TENTATIVE RULINGS: CIVIL LAW & MOTION

Wednesday, March 11, 2026 at 3:00 p.m.
Courtroom 18 – Hon. Dana Simonds
Civil and Family Law Courthouse
3055 Cleveland Avenue
Santa Rosa, California 95403

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge's Judicial Assistant by telephone at **(707) 521-6729**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

If the tentative ruling is accepted, no appearance is necessary unless otherwise indicated.

TO JOIN ZOOM ONLINE:

Department 18:
Meeting ID: **160—739—4368**
Password: **000169**
https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWlIL3NBeE9LVHU2NVVpQlVRUT09

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Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1. 25CV07348, Bounce AI, Inc v Aasved

Defendant Joann Aasved's motion to dismiss and motion to strike are both **DENIED** for failure to serve the motions upon the opposing party.

The Court's minute order shall constitute the order of the Court.

On December 10, 2025, Defendant Joann Aasved filed a motion to dismiss and a motion to strike. However, Defendant failed to file a valid proof of service with either motion and has since failed to file a separate proof of service.

Each motion includes a purported "Certificate of Service." However, in the case of the motion to dismiss, the certificate of service is not signed and it is crossed out. In the case of the motion to strike, the certificate of service is signed, but it is also crossed out. In both certificates, Defendant's own name is listed as the person making service and the type of service is purported to

be by mail. CCP § 1013a(1) requires the person making the service by mail to show that he or she is "not a party to the cause." Therefore, service by Defendant herself of these papers is invalid. Accordingly, it is not apparent that Plaintiff has been given proper notice of these motions. The motions are therefore denied.

2. SCV-273623, Alexander Valley Gourmet, LLC v Industry West Commerce Center LLC

Defendant Industry West Commerce Center, LLC's motion to compel against non-party Camfil USA, Inc. is **GRANTED**. Defendant did not request any sanctions be imposed, so none shall be ordered.

If no hearing is requested the Court will sign the proposed order lodged with the moving papers.

Analysis:

Defendant and Cross-Complainant Industry West Commerce Center LLC ("IWCC") leased commercial real estate located at 256 Sutton Place, Suite 103, Santa Rosa, California 95407 (the "Premises") to Plaintiff and Cross-Defendant Alexander Valley Gourmet LLC ("AVG") that AVG used for their food production operations. Defendant asserts that non-party Camfil USA, Inc. ("Camfil") and its employees are important witnesses in this case.

IWCC served Camfil with a subpoena, requiring that Camfil, on November 4, 2025, produce for deposition a Person Most Qualified on various topics, and produce various documents. IWCC represents that Camfil did not show at its deposition, did not produce any documents, and failed to respond to emails and phone calls regarding the no-show.

Camfil has filed an opposition to this motion stating that it does not object to service of the Subpoena, nor to the categories of items requested, nor to the deposition of Camfil's Person Most Qualified. Camfil represents that all documents responsive to the Subpoena that are in its possession, custody, and control have been provided to Defendant. Furthermore, Camfil has identified two persons most qualified for deposition. The first PMQ was scheduled to be deposed on March 5 and counsel are meeting and conferring to schedule the second PMQ deposition. Camfil argues that the motion should be denied as moot.

The Court does not agree that the motion is moot. While the Court appreciates the parties' cooperation and informal resolution of the issues, the motion is not entirely resolved. There still remains one PMQ deposition that, as of the date of Camfil's opposition, had not yet been scheduled or taken place. Accordingly, the motion is granted to ensure timely completion of this deposition.

3. 25CV01150, Vaca v General Motors, LLC

Defendant's motion for judgment on the pleadings is **GRANTED** in part and **DENIED** in part. It is **GRANTED** as to Plaintiffs' fifth cause of action only. It is **DENIED** as to all other causes of action. Leave to amend is **GRANTED**.

Defendant's application to file a brief in excess of the 15 page limit of Rule 3.1113 is **GRANTED**.

