Tentative Rulings for July 13, 2026
Department 5

To request oral argument, you must notify Judicial Secretary Crystal Marias at (760) 904-5722 and inform all other counsel no later than 4:30 p.m.

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at Riverside Superior Court-Tentative Rulings.. If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department 5 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

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You may also make a Telephonic Appearance: On the day of the hearing, call into one of the below listed phone numbers, and input the meeting number (followed by #):

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252, 1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
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Riverside Superior Court provides official court reporters for hearings on law and motion matters only for litigants who have been granted fee waivers and only upon their timely request. (See General Administrative Order No. 2021-19-1) Other parties desiring a record of the hearing must retain a reporter pro tempore.

1.

CASE #	CASE NAME	HEARING NAME
CVME2511189	MALONE vs TEMECULA VALLEY HOSPITAL, INC.	MOTION TO COMPEL FURTHER RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS, SET TWO

Tentative Ruling:

The meet-and-confer requirement has been met.

RFP No. 60 (clinical audits concerning patient falls that the corporate parent entity UHS provided to Defendant from 9/24/23 through 12/1/24)

Decedent was admitted to the hospital on 9/25/24. (Complaint, ¶ 5.) The request covers a 14-month window before and after Decedent's fall. Good cause is shown. The requested audits are probative of whether Defendant had knowledge of recurring falls in its facility and whether it deliberately disregarded them before and after Decedent's injury. In *Lopez v. Watchtower Bible & Tract Society of New York, Inc*. (2016) 246 Cal.App.4th 566, the court held that a defendant's post-incident reports are discoverable to show ratification and reprehensibility of that defendant's actions to support punitive damages. (*Lopez v. Watchtower Bible & Tract Society of New York, Inc., supra*, 246 Cal.App.4th at p. 592.) "One relevant factor in this analysis is the extent to which the defendant's alleged wrongful conduct involved repeated actions, including conduct occurring after the incident in question." (*Ibid*.) A 14-month timeframe is not unreasonable. The requested audits are relevant to show recklessness.

Evidence Code section 1157

Defendant argues the audits are protected under Evidence Code section 1157. Section 1157 protects "the records of organized committees of medical, medical-dental, podiatric, registered dietitian, … prehospital emergency medical care person or personnel, or veterinary staffs, or of a peer review body." (Evid. Code, § 1157(a).) It also provides that the proceedings and records of hospital staff committees "having the responsibility of evaluation and improvement of the quality of care rendered" are not subject to discovery. Peer review bodies described in Bus. & Prof. Code §805 are also protected. Moreover, persons who attended such meetings cannot be compelled to testify as to what transpired. (Evid Code §1157(b); *University of Southern California v. Superior Court* (1996) 45 Cal.App.4th 1283, 1290.) Evid. Code §1157 creates only a privilege against discovery from medical staff committees; it does not create a bar against introduction of evidence obtained from other sources. (*Alexander v. Superior Court* (1993) 5 Cal.4th 1218, 1224.)

"Section 1157 'applies *only* to records of and proceedings before medical investigative committees.' [Citation.] Information developed or obtained by hospital administrators or others which does not derive from an investigation into the quality of care or the evaluation thereof by a medical staff committee, and which does not disclose the

investigative and evaluative activities of such a committee, is not rendered immune from discovery under section 1157 merely because it is later placed in the possession of a medical staff committee or made known to committee members; and this may be so even if the information in question may be relevant in a general way to the investigative and evaluative functions of the committee." (*Santa Rosa Memorial Hospital v. Superior Court* (1985) 174 Cal.App.3d 711, 724 [italics in original].)

To determine whether the privilege applies, the court in *Matchett v. Superior Court* (1974) 40 Cal.App.3d 623, 630-631 examined the functions of each relevant staff committee to determine whether it fit the statutory description: of "having the responsibility of evaluation and improvement of the quality of care rendered in the hospital", only to conclude that the Credentials Committee, Records Committee, Tissue Committee, and Executive Committee all fell within the scope of the privilege. In *Santa Rosa Memorial Hospital*, by contrast, the court noted that administrative activities which, "while related to, are independent of the investigative and evaluative activities of medical staff committees" are not protected by §1157 (*Santa Rosa Memorial Hospital, supra, 174 Cal.App.3d* at p. 726).

