Tentative Rulings for July 21, 2026
Department M302

To request oral argument, you must notify Judicial Secretary Kari Gates 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 M302 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.**

COUNSEL AND SELF-REPRESENTED PARTIES ARE ENCOURAGED TO APPEAR AT ANY LAW AND MOTION DEPARTMENT IN-PERSON OR VIA ZOOM VIDEO WHEN REQUESTING ORAL ARGUMENTS.

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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
- Meeting Number: **161 672 7660**

Please **MUTE** your phone until your case is called and it is your turn to speak. It is important to note that you must call fifteen (15) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

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
CVME2405983	MIRANDA VS GENERAL MOTORS	DEMURRER ON 1ST AMENDED COMPLAINT FOR BREACH OF CONTRACT/WARRANTY OF MIRANDA

Tentative Ruling:

OVERRULE Defendant's Demurrer.

DENY Defendant's Motion to Strike Punitive Damages.

This is a lemon law action. On May 13, 2019,[1] Plaintiff Ralph Miranda ("Plaintiff") entered a warranty contract with Defendant General Motors, LLC ("GM") regarding a 2019 Chevrolet Silverado, which was manufactured, distributed, and warranted by GM. (FAC ¶¶ 6–7.) Plaintiff alleges that the vehicle developed multiple defects that GM's authorized repair facilities were unable to repair within a reasonable number of attempts, and that GM refused to repurchase or replace the vehicle. (*Id.* at ¶¶ 13, 21, 23.)

Plaintiff filed the initial Complaint on December 9, 2024, and the operative First Amended Complaint ("FAC") on June 12, 2025, asserting the following causes of action against GM: (1) violation of Civ. Code § 1793.2(d); (2) violation of Civ. Code § 1793.2(b); (3) violation of Civ. Code § 1793.2(a)(3); (4) breach of the implied warranty of merchantability; and (5) fraudulent inducement – concealment.

GM demurs to the fifth cause of action for fraudulent inducement – concealment on the grounds that (1) it is barred by the applicable statute of limitations; (2) it fails to state facts sufficient to constitute a cause of action for fraud; and (3) it fails to allege a transactional

[1] In the original Complaint, Plaintiff alleged that he "entered into a warranty contract with [] GM regarding a **2018 GMC Sierra 1500**" on **December 26, 2018**. (Compl. ¶ 6.) However, in the FAC, Plaintiff now alleges that he "entered into a warranty contract with [] GM regarding a **2019 Chevrolet Silverado**" on **May 13, 2019**. (FAC ¶ 6.) Throughout its demurrer, GM continues to rely on and cite the December 26, 2018, date and refers to the vehicle as the 2018 GMC Sierra. (Def.'s Demurrer 7:12–27, 9:12–17.) Yet, because the FAC supersedes the original Complaint in its entirety, the newly alleged date and vehicle type control. Accordingly, for purposes of this analysis, the Court should refer to the May 13, 2019, date and the 2019 Chevrolet Silverado as alleged in the operative pleading.

relationship giving rise to a duty to disclose. GM concurrently moves to strike the demand for punitive damages in the Prayer.

In opposition, Plaintiff argues that its fraudulent inducement – concealment claim is timely, asserting that the face of the pleading does not establish a statute of limitations defense, that the discovery rule delayed the accrual of his claim, that GM's fraudulent concealment tolled the limitations period, and that his claim is further tolled under the repair doctrine. Plaintiff also contends that his fraud allegations mirror those found actionable in other cases and that the FAC adequately pleads all essential elements of his claim. Finally, Plaintiff argues that California law does not require a transactional relationship for a manufacturer's duty to disclose, and that the alleged transmission defect is a material fact, poses safety risks, and arose during the warranty period. With respect to the motion to strike, Plaintiff argues that because GM's demurrer lack merit, the motion to strike necessarily fails as well. Plaintiff further argues that he has sufficiently alleged GM's malice, oppression, and fraud, and that punitive damages are available under the Song-Beverly Act.

In reply, GM reiterates that Plaintiff's fraud claim is time-barred, that GM owed no duty to disclose to Plaintiff, and that the allegations fail to state a viable cause of action for fraudulent inducement - concealment. With respect to the motion to strike, GM maintains that Plaintiff has not alleged facts sufficient to support a fraud claim, that no viable cause of action supports an award of punitive damages, and that punitive damages are not available under Plaintiff's other claims.

GM demurs to the fifth cause of action for fraudulent inducement – concealment on the grounds that (1) it is barred by the applicable statute of limitations; (2) it fails to state facts sufficient to constitute a cause of action for fraud; and (3) it fails to allege a transactional relationship giving rise to a duty to disclose.

The statute of limitations for an action for relief on the grounds of fraud or mistake is three years. (CCP § 338(d).) "The cause of action in that case is not deemed to have accrued until the discovery, by the aggrieved party, of the facts constituting the fraud or mistake." (*Id.*) The action therefore accrues when "the plaintiff suspects or should suspect that his injury was caused by wrongdoing." (*Jolly v. Eli Lilly & Co.* (1988) 44 Cal.3d 1103, 1110.)

GM argues that the three-year statute of limitations for fraud bars Plaintiff's fraudulent inducement – concealment claim and that the FAC fails to allege facts justifying its late filing. Plaintiff purchased the subject vehicle on or about May 13, 2019. (FAC ¶ 6.) GM contends that, to assert a timely fraud claim based on alleged fraudulent inducement – concealment, Plaintiff was required to file suit by May 13, 2022.[2] (*See* Def.'s Demurrer 9:9–17.) Plaintiff, however, filed his Complaint on December 9, 2024, well beyond the three-year limitations period. GM further argues that the delayed discovery rule does not apply because Plaintiff alleges that the defects and nonconformities "manifested themselves within the applicable express warranty period . . . ." (*Id.* at 9:18–10:2 [citing FAC ¶ 11].)

However, as Plaintiff argues, it is not apparent from the face of the FAC that the statute of limitations bars the action. Although the FAC alleges that the defects and nonconformities existed since the time of purchase and within the warranty period, it does not allege that Plaintiff knew or had reason to know of the alleged defects or GM's alleged deceptive conduct until a later time. The FAC further alleges that Plaintiff was not negligent in failing to discover the alleged fraud sooner, as the defect only became apparent after GM failed to repair it following a reasonable number of repair attempts. (*See* FAC ¶ 26.)

[2] In the demurrer, GM relies on the "December 26, 2018" date in the original Complaint to argue that Plaintiff failed to file the Complaint within the applicable three-year statute of limitations. As noted above, however, the operative FAC alleges a new transaction date—May 13, 2019. Thus, for purposes of evaluating the timeliness of Plaintiff's claim, the Court should rely on the allegations in the FAC, not the original Complaint.

Moreover, while GM argues that the delayed discovery rule is inapplicable, whether Plaintiff exercised reasonable diligence and when he discovered the facts constituting the fraud are factual questions not suitable for determination at the pleading stage. (*Broberg v. Guardian Life Ins. Co. of Am.* (2009) 171 Cal.App.4th 912, 921 ["the delayed discovery rule is generally a question of fact, properly decided as a matter of law only if the evidence . . . can support only one reasonable conclusion"].)

