

No. \_\_\_\_\_

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IN THE  
**Supreme Court of the United States**

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LAW OFFICES OF ADAM ZOLONZ, APC;  
AND ADAM ZOLONZ,

*Petitioners,*

v.

CHRISTINA RAMIREZ,

*Respondent.*

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**On Petition for a Writ of Certiorari  
to the California Court of Appeal  
Second Appellate District, Division Four**

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**PETITION FOR A WRIT OF CERTIORARI**

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## QUESTION PRESENTED

The Federal Arbitration Act (FAA) reflects “a liberal federal policy favoring arbitration agreements.” *CompuCredit Corp. v. Greenwood*, 565 U.S. 95, 98 (2012) (quoting *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983)). Courts must “examine with care the complaints seeking to invoke their jurisdiction in order to separate arbitrable from nonarbitrable claims.” *KPMG LLP v. Cocchi*, 565 U.S. 18, 19 (2011). “[I]f a dispute presents multiple claims, some arbitrable and some not, the former must be sent to arbitration even if this will lead to piecemeal litigation.” *Id.*

The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (EFAA) permits plaintiffs to void an arbitration agreement “with respect to a case which is filed under Federal, Tribal, or State law and relates to [a] sexual assault dispute or [a] sexual harassment dispute.” 9 U.S.C. § 402(a).

The questions presented are:

Should claims within the scope of an arbitration agreement that are *unrelated* to sexual assault or sexual harassment continue to be arbitrated under the FAA? Put differently, can the EFAA (a limited exception to the FAA) apply to non-sexual assault and harassment claims?

If the EFAA can apply to claims that are not related to sexual assault and harassment claims, is it proper for a plaintiff to amend a complaint solely to evade arbitration by invoking the EFAA?

## **CORPORATE DISCLOSURE STATEMENT**

Petitioner Law Offices of Adam Zolonz, APC is a California professional corporation owned by Adam Martin Zolonz. There is no parent or publicly held company that owns 10% or more of the stock of Law Offices of Adam Zolonz, APC.

### **PARTIES TO THE PROCEEDING**

All parties are listed in the caption:

- Law Offices of Adam Zolonz, APC was a defendant in the Los Angeles County Superior Court and an appellant in the California Court of Appeal.
- Adam Zolonz was a defendant in the Los Angeles County Superior Court and an appellant in the California Court of Appeal.
- Christina Ramirez was the plaintiff in the Los Angeles County Superior Court and the respondent in the California Court of Appeal.

### **RELATED PROCEEDINGS**

This case arises from and is related to the following proceedings in the California Superior Court for the County of Los Angeles, the California Court of Appeal, and the California Supreme Court:

- *Ramirez v. Law Offices of Adam Zolonz, APC et al.*, No. 23STCV16604 (Cal. Super. Ct.), motion to compel arbitration denied November 9, 2023;
- *Ramirez v. Law Offices of Adam Zolonz, et al.*, No. B334010 (Cal. Ct. App. 2d Dist. Div. 4), opinion issued September 4, 2025;
- *Ramirez v. Law Offices of Adam Zolonz, APC et al.*, No. S293079 (Cal.), petition for review denied December 10, 2025.

There are no other proceedings in state or federal trial or appellate courts directly related to this case within the meaning of this Court's Rule 14.1(b)(iii).

**TABLE OF CONTENTS**

PETITION FOR WRIT OF CERTIORARI..... 1

OPINIONS BELOW..... 1

JURISDICTION..... 1

STATUTORY PROVISION INVOLVED ..... 1

INTRODUCTION ..... 2

STATEMENT OF THE CASE..... 4

    A.    Ramirez sues Zolonz, alleging 15  
          different claims, only two of which  
          alleged sexual harassment ..... 4

    B.    After Zolonz seeks arbitration  
          based on Ramirez having signed  
          an arbitration agreement, Ramirez  
          amends her complaint to allege the  
          same 15 claims, but attempts to  
          connect every one of her claims  
          to sexual harassment..... 5

    C.    Zolonz moves to compel  
          only Ramirez’s non-sexual-  
          harassment claims to arbitration..... 6

    D.    The trial court concludes that all of  
          Ramirez’s claims “relate to” sexual  
          harassment, and denies arbitration..... 7

    E.    The Court of Appeal affirms, based  
          on the EFAA’s plain language and  
          recent precedent..... 9

REASONS FOR GRANTING CERTIORARI:  
Review Is Needed To Protect  
Arbitration Of Claims That Parties  
Agreed To Arbitrate From EFAA  
Overreach And Gamesmanship  
By Plaintiffs..... 10

A. The EFAA was meant to exempt  
sexual assault and harassment  
claims from arbitration, not to  
exempt claims that lack any  
connection to exempted claims..... 12

B. This Court’s guidance is also  
needed to clarify how unrelated  
claims can sufficiently “relate to”  
sexual harassment covered by  
the EFAA, i.e., whether sham  
allegations suffice to expand  
EFAA coverage..... 19

CONCLUSION..... 26

**TABLE OF APPENDICES**

**Appendix A** — Opinion of the California  
Court of Appeal,  
Second Appellate District,  
Division Four,  
No. B334010  
(Sept. 4, 2025).....App-1-13

**Appendix B** — Order of the California  
Superior Court,  
Los Angeles County,  
No. 23STCV16604  
(Nov. 9, 2023).....App-14-19

**Appendix C** — Order of the California  
Supreme Court  
denying review,  
No. S293079  
(Dec. 10, 2025).....App-20

## TABLE OF AUTHORITIES

### Cases

<i>Armendariz v. Foundation Health Psychcare Services, Inc.</i> , 24 Cal.4th 83 (2000) .....	12
<i>Arouh v. GAN Ltd.</i> , 2024 WL 3469032 (C.D. Cal. 2024) .....	22
<i>AT&amp;T Mobility LLC v. Concepcion</i> , 563 U.S. 333 (2011).....	10, 15
<i>Baldwin v. TMPL Lexington LLC</i> , 2024 WL 3862150 (S.D.N.Y. 2024) .....	22
<i>Bruce v. Adams &amp; Reese, LLP</i> , 2025 WL 611071 (M.D. Tenn. Feb. 25, 2025, No. 24-cv-00875), <i>aff'd</i> , __ F.4th __, 2026 WL 523180 (6th Cir. Feb. 25, 2026) .....	18
<i>Circuit City Stores, Inc. v. Adams</i> , 532 U.S. 105 (2001).....	16
<i>Colapinto v. County of Riverside</i> , 230 Cal.App.3d 147 (1991) .....	24
<i>Commissioner v. Clark</i> , 489 U.S. 726 (1989).....	15
<i>Dean Witter Reynolds, Inc. v. Byrd</i> , 470 U.S. 213 (1985).....	12
<i>Deveny v. Entropin, Inc.</i> , 139 Cal.App.4th 408 (2006) .....	24
<i>Digital Realty Trust, Inc. v. Somers</i> , 583 U.S. 149 (2018).....	17
<i>Epic Systems Corp. v. Lewis</i> (2018) 584 U.S. 497.....	15

**TABLE OF AUTHORITIES**  
**(continued)**

<i>Falcon v. Long Beach Genetics, Inc.</i> , 224 Cal.App.4th 1263 (2014).....	24
<i>Green Tree Fin. Corp. v. Randolph</i> , 531 U.S. 79 (2000).....	16
<i>Hendy v. Losse</i> , 54 Cal.3d 723 (1991).....	24
<i>JRS Products, Inc. v. Matsushita Elec. Corp.</i> , 115 Cal.App.4th 168 (2004).....	21
<i>KPMG LLP v. Cocchi</i> , 565 U.S. 18 (2011).....	12
<i>Larson v. UHS of Rancho Springs, Inc.</i> , 230 Cal.App.4th 336 (2014).....	23
<i>Lee v. TaskUs, Inc.</i> , 2024 U.S. Dist. Lexis 116623 (W.D. Tex. July 2, 2024).....	13
<i>Mera v. SA Hospitality Group, LLC</i> , 675 F.Supp.3d 442 (S.D.N.Y. 2023).....	18
<i>Miles v. Greystar Management Services, LP</i> , 2025 WL 2021337 (D. Nev. 2025).....	19
<i>Miniso Depot CA, Inc. v. Liu</i> , No. 24-1215 (cert. denied Oct. 6, 2025).....	3
<i>Nealy v. County of Orange</i> , 54 Cal.App.5th 594 (2020).....	23
<i>Owens v. Kings Supermarket</i> , 198 Cal.App.3d 379 (1988).....	24