Defendant's counsel shall submit a written order consistent with this tentative ruling and in compliance with Cal. Rules of Court, Rule 3.1312.

Analysis:

"A motion for judgment on the pleadings performs the same function as a general demurrer...." (*Cloud v. Northrop Grumman Corp.* (1998) 67 Cal.App.4th 995, 999, 79 Cal.Rptr.2d 544.) "It is axiomatic that a demurrer lies only for defects appearing on the face of the pleadings." (*Harboring Villas Homeowners Assn. v. Superior Court* (1998) 63 Cal.App.4th 426, 429.) "The grounds for motion provided for in this section shall appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice." (CCP § 438(d).) "A trial court's determination of a motion for judgment on the pleadings *accepts as true* the factual allegations that the plaintiff makes." (*Gerawan Farming, Inc. v. Lyons* (2000) 24 Cal. 4th 468, 515. Emphasis added.) "In addition, it gives them a liberal construction." (*Ibid*.)

On February 13, 2025, Plaintiffs filed a complaint against Defendant arising out of an express warranty agreement relating to Plaintiffs' vehicle (Song Beverly Consumer Warranty Act claims). Plaintiffs' first three causes of action arise out of the express warranty, their fourth cause of action arises out of the implied warranty, and their fifth cause of action is for fraudulent inducement-concealment. Defendant herein seeks judgment on the pleadings for all causes of action. Defendant argues that each of Plaintiffs' causes of action are barred by the applicable statute of limitations or statute of repose. Defendant also argues that Plaintiffs has failed to state sufficient fact supporting their fraudulent concealment-inducement claim and that the claim is barred by the economic loss rule. The Court addresses each of these arguments below.

I. It is Not Clear from the Face of the Complaint that Any of Plaintiffs' Causes of Action are Time-Barred

A demurrer on the ground of the bar of the statute of limitations will not lie where the action *may be*, but is not necessarily, barred. (*Childs v. State of California* (1983) 144 Cal.App.3d 155, 161.) "It must appear *affirmatively* that, upon the facts stated, the *right of action is necessarily barred*. (*Ibid.*, citing *Valvo v. University of Southern Cal.* (1977) 67 Cal.App.3d 887, 895. Italics in original.) "[W]e consider the pleading of 'on or about' June 10, 1980, sufficient to withstand a general demurrer, as it reveals only that plaintiff's action *may* be barred." (*Ibid*. See also *Moseley v. Abrams* (1985) 170 Cal.App.3d 355, 359-360 [where Plaintiff broadly alleged "on or about July of 1977", the Court found that a demurrer could not be sustained on the basis of the statute of limitations].)

A. First through Third Causes of Action

Defendant argues that Plaintiffs' first three causes of action of action are time-barred under CCP § 871.21, subdivisions (a) and (b).

CCP § 871.21 was enacted by Assembly Bill 1755 (now codified in Chapter 12 of Title 10 to Part 2 of the CCP) on September 29, 2024 and became effective on January 1, 2025. Subdivision (a) provides that an action covered by Section 871.20 shall be commenced within one year after the expiration of the applicable express warranty. Subdivision (b) provides, "Notwithstanding subdivision (a), an action covered by Section 871.20 shall not be brought later than six years after the date of original delivery of the motor vehicle."

Section 871.20 states that the chapter applies to actions seeking restitution or replacement of a motor vehicle based on noncompliance with the applicable express warranty "against a manufacturer who has elected under Section 871.29 to proceed under this chapter…"

Defendant argues that subdivision (a) is a statute of limitations, while subdivision (b) is a statute of repose, and thus not subject to statutory or equitable tolling. The issue of whether subdivision (b) is a statute of repose, as opposed to a statute of limitations, need not be determined at this time since it does not affect the Court's ruling, as explained below.

