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IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

JUAN SARAVIA, individually and on  
 behalf of all others similarly situated,

Plaintiff,

v.

DYNAMEX, INC., DYNAMEX FLEET  
 SERVICES, LLC, DYNAMEX  
 OPERATIONS EAST, LLC, and  
 DYNAMEX OPERATIONS WEST, LLC,

Defendants.

No. C 14-05003 WHA

**ORDER GRANTING  
 PLAINTIFF'S MOTION  
 FOR LEAVE TO FILE AN  
 AMENDED COMPLAINT  
 AND SEEKING FURTHER  
 SUPPLEMENTAL BRIEFING**

For good cause shown, plaintiff's unopposed motion for leave to file an amended complaint is hereby **GRANTED**.

Meanwhile, the Court has reviewed the parties' submissions following limited discovery and is continuing to work on defendant's motion to compel arbitration and plaintiff's motion to facilitate notice. The Court seeks further information on several issues that pertain to the pending motions. By **SEPTEMBER 2, AT NOON**, the parties shall each submit briefs **NOT TO EXCEED FIFTEEN PAGES**, double-spaced with no footnotes and limited single-spaced material that respond to the supplemental briefs already submitted. Please also address the following:

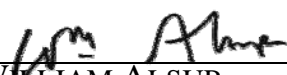
- Does Texas law or California law apply to questions of unconscionability? In addressing this issue, the parties shall specifically address whether Texas law conflicts with any "fundamental policy" of California law that pertains to enforcement of the delegation clause in particular, as well as the other unconscionability arguments raised by plaintiff.

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- What is the role of each of the three agreements between Dynamex West and plaintiff or JJ Express as a basis for plaintiff's claims?
- Assuming *arguendo* that the delegation clause of the 2011 agreement is enforceable, but the incorporation of the AAA rules in the 2012 agreement is not, what relief is appropriate?
- Assuming *arguendo* that the Court finds incorporation of the AAA rules can only be "clear and unmistakable" evidence of intent to delegate the issue of arbitrability where the parties involved are "sophisticated," should plaintiff be considered "sophisticated" according to the facts in the record?

**IT IS SO ORDERED.**

Dated: August 24, 2015.

  
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WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE