UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

Miller v. Coronado Beach Wise Riders, Inc.

Miller · No. 3:25-cv-2130-RSH-VET · Decided October 10, 2025

SUMMARY

The United States District Court for the Southern District of California grants American Credit Acceptance, LLC’s motion to compel arbitration in Brett Raymond Miller’s action concerning the purchase and financing of a motorcycle. The court holds that ACA, as assignee of the retail installment sales contract, may invoke the arbitration provision against claims involving both ACA and the motorcycle dealer, despite the dealer’s subsequent suspension of its corporate status. The court orders the parties to arbitrate and stays the action pending arbitration.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Robert S. Huie
JURISDICTION	United States District Court for the Southern District of California
DECIDED	October 10, 2025
DOCKET	3:25-cv-2130-RSH-VET
DISPOSITION	other
PROCEDURAL POSTURE	Defendant American Credit Acceptance, LLC moved to compel arbitration after removing Plaintiff's California state-court action to federal court. Plaintiff opposed arbitration only as to claims against Coronado Beach Wise Riders, Inc.; the court granted the motion as to claims against both defendants and stayed the action.
STANDARD OF REVIEW	Under the Federal Arbitration Act, the party seeking to compel arbitration must prove by a preponderance of the evidence that a valid arbitration agreement exists, while the party resisting arbitration bears the burden of showing that the claims are unsuitable for arbitration. The court must compel arbitration when a valid agreement exists and the dispute falls within its scope.
PRECEDENTIAL VALUE	unpublished district court order; nonprecedential
PARTIES	Brett Raymond Miller v. Coronado Beach Wise Riders, Inc., d/b/a Coronado Beach Harley Davidson, American Credit Acceptance, LLC,

Does 1 through 10, et al.

TOPICS

arbitration · contracts · consumer protection · civil procedure · commercial litigation

PRACTICE AREAS

arbitration · contracts · consumer protection · commercial litigation · civil procedure

QUESTIONS PRESENTED

1. Whether the Retail Installment Sales Contract contained a valid arbitration provision covering Miller's claims.
2. Whether ACA, as CBWR's assignee, could compel arbitration of Miller's claims against both ACA and CBWR.
3. Whether CBWR's suspension under California law prevented arbitration from being compelled on its behalf or under rights assigned to ACA.

HOLDINGS

1. The Retail Installment Sales Contract contained a valid arbitration provision, and Miller's claims arising from the motorcycle purchase, the contract, and related transactions fell within the provision's broad definition of arbitrable claims.
2. ACA, as CBWR's assignee, was entitled to compel arbitration of Miller's claims against both ACA and CBWR.
3. CBWR's subsequent suspension did not invalidate or eliminate ACA's previously assigned right to compel arbitration.

KEY QUOTATIONS

> *"The FAA "requires courts 'rigorously' to 'enforce arbitration agreements according to their terms, including terms that specify with whom the parties choose to arbitrate their disputes and the rules under which that arbitration will be conducted.'""* (p. 4)

> *"The plain language reflects that either Plaintiff, or CBWR, or CBWR's assignee may invoke the Arbitration Provision to resolve any Claim."* (p. 6)

> *"The Court concludes that under the language of the Arbitration Provision, ACA is entitled to compel arbitration of Plaintiff's claims in this case as to both Defendants."* (p. 7)

FACTUAL BACKGROUND

Miller purchased a used motorcycle from CBWR and signed a Retail Installment Sales Contract containing an arbitration provision. The contract identified CBWR as the seller and was assigned to ACA on June 12, 2024. Miller later alleged that the contract documents were altered, that the vehicle's price and warranty charges were higher than originally represented, and that ACA repossessed and sold the vehicle. CBWR's corporate status was suspended after the assignment, on February 3, 2025.

PROCEDURAL HISTORY

Plaintiff filed the action in the Superior Court of California for the County of San Diego on June 5, 2025. American Credit Acceptance removed the action on August 18, 2025, and moved to compel arbitration on August 25, 2025. After the court requested supplemental briefing concerning the motion's scope, ACA clarified that it sought arbitration of all claims, including those against CBWR. CBWR filed a statement of non-opposition, and the court granted the motion and stayed the case pending arbitration.

DISPOSITION

other

CASES CITED

- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339 (2011)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24-25 (1983)
- Epic Systems Corp. v. Lewis, 584 U.S. 497, 506 (2018)
- American Express Co. v. Italian Colors Restaurant, 570 U.S. 228, 233 (2013)
- Geier v. m-Qube Inc., 824 F.3d 797, 799 (9th Cir. 2016)
- Ashbey v. Archstone Property Management, Inc., 785 F.3d 1320, 1323 (9th Cir. 2015)
- Cox v. Ocean View Hotel Corp., 533 F.3d 1114, 1119 (9th Cir. 2008)
- Munro v. University of Southern California, 896 F.3d 1088, 1091 (9th Cir. 2018)
- Green Tree Financial Corp.-Alabama v. Randolph, 531 U.S. 79, 91 (2000)
- Simula v. Autoliv, Inc., 175 F.3d 716, 719 (9th Cir. 1999)
- Reed v. Norman, 48 Cal. 2d 338, 343 (1957)