



STATE OF CALIFORNIA

## DECISION COVER SHEET

☒ ACTION BY: Public Members Only

☐ ACTION BY: All Members

To : BOARD MEMBERS

Date: July 17, 2025

From : ADMINISTRATIVE LAW JUDGE: Tammy Bayne

CASE: IVS NorCal LLC, d/b/a Kuhn INEOS Grenadier v. INEOS Automotive Americas, LLC  
Protest No. PR-2856-24

TYPE: Vehicle Code section 3060 Termination

### PROCEDURAL SUMMARY:

- FILED ON CALENDAR: April 30, 2024
- MOTION FILED: Respondent's Motion to Dismiss Protest as a Matter of Law
- TELEPHONIC HEARING: June 19, 2025
- COUNSEL FOR PROTESTANT: Gavin M. Hughes, Esq.  
Robert A. Mayville, Jr., Esq.  
Law Offices of Gavin M. Hughes
- COUNSEL FOR RESPONDENT: Louis S. Chronowski, Esq.  
Marlow Svatek, Esq.  
Barack Ferrazzano Kirschbaum & Nagelberg LLP

EFFECT OF PROPOSED ORDER: The Proposed Order grants Respondent's Motion to Dismiss protest as a matter of law.

### SUMMARY OF PROPOSED ORDER:

As to good cause to terminate the franchise – the undisputed facts include the following:

- The only approved location of the Kuhn INEOS Grenadier dealership is 380 Convention Way, Redwood City, CA 94063.
- The Redwood City dealership never opened for business.

- Kuhn INEOS no longer has a lease for the Redwood City property. The Redwood City property has been leased to another tenant and is no longer available to Kuhn INEOS.
- Kuhn INEOS does not intend to operate an INEOS dealership in or around Redwood City unless the other INEOS dealership in Northern California is dissolved.
- Kuhn INEOS does not have a California dealer's license.
- Kuhn INEOS never secured floor plan financing.
- Kuhn INEOS never performed warranty repairs on customer-owned vehicles and cannot perform warranty service.
- Kuhn INEOS never sold or delivered any INEOS vehicles to customers.
- Kuhn INEOS never hired a full-time technician for the INEOS dealership.
- Kuhn INEOS has no employees in California.

In this case, no order of the Board can prevent the loss of the Kuhn INEOS dealership as it never operated, and it is not currently operating as a dealership. Since the dealership was never operational, allowing termination of the franchise (the written agreement) will not adversely affect the public or the community.

The ALJ found that Respondent established good cause to terminate the franchise taking into consideration the existing circumstances and the specific factors listed in Section 3061.

#### **RELATED MATTERS:**

- Related Protest: None
- Related Case Law: *Duarte & Witting, Inc. v. New Motor Vehicle Bd.* (2002) 104 Cal.App.4<sup>th</sup> 626, 637
- Applicable Statutes: Vehicle Code sections 331, 331.1, 331.2, 3050, 3060, 3061; Government Code section 11425.60
- INEOS's motion references the Board Decision in *South County LLC dba South County Chrysler Dodge Jeep Ram Fiat v. FCA USA, LLC*, Protest Nos. PR-2666-20, PR-2667-20, PR-2668-20, PR-2669-20. This Decision has not been designated by the Board as a precedent decision pursuant to Government Code Section 11425.60, so it was not relied upon in the Proposed Order.