

SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

Tentative Ruling

2025CUBC054742: DANIELLE WAKEFIELD vs FORD MOTOR COMPANY, et al.
02/24/2026 in Department 44
Demurrer

Effective **January 5, 2026**, Judge Charmaine H. Buehner and all cases previously assigned to Department J4 at the Juvenile Justice Center in Oxnard transferred to Department 44, located at the Hall of Justice, 800 South Victoria Avenue, Ventura, California 93009.

Department Rules. Parties and counsel shall follow the Department 44 rules and Zoom protocols, available at <https://ventura.courts.ca.gov/department-44>.

Remote Appearances. The Court allows Zoom appearances as a courtesy to parties and counsel. The Court does not accommodate Court Call appearances.

BEFORE FEBRUARY 23, 2026: Provide notice of your intent to appear remotely via Zoom by 4 p.m. the court day before each hearing by email at courtroom44@ventura.courts.ca.gov, with a subject line that includes “NOTICE TO APPEAR VIA ZOOM.”

ON AND AFTER FEBRUARY 23, 2026: Register for each court appearance by 4:00 p.m. the day before your hearing: <https://ventura-courts-ca.zoom.us/meeting/register/iqN7uhQSQMuoqs-9TQXgEQ>.

You will be denied remote entrance to the hearing if you do not timely notify/register to appear via Zoom by 4:00 p.m. the court day before your hearing. No advance notice is required to appear in person.

Tentative Rulings. Oral argument should address the tentative decision. To submit on the tentative decision, email courtroom44@ventura.courts.ca.gov before 8:00 a.m. on the hearing date, copying all other parties, Use the subject line “SUBMISSION ON TENTATIVE”, [Case Number], [Case Title] and [Party]. If not all parties submit, the hearing will proceed, and the tentative ruling may change.

The Court may adopt, modify or reject the tentative ruling after hearing. The tentative ruling has no legal effect unless and until adopted by the Court.

Motion: Defendant Ford Motor Company’s Demurrer to Plaintiff Danielle Wakefield’s Unverified Complaint

Tentative Ruling:

Defendant Ford Motor Company’s Demurrer to Plaintiff Danielle Wakefield’s Unverified Complaint is OVERRULED.

Defendant is to file an answer within 20 days. Counsel for Plaintiff is to give notice of the Court’s ruling.

Discussion

General Principles

It is long-settled that a demurrer admits all material facts properly pleaded, but not contentions, deductions, or conclusions of law or fact. A court may also consider matters that may judicially noticed. (*Donabedian v. Mercury Ins. Co.* (2004) 116 Cal.App.4th 968, 976; *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318 (quoting *Serrano v. Priest* (1971) 5 Cal.3d 584, 591.) The complaint is given a reasonable interpretation, and is read as a whole, reading its parts in their context. (*Blank v. Kirwan, supra*, 39 Cal.3d at p. 318.) The limited role of a demurrer is to test the legal sufficiency of a complaint. A court cannot consider the substance of declarations, matter not subject to judicial notice, or the truth of matters in judicially-noticed documents. (*Donabedian v. Mercury Ins. Co., supra*, 116 Cal.App.4th at p. 994.) It is an abuse of discretion to deny leave to amend if there is any reasonable possibility that any defects in the complaint can be cured by amendment. But the burden is on the plaintiff to show how the complaint can be amended and how such an amendment will change the legal effect of the pleading. (*Goodman v. Kennedy* (1976) 18 Cal.3d 335, 349.)

Failure to State a Claim

“The required elements for fraudulent concealment are (1) concealment or suppression of a material fact; (2) by a defendant with a duty to disclose the fact; (3) the defendant intended to defraud the plaintiff by intentionally concealing or suppressing the fact; (4) the plaintiff was unaware of the fact and would have acted differently if the concealed or suppressed fact was known; and (5) plaintiff sustained damage as a result of the concealment or suppression of the material fact.” (*Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 40.)

In *Dhital v. Nissan North America* (2022) 84 Cal.App.5th 828, which was not overruled after the Supreme Court’s *Rattagan* decision, the Court of Appeal held that the following allegations were sufficient to withstand demurrer:

Plaintiffs alleged the above elements of fraud in the SAC. As we have discussed, 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.

(*Id.* at p. 844.)

Here, specific defects are alleged. (Complaint, ¶¶ 12, 53, 55, 56.) Active, i.e., intentional, concealment by Defendant is alleged. (*Id.*, ¶¶ 57, 59, 71, 72, 75.) Materiality is also alleged, in that Plaintiff alleges she would not have purchased the subject vehicle had she known of the defects at the time of sale. (*Id.*, ¶¶ 60, 66.)

Plaintiff has also alleged that specific facts were known or accessible only to Defendant, who had superior and exclusive knowledge, and were not reasonably discoverable by Plaintiff. (Complaint, ¶¶ 57, 62, 63, 64, 65, 69, 76.) These allegations are sufficient to establish a duty on Defendant's part. (*Rattagan v. Uber Technologies, Inc.*, *supra*, 17 Cal.5th. at pp. 40-41.) Further, Plaintiff has alleged that Plaintiff entered into the warranty contract with Defendant. (Complaint, ¶ 7.) This alone suffices. (*LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 337 [“Thus, 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.”].) The Court finds that the allegations are sufficient to allege a sufficient relationship or transaction between Plaintiff and Defendant for purposes of alleging a duty to disclose. (*Bigler-Engler v. Breg* (2017) 7 Cal.App.5th 276, 310-314.)

Finally, Plaintiff has sufficiently alleged damages. (Complaint, ¶ 61, 80.)

In sum, the Court finds that Plaintiff has alleged facts sufficient to state a claim for fraudulent concealment.

Economic Loss Rule

“Under the economic loss rule, tort recovery for breach of a contract duty is generally barred [citation] unless two conditions are satisfied. A plaintiff must first demonstrate the defendant's injury-causing conduct violated a duty that is independent of the duties and rights assumed by the parties when they entered the contract. Second, the defendant's conduct must have caused injury to persons or property that was not reasonably contemplated by the parties when the contract was formed.” (*Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 20-21.) “The economic loss rule requires a purchaser to recover in contract for purely economic loss due to disappointed expectations, unless he can demonstrate harm above and beyond a broken contractual promise.” (*Robinson Helicopter Co., Inc., v. Dana Corp.*, (2004) 34 Cal.4th 979, 988.)

As set forth above, Plaintiff has alleged facts sufficient to state a claim for fraudulent concealment. Like the plaintiff in *Robinson Helicopter*, Plaintiff here alleges she was subject to potential harm, alleging “dangerous driving conditions that occur without warning” and that the defects substantially increase the risk of “accidents involving property damage, personal injury and even death.” (Complaint, ¶¶ 55, 58; see also *id.*, ¶ 13 [impaired safety allegation].) These are harms not reasonably contemplated by the parties. Hence, the fraudulent concealment claim is not barred by the Economic Loss Rule.