

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, October 16, 2026 3:00 pm
Courtroom 19 –Hon. Oscar A. Pardo
3055 Cleveland Avenue, Santa Rosa**

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) 521-6602**, 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 19 Hearings

MeetingID: 160-421-7577

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PLEASE NOTE: The Court’s Official Court Reporters are “not available” within the meaning of California Rules of Court, Rule 2.956, for court reporting of civil cases.

1. 24CV00145, State Farm Mutual Automobile Insurance Co. v. White Jr.

The **unopposed** motion is **DENIED**. The court will issue an order consistent with this ruling.

I. Background

This case springs from an automobile accident on October 20, 2021, in which a car operated by James White (“Defendant”) struck and damaged a car operated by David Robinson. Robinson’s insurer, State Farm (“Plaintiff”) paid Robinson \$6,677.98, and then initiated this subrogation action on January 8, 2024, seeking to recover that amount from Defendant.

On May 10, 2024, the parties entered into a Stipulation for Settlement and Entry of Judgment and Order (“Agreement,” Mahfouz Dec Exh. A.) The Agreement provided that Defendant’s insurer, USAA Claims, would pay Plaintiff \$2,031.00, and Defendant would pay the remaining \$4,646.98 in monthly payments of \$200.00, beginning on May 15, 2024. (Agreement ¶ 5, Mahfouz Dec ¶6.) The Agreement was filed with the Court on May 13, 2024. On May 17, the Court dismissed the action without prejudice but retained jurisdiction to enforce the settlement. (CCP § 664.6.)

USAA Claims duly paid the \$2,031.00 on June 3, 2024. (Mahfouz Dec ¶ 7.) Defendant has made no payments at all. (Mahfouz Dec ¶ 9.) This matter comes on calendar for Plaintiff's motion to vacate the dismissal and enforce the settlement pursuant to its terms related to default.

II. Governing law

"If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement." (CCP § 664.6(a).) A written agreement is enforceable if signed by a party, that party's attorney, or an insurer's authorized agent. (CCP § 664.6(b); see also *Provost v. Regents of University of California* (2011) 201 Cal.App.4th 1289, 1295.) In order to enforce an agreement under CCP § 664.6, the moving party must show that there was mutual consent to common terms. (*Bowers v. Raymond J. Lucia Companies, Inc.* (2012) 206 Cal.App.4th 724, 732-733.)

"Although a court may not add to or make a new stipulation without mutual consent of the parties [citation], it may reject a stipulation that is contrary to public policy [citation], or one that incorporates an erroneous rule of law [citation]." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664; see also *Leeman v. Adams Extract & Spice, LLC* (2015) 236 Cal.App.4th 1367, 1375 [court has authority under CCP § 664.6 to either approve or disapprove a settlement agreement but not to modify its terms].)

III. Service

Plaintiff has filed this motion twice before, once on August 20, 2025, and again on December 5, 2025. On both occasions, the Court denied the motion on the grounds that although Plaintiff had served Defendant and his counsel with copies of the motion, Plaintiff had not served them with amended copies of the motion showing the hearing dates. Plaintiff filed the motion again on April 14, 2026. At a hearing on August 7, Plaintiff's counsel represented to the Court that he had served the amended notices showing the hearing date but had failed to file the proofs of service with the Court. The Court continued the hearing to October 16 in order to provide counsel with the opportunity to file the appropriate proofs of service.

On August 27, Plaintiff filed a Notice of Continued Hearing, indicating the new hearing date of October 16, and accompanied by a proof of service by email and U.S. mail on Defendant and Defendant's counsel. On the same date, Plaintiff's counsel filed a declaration to which is attached the unfiled proofs of service of the prior hearing dates.

The Court finds that service has been satisfactorily effected.

IV. Interest

The Agreement provides that in the event of Defendant's default, he will be liable for "interest from the date of loss of 10/20/2021." (Agreement ¶¶ 4, 9.) October 20, 2021, is indeed the date

of the traffic accident at the center of this action. However, the instant motion does not seek interest from that date; it seeks interest from June 15, 2024, which it describes as the “default date.” (MPA at pp. 5, 7.) The Court is unclear on why Plaintiff specifies that date, since the Agreement says that the first payment was due on *May* 15, 2024, and Plaintiff alleges that Defendant has made no payments at all. (Agreement ¶ 5(A)(II); MPA at p. 3.) But that does not matter, because as discussed next, the Agreement’s “date of loss” provision is fatal to the instant motion.