**TABLE OF AUTHORITIES**  
**(continued)**

<i>Sosa v. Alvarez-Machain</i> , 542 U.S. 692 (2004).....	17
<i>Tindell v. Murphy</i> , 22 Cal.App.5th 1239 (2018).....	23
<i>Turner v. Tesla</i> , 686 F.Supp.3d 917 (N.D. Cal. 2023) .....	22
<i>United Mine Workers of Am. v. Gibbs</i> , 383 U.S. 715 (1966).....	17
<i>Williams v. Apro, LLC</i> , No. 22-STCV-38325, 2023 WL 9660778 (L.A.S.C. July 18, 2023) .....	18
<i>Yost v. Everyrealm, Inc.</i> , 657 F.Supp.3d 563 (S.D.N.Y. 2023) .....	13, 22
<i>Zeng v. Ellenoff Grossman &amp; Schole LLP</i> , 2024 WL 4250387 (S.D.N.Y. 2024) .....	19

**Statutes**

9 U.S.C. § 208.....	17
9 U.S.C. § 307.....	17
9 U.S.C. § 401.....	2, 12
9 U.S.C. § 401(2).....	17
9 U.S.C. § 401(4).....	2
9 U.S.C. § 402.....	1-2, 12
9 U.S.C. § 402(a).....	15, 17
28 U.S.C. § 1257(a).....	1

**TABLE OF AUTHORITIES**  
**(continued)**

28 U.S.C. § 1367 .....	17
Cal. Gov. Code § 12940 .....	7
Cal. Labor Code § 98.6 .....	8

**Other Authorities**

168 Cong. Rec. S624-01, 2022 WL 413089 (Feb. 10, 2011) .....	14-15
H.R. Rep. No. 117-234 (2022) .....	12
Black’s Law Dictionary (12th ed. 2024) .....	16
Economic Policy Institute, <i>The Growing Use of Mandatory Arbitration</i> (April 6, 2018) .....	10
Imre S. Szalai, <i>#MeToo’s Landmark, Yet Flawed, Impact on Dispute Resolution: The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021</i> , 18:2 Nw. J.L. & Soc. Pol’y. 1 (2023) .....	16

## **PETITION FOR WRIT OF CERTIORARI**

The Law Offices of Adam Zolonz, APC and Adam Zolonz petition for a writ of certiorari to review an opinion judgment of the California Court of Appeal.

## **OPINIONS BELOW**

The California Court of Appeal's opinion is available at 2025 WL 2542323 and reproduced in Appendix A. The order of the Superior Court of Los Angeles County is unpublished and reproduced in Appendix B. The California Supreme Court denied review in an order reproduced in Appendix C.

## **JURISDICTION**

The California Supreme Court declined to exercise its discretionary review on December 10, 2025. This Court has jurisdiction under 28 U.S.C. § 1257(a).

## **STATUTORY PROVISIONS INVOLVED**

9 U.S.C. § 402 provides, in relevant part:

(a) Notwithstanding any other provision of this title, at the election of [a] person alleging conduct constituting a sexual harassment dispute ... no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to ... the sexual harassment dispute.

(b) An issue as to whether this chapter applies with respect to a dispute shall be determined under

Federal law. The applicability of this chapter to an agreement to arbitrate and the validity and enforceability of an agreement to which this chapter applies shall be determined by a court, rather than an arbitrator[.]

9 U.S.C. § 401(4) provides, in relevant part:

The term “sexual harassment dispute” means a dispute relating to conduct that is alleged to constitute sexual harassment under applicable Federal, Tribal, or State law.

## INTRODUCTION

This petition raises important and recurring questions about the scope of the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (9 U.S.C. §§ 401, 402 [“EFAA”]). The Federal Arbitration Act (FAA) has long required courts to enforce arbitration agreements, and to resolve all doubts in favor of arbitration, even if that requires piecemeal litigation where certain claims, but not others, are arbitrable. The EFAA amended the FAA to exempt “sexual harassment” and “sexual assault” disputes from arbitration. This case raises a crucial question: Whether the EFAA applies to *claims* that are legally and factually *unrelated* to a plaintiff’s sexual harassment allegations.

Here, as in many cases involving alleged labor law violations, a plaintiff’s claims alleging disability discrimination, wage-and-hour violations, breach of contract, and numerous other causes of action, independently stand alone and apart from any alleged sexual harassment or assault. The

EFAA was never intended to apply to *non*-sexual harassment and assault claims, nor should lawyers be allowed to manipulate pleadings to invoke the EFAA simply to avoid arbitration entirely. Plaintiff's counsel here disingenuously alleged new facts in an amended complaint to attempt to tie unrelated claims to EFAA-covered claims.

This Court should take this opportunity to decide significant and widely litigated questions: Whether employers can have a valid arbitration provision in their employment agreements that is not subject to being voided by a mere untested allegation of sexual harassment. Courts nationwide are inundated with employment cases. Many of these disputes are subject to arbitration provisions. But the analysis that resolved this case allows plaintiffs to avoid arbitration entirely.

Mr. Zolonz, a small business owner, has incurred great expense to advance this issue to this Court and he and his firm will be severely damaged by the applying the EFAA beyond what it was intended to cover. This Court should reverse and require that ordinary employment claims be arbitrated.

Prior petitions have presented precisely this same question. E.g., *Miniso Depot CA, Inc. v. Liu*, No. 24-1215 (cert. denied Oct. 6, 2025). This issue is recurring, important, and worthy of certiorari.

## STATEMENT OF THE CASE

### **A. Ramirez sues Zolonz, alleging 15 different claims, only two of which alleged sexual harassment.**

Plaintiff Christina Ramirez filed a complaint for compensatory, statutory, and punitive damages against her former employer, the Law Offices of Adam Zolonz and the law firm's owner, Adam Zolonz. (App-3-4.) Ramirez had worked as a legal assistant at the Law Offices for five months, and while employed there was allegedly subjected to numerous and various wrongs arising from her employment. She also alleged that she "suffered from multiple disabilities and medical conditions." (App-3-4.)

Ramirez's 15 causes of action alleged the full gamut of employment claims, covering multiple forms of discrimination, harassment, wage-and-hour violations, and breach of contract. (App-3-4.) Specifically, her 15 claims were: 1. Hostile work environment harassment based on sex and race; 2. Discrimination based on sex, race, disability, and medical condition; 3. Failure to engage in the interactive process to address her alleged disability and medical condition; 4. Failure to accommodate her disability and medical condition; 5. Retaliation for engaging in protected activities (e.g., complaining about harassment and failure to accommodate); 6. Retaliation for taking adverse action against her after she made various complaints; 7. Retaliation for complaining about unlawful employment practices; 8. Breach of contract; 9. Wrongful termination; 10. Failure to

provide adequate meal periods; 11. Failure to provide adequate rest periods; 12. Failure to pay minimum and overtime wages; 13. Failure to pay final wages; 14. Failure to reimburse necessary business expenses (e.g., her personal cell phone charges); and 15. Failure to pay sick leave benefits. (App-3-4.)

Ramirez’s original complaint clearly distinguished between her two claims that were partially based on sexual harassment (i.e., her first and fifth causes of action for hostile work environment based on sex and race and a related retaliation claim) and her 13 other causes of action—i.e., she did not connect her sexual harassment claims to her other claims or allege that her other claims arose from the sexual harassment.

**B. After Zolonz seeks arbitration based on Ramirez having signed an arbitration agreement, Ramirez amends her complaint to allege the same 15 claims, but attempts to connect every one of her claims to sexual harassment.**

As a condition of employment for working at the Law Firm, a small business, Ramirez had signed a mandatory Dispute Resolution Agreement in which the parties agreed to binding arbitration to resolve all disputes arising from the employment relationship. (App-17.) This broadly worded agreement specifically included any claims for “wrongful termination, discrimination, harassment, retaliation, breach of contract, [and] wage and hour violations.”

Accordingly, after receiving Ramirez's complaint, counsel for Zolonz contacted Ramirez's counsel requesting that Ramirez stipulate to arbitrate her claims. Instead of agreeing to arbitration, however, Ramirez's counsel filed an amended complaint. (App-6.)

Ramirez's amended complaint contained precisely the same 15 causes of action alleged in her original complaint. (App-4.) The amended complaint differs from the original most starkly by the addition of two paragraphs (in a preliminary section titled "Facts Common to All Causes of Action") purporting to connect all claims to sexual harassment. Most directly, Ramirez now alleged that: "But for Ms. Ramirez rejecting Mr. Zolonz's overtures, Defendants would not have failed to properly compensate Ms. Ramirez, refused to engage her in an interactive process to accommodate her disabilities, or terminated her employment." (App-4-5.) Zolonz viewed the amended complaint as a sham pleading that added bogus and transparent allegations for one purpose only: to avoid arbitration. (App-6.)

