



Superior Court of California
County of Mendocino

Civil Law & Motion or Probate Tentative Ruling for the following:

Case Name: IVAN EYES HUERTA et al. vs. AMERICAN HONDA MOTOR CO., INC., THURSTON AUTO PLAZA, INC., THURSTON AUTO GROUP, INC., DOES 1-9

Case Number: 24CV01166

Hearing Date: 10/10/2025

Prior to a Civil Law & Motion or Probate hearing, the Court may issue a tentative ruling (CRC 3.1308). After reviewing the issued tentative ruling, a party may request to present oral argument and must notify both opposing parties and the Court no later than 4:00 p.m. on the court day before the hearing of their intent to appear. Notice to the Court should be sent by e-mail to tr@mendocino.courts.ca.gov. The tentative ruling will become the ruling of the Court if oral argument has not been requested timely. The prevailing party must prepare and submit a proposed order unless an order that is consistent with the tentative decision has been previously lodged (Local Rule 2.6).

Tentative Ruling is as Follows:

Defendants' Thurston Auto Plaza, Inc. and Thurston Auto Group Inc. Motion to Compel Arbitration.

The Court has reviewed the moving papers, the declarations of Jason Thurston and Thomas Crowell, Esq., and the *Request for Judicial Notice*, all filed on August 22, 2025. The Court has also reviewed the opposition of plaintiff and the *Declaration of Brian Shippen-Murray Esq. in Support of the Opposition*. Finally, the Court reviewed the reply memoranda of the moving parties and the subsequent declaration of Thomas Crowell.

TENTATIVE RULING:

Request for Judicial Notice filed August 22, 2025 – granted.

The moving parties have not waived the right to arbitrate. The recent case of *Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562 established the following factors the Court must consider in determining whether a party has waived its right to arbitration:

1. Whether the waiving party knew of the contractual right to arbitrate;
2. Whether the waiving party intentionally relinquished or abandoned that right. The intentional relinquishment or abandonment of the right may be proved by evidence of words expressing an intent to relinquish the right or of conduct that is so inconsistent with an intent to enforce the contractual right as to lead a reasonable factfinder to conclude that the party has abandoned it.



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To establish waiver, the party opposing enforcement of the contractual agreement must prove these elements by clear and convincing evidence.

Plaintiff has not submitted sufficient evidence, using this standard, for the Court to find that the moving parties have intentionally relinquished their right to arbitrate. The declaration of Crowell filed on October 3, 2025, persuasively undermines the vague assertions of litigation activity referenced in Shippen-Murray's declaration. There is no evidence before the Court of motion practice and no evidence that discovery has been initiated. Waiver has not been proven. To the extent that plaintiffs rely on the passage of time to show waiver, the amount of time that has passed given the lack of any significant litigation activity, does not support a conclusion that defendants intentionally relinquished their right to arbitrate.

If the motion is to be granted, it shall be granted as to both Thurston Auto Group Inc and Thurston Auto Plaza Inc. Plaintiffs have alleged that each of these parties are parties to the contract containing the arbitration provision. Logic and the principle of equitable estoppel preclude plaintiff from barring the non-signatory its right to arbitration. The allegations in the complaint support an order compelling arbitration with both Thurston Auto Group, Inc. and Thurston Auto Plaza Inc.

A countervailing consideration is that American Honda Motor Co., is a party to this lawsuit but is not a party to the contract containing the arbitration provision. American Honda has not stated any position as to the motion before the Court. However, before the Court can grant the motion to compel arbitration, it must consider CCP§1281.2(c). And, if arbitration is compelled, the Court must determine whether to stay arbitration until this case is concluded or stay this matter until arbitration is concluded. The Court needs to hear the parties' respective positions on these considerations.

Therefore, all parties are ordered to attend the hearing to address these issues as well as any others arising out of the petition to compel arbitration.