A. The Court cannot enforce a stipulated judgment on terms different from those in the stipulation

A court’s authority with regard to enforcement of a stipulated judgment is limited to entering and enforcing judgment pursuant to the terms of the settlement. “The court is powerless to impose on the parties more restrictive or less restrictive or different terms than those contained in their settlement agreement.” (*Hernandez v. Board of Education* (2004) 126 Cal.App.4th 1161, 1176.) “Although a judge hearing a section 664.6 motion may receive evidence, determine disputed facts, and enter the terms of a settlement agreement as a judgment [citation], nothing in section 664.6 authorizes a judge to *create* the material terms of a settlement, as opposed to deciding what terms *the parties themselves* have previously agreed on.” (*Weddington Productions v. Flick* (1998) 60 Cal.App.4th 793, 810, original emphasis; see also *Leeman, supra*, 236 Cal.App.4th at p. 1375.)

There is no question that the parties themselves agreed that in the event of default, Defendant would be liable for interest dating back to October 20, 2021. It is mentioned twice in the Agreement, and the Agreement is executed by Defendant, Defendant’s counsel, Plaintiff’s representative, and Plaintiff’s counsel. As the authorities cited above demonstrate, the Court’s options are restricted to enforcing the Agreement as it stands, including that provision, or denying the instant motion.

B. The Court cannot enter judgment for interest as described in the Agreement.

Settling parties can “reach[] their own agreement about what compensation is owed for damages that would otherwise be addressed by an award of prejudgment interest.” (*BTHHM Berkeley, LLC v. Johnston* (2024) 100 Cal.App.5th 1220, 1225-1226.) If the parties here have done that, then their agreement controls. If they have not, then the Agreement’s reference to “interest” can only mean “interest pursuant to Civ. Code § 3287,” that being the statutory basis for prejudgment interest.

The Court adopts the latter interpretation for two reasons. First, Plaintiff explicitly cites Civ. Code § 3287 as the authority for its interest claim. (MPA at p. 5.) Second, if the parties intended to agree to a formula for calculating prejudgment interest separate from the statutory scheme, they would have specified the interest rate as part of that agreement. In the instant motion, Plaintiff requests interest at the rate of 7% per annum. (*Ibid.*) That is the default rate prescribed by Cal. Const. art. 15. The statutory rate for contract claims is 10%. (Civ. Code § 2389(b).) If the parties had intended to establish an alternative to the statutory scheme, they would not have depended on those defaults; that would have rendered the Agreement ambiguous, since either of

them could equally well have applied. The Agreement's silence regarding the interest rate further persuades the Court that the parties' intent was to provide for prejudgment interest as provided by the ordinary statutory scheme.

That being the case, the Agreement is unenforceable, because the statutory scheme provides for interest only back to the date of loss. "A person who is entitled to recover damages certain, or capable of being made certain by calculation, the right to recover which is *vested in the person upon a particular day*, is entitled also to recover interest thereon *from that day . . .*" (Civ. Code § 3287(a), emphasis supplied.) This means that a court "must award prejudgment interest on request, from the first day there exists both a breach and a liquidated claim." (*North Oakland Medical Clinic v. Rogers* (1998) 65 Cal.App.4th 824, 828.) Here, there was no breach until the day Defendant missed his first payment.

In summary, the Court may only either enforce the Agreement as it stands or decline to do so. It cannot enforce the Agreement as it stands, because the Agreement provides for prejudgment interest pursuant to Civ. Code § 3287 from the day of the loss, October 10, 2021, but that statute authorizes only prejudgment interest from the day of the breach, here May (or possibly June) 15, 2024.

V. Attorney's fees

The Agreement provides that if Defendant defaults on his payments, the judgment entered against him shall include attorney's fees. (Agreement ¶ 9.) It is silent as to how those fees are to be calculated. Plaintiff calculates them "Per the Superior Court of California, Rule 7.3(A)." (MPA at p. 6.) This presumably refers to Rule 7.3 of the Sonoma County Superior Court Local Rules, entitled "Attorney's Fees in Default Proceedings," which provides a formula for calculating attorney's fees based on the amount of damages sought. Applying that formula to Defendant's arrears of \$4,646.98, Plaintiff seeks \$1,364.69 in attorney's fees.