> Hospitals have a dual structure. First, an administrative governing body (often comprised of persons other than health care professionals) takes ultimate responsibility for the quality and performance of the hospital. Second, an "organized medical staff" entity (composed of health care professionals) has responsibility for providing medical services, and is "responsible to the governing body for the adequacy and quality of the medical care rendered to patients in the hospital." [Citations.]
>
> The medical staff entity is required to perform various functions (e.g., "executive review, credentialing, ... utilization review, infection control") through one or more committees. [Citation.] State regulations require that medical staff committees have "formal procedures for the evaluation of staff applications and credentials, appointments, reappointments, [and] assignment of clinical privileges ..." [Citation], and that applicants and reapplicants for hospital privileges must "demonstrate their ability to perform surgical and/or other procedures competently and to the satisfaction of an appropriate committee or committees of the staff, at the time of original application for appointment to the staff and at least every two years thereafter." [Citation.]

(*Alexander v. Superior Court* (1993) 5 Cal.4th 1218, 1224 (disapproved of on other grounds as stated in *Hassan v. Mercy American River Hospital* (2003) 31 Cal.4th 709)); see also *Willits v. Superior Court* (1993) 20 Cal.App.4th 90, 100.)

Willits, supra, was an action by a nurse who was infected with HIV following a needle stick injury. The plaintiff sought discovery of various records from the hospital, which asserted the §1157 privilege. The court held that the §1157 privilege could apply to actions by hospital employees but cautioned against reading that holding too broadly:

"we fully endorse the distinction that Matchett, Santa Rosa Memorial Hospital, and other cases have consistently drawn between administrative functions/records and committee functions/records." (*Willits, supra*, 20 Cal.App.4th at p.103.)

The precise functions of the clinical audits are not fully described by the parties, as Defendant Temecula Valley Hospital failed to provide a privilege log or explain the generation and routing of the documents in its response to RFP no. 60; the opposing papers provided to the court fail to identify any specific committee, meeting, or author involved in the audits. "[A] hospital cannot receive the benefit of section 1157 if it refuses to bear the associated burden of demonstrating why the information claimed to be immune should be deemed a record or proceeding of a medical staff committee." (*Santa Rosa Memorial Hospital, supra*, 174 Cal.App.3d at p. 727.) Such a showing seems particularly appropriate here as the clinical audits sought in RFP no. 60 were generated by co-defendant UHS of Delaware, Inc. ("UHS"), which both defendants affirmatively plead is a separate corporate entity. Furthermore, the declaration of defense counsel Saira M. Mejia states Defendant's risk management and clinical audit materials are prepared for "claims handling and litigation-related review" and that "[t]he reports do not serve any other purpose." (Mejia Decl., ¶ 6). There is simply no evidence before the court to conclude that the audits that UHS provided were records or proceedings of an internal committee at the hospital with the "responsibility of evaluation and improvement of the quality of care rendered in the hospital…." (Evid. Code §1157(a).) Accordingly, the audits fall outside the protection of §1157.

Patient Safety and Quality Improvement Act of 2005

Defendant also argues the requested audits are privileged "patient safety work product" under the federal Patient Safety and Quality Improvement Act of 2005 ("the Act"). (42 U.S.C. § 299b-21 et seq.) Under the Act, notwithstanding other state and federal law, patient safety work product shall not be subject to discovery in state civil matters against a provider or admitted as evidence in a civil proceeding. (42 U.S.C. § 299b-22(a).) Patient safety work product means data, reports, memoranda, records, analyses, or statements that are assembled by a provider for reporting to a patient safety organization and are reported to a patient safety organization or developed by a patient safety organization for conducting patient safety activities. (42 U.S.C. § 299b-21(7)(A). This information does not include "a patient's medical record, billing and discharge information, or any other original patient or provider record." (42 U.S.C. § 299b-21(7)(B)(i).) This provision should also not be construed to limit "the discovery of or admissibility of information described in this subparagraph in a criminal, civil, or administrative proceeding." (42 U.S.C. § 299b-21(7)(B)(ii).)

