

CMCP • 2026 ANNUAL BUSINESS CONFERENCE

B3 – California Employment Law Flashpoints

Arbitration, DEI Risk, and Accommodation Challenges in 2026

ROOM: ILLUMINATION

4:15 PM – 5:30 PM

MCLE CREDIT CODE:

B3ABC26

MEET THE PANEL

SPEAKERS



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PLEASE NOTE

DISCLAIMER

All opinions expressed by participants are solely their current opinions and do not reflect the opinions of CMCP, their respective employer, parent companies, law firms, or affiliates.

In the interest of providing a space for robust candid conversation and dissenting views on sensitive topics, we respectfully ask attendees to exercise respect for others and to maintain confidentiality during and after this session.



MCLE CREDIT INFORMATION

SESSION TITLE

CALIFORNIA EMPLOYMENT LAW FLASHPOINTS

MCLE CATEGORY

General Credit

1.25

MCLE CREDITS

Total credit hours available for
attending this session

SESSION CODE:

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B3: CALIFORNIA EMPLOYMENT LAW FLASHPOINTS

ARBITRATION, DEI RISK, AND ACCOMMODATION CHALLENGES IN 2026



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■ Recent Updates in Employment Arbitration

- Arbitration agreements that don't meet the **Armendariz** standards will not be saved by severing unconscionable provisions

Armendariz v. Foundation Health Psychcare Services, Inc., 24 Cal. 4 th 83 (2000)

- **Cluck v. GEO Secure Services LLC,**
122 Cal. App. 5 th 249 (4 th Dist. 2026)
—unconscionable

- **Fuentes v. Empire Nissan, Inc.,**
19 Cal. 5th 93 (2026)—no mutuality

- How the right to arbitrate can be waived,

and

The reach of the Ending Forced Arbitration
of Sexual Assault and Sexual Harassment Act (EFAA)

**Mitchell v. Lilac Solutions, Inc. et al., ____
Cal. App. 5 th ____, 2026 WL 2443955,
(First Dist. August 20, 2026)**

- Can an employee litigate in arbitration and then invoke the EFAA to move the action to court?

**Ding v. Structure Therapeutics, ____ F.4 th ____,
2026 WL 2420555 (9 th Cir. 2026)**

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■ DEI in Trump 2.0

- Current Topics in Disability and Religious Accommodation

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■ Hypothetical Part #1:

HR reaches out to you for advice on the following:

Second shift team lead employee George Temple has approached HR with a request for an accommodation to leave work early (4pm) two days a week to lead Bible study for his church.

Manager would like to deny the request because that would leave the second shift without a supervisor, given that the other second shift team lead Susie Caregiver has already been granted a recurring accommodation to leave work early to support their wife's ongoing twice weekly cancer treatment.

HR asks for your guidance in how to proceed.

■ Hypothetical Part #2:

HR has reported that Susie Caregiver has filed a complaint against George Temple alleging that he has been harassing her on the basis of her leadership in the LGBTQ Employee Resource Group, repeatedly telling her that her politics have no place in the workplace and that all ERGs should not exist because he does not feel welcome in the ERGs as a white, cisgender male.

HR requests your guidance in planning and preparing for the investigation.

■ Hypothetical Part #3:

Both Susie Caregiver and George Temple file lawsuits, naming the Company and each other as individual defendants; Susie Caregiver's complaint alleges sexual orientation discrimination while George Temple's complaint asserts religious discrimination.

The company successfully moves to compel both cases to arbitration.

Ten months into arbitration, Susie alleges George made sex-based comments about her leadership and treatment of women, and management allegedly relied on gendered characterizations when responding to her complaints. Susie seeks to amend her allegations to assert a sex-based hostile-work-environment claim and elects to pursue her case in court under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act.

- Question: What facts determine whether Susie discovered a plausible sexual-harassment dispute during arbitration and may elect to proceed in court under the EFAA?

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THANK YOU

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UP NEXT:

MEET AND GREET THE GCs

CLOSING RECEPTION

TIME

5:30 PM

LOCATION

CENTENNIAL TERRACE

JOIN THE CONVERSATION

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