Cal Grove Harvest, Inc. v. General Motors, LLC 22CV04458
Hearing Date: Feb. 10, 2026
Summary Judgment – Adjudication

PROPOSED TENTATIVE

The court has previously described the parties and nature of the lawsuit in earlier orders. Most recently, in an order dated April 22, 2025, the court granted plaintiff Cal Grove Harvest, Inc.'s (plaintiff's) motion for leave to file a first amended complaint (FAC), over defendant General Motors, LLC's (defendant's) objection. The FAC was deemed filed as of April 22, 2026. ***The clerk is directed to separate the FAC from the motion and file it separately (with a date of April 22, 2025).*** On June 25, 2025, the court signed the parties' stipulation that the notice of entry of default would be vacated, and defendant would file an answer. The court observes that no answer has been filed (or at least it is not present in the electronic register of action). ***Defendant is directed to file an answer if one has not been filed.***

On calendar is defendant's summary judgment/adjudication motion to the three causes of action in the FAC: the first based on breach of express warranty pursuant to Commercial Code section 2313; the second based on a violation of the Magnusson-Moss Warranty Act, pursuant to title 15 U.S.C. section 2310, subdivision (d)(1)(A); and the third based on a violation of the Consumers Legal Remedies Act per Civil Code section 1750, et seq. Defendant claims, collectively via summary judgment and as to each cause of action individually via summary adjudication, that there are no disputed issues of material fact because: 1) as to the first cause of action, defendant was not the seller of the vehicle at issue (and thus no privity can be shown); 2) as to the second cause of action, as there is no viable state law cause of action for breach of warranty, there can be basis for a cause of action under the Magnusson-Moss Warranty Act; and 3) as to the third cause of action, plaintiff cannot establish a transactional relationship between the parties in order to establish a duty of disclosure. Plaintiff claims in opposition that there are disputed issues of material fact as to each of the three causes of action, and asks the court to deny the motion for summary judgment/adjudication. Defendant filed a reply on January 20, 2026. All briefing has been reviewed.

The court will discuss some preliminary concerns with the separate statements as submitted by both parties; examine plaintiff's evidentiary objections to defendant's evidentiary proffer; detail the legal background for each cause of action; and ultimately address the merits of defendant's challenges. The court will conclude with a summary of its determinations.

1) Separate Statement Problems

Defendant claims it is advancing a summary judgment motion as to all three causes of action, and in the alternative a summary adjudication challenge to each cause of action

separately. Defendant's separate statement, however, simply lists nine (9) issues of alleged undisputed fact in serial fashion, claiming perfunctorily that all nine are relevant to all three causes of action. Defendant, notably with regard to summary adjudication, has failed to comply with the format requirements for a separate statement pursuant to California Rules of Court, rule 3.1350(h), which requires the moving party in the separate statement to delineate individual issue statements as to each cause of action. Plaintiff's separate statement is also no model to follow. It details five (5) issues of disputed fact, ignoring the formatting rules pursuant to California Rules of Court, rule 3.1350(f) and (h).

The court will excuse noncompliance with the California Rules of Court formatting issues, but puts counsel on notice that any future endeavors should comply with these rules. They exist for a reason.

2) Plaintiff's Evidentiary Objections

Plaintiff advances four (4) evidentiary objections to defendant's evidentiary proffer, with all objections made to the declaration of Bryan Jensen. Initially, defendant challenges Mr. Jensen's statement, based on review of Exhibit B, that "Ken Garff Chevrolet of American Park, Utah, delivered the Silverado to its original owner(s) on June 16, 2018, with 4 miles on its odometer." The statement actually challenged is not hearsay – it is not an out-of-court statement introduced for its truth (it is an interpretation of what occurred as a result of the transaction at issue in Exhibit B.)[1] Defendant claims Exhibit B is not authenticated, but overlooks the fact the document seems to be self-authenticating pursuant to Evidence Code section 1421, as it refers to or states matters that are likely to be known to anyone other than the person or entity claimed to be the authority of the writing. The document comes from the Global Warranty website managed by defendant, and there is no claim that this website is unreliable (indeed, Mr. Jensen claims he has personal knowledge of the information and can testify to it). There is no indication that Mr. Jensen misstates the contents of Exhibit B. In any event, plaintiff cannot be surprised or object to the statement, for in the operative pleading plaintiff claims (or at least acknowledges) the vehicle at issue was preowned when purchased it on August 27, 2019. Finally, and perhaps ultimately, the objection is simply not material to the summary judgment/adjudication motion, and is denied for that reason as well. (*Reid v. Google* (2010) 50 Cal.4th 512, 532 [the parties and the court should focus on evidentiary objections that really count].)

