SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

Tentative Ruling

2026CUBC064473: ANDREW SKLOV, et al. vs HYUNDAI MOTOR AMERICA., A CORPORATION
08/31/2026 in Department 44
Petition to Compel Arbitration by HYUNDAI MOTOR AMERICA

Department Rules. Parties and counsel shall follow the Department 44 rules and Zoom protocols, available at https://www2.ventura.courts.ca.gov/Courtroom/C44.

Remote Appearances. The Court allows Zoom appearances as a courtesy to parties and counsel. The Court does not accommodate Court Call appearances. **You MUST register by 3:00 p.m. the court day before your hearing or you will be DENIED entry to the hearing:**

ZOOM Registration Link:

https://ventura-courts-ca.zoom.us/meeting/register/iqN7uhQSQMuOqs-9TQXgEQ

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 Hyundai Motor America's Motion to Compel Arbitration and for Stay of Proceedings

Tentative Ruling:

While it is unnecessary for a party to request judicial notice of a pleading on file in the same action, HMA's request for judicial notice of Plaintiffs' Complaint filed April 13, 2026 is GRANTED pursuant to Evidence Code section 452, subdivision (d). The Court DENIES HMA's request for judicial notice of the Hyundai 2020 Owner's Handbook & Warranty Information pursuant to Evidence Code section 452, subdivision (h), is DENIED. The Warranty Booklet is not properly noticeable under subdivision (h), and it is already before the Court as Exhibit C to the declaration of Anthony Goel.

Defendant Hyundai Motor America's Motion to Compel Arbitration and for Stay of Proceedings is GRANTED in part and DENIED in part without prejudice.

Plaintiffs Andrew Sklov and Jennifer E. Sklov and Defendant Hyundai Motor America are ordered to submit Plaintiffs' second cause of action for violation of Business and Professions

Code section 17200 to binding arbitration in accordance with the arbitration provision contained in HMA's 2020 Owner's Handbook & Warranty Information.

To the extent Plaintiffs seek public injunctive relief that is nonwaivable under *McGill v. Citibank, N.A.* (2017) 2 Cal.5th 945, that request is not ordered to arbitration and remains before the Court.

HMA's motion to compel Plaintiffs' first cause of action under the Magnuson-Moss Warranty Act is DENIED without prejudice. HMA's moving memorandum and supporting declaration expressly quote the arbitration provision as excluding claims brought under the Magnuson-Moss Warranty Act, while the Warranty Booklet attached as Exhibit C does not contain that exclusion. HMA has not acknowledged or resolved that material discrepancy and therefore has not adequately established on the present motion that the first cause of action is subject to arbitration.

The entire action, including Plaintiffs' first cause of action and any request for nonwaivable public injunctive relief remaining before the Court, is STAYED pursuant to Code of Civil Procedure section 1281.4 pending completion of arbitration or further order of the Court.

HMA's request for $444.95 in costs is DENIED without prejudice.

Defendant Hyundai Motor America shall give notice.

I. Background

A. Factual Background

Plaintiffs Andrew Sklov and Jennifer E. Sklov ("Plaintiffs") allege that on or about September 20, 2019, they acquired a 2020 Hyundai Palisade, VIN KM8R44HE2LU059661 ("Subject Vehicle"), for personal, family, or household purposes. They allege Defendant Hyundai Motor America ("HMA") issued an express warranty in connection with the vehicle and warranted that the vehicle would be free from defects in materials, nonconformities, and workmanship during the applicable warranty period and that HMA would repair covered defects. (Compl., ¶¶ 5-8.)

Plaintiffs allege that when the Subject Vehicle exhibited defects or malfunctions, they notified HMA through HMA-authorized service and repair facilities and attempted to invoke the applicable warranties by requesting warranty repairs. They allege HMA failed to conform the vehicle to warranty despite a reasonable amount of time and a reasonable number of attempts. (Compl., ¶¶ 9-12.)

