SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

Tentative Ruling

2025CUBC040858: CORINNE R GUZMAN, et al. vs GENERAL MOTORS, LLC.
09/02/2026 in Department 44
Motion for Judgment on the Pleadings

Department Rules. Parties and counsel shall follow the Department 44 rules and Zoom protocols, available at https://www2.ventura.courts.ca.gov/Courtroom/C44.

Remote Appearances. The Court allows Zoom appearances as a courtesy to parties and counsel. The Court does not accommodate Court Call appearances. **You MUST register by 3:00 p.m. the court day before your hearing or you will be DENIED entry to the hearing:**

ZOOM Registration Link:

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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 General Motors LLC's Motion for Judgment on the Pleadings *(Opposed)*

Tentative Ruling:

Defendant General Motors LLC's Request for Judicial Notice is GRANTED in part. The Court takes judicial notice of the existence and contents of the Department of Consumer Affairs Arbitration Certification Program's official published list and the fact that the list records April 23, 2025 as General Motors LLC's election date. The Court does not judicially notice any disputed legal conclusion concerning the effect of that election on Plaintiffs' claims.

Defendant General Motors LLC's Motion for Judgment on the Pleadings is GRANTED in part and DENIED in part as follows:

1. The Motion is DENIED as to the First Cause of Action for violation of Civil Code section 1793.2, subdivision (d).

2. The Motion is DENIED as to the Second Cause of Action for violation of Civil Code section 1793.2, subdivision (b).

3. The Motion is DENIED as to the Third Cause of Action for violation of Civil Code section 1793.2, subdivision (a)(3).

4. The Motion is GRANTED as to the Fourth Cause of Action for breach of the implied warranty of merchantability, with 20 days' leave to amend. (Code Civ. Proc., § 438, subd. (h)(2).)

5. The Motion is GRANTED as to the Fifth Cause of Action for fraudulent inducement - concealment, with 20 days' leave to amend. (Code Civ. Proc., § 438, subd. (h)(2).)

Plaintiffs' alternative request in the opposition to stay the action pending *Price v. General Motors* is DENIED AS MOOT. The Court does not adjudicate Plaintiffs' separately noticed Motion to Stay Proceedings, presently set for June 9, 2027.

Defendant General Motors LLC to give notice.

I. Background

A. Factual Background

Plaintiffs Corinne R. Guzman and Ernest A. Guzman ("Plaintiffs") allege that, on or about March 16, 2018, they entered into a warranty contract with Defendant General Motors LLC ("GM") concerning a 2017 Chevrolet Silverado. (Compl., ¶ 6.) The Complaint alleges that the warranty contract included bumper-to-bumper, powertrain, emissions, and other express warranties, and incorporates the warranty booklet attached as Exhibit A. (*Id.*, ¶ 7.) The warranty booklet states that the warranty period for all coverages begins when the vehicle is first delivered or put in use. (Compl., Exh. A.)

Plaintiffs allege that transmission, engine, electrical, and other defects and nonconformities manifested during the applicable express-warranty period and substantially impaired the Vehicle's use, value, or safety. (Compl., ¶¶ 11-12.) They further allege that GM was unable to conform the Vehicle to warranty after a reasonable number of repair opportunities and nevertheless failed to replace the Vehicle or provide restitution. (*Id.*, ¶¶ 14-15, 27.)

The Complaint includes a general tolling allegation. Plaintiffs allege that any applicable limitations periods have been tolled by equitable tolling, the discovery rule, equitable estoppel, the repair rule, and class-action tolling, including purported tolling based on the April 10, 2019 filing of *Speerly et al. v. General Motors, LLC*, No. 19-cv-11044-DML-DRG (E.D.Mich.). (Compl., ¶ 23.) They also allege that they discovered GM's "wrongful conduct" shortly before filing this action, when the Vehicle continued to exhibit defect symptoms following GM's unsuccessful repair attempts. (*Id.*, ¶ 24.)

