

DEC 16 2025

CLERK OF THE SUPERIOR COURT
By *Anita M. Mays* Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

MARCUS VAUGHN, et al,

No. RG17-882082

Plaintiffs/Petitioners,

ORDER ON (1) MOTION TO COMPEL
ARBITRATION (HENDRIX) AND (2)
MOTION TO COMPEL ARBITRATION
(PARKER)

v.

TESLA, INC, et al,

Defendants/Respondents.

Date: 12/12/25
Time: 9:30 a.m.
Dept.: 15

The Court heard the motion of Tesla to compel arbitration (Hendrix) and the motion of Tesla to compel arbitration (Parker) on December 12, 2025, in Department 15, the Honorable Peter Borkon presiding. Counsel appeared on behalf of Plaintiffs and on behalf of Defendant. After consideration of the issues, as well as the oral argument of counsel, IT IS ORDERED: Both of Tesla's motions to compel arbitration (Hendrix) and (Parker) are DENIED.

1 **WAIVER – LAW**

2 In *Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562, 583, the California
3 Supreme Court held that the California Arbitration Act (“CAA”) was intended to put arbitration
4 agreements on the same level as other contracts, but not to create special rules that favor
5 arbitration. The California Supreme Court adopted the reasoning and conclusion in *Morgan v.*
6 *Sundance, Inc.* (2022) 142 S.Ct. 1708. *Quach* held: “In determining whether a party to an
7 arbitration agreement has lost the right to arbitrate by litigating the dispute, a court should treat
8 the arbitration agreement as it would any other contract, without applying any special rules based
9 on a policy favoring arbitration.”

10 *Quach*, 16 Cal.5th at 584–585, reasoned: “The waiving party's knowledge of the right
11 may be “actual or constructive.” … Its intentional relinquishment or abandonment of the right
12 may be proved by evidence of words expressing an intent to relinquish the right or of conduct
13 that is so inconsistent with an intent to enforce the contractual right as to lead a reasonable
14 factfinder to conclude that the party had abandoned it. … The waiver inquiry is exclusively
15 focused on the waiving party's words or conduct; neither the effect of that conduct on the party
16 seeking to avoid enforcement of the contractual right nor that party's subjective evaluation of the
17 waiving party's intent is relevant. … To establish waiver, there is no requirement that the party
18 opposing enforcement of the contractual right demonstrate prejudice or otherwise show harm
19 resulting from the waiving party's conduct.” (See also *Sierra Pacific Industries Wage and Hour*
20 *Cases* (Dec. 9, 2025) 2025 WL 3524981 [applying *Quach*].)

21 ///

22 ///

1 **WAIVER – FACTS**

2 In October 2023, when opposing Plaintiffs' motion for class certification Tesla asserted
3 that "From at least 2016 onwards, all or almost all workers that Tesla hired directly signed
4 arbitration agreements, thereby agreeing to arbitrate all disputes arising out of or relating to their
5 employment." Plaintiffs thereafter sought production of all arbitration agreements in Request for
6 Production of Documents ("RPD"), No. 188. In November 2023, the Court advised Tesla that if
7 it failed to produce arbitration agreements in discovery that Tesla might not be permitted to seek
8 arbitration under those agreements. (Pltf oppo at 6-7.)

9
10 On May 24, 2024, Plaintiffs moved to have Plaintiffs Hendrix and Parker appointed as
11 additional class representatives. On June 5, 2024, Tesla filed its non-opposition to adding
12 Plaintiffs Hendrix and Parker as class representatives, "conditioned on completion of further
13 discovery and developments in the case, including whether the new class representatives are in
14 fact qualified (standing, adequacy, typicality, etc.) to serve as class representatives." (6/5/24
15 Tesla Non-Opp.).

16
17 On June 10, 2024, the Court granted the motion to have Hendrix and Parker approved as
18 adequate and typical class representatives. The Order states: "The court will permit Tesla to file
19 a motion for reconsideration "based on further discovery or developments in the case." ... The
20 court ORDERS that Tesla must file any motion for reconsideration so it can be heard Wednesday
21 8/14/24." (*Vaughn v. Tesla, Inc.* (Cal. Super. 6/10/2025) 2024 WL 5319306.)