Defendant argues the audits are protected patient safety work product because its corporate parent UHS is a federally registered Patient Safety Organization. (Mejia Decl. ¶ 7.) However, 42 C.F.R. § 3.20 expressly excluded from the definition of patient safety work product information that is "collected, maintained, or developed separately, or exists separately, from a patient safety evaluation system." (42 C.F.R. § 3.20(2)(i).)

Here, none of the audits sought in RFP no. 60 involve a patient safety evaluation system. Instead, the request is limited to "clinical audits that mentioned or discussed patient falls." (Separate Statement, p. 2.) Defendant's own counsel also acknowledges these audits are prepared and maintained for "claims handling and litigation-related review" and "do not serve any other purpose." (Mejia Decl., ¶ 6). This places the requested audits outside of the protection of patient safety work product. Defendant has also presented no evidence showing that the audits involve a patient safety evaluation system. The website printout attached to the Mejia Declaration merely establishes that "UHS Acute Care PSO" is a listed Patient Safety Organization. It does not show these specific fall audits were created in connection with a patient safety evaluation system. (Mejia Decl., Ex. A). The audits do not fall under the protection of the Act.

Attorney-Client Privilege and Attorney Work-Product Doctrine

Defendant further asserts attorney-client and work-product privileges. The party asserting the privilege must present facts supporting a prima facie claim of privilege; only then does the opposing party have the burden of showing that the privilege does not apply, an exception applies, or there was a waiver. (*Oxy Resources California, LLC v. Superior Court* (2004) 115 Cal.App.4th 874, 894.) Defendant provides only generic statements in its opposing memorandum and a declaration from outside counsel. Further, Defendant did not provide a privilege log. (Code Civ. Proc., § 2031.210(c)(1).) Accordingly, Defendant failed to justify these privileges.

Sanctions

Sanctions are mandatory against a party who unsuccessfully makes or opposes a motion to compel unless the court finds that the party acted with "substantial justification" or that other circumstances make the imposition of sanctions unjust. (Code Civ. Proc., § 2031.310(h).) Defendant asserted broad privilege objections without a privilege log or specific factual support. Plaintiff's request for $825 in sanctions is reasonable. **The court awards $825 in sanctions.**

The motion to compel further production is granted. Sanctions are awarded in favor of Plaintiff and against Defendant Temecula Valley Hospital, Inc. and its counsel of record in the amount of $825, to be payable within 30 days of the court's order. Defendant Temecula Valley Hospital, Inc. is further ordered to provide a further response to RFP, Set Two, no. 60 within 30 days of the court's order.

Moving party is ordered to submit by no later than July 13, 2026, by 5:00 p.m., a proposed order consistent with this ruling.

2.

CASE #	CASE NAME	HEARING NAME
CVRI2302554	CHICO vs GODOY MARTINEZ	MOTION TO STRIKE 1ST AMENDED COMPLAINT

Tentative Ruling:

The court does not consider the untimely opposition.

Nevertheless, **the motion to strike is denied.**

This motion comes after a ruling from over two years ago when, on June 11, 2024, the court granted leave to amend as to the first cause of action for fraud, with twenty (20) days leave to amend. However, there were no appearances on that date by either plaintiff or the moving defendant Alisia Godoy Martinez aka Alisia Godoy, an individual. The court ordered the moving party to give notice. The court has notice that the requisite notice was given. "When a demurrer to any pleading is sustained or overruled, and time to amend or answer is given, the time so given runs from the service of notice of the decision or order, unless the notice is waived in open court, and the waiver entered in the minutes." (Civ. Proc. Code, § 472b.) Since defendant did not give notice as ordered by the court, the time to amend did not start. (Weil & Brown, *California Practice Guide: Civil Procedure Before Trial* §7:135 (Rutter Group 2026).) As such, the first amended complaint was timely filed on July 30, 2024, and the motion to strike is denied.

