

Tentative Rulings for April 28, 2026
Department 501

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) *The above rule also applies to cases listed in this "must appear" section.*

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

25CECG03977 *Kevin Vang v. Linda Lychongsu* is continued to Wednesday, May 27, 2026, at 3:30 p.m. in Department 501.

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Tentative Rulings for Department 501

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Tentative Ruling

Re: **Kaur v. General Motors, LLC**
Superior Court Case No. 24CECG03738

Hearing Date: April 28, 2026 (Dept. 501)

Motion: by Defendant for Summary Judgment

Tentative Ruling:

To elect to treat the motion for summary judgment as one for judgment on the pleadings, and to grant the motion for judgment on the pleadings as to each cause of action in favor of defendants. Plaintiff is granted 10 days' leave to file a second amended complaint, which will run from service by the clerk of the minute order.

If oral argument is timely requested, such argument will be entertained on Wednesday, April 29, 2026, at 3:30 p.m. in Department 501.

Explanation:

Defendant General Motors, LLC, moves for summary judgment of plaintiff Komal Kaur's First Amended Complaint ("FAC") alleging violations of the Magnuson-Moss Warranty Act and California Commercial Code. The First Amended Complaint alleges plaintiff purchased a used 2021 Cadillac Escalade manufactured and/or distributed by defendant General Motors, LLC, and that plaintiff received an express written warranty in connection with the purchase. (FAC, ¶¶ 6, 10.) The vehicle is alleged to have developed defects during the warranty period substantially impairing the use, safety, and/or value of the vehicle, and the defects were unable to be repaired by defendant's representatives despite sufficient opportunity to do so. (*Id.*, ¶¶ 10-16.) As a result, the defects are alleged to breach the express warranty in violation of the Magnuson-Moss Warranty Act and California Commercial Code.

Defendant asserts as undisputed that plaintiff purchased the vehicle outside of California from a third party dealership. (UMF Nos. 1-4.) Defendant argues the alleged breach of warranty under the California Commercial Code fails because plaintiff cannot assert the cause of action for violation of California law for a transaction outside of California and there is no privity between the parties. The lack of a viable warranty claim under state law results in a failure to state a claim under Magnuson-Moss. (*Daugherty v. Am. Honda Motor Co., Inc.* (2006) 144 Cal.App.4th 824, 833.)

Application of the California Commercial Code to Transactions Outside California

Defendant moves for summary judgment on the basis that the California Commercial Code does not apply to purchases made outside of California. Defendant's moving papers do not include any case law directly on point but instead rely primarily on *Northwest Mortgage, Inc. v. Superior Court*, holding that California's Unfair Competition Law was not intended to regulate claims of persons not residing in California

arising from conduct not occurring in California. (*Northwest Mortgage, Inc. v. Superior Court* (1999) 72 Cal.App.4th 214, 222.) Here, in contrast, the claimant is a California resident who is alleging a claim under the California Commercial Code for nonconformity with an express warranty arising while the vehicle was being used in California. There is no dispute that the vehicle was purchased outside of California. (UMF No. 2.) However, this does not necessarily foreclose on the possibility that the transaction at issue is governed by the California Commercial Code. In the absence of an agreement between the parties, the code "applies to transactions bearing an appropriate relationship to this state." (Cal. U. Com. Code, § 1301, subd. (b).) Here, there is also no dispute that defendant was not a party to the sales transaction for the vehicle at issue. (UMF No. 3.) As there is no agreement between the parties to this action, the Code could apply. Defendant has failed to demonstrate that the undisputed facts support granting summary judgment on this basis.

Privity

Defendant additionally argues the absence of a direct transaction between the parties supports summary judgment of the Commercial Code claim. Plaintiff alleges defendant is in breach of the written express warranty received with the purchase of the vehicle. (FAC, ¶¶ 10-13, 33.) Defendant argues California's Commercial Code limits a claim for breach of express warranty to one given directly by the seller to the buyer and there is no such privity between the defendant manufacturer and plaintiff. (Cal. U. Com. Code, § 2313.)