22
23 On June 20, 2024, Plaintiffs filed the Third Amended Complaint ("3AC") adding
24 Plaintiffs Hendrix and Parker. (6/20/24 3AC). The 3AC's caption asserts "individual" claims for
25 Hendrix and Parker. The 3AC at para 3 states "Hendrix, and Parker are seeking, on behalf of
26 themselves, and the Class and subclasses they seek to represent, declaratory and injunctive relief;

1 back pay; front pay; etc.” The 3AC at paras 34-45 alleges facts in support of individual claims
2 by Hendrix and Parker.

3 The July 12, 2024 CMC statement states: “Tesla reserves rights to challenge the new
4 named plaintiffs’ status as class representatives as memorialized in the Court’s orders on the
5 relevant motions.” Tesla did not, however, file motions to compel Hendrix and Parker to
6 arbitrate their claims so they could be heard on Wednesday August 14, 2024. Tesla delayed
7 filing motions to compel Hendrix and Parker to arbitrate their claims until November 21, 2025.
8

9 Between June 20, 2024, when Hendrix and Parker were added to the complaint and
10 November 21, 2025, when Tesla filed the motions to compel arbitration, the parties have
11 vigorously prosecuted and defended this case. On December 7, 2023, Parker’s deposition began,
12 but it was cut short. (Schwartz, Dec, para 9-12.) On June 20, 2025, Tesla served deposition
13 notices for Parker and Hendrix. (Schwartz, Dec, para 18.) On July 1, 2025, Plaintiffs responded
14 to Tesla’s Sample Class Member Interrogatories on Mr. Parker’s behalf. (Schwartz, Dec, para
15 21.) On November 17, 2025, the Court decertified the class.
16

17 Between June 20, 2024, when Hendrix and Parker were added to the complaint and
18 November 17, 2025, when the Court decertified the class, the Court has conducted regular Case
19 Management Conferences, and the discovery referee has conducted numerous conferences. The
20 Court has issued many orders related to discovery, jury instructions, and various other matters.
21

22 On November 21, 2025, Tesla filed the motions to compel arbitration.
23
24
25
26

1 **WAIVER – ANALYSIS**

2 The Court finds that plaintiffs have demonstrated by clear and convincing evidence that
3 Tesla knew of the contractual right to arbitration and intentionally relinquished or abandoned it.
4 (*Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562, 569.)

5

6 **Tesla knew of the contractual right to arbitration**

7 The Court finds by clear and convincing evidence that Tesla knew that many of its
8 employees had signed arbitration agreements. Tesla argued arbitration in opposition to class
9 certification. Tesla has been to the Court of Appeal twice in this case on the issue of arbitration.
10 (*Vaughn v. Tesla, Inc.* (Cal. Ct. App., May 21, 2019, No. A154753) 2019 WL 2181391[plaintiff
11 Marcus Vaughn]; *Vaughn v. Tesla, Inc.* (2023) 87 Cal.App.5th 208 [plaintiffs Monica Chatman
12 and Evie Hall].)

13 The Court finds by clear and convincing evidence that Tesla knew that Hendrix and
14 Parker had signed arbitration agreements. The Court can reasonably infer that when Plaintiffs
15 added Hendrix and Parker as named plaintiffs that Tesla reviewed their personnel files and
16 discovered that they had the arbitration agreements that Tesla now seeks to enforce. (*Quach*, 16
17 Cal.5th at 586 [“we conclude it is “highly probable” that Commerce Club knew of its right to
18 compel arbitration”].)

19

20 **Tesla relinquished or abandoned its right to seek to enforce the arbitration agreements.**

21

22 Before turning to the facts of whether Tesla intentionally relinquished or abandoned its
23 right to seek to enforce the arbitration agreements, the parties have a foundational dispute over
24 whether Hendrix and Parker started the prosecution of their individual claims (1) on June 20,
25

1 2024, when they were added to the complaint or (2) on November 17, 2025, when the Court
2 decertified the class. (Tesla Reply at 5:21-24.) The Court finds that Hendrix and Parker started
3 the prosecution of their individual claims in this case when they were added to the complaint on
4 June 20, 2024.

