

A solid yellow right-angled triangle pointing towards the top-left corner.

**BLOGS**  
Arbitration

## California Federal Court Upholds Agreement to Arbitrate

In *Roberts v. Synergistic Int'l*, 2009 WL 3642776 (E.D. Cal. Oct. 30, 2009), Synergistic (which operates as the franchisor for the Glass Doctor franchise system) moved to compel arbitration after the franchisee sued claiming, among other things, that Synergistic breached the parties' franchise agreement by failing to provide proper training, adequate support, and an effective advertising campaign. The franchisee argued that the arbitration provision was unenforceable because there was no "meeting of the minds" between the parties. It also argued that the arbitration, choice of law, jurisdiction, and choice of forum provisions were accompanied by statements that the provisions may not be enforceable under California law. After reviewing the franchise agreement and accompanying addendum, the court concluded that, although there was no "meeting of the minds" as to the forum, jurisdiction, and choice of law clauses, the parties did agree to arbitrate. The franchisee also argued that the arbitration clause was unconscionable. The court dismissed that claim because the franchisee had not alleged sufficient facts to support a finding of unconscionability.