The problem with that approach is that Rule 7.3, by its own terms, applies only "where judgment is entered by the clerk pursuant to Code of Civil Procedure §585(a)." The cited statute provides for "judgment . . . if the defendant fails to answer the complaint." That situation is commonly known as "default," which is why that word appears in the rule's title, but it is an entirely different sort of default than defaulting on payments under a settlement agreement. Rule 7.3, therefore, does not apply here.

Since Plaintiff mistakenly relied on the Rule 7.3 formula, it has not provided any evidence of the attorney's fees it has actually incurred, in the form of either counsel's declaration or copies of billing records. Without evidence of the actual amount of the fees, the Court cannot enter judgment for any attorney's fees at all.

VI. Conclusion

The motion is **DENIED**.

2. 25CV02942, O'Bannon v. Ford Motor Company

Ford Motor Company (“Defendant”) moves for summary judgment, or in the alternative summary adjudication of five claims, in this Song-Beverly Act action. The motion is **DENIED**. Plaintiff’s counsel is directed to submit a written order consistent with this ruling.

I. Background

This Song-Beverly Act action concerns a Ford F-150 truck (“Vehicle”) purchased by Ian O’Bannon (“Plaintiff”). The Vehicle was covered by Ford’s New Vehicle Limited Warranty, which included a Powertrain Warranty that ran for either five years or 60,000 miles, whichever occurred first, beginning on June 16, 2018. (MPA at p. 1; Sep. Stmt. no. 4.) Plaintiff presented the Vehicle for servicing by authorized Ford dealerships on five occasions, three of them for implementation of recalls, once for a damaged front wheel, and once for difficulties with shifting and a grinding noise from the same front wheel. (MPA at pp. 2-3.) The total time the Vehicle spent in repair facilities was approximately 162 days. (*Ibid.*) On April 15, 2025, ten days after the final repair visit, Plaintiff filed this action against Ford Motor Company (“Defendant”) and the dealership Hansel Ford Lincoln.

II. Governing law

A party moving for summary judgment must show that there is no triable issue as to any material fact and the moving party is entitled to a judgment as a matter of law. (CCP § 437c(c).) “From commencement to conclusion,” the moving party bears the burden of persuasion and production to make a prima facie showing that there are no triable issues of material fact. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) “Once the defendant or cross-defendant has met that burden, the burden shifts to the plaintiff or cross-complainant to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto.” (*Ibid.*) If the plaintiff fails to do so, the defendant is entitled to judgment as a matter of law. (*Saelzer v. Advanced Group 400* (2001) 25 Cal.4th 763, 780-781.) “There is no obligation on the opposing party . . . to establish anything by affidavit unless and until the moving party has by affidavit stated facts establishing every element . . . necessary to sustain a judgment in his favor.” (*Consumer Cause, Inc. v. SmileCare* (2001) 91 Cal.App.4th 454, 468.)

III. Late filing of the opposition

Opposition to motions for summary judgment is due 20 calendar days before the hearing. (CCP § 473c(b)(2).) Hearing on this motion is set for October 16. Twenty days before that was Saturday, September 26. Therefore, Plaintiff’s opposition to the instant motion was due on Monday, September 28. (CCP § 12a.) Plaintiff filed its opposition on October 5, which happened to be the deadline for opposition to most motions other than those for summary judgment. (CCP § 1005(b).) Plaintiff asks the court to excuse the late filing on the basis that “[t]he opposition was assigned to a contract attorney who is not an employee of Strategic Legal Practices, APC. The contract attorney does not have the same access to the firm’s assignment system that firm employees have. He did not see the assignment in the system and, as a result, did not see that the opposition had been assigned to him.” (Duane Dec ¶ 3.)

“An attorney’s neglect in untimely filing opposing papers must be evaluated in light of the reasonableness of the attorney’s conduct.” (*Kapitanski v. Von’s Grocery Co.* (1983) 146 Cal.App.3d 29, 33.) The attorney in question here is the one who signed the late-filed opposition, not the contract attorney. Using contract attorneys is reasonable, but failing to provide them with access to the resources required to do their jobs properly is not. Therefore, Plaintiff’s excuse is not a good one and may even serve as a basis for sanctions as outlined below. Nevertheless, the Court will excuse the lateness in light of the “strong policy of the law favoring the disposition of cases on the merits,” and in recognition of the fact that Defendant was able to file a reply four days after the opposition was filed and was therefore minimally prejudiced. (*Correia v. NB Baker Electric* (2019) 32 Cal.App.5th 602, 613.)