The Complaint asserts five causes of action against GM. The First Cause of Action alleges violation of Civil Code section 1793.2, subdivision (d), based on GM's alleged failure to replace the Vehicle or make restitution after a reasonable number of repair opportunities. (Compl., ¶¶ 26-31.) The Second alleges violation of Civil Code section 1793.2, subdivision (b), based on an alleged failure to begin and complete warranty repairs within a reasonable time and within 30 days. (*Id.*, ¶¶ 32-36.) The Third alleges violation of Civil Code section 1793.2, subdivision (a)(3), based on an alleged failure to make sufficient service literature and replacement parts available to authorized repair facilities during the express-warranty period; Plaintiffs expressly bring that claim under Civil Code section 1794 and seek a civil penalty under section 1794, subdivision (c). (*Id.*, ¶¶ 37-39.)

The Fourth Cause of Action alleges breach of the implied warranty of merchantability. Plaintiffs allege that the sale was accompanied by GM's implied warranty, that the warranty's duration was coextensive with the express warranty but no longer than one year, and that the Vehicle contained latent defects at the time of sale rendering it unmerchantable. (Compl., ¶¶ 40-44.)

The Fifth Cause of Action alleges fraudulent inducement by concealment. Plaintiffs allege GM knew before Plaintiffs acquired the Vehicle that its 8-speed transmission was defective and susceptible to sudden and premature failure, but concealed the defect before and at the time of sale. (Compl., ¶¶ 46-49, 54.) Plaintiffs allege they considered GM advertising and marketing before purchasing the Vehicle and would not have purchased it had the transmission defect been disclosed. (*Id.*, ¶¶ 50, 54.) They further allege continuing concealment during later repair visits. (*Id.*, ¶ 55.)

B. Procedural Background

Plaintiffs filed the Complaint on March 20, 2025. GM answered on June 27, 2025, generally denying the allegations and asserting, among other defenses, statutes of limitation and repose including Code of Civil Procedure section 871.21 and Commercial Code section 2725.

On February 4, 2026, GM filed this Motion for Judgment on the Pleadings.

Plaintiffs opposed the motion on August 20, 2026.

GM filed a reply, a supplemental declaration of Kirsten Seebart, and a separate Request for Judicial Notice on August 26, 2026.

Plaintiffs separately filed a Motion to Stay Proceedings on June 30, 2026, seeking a stay pending the Second District's decision in *Price et al. v. General Motors, LLC*, Second District No. B353231. This motion is presently set for June 9, 2027.

Trial is currently set for March 22, 2027.

II. Preliminary Matters: Defendant's Request for Judicial Notice

GM requests judicial notice of a Department of Consumer Affairs Arbitration Certification Program webpage listing manufacturers that elected to proceed under the new lemon-law procedures and showing an "Opt-in Date" of April 23, 2025 for General Motors LLC. The webpage printout is attached as Exhibit A to Seebart's reply declaration. (Seebart Reply Decl., ¶ 3 & Exh. A.) GM relies on Evidence Code section 452, subdivisions (a), (c), and (h).

The Request for Judicial Notice is GRANTED as to the existence and contents of the DCA's official published list and the fact that the DCA list records General Motors LLC's election date as April 23, 2025. Judicial notice does not establish a disputed legal conclusion concerning the effect of that election on Plaintiffs' claims, whether the election constitutionally may make an already-filed claim untimely, or whether Plaintiffs' claims are otherwise barred.

III. Discussion

A. Legal Standard: Motion for Judgment on the Pleadings

A defendant may move for judgment on the pleadings on the ground that the complaint does not state facts sufficient to constitute a cause of action against the defendant. (Code Civ. Proc., § 438, subd. (c)(1)(B)(ii).) A motion for judgment on the pleadings performs substantially the same function as a general demurrer. (*Kapsimallis v. Allstate Ins. Co.* (2002) 104 Cal.App.4th 667, 672.) The Court accepts properly pleaded material facts as true, as well as facts that may reasonably be implied or inferred from the allegations, but does not accept contentions, deductions, or conclusions of law. (*Schabarum v. California Legislature* (1998) 60 Cal.App.4th 1205, 1216; *Fire Ins. Exchange v. Superior Court* (2004) 116 Cal.App.4th 446, 452.)