[1] To the extent plaintiff can be seen as objecting to the hearsay statement in Exhibit B (i.e., to the effect that the car at issue was delivered to the original owner on June 16, 2018) the statements seems admissible under the business records exception, as the documents seems to be made in the regular course of business, at or near the time of the event, and created through sources of information and method of preparation reflecting is trustworthiness. (Evid. Code, § 1271.)

Plaintiff's Objection No. 2 is confusing. Plaintiff claims Mr. Jenson's declaration in paragraphs 7 and 8 of the declaration provides as follows: "In connection with that delivery to the Colorado's original owner, GM issued a New Vehicle Limited Warranty with bumper-to-bumper coverage for the earlier of 36,000 miles and powertrain coverage for the earlier of 60 months or 60,000 miles." Plaintiff also cites to Exhibits C and D (the former is the 2018 Limited Warranty and Owner Assistance Information, while the latter is defendant's "View Vehicle Summary" report for the Silverado in question). The court cannot find this statement in Mr. Jensen's declaration or in Exhibits C and D. In any event, even if the statement as offered is there, it mirrors plaintiff's allegations in paragraph 8 of the FAC. It is settled that allegations in a plaintiff's complaint constitute "judicial admissions," and are conclusive concessions about the truth of the matter, with the effect of removing it as an issue. (*Shirvanyan v. Los Angeles College Dist.* (2020) 59 Cal.App.5th 82,100.) The court overrules plaintiff's evidentiary challenge to evidence involving a very concession plaintiff made in the FAC.

As for Objection No. 3, plaintiff challenges Mr. Jensen's statement in paragraph 7 that the warranty in Exhibit C (referenced above) was "issued for the Silverado when the Silverado was delivered to its original owners (s) in June 2018." The court overrules the objections based on hearsay and authentication, for the same reasons discussed above. There is no indication the statement is factually incorrect.

As for Objection No. 4, plaintiff challenges the following statement in paragraph 8 of Mr. Jensen's declaration: Exhibit D "indicates GM did not issue or provide any new or additional warranty coverage concerning the Silverado when Plaintiff bought it in August 2019, This is not hearsay, but Mr. Jensen's interpretation of the evidence presented, which the court admits because it is helpful to the court in resolving the issues. Exhibit D is admissible because it is self-authenticating and admissible under the business records exception to the hearsay rule, discussed above.

The court overrules all four (4) evidentiary objections.

3) Merits

The court will examine each cause of action separately, looking to the legal standards and then applying those standards to determine whether material issues of disputed fact exist.

A) First Cause of Action – Commercial Code section 2313

Commercial Code section 2313 provides in part: "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

