

SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

Tentative Ruling

**2025CUBC055350: DEBORAH K. CARROLL vs MERCEDES-BENZ USA, LLC, A
DELAWARE LIMITED LIABILITY COMPANY, et al.**

03/02/2026 in Department 44

Motion to Compel BINDING ARBITRATION AND MOTION TO STAY ACTION

Effective **January 5, 2026**, Judge Charmaine H. Buehner and all cases previously assigned to Department J4 at the Juvenile Justice Center in Oxnard transferred to Department 44, located at the Hall of Justice, 800 South Victoria Avenue, Ventura, California 93009.

Department Rules. Parties and counsel shall follow the Department 44 rules and Zoom protocols, available at <https://ventura.courts.ca.gov/department-44>.

Remote Appearances. The Court allows Zoom appearances as a courtesy to parties and counsel. The Court does not accommodate Court Call appearances.

BEFORE FEBRUARY 23, 2026: Provide notice of your intent to appear remotely via Zoom by 4 p.m. the court day before each hearing by email at courtroom44@ventura.courts.ca.gov, with a subject line that includes “NOTICE TO APPEAR VIA ZOOM.”

ON AND AFTER FEBRUARY 23, 2026: Register for each court appearance by 4:00 p.m. the day before your hearing:<https://ventura-courts-ca.zoom.us/meeting/register/iqN7uhQSQMuOqs-9TQXgEQ>.

You will be denied remote entrance to the hearing if you do not timely notify/register to appear via Zoom by 4:00 p.m. the court day before your hearing. No advance notice is required to appear in person.

Tentative Rulings. Oral argument should address the tentative decision. To submit on the tentative decision, email courtroom44@ventura.courts.ca.gov before 8:00 a.m. on the hearing date, copying all other parties, Use the subject line “SUBMISSION ON TENTATIVE”, [Case Number], [Case Title] and [Party]. If not all parties submit, the hearing will proceed, and the tentative ruling may change.

The Court may adopt, modify or reject the tentative ruling after hearing. The tentative ruling has no legal effect unless and until adopted by the Court.

Motion: Defendant Mercedes-Benz USA, LLC’s Motion to Compel Binding Arbitration and Motion to Stay Action

Tentative Ruling:

Defendant Mercedes-Benz USA, LLC’s Motion to Compel Binding Arbitration and Motion to Stay Action is **GRANTED**. The Court sets a status conference regarding arbitration on **March 1, 2027, at 8:30 a.m.** The parties are ordered to file a joint statement concerning the status of the case at least five court days in advance of the conference.

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Defendant has established the existence of a valid arbitration agreement contained in the Motor Vehicle Lease Agreement signed by Plaintiff. (Code Civ. Proc., § 1281.2; *Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 164.) Although Defendant is a non-signatory, the arbitration provision expressly identifies Defendant as a third-party beneficiary and authorizes third-party beneficiaries to compel arbitration. This language demonstrates that a motivating purpose of the parties was to permit enforcement by Defendant and satisfies the requirements for third-party beneficiary enforcement. (*Goonewardene v. ADP, LLC* (2019) 6 Cal.5th 817, 829-830; Civ. Code, § 1559.)

The Court further finds that the Lease Agreement is not unconscionable. At most, there is a low degree of procedural unconscionability, and Plaintiff identifies no substantively unconscionable terms. (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 114; *Ramirez v. Charter Communications, Inc.* (2024) 16 Cal.5th 478, 494.)

The arbitration provision also contains clear and unmistakable language relating to interpretation and other issues, including issues relating to the arbitration provision and arbitrability of any issue. Given that Defendant may enforce the agreement, the Court therefore delegates the remaining issues for decision by the arbitrator. (*Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880, 892; *Bruni v. Didion* (2008) 160 Cal.App.4th 1272, 1286.)

Finally, the *Ford Motor Warranty Cases* does not preclude arbitration here because here, unlike in that case, the Lease Agreement expressly authorizes enforcement by third-party beneficiaries. (*Ford Motor Warranty Cases* (2025) 17 Cal.5th 1122, 1129–1130.) An arbitration agreement similar to the one at issue was recently enforced in federal court. (See *Avilez v. Mercedes-Benz USA LLC* (C.D. Cal., Dec. 23, 2025) 2025 WL 3769257.) In the *Avilez* case, the Central District distinguished the arbitration motion brought by Mercedes-Benz noting that in the *Ford Motor Warranty* “court's conclusion was based solely in principles of estoppel, not the third-party beneficiary exception. The [*Ford Motor Warranty Cases*] court did not address the third-party beneficiary exception because ‘nothing in the agreement between plaintiffs and the seller dealers expressed an intent to empower third parties to invoke the arbitration clause.’ *Id.* at 1129. Here, by contrast, the Lease Agreement explicitly designated Defendant as a third-party beneficiary and stated that third-party beneficiaries could invoke the arbitration clause.¹ The third-party beneficiary exception is therefore applicable, and the Court need not decide the applicability of the estoppel exception discussed in *Ford Motor Warranty Cases*.” (*Id.* at *3)

For these reasons, the Court grants the motion and stays the action pending arbitration. (Code Civ. Proc., § 1281.4.)

Counsel for Defendant is ordered to give notice of the Court’s ruling.