(Moving party was defaulted on March 20, 2025, almost a year after the first amended complaint was filed; on May 12, 2026, that the entry of default was set aside, and this motion to strike was filed.)

Moving party is ordered to file and serve its answer within ten (10) days from this order on July 13, 2026.

3.

CASE #	CASE NAME	HEARING NAME
CVRI2404633	DAVALOS vs WASTE MANAGEMENT COLLECTION AND RECYCLING, INC.	MOTION TO BE RELIEVED AS COUNSEL FOR MARGARITO DAVALOS

Tentative Ruling:

The motion to be relieved as counsel is granted. Counsel is relieved as counsel of record for client effective upon the filing of the proof of service of the signed order being served upon client. If the proof of service is not filed, counsel will remain counsel of record for all purposes related to this action.

4.

CASE #	CASE NAME	HEARING NAME
CVRI2507407	TURNER vs FCA US LLC	DEMURRER ON 1ST AMENDED COMPLAINT

Tentative Ruling:

The meet-and-confer requirement has been met.

FCA argues the 1st, 2nd, 3rd, and 4th causes of action are barred by newly enacted six-year statute of repose set forth in Code of Civil Procedure section 871.21.

Statute of Repose – Code of Civil Procedure section 871.21

Effective January 1, 2025, the Legislature passed Assembly Bill No. 1755, which amended Song-Beverly actions. (See Code Civ. Proc., § 871.20 et seq.) This action was filed on February 28, 2025.

Opt-In

Plaintiff argues in opposition that FCA's ability to invoke section 871.21 is contingent on whether it opted into the new procedures under section 871.20. This argument fails. First, the FAC is silent regarding opt-in, and Plaintiff's argument relies on impermissible extrinsic evidence for which the Court may not consider in ruling on a demurrer. (See e.g., *Afuso v. United States Fid. & Guar. Co., Inc*. (1985) 169 Cal.App.3d 859, 852, disapproved on other grounds in *Moradi-Shalal v. Fireman's Funds Ins. Cos*. (1988) 46 Cal.3d 287 [error for court to consider contents of release which was not part of any court record].)

Second, the opt-in requirement for manufacturers was not in effect at the time Plaintiff filed this action. (See, former Code Civ. Proc., § 871.20, added by Stats 2024 ch. 938 § 1 (AB 1755), eff. January 1, 2025.) Here, section 871.21 was enacted as part of Assembly Bill 1755 ("AB 1755"), and it became effective on January 1, 2025. Later, Senate Bill 26 ("SB 26") amended 871.20 and 871.24 and added the manufacturer opt-in requirements under Sections 871.29 and 871.30, which require an auto manufacturer to opt into the AB 1755 procedures every five years. It also provided a one-time opt-in for all vehicles sold prior to 2026. Those amendments were not effective until July 1, 2025.

Of those four provisions, the only one for which the operative date of the statute was delayed from January 1, 2025 to July 1, 2025 was Section 871.24. Section 871.24 governs what the consumer must do prior to filing suit. It does not reference the statute of repose. The other provisions, including Section 871.20, which establishes the six-year statute of repose, were not affected by the July 1, 2025 date. **Thus, FCA did not need to opt-in for Section 871.21 to be effective when Plaintiff filed this action.**

Code of Civil Procedure section 871.21 provides, in relevant part:

> (a) An action covered by Section 871.20 shall be commenced within one year after the expiration of the applicable express warranty.
> (b) 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 applies to "an action, brought against a manufacturer who has elected under Section 871.29 to proceed under this chapter, seeking restitution or replacement of a motor vehicle pursuant to subdivision (b) or (d) of Section 1793.2, Section 1793.22, or Section 1794 of the Civil Code, or for civil penalties pursuant to subdivision (c) of Section 1794 of the Civil Code, where the request for restitution or replacement is based on noncompliance with the applicable express warranty." (Code Civ. Proc. § 871.20, subd. (a), emphasis added.)