5 As a matter of law, a plaintiff is added to the case as a party no later than the date they are
6 added to a complaint filed in court. (*Chambers v. Santa Cruz City School Dist.* (1987) 193
7 Cal.App.3d 518, 520 fn2 [“when a new party is added to the action, the action commences as to
8 him on the date of the order adding him as a party or on the date of filing of the pleading naming
9 his as a new party”].) Hendrix and Parker were added to the case on June 20, 2024. The 3AC in
10 the caption and at paras 3 and 34-45 state they are asserting individual claims. Tesla could have
11 filed its motions to compel Hendrix and Parker to arbitrate their claims at any time after June 20,
12 2024.

14 As a matter of experience in this case, Tesla filed motions to compel arbitration regarding
15 plaintiffs Marcus Vaughn, Monica Chatman, and Evie Hall when they were named plaintiffs in
16 this case even though the case was a putative class action at the time. (*Vaughn v. Tesla, Inc.*
17 (Cal. Ct. App., May 21, 2019, No. A154753) 2019 WL 2181391[plaintiff Vaughn]; *Vaughn v.*
18 *Tesla, Inc.* (2023) 87 Cal.App.5th 208 [plaintiffs Chatman and Hall].) If Tesla could file motions
19 to compel arbitration regarding plaintiffs Vaughn, Chatman, and Hall when they were plaintiffs
20 in a putative class action, then Tesla could certainly file motions to compel arbitration regarding
21 plaintiffs Hendrix and Parker when they were added as named plaintiffs to the complaint.

23 Plaintiffs filed a motion to amend the complaint to add 531 persons as additional
24 plaintiffs. The Court denied that motion. (*Vaughn v. Tesla, Inc.* (Cal. Super. 2/26/25) 2025 WL
25 747598.) Those 531 persons were not named plaintiffs in this case even though they might have
26

1 been absent class members who would have benefited from and been bound by any class
2 judgment on the identified issues. If those persons had been added to the complaint as plaintiffs,
3 then Tesla could have filed a motion to compel arbitration as to each person who had an
4 arbitration agreement with Tesla. In contrast, Hendrix and Parker were already named plaintiffs
5 in this case. Being identified as a party in a complaint has significance.

6 The Court now turns to the facts on the issue of waiver.
7

8 First, Tesla actively engaged the judicial machinery generally while Hendrix and Parker
9 have been plaintiffs. It is inconsistent for a party to seek judicial resolution of issues in court and
10 to subsequently assert that the dispute should not be resolved in court. (*Semprini v. Wedbush*
11 *Securities Inc.* (2024) 101 Cal.App.5th 518, 530 [waiver where for “nine months Wedbush
12 engaged in conduct inconsistent with an intent to compel arbitration, including motion practice
13 and discovery”]; *Hofer v. Boladian* (2025) 111 Cal.App.5th 1, 17 [“waiver by a party who
14 waited six months to move to compel arbitration—using the interim months to seek provisional
15 relief, to propound discovery, to indicate in its case management statement a desire for a jury
16 trial as well as arbitration, and to post jury fees”].)

17 Second, Tesla has actively engaged the judicial machinery specifically with regard to
18 Parker. In October 2023, the parties agreed that Parker’s deposition would proceed on December
19 7, 2023. On December 7, 2023, Parker’s deposition began, but it was cut short. On December
20 20, 2023, Tesla resumed Parker’s deposition. (Schwartz, Dec, para 9-12.) On June 20, 2025,
21 Tesla again served a deposition notice for Parker regarding his adequacy and typicality as class
22 representative. (Schwartz, Dec, para 18-19, PX 16.) On July 1, 2025, Plaintiffs responded to
23 Tesla’s Sample Class Member Interrogatories on Mr. Parker’s behalf. (Schwartz, Dec, para 21.)
24
25
26

1 Third, Tesla has actively engaged the judicial machinery specifically with regard to
2 Hendrix. On June 20, 2025, Tesla served a deposition notice for Hendrix regarding her adequacy
3 and typicality as class representative. (Schwartz, Dec, para 18-19, PX 17.).