Because the facts alleged within the four corners of the FAC do not affirmatively establish a statute of limitations defense, the Court overrules the demurrer on this ground.

In general, the facts constituting fraud must be alleged factually and specifically as to every element of fraud, as the policy of "liberal construction" of the pleadings will not be invoked. (*Lazar v. Sup. Ct.* (1995) 12 Cal.4th 631, 645.) To properly allege fraud against a corporation, the plaintiffs must plead the names of the person allegedly making the false representations, their authority to speak, to whom they spoke, what they said or wrote, and when it was said or written. (*Tarmann v. State Farm Mut. Auto. Ins. Co.* (1991) 2 Cal.App.4th 153, 157.)

The specificity requirement is, however, "relaxed when it is apparent from the allegations that the defendant necessarily possesses knowledge of the facts." (*Quelimane Co. v. Steward Title Guaranty Co.* (1998) 19 Cal.4th 26, 27.) Further, the pleading rule for corporations is inapplicable to a claim of fraudulent concealment. (*Alfaro v. Community Housing Improvement System & Planning Association, Inc.* (2009) 171 Cal.App.4th 1356, 1384 ["How does one show 'how' and 'by what means' something didn't happen, or 'when' it never happened, or 'where' it never happened?"].)

The California Supreme Court's recent decision in *Rattagan* reaffirms and clarifies this rule; although it held that the same specificity pleading standard for affirmative fraud applies to fraudulent concealment claims, it clarified that "the focus of inquiry shifts to the unique elements of the claim." (*Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 43.) Thus, in a concealment claim based on a defendant's duty to disclose arising from the defendant's exclusive knowledge, the complaint must specifically allege "(1) the content of the omitted facts, (2) defendant's awareness of the materiality of those facts, (3) the inaccessibility of the facts to plaintiff, (4) the general point at which the omitted facts should or could have been revealed, and (5) justifiable and actual reliance, either through action or forbearance, based on the defendant's omission." (*Id.* at 43–44.)

Here, GM argues that the FAC fails to allege the specific facts that GM allegedly failed to disclose; allegations establishing that GM knew of those facts at the time Plaintiff purchased his vehicle; what advertisements, brochures, or other materials in which GM could have disclosed the allegedly omitted facts and that Plaintiff reviewed and relied upon in purchasing the subject vehicle; how long prior to purchasing the vehicle he viewed them; and whether those materials, if any, were prepared by GM or someone else. GM also asserts that Plaintiff has failed to plead with specificity, as required, facts supporting any allegation that GM intended to defraud him by either making affirmative statements or failing to disclose material facts.

Here, as Plaintiff argues, the allegations of the FAC are sufficient to survive demurrer under *Dhital v. Nissan N. Am., Inc.* (2022) 84 Cal.App.5th 828. In *Dhital*, the Court concluded that the claim for fraudulent concealment was adequately pled because "plaintiffs alleged the CVT transmissions installed in numerous Nissan vehicles (including the one plaintiffs purchased) were defective; Nissan knew of the defects and the hazards they posed; Nissan had exclusive knowledge of the defects but intentionally concealed and failed to disclose that information; Nissan intended to deceive plaintiffs by concealing known transmission problems; 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." (*Dhital*, *supra*, 84 Cal.App.5th at 844.)

Plaintiff's FAC alleges similar factual allegations as those found sufficient in *Dhital*: (1) GM's concealment of material facts (¶¶ 27, 29, 35–36, 64, 67–68, 71–72, 75, 77); (2) GM's knowledge of those facts and their falsity prior to Plaintiff's purchase of the vehicle (¶¶ 60–61, 67, 69); (3) GM's superior knowledge of the information and intent to induce Plaintiff's reliance (¶¶ 62, 70a–70b, 72); (4) the materiality of the concealed information, including the safety risks posed by the transmission defect (¶¶ 21, 61, 72); (5) Plaintiff's justifiable reliance on GM's nondisclosure (¶¶ 60–61, 63, 67, 69, 72); and (6) resulting damages (¶ 77).Taken together, these allegations are sufficient to state a claim for fraudulent inducement by concealment under *Dhital* and analogous authorities.

Under California law, a ***duty to disclose*** material facts may arise (1) when the defendant is in a fiduciary relationship with the plaintiff; (2) when the defendant has exclusive knowledge of material facts not known to the plaintiff; (3) when the defendant actively conceals a material fact from the plaintiff; or (4) when the defendant makes partial representations but also suppresses some material facts. (*LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 336.) These three circumstances, however, "presuppose [] the existence of some other relationship between the plaintiff and defendant in which a duty to disclose can arise." (*Id.* at 336–37.)

"A duty to disclose may arise from the relationship between seller and buyer, employer and prospective employee, doctor and patient, or parties entering into any kind of contractual agreement." (*OCM Principal Opportunities Fund, L.P. v. CIBC World Markets Corp* (2007) 157 Cal.App.4th 835, 851.) "Under California law, a vendor has a duty to disclose material facts not only to immediate purchasers, but also to subsequent purchasers when the vendor has reason to expect that the item will be resold." (*Id.* [citing *Geernaert v. Mitchell* (1995) 31 Cal.App.4th 601, 605-609; *Barnhouse v. City of Pinole* (1982) 133 Cal.App.3d 171, 191–93.) In *Barnhouse*, the court reasoned, "While an affirmative misrepresentation might not be repeated . . . a nondisclosure must necessarily be passed on . . .. Under these circumstances it would be anomalous if liability for damages resulting from fraudulent concealment were to vanish simply because of the fortuitous event of an intervening resale." (*Barnhouse*, *supra*, 133 Cal.App.3d at 192.)

Here, GM argues that there is no duty to disclose because the FAC does not allege that Plaintiff purchased the subject vehicle directly from GM or entered a transaction with GM. In support, GM cites *Bigler-Engler v. Breg, Inc.* (2017) 7 Cal.App.5th 276, 311. (Def.'s Demurrer 13:20–14:3.) In *Bigler-Engler*, the court reversed a verdict for fraudulent concealment against the manufacturer of a medical device where the manufacturer and the plaintiff did not obtain the device directly from the manufacturer but from a medical group that sold and leased such devices. (*Id.* at 287, 314.) The court reasoned:

> [The Defendant manufacturer] did not transact with [Plaintiff] or her parents in any way. [Plaintiff] obtained her Polar Care device from [the medical group], based on a prescription written by [Plaintiff's doctor], all without [Defendant's] involvement. The evidence does not show [Defendant] knew—prior to this lawsuit—that [Plaintiff] was a potential user of the Polar Care device, that she was prescribed the Polar Care device, or that she used the Polar Care device. The evidence also does not show that [Defendant] directly advertised its products to consumers such as [Plaintiff] or that it derived any monetary benefit directly from [Plaintiff's] individual rental of the Polar Care device. Indeed, [the medical group] appears to have obtained the Polar Care device [Plaintiff] used from [Defendant] several years before [Plaintiff's] surgery and maintained the device itself for rental to its patients. Under these circumstances, there was no relationship between [Defendant] and [Plaintiff] (or her parents) sufficient to give rise to a duty to disclose.

