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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 03 2025

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JUL 03 2025

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JERRY DAGRELLA, an individual,

Plaintiff,

v.

SAMSUNG ELECTRONICS AMERICA,
INC., a New York Corporation doing
business in the State of California; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CVCO2405948

Judge: Commissioner Tamara L. Wagner

**ORDER RE: PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT, OR IN THE
ALTERNATIVE, SUMMARY
ADJUDICATION OF ISSUES**

Hearing:

Date: June 30, 2025

Time: 8:30 a.m.

Dept. C1

The Motion for Summary Judgment (MSJ), or in the alternative, Summary Adjudication of Issues (MSA), filed by Plaintiff Jerry Dagrella ("Plaintiff") against Defendant Samsung Electronics America, Inc. ("SEA" or "Defendant"), came on for hearing on June 30, 2025, in Department C1 of this Court. Plaintiff appeared on his own behalf. Defendant SEA appeared by counsel, Greenberg Traurig, LLP.

The Court has reviewed Plaintiff's Motion, Defendant's Opposition, Plaintiff's Reply, the declarations and exhibits submitted by both parties, Plaintiff's Objections to the Declaration of Jennifer C. Cooper, and Defendant's Response to Plaintiff's Evidentiary Objections.

I. EVIDENTIARY OBJECTIONS

Before addressing the merits, the Court rules on the pertinent evidentiary objections:

1. Plaintiff's Objections to the Declaration of Jennifer C. Cooper and its

Exhibits: Plaintiff objects to Exhibits 1 (Limited Warranty), 2 (Photographs by Service Quick, Inc. ["SQ"]), 3 (Call/Text Logs), 4 (SQ Service Ticket), 5 (SEA-SQ Service Center Agreement), 6 (Delivery Service Order), and 8 (Screenshots by SQ technician) attached to the Cooper Declaration on the grounds that they are not properly authenticated by Ms. Cooper and constitute inadmissible hearsay. Ms. Cooper, as counsel for Defendant, generally lacks personal knowledge of the preparation, maintenance, and substantive truth of these documents, which primarily originate from Defendant SEA or third-party SQ. While an attorney can attest to the fact of production in discovery, such attestation does not, by itself, lay a sufficient foundation for the admission of the documents for the truth of the matters asserted therein, nor does it overcome hearsay objections without establishing a recognized exception. *See, e.g., Di-Cola v. White Bros. Performance Products, Inc.* (2008) 158 Cal.App.4th 666, 679. Defendant SEA argues, citing *Hooked Media Grp., Inc. v. Apple Inc.* (2020) 55 Cal.App.5th 323, that an attorney's declaration regarding documents produced in discovery can suffice for authentication. However, *Hooked Media* is distinguishable as it largely pertained to documents produced by the *opposing party*, where the act of production itself carries authenticating weight. Here, SEA attempts to authenticate its own records or those of a third party (SQ) central to its defense. Plaintiff's objections are SUSTAINED.

2. Defendant's Objections to Declarations of Jerry R. Dagrella and Antonio

2 **Hernandez:** Defendant lodges 47 pages of objections. Many are boilerplate. Defendant's
3 objection to Mr. Hernandez's expert testimony based on non-disclosure in an expert designation is
4 OVERRULED. As Plaintiff correctly notes, no trial date has been set, and no demand for
5 exchange of expert information has been made or expert designation deadline passed. The
6 objection to Mr. Hernandez's qualifications as an expert appliance technician with 14 years of
7 experience, including with Samsung products, is OVERRULED as lacking merit. Mr. Hernandez
8 appears qualified to opine on the matters stated. Defendant's objections to Mr. Dagrella's
9 testimony regarding his personal observations of the dryer's defect, his communications with
10 SEA, and the damages he incurred are OVERRULED. These are matters generally within his
11 personal knowledge as the plaintiff and owner of the product.

