2021 Employment Agreement superseded the 2017 Arbitration Agreement, Interlang argued that his argument failed because both agreements are consistent on the issue of arbitration. Interlang noted that both agreements identify arbitration as the appropriate forum to resolve the parties' disputes. According to Interlang, the "intent for the agreements to live contemporaneously is made further clear by the parties' attestations at the bottom of the [2021 Employment Agreement] which provide there are no 'oral, collateral, or other written statements . . . inconsistent or contrary' to the [2021 Employment Agreement's] terms."

Third, Interlang argued the 2021 Employment Agreement cannot supersede the 2017 Arbitration Agreement because it was not signed by Interlang's president. The 2017 Arbitration Agreement requires any agreement contrary to its terms to be in writing and signed by its president. Interlang asserted its president did not sign the 2021 Employment Agreement. Interlang did not cite evidence in support of that assertion or directly deny that Scolnik was its president at the time he signed the 2021 Employment Agreement.

Interlang also countered Herrera's argument that his claims fell outside of the scope of the arbitration agreement. It contended that all of Herrera's claims were employment related, arising from Herrera's alleged employment relationship with Interlang and the other named defendants. Additionally, it argued that defendant MDME specifically was a party to the arbitration agreement as an agent of Interlang—which was Herrera's own characterization of MDME.

5. ***The order and appeal***

The court denied Interlang's motion after a hearing on March 21, 2025. The court concluded that Interlang failed to show the existence of an arbitration agreement covering Herrera's claims. It explained, the "intent of the parties, expressed in the 2021 agreement," was to "set forth terms that were effective beginning in 2021." The 2021 Employment Agreement contemplated Herrera executing a separate arbitration agreement, but "there is no evidence of the subsequent arbitration agreement mentioned in the 2021 agreement." The court noted Interlang appeared to argue the two agreements "should be considered together, i[.]e., that the 2017 agreement should be incorporated into the 2021 agreement." The court rejected that interpretation, noting the 2021 Employment Agreement does not refer, expressly or impliedly, to the 2017 Arbitration Agreement. The court instead determined the parties' intent was to supersede prior agreements, noting the 2021 Employment Agreement states " 'you are acknowledging and representing that there are no oral, collateral, or other written statements by any employee or representative of the Company inconsistent or contrary to the above.' "

Interlang timely appealed.

DISCUSSION

1. ***Legal Background and Standard of Review***

Under both federal and California law, arbitration agreements are "valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." (9 U.S.C. § 2; see Code Civ. Proc., § 1281.) The California Supreme Court has repeatedly emphasized that

arbitration agreements are to be treated like any other contract. (See *Fuentes v. Empire Nissan, Inc.* (2026) 19 Cal.5th 93, 110; *Ramirez v. Charter Communications, Inc.* (2024) 16 Cal.5th 478, 492.) Therefore, the same doctrines that govern contract formation and termination apply with equal force to arbitration agreements. (See *Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 236; *Reigelsperger v. Siller* (2007) 40 Cal.4th 574, 580; *Fleming v. Oliphant Financial, LLC* (2023) 88 Cal.App.5th 13, 21.)

The party seeking to compel arbitration "bears the burden of proving the existence of a valid arbitration agreement by the preponderance of the evidence, and a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense. [Citation.] In these summary proceedings, the trial court sits as a trier of fact, weighing all the affidavits, declarations, and other documentary evidence, as well as oral testimony received at the court's discretion, to reach a final determination." (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.)