(*Id.* at 314.)

But, unlike *Bigler-Engler*, where there was no relationship between the parties, Plaintiff has alleged a contractual relationship here. The FAC alleges that Plaintiff entered a warranty contract with GM and that the vehicle was manufactured and/or distributed by GM. (FAC ¶ 6.) Additionally, GM fails to address the *OCM* case cited by Plaintiff (Pl.'s Opp. 9:22–25), which provides: "Under California law, a vendor has a duty to disclose material facts not only to immediate purchasers, but also to subsequent purchasers when the vendor has **reason to expect that the item will be resold**." (*OCM Principal Opportunities Fund*, *supra*, 157 Cal.App.4th at

851 [emphasis added].) As Plaintiff argues, GM certainly expects its dealerships to sell its vehicles to purchasers. As such, the allegations of the FAC are sufficient to establish that GM had a duty to disclose. Accordingly, the Court should overrule demurrer on this ground.

Based on the foregoing, the Court overrules GM's demurrer to the fifth cause of action for fraudulent inducement – concealment.

A party may ***move to strike*** matters from an opposing party's pleading if it is irrelevant, false or improper. (*See* CCP §§ 435, 436(a).) A motion to strike is the proper procedure for testing the adequacy of punitive damages allegation because punitive damages are not a cause of action. (*Grieves v. Sup. Ct.* (1984) 157 Cal.App.3d 159, 164.)

To obtain punitive damages in an action for the breach of an obligation not arising from contract, a plaintiff must demonstrate, by clear and convincing evidence, that the defendant is guilty of oppression, fraud, or malice. (Civ. Code § 3294(a).) The clear and convincing evidence standard "requires a finding of high probability . . . 'so clear as to leave no substantial doubt'; sufficiently strong to command the unhesitating assent of every reasonable mind." (*Lackner v. North* (2006) 135 Cal.App.4th 1188, 1211.)

"Fraud" is defined as "an intentional misrepresentation, deceit or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury." (Civ. Code § 3294(c)(3).)

Plaintiff argues that, if his fraud claim is well pled, then the punitive damages claim survives regardless of whether punitive damages are available under Song-Beverly Act. Citing *Anderson v. Ford Motor Co.* (2022) 74 Cal.App.5th 946, Plaintiff contends that the California Court of Appeal recently confirmed that fraudulent omission causes of actions arise from conduct wholly distinct from Song-Beverly Act violations, and that fraud damages and Song-Beverly Act remedies may—because they arise from different conduct that occurred at different times—both be recovered in a single action. (*Id.* at 963.) The *Anderson* court reasoned: "The punitive damages were based on conduct underlying the fraud/CLRA causes of action and took place before the sale. The civil penalty was based on defendant's post-sale failure to comply with its Song-Beverly Act obligations to replace the vehicle or make restitution when reasonable attempts to repair had failed." (*Id.*) As discussed above, Plaintiff's fraud claim is not subject to demurrer. Accordingly, the Court denies GM's motion to strike the prayer for punitive damages.

2.

CASE #	**CASE NAME**	**HEARING NAME**
CVME2405983	MIRANDA VS GENERAL MOTORS	MOTION TO STRIKE COMPLAINT ON 1ST AMENDED COMPLAINT FOR BREACH OF CONTRACT/WARRANTY OF MIRANDA

Tentative Ruling: See Tentative for Demurrer

3.

CASE #	**CASE NAME**	**HEARING NAME**
CVME2503835	THE TRIM CLINICS VS LOS ANGELES INVESTMENTS	MOTION TO COMPEL PRODUCTION OF DOCUMENTS BY THE TRIM CLINICS

Tentative Ruling: Grant

Defendant to identify to Plaintiff which of the documents produced are responsive to each of the RFPs.

Sanctions are awarded in the reduced but reasonable amount of $410 ($350/hour x 1 hour + $60 filing fee).

This is a breach of lease action. On April 10, 2025, Plaintiff The Trim Clinics, LLC ("Plaintiff"), along with individual Plaintiffs Lelani Vidal, and Darryl Walker filed a Complaint against Defendant Los Angeles Investments, LLC ("Defendant") for: (1) breach of contract; (2) breach of the covenant of good faith and fair dealing; (3) breach of the implied covenant of quiet enjoyment; (4) negligent misrepresentation; and (5) rescission of lease. In the Complaint, Plaintiff alleges that it operates as a weight loss and body contouring clinic, and on April 17, 2024, it entered a lease of the property located at 31285 Temecula Parkway, Suite C8-260, Temecula, California (the "Property") with Defendant. (Complaint at ¶¶ 3, 7.) Plaintiff almost immediately encountered problems with the Property, including the elevator and HVAC system not working, the roof leaking, and ceiling panels collapsing and soaking the carpet. (Complaint at ¶¶ 9, 11-12.) It immediately notified Defendant, but the problems remain unresolved. (Complaint at ¶¶ 9-14.)

On May 1, 2025, Plaintiff served initial discovery, including requests for production of documents, set one ("RFPs"). Defendant served responses on April 13, 2026, after its default was set aside, agreeing to provide documents responsive to RFP nos. 1, 4, 7, and 8. As of the filing of this motion, no documents have been produced by Defendant.

Plaintiff now moves to compel Defendant to comply with its agreement to produce documents responsive to RFP nos. 1, 4, 7, and 8, and for sanctions in the amount of $1,635.

In opposition, Defendant argues that it has now produced all responsive documents, so the motion is moot and there is no basis for sanctions.

In reply, Plaintiff argues that the documents produced by Defendant were produced along with Defendant's responses to Plaintiff's 2nd set of RFPs, so it is unclear if they are intended to respond to the original RFPs or the 2nd set. It also argues that Defendant should be ordered to label its document production to identify which requests the documents are responsive to in compliance with C.C.P. § 2031.280. Finally, it argues sanctions are appropriate.

"If a party filing a response to a demand for inspection, copying, testing, or sampling . . . thereafter fails to permit the inspection, copying, testing, or sampling in accordance with that party's statement of compliance, the demanding party may move for an order compelling compliance." (C.C.P. § 2031.320(a).) There is no meet and confer requirement.[3] (*Id.*)

Here, Plaintiff moves for an order compelling Defendant to comply with its statement of compliance provided in its April 13, 2026 responses to RFP nos. 1, 4, 7, and 8. In the RFPs at

[3] Even though it is not required, Plaintiff here presented evidence that he attempted to meet and confer before filing this motion. (See, Decl. of Marty E. Zemming at ¶ 2, Ex. 3.)

issue, Plaintiff requested: all documents identified in Defendant's responses to form interrogatories; all documents showing repairs to the elevator at the Property in the two years prior to the lease; evidence it disclosed pre-existing problems with the Property prior to the lease; and all documents related to repairs made at the Property in the last three years. (Decl. of Marty E. Zemming ["Zemming Decl."], Ex. 1, nos. 1, 4, 7, 8.) In response to these RFPs, Defendant stated "Responding party shall comply with this request by producing any and all documents in its possession, custody and/or control." (Zemming Decl., Ex. 2, nos. 1, 4, 7, 8.)