**C. Zolonz moves to compel only Ramirez's non-sexual-harassment claims to arbitration.**

Zolonz moved to compel arbitration based on Ramirez's arbitration agreement. (App-5, 17.) Zolonz acknowledged that the EFAA allowed Ramirez to invalidate her agreement to arbitrate her sexual harassment claims. (App-5.) But Ramirez's complaint contained only two causes of action "related to" sexual harassment: her first

cause of action for “violation of Government Code § 12940; hostile work environment harassment based on sex and race” and her fifth cause of action for “violation of Government Code § 12940; retaliation,” i.e., retaliation for complaining about the alleged sexual and racial harassment. (App-5.)

Ramirez’s other causes of action alleged violations concerning meal and rest breaks, wage and overtime payments, failure to make disability accommodations, breach of contract, and failure to reimburse business expenses—i.e., matters not related to sexual harassment. Thus, Zolonz detailed how the bulk of Ramirez’s claims were wholly disconnected from any sexual harassment allegations. For instance: wage-and-hour claims, disability claims, and business expense reimbursement claims are entirely unrelated to sexual harassment and can be litigated without any reference to or reliance on sexual harassment.

Zolonz further emphasized that the allegations in Ramirez’s amended complaint purportedly linking her sexual harassment claims with all of her other claims were a transparent and sham-pleading attempt to avoid arbitration, prompted by the meet-and-confer about arbitration with Zolonz’s counsel. Zolonz pointed out how the amended complaint was merely a manipulative ploy to expand the scope of EFAA to cover the whole complaint. (App-6.)

In opposition, Ramirez argued that EFAA’s invalidation of arbitration agreements applies to entire “cases” and not merely specific claims within a case. (App-6.) Thus, because her “case,” “as a whole,” was (now) purportedly “at its core, a sexual

harassment dispute”—such that all the alleged wrongdoing arose from her refusing her employer’s alleged “overtures”—this meant that none of her claims could be sent to arbitration. (App-6.)

In reply, Zolonz emphasized that “sexual harassment or hostile work environment based on sexual harassment are not elements of [Ramirez’s] thirteen other non-sexual harassment causes of action,” and pointed out that certain of Ramirez’s causes of action were explicitly premised solely on her alleged medical condition. For example, Ramirez did not even allege sexual harassment was related to her sixth cause of action for retaliation; seventh cause of action for violation of Labor Code section 98.6 (retaliation); or ninth cause of action for wrongful termination. Rather, all of these were premised on her alleged medical condition.

Moreover, Zolonz pointed out the absurdity of how, if Ramirez’s theory were correct, then any plaintiff could avoid any arbitration agreement simply by inserting “any scintilla of a sexual harassment allegation” into a case. Zolonz cited U.S. Supreme Court authority holding that if a complaint contains both arbitrable and nonarbitrable claims, the claims are to be severed to allow for arbitration of the arbitrable claims.

**D. The trial court concludes that all of Ramirez’s claims “relate to” sexual harassment, and denies arbitration.**

At the hearing on Zolonz’s motion to compel arbitration, the trial court noted that “we’re in a new area. We don’t really have much guidance from

the Court of Appeal or California Supreme Court. .... I know this is a novel and developing area.”

Zolonz emphasized how Ramirez had obviously amended her complaint to attempt to link all of her claims to her sexual harassment allegation to avoid arbitration. The trial court focused on how EFAA’s language covers claims that “relate to” sexual harassment disputes. Ramirez argued that EFAA “applies to a case ... not just individual claims,” and that its plain language meant that “claims related to sexual harassment disputes cannot be sent to arbitration.”

In its order denying arbitration, the trial court acknowledged that there was no binding California precedent. (App-18.) The court then concluded that all of Ramirez’s causes of action allegedly “relate to” the alleged sexual harassment, i.e., when she rebuffed her employer’s advances, he “allegedly became antagonistic to [her],” and committed all the various Labor Code violations. (App-19.) Thus, the court found that EFAA voided the arbitration agreement as to the entire case. (App-7.)

**E. The Court of Appeal affirms, based on the EFAA’s plain language and recent precedent.**

Between the time of the trial court’s order and the decision on appeal, new case law had issued on the topic of EFAA’s scope over non-sexual harassment claims. On appeal, the Court of Appeal followed recent California precedent—three published opinions—to rule that “the EFAA’s plain language states that arbitration may not be compelled in ‘a case’ that relates to a sexual

harassment dispute,” i.e., “the statute is not limited to specific causes of action.” (App-2.)

Zolonz unsuccessfully sought review by the California Supreme Court. (App-20.)

**REASONS FOR GRANTING CERTIORARI:  
Review Is Needed To Protect Arbitration  
Of Claims That Parties Agreed To Arbitrate  
From EFAA Overreach And Gamesmanship  
By Plaintiffs**

For decades, employers nationwide have relied on mandatory arbitration provisions for the benefits of arbitration: faster and cheaper resolution of claims. *E.g.*, *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 345 (2011) (the informality of arbitral proceedings reduces costs and increases the speed of dispute resolution). Federal law favors the enforcement of arbitration provisions. *E.g.*, *id.* at 339. Studies estimate that over two-thirds of all California employees have signed mandatory arbitration agreements with their employers. *See* Economic Policy Institute, [\*The Growing Use of Mandatory Arbitration\*](#) (April 6, 2018) (noting that “mandatory arbitration is especially widespread in California”).

But the benefits of arbitration for employment disputes have now been undone by an overbroad interpretation of the EFAA. The EFAA—enacted in response to the #MeToo movement—was intended to exempt sexual assault and sexual harassment from mandatory arbitration. The EFAA was *not* intended to entirely destroy employment-related arbitration; it was meant to address only the specific disputes in its very name.

The case presents the question whether a claim must be related to sexual assault or sexual harassment for the EFAA to permit voiding an arbitration agreement that would otherwise require arbitration of that claim. Under the decision below, and others like it, a claim need *not* be related to sexual assault or harassment for the EFAA to void the arbitration agreement as to that claim. Rather, so long as a complaint contains *any* claim relating to sexual assault or harassment, courts must void the arbitration agreement as to *all* claims—even those having nothing whatsoever to do with sexual assault or harassment.

Without this Court's correction, this decision and others like it will have widespread consequences for employment-related litigation nationwide. The expansive interpretation adopted here—contrary to the EFAA's text, purpose, and legislative history—erroneously exempts from arbitration an employee's ordinary employment law claims, e.g., wage-and-hour claims, as long as that employee brings an unrelated sexual harassment claim. That outcome is untenable and undermines the FAA's policy favoring arbitration and rests on an erroneously broad reading of the EFAA. This also transforms the EFAA into a vehicle for employees to evade arbitration entirely, upending the dispute resolution system that has been in place for decades. This Court's intervention is sorely needed.

**A. The EFAA was meant to exempt sexual assault and harassment claims from arbitration, not to exempt claims that lack any connection to exempted claims.**

There is nothing unusual about a complaint alleging both causes of action that are subject to arbitration and causes of action that are not subject to arbitration. In such situations, “if a dispute presents multiple claims, some arbitrable and some not, the former must be sent to arbitration even if this will lead to piecemeal litigation.” *KPMG LLP v. Cocchi*, 565 U.S. 18, 19 (2011), citing *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 217 (1985); *Armendariz v. Foundation Health Psychcare Services, Inc.*, 24 Cal.4th 83, 121-25 (2000) (discussing the court’s power and duty to separate valid from invalid provisions and to enforce valid provisions).

The EFAA amended the FAA to add two new FAA provisions codified at 9 U.S.C. §§ 401-402. The EFAA arose from the #MeToo movement to specifically address concerns about mandatory arbitration of sexual assault and harassment. The Act was intended to empower claimants to avoid arbitrating sexual assault and harassment claims if they so desired. H.R. Rep. No. 117-234, at 10-11 (2022) (House Judiciary Committee report).

Under the decision below and the decisions of other courts applying the same overbroad analysis, trial courts across the country are now voiding arbitration agreements as to claims that have no relation whatsoever to the types of sexual assault or sexual harassment disputes Congress targeted by enacting the EFAA. These decisions disrupt the

expectations of employers and the purpose of the EFAA. Sexual harassment claims are already prevalent. This new rule, however, makes such claims even more strategic for plaintiffs to bring. The new rule “invite[s] mischief, by incenting future litigants bound by arbitration agreements to append bogus, implausible claims of sexual harassment to their viable claims, in the hope of end-running these agreements.” *Yost v. Everyrealm, Inc.*, 657 F.Supp.3d 563, 588 (S.D.N.Y. 2023).