good shall conform to the description. [¶] . . . [¶] (2) It is not necessary to the creation of an express warranty that the seller use formal words such as 'warrant' or 'guarantee' or that he have a specific intention to make a warranty...." Thus, under section 2313, an express warranty is made when a seller of consumer goods makes an affirmation of fact or description about a product to a buyer, and the statement becomes "part of the basis of the bargain." (§ 2313, subd. (1)(a), (b).) "The Commercial Codes' express warranty provisions are limited to warranties given by the seller directly to the buyer." (*Ballesteros v. Ford Motor Co.* (2025) 109 Cal.app.5th 1196, 1216.) To prevail on a breach of express warranty claim under Commercial Code section 2313, a plaintiff must prove: "(1) the seller's statements constitute an affirmation of fact or promise or a description of the goods; (2) the statement was part of the basis of the bargain; and (3) the warranty was breached." (*Weinstat v. Dentsply Internat., Inc.* (2010) 180 Cal.App.4th 1213, 1227; see *Davood v. Mercedes-Benz USA LLC* (C.D. Cal., Nov. 5, 2025, No. 2:25-CV-03756-SVW-PVC) 2025 WL 3190641, at *5.) When there is no privity of contract, California law requires a showing that a plaintiff relied on an alleged warranty. (*Duvall v. Haier US Appliance Solutions, Inc.* (N.D. Cal., Oct. 27, 2025, No. 25-CV-02794-JSC) 2025 WL 3014040, at *3, citing *Asghari v. Volkswagen Grp. of Am., Inc.*, 42 F.Supp.3d 1306, 1334 (C.D. Cal. 2013); *Wilson v. Hyundai Motor America* (C.D. Cal., Mar. 14, 2023, No. 822CV00771JLSJDE) 2023 WL 3025376, at *10 [W]hen the parties are not in privity, California law requires a showing that a plaintiff relied on an alleged warranty"]; *Cho v. Hyundai Motor Company, Ltd.* (C.D. Cal. 2022) 636 F.Supp.3d 1149, 1164 [same]; *Pelayo v. Hyundai Motor America, Inc.* (C.D. Cal., Mar. 2, 2022, No. 820CV01503JLSADS) 2022 WL 2200414, at *11[same]; *Nickerson v. Goodyear Tire and Rubber Corp.* (C.D. Cal., June 3, 2020, No. 820CV00060JLSJDE) 2020 WL 4937561, at *5 [same]; *McCarthy v. Toyota Motor Corporation* (C.D. Cal., Sept. 14, 2018, No. 8:18-CV-00201-JLS-KES) 2018 WL 6318841, at *7 [same].) Of course, the statements at issue must be specific and measurable, and must be determined either on reliance or the basis of the bargain. (*In re Nexus 6P Products Liability Litigation* (N.D. Cal. 2018) 293 F.Supp.3d 888, 936; see *Watkins v. MGA Entertainment, Inc.* (N.D. Cal. 2021) 574 F.Supp.3d 747, 756-757.)[2]

[2] To be clear, as noted in *Watkins v. MGA Entertainment, Inc.*, the California Supreme Court in *Hauter v. Zogards* (1975) 14 Cal.3d 104, acknowledged a sea change in the law of express warranties between pre- and post-adoption of the Uniform Commercial Code. The nature of this change, opined *Watkins,* emphasizes a basis of the bargain rationale or reliance on the warranty for purposes of the Commercial Code. As the *Watkins'* court observed: "No consensus on the question has emerged." "Most decisions hold that the basis- of-the bargain requirement has one of three effects: (1) eliminating the reliance requirement; (2) keeping the reliance requirement but shifting the burden to defendant to show that the bargain did not rest at all on the representations; or (3) ***changing the role of reliance where the parties are in privity, but maintain the reliance requirement where the parties are not in privacy***. (*Watkins, supra,* at p.p. 762-763.) The court need not determine what rule actually applies here when no privity exists (i.e., reliance on the warranty or the warranty as the basis of the bargain). It is enough to say for our immediate purposes that plaintiff is not precluded from advancing an express warranty under the Commercial Code even though he or she is not in privity with the manufacturer.

Under this authority, defendant seems incorrect in claiming that privity is the *sine qua non* of a Commercial Code section 2313 express warranty cause of action. As noted above, there is substantial case law (not addressed by defendant) that suggests those who are not in privity with a manufacturer may still advance a Commercial Code section 2313 cause of action if they can demonstrate they relied on the alleged warranty is reliance on the warranty (or in the alternative the express warranty was made part of the basis of the bargain). Plaintiff would have to show in its case-in-chief that it relied on the express warrant or that the advertising and product information formed the basis of the bargain. (See, e.g., *Asghari, supra*, at p. 1335.)