II. MOTION FOR SUMMARY JUDGMENT/ADJUDICATION

13 A party moving for summary judgment bears the burden of persuasion that there is no
14 triable issue of material fact and that it is entitled to judgment as a matter of law. *Aguilar v.*
15 *Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.

16 **A. First Cause of Action: Breach of Express Warranty** Plaintiff seeks summary
17 adjudication on this cause of action. Plaintiff alleges the Samsung gas dryer he purchased directly
18 from SEA was defective upon delivery and that SEA failed to honor its express warranty.

19 • **Plaintiff's Showing:** Plaintiff has provided his declaration stating he purchased the dryer,
20 it was delivered and installed by SEA, and it immediately exhibited a loud scraping noise.
21 He provides the expert declaration of Antonio Hernandez, who opines that the dryer
22 suffered from a 2-3mm drum misalignment, a manufacturing defect originating from
23 assembly, and not shipping or installation damage, as there was no external trauma.
24 Plaintiff also states he contacted SEA for warranty service, and coverage was ultimately
25 denied. This establishes a *prima facie* case of a defect covered by warranty and a
26 subsequent failure to honor the warranty.

27 • **Defendant's Opposition:** SEA argues Plaintiff has not shown the defect is covered by the
28 Limited Warranty, which excludes shipping/delivery/installation damage and cosmetic

1 damage. SEA also contends it was not given a reasonable opportunity to repair, as
2 Plaintiff filed suit quickly after only one service visit by SQ's technician, who reportedly
3 found "physical damage" to the dryer's frame, deeming it not covered.

4 • **Analysis:**

5 ○ **Existence of Defect Covered by Warranty:** Plaintiff's expert declaration of a
6 specific manufacturing defect (drum misalignment) is persuasive. SEA's counter-
7 assertion that its technician found "physical damage" (to the *frame*, not necessarily
8 the drum's alignment) is not supported by admissible evidence from a percipient
9 witness (e.g., the technician or an SEA representative with knowledge).

10 ○ **Opportunity to Repair/Cure:** Plaintiff argues, and this Court finds compellingly,
11 that SEA cannot claim it lacked an opportunity to repair if it, through its
12 representatives or authorized service center, denied warranty coverage. According
13 to Plaintiff's declaration, SEA representative Kingston informed him internal
14 damage was not covered under warranty and SEA would not replace the dryer.
15 SEA's own opposition acknowledges its determination that the internal damage
16 was not covered. An outright denial of coverage renders the "number of repair
17 attempts" argument moot for the purposes of determining if a breach occurred by
18 refusal to act. SEA's later offer to replace the dryer, made after litigation
19 commenced, does not retroactively cure an initial wrongful denial of warranty
20 obligations.

21 Based on the admissible evidence presented, Plaintiff has met his burden to show there is
22 no triable issue of material fact that the dryer contained a manufacturing defect covered by the
23 express warranty and that SEA failed to honor this warranty by denying coverage. SEA has failed
24 to produce admissible evidence creating a triable issue of fact on these points.

25 **RULING on First Cause of Action: Plaintiff's Motion for Summary Adjudication is**
26 **GRANTED.** Damages are limited to the cost of the dryer, \$959.83, as per the warranty's
27 limitation of remedies to repair, replacement, or refund.

B. Second Cause of Action: Violation of the Magnuson-Moss Warranty Act

(MMWA) Plaintiff seeks summary adjudication on this cause of action. The MMWA provides a federal cause of action for breaches of state law express and implied warranties.

- **Analysis:** As summary adjudication is granted on the state law breach of express warranty claim, and the MMWA claim is predicated on this breach, Plaintiff has established a violation of the MMWA. SEA's arguments regarding a lack of reasonable opportunity to cure under 15 U.S.C. § 2310(e) fail for the same reason as the state law "opportunity to repair" defense: an outright denial of coverage alleviates the warrantor of this defense.
- **RULING on Second Cause of Action: Plaintiff's Motion for Summary Adjudication is GRANTED.** Remedies under this act can include costs and attorney's fees, to be determined by subsequent motion if appropriate.

