

Tentative Ruling:

For all the reasons discussed below, demurrer to the amended complaint is thus sustained with leave to amend within 30 days. The motion to strike is moot.

Appearances of first chair trial attorneys, as instructed by the court on June 2, 2026, are required. Appearance by Zoom Videoconference is optional and does not require the filing of Judicial Council form RA-010, Notice of Remote Appearance. (See [Remote Appearance \(Zoom\) Information | Superior Court of California | County of Santa Barbara](#).)

Background:

On August 22, 2020, plaintiff entered into a warranty contract with defendant American Honda Motor Company, Inc. for a 2020 Honda Accord. Plaintiff alleges Honda's computerized driver-assisting safety system, referred to as Honda Sensing, was defective, causing it to malfunction dangerously while the vehicles are driven. Plaintiff alleges causes of action for: (1) failure to replace the vehicle or make restitution (Civ. Code, § 1793.2, subd. (d)); (2) failure to conform vehicle within 30 days (Civ. Code, § 1793.2, subd. (b)); (3) failure to make available to its authorized service facility sufficient literature and parts to effect repairs during the express warranty period (Civ. Code, § 1793.2, subd. (a)(3)); (4) breach of the implied warranty of merchantability; and (5) fraudulent inducement-concealment.

On October 7, 2025, the court sustained defendant's demurrer to the complaint with leave to amend, and directed plaintiff to "file a "redlined" version of the amended complaint identifying all additions and deletions of material as an appendix to the amended complaint." (See October 7, 2025 Minute Order.) On October 27, 2025, plaintiff filed an amended complaint. A redlined version was not attached. On November 20, 2025, defendant filed a demurrer and motion to strike the amended complaint, setting the hearing for January 13, 2026.

On or about January 7, 2026, the court posted a tentative stating in relevant part: "On October 27, 2025, plaintiff submitted the first amended complaint but did not include a redlined version. The court now orders plaintiff to submit a redlined version by February 2, 2026." The hearing was reset to March 10, 2026. The redline version was not submitted and the court reset the hearing to May 26, 2026, stating "Plaintiff is reminded of the direction to file a "redlined" version of the amended complaint identifying all additions and deletions of material as an appendix to the amended complaint. That redlined version is to be filed by 04/28/2026." (Notice of Resetting Hearing dated 3/3/26.) It was not submitted. At the May 26, 2026, hearing, the court ordered: "Plaintiff's counsel shall file a red-lined version of the amended complaint." (See May 26, 2026 Minute Order.) The redlined version was finally submitted on June 9, 2026. The court reminds the parties that Code of Civil Procedure section 177.5 authorizes a judicial officer to impose monetary sanctions up to \$1,500 for violations of lawful court orders.

On Calendar:

1. Defendant's Demurrer
2. Defendant's Motion: Strike
3. Defendant's Motion: Compel Further Responses to Form Interrogatories
4. Defendant's Motion: Compel Further Responses to Requests for Admissions

5. Defendant's Motion: Compel Further Responses to Requests for Production
6. Defendant's Motion: Compel Further Responses to Special Interrogatories
7. Hearing: re Informal Discovery Conference
8. Case Management Conference

The court heard the discovery motions on June 2, 2026, scheduled this informal discovery conference, and ordered appearances by first chair trial attorneys.

The court is aware that plaintiff's counsel has filed a motion to be relieved as counsel, set for hearing on September 1, 2026. All appearances are expected.

The court will announce a tentative ruling as to the amended complaint in this ruling. All other motions, as well as the case management conference, will be handled in courtroom.

Demurrer:

Defendant once again demurs to the fifth cause of action for fraudulent inducement-concealment on the basis that it is inadequately pled. The court sustained the demurrer to the original complaint in part on the basis that the transactional relationship was inadequately pled, noting that *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828 was the leading case on this issue. The *Dhital* court expressly found the allegations in the operative pleading were sufficient to withstand demurrer for purposes of establishing a transactional relationship, and thus a duty to disclose for fraudulent inducement/concealment, because plaintiff alleged, inter alia, that "Nissan's authorized dealerships are agents for purposes of the sale of Nissan vehicles to consumers." (*Dhital*, *supra*, at p. 844, emphasis added.) It is not difficult to surmise why *Dhital* required the specific allegation about the sale of vehicles, for it is a sale transaction (not general repair work) that establishes through agency the critical duty of disclosure to support a fraudulent inducement/concealment cause of action.

The FAC adds the following allegations:

8. Plaintiff purchased the Vehicle from Defendant HONDA's authorized retail dealership Rocket Town Honda.

9. Defendant HONDA's authorized retail dealerships, including Rocket Town Honda, convey information from HONDA to prospective purchasers (including Plaintiff), using methods that HONDA directs such as marketing brochures and floor displays.

10. Prior to purchase, Plaintiff reviewed Defendant HONDA's marketing and advertising materials, viewed HONDA's vehicle-specific window sticker, and took the Vehicle for a test drive. But at no point prior to purchase was Plaintiff advised the Vehicle and its computerized driver-assist sensing systems were defective

(See Lister Decl., Exh. A; and Amended Complaint.)

General agency allegations, such as an allegation that the dealership was "Honda's authorized dealership" are insufficient to establish the duty of disclosure. The court hews closely to *Dhital's* pleading standards for good reason. A number of federal district courts

have cast doubt on *Dhital's* agency determination, finding its agency analysis too “cursory” or “unpersuasive.” While this court has declined to follow the federal court challenges (because *Dhital* is binding), it is nevertheless true that the California Supreme Court recently observed that California courts generally apply the same specificity standard as is required for fraudulent misrepresentations when evaluating “the factual underpinnings of a fraudulent concealment claim at the pleading stage.” (*Rattagan, supra*, 17 Cal.5th at p. 43.) To insulate the pleading, the court (and plaintiff) must follow *Dhital* closely. An allegation that the vehicle was purchased from an “authorized dealership” requires the court to infer that the dealership was authorized by the manufacturer for retail sale of its produce. Under *Rattagan*, the fact must be expressly pled (as it was in *Dhital*).

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