

CALIFORNIA COURT OF APPEAL, FIRST APPELLATE DISTRICT, DIVISION
THREE

Phillips v. Volvo Penta of the Americas, LLC

No. A170727 (Cal. Ct. App. May 6, 2026) · No. A170727 · Decided June 4, 2026

SUMMARY

The California Court of Appeal considers whether Volvo Penta, which manufactured and expressly warranted a boat’s engine and power package, was required under the Song–Beverly Consumer Warranty Act to replace or reimburse the purchase price of the entire boat after repeated overheating problems. The court holds that the statutory replace-or-reimburse remedy is limited to the goods sold and warranted by the manufacturer, here the power package rather than the entire boat. The court affirms summary judgment for Volvo.

CASE DETAILS

COURT	California Court of Appeal, First Appellate District, Division Three
WRITING FOR THE COURT	Peter J. Tucher, Presiding Justice; Fujisaki, Justice; Petrou, Justice
JURISDICTION	California Court of Appeal, First Appellate District, Division Three
DECIDED	June 4, 2026
DOCKET	A170727
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a summary judgment entered for Volvo Penta of the Americas, LLC, on Phillips's claim under the Song-Beverly Consumer Warranty Act concerning an express warranty for a boat engine and power package.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. The court considers whether the evidence shows no triable issue of material fact and whether the moving party is entitled to judgment as a matter of law; if the defendant establishes that an element cannot be proved, the burden shifts to the plaintiff to show a triable issue.
PRECEDENTIAL VALUE	published
PARTIES	Brian Phillips v. Volvo Penta of the Americas, LLC, Polaris Industries, Inc., Larson Marine, Inc.

TOPICS

consumer protection

statutory interpretation

remedies

standard of review

appellate procedure

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether a component manufacturer that expressly warrants only its power package must, under Civil Code section 1793.2(d)(1), replace or reimburse the purchase price of the entire boat incorporating that component.
2. Whether Phillips presented evidence creating a triable issue of fact as to damages under Civil Code section 1794 after Volvo replaced the warranted engine.
3. Whether the court should consider Phillips's argument, raised for the first time in his reply brief, that replacing the engine did not replace the entire warranted power package.

HOLDINGS

1. When a manufacturer sells and expressly warrants a component of a larger consumer product, the statutory duty to replace the goods or reimburse the buyer after unsuccessful repair attempts extends to the goods sold and warranted by that manufacturer, not automatically to the entire product incorporating the component.
2. Summary judgment for Volvo was proper because Phillips failed to provide evidence creating a triable issue that he sustained damages cognizable under the Act after Volvo replaced the defective engine.
3. The court declined to consider Phillips's argument that replacing the engine did not replace the entire warranted power package because the argument was raised for the first time in the reply brief without good cause.

KEY QUOTATIONS

“It follows that “the purchase price paid by the buyer” is the purchase price paid for “the goods” sold and expressly warranted by the manufacturer.” (at 10-12)

“We thus conclude that subdivisions (a) and (d)(1) of section 1793.2, read together, mean that if a “manufacturer of consumer goods sold in this state and for which the manufacturer has made an express warranty” (§ 1793.2, subd. (a)) fails adequately to “service or repair the goods to conform to the applicable express warranties,” then the manufacturer must “either replace the goods or reimburse the buyer in an amount equal to the purchase price paid by the buyer” for those goods (§ 1793.2(d)(1)).” (at 11-12)

“Because Phillips, as the plaintiff, has the burden to prove all elements of his claim, including damages, this absence of evidence is fatal to his case.” (at 18-19)

FACTUAL BACKGROUND

Phillips bought a Bennington boat whose Volvo-manufactured power package was incorporated by Polaris into the boat. The boat repeatedly overheated, and after the final incident an authorized Volvo service facility found

that a cracked engine exhaust manifold had allowed water into the engine. Volvo initially declined the warranty claim but, eleven days after Phillips filed suit and without knowing of the lawsuit, authorized replacement of the engine at no cost; the replacement was installed and successfully sea-trialed. Phillips presented no evidence that the engine replacement failed, that the boat continued to overheat, or that overheating damaged any other boat component.

PROCEDURAL HISTORY

Phillips sued Volvo, Polaris, and Larson after Volvo initially declined a warranty claim concerning repeated boat overheating. Volvo later authorized replacement of the engine at no cost, and the replacement was installed successfully. The Alameda County Superior Court granted Volvo summary judgment, finding no triable issue regarding damages beyond the defective engine that Volvo had replaced. The Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- Marez v. Lyft, Inc., 48 Cal. App. 5th 569, 576-577 (2020)
- Robertson v. Fleetwood Travel Trailers of California, Inc., 144 Cal. App. 4th 785, 798-801 (2006)
- Cummins, Inc. v. Superior Court, 36 Cal. 4th 478, 484 (2005)
- Murillo v. Fleetwood Enterprises, Inc., 17 Cal. 4th 985, 990 (1998)
- Mega RV Corp. v. HWH Corp., 225 Cal. App. 4th 1318, 1322, 1327-1335 (2014)
- Tiffin Motorhomes, Inc. v. Superior Court, 202 Cal. App. 4th 24, 27-33 (2011)
- National R.V., Inc. v. Foreman, 34 Cal. App. 4th 1072, 1074-1083 (1995)
- Bowen v. Burns & McDonnell Engineering Co., Inc., 103 Cal. App. 5th 759, 769 (2024)
- Allen v. City of Sacramento, 234 Cal. App. 4th 41, 52 (2015)
- People v. Blackburn, 61 Cal. 4th 1113, 1125 (2015)