Here, based on the express language of section 871.20, Plaintiff's first, second and fourth causes of action are covered by section 871.20 and subject to the statute of repose set forth in section 871.21, subdivision (b).

As to the third cause of action, section 1793.2, subdivision (a)(3), provides that "[e]very manufacturer of consumer goods sold in this state and for which the manufacturer has made an express warranty shall…[m]ake available to authorized service and repair facilities sufficient service literature and replacement parts to effect repairs during the express warranty period." Express warranties of this kind can be enforced via Civil Code section 1794. Indeed, here, Plaintiff expressly alleges she "is entitled to a civil penalty of two times Plaintiff's actual damages, pursuant to Civil Code section 1794, subdivision (c) or (e)." (FAC, Prayer, subd. (e).) Claims for the civil penalties under section 1794 explicitly fall within the covered claims defined by Code of Civil Procedure section 871.20, subdivision (a). **Plaintiff's third cause of action also falls within the scope of Section 871.21.**

Retroactivity

Plaintiff argues that applying the statute of repose would be an impermissible retroactive application of a new procedural statute under *Rosefield Packing Co. v. Superior Court* (1935) 4 Cal.2d 120. As a preliminary matter, "[i]n California, statutes of limitations, being procedural, are normally retroactively applied to accrued causes of action." (*Aronson v. Superior Court* (1987) 191 Cal.App.3d 294, 297.) In fact, the Court in *Aronson* was confronted narrowly with a newly enacted statute which shortened the limitations period for medical malpractice from four to three years. (*Id.* at p. 296.) The court confirmed the rule that "retrospective application of a shortened limitations period is permissible provided the party has a reasonable time to avail himself of his remedy before the statute cuts off his right" (*Id*. at p. 297, emphasis added) and affirmed a dismissal of the action where the plaintiff was allowed a reasonable time to sue. (*Id*. at p. 300.)

In *Rosefield*, the plaintiff filed its complaint on August 17, 1929 and then, in 1933, there was an amendment to Code of Civil Procedure section 583 that stated an action not brought to trial within five years after filing of the answer was subject to mandatory dismissal. (*Rosefield, supra,* 4 Cal.2d at p. 121.) On October 11, 1934, the defendant moved for dismissal citing to section 583 and a lack of prosecution. (*Id*. at p. 122.) The issue in *Rosefield* was the passing and application of a statute after the plaintiff's lawsuit had been filed where the statute at issue specifically stated it applied retroactively. The court held, "[Where the change in remedy, as, for example, the shortening of a time limit provision, is made retroactive, there must be a reasonable time permitted for the party affected to avail himself of his remedy before the statute takes place. If the statute operates immediately to cut off the existing remedy, or within so short a time as to give the party no reasonable opportunity to exercise his remedy, then the retroactive application of it is unconstitutional as to such party." (*Id.* at pp. 122-123.)
Here, AB 1755 became law on September 29, 2024 but did not go into effect until January 1, 2025. Thus, litigants were given approximately three months to bring their claims that would otherwise be subject to the statute of repose. "When necessary to provide a reasonable time to sue, a shortened limitations period may be applied prospectively so that it commences on the effective date of the statute, rather than on the date the cause of action accrued." (*Coachella Valley Mosquito & Vector Control Dist. v. California Public Employment Relations Bd*. (2005) 35 cal.4th 1072, 1092 ["under the circumstances", 6 months was a reasonable time] ("*Coachella Valley Mosquito*").)