The grounds for the motion must appear on the face of the challenged pleading or from matters subject to judicial notice. (Code Civ. Proc., § 438, subd. (d).) A limitations defense may be resolved at the pleading stage only when the bar clearly and affirmatively appears from the complaint and judicially noticed matters. If the action may be barred, but is not necessarily barred, judgment on the pleadings is improper. (*Committee for Green Foothills v. Santa Clara County Board of Supervisors* (2010) 48 Cal.4th 32, 42; *E-Fab, Inc. v. Accountants, Inc. Services* (2007) 153 Cal.App.4th 1308, 1315-1316, 1320.)

If judgment on the pleadings is granted but the defect can reasonably be cured by amendment, leave to amend should be allowed. (Code Civ. Proc., § 438, subd. (h)(2).) The burden is on the plaintiff to demonstrate a reasonable possibility of curing a pleading defect, but leave is ordinarily liberally granted. (*Kapsimallis*, *supra*, 104 Cal.App.4th at p. 672.)

B. First, Second, and Third Causes of Action (Code of Civil Procedure Sections 871.20-871.21)

1. Statutory framework and GM's election.

Code of Civil Procedure section 871.21, subdivision (a), provides that an action covered by section 871.20 must be commenced within one year after expiration of the applicable express warranty. Subdivision (b) imposes an outside limit: notwithstanding subdivision (a), such an action may not be brought later than six years after original delivery of the motor vehicle. Both periods "shall be tolled" for the circumstances listed in subdivision (c), including the time the vehicle is out of service by reason of repair for any nonconformity. (Code Civ. Proc., § 871.21, subd. (c)(2).)

Section 871.20, as amended effective April 2, 2025, makes the chapter applicable to specified actions against a manufacturer that has elected to proceed under the chapter. Section 871.30 created a transitional election mechanism. A manufacturer could elect within 30 days after the April 2, 2025 effective date to be governed by the chapter with respect to vehicles sold in 2025 and all prior years. (Code Civ. Proc., § 871.30, subd. (a).) Subdivision (c) states that, absent such an election, sections 871.20 through 871.28 do not apply, including to actions already filed between January 1, 2025 and April 2, 2025. This language shows that the statutory scheme contemplates that a qualifying election can make the chapter applicable to an action already filed during that period.

The judicially noticed DCA list records GM's election on April 23, 2025. Plaintiffs' argument that the chapter categorically cannot apply because their Complaint was filed before GM made its election is not persuasive. The remaining question is whether section 871.21 may be applied to that already-filed action so as to declare the claims untimely based on a deadline that had already expired before section 871.21 became effective. For the reasons discussed below, the Court concludes that GM has not established that section 871.21 may be applied in this manner.

2. The Third Cause of Action is within the statutory chapter for purposes of this motion.

Plaintiffs separately argue that the Third Cause of Action under Civil Code section 1793.2, subdivision (a)(3), is outside Code of Civil Procedure section 871.20 because subdivision (a)(3) is not itself one of the Civil Code provisions specifically listed there. The argument does not account for the manner in which the Third Cause of Action is pleaded. Section 871.20, subdivision (a), includes an action seeking restitution or replacement pursuant to Civil Code section 1794, and also includes claims for civil penalties under Civil Code section 1794, subdivision (c), when the request is based on noncompliance with the applicable express warranty. Plaintiffs expressly allege that they bring the Third Cause of Action pursuant to Civil Code section 1794 and seek a civil penalty under section 1794, subdivision (c). (Compl., ¶¶ 38-39.) The Complaint also seeks restitution based on GM's alleged warranty noncompliance. The Third Cause of Action therefore is not excluded merely because the underlying duty is stated in Civil Code section 1793.2, subdivision (a)(3).

3. GM's proposed application of section 871.21 would impose a filing deadline that expired before the statute took effect.