The analysis allowing such abuse of the EFAA arises from a broad interpretation of the EFAA, focusing on the word “case.” Under that construction, the EFAA applies to “a ‘case’ as a whole—not simply one or two causes of action—so long as the case relates to sexual harassment.” This interpretation does violence to EFAA’s language and purpose. As one court noted, a broad “reading of the term ‘case’ [in the EFAA] could lead to strategic pleading by plaintiffs to avoid arbitration of claims that have nothing to do with sexual harassment or related conduct.” *Lee v. TaskUs, Inc.*, 2024 U.S. Dist. Lexis 116623, \*8 (W.D. Tex. July 2, 2024).

**Legislative history.** The EFAA had broad bipartisan support, and senatorial commentary is useful in debunking the notion that it was to be broadly construed and used as a weapon to undermine arbitration of all types of employment disputes. For example, in emphasizing that it should be narrowly construed and not used to “game the system,” Senator Joni Ernst (Rep. Iowa) stated that the act “should not effectively destroy

arbitration in employment litigation,” explaining that the EFAA:

“should not be the catalyst for destroying predispute arbitration agreements in all employment matters. Specifically, we agreed that harassment or assault claims should not be joined to an employment claim without a key nexus. Harassment and assault allegations are very serious and should stand on their own. The language of this bill should be narrowly interpreted. It should not be used as a mechanism to move employment claims that are unrelated to these important issues out of the current system. ... [I]t is also very important to me that [sexual harassment or assault claims] stand separate from any other kind of claim. ... those claims are meaningfully different. ...” 168 Cong. Rec. S624-01, p. S625, 2022 WL 413089 (Feb. 10, 2022).

Addressing concerns that unrelated claims could be swept into the EFAA, co-sponsoring Senator Lindsey Graham (Rep. S.C.) explained:

“We do not intend to take unrelated claims out of the contract [requiring arbitration]. ... If lawyers try to game the system, they are acting in bad faith. ... What we are not going to do is take unrelated claims out of the arbitration contract. So, if

you have got an hour-and-wage dispute with the employer, [and] you make a sexual harassment, sexual assault claim, the hour-and-wage dispute stays under arbitration unless it is related.” *Id.*

Similarly remarking on the bill’s scope, co-sponsoring Senator Kirsten Gillibrand (Dem. N.Y.) reiterated that “only disputes that relate to sexual assault or harassment conduct can escape [arbitration clauses].” *Id.* at S627.

**Narrow Construction.** As a statute creating an exception to the more general rule that arbitration provisions should be enforced, the EFAA should be construed narrowly. *See Commissioner v. Clark*, 489 U.S. 726, 739 (1989) (exceptions to a “general statement of policy” are “usually read ... narrowly in order to preserve the primary operation of the provision”).

Because the EFAA is an amendment to the FAA, it must be construed narrowly as an exception, and not as an override of the entire FAA. Indeed, the EFAA begins by stating, “Notwithstanding any other provision of this title ...” (9 U.S.C. § 402(a)), indicating it was not meant as a wholesale rewriting of the FAA. The FAA’s “principal purpose ... is to ensure that private arbitration agreements are enforced according to their terms.” *Concepcion*, 563 U.S. at 344. The FAA declares a liberal policy favoring enforcement of arbitration agreements. *Epic Systems Corp. v. Lewis* (2018) 584 U.S. 497, 504. This policy is so significant that “even claims arising under a statute designed to further important social policies

may be arbitrated.” *Green Tree Fin. Corp. v. Randolph*, 531 U.S. 79, 90 (2000). Given that vantage, this Court has held that exemptions to the FAA must be applied narrowly. *Circuit City Stores, Inc. v. Adams*, 532 U.S. 105, 106 (2001).

There is little dispute that the EFAA was “poorly drafted,” especially regarding its scope. See Imre S. Szalai, *#MeToo’s Landmark, Yet Flawed, Impact on Dispute Resolution: The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021*, 18:2 Nw. J.L. & Soc. Pol’y. 1, 3 (2023). In particular, Congress’s use of the words “case,” “dispute,” and “claim” in enacting the EFAA was, at best, imprecise. This has resulted in differing interpretations.

The broad interpretation misconstrues the phrase “relates to the sexual assault dispute or the sexual harassment dispute” by making “a case” the object of “relates to.” But “relates to” is better seen as referring to the primary subject of the statute and the sentence: the “predispute arbitration agreement,” i.e., the point of the statute is that agreements that relate to sexual assault or harassment may not be invalidated. See also Szalai, *supra*, 18:2 Nw. J.L. & Soc. Pol’y. at 25-26 (discussing how a broad interpretation is inconsistent with EFAA’s text and policy).

Moreover, the word “case” does not necessarily have to broadly mean “lawsuit” or “action.” The definition of “case” includes a “controversy at law” and can refer to a single claim. See Black’s Law Dictionary (12th ed. 2024); see also 5th and 6th editions (“case” is a “general term” that can refer to a “cause” or “question contested before a court of

justice.”). Numerous FAA and EFAA provisions—including FAA provisions the EFAA amended—use “action” (not “case”) when referencing an entire legal proceeding. *E.g.*, 9 U.S.C. §§ 208, 307, 401(2), 402(a). And given how section 402(a) uses “case” instead of “action,” courts must “presume[] that Congress intended a difference in meaning.” *Digital Realty Trust, Inc. v. Somers*, 583 U.S. 149, 161 (2018); see *Sosa v. Alvarez-Machain*, 542 U.S. 692, 711 fn. 9 (2004). Because “case” can sometimes mean “claim,” section 402(a) is ambiguous.

Indeed, “case” has a special meaning under the United States Constitution and covers a group of claims that “derive from a common nucleus of operative fact” such that the parties would ordinarily expect such claims would be heard in one forum. *United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 725 (1966). This legal concept of a “case” is also embodied in 28 U.S.C. § 1367, the federal statute governing the supplemental subject matter jurisdiction of federal courts. Under this interpretation, a “case” consists of claims arising from “a common nucleus of operative fact” or overlapping underlying facts. Congress probably intended that the word “case” would borrow from this standard legal test in the field of federal subject matter jurisdiction. Using this body of law to define the word “case,” an arbitration agreement is not valid or enforceable with respect to a sexual assault or harassment claim or any other closely related claim deriving from a common nucleus of operative fact or that has a direct factual and logical connection to the sexual assault or harassment claim.

Although the Court of Appeal below concluded that “the EFAA applies to [a plaintiff’s] entire ‘case,’ not only to claims relating to sexual harassment,” other courts have reached different conclusions. *E.g.*, *Mera v. SA Hospitality Group, LLC*, 675 F.Supp.3d 442, 448 (S.D.N.Y. 2023); *Williams v. Apro, LLC*, No. 22-STCV-38325, 2023 WL 9660778, \*2 (L.A.S.C. July 18, 2023) (“Nothing in the statute suggests a plaintiff may merge allegations subject to [EFAA] with others that are not, and thereby avoid arbitration of the non-[EFAA] claims.”); *see Bruce v. Adams & Reese, LLP*, 2025 WL 611071, \*14 (M.D. Tenn. Feb. 25, 2025, No. 24-cv-00875), *aff’d*, \_\_ F.4th \_\_, 2026 WL 523180 (6th Cir. Feb. 25, 2026) (“a very small minority of cases have held that, when a litigant files a case with multiple claims, the EFAA invalidates the otherwise enforceable arbitration agreement only as to the claims that are closely related to, or intertwined with, the sexual assault or sexual harassment dispute”).

In *Mera*, the arbitration agreement was unenforceable as to plaintiff’s hostile work environment claim but was valid to require the employee-plaintiff to arbitrate other claims, because the wage and hour claims did “not relate in any way to the sexual harassment dispute ....” *Id.* at 448. The *Mera* court concluded that “[t]o hold otherwise would permit a plaintiff to elude a binding arbitration agreement with respect to wholly unrelated claims” that have nothing to do with sexual harassment or sexual assault. *Id.* The fact that the unpaid wage claims in *Mera* were also brought on behalf of other employees in addition to

plaintiff is irrelevant to the point that those claims “do not relate in any way to the sexual harassment dispute.” *See also Zeng v. Ellenoff Grossman & Schole LLP*, 2024 WL 4250387, \*3 (S.D.N.Y. 2024) (noting how plaintiff’s retaliation claim was “unlike wage and hour disputes unrelated to harassment claims”); *Miles v. Greystar Management Services, LP*, 2025 WL 2021337, \*3 (D. Nev. 2025) (noting how “wage-hour claims [we]re unrelated to [plaintiff’s] sexual harassment and retaliation claims,” and thus were “subject to arbitration so long as the arbitration agreement is enforceable”).