The first cause of action alleges violation of the federal Magnuson-Moss Warranty Act ("MMWA"). Plaintiffs allege HMA breached written and implied warranties, that the vehicle was presented for warrantable repairs to an authorized Hyundai dealership, and that HMA failed to repair the vehicle in conformity with the warranty. (Compl., ¶¶ 13-23.)

The second cause of action alleges violation of Business and Professions Code section 17200. Plaintiffs allege HMA engaged in unlawful, unfair, and fraudulent practices concerning defective vehicles, warranty repairs, consumer warranty rights, and related conduct. (Compl., ¶¶ 24-44.) The UCL allegations extend beyond Plaintiffs personally: the complaint alleges injury to consumers, the sale of allegedly defective vehicles to the general public, continuing unlawful conduct, and practices affecting Plaintiffs "and other members of the public." (Compl., ¶¶ 31-41.)

Among other relief, Plaintiffs seek rescission, restitution, actual and consequential damages, attorney fees, injunctive relief, an accounting of monies received through allegedly unfair competition, and an order requiring HMA to abstain from further unfair business practices.

B. The Arbitration Provision

HMA submits the declaration of Anthony Goel, a Manager of Executive Case Management. Goel states that California vehicles sold through authorized Hyundai dealerships include the applicable Owner's Handbook & Warranty Information in the vehicle's glovebox materials and that the booklet is provided to the customer at sale. He states that the 2020 Warranty Booklet applicable to Plaintiffs' Palisade was provided with the Subject Vehicle. (Goel Decl., ¶¶ 2, 5-7.)

The Warranty Booklet contains a section headed in bold capital letters, "BINDING ARBITRATION FOR CALIFORNIA VEHICLES ONLY," followed by the warning, "PLEASE READ THIS SECTION IN ITS ENTIRETY AS IT AFFECTS YOUR RIGHTS." (Goel Decl., Ex. C.)

The actual provision in Exhibit C provides, in relevant part, that if the customer purchased or leased a Hyundai vehicle in California, disputes between the customer and HMA related to the vehicle purchase, use, warranty, warranty representations or duties, failure to conform the vehicle to warranty, failure to repurchase or replace the vehicle, or refund claims are subject to binding arbitration at either party's election. Personal-injury claims are expressly excluded. Arbitration is administered by JAMS under its Streamlined Arbitration Rules and Procedures. HMA agrees to pay all JAMS fees other than the initial $250 filing fee, and the arbitration is to occur in the consumer's city or county of residence. The agreement states that it is intended to be broadly interpreted.

The provision further states that accepting benefits under the warranty, "including having any repairs performed under warranty," constitutes agreement to the arbitration provision unless the customer opts out within 30 days of purchase or lease. Goel states that a search of HMA's opt-out records disclosed no opt-out by Plaintiffs. (Goel Decl., ¶¶ 13-15.)

Goel also submits a Warranty Claim History and states that seven services and/or repairs were performed on Plaintiffs' vehicle under HMA's New Vehicle Limited Warranty between September 2019 and April 2026. (Goel Decl., ¶ 20, Ex. D.)

The provision prohibits class and representative arbitration and provides that if a court or arbitrator determines that the agreement cannot be enforced as to a particular claim for relief, that claim alone must proceed in court and be stayed pending arbitration of the arbitrable claims. It also states that the arbitration agreement evidences a transaction involving interstate commerce and is governed by the FAA.

C. Procedural Background

Plaintiffs filed the Complaint on April 13, 2026.

On July 22, 2026, HMA demanded that Plaintiffs voluntarily arbitrate their claims. The following day, July 23, 2026, HMA filed the present motion to compel arbitration and stay proceedings, together with the declarations of Alice Wong and Anthony Goel and a request for judicial notice. Wong states that HMA incurred $435 in first-appearance fees and $9.95 in electronic-filing fees, for a total of $444.95, in connection with the motion. (Wong Decl., ¶¶ 2-4.)

Plaintiffs filed their opposition on August 20, 2026. Plaintiffs submitted no declaration or other evidence with the opposition. HMA filed its reply on August 24, 2026.

A trial date has not been set.