GM contends both section 871.21 periods expired no later than March 16, 2024. For the repose period, GM treats the March 16, 2018 warranty-contract date as the original delivery date and adds six years. For the limitations period, GM relies on the five-year powertrain warranty as the longest warranty relevant to the pleaded defects, then adds the one year allowed by section 871.21, subdivision (a). On GM's calculation, Plaintiffs were required to sue by March 16, 2024, even though section 871.21 did not become effective until January 1, 2025.

California law presumptively applies statutes prospectively unless the Legislature has clearly indicated retroactive application. (*McClung v. Employment Development Dept.* (2004) 34 Cal.4th 467, 475.) Statutes shortening a limitations period are procedural and may be applied to preexisting claims, but only if affected parties are afforded a reasonable time in which to sue. (*Coachella Valley Mosquito & Vector Control Dist. v. California Public Employment Relations Bd.* (2005) 35 Cal.4th 1072, 1091-1092.) When necessary to provide that reasonable opportunity, the new period is applied prospectively from the statute's effective date rather than from an earlier accrual event. (*Id*. at p. 1092.) Likewise, *Rosefield Packing Co. v. Superior Court* (1935) 4 Cal.2d 120, 122-123, explains that a retroactive procedural time limit is unconstitutional as applied if it operates immediately, or within so short a time, as to deny a reasonable opportunity to use the existing remedy.

GM responds that Assembly Bill No. 1755 was signed on September 29, 2024, approximately three months before section 871.21 became effective, and argues that this enactment-to-effective-date interval supplied a sufficient opportunity to file. This argument is not persuasive on a pleading motion. *Coachella Valley* measures the reasonable period by reference to the operative change in law and held that preexisting claims remained timely for a reasonable period following the effective date. (*Coachella Valley*, *supra*, at p. 1092.) *Rosefield* likewise concerned whether a claimant retained a reasonable opportunity to act under the new rule rather than whether the claimant could have anticipated and filed before the rule became effective. (*Rosefield*, *supra*, at pp. 122-123.) Here, GM's construction would not merely shorten a still-open period when the statute became effective; it would treat the period as having expired approximately nine months earlier.

The recent federal decision *Galdamez v. FCA US LLC* (C.D.Cal. 2026) 830 F.Supp.3d 982, 986, reached the same conclusion in addressing section 871.21. There, the court reasoned that using a statute effective January 1, 2025 to dismiss claims based on a June 2024 cutoff necessarily gave the new statute retroactive effect. Although a federal district court decision is not binding on this Court, it may be considered for its persuasive reasoning. (*Aleman v. AirTouch Cellular* (2012) 209 Cal.App.4th 556, 576, fn. 8.)

Section 871.30 does demonstrate legislative intent for the chapter to reach some already-filed 2025 actions once a manufacturer elects. But that does not answer the separate reasonable-opportunity issue. Nothing in section 871.30 states that an election may constitutionally convert a claim that was timely when filed into a claim deemed to have expired before section 871.21 existed. The Court need not hold section 871.21 facially inapplicable to this action. It is enough to conclude that GM has not established, as a matter of law on the pleadings, that subdivisions (a) and (b) can be applied in the particular manner GM urges to require filing by March 16, 2024.

4. The face of the Complaint also does not conclusively establish the necessary dates or negate statutory repair tolling.

There are additional pleading obstacles to judgment on these claims. Section 871.21, subdivision (b), runs from "original delivery." The Complaint alleges a March 16, 2018 warranty-contract date, but does not expressly allege that March 16, 2018 was the date of original delivery. GM itself acknowledges this distinction in its moving papers. The attached warranty booklet states that coverage begins upon first delivery or first use, but the copy's field for the actual delivery/first-use date is not completed. On a motion confined to the pleadings, the Court should not convert the warranty-contract date into an undisputed original-delivery date where that fact is not expressly alleged or judicially noticed.