This Court’s guidance is needed for the proper interpretation of the scope of the EFAA.

**B. This Court’s guidance is also needed to clarify how unrelated claims can sufficiently “relate to” sexual harassment covered by the EFAA, i.e., whether sham allegations suffice to expand EFAA coverage.**

A second issue for review concerns how to address plaintiffs’ attempts to link claims unrelated to sexual harassment or assault with such claims. The EFAA is subject to abuse—as here—when a plaintiff seeks to avoid arbitration for arbitrable claims by attempting to link those claims to disputes protected from arbitration by the EFAA.

In this case, for instance, Ramirez never even attempted to factually link her other claims to sexual harassment with any particularity. For example, in stark contrast to her fifth cause of action for retaliation that expressly references

“flirtations” and “romantic overtures,” her sixth cause of action for retaliation expressly alleges retaliation premised on her complaints about (1) mocking potential clients and (2) violations of the contractual terms of her employment. Nowhere does this cause of action reference sexual harassment. The same is true of her seventh cause of action for retaliation, which again only mentions complaints about mocking and contractual breach. Such claims, and these causes of action, stand alone as independent from anything related to sexual harassment.

Similarly, many of Ramirez’s other claims focus solely on her alleged disability or medical condition: e.g., her second cause of action for discrimination references that she “suffered from multiple disabilities” and never expressly mentions sexual harassment; her third cause of action for failure to engage in the interactive process alleges that she “was suffering from a disability and medical condition” and never mentions sexual harassment; her fourth cause of action for failure to accommodate repeats that she “was suffering from a disability and medical condition” and never mentions sexual harassment; and her ninth cause of action (for wrongful termination) alleges that her employment was terminated because she engaged “in a protected activity and/or [had] a protected characteristic and/or [requested or needed] sick leave benefits” (i.e., premising this cause of action on sick leave and disability related allegations only.)

Ramirez’s eighth cause of action for breach of contract references alleged contractual breaches

only, without any reference to sexual harassment. Nor would it even make sense to do so because breach of contract is a claim that requires no proof of motivation. *JRS Products, Inc. v. Matsushita Elec. Corp.*, 115 Cal.App.4th 168, 182 (2004) (motive is “irrelevant to a breach of contract claim”).

The same is true with respect to all her wage-and-hour claims regarding meal and rest periods, failure to pay overtime and final wages, failure to reimburse business expenses, and failure to pay sick leave benefits. None of these claims would require Ramirez to establish sexual harassment or hostile work environment—nor would such proof be relevant to these claims. Thus, nowhere in the half-dozen pages taken to allege these claims is sexual harassment noted even in passing.

In short, Ramirez’s complaint alleges breach of contract, multiple forms of discrimination, harassment, and wage-and-hour violations. It is by no means a straightforward complaint for sexual harassment. Nor can sexual harassment be considered the heart of her case. Instead, based on the complaint itself, if there is any “core” to this case, it is Ramirez’s allegation that she was wrongfully terminated because she “suffered from multiple disabilities and medical conditions,” such as kidney tumors, uterine fibroids, and COVID-19.

The most that can be said is that every single cause of action “incorporates” all previous paragraphs, and, of course, there are paragraphs in the “Facts Common to All Causes of Action” section of the complaint alleging sexual harassment. But that cannot suffice to conclude that every claim was

therefore so “related to” sexual harassment as to justify invoking the EFAA. If that were the rule, then employment arbitration agreements could easily be avoided in every case simply by including one claim for sexual harassment and inserting one “common fact” paragraph alleging (no matter how absurdly) that all claims arose in part from sexual harassment. Courts have recognized that such a rule “would invite mischief,” by encouraging every plaintiff to take this path to avoid arbitration. *Yost*, 657 F.Supp.3d at 588. This Court should put an end to that.

The cases that have allowed EFAA to expand to non-sexual harassment claims focus on the so-called “core of the case.” See *Turner v. Tesla*, 686 F.Supp.3d 917, 925 (N.D. Cal. 2023) (“the arbitration agreement is unenforceable with respect to Turner's entire case because the core of her case alleges ‘conduct constituting a sexual harassment dispute’”); *Arouh v. GAN Ltd.*, 2024 WL 3469032, \*6 (C.D. Cal. 2024) (“When a plaintiff brings several claims, some of which are sexual harassment claims and some of which are not, [EFAA] precludes arbitration as to all claims if the ‘core’ of the case alleges ‘conduct constituting a sexual harassment dispute.’”); *Baldwin v. TMPL Lexington LLC*, 2024 WL 3862150, \*8 (S.D.N.Y. 2024) (quoting *Turner v. Tesla*). But none of these decisions explain how a court is to determine the “core” of the case. Presumably, the notion of the “core” of a case is that the gravamen of the case must be sexual harassment. Here, the question is whether Ramirez’s lawsuit really is centered on sexual harassment with some other appendage

claims or is it really a wage-and-hour case with a minor sexual harassment component. The complaint shows the latter to be true.

Although Ramirez’s First Amended Complaint alleges hostile work environment based on “sex and race”—i.e., sexual harassment is just *half of one* of numerous causes of action—the sexual harassment allegations are a minor part of the complaint. In contrast, Ramirez’s alleged disability is mentioned far more often, in more causes of action, and in much greater detail. In short, if there is a “core” to her lawsuit, it is her alleged disability or medical condition, and not sexual harassment.

California has a doctrine that should prevent the sort of EFAA abuse that occurred here. Under the sham pleading doctrine: “[A] plaintiff cannot avoid allegations that are determinative to a cause of action simply by filing an amended complaint which omits the problematic facts or pleads facts inconsistent with those alleged in the original complaint.” *Tindell v. Murphy*, 22 Cal.App.5th 1239, 1248 (2018); see *Nealy v. County of Orange*, 54 Cal.App.5th 594, 597 fn. 2 (2020) (“under the sham pleadings doctrine, a plaintiff cannot avoid the original complaint’s harmful allegations by merely filing an amended complaint omitting or changing them”). An amended complaint is inconsistent when it includes assertions that “contradict the facts pleaded in the original complaint” or “supress[es] facts which prove the pleaded facts false.” *Larson v. UHS of Rancho Springs, Inc.*, 230 Cal.App.4th 336, 344 (2014).

Under the sham pleading doctrine, courts may “disregard amendments that omit harmful

allegations in the original complaint or add allegations inconsistent with it.” *Falcon v. Long Beach Genetics, Inc.*, 224 Cal.App.4th 1263, 1281 (2014). If the plaintiff cannot “explain the inconsistency” between the original and amended pleadings, the court may “read into the amended complaint the allegations of the superseded complaint.” *Owens v. Kings Supermarket*, 198 Cal.App.3d 379, 384 (1988); *see also Deveny v. Entropin, Inc.*, 139 Cal.App.4th 408, 425 (2006), citing *Hendy v. Losse*, 54 Cal.3d 723, 742-43 (1991) (“Under the sham pleading doctrine, plaintiffs are precluded from amending complaints to omit harmful allegations, without explanation, from previous complaints to avoid attacks raised in demurrers or motions for summary judgment.”); *Colapinto v. County of Riverside*, 230 Cal.App.3d 147, 152 (1991) (“court may take judicial notice of prior pleadings and may disregard any inconsistent allegations”).

Here, the allegations in plaintiff’s original complaint were clear that her termination supposedly stemmed from her alleged disability:

Following Ms. Ramirez’s diagnoses and continuing until the end of Ms. Ramirez’s employment with Defendants, Defendants repeatedly attempted to pressure Ms. Ramirez to resign and sign a severance agreement and Defendants terminated her employment. *Defendants would not have pressured Ms. Ramirez to resign her employment or terminated her*

*employment but for her suffering from the disabilities that temporarily left her unable to work.*

Consistent with this allegation, the original complaint drew a clear distinction between the first and fifth causes of action, linked to the alleged harassment, and the other 13 causes of action.

Yet the allegations in Ramirez's amended complaint directly contradict those in the original complaint:

*Ms. Ramirez refusing to reciprocate Mr. Zolonz's flirtations is at the core of this case. But for Ms. Ramirez rejecting Mr. Zolonz's overtures, Defendants would not have failed to properly compensate Ms. Ramirez, refused to engage her in an interactive process to accommodate her disabilities, or terminated her employment.*

Additionally, the amended complaint still alleges, contradicting itself, that Ramirez would not have been terminated "but for" her alleged disabilities. But both cannot be true, and Ramirez offers no explanation for this inconsistency. The explanation is obvious: She changed her story to avoid arbitration.

