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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11
12 ARTURO B. AMAYA, on behalf of himself
and all others similarly situated, and the
13 general public,

14 *Plaintiff,*

15 v.

16 FIG LEASING CO., INC., a California
corporation; APPLEONE, INC., a California
17 corporation; and DOES 1 through 50,
18 inclusive,

19 *Defendants.*

Case No.: 23STCV22091

*[Assigned for all purposes to the Hon.
Samantha P. Jessner, Dept. 7]*

**PLAINTIFF'S SUPPLEMENTAL
BRIEFING IN SUPPORT OF *EX PARTE*
APPLICATION FOR CLARIFICATION
OF THIS COURT'S FEBRUARY 3, 2025,
ORDER GRANTING IN PART AND
DENYING IN PART DEFENDANT'S
MOTION TO COMPEL ARBITRATION**

*[Filed concurrently with Declaration of David
Keledjian and [Proposed] Order]*

Hearing Date: May 29, 2025
Time: 9:00 AM
Location: Dept. 7

Complaint Filed: September 13, 2023
FAC Filed: November 20, 2023
SAC Filed: July 24, 2024

1 Plaintiff Arturo B. Amaya (“Plaintiff”) submits this supplemental briefing in support of his *ex*
2 *parte* application filed on April 23, 2025:

3 **I. PLAINTIFF’S ATTEMPTED MEET AND CONFER EFFORTS**

4 In its opposition, Defendant FIG Leasing Co., Inc. (“Defendant” or “FIG Leasing”)
5 contends that Plaintiff Arturo B. Amaya (“Plaintiff”) delayed in filing this *ex parte* application for
6 clarification and offers no justification for the timing. However, Defendant’s argument ignores
7 critical facts. Firstly, Plaintiff diligently attempted to meet and confer with Defendant on multiple
8 occasions regarding the scope of the stay, demonstrating a good-faith effort to resolve the issue
9 without burdening the Court. (See Declaration of David Keledjian Filed Concurrently With
10 Plaintiff’s *Ex Parte* Application, “Keledjian Decl.,” ¶ 7, Exhibit C.) Yet despite these efforts,
11 Defendant repeatedly failed to provide a clear or definitive response regarding its position. (*Id.*)
12 Defendant’s evasiveness effectively left Plaintiff with no choice but to seek the Court’s
13 intervention.

14 Moreover, Defendant’s own conduct contributed directly to any alleged delay. Plaintiff
15 should not be penalized for attempting to exhaust informal resolution efforts before resorting to
16 judicial involvement, especially when those efforts were met with ambiguity and obstruction.
17 Defendant’s argument that Plaintiff’s application is untimely lacks merit, as it was Defendant’s
18 lack of cooperation and transparency that necessitated this filing. Under these circumstances,
19 Defendant’s objection to the timing of the motion is not only unfounded but disingenuous. Plaintiff
20 acted reasonably and prudently in waiting for a clear response before burdening the Court with this
21 issue, and thus the application should be considered timely and appropriate.

22 In its opposition, Defendant states that the Court specifically stated during the hearing,
23 “Assuming that I adopt the tentative, then the matter is going to be stayed, as stated at the end” of
24 the tentative ruling. (Sullivan decl., ¶ 3, Ex. 2, 22:14–15.)” (See Defendant’s Opposition to Plaintiff’s
25 *Ex Parte* Application, “Defendant’s Opposition,” pg. 4, ¶ 1—12.) However, at the end of the hearing,
26 after Plaintiff’s counsel made a showing for the need for clarification on the stay, the Court accepted
27 Plaintiff’s counsels need for clarification and ordered the Parties to stipulate as to what recovery is
28 sought against who. (See *Id.* pg. 25–26, ¶ 28–11.) This stipulation was necessary in order to make

1 clear that this case should not be stayed as to Defendant FIG Leasing. Thus, it was necessary for
2 Plaintiff to bring this *ex parte* application given Defendant’s failure to meet and confer regarding a
3 stipulation.

4 **II. THE FAA ISSUE IS TANGENTIAL AND IRRELEVANT; THIS COURT ALREADY**
5 **HELD THAT THE ARBITRATION AGREEMENT DID NOT APPLY TO DEFENDANT**
6 **FIG LEASING**

7 Even assuming the Federal Arbitration Act (“FAA”) governs the arbitration agreement at
8 issue, this instant court found that the arbitration agreement **does not apply** to FIG Leasing. While
9 it is generally true that when parties are compelled to arbitrate their individual claims, the
10 corresponding representative Private Attorneys General Act (“PAGA”) representative action is
11 stayed as to that defendant, that principle does not apply here.