" 'There is no uniform standard of review for evaluating an order denying a motion to compel arbitration. [Citation.] If the court's order is based on a decision of fact, then we adopt a substantial evidence standard. [Citations.] Alternatively, if the court's denial rests solely on a decision of law, then a de novo standard of review is employed.' " (*Carlson v. Home Team Pest Defense, Inc.* (2015) 239 Cal.App.4th 619, 630.) While the parties initially disputed whether the 2021 Employment Agreement was executed by Interlang's president —and thus capable of superseding the terms in the 2017 Arbitration Agreement—Interlang has abandoned that argument

on appeal. Because the " 'evidence is not in conflict, we review the trial court's denial of arbitration de novo.' " (*Vaughn v. Tesla, Inc.* (2023) 87 Cal.App.5th 208, 219.)[1]

2. *Analysis*

Interlang presented evidence that the parties entered into the 2017 Arbitration Agreement. This Agreement includes broad language compelling the parties to arbitrate "any claim, dispute, and/or controversy" that Herrera has against Interlang or its agents, and any of Interlang's disputes "arising from, related to, or having any relationship or connection whatsoever" with Herrera's employment with Interlang. As described in his complaint, and as argued by Interlang, Herrera's claims arise out of his employment relationship with Interlang. Therefore, Herrera was compelled to arbitrate them under the plain language of the 2017 Arbitration Agreement, absent his showing that the agreement should not apply to his claims. Herrera failed to meet his burden and did not establish any defense to Interlang's motion to compel arbitration.

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[1] We reject Herrera's argument that the lack of a reporter's transcript of the hearing precludes reversal. "Where no reporter's transcript has been provided and no error is apparent on the face of the existing appellate record, the judgment must be *conclusively presumed correct as to all evidentiary matters*." (*Estate of Fain* (1999) 75 Cal.App.4th 973, 992.) While we presume that the court made every factual finding in Herrera's favor, our review of the trial court's order denying Interlang's motion to compel arbitration turns on the interpretation of the relevant contracts, which we review de novo.

a. *The 2021 Employment Agreement did not supersede the 2017 Arbitration Agreement*

Herrera opposed Interlang's motion on the ground that the 2017 Arbitration Agreement "does not exist" because it was "entirely superseded by" the 2021 Employment Agreement. In support, Herrera pointed to the 2021 Employment Agreement's integration clause, which states: "By entering into this agreement, you are acknowledging and representing that there are no oral, collateral, or other written statements by any employee or representative of the Company inconsistent or contrary to the above." Herrera also noted the 2021 Employment Agreement contemplated the parties entering into a separate arbitration agreement, but they never did so. The crux of Herrera's argument was that there is no existing agreement that would compel him to arbitrate his claims because the 2021 Employment Agreement was intended to reflect the parties' entire agreement with respect to his employment from July 1, 2021 onward; this agreement does not contain an arbitration clause and there is no evidence he entered into a separate arbitration agreement as contemplated by the 2021 Employment Agreement. Interlang argued to the contrary that the 2017 Arbitration Agreement survives as a reflection of the parties' agreements with respect to the resolution of disputes related to Herrera's employment.

"When the parties to a written contract have agreed to it as an 'integration'—a complete and final embodiment of the terms of an agreement—parol evidence cannot be used to add to or vary its terms. . . . [¶] The crucial issue in determining whether there has been an integration is whether the parties intended their writing to serve as the exclusive embodiment of

their agreement. The instrument itself may help to resolve that issue." (*Masterson v. Sine* (1968) 68 Cal.2d 222, 225; see also Code Civ. Proc., § 1856.) "When only part of the agreement is integrated, the same rule applies to that part, but parol evidence may be used to prove elements of the agreement not reduced to writing. [Citations.]" (*Masterson*, at p. 225.) An integration clause's superseding effect is thus confined to the subject matter specified in the later agreement. Herrera relies heavily on the integration language in the 2021 Employment Agreement to assert that the parties intended it to reflect their entire agreement, thus superseding the 2017 Arbitration Agreement. We cannot agree.

The 2021 Employment Agreement sets forth the "terms of [Herrera's] employment with the Company effective July 1, 2021." However, it does not purport to set forth *all* the terms of his employment. Indeed, it expressly contemplates the execution of other agreements related to Herrera's employment, including arbitration and trade secrets agreements. Further, the 2021 Employment Agreement's integration clause is limited to prior agreements that are "inconsistent or contrary to" its terms.[2] The 2021 Employment Agreement does not include any substantive provisions related to dispute resolution, let alone provisions that are inconsistent with those found in the 2017 Arbitration Agreement.