II. Preliminary Matters

A. Untimely Opposition

Code of Civil Procedure section 1005, subdivision (b), requires opposition papers to be filed and served at least nine court days before the hearing. For the August 31, 2026 hearing, the opposition was due August 18, 2026. Plaintiffs filed and electronically served their opposition on August 20, 2026.

The opposition therefore was two court days late. California Rules of Court, rule 3.1300(d), permits the Court to decline to consider a late-filed paper, but does not require it to do so.

The Court will exercise its discretion and consider the opposition. HMA received the opposition, filed a timely and full merits reply on August 24, and identified no prejudice caused by the late filing.

B. Request for Judicial Notice

HMA requests judicial notice of: (1) Plaintiffs' Complaint filed April 13, 2026; and (2) the Hyundai 2020 Owner's Handbook and Warranty Information available on HMA's public website.

> <u>Request No. 1.</u> This request is GRANTED. The Court may take judicial notice of the Complaint pursuant to Evidence Code section 452, subdivision (d), as a record of this Court. Judicial notice extends to its existence, filing, and contents, but not the truth of reasonably disputed factual allegations.

Request No. 2. This request is DENIED as improper material for judicial notice and unnecessary.

III. Discussion

A. Motion to Compel Arbitration

"A written agreement to submit to arbitration an existing controversy or a controversy thereafter arising is valid, enforceable and irrevocable, save upon such grounds as exist for the revocation of any contract." (Code Civ. Proc., § 1281.)

On petition of a party alleging the existence of a written agreement to arbitrate and another party's refusal to arbitrate, the court must order arbitration if it determines that an agreement to arbitrate the controversy exists, unless a statutory ground for denying enforcement applies. (Code Civ. Proc., § 1281.2.)

B. Existence of an Arbitration Agreement

The party seeking arbitration bears the ultimate burden of proving the existence of an arbitration agreement by a preponderance of the evidence. (*Rosenthal v. Great Western Financial Securities Corp.* (1996) 14 Cal.4th 394, 413; *Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165-166.)

The moving party initially must produce prima facie evidence of a written arbitration agreement. That burden ordinarily may be satisfied by producing a copy of the agreement or setting forth its terms. If the moving party satisfies that burden, the burden of production shifts to the opposing party to produce evidence disputing the existence or authenticity of the agreement. If the opposing party produces such evidence, the moving party must then establish formation with admissible evidence. (*Gamboa*, *supra*, at pp. 165-166.)

Kostandian v. American Honda Motor Co., Inc. (2026) 120 Cal.App.5th 872 applied this burden-shifting framework to an arbitration provision contained in an automobile manufacturer's warranty materials. Once the existence of an arbitration agreement is established, the party resisting arbitration bears the burden of proving a generally applicable contract defense to enforcement. (*Rosenthal*, *supra*, at p. 413.)

HMA has satisfied its initial burden of establishing an arbitration agreement between HMA and Plaintiffs. HMA produced the 2020 Owner's Handbook & Warranty Information applicable to the Subject Vehicle. The booklet contains a conspicuous California arbitration provision expressly identifying the contracting parties as the California purchaser or lessee and HMA. The provision states that accepting benefits under the warranty, including having warranty repairs performed, constitutes acceptance unless the consumer opts out within 30 days.

Goel states that the applicable booklet was included in the vehicle's glovebox materials when the vehicle was sold, that Plaintiffs did not opt out, and that the vehicle received seven services or repairs under HMA's New Vehicle Limited Warranty between September 2019 and April 2026.

Plaintiffs' own complaint is consistent with acceptance of warranty benefits. It alleges that HMA issued an express warranty and that Plaintiffs repeatedly presented the Subject Vehicle to HMA-authorized facilities and demanded repairs under the applicable warranties. (Compl., ¶¶ 6-12.)

Plaintiffs challenge assent in their opposition, arguing that they did not sign the Warranty Booklet and that HMA failed to establish that the booklet was presented to them. But they submitted no declaration stating that they did not receive the booklet, did not receive it until after purchase, did not know of the arbitration provision, did not request or receive warranty repairs, or attempted to opt out. The assertions in the memorandum are attorney argument rather than evidence.