In that reply, Defendant points out that the firm representing Plaintiff has filed late oppositions on numerous other recent occasions, often with similar excuses. (Clayton Reply Dec ¶¶ 2(a), 2(d), 2(g), 2(i).) On other occasions, the firm filed no opposition at all but nevertheless appeared at oral argument to contest the tentative ruling. (Clayton Reply Dec ¶¶ 2(b), 2(c), 2(f) [“mass exodus of attorneys”], 2(g) [opposition not filed due to their inability to determine what vehicle was at issue], 2(h) [“calendar error”], 2(j) [“too busy”], 2(o).) The conduct Defendant describes is certainly concerning, and arguably a violation of Rule 1.1, *Competence*, of the State Bar’s Rules of Professional Conduct. But it is not this Court’s function to enforce that rule with respect to violations that occurred in other courts.

The Court will consider the late-filed opposition. (Cal. Rules of Court, Rule 3.1300(d).)

IV. Discussion

Defendant makes two arguments. First, Defendant argues that Plaintiff’s Song-Beverly Act causes of action, the First through Fourth, are time-barred by CCP § 871.21. (MPA at pp. 5-8.) Second, Defendant argues that no triable issues of fact support Plaintiff’s Sixth Cause of Action for fraudulent inducement. (MPA at pp. 8-9.)

C. The newly adopted statute of repose is prospective only.

CCP § 871.21, the “statute of repose” upon which Defendant depends, was adopted as part of AB 1755 on September 29, 2024, and took effect on January 1, 2025. As relevant here, it provides that “An action covered by Section 871.20 shall be commenced within one year after the expiration of the applicable express warranty.” This is such an action with respect to the first four causes of action in Plaintiff’s complaint.

It is undisputed that the Vehicle’s warranty, including the 5-year/50,000-mile powertrain warranty, took effect on June 16, 2018. (Plaintiff’s Sep. Stmt. no. 4.) Defendant’s argument, in brief, is that the warranty expired no later than five years after that, on June 16, 2023, and therefore Plaintiff’s deadline to file this action was one year after that, plus one day because June 16, 2024, was a Sunday. Defendant concedes that the deadline was tolled by “the time the motor vehicle [was] out of service by reason of repair for any nonconformity,” which Defendant calculates to be 162 days. (MPA at pp. 7-8; CCP § 871.21(c)(2).) 162 days after June 17, 2024, was November 26, 2024. Plaintiff disputes the 162-day figure and asserts that the correct one is

174 days (Oppo at p. 12), which would put the deadline at December 9, 2024 (because December 8 was a Sunday), but it does not matter because the complaint was not filed until April 25, 2025.

Plaintiff makes several arguments in response. For example, Plaintiff suggests that the relevant warranty is not the 5-year/50,000-mile powertrain warranty, but rather the 7-year/70,000-mile emissions-defects warranty. (Oppo at pp. 1, 11-13; see also Plaintiff's Sep. Stmt. no. 4.) However, the Court only needs to reach one of Plaintiff's arguments: that CCP § 871.21 does not operate retroactively. (Oppo at pp. 13-14.) The Court agrees.

As a general matter, statutory amendments apply only prospectively if there is no clear legislative intent to the contrary. (*Evangelatos v. Superior Court* (1988) 44 Cal.3d 1188, 1193-1194.) Defendant has not pointed to any legislative history suggesting that CCP § 871.21 was intended to apply retroactively. As to the specific issue of amendments that shorten limitation periods, it is well settled that they "cannot be applied retroactively to wipe out an accrued cause of action that is not barred by the then applicable statute of limitations. To avoid the unconstitutional effect of retroactive application, a statute must be applied prospectively to such causes of action. [Citation.] Even when the newly enacted statute is applied prospectively, plaintiffs must be allowed a reasonable time to proceed with their causes of action." (*Niagara Fire Ins. Co. v. Cole* (1965) 235 Cal.App.2d 40, 42-43.)