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[2] Herrera argues the integration clause applies to the entire agreement, while Interlang argues it is limited to the at-will provisions. We need not resolve that dispute because, even assuming it applies to the entire agreement, it does not supersede the 2017 Arbitration Agreement.

While the parties may have contemplated executing additional agreements that also related to dispute resolution, they did not do so. As no additional arbitration agreement was executed, we cannot speculate as to what its terms may have been. What is certain is that the record is completely devoid of any agreement related to the resolution of the parties' disputes aside from the 2017 Arbitration Agreement. Nothing in that agreement is "inconsistent or contrary" to the terms of the 2021 Employment Agreement or any agreement referenced therein. The integration clause was limited to supplanting that which was "inconsistent or contrary" to the terms in the 2021 Employment Agreement, and thus, the 2017 Arbitration Agreement was not superseded.

Other courts have similarly found that a later agreement failed to supersede an earlier agreement even when the later agreement was a more explicit final expression of the parties' agreement than in the instant case. For instance, in *Jenks v. DLA Piper Rudnick Gray Cary US LLP* (2015) 243 Cal.App.4th 1, the parties' termination agreement stated: " 'This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral.' " (*Id.* at p. 15, italics omitted.) It also contained no terms related to dispute resolution. (*Id.* at pp. 15–16.) The court held that the limiting language of the integration clause, "with respect to the subject matter hereof," meant that the termination agreement was intended to be a complete agreement only as to the plaintiff's termination and did not supersede the language in plaintiff's employment contract, which required arbitration of all disputes

related to the employment relationship. (*Id.* at pp. 5, fn. 1, 15–17.)

Our interpretation of the parties' agreements is also consistent with *Cione v. Foresters Equity Services, Inc.* (1997) 58 Cal.App.4th 625 (*Cione*). In *Cione*, the parties' employment contract stated: " 'This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to in this Agreement.' " (*Id.* at p. 631.) The plaintiff had executed a prior agreement to arbitrate " 'any dispute, claim or controversy that may arise between [plaintiff] and [his] firm.' " (*Id.* at pp. 630–631.) Again, because the parties' employment agreement did not specify any dispute resolution procedure, nor did it state that it was the parties' entire agreement as to all matters, the court held that the prior arbitration agreement was not superseded by the employment agreement. (*Id.* at p. 638.)

As particularly relevant here, the *Cione* court reasoned that "[a]bsent any showing that his written employment agreement . . . was either expressly or implicitly inconsistent with his arbitration obligation . . . [plaintiff] may not rely on the written employment agreement's silence about dispute resolution to establish that such agreement superseded his . . . obligation to arbitrate." (*Cione, supra,* 58 Cal.App.4th at p. 638.) Although the 2021 Employment Agreement is not totally silent on the issue of dispute resolution, it does not contain any substantive provisions addressing the issue, and it was in no way "either expressly or implicitly inconsistent" with the parties' existing arbitration obligations. Other courts evaluating contracts

with broader integration language than the instant agreement have also applied *Cione* to similarly find a lack of supersession. (See, e.g., *Oxford Preparatory Academy v. Edlighten Learning Solutions* (2019) 34 Cal.App.5th 605, 608–610 [arbitration agreement not superseded where termination agreement " 'supersedes all prior oral or written negotiations, understandings and agreements with respect to the subject matter hereof' "]; *Ramirez-Baker v. Beazer Homes, Inc.* (E.D.Cal. 2008) 636 F.Supp.2d 1008, 1016–1017 [arbitration agreement not superseded by language that employment contract was " 'entire agreement . . . with respect to the subject matter covered, and supersedes, cancels, and nullifies any and all prior agreements and understandings' "].)

As discussed, the 2021 Employment Agreement's integration clause is even narrower than the clauses at issue in *Cione* and *Jenks*, only excluding that which is inconsistent or contradicted. As a result, we cannot find that the 2021 Employment Agreement was intended to serve as the parties' entire expression of their agreement, nor that any terms within the 2021 Employment Agreement superseded the parties' 2017 Arbitration Agreement.