4 Fourth, Tesla deferred seeking arbitration for the 17 months from June 20, 2024, when
5 Hendrix and Parker were added to the complaint until November 21, 2025, when Tesla filed the
6 motions to compel arbitration. The Court can infer from that delay that Tesla intentionally
7 relinquished or abandoned its right to seek to enforce the arbitration agreements. (See cases
8 cited at Oppo pp 11-12 and fn 7.)

9 Tesla argues that the Court should excuse its delay under several theories. First, Tesla
10 argues that it has at various times stated that it was reserving the right to take actions at later
11 dates. On June 5, 2024, Tesla filed its non-opposition to adding Plaintiffs Hendrix and Parker as
12 class representatives, “conditioned on completion of further discovery and developments in the
13 case.” (6/5/24 Tesla Non-Opp.). The July 12, 2024 CMC statement states: “Tesla reserves rights
14 to challenge the new named plaintiffs’ status as class representatives as memorialized in the
15 Court’s orders on the relevant motions.”

16 Tesla’s statement on June 5, 2024, that it might do something in the future based on
17 “completion of further discovery and developments in the case” is immaterial because Tesla
18 knew as of June 5, 2024, that Parker and Hendrix had arbitration agreements. This is not a
19 situation where Tesla discovered new facts or reasonably delayed filing a motion until there was
20 a material change in the law. Furthermore, Tesla’s statements that it might do something in the
21 future is not equivalent to actually doing something. In *Quach*, 16 Cal.5th at 570, the California
22 Supreme Court held that a defendant waived its right to seek arbitration where it had asserted the
23 affirmative defense of arbitration but had waited 13 months to file its motion to compel
24
25
26

1 arbitration. *Martin v. Yasuda* (9th Cir. 2016) 829 F.3d 1118, 1125-1126, states: “A statement by
2 a party that it has a right to arbitration in pleadings or motions is not enough to defeat a claim of
3 waiver.”

4 Second, Tesla argues that the class certification order of 5/17/24 suggested that it did not
5 need to file motions to compel arbitration against Hendrix and Parker until they filed separate
6 civil actions. (*Vaughn v. Tesla, Inc.* (Cal. Super. 5/17/24) 2024 WL 2786025.) The class
7 certification order states both “Each Tesla worker who wants to recover damages must file a
8 separate lawsuit” (2024 WL 2786025 at *1) and “Tesla may raise issues regarding arbitration
9 when Tesla workers file civil actions” (2024 WL 2786025 at *21). Following the class
10 certification order, Hendrix and Parker were then added as parties to this civil action on June 20,
11 2024. As of June 20, 2024, Hendrix and Parker were plaintiffs in a civil action and Tesla could
12 have filed motions to compel arbitration after that date.

13 Third, Tesla argues that filing a motion to compel Hendrix and Parker to arbitrate would
14 have been futile because after the class certification order the case was limited to the class claims
15 for injunctive and declaratory relief. A court order granting class certification might shift the
16 focus of the case to the class claims but it does not dismiss the claims of the named plaintiffs.
17 The plaintiffs retain their individual claims and while they assert claims on behalf of a certified
18 class.

19 Fourth, Tesla argues that filing a motion to compel Hendrix and Parker to arbitrate would
20 have been futile because the arbitration agreements state that the arbitrator may resolve only
21 individual claims and after the class certification order there were no individual claims. This
22 misreads the class certification order, which states that the Court would resolve the three
23 common particular fact issues on a class basis and that Tesla workers would need to prosecute
24 common particular fact issues on a class basis and that Tesla workers would need to prosecute
25 common particular fact issues on a class basis and that Tesla workers would need to prosecute
26

1 their claims for damages as individuals. Hendrix and Parker started prosecution of their
2 individual claims for damage when they were added to the 3AC.