Ramirez filed her amended complaint—alleging inconsistently that *all* of her claims stemmed from the alleged sexual harassment—only after the parties' counsel conferred regarding Zolonz's

motion to compel arbitration. Ramirez's contradictory allegations are a transparent attempt to "avoid" the conclusion that the arbitration provision is valid and enforceable, and instead bring all of her claims within the EFAA.

Zolonz specifically argued to the trial court and on appeal that Ramirez's amended complaint was a sham pleading designed to avoid arbitration. Those courts, however, ignored this issue. This Court should not.

Ramirez's contradictory allegations should have been disregarded, and she should have been held to the allegations in her original complaint. Those original allegations were that she was pressured to resign and her termination arose from her alleged disability, not any alleged harassment. Ramirez's new allegations do not reflect legitimate reasons for amendments, e.g., a refinement of known facts; an attempt to state alternative liability theories based on alleged facts within the other side's peculiar knowledge; or a genuine struggle to identify the appropriate theory of recovery. To the contrary, the new allegations were a bad faith transparent attempt solely to avoid arbitration.

This Court's review, therefore, is also needed to address sham pleadings in the EFAA context.

## CONCLUSION

The EFAA exception to the FAA should not be allowed to swallow the general rule of contractual arbitrability and destroy the arbitration system that has long been in place for employment disputes for wage-and-hour and other claims.

Without this Court's intervention, plaintiffs will simply end-run their arbitration agreements by tacking meritless sexual harassment allegations onto unrelated claims. Dispute resolution will become slower and more expensive. Ultimately, all litigants will suffer from this easy path to evade arbitration. Certiorari should be granted.

Respectfully submitted,

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## **APPENDIX**

**TABLE OF APPENDICES**

	<i>Page</i>
APPENDIX A — OPINION OF THE COURT OF APPEAL OF THE STATE OF CALIFORNIA, SECOND APPELLATE DISTRICT, DIVISION FOUR, FILED SEPTEMBER 4, 2025 .....	1a
APPENDIX B — MINUTE ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, CIVIL DIVISION, FILED NOVEMBER 9, 2023 .....	14a
APPENDIX C — DENIAL OF PETITION FOR REVIEW OF THE SUPREME COURT OF CALIFORNIA, FILED DECEMBER 10, 2025 .....	20a

**APPENDIX A — OPINION OF THE COURT OF  
APPEAL OF THE STATE OF CALIFORNIA,  
SECOND APPELLATE DISTRICT, DIVISION  
FOUR, FILED SEPTEMBER 4, 2025**

IN THE COURT OF APPEAL OF THE  
STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION FOUR

B334010

(Los Angeles County Super. Ct. No. 23STCV16604)

CHRISTINA RAMIREZ,

*Plaintiff and Respondent,*

v.

LAW OFFICES OF ADAM ZOLONZ *et al.*,

*Defendants and Appellants.*

APPEAL from an order of the Superior Court of Los Angeles County, Maurice A. Leiter, Judge. Affirmed.

**INTRODUCTION**

In 2022 Congress amended the Federal Arbitration Act (9 U.S.C. § 1 et seq.) by enacting the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (EFAA; 9 U.S.C. §§ 401-402). Generally, the EFAA

*Appendix A*

renders arbitration agreements unenforceable at the plaintiff's election in sexual assault and sexual harassment cases.

Christina Ramirez sued her former employers, Adam Zolonz and the Law Offices of Adam Zolonz, APC, alleging 15 causes of action including sexual harassment, disability discrimination, and wage and hour violations. Defendants moved to compel arbitration. They acknowledged that two of Ramirez's causes of action were exempt from arbitration under the EFAA because they related to sexual harassment, but argued that Ramirez should be compelled to arbitrate her remaining claims. The trial court denied defendants' motion, and defendants appealed.

We follow the published California case law holding that because the EFAA's plain language states that arbitration may not be compelled in "a case" that relates to a sexual harassment dispute, the statute is not limited to specific causes of action. Accordingly, we affirm the trial court's denial of defendants' motion to compel arbitration.

**FACTUAL AND PROCEDURAL BACKGROUND****A. Complaint**

Ramirez filed her complaint on July 17, 2023. She alleged she had been employed by defendants from September 2022 to January 2023. She asserted that defendants racially discriminated against her because although she is of Hispanic origin, she does not speak Spanish. She also alleged that Zolonz flirted with her

*Appendix A*

and offered her gifts, but she was not interested in his advances. She alleged, “Once Mr. Zolonz caught onto Ms. Ramirez’s rejection, he became hostile toward Ms. Ramirez and began engaging in routine verbal abuse, including becoming highly critical of her work and belittling Ms. Ramirez.” The “verbal abuse” included using profanity, belittling Ramirez, and calling her stupid.

Ramirez also alleged failure to provide adequate breaks and failure to pay overtime wages. She further asserted claims for disability discrimination, alleging that a bout of back pain led to a diagnosis of kidney tumors and uterine fibroids that required “surgical intervention and extensive treatment.” Ramirez also tested positive for asymptomatic Covid, and defendants told her she could not return to work until she tested negative. Ramirez alleged, “During her absence from work following her tumor and fibroids diagnoses, the nature and tone of Defendants’ communications with Ms. Ramirez changed. Following Ms. Ramirez’s diagnoses and continuing until the end of Ms. Ramirez’s employment with Defendants, Defendants repeatedly attempted to pressure Ms. Ramirez to resign and sign a severance agreement and Defendants terminated her employment. Defendants would not have pressured Ms. Ramirez to resign her employment or terminated her employment but for her suffering from the disabilities that temporarily left her unable to work.”

Ramirez alleged 15 causes of action: 1. Hostile work environment harassment based on race and sex under Government Code, section 12940 et seq. (FEHA); 2. Discrimination based on race, sex, disability, and/or

*Appendix A*

medical condition under FEHA; 3. Failure to engage in the interactive process under FEHA; 4. Failure to accommodate under FEHA; 5. Retaliation under FEHA; 6. Retaliation in violation of Labor Code section 1102.5; 7. Retaliation in violation of Labor Code section 98.6; 8. Breach of contract; 9. Wrongful termination in violation of public policy; 10. Meal break violations; 11. Rest period violations; 12. Failure to pay overtime wages and minimum wage; 13. Failure to timely pay final wages upon cessation of employment; 14. Failure to reimburse necessary business expenses; and 15. Failure to pay sick leave benefits.

**B. First amended complaint (FAC)**

Ramirez filed her FAC on September 1, 2023 alleging the same 15 causes of action. In the FAC, Ramirez expanded her allegation that Zolonz sexually harassed her, stating, “Once Mr. Zolonz caught onto Ms. Ramirez’s rejection, he became hostile toward Ms. Ramirez and Defendants began engaging in routine verbal abuse, including levying increased and unwarranted criticism of Ms. Ramirez’s work to attempt to justify terminating her employment, belittling Ms. Ramirez, refusing to honor Ms. Ramirez’s employment contract, refusing to engage in a good faith interactive process or accommodate Ms. Ramirez when she became disabled and needed medical attention, and terminating her employment.” The FAC continued, “Ms. Ramirez refusing to reciprocate Mr. Zolonz’s flirtations is at the core of this case. But for Ms. Ramirez rejecting Mr. Zolonz’s overtures, Defendants would not have failed to properly compensate Ms. Ramirez, refused to

*Appendix A*

engage her in an interactive process to accommodate her disabilities, or terminated her employment.” The remaining allegations were essentially unchanged.

**C. Motion to compel arbitration**

Defendants moved to stay the proceedings and compel arbitration. (Code Civ. Proc, §§ 1281.2, 1281.4.) They asserted that under the arbitration provision of the employment agreement Ramirez signed when she began working for defendants, Ramirez was required to arbitrate all of her claims except her first cause of action for hostile work environment and her fifth cause of action for retaliation under FEHA, which defendants characterized as sexual harassment-based causes of action.

Defendants acknowledged that the two sexual harassment causes of action were not subject to arbitration due to the EFAA. Under that statute, “at the election of the person alleging conduct constituting a sexual harassment dispute . . . no predispute arbitration agreement . . . shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to . . . the sexual harassment dispute.” (9 U.S.C. § 402(a).)<sup>1</sup> Defendants noted that under the EFAA, “The term ‘sexual harassment dispute’ means a dispute relating to conduct that is alleged to constitute sexual harassment

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1. The EFAA also states that “[a]n issue as to whether this chapter applies with respect to a dispute shall be determined under Federal law,” and “shall be determined by a court, rather than an arbitrator.” (9 U.S.C. § 402(b).)

*Appendix A*

under applicable Federal, Tribal, or State law.” (9 U.S.C. § 401(4).) Thus, defendants conceded that the two sexual harassment causes of action were exempt, but the remaining 13 causes of action must be sent to arbitration.