Plaintiffs allege in the complaint "On or about May 27, 2018, Plaintiff entered into a warranty contract with Defendant GM regarding a 2018 Chevrolet Silverado 2500…" Defendant argues "Assuming the date Plaintiff entered into the express warranty contract was the original delivery date of the Subject Vehicle…" the subdivision (b) bars Plaintiff's claims as of May 27, 2024. Defendant also argues that since the express warranty was for three years, subdivision (a) bars Plaintiffs' claims as of one year after the expiration of the express warranty, which would have been May 27, 2022.

Notwithstanding these arguments (which will be addressed below), it is not clear from the facts pleaded that Defendant is the type of manufacturer described in CCP § 870.20. The statute states that the Chapter applies to actions against "a manufacturer who has elected under Section 871.29 to proceed under this chapter…" (CCP § 871.20(a).) Plaintiff does not allege that Defendant is such a manufacturer. Defendant has argued that it is such a manufacturer since it made its election in April of 2025. However, such fact is not on the pleaded by Plaintiff, nor has it been judicially noticed. Therefore, it cannot be considered when determining the sufficiency of Plaintiffs' complaint. Accordingly, it is not clear from the facts pleaded, that Defendant timely elected to proceed under the chapter, and, consequently, that the time limits of CCP § 871.21 apply here. (See *Soro v. FCA US, LLC* (S.D. Cal., Feb. 19, 2026, No. 25-CV-02200-GPC-SBC) 2026 WL 473050, at *5.)

Arguendo, even if the time limits of CCP § 871.21 could be said to apply to this matter, it is not clear from the face of the complaint that Plaintiffs' claims are time-barred. Defendant argues that Plaintiffs' claims are barred under subdivision (b) if we assume that the date of delivery is the same as the date the warranty contract was entered into. The Court cannot make such an assumption. This motion cannot be granted unless it appears affirmatively from the face of the complaint, not from any assumption we must make, that the action is necessarily barred. Plaintiffs do not allege the date of delivery. The Court cannot assume what that date is. Furthermore, even if the Court were to make such an assumption, Plaintiffs allege that that the contract date was "on or about May 27, 2018." Such "on or about" allegation is sufficient to withstand general demurrer on

time-limit grounds and sufficiently overcome Defendant's arguments regarding subdivision (a) as well.

B. Fourth and Fifth Causes of Action

Defendant argues that Plaintiffs' fourth and fifth causes of action are barred by the applicable statutes of limitation which began to accrue at the sale/delivery of the vehicle or upon discovery of the alleged defects (which Defendant argues occurred on the date of delivery). As explained above, Plaintiffs have not alleged when they purchased the vehicle nor when it was delivered. Plaintiffs have not alleged a specific date on which the engine defects were discovered. The Court cannot assume when this happened or assign a date based on Defendant's factual representations in its motion. Accordingly, it is not apparent from the face of the complaint that the claims are time-barred.

II. Plaintiffs Have Failed to Allege their Fifth Cause of Action (Fraudulent Inducement-Concealment)

"The required elements for fraudulent concealment are (1) concealment or suppression of a material fact; (2) by a defendant with a duty to disclose the fact; (3) the defendant intended to defraud the plaintiff by intentionally concealing or suppressing the fact; (4) the plaintiff was unaware of the fact and would have acted differently if the concealed or suppressed fact was known; and (5) plaintiff sustained damage as a result of the concealment or suppression of the material fact." (*Rattagan v. Uber Techs., Inc.* (2024) 17 Cal.5th 1, 40.) "To withstand demurrer, facts constituting every element of fraud must be alleged with particularity." (*Kalnoki v. First American Trustee Servicing Solutions, LLC* (2017) 8 Cal.App.5th 23, 35.) "This particularity requirement necessitates pleading *facts* which 'show how, when, where, to whom, and by what means the representations were tendered.'" (*Stansfield v. Starkey* (1990) 220 Cal.App.3d 59, 73.)