As noted in *Alves v. Mercedes-Benz USA, LLC* (C.D. Cal., Apr. 9, 2024, No. CV 23-3049-MWF (RAOX)) 2024 WL 4406813, at *4, plaintiff advanced a claim for violation of express warranty under Commercial Code section 2313. Defendant suggested the "the lack of privity bars the entirety of Plaintiff's claim." The court disagreed. "It is true that older California cases have held that privity of contract is required in an action for breach of either express or implied warranty and that there is no privity between the original seller and a subsequent purchaser who is in no way a party to the original sale.' [Citation omitted]. But since adopting the UCC, ***California no longer requires privity for a breach of express warranty claim***. *See Rojas v. Bosch Solar Energy Corp.*, 386 F. Supp. 3d 1116, 1124 (N.D. Cal. 2019) (noting that, after California adopted the UCC, it "is possible to state a claim for breach of express warranty absent privity or actual reliance on the warranty"); *see also Weinstat v. Dentsply Int'l., Inc.*, supra, 180 Cal. App. 4th 1213 [] [noting that section 2313 "creates a presumption that the seller's affirmations go to the basis of the bargain"). As such, it would be inappropriate to enter judgment on this basis." *The same is true here*.[3] Defendant has not addressed these issues in its separate statement, and nothing therein remotely indicates that plaintiff does not have (or cannot obtain) evidence to advance such a claim, which is defendant's burden on summary judgment/adjudication. (See *Coelho v. Hyundai Motor America* (N.D. Cal., May 31, 2023, No. 22-CV-07670-BLF) 2023 WL 3763812, at *5 [when defendant fails to argue any other basis for dismissal of a claim under Commercial Code § 2313 other than lack of privity between manufacturer and plaintiff , and because such allegations of privity are not required to state a claim for breach of express warranty under California's Commercial Code, a motion to dismiss is

[3] Nothing in *Ballesteros*, relied upon by defendant, actually addresses the wealth of case law cited in this order to the effect that privity is not always required in order to state a cause of action for violation of an express warranty without privity under Commercial Code section 2313. In fact, *Ballesteros* acknowledge that in some situations a buyer may sue a third-party manufacturer for breach of an express warranty in the absence of privity. This court is simply not willing to apply *Ballesteros*'s statements about privity, which are unadorned and unnuanced, when the appellate court failed to address the wealth of case law outlined in this order to the effect that either a "basis of the bargain" or "reliance" can create statutory liability under Commercial Code section 2313 for manufacturer when privity is absent. It is axiomatic that a case does not stand for a proposition not considered. For this reason, in the court's view *Ballesteros* stands for the proposition that privity is generally required, but not always.

inappropriate].)

For these reasons, the court denies summary judgment/adjudication at to the first cause of action.

B) Second Cause of Action for violation of the Magnusson Moss Consumer Warranty Act (15 U.S.C. § 2301, et seq.)

Under the Magnusson-Moss Warranty Act, a plaintiff's claim stands or falls with their express warranty claim under state law. Accordingly, the court's disposition of the state law warranty claims determines the disposition of this cause of action. (*Colbert v. Hyundai Motor America* (C.D. Cal., Dec. 8, 2022, No. 2:22-CV-07276-AB-MAR) 2022 WL 18397634, at *3; see also *Daughtery v. American Honda Motor* (2006) 144 Cal.App.4th 824, 833 [failure to state a warranty claim under state law necessarily constitutes a failure to state a claim under Magnusson-Moss].) Defendant's argument is simple – because plaintiff failed to state an express warranty claim with regard to the first cause of action, it cannot state a cause of action here. As noted above, however, the court disagrees with defendant's premise – defendant has not precluded the possibility that plaintiff can state an express warranty claim as discussed above. It therefore follows that summary judgment/adjudication as to this cause of action also fails.

Accordingly, the court denies summary judgment/adjudication as to the second cause of action.

C) Third Cause of Action for Violation of the Consumer Legal Remedies Act (Civ. Code, § 1770, et seq.) (CLRA)

Defendant contends that there are no issues of material fact, and that summary judgment/adjudication is appropriate, because plaintiff cannot establish a transactional relationship between the parties. According to defendant, "the record is clear: Plaintiff purchased the used Silverado form Home Motors; [defendant] was not a party to the transaction, and Plaintiff does not allege that it otherwise interacted with GM before the purchasing the Silverado." (See Issues Nos. 2 and 3, which are undisputed by plaintiff.) "Accordingly, any alleged concealment by GM purportedly inducing Plaintiff to purchase the Silverado could not have arisen through 'direct dealings' between Plaintiff and GM, precluding any duty to disclose . . . . Under California law, there could not have been any actionable concealment by GM; accordingly, GM is entitled to summary judgment, or in the alternative, for summary adjudication . . . ."