C. Third Cause of Action: Negligence Plaintiff seeks summary adjudication on his claim

that SEA's technician negligently damaged his floor during the service visit, requiring \$23,520.00 in repairs.

- **Plaintiff's Showing:** Plaintiff's declaration details the technician's actions and the subsequent discovery of floor damage. Mr. Hernandez's expert declaration opines that the floor damage was consistent with rough handling by the technician and that the technician's decision to dismantle the dryer in the confined laundry room deviated from industry standards.
- **Defendant's Opposition:** SEA's primary defense is that the technician was an employee of Service Quick, Inc. (SQ), an independent contractor, for whose negligence SEA is not liable. SEA relies on the Service Center Agreement (Exh. 5) to establish SQ's independent contractor status.
- **Analysis:**

- **Analysis:**

- **Independent Contractor Status:** As ruled above, the Service Center Agreement (Exh. 5) has not been properly admitted for the truth of its terms establishing an independent contractor relationship due to lack of foundational testimony from a custodian. Therefore, SEA has not, with admissible evidence, established that SQ

1 or its technician was an independent contractor.

2 ○ **Non-Delegable Duty:** Even if SEA could establish SQ's independent contractor
3 status, Plaintiff argues that the duty to perform warranty service under the Song-
4 Beverly Act is a non-delegable duty, making SEA liable for the technician's
5 negligence during such service. Plaintiff cites *Harold A. Newman Co. v. Nero*
6 (1973) 31 Cal.App.3d 490, 496. SEA argues *Bacoka v. Best Buy Stores, L.P.*
7 (2021) 71 Cal.App.5th 126 is controlling, but Plaintiff distinguishes *Bacoka* as
8 involving optional installation services, not mandatory warranty repairs.

9 ○ **Ostensible Agency:** Plaintiff also argues that SEA held the technician out as its
10 agent through Samsung-branded communications, potentially creating ostensible
11 agency.

12 Given that SEA has failed to introduce admissible evidence establishing the technician
13 was an independent contractor, its primary defense to the negligence claim is unsupported by the
14 record before the Court on this motion. Plaintiff, through his declaration and that of his expert,
15 has made a *prima facie* showing of negligence and causation. Without admissible evidence from
16 SEA to create a triable issue of fact as to the technician's status or to counter the claims of
17 negligence and causation, Plaintiff is entitled to summary adjudication. The Court finds Plaintiff's
18 argument distinguishing *Bacoka* and regarding the nature of mandatory warranty service
19 persuasive in this context, should the independent contractor status have been proven.

20 • **RULING on Third Cause of Action: Plaintiff's Motion for Summary Adjudication is
21 GRANTED.** Damages for the floor repair are awarded in the amount of \$23,520.00, as
22 supported by Plaintiff's declaration and the repair estimate (Exhibit B to Dagrella
23 Declaration).

24 **III. CONCLUSION AND ORDER**

25 Based on the foregoing:

26 1. Plaintiff's Motion for Summary Adjudication as to the First Cause of Action for Breach of
27 Express Warranty is **GRANTED**.

28 2. Plaintiff's Motion for Summary Adjudication as to the Second Cause of Action for

Violation of the Magnuson-Moss Warranty Act is **GRANTED**.

3. Plaintiff's Motion for Summary Adjudication as to the Third Cause of Action for Negligence is **GRANTED**.

4 Judgment is therefore entered in favor of Plaintiff Jerry Dagrella and against Defendant
5 Samsung Electronics America, Inc. in the total amount of **\$24,479.83** (representing \$959.83 for
6 the defective dryer plus \$23,520.00 for the floor damage).

7 Plaintiff is awarded costs of suit. The issue of attorney's fees under the Magnuson-Moss
8 Warranty Act may be addressed by a separate, timely-filed motion.

9 IT IS SO ORDERED.

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1 Dated: 6/30/23

By: J. J. H.
JUDGE OF THE SUPERIOR COURT
Frederick J. Horn