> A duty to disclose a material fact can arise if (1) it is imposed by statute; (2) the defendant is acting as plaintiff's fiduciary or is in some other confidential relationship with plaintiff that imposes a disclosure duty under the circumstances; (3) the material facts are known or accessible only to defendant, and defendant knows those facts are not known or reasonably discoverable by plaintiff (i.e., exclusive knowledge); (4) the defendant makes representations but fails to disclose other facts that materially qualify the facts disclosed or render the disclosure misleading (i.e., partial concealment); or (5) defendant actively conceals discovery of material fact from plaintiff (i.e., active concealment).

(*Rattagan*, *supra*, at 40.) "Circumstances (3), (4), and (5) presuppose a preexisting relationship between the parties, such as "between seller and buyer, employer and prospective employee, doctor and patient, or parties entering into any kind of contractual agreement." (*Ibid*.) "All of these relationships are created by transactions between parties from which a duty to disclose facts material to the transaction arises under certain circumstances." (*Ibid*.) "Such a transaction must necessarily arise from direct dealings between the plaintiff and the defendant; it cannot arise between the defendant and the public at large." (*Ibid*.)

A. Transactional Relationship

Plaintiffs have alleged that Defendant knew or should have known of the engine defects

prior to the purchase through its exclusive knowledge of non-public, internal data. They also allege that Defendant and its agents have actively concealed the engine defect and failed to disclose this defect to Plaintiffs at the time of purchase. However, as explained by the *Rattagan* Court, *supra*, circumstances 3, 4, and 5, as listed by the *Rattagan* Court, presuppose a preexisting relationship between the parties, such as buyer and seller. Plaintiffs have not sufficiently alleged such a relationship between them and Defendant. Plaintiffs do not allege that they purchased the vehicle directly from Defendant. They do not allege any facts regarding the purchase of the vehicle. In fact, they do not respond to Defendant's argument regarding a transactional relationship in their opposition.

The Court finds *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828 to be instructive. The *Dhital* Court found the *Dhital* plaintiffs' allegations regarding a transactional relationship were sufficient where, "Plaintiffs alleged that they bought the car from a Nissan dealership, that Nissan backed the car with an express warranty, and that Nissan's authorized dealerships are its agents for purposes of the sale of Nissan vehicles to consumers." (*Ibid*.) Plaintiffs here have not made such allegations. As stated above, Plaintiffs have not alleged any facts regarding where the vehicle was purchased nor the seller's relationship to Defendant. If the vehicle was purchased at a dealership, Plaintiff does not allege that the dealership was the agent of Defendant for purposes of the sale of GM vehicles to consumers.

Plaintiffs allege that the parties entered into a "warranty contract." However, alleging such is insufficient to allege a transactional relationship between the parties. Plaintiffs have not cited any authority providing that alleging the existence of a manufacturer's express warranty is sufficient to allege a transactional relationship between the parties. Referring to the express warranty as a "warranty contract" is insufficient to allege *direct dealings* between the parties such that a duty to disclose is created.

Since Plaintiffs have failed to allege a transactional relationship between the parties, and since a transactional relationship must exist in order for there to be a duty to disclose, the Court need not address whether Plaintiffs have sufficiently pleaded exclusive knowledge, partial concealment, or active concealment of material facts (circumstances 3, 4, and 5 as enumerated by the *Rattagan* court.)

Furthermore, while Plaintiffs make general allegations of the remaining elements for the cause of action, they do not plead them with specificity, as required. They also make no mention of an intent to defraud. Therefore, Plaintiffs have failed to allege their fraud cause of action.

B. Economic Loss Rule

Defendant argues that this cause of action is barred by the economic loss rule ("ELR") because Plaintiffs' fraud claim fails to meet the mandatory conditions expressed in *Rattagan*, *supra*. The *Rattagan* decision involved fraudulent concealment after contract formation, not during. (See *Rattagan v. Uber Technologies, supra*, 17 Cal.5th at fn. 12.) Accordingly, the Court finds the two-part test of *Rattagan* to be inapplicable here. The *Dhital* case, *supra*, offers a test for determining whether a Plaintiff's fraud claim is barred by the ELR that this Court finds to be applicable here.