The CLRA makes unlawful, per Civil Code section 1770, subdivision (a), various "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer." The CLRA proscribes 27 specific acts or practices that meet this requirement

(*Rubenstein v. The Gap, Inc.* (2017) 14 Cal.App.5th 870, 880–881), four of which are alleged here: (5) representing goods or services have characteristics that they do not have; (7) representing that goods are of a particular standing, quality or grade ; (9) advertising goods or service with the intent not to sell them as advertised; and (14) representing that a transaction confers or involves obligations that it does not have. Conduct that is likely to mislead a reasonable consumer violates the CLRA. (*Colgan v. Leatherman Tool Group, Inc.* (2006) 135 Cal.App.4th 663, 680.) The basis of this cause of action does not involve the sale of the car, but on the numerous times plaintiff presented the vehicle for repair. Each time the vehicle was returned, alleged plaintiff, plaintiff was told that the repairs were completed, and that vehicle was safe to drive. In each instance, however (according to plaintiff), defendant made a promise to repair, and on each occasion defendant had no intention of performing this promise. This appears to be a fraud-based claim, at least to the extent promises were allegedly made but with no intention to perform. Under the CLRA, a failure to disclose a fact constitutes actionable fraud in four circumstances: 1)when the defendant is the plaintiff's fiduciary; (2) when the defendant has exclusive knowledge of material facts not known or reasonably accessible to the plaintiff; (3) when the defendant actively conceals a material fact from the plaintiff; and (4) when the defendant makes partial representations that are misleading because other material facts have not been disclosed. (*Limandri v. Judkins* (1997) 52 Cal.App.4th 326, 226; *Bak v. Aston Martin Lagonda of N. Am., Inc.*, No. 2:25-CV-00093-MEMF-RAO, 2025 WL 3085616, at *8 (C.D. Cal. Sept. 22, 2025)

The court finds that the second, third and fourth factors enumerated above are implicated in this lawsuit. As a result, according to defendant, there can be no liability under the CLRA under any of these theories because there was no transactional relationship between defendant and plaintiff (i.e., because the vehicle was not purchased directly from the manufacturer).

Similar contentions have been ***expressly*** rejected by cases exploring the issue. In *Chamberlain v. Ford Motor Co.* (N.D. Cal. 2005) 369 F.Supp.2d 1138, for example, the court noted that the requirements for common law fraud based on nondisclosure[4] ***are not*** incorporated into the CLRA. (*Id.* at p. 1144.) *Chamberlain* in fact concluded there was no reason to reconsider its conclusion that "pure omissions are actionable under the CLRA and that Plaintiffs who purchased used cars have standing to bring CLR claims, ***despite the fact that they never entered into a transaction directly with Defendant.***" (*Ibid.*, emphasis added.)

[4] It is telling, for example, that defendant relies extensively on *Bigler-Engler v. Breg, Inc.* (2017) 7 Cal.App.5th 276, which concluded that a duty to disclose ***for common law fraud*** arises only where there is a sufficient relationship or transaction between the parties, and where no such relationship exists, no duty to disclose arises when the defendant speaks. (*Id.* at p. 312.) Common law fraud is not advanced in the FAC.

Chamberlin is not an outlier. Many other courts have come to the same conclusion, and a sampling is offered below:[5]

- "[Defendant manufacturer] also argues that [plaintiffs] have not established standing to bring suit under the CLRA because their vehicles were not purchased directly from MBUSA. However, a cause of action under the CLRA may be established independent of any contractual relationship between the parties.' [Citations.] For this reason, plaintiffs who purchased used cars, or who purchased cars from dealerships rather than directly from the manufacturer have standing to bring CLRA claims against manufacturers, even though they never entered into transactions directly with the manufacturers. (*Seifi v. Mercedes-Benz USA, LLC*, No. C12-5493 TEH, 2013 WL 2285339, at *7 (N.D. Cal. May 23, 2013)
- "For this reason, plaintiffs who purchased used cars, or who purchased cars from dealerships rather than directly from the manufacturer have standing to bring CLRA claims against manufacturers, even though they never entered into transactions directly with the manufacturers.," citing *Chamberlin* . (*Hamm v. Mercedes-Benz USA, LLC*, No. 5:16-CV-03370-EJD, 2019 WL 4751911, at *5 (N.D. Cal. Sept. 30, 2019) [the fact plaintiff and defendant manufacturer did not have a transactional relationship is not fatal to plaintiff's claim under the CLRA].)
- *Lou v. Am. Honda Motor Co., Inc.*, No. 16-CV-04384-JST, 2022 WL 18539358, at *3 (N.D. Cal. Aug. 26, 2022) [same]
- *Carrillo v. BMW of N. Am., LLC*, No. CV198702DSFGJSX, 2020 WL 12028896, at *4 (C.D. Cal. June 8, 2020) [having reviewed the statute and relevant case law cited by plaintiff, the court is persuaded that a transactional relationship is not necessary to state a claim under the CLRA].)
- *Reniger v. Hyundai Motor Am.*, 122 F. Supp. 3d 888, 899 (N.D. Cal. 2015) ["However, as numerous cases have noted, the CLRA is to be interpreted broadly, and 'a cause of action under the CLRA may be established independent of any contractual relationship between the parties," citing *Chamberlin , supra,* "While Hyundai's argument is not without support, *see Cirulli*, 2009 WL 4288367, at *4, "the weight of persuasive authority falls heavily against the position [Hyundai]