There is no dispute that Defendant did not timely produce responsive documents as it agreed. However, Defendant presents evidence that it produced all documents responsive to the RFPs on June 5, 2026, approximately a week after this motion was filed, and almost two months after it agreed to produce documents. (Decl. of Geoffrey G. Melkonian at ¶¶ 5-8.) While this would seem to show compliance, Plaintiff presents evidence that the documents produced were produced along with Defendant's responses to Plaintiff's 2nd set of RFPs, and there is no indication as to which RFPs the documents are responsive to. (Supp. Decl. of Marty E. Zemming at ¶ 1.)

Pursuant to C.C.P. § 2031.280(a), "[a]ny documents or category of documents produced in response to a demand for inspection, copying, testing, or sampling <u>shall be identified with the specific request number to which the documents respond</u>." (*Ibid.* [emphasis added].) There is no evidence Defendant complied with this requirement. Accordingly, the motion should be granted, and Defendant should be ordered to identify to Plaintiff which documents produced are responsive to each of the RFPs, in either set one or set two.

Additionally, the documents were produced only after this motion was filed, indicating the motion was necessary to ensure Defendant's compliance with its agreement to produce responsive documents. Therefore, sanctions are appropriate, though the amount requested is excessive.

Plaintiffs should be awarded sanctions on the reduced but reasonable amount of $410 ($350/hour x 1 hour + $60 filing fee).

4.

CASE #	CASE NAME	HEARING NAME
CVME2504177	CASTANEDA VS WALMART	DEMURRER ON COMPLAINT FOR WRONGFUL TERMINATION OF LETICIA VERA CASTANEDA

Tentative Ruling:

SUSTAIN, without leave to amend, as to the 5th and 8th causes of action (based on the parties' agreement).

SUSTAIN, with leave to amend, as to the 4th cause of action.

This is an employment law wrongful termination action filed by Plaintiff Leticia Castaneda April 21, 2025 against Defendants Walmart, Inc. Wal-Mart Associates, Inc. and Paul Doe alleging 8 causes of action for 1) disability discrimination, 2) failure to provide reasonable accommodation, 3) failure to engage in the interactive process, 4) harassment/hostile work environment, 5) failure to prevent harassment/hostile work environment, 6) retaliation, 7) failure to permit use of sick leave, and 8) wrongful termination in violation of public policy. The Walmart Defendants filed their Answer then removed the matter to Federal Court.

Then on December 5, 2025, Rodel Sulangi was named as Paul Doe While the action was in Federal Court. Sulangi filed a demurrer to the Complaint on January 21, 2026, while the matter was still pending in Federal Court.

On March 11, 2026, Plaintiff attempted to file a First Amended Complaint, which was properly rejected by the court as the Walmart Defendants had filed their Anwer to the Complaint cutting off Plaintiff's automatic right to file a first amended complaint. (CCP §472(a).) Accordingly, Plaintiff requires leave of court to file an amended complaint.

On March 24, 2026, the court ordered Sulangi to properly meet and confer with Castaneda, and thereafter either vacate the hearing, or file a declaration with the court regarding the meet and confer process. Sulangi failed to do as the court directed. Accordingly, the court should set an OSC re: sanctions as to Sulangi for his failure to either dismiss this motion or file a declation as directed by this court's explicit orders of March 24, 2026.

Plaintiff's counsel filed a declaration stating that the parties did meet and confer, that the parties were unable to agree to allow an amendment to be filed. However, it does not indicate that the parties met and discussed the merits of the demurrer.

Defendant's counsel also filed a declaration stating that the parties met and conferred via videoconference, during which the parties agreed that the 5th and 8th causes of action should be dismissed as to Defendant Sulangi, but could not agree with respect to the 4th cause of action.

Sulangi demurs to the 4th, 5th and 8th causes of action for harassment/hostile work environment, failure to prevent harassment/hostile work environment and wrongful termination alleged against him by Plaintiff on the grounds that they fail to state a cause of action and/or are uncertain. Specifically, Sulangi asserts that 1) as a matter of law, personnel management duties cannot serve as the basis for a harassment claim, and 2) the alleged conduct is not severe or pervasive.

In opposition, Plaintiff Castaneda asserts that she attempted to amend her complaint, but it was rejected by the court. As to the challenged causes of action, Plaintiff asserts that the 4th cause of action against Sulangi sufficiently states a cause of action a personnel management decision can be actionable and the allegations are sufficiently severe or pervasive. As to the 5th and 8th causes of action, Plaintiff states she did not intend to allege them against Sulangi.

The Complaint alleges in pertinent part as follows:

Plaintiff was employed by Walmart and was subjected to a campaign of harassment based on her disability. Defendant Sulangi (Paul Doe 1) was Plaintiff's supervisor.

Plaintiff had sciatic nerve pain that worsened over time and limited her ability to walk. Her doctor provided work restrictions of no prolong standing and other restrictions. Despite these restrictions Sulangi constantly placed her in the self-checkout station and would force her to stand throughout her shift. Each time that Ms. Castaneda informed Paul of her restriction, he simply stated towards to the effect of “I don’t care and you’re not special.” “You have to do what I tell you to do.”

In evaluating a demurrer, the court gives the pleading a reasonable interpretation by reading it as a whole and all its parts in their context. (*Moore v. Regents of University of California* (1990) 51 Cal.3d 120, 125.) In ruling on a demurrer, the court may consider only the challenged pleading and matters subject to judicial notice under E.C. §§451, 452. (C.C.P. §§430.30(a0, 430.70; *Gould v. Maryland Sound Indus., Inc.* (1995) 31 Cal.App.4th 1137, 1144.) The sole issue raised by a demurrer is whether the facts pleaded state a valid cause of action, not whether they are true. Thus, no matter how unlikely or improbable, the plaintiff’s allegations must be accepted as true for the purposes of the demurrer. (*Requa v. Regents of University of California* (2012) 213 Cal.App.4th 213, 223 (*citing Del E. Webb Corp. v. Structural Material Co.* (1981) 123 Cal.App.3d 593, 604).) However, a demurrer does not admit contentions, deductions or conclusions of fact or law. (*Daar v. Yellow Cab Company* (1967) 67 Cal.2d 695, 713.) If the complaint fails to state a cause of action, the court must grant the plaintiff leave to amend if there is a reasonable possibility that the defect can be cured by amendment. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.)