3 The motion of Tesla to compel arbitration (Hendrix) is DENIED based on waiver. The
4 motion of Tesla to compel arbitration (Parker) is DENIED based on waiver.

5

6 TEMPORAL SCOPE OF ARBITRATION AGREEMENT

7 Plaintiff Hendrix started working at Tesla on or about December 10, 2020, but did not
8 sign the Tesla arbitration agreement until March 29, 2021. The Hendrix arbitration agreement
9 states that it applies to “disputes that may arise in connection with your employment” and that
10 “your first date of employment will be 4/05/2021.” (Flesch Dec., Exh A.) Therefore, even if
11 there were no waiver, Hendrix would not be required to arbitrate any claims that arose during the
12 four months from her first date of work at Tesla on or about December 10, 2020, until she signed
13 the arbitration agreement on March 29, 2021. (*Vaughn v. Tesla, Inc.* (2023) 87 Cal.App.5th 208,
14 219-226.)

15 In reply, Tesla argues that under the Balance Staffing arbitration agreement it can compel
16 Hendrix to arbitrate her claims that arose from December 10, 2020, through March 29, 2021.
17 Tesla did not raise that argument in the opening memoranda. The Court will not consider this
18 new argument supported by the evidence presented for the first time in reply. The argument
19 based on the Balance Staffing arbitration agreement is waived. (*Jay v. Mahaffey* (2013) 218
20 Cal.App.4th 1522, 1537-1538 [“The general rule of motion practice, which applies here, is that
21 new evidence is not permitted with reply papers”]; *American Indian Model Schools v. Oakland*
22 *Unified School District* (2014) 227 Cal.App.4th 258, 275-276 [“We will not ordinarily consider
23 issues raised for the first time in a reply brief”].)

1 The motion of Tesla to compel arbitration (Hendrix) is DENIED because the temporal
2 scope of the Tesla arbitration agreement does not cover her total period of employment.
3

4 **OTHER ISSUES ARGUED IN THE MOTIONS**

5 The Court does not reach the other issues presented in the motions. At the hearing on
6 12/12/25 counsel for plaintiff offered new evidence that counsel asserted supported a new
7 argument found in the new case *Sierra Pacific Industries Wage and Hour Cases* (Dec. 9, 2025)
8 2025 WL 3524981. The Court does not consider the new evidence or the new argument. (*Jay v.*
9 *Mahaffey, supra; American Indian Model Schools, supra.*)

10
11 **CONCLUSION ON MERIT OF MOTIONS**

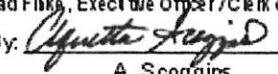
12 The Court DENIES the motions regarding Parker and Hendrix based on waiver. The
13 Court DENIES the motion regarding Hendrix based on temporal scope.
14

15
16 **REQUEST TO STAY**

17 Tesla's request to stay the case pending outcome of arbitration is moot given that the
18 Court has denied the motions to compel arbitration. If Tesla seeks appellate review of this order,
19 then Tesla may file a motion to stay the claims of Hendrix and Parker while Tesla pursues its
20 appellate remedy. (CCP 1294(a) [“Notwithstanding Section 916, the perfecting of such an
21 appeal [from an order dismissing or denying a petition to compel arbitration] shall not
22 automatically stay any proceedings in the trial court during the pendency of the appeal”].)

23
24 Dated: December 1b, 2025


Peter Borkon
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 12/16/2025 Chad Finke, Executive Officer / Clerk of the Court By:  A. Scoggins
PLAINTIFF/PETITIONER: Marcus Vaughn et al		
DEFENDANT/RESPONDENT: Tesla, Inc. et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: RG17882082

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the ORDER ON (1) CMC AND (2) CLASS NOTICE OF DECERTIFICATION, ORDER ON (1) MOTION TO COMPEL ARBITRATION (HENDRIX) AND (2) MOTION TO COMPEL ARBITRATION (PARKER) entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Advantage Technical resourcing, Inc.