None of the cases cited by Herrera in support of his supersession argument are persuasive. Herrera cites *Jarboe v. Hanlees Auto Group* (2020) 53 Cal.App.5th 539, in which the court held that an arbitration provision in the employee's application agreement was superseded by a subsequent employment agreement. However, the agreement held to supersede the arbitration provision stated, " 'This agreement is the entire agreement between the Company and the employee regarding the rights of the Company or employee to terminate

employment . . . and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of the employee and the Company.' " (*Id.* at p. 545.) The contractual language in *Jarboe* specifically identified the employment contract as the "entire agreement" between the parties regarding termination of employment, and that it expressly took the place of "all prior" agreements or understandings. (*Id.* at pp. 551–552.) Such explicit language is absent from the 2021 Employment Agreement, which purported only to "set forth the terms of [Herrera's] employment" and supplanted other agreements only to the extent its terms were "inconsistent or contrary." The integration clauses are not comparable, and *Jarboe* is therefore not instructive.

Grey v. American Management Services (2012) 204 Cal.App.4th 803, is similarly inapposite. In that case, the employee entered into a broad arbitration agreement as a condition of applying for a position, and, after hiring, the employee signed a contract with a narrower arbitration provision, which the court held superseded the former. (*Id.* at pp. 805–806, 809.) Like in *Jarboe*, the language of the latter arbitration provision stated that the agreement was " 'the entire agreement between the parties in connection with the Employee's employment . . . and supersedes all prior and contemporaneous discussions and understandings.' " (*Grey*, at p. 805.) Again, the integration language in Herrera's agreement is not comparable to that in *Grey*, and provides no support for his claim of supersession.

Finally, Herrera's reliance on *Mitri v. Arnel Management Co.* (2007) 157 Cal.App.4th 1164, is also misplaced. In *Mitri*, an employee handbook stated all disputes would be resolved

by arbitration and employees would be required to sign an arbitration agreement as a condition of their employment. (*Id.* at p. 1170.) There was no evidence that the employee signed a separate arbitration agreement, and the employer attempted to compel arbitration based on the employee's signed acceptance of the employee handbook. (*Id*. at pp. 1170–1171.) The court rejected the employer's argument that the handbook itself constituted the arbitration agreement, noting the clear intent was to have employees sign a separate agreement. (*Ibid.*) In Herrera's case, unlike in *Mitri*, a separate, signed arbitration agreement exists. The question at issue here is whether the 2021 Employment Agreement superseded it. *Mitri* does not address that issue, and is therefore of no help to Herrera.

b. *The 2021 Employment Agreement was not a novation of the 2017 Arbitration Agreement*

Herrera also makes a passing argument that there was a novation; we reject this argument as well. A "[n]ovation is the substitution of a new obligation for an existing one." (Civ. Code, § 1530.) It is made "between the same parties, with intent to extinguish the old obligation." (*Id*., § 1531.) "It must ' "clearly appear" that the parties intended to extinguish rather than merely modify the original agreement.' [Citation]." (*Wells Fargo Bank v. Bank of America* (1995) 32 Cal.App.4th 424, 432.) While the 2021 Employment Agreement does reflect the parties' intent to execute a future document, referred to as "the Company's Arbitration Agreement," there is no evidence that the new agreement would "substitute" or "extinguish" the obligations in the existing agreement. As already discussed, the potential terms of the future arbitration agreement are unknown, and this court cannot determine whether they would extinguish, modify,

or complement the 2017 Arbitration Agreement. Furthermore, the 2021 Employment Agreement does not mention the 2017 Arbitration Agreement nor express an intention to substitute or extinguish its obligations. Accordingly, there is no evidence of a novation. (See *Cione, supra*, 58 Cal.App.4th at p. 640, fn. 14 [noting there is "no novation of a prior agreement where a subsequent agreement made no mention of canceling the prior agreement's obligations"].)

c. *Herrera did not establish that his claims are outside of the scope of the 2017 Arbitration Agreement*

Herrera additionally argued before the trial court that his claims fall outside of the scope of the 2017 Arbitration Agreement, and he reasserts this argument on appeal. After concluding that there was no valid arbitration agreement, the trial court did not additionally decide this question. "Once the existence of a valid arbitration clause has been established, '[t]he burden is on "the party opposing arbitration to demonstrate that an arbitration clause *cannot* be interpreted to require arbitration of the dispute." ' " (*Titolo v. Cano* (2007) 157 Cal.App.4th 310, 316, quoting *Buckhorn v. St. Jude Heritage Medical Group* (2004) 121 Cal.App.4th 1401, 1406.)