A demurrer for uncertainty will be sustained only where the complaint is so bad that defendant *cannot reasonably respond*—i.e., he or she cannot reasonably determine what issues must be admitted or denied, or what counts or claims are directed against him or her. (*Khoury v. Maly's of Calif., Inc*. (1993) 14 Cal.App.4th 612, 616.) The Complaint is not uncertain.

FEHA prohibits an "employer ... or any other person, because of physical disability... [or] age, ... to harass an employee [or] an applicant." (Gov. Code §12940(j)(1).) Harassing conduct includes "'epithets, derogatory comments or slurs on a basis enumerated in'" FEHA. (*Bailey v. San Francisco District Attorney's Office* (2024) 16 Cal.5th 611, 626.)

To establish a prima facie case of unlawful harassment under Fair Employment and Housing Act (FEHA), a plaintiff must show (1) she was a member of a protected class; (2) she was subjected to unwelcome harassment; (3) the harassment was based on the plaintiff's membership in an enumerated class; (4) the harassment unreasonably interfered with her work performance by creating an intimidating, hostile, or offensive work environment; and (5) the defendant is liable for the harassment. (*Martin v. Board of Trustees of California State University* (2023) 97 Cal.App.5th 149; Gov. Code §12940(j)(1).)

The Complaint alleges that Sulangi assigned her to work that violated her work restrictions and when she complained he said he didn't care, and that she was not special. These facts do not rise to the level of harassment against Sulangi. Accordingly, the court sustains the demurrer to the 4th cause of action with leave to amend.

5.

CASE #	CASE NAME	HEARING NAME
CVME2511978	TOM VS MADRIGAL	DEMURRER ON COMPLAINT FOR BREACH OF CONTRACT/WARRANTY OF TOM

Tentative Ruling: SUSTAIN the demurrer entirely, with 30 days leave to amend.

On 10/3/2025, Tanya Tom and Sidney Ke ("Plaintiffs") filed a complaint against Lisa Madrigal ("Madrigal"), Adam Sussley-House ("Sussley"), FIV Realty Co ("FIV"), and Mancee Elizabeth Reimbold ("Reimbold"). The complaint asserts the following causes of action: (1)

breach of contract; (2) fraud; (3) latent defect; (4) negligent infliction of emotional distress ("NIED"); (5) intentional infliction of emotional distress ("IIED"); (6) demand for arbitration.

Generally, the complaint concerns Plaintiffs' 4/19/2025 purchase of real property, located at 30204 Harvest Lane, Murrieta, CA, 02562 (the "Property") from Reimbold. (Complaint, ¶ 13.) Madrigal represented Reimbold as her real estate agent, under the broker license of Sussley "and/or" FIV. (*Id.* at ¶ 14.) Plaintiffs allege all defendants played a role in concealing extensive damage from pet urine that was so extensive, it called black mold throughout the walls and flooring. (*Id.* at ¶ 21.)

Now, Sussley demurs to the entire complaint on the grounds that each cause of action fails to state facts sufficiently. The original hearing date was 4/30/2026.

On 4/29/2026, Plaintiffs' counsel filed a "Declaration in Response to Demurrer; and Request for Leave to Amend Complaint." Therein, Mr. Graff requests 30 days to amend the complaint to address the issues raised in Sussley's demurrer.

On 4/30/2026, the court continued the hearing and ordered Sussley to conduct a proper meet and confer effort.

On 7/9/2026, Sussley's counsel filed a declaration outlining the additional meet and confer efforts. The declaration states that on 6/4/2026, Mr. Graff again represented he would amend the complaint. (7/9/2026 Declaration of Saul Lopez, ¶ 10.) Plaintiffs have not filed an amended complaint, and Mr. Lopez has been unable to get in contact with Mr. Graff since the 6/4/2026 phone call, despite repeated attempts.

"A cause of action for breach of contract requires pleading of a contract, plaintiff's performance or excuse for failure to perform, defendant's breach and damage to plaintiff resulting therefrom." (*Spinks v. Equity Residential Briarwood Apartments* (2009) 171 Cal.App.4th 1004, 1031.) "If [an] action is based on alleged breach of a written contract, the terms must be set out verbatim in the body of the complaint or a copy of the written agreement must be attached and incorporated by reference." (*Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 307.) The plaintiff may also plead the legal effect of the contract. (*Construction Protective Services, Inc. v. TIG Specialty Ins. Co.* (2002) 29 Cal.4th 189, 198-199.) "In order to plead a contract by its legal effect, plaintiff must allege the substance of its relevant legal terms." (*McKell v. Washington Mutual, Inc.* (2006) 142 Cal.App.4th 1457, 1489)

As to Sussley, there are no allegations regarding any contract between Sussley and Plaintiffs or how Sussley is bound by the contract alleged to have been entered between Plaintiff and Reimbold. In fact, the only allegation specific to Sussley is that either Sussley "and/or" FIV served as the broker under which Madrigal operated as a real estate agent. (Complaint, ¶ 14.) The "facts" to be pleaded are those upon which liability depends—i.e., "the facts constituting the cause of action." These are commonly referred to as "ultimate facts." (See *Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 550.) Overall, there are insufficient ultimate facts as to Sussley and his involvement in the allegations to survive the challenge to this cause of action.

The elements of fraud are: (1) misrepresentation or concealment, (2) knowledge of falsity, (3) intent to defraud, (4) justifiable reliance, and (5) resulting damage. (Lovejoy v. AT&T Corp. (2004) 119 Cal. App. 4th 151, 157-158.) Every element of the cause of action must be pled factually and specifically, and the policy of liberal pleading does not apply. (*Quelimane Co. v. Stewart Title Guaranty Co*. (1998) 19 Cal.4th 26, 47.) This particularity requirement necessitates pleading facts which show how, when, where, to whom, and by what means the representations were tendered." (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 645.)

There are no allegations specific to Sussley to properly allege a cause of action for fraud. The court should SUSTAIN the demurrer to the second cause of action.

There appears to be no independent cause of action for "Latent Defect." The complaint fails to identify any grounds for said cause of action and largely restates the allegations from the breach of contract and fraud causes of action.

To recover for IIED, the conduct at issue must be outrageous. (*Cervantez v. J.C. Penney Co.* (1979) 24 Cal.3d 579, 593.) Defendants also must have intended to cause or acted with reckless disregard of the possibility of causing severe or extreme emotional distress, and plaintiff must have suffered this distress. There must also be a causal nexus. (*Fletcher v. Western National Life Ins.* (1970) 10 Cal.App.3d 376, 394.) Outrageous conduct is conduct that is so extreme as to exceed all bounds of that usually tolerated in a civilized community. (*Ross v. Creel Printing & Publishing Co. Inc.* (2002) 100 Cal.App.4th 736, 745.) "Behavior may be considered outrageous if a defendant (1) abuses a relation or position which gives him power to damage the plaintiff's interest; (2) knows the plaintiff is susceptible to injury through mental distress; or (3) acts intentionally or unreasonably with the recognition that the acts are likely to result in illness through mental distress." (*Hernandez v. General Adjustment Bureau* (1988) 199 Cal.App.3d 999, 1007.) This cause of action must be pleaded with specificity. (*Schlauch v. Hartford Accident Ins.* (1983) 146 Cal.App.3d 926, 936.) This requires that the pleading allege "facts demonstrating the nature, extent or duration of [plaintiff's] alleged emotional distress." (*Angie M. v. Superior Court* (1995) 37 Cal.App.4th 1217, 1227.)