[5] The court acknowledges there is contrary authority. (See, e.g., *Davis v. HP, Inc.*, No. 4:23-CV-2114-YGR, 2024 WL 6822009, at *5 (N.D. Cal. July 9, 2024) [plaintiffs have alleged no such transactional relationship between themselves and defendant, the only transaction was between plaintiffs and the retailers from whom they purchased the Omen laptops. Therefore, even taking plaintiffs' allegations as to defendant's knowledge and partial representation as entirely true, plaintiffs still have failed to allege that defendant had a duty to disclose any defects in the Omen laptops such that its omission of those defects constituted an actionable omission under the CLRA, FAL, or the fraudulent prong of the UCL].) The overwhelming majority of opinion, however, supports the proposition that a transactional relationship is ***not*** required under the CLRA, as indicated in this order.

takes here...." *See Gray v. BMW of N. Am., LLC,* No. 13–cv–3417–WJM–MF, 2014 WL 4723161, at *4 (D.N.J. Sept. 23, 2014) (collecting sources)."

- *Antonyan v. Ford Motor Co.*, No. CV210945DMGRAOX, 2022 WL 1299964, at *5 (C.D. Cal. Mar. 30, 2022) ["Ford's argument that the CLRA claim also fails for lack of a direct transaction between it and Antonyan, however, is unavailing. "[T]he CLRA does not require a direct transaction between plaintiffs and defendants." *Johnson v. Nissan N. Am., Inc.*, 272 F. Supp. 3d 1168, 1183 (N.D. Cal. 2017); *see also McAdams v. Monier, Inc.*, 182 Cal. App. 4th 174, 186 (2010) ("[A] cause of action under the CLRA may be established independent of any contractual relationship between the parties"].)
- *Peckerar v. Gen. Motors, LLC,* No. EDCV182153DMGSP, 2019 WL 6825757, at *3, fn. 8 (C.D. Cal. July 24, 2019) ["To the extent Defendant argues that Plaintiffs cannot bring a CLRA claim against Defendant because Plaintiffs allege they bought their Suburban from a non-party dealership, rather than directly from Defendant, that argument is unpersuasive. *Jonson v. Nissan N. Am, Inc.*, 272 F. Supp. 3d 1168, 1183–84 (N.D. Cal. 2017) ("[T]he CLRA does not require a direct transaction between plaintiffs and defendants."); *McAdams v. Monier, Inc.*, 182 Cal. App. 4th 174, 186 (2010) ("[A] cause of action under the CLRA may be established independent of any contractual relationship between the parties].)
- *Callaway v. Mercedes-Benz USA, LLC,* No. SACV1402011JVSDFMX, 2016 WL 11756827, at *7 (C.D. Cal. May 12, 2016) ["Unlike with common law fraud, the plaintiff does not need to show that there was a "transaction" between the plaintiff and defendant to establish a duty to disclose under the CLRA"].)

Defendant does not address any of this authority in its motion, which directly undercuts it claim.

The court denies summary judgment/adjudication of the third cause action.

4) Summary

The court overrules all of plaintiff's evidentiary objections

The court denies defendant's summary judgment/adjudication motion as to all three causes of action. Defendant is directed to submit a proposed order for signature.

The parties are directed to appear at the hearing either in person or by Zoom.