Uniform Commercial Code section 2313 states,

Express warranties *by the seller* are created as follows:

(a) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise.

(b) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.

(c) Any sample or model which is made part of the basis of the bargain creates an express warranty that the whole of the goods shall conform to the sample or model.

(Cal. U. Com. Code, § 2313, subd. (1)(a)-(c), emphasis added.)

Here, it is undisputed that defendant General Motors, LLC is not the seller of the vehicle but the manufacturer. "[W]here there are no direct dealings between the manufacturer and purchaser, the *manufacturer's* warranties – express or implied – generally fall outside the scope of the Commercial Code and are governed by other provisions of law." (*Ballestros v. Ford Motor Co.* (2025) 109 Cal.App.5th 1196, 1217, review dismissed, remanded on Nov. 12, 2025, emphasis in original.) Thus, in the absence of privity,

plaintiff cannot maintain the cause of action for breach of express warranty under the Commercial Code.

Plaintiff argues in opposition that there is no privity requirement for actions based upon an express warranty. (*Seely v. White Motor Co.* (1965) 63 Cal.2d 9, 14; *Hauter v. Zogarts* (1975) 14 Cal.3d 104, 115, fn. 4; *Cardinal Health 301, Inc. v. Tyco Electronics Corp.* (2008) 169 Cal.App.4th 116, 143-144.) The authority relied upon by plaintiff can be distinguished from the facts of the case at bench.

In *Seely v. White Motor Co.*, the plaintiff relied on defendant manufacturer's written statement on the purchase order warranting the vehicle sold by defendant dealership to be free from defects. (*Seeley, supra*, 63 Cal.2d at p. 13.) Here, the complaint includes no such allegations of written promises or reliance on such promises in purchasing the vehicle and plaintiff have not presented evidence of such written promises.

In *Hauter v. Zogarts*, the express warranty was created by defendant seller and manufacturer's statement on the shipping carton and instruction book, "Completely Safe Ball Will Not Hit Player," as an affirmation of fact woven into the fabric of the agreement. (*Hauter, supra*, 14 Cal.3d at p. 115.) In contrast, the vehicle here was not purchased directly from the manufacturer and there are neither allegations of, nor evidence of, affirmations of fact regarding the vehicle's performance.

Plaintiff cites to *Cardinal Health 301, Inc. v. Tyco Electronics Corporation* for the principal that, "[p]rivacy is generally not required for liability on an express warranty because it is deemed fair to impose responsibility on one who makes affirmative claims as to the merits of the product, upon which the remote consumer presumably relies." (*Cardinal Health 301, Inc., supra*, 169 Cal.App.4th at pp. 143-144.) Similar to *Seely* and *Hauter*, the principal is premised on the manufacturer making affirmative claims as to the merits of the product that a consumer would rely on. The plaintiff has not alleged any such affirmative representations or reliance thereon or introduced evidence of such affirmative representations by the defendant manufacturer.

Although defendant moves for summary judgment on the basis that plaintiff cannot establish privity to support their cause of action for breach of express warranty, the authority presented in the opposition suggests the problem with the cause of action is not one of evidence but of pleading. The First Amended Complaint alleges the existence of an express warranty but does not include allegations of what affirmative representations may have been made by the defendant manufacturer or plaintiff's reliance on such representations to support the breach of an express warranty pursuant to Commercial Code section 2313, subdivision (1) in the absence of contractual privity. (*Asghari v. Volkswagen Group of America, Inc.* (C.D. Cal. 2013) 42 F.Supp.3d 1306, 1334 ["When there is no privity of contract, California law requires a showing that a plaintiff relied on an alleged warranty."])

Accordingly, the court intends to treat defendant's motion for summary judgment as a motion for judgment on the pleadings.