Negligent infliction of emotional distress ("NIED") is a form of negligence, which includes the elements of duty, breach, causation and damages. (*Huggins v. Longs Drug Store* (1993) 6 Cal.4th 124, 129.) There are two theories of NIED recovery: the "bystander" theory and the "direct victim" theory. (*Burgess v. Superior Court* (1992) 2 Cal.4th 1064, 1071.)

There are no allegations identifying any conduct specific to Sussley, let alone conduct that could be outrageous. As for the NIED claim, while the pleading requirement is lower than fraud or IIED, there are simply no facts alleged as to Sussley other than the belief that either he or FIV served as the broker for Madrigal. (Complaint, ¶ 14.)

Plaintiffs' sixth cause of action is a demand for arbitration pursuant to the "operative escrow contract." (Complaint, ¶ 60.) CCP § 1281.2 allows a party to bring a "petition" to compel arbitration pursuant to a written agreement. While technically incorrect stylized as a "cause of action", I cannot find any authority that prevents a petition to compel arbitration from being brought along with a substantive complaint.

Upon the petition of a party to an agreement to arbitrate, the court must grant a petition to compel arbitration unless it finds: no written agreement to arbitrate exists; the right to compel arbitration has been waived; grounds exist for revocation of the agreement; or litigation is pending that may render the arbitration unnecessary or create conflicting rulings on common issues. (CCP § 1281.2.) A proceeding to compel arbitration is in essence a suit in equity to compel specific performance of a contract. (*Freeman v. State Farm Mutual Auto Insurance Co*. (1975) 14 Cal.3d 473, 479.) The petition must set forth the provisions of the written agreement and the arbitration clause verbatim, or such provisions must be attached and incorporated by reference. (CRC 3.1330; *see also Condee v. Longwood Mgmt. Corp*. (2001) 88 Cal.App.4th 215, 218-19.)

As currently plead, the complaint fails to meet any of the above stated requirements as to Sussley, or any of the other defendants for that matter. The court should thus SUSTAIN the demurrer to the sixth cause of action, with 30 days leave to amend.

6.

CASE #	CASE NAME	HEARING NAME
CVME2511978	TOM VS MADRIGAL	MOTION TO STRIKE COMPLAINT ON COMPLAINT FOR BREACH OF CONTRACT/WARRANTY OF TOM

Tentative Ruling: See Tentative on Demurrer

7.

CASE #	CASE NAME	HEARING NAME
CVME2600110	PARK VS K. HOVNANIAN'S FOUR SEASONS AT HEMET COMMUNITY ASSOCIATION	MOTION TO COMPEL ANSWER/ RESPONSE TO SPECIAL INTERROGATORIES SET ONE BY PARK

Tentative Ruling: Continued or O/C

8.

CASE #	CASE NAME	HEARING NAME
CVME2600110	PARK VS K. HOVNANIAN'S FOUR SEASONS AT HEMET COMMUNITY ASSOCIATION	DEMURRER ON 1ST AMENDED COMPLAINT FOR CIVIL RIGHTS OF PARK

Tentative Ruling: CONTINUE

Defendants failed to satisfy their obligation to meet and confer in person or by telephone with Plaintiff prior to filing the demurrer. Moving parties may not waive the requirements set forth in CCP § 430.41.

The hearing on the demurrer is continued to allow moving Defendant, K. Hovnanian's Four Seasons at Hemet Community Association, Inc. (HOA) and Defendant, FirstService Residential, Inc.'s (FirstService), an opportunity to satisfy their obligation to meet and confer and file the appropriate declaration(s) in accordance with CCP § 430.41. Counsel for Defendants, Lauren Peterkin, filed a meet and confer declaration that is not in compliance with CCP § 430.41. Specifically, Ms. Peterkin declares that on 3/31/26, she sent an email requesting Plaintiff to meet and confer about the proposed demurrer. (Dec.Peterkin ¶ 3.) Ms. Peterkin declares that the parties exchanged correspondence, but Plaintiff demanded a response to the FAC by the 4/10/26 deadline. (*Id.* ¶¶ 3-4.) Problematically, Ms. Peterkin never made a single phone call to Plaintiff to discuss the issues raised in the demurrer. Thus, she has not sufficiently complied with the statute because she did not speak with Plaintiff *in person or by phone* concerning the defects in FAC nor did she make sufficient effort to call Plaintiff. Therefore, substantive meet and confer efforts as to the FAC have not been engaged in by telephone or in person as required.

Accordingly, the hearing on the demurrer is continued to______________. Moving Defendants are ordered to meet and confer with Plaintiff by telephone or in person for the purpose of determining whether an agreement can be reached that would resolve the objections raised in the demurrer. As part of the meet and confer process, Defendants shall identify with legal support the basis of the alleged deficiencies in the subject pleadings. Plaintiff shall provide legal support for his position that the pleadings are legally sufficient or, in the alternative, how they may be further amended to cure any legal insufficiencies.

After meeting and conferring, Defendants shall, 10 days before the continued hearing date, set above do one of the following:

(1) vacate the hearing on the demurrer;

(2) file with the Court a declaration stating the parties have agreed that Plaintiff will file an amended pleading/claim for damages before the date set forth above; or

(3) file with the court a declaration stating how the parties met and conferred and identifying the specific objections in the demurrer and supporting memorandum of points and authorities that the parties were unable to resolve.

The Court will not accept further briefing.

CASE #	CASE NAME	HEARING NAME
CVME2600110	PARK VS K. HOVNANIAN'S FOUR SEASONS AT HEMET COMMUNITY ASSOCIATION	MOTION TO AMEND FIRST AMENDED COMPLAINT

Tentative Ruling: Continued (See above)

9.

CASE #	CASE NAME	HEARING NAME
CVME2605810	SALEK VS MERCEDES-BENZ	MOTION TO COMPEL ARBITRATION BY MERCEDES-BENZ

Tentative Ruling: DENY

This is a lemon law case where Plaintiff, Farnaz Salek, alleges that on 3/14/24, he leased a new 2023 Mercedes-Benz EQS 450+ from Mercedes-Benz of Temecula, which was accompanied by a warranty issued by Defendant, Mercedes-Benz USA, LLC (MBUSA). Plaintiff alleges the vehicle was delivered with serious defects and nonconformities to warranty. He presented the vehicle to Defendant's authorized repair facility but, they were unable to conform the vehicle to warranties after a reasonable number of repair attempts. Plaintiff filed his Complaint on 3/23/26 alleging three causes of action for violations of the Song Beverly Consumer Warranty Act (SBA): 1) breach of express warranty; 2) breach of implied warranty; and 3) violation of Civil Code § 1793.2.