Here, Plaintiff filed the lawsuit on February 28, 2025, almost two months after section 871.21 became effective. Assuming arguendo the delivery date of the Vehicle is the same as the date Plaintiff entered into the warranty contract with FCA, Plaintiff's claims would have expired on May 18, 2024, almost 8 months before the statute of repose even took effect. Applying the statute in this matter would cut Plaintiff's accrued claims without any reasonable opportunity to exercise her remedy. Based on the logic set forth in *Coachella Valley Mosquito* and *Rosefield*, the statute would be unconstitutional as applied to this Plaintiff.

Equitable Tolling

Generally, statutes of repose are not subject to equitable tolling. (*California Pub. Employees' Retirement System v. ANZSecur, Inc*. (2017) 582 U.S. 497, 508.) "'Statutes of repose effect a legislative judgment that a defendant should be free from liability after the legislatively determined period of time.' [Citations.] A statute of repose is, therefore, 'harsher than a statute of limitations in that it cuts off a right of action after a specified period of time, irrespective of accrual or even notice that a legal right has been invaded.' [Citations.] Further, unlike statutes of limitations, 'substantive statutes of repose are generally not subject to statutory equitable tolling.' [Citation.]". (*Soro v. FCA US, LLC* (Feb. 19, 2026) 2026 WL 473050 at *3, emphasis added.)

Moreover, equitable tolling is not mentioned in the statute, which expressly states what types of tolling apply. For the question whether a tolling rule applies to a given statutory

time bar is one "of statutory intent." (*Lozano v. Montoya Alvarez* (2014) 472 U.S. 1, 10.) Had the Legislature desired to apply the equitable tolling doctrines to the new six-year statute of repose applicable to Song-Beverly claims, it could and would have done so expressly. (See *Gikas v. Zolin* (1993) 6 Cal.4th 841, 852 ["The expression of some things in a statute necessarily means the exclusion of other things not expressed].) Thus, Plaintiff's argument that equitable tolling, the discovery rule, fraudulent concealment, repair rule, and/or class action tolling applies is unsupported. Section 871.21, subdivision (c) provides only three specific circumstances where the six-year statute of repose "shall be tolled":

> (1) As provided by tolling requirements prescribed in Civil Code section 17932.22, subdivision (c), as applicable.
> (2) For the time the motor vehicle is out of service by reason of repair for any nonconformity.
> (3) For the time period after a pre-suit is provided to the manufacturer in accordance with Section 871.24, which time period shall not exceed 60 days.

(Civ. Proc. Code, § 871.21, subd. (c).)

Here, the FAC alleges the Vehicle was taken in for a number of repairs done by FCA's authorized repair facility, the list of which is not exhaustive. (FAC ¶¶12-15.) This infers that the time periods under Section 871.21 could possibly be tolled under Code of Civil Procedure section 871.21, subdivision (c)(2) set forth above.

The FAC also alleges that an additional tolling period from April 6, 2020 until October 1, 2020 is included based on Judicial Council of California, App'x. I, Emergency Rules re: COVID-19. Emergency Rule 9, subdivision (a) states that "[n]ot withstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020." (Emphasis Added.) Although it is acknowledged that as a general rule, "statutes of repose are generally not subject to tolling" (MACH-1 RSMH, LLC v. Darras (2024) 103 Cal.App.5th 1288, 1302), the Legislature, in the midst of the COVID-19 pandemic, explicitly enacted Emergency Rule 9, subdivision (a) with the express intention that any statute of repose for civil actions would be tolled under Emergency Rule 9, subdivision (a).

Plaintiff's causes of action, assuming arguendo the date of delivery was May 18, 2018, would be tolled to November 12, 2024 based on Emergency Rule 9, subdivision (a) that adds 178 days. This, along with the time tolled from repairs under section 871.21, subdivision (c)(2), only demonstrates that the FAC might be time-barred. This is insufficient to sustain a demurrer because the running of the statute must appear "clearly and affirmatively" from the face of the complaint. (*Committee for Green Foothills v. Santa Clara County Board of Supervisors* (2010) 48 Cal.4th 32, 42; *Steve Bros. Farms, LLC v. Berger Kahn* (2013) 222 Cal.App.4th 303, 321.)