The "then applicable statute of limitations" for Song-Beverly Act actions – that is, the limitation period prior to January 1, 2025, when CCP § 871.21 took effect – was the four-year period provided by Cal. Com. Code § 2725 for breach of warranty. (*Krieger v. Nick Alexander Imports* (1991) 234 Cal.App.3d 205, 215.) The cause of action accrued upon discovery. (*Id.* at p. 218.) Therefore, before 2025, Plaintiff would have had four years from his discovery that Defendant had breached its warranty to file this action. The Court does not have sufficient information before it to determine when Defendant made that discovery, but if it was the same day the warranty expired, Plaintiff could have filed this action any time up to June 16, 2027. In fact, Plaintiff filed it on April 25, 2025, less than four months after the new law took effect, which the Court agrees was a "reasonable time." (Oppo at pp. 13-14; *Niagara, supra*, 235 Cal.App.2d at p. 43.)

Therefore, the four Song-Beverly Act causes of action are not time-barred by CCP § 871.21. Since that was Defendant's only argument regarding those causes of action, summary adjudication of them is denied.

D. The fraudulent inducement cause of action

1. Defects in the engine as distinct from other components

Plaintiff's Sixth Cause of Action for fraudulent inducement and concealment rests on the allegation that the Vehicle had a condition described in the complaint by the defined term "Engine Defect," and that Defendant "knew about, and concealed [that condition] from Plaintiff at the time of sale, repair, and thereafter." (Complaint ¶¶ 53, 59.) Defendant argues that this cause of action fails because Plaintiff has not provided any evidence of a defect in the Vehicle's engine. (MPA at pp. 8-9.) Plaintiff responds that Defendant "did not address the incorporated

transmission-defect allegations.” (Oppo at p. 15; Complaint ¶ 12 [alleging defects including “engine defects, transmission defects, electrical defects”].)

Defendant characterizes Plaintiff’s argument as an “attempt[] to amend his fraud cause of action to include any alleged defect with the Subject Vehicle’s transmission.” (Reply at p. 6.)

Defendant supports this contention by pointing out that the Sixth Cause of Action refers to an “Engine Defect,” as distinct from a transmission defect or a defect in some part of the Vehicle other than the engine: “The engine, not the transmission.” (Reply at p. 5, original emphasis.) Similarly, “Plaintiff . . . cannot attempt to amend this claim to somehow assert the ‘Engine Defect’ fraudulent inducement claim is somehow related to the transmission.” (*Id.* at p. 6.)

Defendant grounds its argument on an assertion that the term “Engine Defect” “is defined by Plaintiff as the engine suffering from ‘one of more defects that can result in a loss of power, stalling, engine running rough, engine misfires, or failure or replacement of the engine.’” (MPA at p. 8.) Similarly, Defendant introduces the corresponding section of its argument in its reply brief by asserting that “[t]he Complaint specifically sets forth Plaintiff’s definition of the ‘Engine Defect’ (engine suffering from “one or more defects that can result in a loss of power, stalling, engine running rough, engine misfires, or failure or replacement of the engine”).” (Reply at p. 5.) Defendant makes fundamentally the same assertion in its Separate Statement of Undisputed Facts. (Sep. Stmt. no. 3.) None of these descriptions of the definition of “Engine Defect” is accurate. They all clearly refer to the following allegation, in which the term is defined:

Plaintiff is informed and believes, and based thereon alleges, that the 3.5L engine *and/or its related components* installed in the Subject Vehicle suffer from one or more defects that can result in loss of power, stalling, engine running rough, engine misfires, failure or replacement of the engine (the “Engine Defect”).

(Complaint ¶ 53, emphasis supplied.) The emphasized passage, which Defendant consistently ignores, is crucial because it extends the meaning of the defined term “Engine Defect” outside the universe of defects in the engine itself, to include defects in the Vehicle in general that *affect* the engine by causing it to lose power, stall, and so forth. “Engine Defect” was not the most appropriate term to denote defects in the engine and/or other components of the Vehicle – “Engine-Related Defect” would have been a better choice, for example – but it is nevertheless clear that that is what the term means in the context of the Complaint.