Under *Gamboa* and *Kostandian*, Plaintiffs therefore have not produced evidence sufficient to create a factual dispute requiring a further evidentiary showing by HMA. The absence of Plaintiffs' signatures does not by itself defeat formation on this record.

There are noticeable drafting errors in Goel's declaration. Among other things, it identifies another consumer, refers to a "2021 Warranty Booklet," and mentions Hyundai Ioniq vehicles. These errors warrant relying upon the actual exhibits rather than Goel's paraphrases when determining the precise contractual terms, but they do not overcome the documentary evidence concerning the Subject Vehicle or create a factual dispute that Plaintiffs themselves have not supported with evidence.

The Court therefore finds that an arbitration agreement was formed.

C. Scope of the Agreement

"The scope of arbitration is a matter of agreement between the parties[.]" (*Mendoza v. Trans Valley Transport* (2022) 75 Cal.App.5th 748, 763.) The party opposing arbitration bears the burden of showing that the arbitration provision cannot reasonably be interpreted to cover the claims asserted. (*Id.* at p. 764.) No dispute may be ordered to arbitration unless it falls within the scope of the parties' arbitration agreement. (*Titolo v. Cano* (2007) 157 Cal.App.4th 310, 317.)

The UCL cause of action falls comfortably within the arbitration provision. The clause broadly encompasses disputes related to the purchase and use of the vehicle, the vehicle warranty, representations and duties under the warranty, failures to conform the vehicle to warranty, repurchase and replacement, and refund claims. Plaintiffs' UCL allegations concern those same subjects: allegedly defective components, warranty repairs, HMA's warranty practices, consumer warranty rights, and HMA's alleged failure to honor its warranty obligations. (Compl., ¶¶ 24-44.) The UCL claim therefore is subject to arbitration, except for any nonwaivable *McGill* public-injunction remedy.

The first cause of action presents a different and unusual record problem. HMA's memorandum and Goel's sworn declaration quote the operative provision as expressly providing that claims relating to the vehicle warranty are arbitrable "but excluding claims brought under the Magnuson-Moss Warranty Act." Goel likewise attributes that exclusion directly to Exhibit C.

Plaintiffs' first cause of action is expressly brought under the Magnuson-Moss Warranty Act. (Compl., ¶¶ 13-23.) Thus, if HMA's quotation of its own arbitration provision were accurate, the first cause of action plainly would not be arbitrable.

But the actual Warranty Booklet attached by HMA as Exhibit C says something different. The actual provision excludes "personal injury claims" and then immediately provides that the remaining covered disputes shall be resolved by arbitration. It does not contain the additional Magnuson-Moss exclusion quoted in Goel's declaration and HMA's memorandum. This is not an immaterial typographical discrepancy. It concerns the precise cause of action asserted as Plaintiffs' first claim and therefore directly determines the scope of HMA's requested relief.

Other portions of HMA's papers add to the uncertainty. Goel refers to an arbitration provision in both the "2020 Warranty Booklet and 2020 Warranty Supplement," but no separate Warranty Supplement containing another arbitration provision is attached. Goel identifies Exhibit D as the Warranty Claim History, and Exhibit D in fact follows Exhibit C; there is no attached additional arbitration agreement or supplement. HMA's reply also refers repeatedly to "two arbitration agreements," although the motion establishes and seeks enforcement of only the Warranty Booklet provision.

Most significantly, HMA never acknowledges the conflict between its quotation and its own exhibit. Its scope section instead incorrectly describes Plaintiffs' claims as Song-Beverly claims and simply asserts that all claims are covered. The reply likewise does not identify or resolve the discrepancy.

The Court declines to select the contractual language most favorable to HMA and construct an unbriefed basis for compelling a cause of action that HMA's own motion expressly represents as excluded. HMA bears the burden of establishing the agreement it seeks to enforce and the basis for the requested order. On this record, HMA has not made a showing that the MMWA cause of action is within the arbitration provision upon which its motion relies.