Defendants acknowledged that the “law is developing on the scope of the EFAA as it relates to covered and not covered claims.” They argued that the court should find that the EFAA did not exempt the entire action from arbitration. They stated, “It was only after Defendants met and conferred with Plaintiff regarding this Motion that Plaintiff filed her [FAC] attempting to link her alleged sexual harassment to all of the other non-sexual harassment causes of action. . . . This was done by Plaintiff gratuitously because sexual harassment is not an element of the other causes of action and in an obvious attempt to avoid binding arbitration by trying to invoke the” EFAA. They argued, “This reeks of a sham pleading to avoid arbitration,” and Ramirez “should not be able to greatly expand the scope of the EFAA in this way.” They argued that the “thirteen other causes of action for race and gender discrimination, disability violations, meal and rest break violations, and wages/hour claims are subject to the binding arbitration agreement.”

**D. Opposition**

Ramirez opposed the motion. She argued, “This case is, at its core, a sexual harassment dispute and each of its tentacles relate [*sic*] to the sexual harassment dispute.” She argued that the EFAA states that no arbitration agreement “shall be valid or enforceable with respect to

*Appendix A*

*a case*” that “relates to” a “sexual harassment dispute.” (9 U.S.C. § 402(a), emphasis added.) Ramirez asserted that defendants’ attempt to exempt certain causes of action from the requirements of the EFAA contradicted all existing case law on the issue.

Defendants filed a reply in support of their motion.

**E. Ruling**

Following a hearing, the trial court denied defendants’ motion. The court noted that the EFAA “prohibits forced arbitration of ‘cases’ that ‘relate’ to a sexual assault dispute or sexual harassment dispute.” The court stated, “All causes of action in the operative complaint relate to the alleged sexual harassment of Plaintiff. Plaintiff alleges that Mr. Zolonz treated her much differently before Plaintiff made clear she was uninterested in him romantically. After she rejected his advances, Mr. Zolonz allegedly became antagonistic to Plaintiff by, among other actions, refusing her disability rights and committing Labor Code violations. Under [the EFAA], the arbitration agreement is not enforceable as to any of Plaintiff’s causes of action.”

Defendants timely appealed. (Code Civ. Proc., § 1294, subd. (a).)

**DISCUSSION**

Defendants contend the EFAA “should not apply” to Ramirez’s non-sexual harassment claims, and that Ramirez is committing EFAA “abuse” by advocating that

*Appendix A*

the EFAA bars arbitration for her entire case. Ramirez argues that under the plain language of the EFAA, defendants' motion to compel arbitration was properly denied.

Generally, we review a ruling on a petition to compel arbitration for an abuse of discretion. (*Casey v. Superior Court* (2025) 108 Cal.App.5th 575, 583 (*Casey*)). "But when, as here, the ruling presents a pure question of law (whether the EFAA applies and preempts [defendants'] motion to compel), we review the trial court's order de novo." (*Ibid.*) The burden is on the appellant to establish that the trial court committed an error that justifies reversal of the judgment. (*Jameson v. Desta* (2018) 5 Cal.5th 594, 609.)

As noted above, the EFAA states that "at the election of the person alleging conduct constituting a sexual harassment dispute . . . no predispute arbitration agreement . . . shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to . . . the sexual harassment dispute." (9 U.S.C. § 402(a).) Although there were no published California cases addressing this issue at the time the trial court decided defendants' motion to compel, several cases have since held that the EFAA applies to limit arbitration of a plaintiff's entire "case," not just particular causes of action. We agree with the reasoning of these cases.

In the first case, *Doe v. Second Street Corp.* (2024) 105 Cal.App.5th 552 (*Second Street*), the plaintiff alleged 11 causes of action, including sexual harassment and

*Appendix A*

a variety of wage-and-hour violations. The defendant employer moved to compel arbitration, arguing that the plaintiff's non-sexual harassment claims should be sent to arbitration. The Court of Appeal rejected this argument, holding, "[T]he EFAA facially applies to 'a case which . . . relates to the sexual assault dispute or the sexual harassment dispute.' (9 U.S.C. § 402(a), italics added.) By its plain language, then, the statute applies to the entire case, not merely to the sexual assault or sexual harassment claims alleged as a part of the case. It is significant, moreover, that the statute does not require that the pendant [*sic*] claims *arise out of* the sexual assault or sexual harassment dispute; it is enough that the case *relates to* the sexual assault or sexual harassment claims." (105 Cal.App.5th at p. 577.)

*Second Street* was followed by *Liu v. Miniso Depot CA, Inc.* (2024) 105 Cal.App.5th 791 (*Liu*), in which the plaintiff alleged a variety of sexual harassment and retaliation claims against a former employer. The employer asserted that only the sexual harassment claims were exempt from arbitration under the EFAA. The Court of Appeal again rejected this position. It noted that "the key word in section 402(a) is 'case.' The common meaning of the word, in the context of litigation, is an action or suit." (105 Cal.App.5th at p. 802.) The court continued, "[O]ne cannot reasonably interpret section 402(a) as invalidating an arbitration agreement only with respect to certain claims within a case. The term Congress chose—'case'—is different from the term 'claim.' [Citations.] If Congress had intended the result [the defendant] seeks, it would have used the term 'claim' instead of 'case' . . . or alternatively stated that

*Appendix A*

the arbitration provision would be unenforceable ‘only to that portion of the case related to the sexual harassment dispute.’” (*Id.* at p. 803.)

The reasoning of *Second Street* and *Liu* was followed in *Casey, supra*, 108 Cal.App.5th 575, where the employer defendant argued that the EFAA did not exempt plaintiff’s wage-and-hour claims from arbitration. The Court of Appeal held “that where a plaintiff’s lawsuit contains at least one claim that fits within the scope of the EFAA, ‘the arbitration agreement is unenforceable as to all claims asserted in the lawsuit.’” (108 Cal.App.5th at p. 588, quoting *Liu, supra*, 105 Cal.App.5th at p. 800.) The court added, “The EFAA provides that it applies to ‘a case’ (9 U.S.C. § 402(a))—as opposed to a claim—that a plaintiff brings alleging sexual harassment, meaning that the EFAA applies to an entire case.” (*Casey, supra*, 108 Cal.App.5th at p. 588.)

We agree with these cases’ reading of the EFAA, and find that the EFAA bars arbitration here. Ramirez filed an action under state law alleging sexual harassment causes of action, and her entire case “relates to” those claims because it focuses on defendants’ treatment of her as an employee. Under the EFAA, “no predispute arbitration agreement . . . shall be valid or enforceable with respect to a case which is filed under . . . State law and relates to . . . the sexual harassment dispute.” (9 U.S.C. § 402(a).) Ramirez’s case fits squarely within this statute, its plain language, and the interpretations in *Second Street*, *Liu*, and *Casey*.

*Appendix A*

Defendants argue that the reasoning of *Second Street*, *Liu*, and *Casey* is “not sound.” They urge us to instead follow *Mera v. SA Hospitality Group, LLC* (S.D.N.Y. 2023) 675 F.Supp.3d 442 (*Mera*), a ruling by a magistrate judge in the Southern District of New York. *Mera* noted that the plaintiff’s wage-and-hour claims were brought on behalf of “all non-exempt employees, including servers, bartenders, barbacks, waiters, bussers, and food runners among others, employed by Defendants’ [and who] were ‘subjected to Defendants’ decisions, policies, plans, programs, practices, procedures, protocols, routines, and rules, all culminating in a willful failure and refusal to pay them their proper wages.’” (675 F.Supp.3d at p. 448.) The court held that the EFAA applied “only with respect to the claims in the case that relate to the sexual harassment dispute. To hold otherwise would permit a plaintiff to elude a binding arbitration agreement with respect to wholly unrelated claims affecting a broad group of individuals having nothing to do with the particular sexual harassment affecting the plaintiff alone.” (*Id.* at p. 447.)

Both *Liu* and *Second Street* found the reasoning of *Mera* unpersuasive. The *Liu* court observed that “[i]n interpreting section 402(a) to invalidate an arbitration agreement ‘only to the extent that the case . . . ‘relates to’ the sexual harassment dispute’ (*Mera v. SA Hospitality Group, LLC, supra*, 675 F.Supp.3d at p. 447), the *Mera* court in effect added ‘to the extent’ to the statutory language, which contravenes the rules of statutory construction.” (*Liu, supra*, 105 Cal.App.5th at pp. 805-

*Appendix A*

806.) *Second Street* simply found *Mera* “inapposite.” (*Second Street, supra*, 105 Cal.App.5th at p. 576.) Other courts considering the scope of the EFAA have also distinguished *Mera*. (See, e.g., *Turner v. Tesla, Inc.* (N.D. Cal. 2023) 686 F.Supp.3d 917, 926 [“In contrast [to *Mera*], Turner’s workplace injury and wage claims relate only to her own experience and employment at Tesla—and are intertwined with her sexual harassment claims. I find that the arbitration agreement is unenforceable as to each cause of action in Turner’s complaint.”]; *Diaz-Roa v. Hermes Law, P.C.* (S.D.N.Y. 2024) 757 F.Supp.3d 498, 532 fn. 9 [*Mera*’s interpretation of the EFAA is impractical and “antithetical to the language of the EFAA and its protective intent”].)