Defendant MBUSA brings this motion to compel arbitration and to stay the civil action pending arbitration pursuant to an arbitration agreement between the parties. (Federal Arbitration Act [FAA] 9 USC §§ 1-16; California Arbitration Act [CAA] CCP § 1281, *et. seq.*) MBUSA asserts that the subject Arbitration Agreement (AA) exists, is valid, enforceable, and covers all of Plaintiff's alleged claims. MBUSA argues that it may enforce the AA as a named intended third-party beneficiary between the parties as lessee and warrantor arising from execution of the lease; and, that any question about scope or arbitrability must be resolved by the arbitrator pursuant to the AA's delegation clause.

Plaintiff opposes the motion arguing that MBUSA has no standing to invoke arbitration in this matter because it is neither a signatory nor an intended third-party beneficiary to the lease, which is between Plaintiff (lessee) and the non-party signatory dealership – Mercedes-Benz of Temecula; that MBUSA does not benefit at all from the lease; that equitable estoppel does not apply to the AA in this case; and, that *Felisilda v. FCA US LLC* (2020) 53 Cal.App.5th 486 is not controlling here.

The Reply asserts that the Opposition spends most of its time arguing that equitable estoppel is unavailable and that *Felisilda* is bad law but, MBUSA moved on one ground – that it is a third-party beneficiary; that the Opposition refers to a different contract – a financing contract as well as a dealership in Encino and Mercedes-Benz of Los Angeles when the dealer is Mercedes-Benz of Temecula[4]; that the Opposition ignores the delegation clause; that Plaintiff's objections are directed to the declaration of Ali Ameripour, who has not appeared in this action; and re-asserts prior arguments.

Upon the petition/motion of a party to an agreement to arbitrate, the court must grant a petition to compel arbitration unless it finds: no written agreement to arbitrate exists; the right to compel arbitration has been waived; grounds exist for revocation of the agreement; or litigation is pending that may render the arbitration unnecessary or create conflicting rulings on common issues. (CCP § 1281.2.) A proceeding to compel arbitration is in essence a suit in equity to compel specific performance of a contract. (*Freeman v. State Farm Mutual Auto Insurance Co*. (1975) 14 Cal.3d 473, 479.) The petition/motion to compel must set forth the provisions of the written agreement and the arbitration clause verbatim, or such provisions must be attached and incorporated by reference. (CRC rule 3.1330; *see also Condee v. Longwood Mgmt. Corp*. (2001) 88 Cal.App.4th 215, 218–19.) The party seeking arbitration must prove the existence of the arbitration agreement. (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2015) 55 Cal.4th 223, 236.) The burden then shifts to the opposing party to prove any defense such as unconscionability. (*Id.*)

"In ruling on a petition to compel arbitration, the trial court may consider evidence on factual issues relating to the threshold issue of arbitrability …. Parties may submit declarations when factual issues are tendered with a motion to compel arbitration." (*Engineers & Architects*

[4] The references to parties other than Mercedes-Benz of Temecula appear to be typos.

Assn. v. Community Development Dept. (1994) 30 Cal.App.4th 644, 653.) In the summary proceedings on a motion to compel arbitration, "the trial court sits as a trier of fact, weighing all the affidavits, declarations, and other documentary evidence, as well as oral testimony received at the court's discretion, to reach a final determination." (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.)

Federal and state policy favors arbitration such that "when there is doubt as to the meaning and construction of an agreement for mediation and/or arbitration, that doubt should be resolved in favor of those processes." (*Bono v. David* (2007) 147 Cal. App. 4th 1055, 1062.)

There is no dispute as to whether the FAA applies to the AA in this case. The FAA governs arbitration in written contracts involving interstate commerce, and provides that arbitration agreements are valid, irrevocable, and unenforceable unless there are grounds that exist at law or in equity for the revocation of any contract. (9 USC § 2; *Rittmann v. Amazon.com, Inc.* (9th Cir. 2020) 971 F.3d 904, 909.) The FAA embodies a strong federal policy favoring arbitration. To assure uniform results as to arbitrability of disputes subject to the Act, conflicting state law is preempted under the Supremacy Clause. (*Southland v. Corp. v. Keating* (1984) 465 U.S. 1, 12.) The party claiming that the contract involves interstate commerce and the FAA preempts state law has the burden of proving that the underlying transaction involved interstate commerce. (*Woolls v. Sup. Ct. (Turner)* (2005) 127 Cal.App.4th 197, 211-214.) Importantly, the FAA applies when an arbitration agreement expressly states that it is governed by the FAA. (*Aviation Data, Inc. v. Am. Express Travel Related Servs. Co., Inc.* (2007) 152 Cal.App.4th 1522, 1534-1535; *Victrola 89, LLC v. Jaman Properties 8 LLC* (2020) 46 Cal.App.5th 337, 355.)

Here, the AA *expressly* states that it is governed by the FAA. (Dec.Leung ¶ 2, Ex. "1", Motor Vehicle Lease Agreement (Lease), p. 4 of 10 [p. 7 of 26].)

MBUSA asserts that this Court lacks jurisdiction to determine the scope and enforceability of the arbitration agreement based on the AA, which contains a delegation clause. The general rule is that the courts decide disputes about arbitrability unless the parties agree to delegate the issue of arbitrability to the arbitrator. (*Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880, 891-892.) To be effective, the language "must be clear and unmistakable" and there must be no "contract defense such as fraud, duress, or unconscionability." (*Id*. at 892, 894.) This is a heightened standard of proof. (*Id*. at 892.)

Here, the AA provides:

> Any claim or dispute, whether in contract, tort or otherwise (**including any dispute over the interpretation, scope, or validity of this lease, arbitration section or the arbitrability of any issue**), between you and us or any of our employees, agents, successors, assigns, or the vehicle distributor, including Mercedes-Benz USA LLC (each a "Third Party Beneficiary"), which arises out of or relates to a credit application, this lease, or any resulting transaction or relationship arising out of this lease (including any such relationship with third parties who do not sign this contract) **shall**, at the election of either you, us, or a Third Party Beneficiary, **be resolved by a neutral, binding arbitration and not by a court action.** (Dec.Leung ¶ 2, Ex. "1", Lease, p. 4 of 10 [p. 7 of 26.]) (Emphasis added.)

Thus, the AA includes a delegation clause. Plaintiff does not address MBUSA's argument that there is a delegation clause. In addition, as discussed above, the FAA applies, and the subject arbitration agreement shows a clear and unmistakable agreement to send the issue of arbitrability to the arbitrator. However, there also must <u>not</u> be a contract defense (***lack of agreement***, fraud, duress, unconscionability.)