Moreover, the FAC contains no allegations of the Vehicle's delivery date. (See Code Civ Proc., § 871.21, subd. (b) [actions covered by section 871.20 shall not be brought later than six years after the date of original delivery of the vehicle].) Rather, the only allegation that includes a date is that Plaintiff entered into a warranty contract on May 18, 2018. (FAC ¶7.) Again, a demurrer arguing claims are time barred must clearly and affirmatively show that a claim is barred. (*Committee for Green Foothills, supra*, 48 Cal.4th at 42; *Steve Bros. Farms, LLC, supra*, 222 Cal.App.4th at 321)

As no date of delivery is expressly alleged, for purposes of demurrer, as to the 1st, 2nd, 3rd, and 4th causes of action, the demurrer is overruled.

Statute of Limitations – Commercial Code section 2725

Prior to its revision, the Song-Beverly Act did not include its own statute of limitations. (*Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1305) Accordingly, courts held that an action for breach of implied warranty under the Song-Beverly Act was governed by Uniform Commercial Code section 2725, which governs the statute of limitations for warranties. (*Id*. at p. 1306; *Krieger v. Nick Alexander Imports, Inc*. (1991) 234 Cal.App.3d 205, 215 [California Uniform Commercial Code section 2725 "controls rather than the general provisions of Code of Civil Procedure section 338, subdivision (a) for liabilities created by statute"].) The statute of limitation is subject to tolling. (See Cal. U. Com. Code, § 2725; see *Krieger, supra*, 234 Cal.App.3d at p. 214, fn. 5.) Express warranties are subject to a 4-year limitation period. (Cal. U. Com. Code, § 2725, subd. (1); *Krieger, supra,* 234 Cal.App.3d at pp. 213-215.) Generally, it accrues on tender of delivery except where the warranty expressly extends to the future performance of the goods, then the warranty claim accrues when the breach is or should have been discovered. (Cal. U. Com. Code, § 2725, subd. (2); *Krieger, supra*, 234 Cal.App.3d at p. 215.)

However, "[a]n exception is made where a warranty 'explicitly extends to future performance of the goods and discovery of the breach must await the time of such performance.'" (Cal. U. Com. Code, § 2725, subd. (2).) "A promise to repair defects that occur during a future period is the very definition of express warranty of future performance, not only under the Act (Civ. Code, § 1791.2), but also in the California Uniform Commercial Code section 2313." (*Krieger, supra*, 234 Cal.App.3d at p. 217.) In *Krieger*, the Court of Appeal found the language that "all defects would be repaired for a period of 36 months or within the first 36,000 miles of use" the very definition of express warranty of future performance. (*Ibid*.)

Here, like *Krieger*, the express warranties extended to the future performance of the Vehicle based on the number of miles and/or years, to wit: the Vehicle had basic warranty for 3 years or 36,000 miles of use, a powertrain limited warranty for 5 years or 60,000 miles, and a Federal Emission Warranty that covers 2 years or 24,000 miles. (FAC, ¶8, Exh. A; see, e.g., *Cardinal Health 301, Inc. v. Tyco Electronics Corp*. (2008) 169 Cal.App.4th 116, 130 [noting the narrow exception under the Commercial Code

section 2725, subdivision (2), applies when the seller expressly agreed to warrant its product for a specific and defined period].)

Plaintiff entered into a warranty contract with FCA regarding the Vehicle on May 18, 2018 (FAC ¶7) and filed this action on February 28, 2025. Four years prior to that is February 28, 2021. The FAC alleges repairs were done June 2, 2020, July 6, 2021, and August 5, 2021. It can reasonably be construed as showing Plaintiff was on inquiry notice of breach since June 2, 2020, making her action time barred, or July 6, 2021, making her action timely.
Because it is not clear and affirmative from the face of the FAC that the claims are time-barred, **the Court overrules the demurrer.** The Court need not reach the merits of equitable tolling given the claims are not clearly time-barred.