Similarly, section 871.21, subdivision (c)(2), expressly tolls both time periods for the time the motor vehicle is out of service by reason of repair for a nonconformity. The Complaint alleges repeated unsuccessful repair opportunities and continued defect symptoms after GM's repair attempts. (Compl., ¶¶ 14, 24, 27, 33.) It does not allege the number of days the Vehicle was out of service. GM argues that Plaintiffs would need approximately one year of statutory tolling, but the Court cannot determine from the face of the Complaint that Plaintiffs necessarily had less than that amount. The absence of repair-duration allegations may ultimately affect Plaintiffs' proof or a later pleading challenge after amendment, but it does not affirmatively establish the limitations defense on the present pleading.

For these reasons, GM has not shown that the First, Second, or Third Cause of Action is necessarily barred by Code of Civil Procedure section 871.21. The motion is DENIED as to those causes of action. Because this conclusion rests on the proposed retroactive operation of the statute and the present pleading record, the Court need not decide the broader question whether every form of equitable tolling invoked in paragraph 23 remains available against section 871.21, subdivision (b).

C. Fourth Cause of Action (Breach of Implied Warranty)

The Fourth Cause of Action presents a different limitations issue. Song-Beverly implied-warranty claims are governed by the four-year limitations period in Commercial Code section 2725. (*Montoya v. Ford Motor Co.* (2020) 46 Cal.App.5th 493, 495; *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1306-1307.) Under Commercial Code section 2725, subdivision (2), a breach-of-warranty cause of action ordinarily accrues when the breach occurs, regardless of the buyer's lack of knowledge, and a breach ordinarily occurs upon tender of delivery. The statutory exception applies when a warranty "explicitly extends to future performance" and discovery of the breach must await that performance.

Plaintiffs rely heavily on *Mexia* for delayed discovery. *Mexia*, however, held that an implied warranty may be breached by a latent defect that exists at the time of sale even if the defect is not discovered during the warranty's duration. (174 Cal.App.4th at pp. 1304-1305.) It did not hold that the Commercial Code limitations period for an implied warranty begins only when the latent defect is discovered. Indeed, the action in *Mexia* was filed within four years of delivery, and the court quoted Commercial Code section 2725's tender-of-delivery accrual rule. (Id. at pp. 1305-1306.)

The future-performance exception is narrow because it requires a warranty that "explicitly" extends to future performance. (*Cardinal Health 301, Inc. v. Tyco Electronics Corp.* (2008) 169 Cal.App.4th 116, 130, 134.) An implied warranty arises by operation of law rather than by an express undertaking, and therefore is not a warranty that explicitly extends to future performance within the meaning of Commercial Code section 2725, subdivision (2). (*Id*. at p. 134.) Plaintiffs' allegation that the implied warranty had a prospective duration of up to one year under Civil

Code section 1791.1 does not transform the implied warranty into an explicit future-performance warranty for limitations purposes.

The Complaint does not use the phrase "tender of delivery" in alleging a date. It does, however, allege that Plaintiffs entered the warranty contract concerning the Vehicle on March 16, 2018 (Compl., ¶ 6), that the sale was accompanied by GM's implied warranty (*Id*., ¶ 41), that the latent defect existed "at the time of sale" (*Id*.., ¶ 43), and that Plaintiffs purchased the Vehicle equipped with the allegedly defective transmission (*Id*., ¶ 46). Reading the pleading as a whole, the reasonable interpretation is that Plaintiffs' acquisition and tender occurred on or about the March 2018 transaction date. Neither side suggests a materially later sale or delivery date. On that pleaded chronology, the four-year period expired years before the instant March 20, 2025 action.

Paragraph 23 does not presently plead facts sufficient to avoid that result. It lists several tolling doctrines and identifies the filing of *Speerly*, but it does not allege facts showing that Plaintiffs were members of a putative class encompassing these California implied-warranty claims, when any such tolling began and ended, or how much time the asserted tolling added. Nor does the opposition develop the *Speerly* allegation or identify facts in the Complaint that quantify repair-rule, equitable-estoppel, or other tolling sufficient to render the Fourth Cause timely. A conclusory invocation of tolling is not enough when the pleading otherwise shows the claim is outside the statutory period. (See *E-Fab*, *supra*, at p. 1319.)

