

COURT OF APPEALS OF UTAH

Tidwell v. Jensen

2026 UT App 13 (Utah Ct. App. 2026) · No. 20231081-CA · Decided January 29, 2026

SUMMARY

The Utah Court of Appeals reverses a judgment as a matter of law dismissing Richard Tidwell's fraud, negligent misrepresentation, and Utah Consumer Sales Practices Act claims arising from the sale of a rust-damaged Toyota Tacoma. The court holds that the contract's warranty disclaimers did not preclude, as a matter of law, a finding that Tidwell reasonably relied on the sellers' representations. It also concludes that the UCSPA does not require proof that the defendants knew their representations were false, and remands for a new trial.

CASE DETAILS

COURT	Court of Appeals of Utah
WRITING FOR THE COURT	John D. Luthy; Ryan D. Tenney; Amy J. Oliver
JURISDICTION	Utah Court of Appeals
DECIDED	January 29, 2026
DOCKET	20231081-CA
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Tidwell appealed after the district court granted Jensen and Toscano judgment as a matter of law at the close of Tidwell's evidence in a jury trial involving fraud, negligent misrepresentation, and Utah Consumer Sales Practices Act claims.
STANDARD OF REVIEW	Judgment as a matter of law is reviewed under the same standard imposed on the trial court: viewing all evidence in the light most favorable to the nonmoving party, judgment is proper only if there is no competent evidence supporting a verdict for that party.
PRECEDENTIAL VALUE	Published and precedential
PARTIES	Richard Tidwell v. Blake Jensen, Michael Toscano

TOPICS

- consumer protection
- fraud
- negligent misrepresentation
- standard of review
- appellate procedure

PRACTICE AREAS

torts

consumer protection

contracts

appellate procedure

QUESTIONS PRESENTED

1. Whether the truck's as-is and warranty-disclaimer provisions precluded, as a matter of law, Tidwell's reasonable reliance on alleged misrepresentations concerning the truck.
2. Whether the contract clearly and unequivocally disclaimed Tidwell's tort damages.
3. Whether the trial evidence was sufficient to support fraud and negligent misrepresentation claims and thereby preclude judgment as a matter of law.
4. Whether the 2017 Utah Consumer Sales Practices Act required proof that the suppliers knew or intended that their representations were false.
5. Whether Tidwell was entitled to attorney fees on appeal under the contract and Utah's reciprocal-fees statute.

HOLDINGS

1. The contract did not preclude, as a matter of law, a jury finding that Tidwell reasonably relied on Jensen's and Toscano's representations about the Tacoma.
2. Tidwell did not disclaim his ability to seek tort damages because neither the contract nor the incorporated Buyer's Guide clearly and unequivocally limited tort liability or tort damages.
3. Tidwell presented competent evidence from which a jury could find the elements of fraud and negligent misrepresentation, so judgment as a matter of law on those claims was improper.
4. The 2017 version of Utah Code section 13-11-4(2) required the supplier to make the indication knowingly or intentionally, but did not require proof that the supplier knew or intended the indicated characteristic, use, or benefit was false.
5. Tidwell was not entitled to attorney fees on appeal under the contract because his claims were distinct from and not based on enforcement of the contract.

KEY QUOTATIONS

"This evidence provided a basis for the jury to find that Tidwell reasonably relied—for tort purposes—on Jensen's and Toscano's representations notwithstanding his contractual disclaimer of warranties and his contractual acknowledgment that he was purchasing the truck as-is." (¶ 42)

"Therefore, Tidwell did not bargain away his ability to seek tort damages under the language of the Contract and Buyer's Guide, and to the extent the court determined that he did, it erred." (¶ 46)

"Because the supplier's knowledge or intent is, thus, grammatically disconnected from the actual condition of the item, a person bringing a claim under this provision need not prove that the supplier knew or intended the item to not have the characteristics, uses, or benefits indicated." (¶ 59)

FACTUAL BACKGROUND

A used-car dealership owned by Blake Jensen and represented by Michael Toscano purchased a 2004 Toyota Tacoma at auction and later sold it to Richard Tidwell for \$11,000. Before the sale, Tidwell repeatedly asked about the truck's frame, and Toscano and Jensen allegedly represented that it was in good condition, had passed inspection, and would perform well for hunting; Toscano also discouraged an independent inspection. Within weeks, an inspector found the frame severely rusted, cracked, and unsafe to drive, and Tidwell sought to rescind the purchase.

PROCEDURAL HISTORY

Tidwell sued Jensen and Toscano after purchasing a Toyota Tacoma with extensive rust damage. Following a three-day jury trial, the Third District Court granted defendants' rule 50 motion for judgment as a matter of law and dismissed the claims with prejudice. The Court of Appeals reversed and remanded for a new trial, while denying Tidwell's request for appellate attorney fees.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The district court must conduct a new trial on Tidwell's claims against Jensen and Toscano. The parties may argue the applicability of the economic loss rule, and Tidwell may again seek admission of the Toyota Case Activity Report with an adequate foundation.

CASES CITED

- *Montgomery v. Gardiner*, 2025 UT App 146, 579 P.3d 1083
- *Sheppard v. Geneva Rock*, 2021 UT 31, 493 P.3d 632
- *Robinson v. Tripco Investment, Inc.*, 2000 UT App 200, 21 P.3d 219
- *Richmond v. Bateman*, 2024 UT App 103, 554 P.3d 341
- *HealthBanc International, LLC v. Synergy Worldwide, Inc.*, 2018 UT 61, 435 P.3d 193
- *Interwest Construction v. Palmer*, 923 P.2d 1350 (Utah 1996)
- *Olguin v. Anderton*, 2019 UT 73, 456 P.3d 760
- *Moore v. Smith*, 2007 UT App 101, 158 P.3d 562
- *Bryner v. Cardon Outreach, LLC*, 2018 UT 52, 428 P.3d 1096
- *Cheney v. Hinton Burdick Hall & Spilker, PLLC*, 2015 UT App 242, 366 P.3d 1220