12 As an initial matter Plaintiff was never compelled to arbitrate his claims against FIG Leasing.
13 As this Court already found, Defendant AppleOne’s arbitration agreement did not cover Plaintiff’s
14 direct employment relationship with FIG Leasing beginning August 29, 2022. Therefore, the FAA’s
15 applicability is irrelevant. The pending claims at stake in this litigation are both individual and class
16 wage and hour claims, along with Plaintiff’s individual and representative PAGA claims against
17 FIG Leasing. Regardless of whether the FAA governs arbitration agreements in other contexts, the
18 Court has already determined that the arbitration agreement at issue is inapplicable to Plaintiff’s
19 direct employment claims against Defendant FIG Leasing. Moreover, Defendant’s Opposition
20 mischaracterizes Plaintiff’s failure to object to the FAA’s governance of the arbitration agreement
21 as Plaintiff’s concession that the FAA governs the entirety of this litigation, which is simply not true.
22 (*See* Defendant’s Opposition, pg. 4, ¶ 7–8.) Thus, the period of direct employment between Plaintiff
23 and Defendant FIG Leasing — which is central to this case — is unaffected by any arbitration
24 agreement, and there is no basis to stay these proceedings as to Defendant FIG Leasing. Given this
25 posture, prompt clarification is essential to avoid further delay and prejudice to Plaintiff.

26 **III. RECENTLY ENACTED C.C.P. §1294(a) EXPRESSLY PROHIBITS THE STAY**

27 The California legislature already resolved the issue before this Court, prohibiting the
28 requested stay, and codified under the recently amended portion of C.C.P. § 1294(a).

1 Section 1294 now provides:

2 “An aggrieved party may appeal from:

3 (a) An order dismissing or denying a petition to compel arbitration. Notwithstanding Section
4 916, the perfecting of such an appeal **shall not automatically stay any proceedings in the trial**
5 **court** during the pendency of the appeal.” (Emphasis added.)

6 Defendant has articulated no argument to circumvent the plain language of Subsection
7 above.

8 **IV. PLAINTIFF HAS GOOD CAUSE TO REQUEST THIS CLARIFICATION AND**
9 **WILL SUFFER PREJUDICE IF THE CASE IS STAYED**

10 Plaintiff seeks emergency relief based on the current appeal pending before the Second
11 District Court of Appeal. Because appeals of this nature do not automatically stay proceedings in
12 the trial court, it is critical for Plaintiff to obtain clarification as to whether his claims against
13 Defendant FIG Leasing are stayed. This case, originally filed on September 13, 2023, has already
14 been delayed for nearly two years due to ongoing disputes regarding arbitration, and further delay
15 would severely prejudice Plaintiff and the proposed class.

16 Plaintiff will suffer immediate and irreparable harm if the proceedings are stayed pending
17 arbitration or appeal. Plaintiff not only asserts his own claims against Defendant FIG Leasing but
18 also represents a putative class of individuals who were similarly employed by Defendant FIG
19 Leasing. In order to effectively prosecute these claims, Plaintiff must conduct depositions and
20 interviews of class members. Each passing day risks the loss of crucial evidence, as potential class
21 members may leave the company and Defendant FIG Leasing’s financial circumstances may change
22 — all of which could jeopardize the ability to obtain meaningful relief for the class.

23 Given these circumstances, prompt clarification is not only warranted but necessary to
24 preserve Plaintiff’s and the class members’ rights and to avoid further prejudice caused by
25 unnecessary delay.

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1 **V. CONCLUSION**

2 For the reasons stated above, Plaintiff respectfully requests the Court clarify the scope of its
3 February 3, 2025, Order Granting in Part and Denying in Part Defendant's Motion to Compel
4 Arbitration.

5 Dated: May 2, 2025

D.LAW, INC.

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9 David Yermian
10 David Keledjian
11 Svetlana Hovhannisyan
12 Attorneys for Plaintiff
13 ARTURO B. AMAYA, and the putative class
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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

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☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Brent Insua