

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NICK MILETAK,

Plaintiff,

v.

COMPASS AIRLINES LLC, et al.,

Defendants.

Case No. 17-cv-05052-VC

**ORDER GRANTING MOTION TO
COMPEL ARBITRATION AND
DISMISS ACTION**

Re: Dkt. No. 10

Nick Miletak entered into an arbitration agreement with Compass Airlines upon employment with Compass. That agreement covers the claims he has brought in this lawsuit.

The arbitration agreement includes a waiver of class actions, collective actions, and representative actions. *See* Dkt. No. 12 at 11, 20-21. This clause is illegal under *Morris v. Ernst & Young, LLP*, 834 F.3d 975, 983 (9th Cir. 2016), *cert. granted*, 137 S. Ct. 809 (2017). But because the term is invalid under a general contract defense that does not target arbitration, it does not operate to invalidate the entire arbitration provision. *Id.* at 985.

The remaining aspects of the arbitration agreement between Miletak and Compass are not unconscionable, and thus enforceable. Though "[o]rdinary contracts of adhesion . . . contain a degree of procedural unconscionability," the doctrine of unconscionability requires both a finding of procedural unconscionability and substantive unconscionability. *Baltazar v. Forever 21, Inc.*, 62 Cal. 4th 1237, 1244 (2016). The contract here does not include any substantively unconscionable provisions.

The motion to compel arbitration is therefore granted and the case is dismissed.

IT IS SO ORDERED.

Dated: November 7, 2017



VINCE CHHABRIA
United States District Judge