Thus, the motion is DENIED without prejudice as to the first cause of action under the Magnuson-Moss Warranty Act. This ruling does not decide whether the actual language appearing in Exhibit C, if properly established as the controlling agreement and properly briefed, permits arbitration of a Magnuson-Moss claim.

D. Applicability of the FAA

Section 2 of the Federal Arbitration Act ("FAA") provides that a written arbitration provision in a contract evidencing a transaction involving commerce is valid and enforceable, subject to generally applicable grounds for revocation of a contract. (9 U.S.C. § 2.)

The FAA applies broadly to transactions involving interstate commerce. (*Allied-Bruce Terminix Companies, Inc. v. Dobson* (1995) 513 U.S. 265, 273-274.) The party seeking to enforce an arbitration agreement under the FAA bears the burden of establishing its applicability. (*Lane v. Francis Capital Management LLC* (2014) 224 Cal.App.4th 676, 687-688.)

The arbitration provision expressly states that the agreement evidences a transaction involving interstate commerce and is governed by the FAA. HMA also markets and distributes vehicles on a multistate basis.

The FAA therefore applies.

E. Delegation

Absent clear and unmistakable evidence that the parties agreed to submit gateway questions of arbitrability to the arbitrator, those questions are ordinarily decided by the court. (*Mendoza v. Trans Valley Transport*, *supra*, 75 Cal.App.5th at p. 765; *Gostev v. Skillz Platform, Inc.* (2023) 88 Cal.App.5th 1035.)

HMA argues that gateway arbitrability questions have been delegated to the arbitrator. The actual 2020 arbitration provision, however, does not contain the express delegation language appearing in the later Hyundai provision considered in the sample workup. Instead, the 2020 agreement states that arbitration will be administered under the JAMS Streamlined Arbitration Rules and Procedures. Those rules assign arbitrability questions to the arbitrator. This language is insufficient to establish a clear and unmistakable delegation. This is a standardized consumer warranty agreement, and there is no evidence Plaintiffs possessed any particular sophistication concerning arbitration. Under *Gostev*, simply incorporating outside arbitral rules that themselves contain a delegation provision does not necessarily satisfy the heightened delegation standard in a consumer transaction. The Court thus decides formation, enforceability, and unconscionability here.

F. Unconscionability

A court may decline to enforce an arbitration agreement that is unconscionable. (Civ. Code, § 1670.5, subd. (a).) Unconscionability has both procedural and substantive components, which are evaluated on a sliding scale. (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 246-247.) Procedural unconscionability concerns oppression or surprise arising from the circumstances of contract formation; substantive unconscionability concerns whether the agreement's terms are unduly harsh or one-sided. (*Id.* at p. 246.) Both must be present to some degree. (*Id.* at p. 247.) The party resisting arbitration bears the burden of establishing unconscionability. (*Id.*)

Plaintiffs separately rely on *Harper v. Ultimo* (2003) 113 Cal.App.4th 1402, 1406 and argue that HMA did not provide them with a copy of the arbitration rules. The failure to attach arbitral rules can contribute to procedural unconscionability when the challenged unfair provision is contained only in those undisclosed rules. But Plaintiffs do not identify a particular JAMS rule that imposes the allegedly unfair fee arrangement, jury waiver, or arbitrator-selection restriction upon which their substantive arguments depend. The material provisions they attack are either stated directly in the Warranty Booklet or are inaccurately characterized in their opposition. The absence of an attached copy of the JAMS rules therefore does not establish substantive unconscionability or otherwise defeat arbitration.

Plaintiffs also argue that the provision is procedurally and substantively unconscionable because it was contained in a standardized warranty booklet, allegedly presented in a high-pressure automobile-sale setting, failed to include the JAMS rules, restricted arbitrator choice, imposed arbitration costs, and eliminated the right to a jury trial. There is some degree of procedural unconscionability inherent in HMA's use of standardized consumer warranty language. But Plaintiffs' more substantial factual assertions regarding oppression are unsupported by evidence. Neither Plaintiff submitted a declaration describing the circumstances of the transaction, the time available to review documents, pressure exerted by dealership personnel, inability to review the provision, or lack of receipt.