The Court acknowledges that Plaintiff does not use the defined term consistently: for example, “Defendant FORD will not notify the public that the 3.5L engine is defective” (Complaint ¶ 58), “instead of repairing defects in the 3.5L engine” (*id.* ¶ 59), “had Plaintiff known that the Subject Vehicle was equipped with a defective engine” (*id.* ¶ 66), “FORD continued to conceal its knowledge of the defective 3.5L engine” (*id.* ¶ 72), “FORD was aware of its inability to repair the defects in the 3.5L engine” (*id.* ¶ 73). While consistency would have been the better practice, “the meaning of words in a complaint may not be considered in isolation and must be viewed in context of the entire pleading . . . with the object of ensuring ‘substantial justice between the parties.’” (*Pointe San Diego Residential Community v. Procopio, Hargreaves & Savitch, LLP* (2011) 195 Cal.App.4th 265, 281, citing CCP § 452.) A term can be interpreted as a defined term

even if it is not capitalized. (*Hot Rods, LLC v. Northrop Grumman Systems* (2015) 242 Cal.App.4th 1166, 1181, fn. 4.)

The Court finds that the thrust of the allegations in the Sixth Cause of Action is clear: Ford vehicles with the same engine as Plaintiff's Vehicle have defects in various components, including but not limited to the engine; those defects cause the engine to run poorly, stall, and experience premature wear; Defendant knew of the defects and failed to warn customers about them. The Court does not read the Sixth Cause of Action as addressing defects in the engine and excluding defects in any other part of the Vehicle.

2. Lack of evidence of damage to Plaintiff's Vehicle

Defendant also argues that the Sixth Cause of Action is deficient because it does not allege facts sufficient to prove "the first prong Plaintiff must meet to establish this claim," that being "the 'material fact' that there was actually a 'defect' in the engine of the Subject Vehicle." (Reply at pp. 6-8, original emphasis.)

It is certainly true that "resulting damage" is an element of a fraud claim. (*Robinson Helicopter Co. v. Dana Corp* (2004) 34 Cal.4th 979, 990.) Defendant's point is apparently that Plaintiff can allege a factual basis for the damages element only by alleging that his actual Vehicle was damaged by the alleged defects. Plaintiff, however, asserts that "[a] concealment claim based on a defect common to a product line is not defeated merely because the individual unit has not yet suffered catastrophic failure; the informational injury occurs at sale." (Oppo at p. 16.)

Plaintiff is correct. In *Dhital v. Nissan North America* (2022) 84 Cal.App.4th 828, the plaintiffs in a Song-Beverly action appealed the trial court's sustaining of a demurrer without leave to amend on the basis that, among other things, their fraudulent concealment cause of action was not pleaded with sufficient specificity. (*Id.* at p. 835.) After listing the elements of a fraud claim, including "resulting damage," the reviewing court described the allegations in Dhital's complaint. The ones related to damage were "plaintiffs would not have purchased the car if they had known of the defects; and plaintiffs suffered damages in the form of money paid to purchase the car." (*Id.* at p. 844.) The court concluded that these allegations were sufficient to meet the pleading requirements for fraud. (*Ibid.*) The court's silence as to the lack of an allegation of any damage to the plaintiffs' particular vehicle very strongly suggests that the court did not consider such an allegation necessary. Accordingly, this Court does not either.

Because there are triable issues of fact regarding whether Ford concealed its knowledge of defects in vehicles equipped with 3.5L engines that resulted in engine problems, and whether Plaintiff suffered damages in the form of the money he paid for a Vehicle that he would not have purchased if he knew of those defects, summary adjudication of the Sixth Cause of Action is denied.

V. Conclusion

The motion is **DENIED**.

3. 26CV02988, Earle Cameron v. Toyota Motor Corporation

Plaintiff Simon David Earle Cameron (“Plaintiff”) filed this action on April 28, 2026, asserting claims arising from the purchase of a 2025 Toyota Tacoma and alleged defects, nonconformities, and breaches of warranty concerning that vehicle. The Complaint names Toyota Motor Corporation (“TMC”), Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Freeman Motors, Inc., and Doe defendants.

This matter is set for hearing on Defendant TMC’s motion to quash service of summons. Although the original moving papers were served, the record contains no proof demonstrating that Plaintiff was served with notice of the hearing date. Accordingly, the matter is **CONTINUED to November 13, 2026 at 3:00 pm in Department 19.** Defendant TMC is to give notice in compliance with Code of Civil Procedure 1005.

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