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Tentative Ruling

Re: **Villarreal v. Landeros**
Superior Court Case No. 24CECG04077

Hearing Date: April 28, 2026 (Dept. 501)

Motion: by Defendants for Judgment on the Pleadings

Tentative Ruling:

To grant the motion of defendants Angel Landeros, Daniel Renteria, Steven Puryear, Jr., and Jose Garza for judgment on the pleadings without leave to amend. (Code Civ. Proc., § 438, subd. (c)(1)(B)(ii).) Moving party shall submit a judgment to the court within 5 days of service of the order by the clerk.

If oral argument is timely requested, such argument will be entertained on Wednesday, April 29, 2026, at 3:30 p.m. in Department 501.

Explanation:

A motion for judgment on the pleadings has the same function as a general demurrer but is made after the time for demurrer has expired, and so the rules governing demurrers apply. (*Cloud v. Northrop Grumman Corp.* (1998) 67 Cal.App.4th 995, 999.)

As in demurrers, grounds for the motion must appear on the face of the challenged pleading or on facts which the court may judicially notice. (*Saltarelli & Steponovich v. Douglas* (1995) 40 Cal.App.4th 1, 5.)

When reviewing a pleading, a demurrer or motion for judgment on the pleadings admits the truth of all material allegations and a Court will “give the complaint a reasonable interpretation by reading it as a whole and all its parts in their context.” (*People ex re. Lungren v. Superior Court* (1996) 14 Cal.4th 294, 300.) The standard of pleading is very liberal and a plaintiff need only plead “ultimate facts.” (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.) However, a plaintiff must still plead facts giving some indication of the nature, source, and extent of the cause of action. (*Semole v. Sansoucie* (1972) 28 Cal.App.3d 714, 719.)

In the case at bench, defendants Angel Landeros, Daniel Renteria, Steven Puryear, Jr., and Jose Garza (collectively “Defendants”) bring this motion for judgment on the pleadings on the basis that plaintiff failed to comply with the Government Claims Act and therefore the complaint does not state a cause of action against Defendants.

An action for “money or damages” may not be maintained against a public entity or public employee for actions taken within the scope of the person’s employment unless a written claim has first been timely presented to the defendant public entity and rejected in whole or in part. (Gov. Code, §§ 905, 945.4, 950.2, 950.6.) The claim must be filed within six months of the date of accrual of the cause of action. (Id., §§ 901, 911.2.)

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Tentative Ruling

Re: ***In re Diego Bedolla***
Superior Court Case No. 26CECG01379

Hearing Date April 28, 2026 (Dept. 501)

Motion: Petition to Compromise Claim of Minor

Tentative Ruling:

To deny, without prejudice.

If oral argument is timely requested, such argument will be entertained on Wednesday, April 29, 2026, at 3:30 p.m. in Department 501.

Explanation:

Item 9 indicates that minor Diego Bedolla ("minor") has completely recovered. In support, petitioner Rosa Maria Molina de Bedolla ("petitioner") submits medical records from the emergency transport. The record indicates that minor was transferred for care to Community Regional Medical Center. No medical records as to any emergency room care was provided to support the conclusion that minor has completely recovered.

Item 13 identifies medical expenses covered by Medi-Cal. Attachment 13c(2) provides only a payment coupon without the corresponding letter indicating that Medi-Cal will accept \$137.33 in full satisfaction of any lien asserted. Without the missing pages of the letter that confirm the totality of the lien amount, petitioner fails to sufficiently establish medical expenses.

Item 14b indicates costs for investigation fees of \$210.75, and \$25 for medical records. The seemingly corresponding Attachment 15b provides no cost that aligns with the amount claimed. The attachment submits an invoice for \$200 by "Coastal Research", and \$221.50 by "USAExpress". Neither of these invoices align with the reported costs. Nor is it clear what the purpose of either of these invoices is. Coastal Research purports to be based out of the State of Georgia, with an entry cryptically stating "Personal Auto" gives no context as what service was rendered. Similarly, the line-item descriptions of "Witness Statement – Gustavo Hernandez" and "Transcription of Statement" do not clarify the nature and purpose of these costs. No witness statement from Gustavo Hernandez was included in the petition. No transcript was included in the petition.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling Issued By: DTT **on** 4/27/2026.
(Judge's initials) (Date)