

# Tentative Rulings for June 24, 2026 Department 4

**To request oral argument, you must notify Judicial Secretary  
Molly Frabotta at (760) 904-5722  
and inform all other counsel no later than 4:30 p.m.**

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at [Riverside Superior Court-Tentative Rulings](#). If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department 4 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

For information and instructions on remote appearances via **ZOOM**, visit the court's website at [Riverside Superior Court-Remote Appearances](#)

You may also make a Telephonic Appearance: On the day of the hearing, call into one of the below listed phone numbers, and input the meeting number (followed by #):

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252,  
1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: **160 533 0910**

Please **MUTE** your phone until your case is called and it is your turn to speak. It is important to note that you must call fifteen (15) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

**Riverside Superior Court provides official court reporters for hearings on law and motion matters only for litigants who have been granted fee waivers and only upon their timely request. (See General Administrative Order No. 2021-19-1) Other parties desiring a record of the hearing must retain a reporter pro tempore.**

1.

CASE #	CASE NAME	HEARING NAME
CVRI2403335	BARRAGAN VS BMW OF NORTH AMERICA, LLC	MOTION FOR SUMMARY JUDGMENT OR IN THE ALTERNATIVE SUMMARY ADJUDICATION

**Tentative Ruling:**

DENY the Motion for Summary Judgment/Summary Adjudication

BMW now moves for Summary Judgment/Summary Adjudication on this Song-Beverly Act case, arguing that Plaintiff purchased a Certified Pre-Owned (CPO) BMW, and thus Plaintiff cannot pursue a Song-Beverly action because the CPO Warranty that came with the car was not a manufacturer's new car warranty issued with the sale. The vehicle has a balance remaining on the subject vehicle's original new car warranty of 4 years or 50,000 miles. At the time the vehicle was sold to the Plaintiff, BMW issued a new CPO Warranty for 60 months and 999,999 miles.

The court denies the MSJ/MSA because Plaintiff has created a triable issue of material fact as to whether the CPO Warranty provided a *new express warranty* to Plaintiff when he purchased the vehicle. Under *Rodriguez v. FCA US, LLC* (2024) 17 Cal.5th 189, the California Supreme Court held that "a motor vehicle purchased with an unexpired manufacturer's new car warranty does not qualify as 'a motor vehicle sold with a manufacturer's new car warranty' under section 1793.22(e)(2)'s definition of 'new motor vehicle' unless the new car warranty was issued with the sale." (Id. at 196.) Here, regardless of the balance on the original warranty, BMW issued a new, separate CPO Warranty with additional terms. There is a dispute of material fact as to whether the CPO Warranty provided a new express warranty. BMW's motion is denied as to the first and third causes of action.

As to the second cause of action for Breach of Implied Warranty, BMW argues that under *Rodriguez*, only distributors or sellers of used goods are liable under Civil Code § 1795.5. BMW is a manufacturer of new goods, not a distributor or seller of used goods. However, *Rodriguez* states, "...for new products, liability extends to the manufacturer; for used products, liability extends to the distributor or retail seller and not the manufacturer, at least where the manufacturer **has not issued a new warranty** or played a substantial role in the sale of a used good." (Id. at 202, emphasis added.) There is a triable issue of material fact as to whether the CPO Warranty provided a new express warranty to Plaintiff when he purchased the vehicle. The motion is Denied as to the second cause of action.

2.

CASE #	CASE NAME	HEARING NAME
CVRI2504126	CARONNA VS CALIFORNIA BAPTIST UNIVERSITY	DEMURRER ON 3RD AMENDED COMPLAINT

**Tentative Ruling:**

SUSTAIN the demurrer with 30 days leave to amend. This will be Plaintiffs final opportunity to correct the pleadings.

**Statute of Limitations.**

All of Plaintiff’s claims are based on negligence. A two-year statute of limitations applies to negligence claims. (CCP § 339(1).) Plaintiff filed suit outside of the two-year period, however, Plaintiff has pled that she pursued internal complaints and remedies through Defendant’s administrative processes. The statute of limitations may be subject to equitable tolling, but Plaintiff here fails to plead facts demonstrating equitable tolling. Sustain the demurrer with leave.

**Negligence**

Plaintiff pleads no facts demonstrating that Defendant owed a duty to her—other than there was a “student-university relationship.” While there is a special relationship between a college and its students, that relationship is limited “to protect students from foreseeable violence during curricular activities.” (*Regents of the University of California v. Superior Court* (2018) 4 Cal.5<sup>th</sup> 607, at 634.) There is no duty to protect students from harm of a nonphysical nature. (*Thomas v. Regents of the University of California* (2023) 97 Cal.App.5<sup>th</sup> 587, 627.) Plaintiff cites to no authority indicating Defendant owes a duty of care to her. Sustain the demurrer.

**Negligent Infliction of Emotional Distress**

Once again, Plaintiff fails to plead any facts showing that Defendant had a duty to her. Sustain the demurrer.

**Negligent Supervision and Retention**

Liability for this cause of action has to be based on the facts that the employer knew or should have known about the employee that caused the harm. Here, Plaintiff fails to plead any facts that Defendant knew or should have known of the abusive conduct. Sustain the demurrer.

**Negligent Misrepresentation**

Plaintiff fails to plead any facts with the required specificity. A Plaintiff must allege what was said, by whom, and in what manner (i.e. oral or in writing), and when it was said. In addition, Plaintiff does not plead past existing facts. “[A]n actionable misrepresentation

must be made about past or existing facts; statements regarding future events are merely deemed opinions.” (*Neu-Visions Sports, Inc. v. Soren/McAdam/Bartells* (2000) 44 Cal.App.4<sup>th</sup> 303, 309-310.) The statement that Plaintiff “met the qualifications necessary to succeed” is a statement of the future, which is merely an opinion, and not an actionable misrepresentation. Sustain the demurrer.

**3.**

<b>CASE #</b>	<b>CASE NAME</b>	<b>HEARING NAME</b>
CVRI2504126	CARONNA VS CALIFORNIA BAPTIST UNIVERSITY	MOTION TO STRIKE 3RD AMENDED COMPLAINT

**Tentative Ruling:**

DENY as moot.

The court has sustained Defendant’s demurrer in its entirety, rendering the motion to strike as moot.

**4.**

<b>CASE #</b>	<b>CASE NAME</b>	<b>HEARING NAME</b>
CVRI2505820	REESE VS JAMES	MOTION TO APPOINT APPRAISER TO DETERMINE FAIR MARKET VALUE UNDER PARTITION OF REAL PROPERTY ACT

**Tentative Ruling:**

GRANT