The provision is also relatively conspicuous. The Warranty Booklet's table of contents identifies the arbitration section, and the provision itself begins with a bold, capitalized heading and an express warning that it affects the consumer's rights. HMA also provides a 30-day opt-out procedure and states that opting out does not result in loss of warranty coverage.

Accordingly, the record supports at most a modest degree of procedural unconscionability.

Plaintiffs have not established substantive unconscionability. First, the agreement does not give HMA unilateral power to select the individual arbitrator. It selects JAMS as the arbitral administrator. Plaintiffs point to no contractual language permitting HMA alone to choose the decisionmaker. Second, Plaintiffs' cost argument conflicts with the actual provision. HMA agrees to pay all JAMS fees other than the initial $250 filing fee, and arbitration is to occur in the consumer's city or county of residence. Third, the jury waiver is mutual. Both sides waive jury trial if arbitration is elected. Loss of a jury trial is an ordinary consequence of an enforceable agreement to arbitrate and does not itself establish substantive unfairness. Finally, Plaintiffs identify no substantively one-sided provision hidden in the incorporated JAMS rules.

Because substantive unconscionability has not been established, Plaintiffs have not carried their burden under the sliding-scale test reaffirmed in *Fuentes v. Empire Nissan, Inc.*, *supra*.

G. Stay

If arbitration of a controversy involved in a pending action is ordered, the court must stay the action or proceeding until arbitration is completed or until such earlier time as the court specifies. (Code Civ. Proc., § 1281.4.)

The UCL cause of action is ordered to arbitration. The MMWA cause of action arises from the same vehicle, warranty, alleged defects, repair history, and alleged failure to conform the vehicle to warranty. Permitting the MMWA claim to proceed in court while those same underlying matters are being arbitrated would create substantial duplication and the potential for inconsistent determinations. Code of Civil Procedure section 1281.4 permits and, in the circumstances presented, supports staying the remaining court proceedings pending arbitration. Any nonwaivable public-injunction request remaining before the Court should likewise be stayed. (See *McGill v. Citibank, N.A.*, *supra*, at p. 966.)

The entire action is therefore stayed pending completion of arbitration.

H. The Arbitration Provision May Be Evaluated Separately from the Warranty's Substantive Obligations

Plaintiffs' objections to the arbitration provision do not require the Court to adjudicate HMA's substantive warranty liability. The question on this motion is whether the parties agreed upon a forum for resolving covered disputes and whether that forum-selection agreement is enforceable. The merits of Plaintiffs' warranty allegations remain for the appropriate merits forum.

Ford Motor Warranty Cases, *supra*, 17 Cal.5th 1122 does not require a different conclusion. *Ford* rejected a manufacturer's attempt to use equitable estoppel to enforce a dealer sales contract containing an arbitration clause when the manufacturer-warranty claims did not depend upon that sales contract. Here, HMA seeks to enforce an arbitration provision appearing in HMA's own warranty materials and relies principally on direct formation.

I. HMA's Request for $444.95 in Costs Is Denied Without Prejudice

HMA seeks $444.95 consisting of its $435 first-appearance fee and $9.95 electronic-filing fee. It relies on Code of Civil Procedure section 1293.2, which provides for costs in judicial proceedings under the California Arbitration Act.

HMA has not established that an immediate interim costs award is appropriate merely because it obtains an order compelling arbitration. An order sending a pending action to arbitration ordinarily does not resolve the parties' substantive contractual rights or determine the ultimate prevailing party. The analogous prevailing-party analysis in *Frog Creek Partners, LLC v. Vance Brown, Inc.* (2012) 206 Cal.App.4th 515 recognizes that success on a motion to compel in an existing contract action does not itself constitute the final reckoning of the parties' success on the contract.

That conclusion is appropriate here because the ruling grants HMA only part of the relief requested. HMA's request for an immediate award of $444.95 is therefore DENIED without prejudice to recovery of properly allowable costs at the appropriate conclusion of the proceedings.