The motion is therefore be GRANTED as to the Fourth Cause of Action. Because Plaintiffs request leave to amend and it is reasonably possible they could allege additional facts concerning tender, tolling, or another basis affecting limitations, leave to amend is granted. The amended pleading should not merely repeat the present labels; it should allege the material dates and facts supporting any tolling theory on which Plaintiffs intend to rely.

D. Fifth Cause of Action (Fraudulent Inducement/Concealment)

A fraud cause of action is subject to the three-year limitations period in Code of Civil Procedure section 338, subdivision (d). The cause is not deemed to accrue until discovery by the aggrieved party of the facts constituting the fraud. (Code Civ. Proc., § 338, subd. (d).) Discovery occurs when the plaintiff actually discovers the fraud or has reason to discover it. (*Fox v. Ethicon Endo-Surgery, Inc.* (2005) 35 Cal.4th 797, 807-808; *Jolly v. Eli Lilly & Co.* (1988) 44 Cal.3d 1103, 1110.)

GM is not correct insofar as it suggests that the concealment claim necessarily accrued on the date of sale merely because the alleged omission occurred then. For a fraud claim, the statutory discovery rule is part of the accrual rule. Whether a plaintiff should have discovered the facts earlier ordinarily presents a factual question and can be resolved at the pleading stage only when the allegations permit only one reasonable conclusion. (*Broberg v. Guardian Life Ins. Co. of America* (2009) 171 Cal.App.4th 912, 921.)

Nevertheless, when the face of a complaint shows that the claim would be untimely without delayed discovery, the plaintiff must specifically plead the time and manner of discovery and the inability to have discovered the claim earlier despite reasonable diligence. (*Fox*, *supra*, at p. 808; *E-Fab*, *supra*, at p. 1319.) Conclusory allegations are insufficient. (*Community Cause v. Boatwright* (1981) 124 Cal.App.3d 888, 900-901.)

The alleged concealment here occurred before and at the time Plaintiffs purchased the Vehicle. (Compl., ¶¶ 46-47, 54.) The Complaint then alleges only that Plaintiffs discovered GM's "wrongful conduct" "shortly before the filing of the complaint," because the Vehicle continued to exhibit defect symptoms following unsuccessful repair attempts. (*Id*., ¶ 24.) This allegation does not state even the month or year of discovery, identify what fact first disclosed GM's alleged pre-sale knowledge and concealment, or explain why the transmission symptoms and repair history did not reasonably permit earlier discovery. Paragraph 55 alleges that GM continued to conceal the defect during repair visits, and paragraph 57 alleges generally that Plaintiffs could not reasonably be expected to discover the defect until well after purchase, but neither supplies the missing time, manner, or diligence facts.

The distinction between knowledge of a mechanical problem and knowledge of fraudulent concealment means the claim cannot simply be deemed to have accrued when the Vehicle first manifested a defect. But the same distinction also makes paragraph 24's reference to continuing symptoms inadequate to plead when Plaintiffs discovered facts constituting the alleged fraud. The present Complaint therefore does not sufficiently plead delayed discovery under section 338, subdivision (d).

The motion is therefore GRANTED as to the Fifth Cause of Action, with leave to amend. Plaintiffs may be able to allege, consistent with their pleading obligations, the specific time and manner by which they learned facts suggesting GM knew of and concealed the Transmission Defect before sale, together with facts showing why reasonable diligence would not have led to earlier discovery.

E. Plaintiffs' Alternative Request for a Stay

Plaintiffs' opposition asks the Court, in the alternative, to stay this action if the Court accepts GM's proposed application of Code of Civil Procedure section 871.21. Plaintiffs have separately noticed a Motion to Stay Proceedings based on the pending Second District appeal in *Price v. General Motors*, No. B353231. This separate motion is set for June 9, 2027 and is not presently before the Court.

Because the recommended ruling does not accept GM's section 871.21 theory and instead denies the motion as to the First through Third Causes of Action, the conditional stay request in the opposition is DENIED AS MOOT, without adjudicating the separately noticed stay motion or preventing Plaintiffs from seeking appropriate relief concerning the scheduling of that motion.