

Employee Was Bound By Customer Arbitration Agreement For Off-Duty Ride

California Employment Law on September 22, 2026

***Wilkins v. Cruise, LLC*, 121 Cal. App. 5th 927 (2026)**

A Cruise employee was injured while riding in one of the company's autonomous vehicles, but he was off duty and using the ride-hailing service as a customer. He sued Cruise and related entities, which sought arbitration under both his employment agreement and the Terms of Service associated with his customer account. The trial court denied arbitration, concluding that Cruise had not established assent to the online arbitration provision and that claims against the related entities created a risk of inconsistent rulings. The Court of Appeal reversed and directed the trial court to compel arbitration. Cruise's sign-in wrap process placed users on inquiry notice because an uncluttered screen stated in prominent type that continuing meant agreement to the Terms of Service, displayed the hyperlinks in contrasting orange text, and required the user to click a conspicuous button to proceed. The related entities were also covered by the arbitration agreement because the complaint alleged that the defendants were agents, joint venturers, and alter egos, and the agreement covered Cruise affiliates.

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