"In determining whether an arbitration agreement applies to a specific dispute, the court may examine only the agreement itself and the complaint filed by the party refusing arbitration." (*Weeks v. Crow* (1980) 113 Cal.App.3d 350, 353.) The parties' 2017 Arbitration Agreement encompasses "any claim, dispute, and/or controversy that the Employee may have against COMPANY (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or that COMPANY may have against

the Employee, arising from, related to, or having any relationship or connection whatsoever with seeking employment with, employment by, or other association with COMPANY . . . ." "Clauses providing for arbitration of disputes ' "arising from" ' or ' "arising out of" ' an agreement have generally been interpreted to apply only to disputes regarding the interpretation and performance of the agreement. [Citations.] On the other hand, arbitration clauses . . . that use the phrase 'arising under or related to' . . . have been construed more broadly. [Citations.] For a party's claims to come within the scope of such a clause, the factual allegations of the complaint 'need only "touch matters" covered by the contract containing the arbitration clause.' " (*Ramos v. Superior Court* (2018) 28 Cal.App.5th 1042, 1052.)

Herrera's argument that any of his claims are outside of the 2017 Arbitration Agreement is unpersuasive. Herrera's complaint identifies as defendants Interlang and eleven others. Herrera's 16 causes of action, which include claims for breach of contract, failure to pay wages, wrongful termination, various labor code violations, and fraud, deceit, and concealment, are alleged against the defendants, including Interlang, without differentiation. Herrera, for the most part, does not identify specifically which of his allegations apply to each defendant. Nonetheless, he alleges generally that he was "employed by Defendants for compensation for the performance of services rendered in the sale of Defendants' services," and that "Defendants terminated the Plaintiff's employment by the Defendants." It is further undisputed that Herrera's 2021 Employment Agreement was signed by Herrera and a representative of Interlang. On their face, Herrera's claims

against Interlang thus appear to expressly arise from Herrera's employment by Interlang.

Herrera argues that Interlang has "sought blanket arbitration of all claims without a claim-by-claim analysis connecting particular causes of action to any arbitration clause," and therefore failed to establish their arbitrability. This argument subverts the burden at this stage of the analysis of Interlang's motion to compel. Having found a valid arbitration agreement, it is incumbent upon Herrera to establish that any claim is outside of its scope. He has failed to do so.

Herrera's argument on appeal is completely conclusory, and only asserts that Interlang's failure to justify the applicability of the 2017 Arbitration Agreement to each claim is sufficient to affirm the trial court's order. His opposition to the motion to compel before the trial court contains a similar argument. There too, he argued that Interlang "failed [its] burden to demonstrate that the [2017 Arbitration Agreement] covers the controversies represented by this case. Neither should it be the job of the Court or the Plaintiff to parse through Interlang's motion . . . to determine which claims of the Complaint might be subjected to arbitration and which may not be so subjected." To the contrary, this *is* the plaintiff's job; failing to do so, Herrera was correct that the court will not undertake this duty. Herrera's pleadings do not articulate how any of his claims, including those that allude to fraud or the theft of MDME securities, are not related to his employment and compensation therefor. They are consequently insufficient to meet Herrera's burden by a preponderance of the evidence as is required, and do not provide a basis to affirm the trial court's order denying arbitration.

DISPOSITION

We reverse the order denying Interlang's motion to compel arbitration. On remand, the trial court shall enter a new order granting the motion. Interlang shall recover its costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

OCHOA, J.*

We concur:

ADAMS, P. J.

HANASONO, J.

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* Judge of the Los Angeles Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.