

1. **23CV00595 ALICE MACMULLEN, BY AND THROUGH HER SUCCESSOR IN INTEREST, KELLY SPASBO ET AL V. THE INN OPERATIONS, LP ET AL**

*EVENT: Plaintiffs' Motion to Compel Defendant The Inn Operations, LP dba The Inn at The Terraces to Produce Certain Employees Form the Inn Operations, LP dba The Inn at The Terraces for Deposition and Production of Documents*

Pursuant to the Stipulation Re Plaintiffs' Motion to Compel Defendant The Inn Operations, LP dba The Inn At The Terraces to Produce Certain Employees From The Inn Operations, LP dba The Inn At The Terraces for Deposition and Production of Documents at Deposition, filed on Jly 23, 2025, the Motion is unopposed and is granted. Plaintiff having withdrawn their request for sanctions, no sanctions are awarded. Counsel for the Plaintiffs shall submit a form of order within two weeks.

2. **25CV00675 KRULDER, WILLIAM D V. GENERAL MOTORS, LLC**

*EVENT: Defendant General Motors LLC's Demurrer to Plaintiff's Complaint*

The Court notes that the Demurrer is unopposed and the failure to oppose a demurrer may be construed as having abandoned the claims. See Herzberg v. County of Plumas (2005) 133 Cal.App.4th 1, 20 ("Plaintiffs did not oppose the County's demurrer to this portion of their seventh cause of action and have submitted no argument on the issue in their briefs on appeal. Accordingly, we deem plaintiffs to have abandoned the issue."). However, while the Court may sustain the Demurrer in its entirety on the grounds that Plaintiff failed to file an opposition, the Court in its discretion has considered the merits of the Demurrer and rules as follows:

As discussed in Dhital v. Nissan North America, Inc. (2022) 84 Cal.App.5th 828, Plaintiff's fraudulent inducement claim alleges presale conduct by Defendant (concealment) that is distinct from Defendant's alleged subsequent conduct in breaching its warranty obligations. The Court finds that only the latter conduct requires the transactional relationship as discussed in Rattagan v. Uber Technologies, Inc. (2024) 17 Cal.5th 1. The Fifth Cause of Action for Fraudulent Inducement – Concealment has been sufficiently pled [see Complaint at Paragraphs 46-54], and the Demurrer is overruled on this basis.

In regard to the Economic Loss Rule however, the Court finds that the allegations in the Complaint demonstrate that the fraud claim is based solely on the warranty contract, and there are no allegations of physical injury or any property damages outside of the alleged defective vehicle itself. Thus, under Rattagan v. Uber Technologies, Inc. (2024) 17 Cal.5th 1, no duty independent of those set forth in the warranty contract exist to support Plaintiff's fraud claim. The Fifth Cause of Action for Fraudulent Inducement – Concealment is barred by the economic loss rule and the Demurrer is sustained.

The Court grants leave to amend. Any amended Complaint shall be filed and served within 14 days' notice of this Order. Counsel for the Defendant shall submit a form of order consistent with this ruling within two weeks.