MBUSA asserts that Plaintiff agreed to arbitrate his claims relating to the subject leased vehicle. (Dec.Leung ¶ 2, Ex. "1".) There is no dispute that Plaintiff signed the Lease, which contains the AA. (*Ibid.*) To the contrary, Plaintiff asserts that MBUSA lacks standing to invoke arbitration in this matter because it is neither a signatory nor an intended third-party beneficiary of the Lease. The only parties to the Lease are Plaintiff and the non-party seller/dealership, Mercedes-Benz of Temecula. MBUSA is not, and does not claim to be an employee, agent, successor or assign of the non-party seller/dealership. Nonetheless, MBUSA argues that since the AA specifically names it as a "Third Party Beneficiary", Plaintiff is required to arbitrate the matter.

The general rule is that only a party to an arbitration agreement may enforce its terms; however, the law recognizes an exception where the non-party is a third-party beneficiary to the agreement. (*Ronay Family Limited Partnership v. Tweed* (2013) 216 Cal.App.4th 830, 837-38; *see also Jones v. Jacobson* (2011) 195 Cal.App.4th 1, 17-18 [arbitration agreement may be enforced by nonsignatories when the nonsignatory is a third-party beneficiary of the agreement, and when a preexisting agency relationship makes it fair to allow the nonsignatory to impose the duty to arbitrate].)

A third-party beneficiary may enforce a contract made expressly for its benefit where the intent to benefit the third person appears from the terms of the contract. (*Macaulay v. Norlander* (1992) 12 Cal.App.4th 1, 7-8; *Jensen, supra,* 18 Cal.App.5th at 301.) "Whether the third party is an intended beneficiary or merely an incidental beneficiary involves construction of the intention of the parties, gathered from reading the contract as a whole in light of the circumstances under which it was entered." (*Cione v. Foresters Equity Services* (1997) 58 Cal.App.4th 625, 636 [internal citation omitted]; see also *Epitech, Inc. v. Kann* (2012) 24 Cal.App.4th 1365, 1371-1372.) "A contract, made expressly for the benefit of a third person, may be enforced by him at any time before the parties thereto rescind it." (Civ. Code § 1559.) A third party need not be named in the contract – he merely must show he is a member of the class for which the benefit was made for. (*Prouty v. Gores Technology Group* (2004) 121 Cal.App.4th 1225, 1222.) The test is whether there is a clearly manifested intent to benefit a third party that appears from the terms of the contract. (*Id.*; *Schauer v. Mandarin Gems of California, Inc.* (2005) 125 Cal.App.4th 949, 957-958.)

The applicable test is outlined in *Goonewardene v. ADP, LLC* (2019) 6 Cal.5th 817, 829-830, which provides that a non-signatory such as MBUSA may enforce an arbitration agreement where the express provisions show that (1) the third party would benefit from the contract, (2) a motivating purpose of the contracting parties was to provide a benefit to the third party, and (3) allowing the third party to enforce such contract is consistent with the objectives of the contract and the reasonable expectations of the contracting parties.

Importantly, Plaintiff's Complaint contains three causes of action, each for a violation of the Song Beverly Act against only MBUSA. As indicated above, MBUSA is **not** a party to the Lease. MBUSA argues that since it is designated as a "Third Party Beneficiary", it is entitled to enforce the AA. This assertion alone is not dispositive.

In addition, MBUSA asserts that "[r]eading the contract as a whole, it is clear MBUSA is an intended third-party beneficiary …." (Motion p. 6:21-24.) However, it is not clear. MBUSA has not demonstrated it would benefit from the Lease, that a motivating purpose of the contracting parties (Plaintiff and the seller/dealership) was to benefit MBUSA, or that compelling arbitration is consistent with the objective of the contract and reasonable expectations of the parties. (*Goonewardene, supra.*) This is particularly true since MBUSA is not a party to the Lease.

Further, MBUSA argues that Plaintiff's claims arise out of the Lease and the ""resulting" warranty relationship that followed execution of the Lease." (Motion p. 6:24-26.) The AA provides arbitration for "[a]ny claim or dispute … which arises out of or relates to a credit application, this lease, or any resulting transaction or relationship arising out of this lease". (Dec.Leung ¶ 2, Ex. "1", Lease, p. 4 of 10 [p. 7 of 26.]) (Emphasis added.) It does not address any warranty relationship whatsoever.

This is particularly telling because warranties are different from contracts. Warranties, unlike contracts, do not impose binding obligations on the buyer. (*See Weinstat v. Dentsply Int'l, Inc.* (2010) 180 Cal.App.4th 1213, 1228-1229.) "A warranty relates to the title, character, quality, identity, or condition of the goods. The purpose of the law of warranty is to determine what it is that the seller has in essence agreed to sell." (*Keith v. Buchanan* (1985) 173 Cal.App.3d 13, 20.) Based on those warranties, the seller is bound to deliver and the buyer to accept goods that match the warranties made. (*Ibid*.) Written warranties are merely a written statement of promises made to the consumer prior to a purchase, which constitute a declaration of the facts presented or promises made to the consumer in connection with the sale of goods. (Commercial Code, § 2313; Civil Code, §§ 1791.2, 1790.3; 15 U.S.C. § 2301(6).)

Accordingly, while the seller may be held to the promises/warranties it made to a consumer prior to the sale of a vehicle, the written warranties do not constitute a contract between the manufacturer and the buyer. Rather, it is the retail installment sales contract or lease agreement that evidences the transaction. MBUSA has not established any warranty relationship or transaction between it and Plaintiff. Moreover, Plaintiff did not agree to arbitrate any claims she may have against MBUSA, and her claims are statutory Song-Beverly claims not claims arising from the Lease. (see *Ford Motor Warranty Cases* (2025) 17 Cal.5th 1122, 1138 [Ford could not compel plaintiffs to arbitrate their claims where the agreement does not support an agreement to arbitrate with third parties **and** the claims do not flow from the contract, but separate statutory requirements].)

Plaintiff also persuasively argues that equitable estoppel does not apply here. Under the doctrine of equitable estoppel, a party to an arbitration agreement may be required to arbitrate with a nonparty. (*JSM Tuscany, LLC v. Superior Court* (2011) 193 Cal.App.4th 1222, 1237.) However, a nonsignatory may enforce an arbitration clause on grounds of equitable estoppel *only* when the claims against the nonsignatory are "dependent upon, or founded in and inextricably intertwined with, the underlying contractual obligations of the agreement containing the arbitration clause." (*Goldman v. KPMG LLP* (2009) 173 Cal.App.4th 209, 217-218.) Thus, the doctrine applies in two circumstances: (1) when the signatory must depend on the written agreement providing for arbitration in asserting claims against the nonsignatory; or (2) when the signatory alleges "substantially interdependent and concerted misconduct" by the nonsignatory and a signatory and the alleged misconduct is "founded in or intimately connected with the obligations of the underlying agreement." (*Id*. at 218-219; see also, *Ngo v. BMW of North America, LLC* 23 F.4th 942, 949-950 (9th Cir. 2022) [a non-signatory manufacturer to an arbitration agreement has no standing to compel arbitration in the context of a Song Beverly case under the doctrine of equitable estoppel].) MBUSA has not demonstrated either of these circumstances. Based on the foregoing, the motion is denied.