Defendants further argue that legislative history of the EFAA “clearly shows that [the EFAA] was never meant to exclude non-sexual harassment claims from arbitration.” The plain language of the statute is clear, however; there is no need to examine legislative history to determine Congress’s intent. (See, e.g., *Switzer v. Wood* (2019) 35 Cal.App.5th 116, 128 [“when the language of a statute is clear, we need go no further”]; *Green v. State of California* (2007) 42 Cal.4th 254, 260 [“If the plain language of a statute is unambiguous, no court need, or should, go beyond that pure expression of legislative intent”].)<sup>2</sup>

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2. Defendants also assert that Ramirez amended her pleadings in an attempt to link unrelated claims to the alleged sexual harassment in order to bring them all under the EFAA. Defendants invoke the sham pleading doctrine to argue that Ramirez “should have been held to the allegations in her original

*Appendix A*

Defendants have not demonstrated that the trial court erred or that reversal is warranted.

**DISPOSITION**

The order denying defendants' motion to compel arbitration is affirmed. Ramirez is entitled to recover her costs on appeal.

**NOT TO BE PUBLISHED IN THE  
OFFICIAL REPORTS**

COLLINS, J.

We concur:

ZUKIN, P. J.

MORI, J.

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complaint.” In light of our holding that the EFAA applies to Ramirez’s entire “case,” not only to claims relating to sexual harassment, there is no need to address this contention.

**APPENDIX B — MINUTE ORDER OF THE  
SUPERIOR COURT OF CALIFORNIA, COUNTY  
OF LOS ANGELES, CIVIL DIVISION,  
FILED NOVEMBER 9, 2023**

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF LOS ANGELES  
Civil Division  
Central District, Stanley Mosk Courthouse,  
Department 54

**23STCV16604**

**CHRISTINA RAMIREZ vs LAW OFFICES  
OF ADAM ZOLONZ, APC, A CALIFORNIA  
CORPORATION, *et al.***

November 9, 2023  
9:00 AM

Judge: Honorable Maurice A. Leiter

Judicial Assistant: N, Marshalian  
Courtroom Assistant: J. Shuton

CSR: K. Phillips, CSR # 4425 (via LACourtConnect)  
ERM: None  
Deputy Sheriff: None

**NATURE OF PROCEEDINGS:** Hearing on Motion  
to Compel Arbitration; Hearing on Motion to Compel  
Arbitration; Trial Setting Conference

Pursuant to Government Code sections 68086, 70044, and  
California Rules of Court, rule 2,956, Karen Phillips, CSR  
# 4425, certified shorthand reporter is appointed as an

15a

*Appendix B*

official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The Court's tentative ruling is posted on the court website for parties to review.

The case is called for hearing.

The Motion to Compel Arbitration are held and argued.

After argument, the Court rules as follows:

The Court adopts the tentative ruling as the Final Order of the Court.

The Motion to Compel Arbitration filed by LAW OFFICES OF ADAM ZOLONZ, APC, ADAM ZOLONZ on 10/11/2023 is Denied.

Motion to Compel Arbitration

Moving Party: Defendants Law Offices of Adam Zolonz, APC and Adam Zolonz

Responding Party: Plaintiff Christina Ramirez

DEFENDANTS' MOTION TO COMPEL ARBITRATION IS DENIED.

DEFENDANTS TO NOTICE.

*Appendix B*

The Court considers the moving papers, opposition, and reply.

**BACKGROUND**

On September 1, 2023, Plaintiff filed a complaint against Defendants, asserting 15 causes of action for Labor Code and FEHA violations.

**ANALYSIS**

“On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party thereto refuses to arbitrate a controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists....” (CCP § 1281.2.) The right to compel arbitration exists unless the court finds that the right has been waived by a party’s conduct, other grounds exist for revocation of the agreement, or where a pending court action arising out of the same transaction creates the possibility of conflicting rulings on a common issue of law or fact. (CCP § 1281.2(a)-(c).) “The party seeking arbitration bears the burden of proving the existence of an arbitration agreement, and the party opposing arbitration bears the burden of proving any defense, such as unconscionability.” (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 236.)

*Appendix B***A. Existence of Arbitration Agreement and Applicable Law**

Defendants move to compel arbitration based on the Dispute Resolution Agreement executed by Plaintiff on September 6, 2022. (Deci. Zolonz, Exh. A.) The agreement provides, “I and Law Offices of Adam Zolonz, APC (“the Firm”) agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to my application for employment and/or employment with the Firm.” (Id.) The agreement states that it is governed by the FAA.

Defendants have met their burden to establish an agreement to arbitrate. The burden shifts to Plaintiff to establish any defenses to enforcement.

**B. Enforceability of Agreement**

Plaintiff asserts that the agreement is unenforceable under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (“EFASASHA”), which provides, “...at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute, or the named representative of a class or in a collective action alleging such conduct, no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute.” (9 U.S.C. § 402(a)).

*Appendix B*

Plaintiff alleges Defendant made unwanted sexual advances toward her. Plaintiff claims she refused these advances and Defendant committed the FEHA and Labor Code violations in response. Plaintiff asserts the entire action should be exempt from arbitration under EFASASHA. Defendant argues that only the first and fifth causes of action for sexual harassment and retaliation in violation of FEHA are subject to the Act.

No California Court of Appeal cases address this issue; both parties cite only New York federal district court cases in their favor. EFASASHA prohibits forced arbitration of “cases” that “relate” to a sexual assault dispute or sexual harassment dispute. Plaintiff alleges,

Upon hiring Ms. Ramirez, Mr. Zolonz would frequently flirt with Ms. Ramirez. Mr. Zolonz would offer Ms. Ramirez gifts like purses, bonuses, and field side Los Angeles Rams tickets while flirting with Ms. Ramirez. Ms. Ramirez was uncomfortable with this behavior but was afraid to directly confront Mr. Zolonz. Instead, Ms. Ramirez would try to politely rebuff Mr. Zolonz’s advances. Ms. Ramirez also prominently displayed a photo of her boyfriend on her desk to further indicate her lack of romantic interest in Mr. Zolonz. Once Mr. Zolonz caught onto Ms. Ramirez’s rejection, he became hostile toward Ms. Ramirez and Defendants began engaging in routine verbal abuse, including levying increased and unwarranted criticism of Ms. Ramirez’s work to attempt to justify terminating her employment, belittling Ms. Ramirez, refusing to honor Ms. Ramirez’s employment contract, refusing to engage in a good faith interactive

*Appendix B*

process or accommodate Ms. Ramirez when she became disabled and needed medical attention, and terminating her employment.

(FAC 13.)

All causes of action in the operative complaint relate to the alleged sexual harassment of Plaintiff. Plaintiff alleges that Mr. Zolonz treated her much differently before Plaintiff made clear she was uninterested in him romantically. After she rejected his advances, Mr. Zolonz allegedly became antagonistic to Plaintiff by, among other actions, refusing her disability rights and committing Labor Code violations. Under EFASASHA, the arbitration agreement is not enforceable as to any of Plaintiff's causes of action.

Defendants' motion is DENIED.

Moving party to give notice.

The Trial Setting Conference is held.

The Court and counsel confer regarding the status of the case and appeal.

Trial Setting Conference is scheduled for 01/12/2024 at 08:30 AM in Department 54 at Stanley

Mosk Courthouse.

Notice is waived as to the Trial Setting Conference.

20a

**APPENDIX C — DENIAL OF PETITION FOR  
REVIEW OF THE SUPREME COURT OF  
CALIFORNIA, FILED DECEMBER 10, 2025**

**IN THE SUPREME COURT OF CALIFORNIA**

**En Banc**

Court of Appeal, Second Appellate District,  
Division Four - No. B334010

**S293079**

CHRISTINA RAMIREZ,

*Plaintiff and Respondent,*

v.

LAW OFFICES OF ADAM ZOLONZ *et al.*,

*Defendants and Appellants.*

The petition for review is denied.

The request for an order directing publication of the  
opinion is denied.

**GUERRERO**  
*Chief Justice*