Sara Ann Begley
sara.begley@hklaw.com

Hon. Jeffrey Brand

Rachel Susan Brass
 Gibson Dunn & Crutcher LLP
rbrass@gibsondunn.com

California Civil Rights Department
victoria.ellis@calcivilrights.ca.gov

California Civil Rights Department
Victoria.Ellis@calcivilrights.ca.gov

Raymond A. Cardozo
 REED SMITH LLP
rcardozo@reedsSmith.com

Chartwell Staffing Services Inc

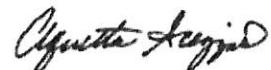
Monica Chatman

Citistaff Solutions Inc.

Chad Finke, Executive Officer / Clerk of the Court

Dated: 12/16/2025

By:



A. Scoggins, Deputy Clerk

Alexander L. Conti
Conti Law

Paul Cowie
Sheppard, Mullin, Richter & Hampton LLP

Kensley Davis
POLSONELLI LLP
kensley.davis@polsinelli.com

David deRubertis
The deRubertis Law Firm, APC
david@derubertislaw.com

Victoria Rose Ellis
victoria.ellis@calcivilrights.ca.gov

Employbridge, LLC

Katherine Gallo

Katherine Gallo

Katherine Gallo
klgallo@discoveryreferee.com

Katherine Lynn Gallo
Klgallo@discoveryreferee.com

Gary D Nelson Associates, Inc

Michael A Gregg
Littler Mendelson, P. C.

Evie Hall

Tiffany S. Hansen
Polsinelli LLP
thansen@polsinelli.com

Matthew C. Helland
NICHOLS KASTER, LLP
helland@nka.com

Chanel Hendrix

Thomas Edward Hill
Holland & Knight LLP
thomas.hill@hklaw.com

Marqui Jennifer Hood
California Civil Rights Law Group
marqui@civilrightsca.com

Tyree Jones
Polsinelli PC
tjones@polsinelli.com

Michael S. Kun
Epstein Becker & Green, P.C.

Jane Beasley Mackie
Bryan Schwartz Law, P.C.
jane@bryanschwartzlaw.com

Titus McCaleb

Jasjit Mundh
NICHOLS KASTER, LLP
jmundh@nka.com

Cimone Annmarie Nunley
California Civil Rights Lawgroup
cimone@civilrightsca.com

Lawrence A. Organ
California Civil Rights Law Group
larry@civilrightsca.com

Garret Parker

Nancy E. Pritikin
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Jennifer Abby Reisch
Bryan Schwartz Law, P.C.
jennifer@bryanschwartzlaw.com

Michael Rubin
Altshuler Berzon LLP
mrubin@altshulerberzon.com

Austin Schulz
Polsinelli LLP
aschulz@polsinelli.com

Bryan Schwartz
BRYAN SCHWARTZ LAW
bryan@bryanschwartzlaw.com

Christina Theresa Tellado
Polsinelli
ttellado@polsinelli.com

Tesla, Inc.
tjones@polsinelli.com

Kritika Thukral
POLSINELLI LLP
kthukral@polsinelli.com

Sarah T. Tremer
Holland & Knight LLP
sarah.tremer@hklaw.com

Marcus Vaughn

Volt Information Sciences, Inc

larry@civilrightsca.com
marqui@civilrightsca.com
cimone@civilrightsca.com
bryan@bryanschwartzlaw.com
jennifer@bryanschwartzlaw.com
jane@bryanschwartzlaw.com
helland@nka.com
david@derubertisalaw.com
ttellado@polsinelli.com
aschulz@polsinelli.com
sbegley@polsinelli.com
tjones@polsinelli.com
rcardozo@reedsmith.com
kloevenguth@polsinelli.com
stremer@polsinelli.com
mvu@polsinelli.com
cdelreal@polsinelli.com
dfeinstein@polsinelli.com
cbarbaree@polsinelli.com
Julia.peng@reedsmith.com
gsandoval@reedsmith.com