The *Dhital* Court stated,

> To hold, at the demurrer stage, that plaintiffs' fraud claim is barred by the economic loss rule, we would need to conclude, as Nissan urges us to do, that (1) despite the Supreme Court's statement in *Robinson*, there is no exception to the economic loss rule for fraudulent inducement claims (or at least no exception that encompasses the claim plaintiffs allege in the SAC), or (2) plaintiffs have not adequately pleaded a claim for fraudulent inducement under California law.

(*Dhital*, *supra*, 84 Cal.App.5th at 839.)

The *Dhital* Court declined to find that there was no exception to the ELR for fraudulent inducement claims. Furthermore, the Court declined to find the *Dhital* plaintiff's fraud cause of action was barred since the *Dhital* plaintiff had adequately pleaded fraudulent conduct independent of Nissan's alleged warranty breaches. Accordingly, the test for whether a plaintiff's fraudulent inducement by concealment claim, such as that alleged here, is barred by the ELR is whether the plaintiff has adequately pleaded fraudulent conduct independent of the alleged warranty breach.

Considering the detailed discussion in the *Dhital* case regarding the ELR, the Court agrees that since Plaintiffs have failed to adequately plead fraudulent conduct independent of the alleged warranty breaches, the fraud claim is technically barred by the ELR. However, if Plaintiffs are able to adequately plead such conduct, the claim will not be barred by the ELR.

4. SCV-272368, The People of the State of California v Manzo

The People's motion to for an order establishing admissions and imposing evidentiary and monetary sanctions is **DENIED** for failure to notify the opposition party of the motion. (CCP § 1005; Cal. Rules of Court, Rule 3.1300(c).) There is no proof of service attached to the motion nor filed separately showing that Defendant has been given notice. Accordingly, the motion is denied

5. SCV-27300, Doe v Santa Rosa City Schools

Motion dropped per request of moving party via the notice of settlement filed 03/09/26.

6. 25CV04931, Etimos v Tesla, Inc

Defendant's unopposed motion to compel arbitration is **GRANTED**. Defendant's request for judicial notice is **GRANTED**.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Analysis:

Plaintiff filed this lawsuit on or about July 14, 2025, against Tesla. Plaintiff alleges that Tesla is liable for: (1) "Breach of Express Warranty"; (2) "Breach of Implied Warranty"; and (3) "Violation of the Song-Beverly Act Section 1793.2(b)".

Plaintiff placed an order for a 2022 Tesla Model 3 from Defendant Tesla, Inc. on December 10, 2021. In placing that order, Plaintiff executed the Order Agreement, thereby agreeing to be bound by its terms and conditions, which included an agreement to arbitrate.

"The party seeking to compel arbitration has the initial burden to plead and prove the existence of a valid arbitration agreement that applies to the dispute. Once that burden is satisfied, the party opposing arbitration must prove any defense to the agreement's enforcement, such as unconscionability." (*Dennison v. Rosland Cap. LLC* (2020) 47 Cal.App.5th 204, 209.)

Defendant has shown the existence of a valid arbitration agreement between the parties. In placing the order for her vehicle, Plaintiff agreed to the terms of a Motor Vehicle Order Agreement ("Order Agreement"), thereby agreeing to be bound by its terms and conditions, which included an agreement to arbitrate. The arbitration agreement included a 30-day opt out provision, allowing Plaintiff to opt out within 30 days of signing the order agreement. Plaintiff did not do so. Therefore, the arbitration provision is binding on both parties. Furthermore, Plaintiff's claims directly arise out of the order agreement. Thus, the arbitration provision contained within the order agreement applies to Plaintiff's claims. Plaintiff has failed to file an opposition and has, thus, failed to raise any defenses to enforcement.

*****This is the end of the Tentative Rulings*****