

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Beaudry v. The NOCO Company, Inc.

Beaudry · No. 25-cv-01467-JST · Decided July 2, 2025

SUMMARY

The United States District Court for the Northern District of California partially grants and partially denies The NOCO Company, Inc.’s motion to dismiss claims concerning allegedly defective jump starters and related advertising. The court dismisses with prejudice the California Commercial Code implied-warranty claims, dismisses without prejudice the False Advertising Law claim and the fraudulent-prong UCL claim, and allows the Song-Beverly implied-warranty and unlawful-prong UCL claims to proceed. The court denies the motion to strike class allegations and denies the motion to stay discovery.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jon S. Tigar
JURISDICTION	United States District Court for the Northern District of California
DECIDED	July 2, 2025
DOCKET	25-cv-01467-JST
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the complaint and separately moved to stay discovery. The district court granted the dismissal motion in part, denied it in part, and denied the discovery-stay motion as moot.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes the pleadings in the light most favorable to the plaintiff, but the complaint must state a facially plausible claim for relief. The court generally may not consider material outside the pleadings, subject to incorporation by reference and judicial-notice principles.
PRECEDENTIAL VALUE	unknown

TOPICS

motions to dismiss

class actions

consumer protection

warranty

civil procedure

PRACTICE AREAS

civil procedure

consumer protection

contracts

uniform commercial code

QUESTIONS PRESENTED

1. Whether Beaudry's California Commercial Code implied-warranty claims were barred by the absence of vertical contractual privity.
2. Whether Beaudry adequately pleaded a Song-Beverly Act implied warranty of merchantability claim.
3. Whether Beaudry adequately pleaded a Song-Beverly Act implied warranty of fitness for a particular purpose.
4. Whether Beaudry adequately pleaded a California False Advertising Law claim.
5. Whether Beaudry adequately pleaded the unlawful and fraudulent prongs of his California Unfair Competition Law claim.
6. Whether the court should strike or dismiss the class allegations at the pleading stage.
7. Whether documents submitted by NOCO should be considered through judicial notice or incorporation by reference.
8. Whether discovery should be stayed pending resolution of the motion to dismiss.

HOLDINGS

1. A plaintiff asserting California Commercial Code implied-warranty claims must stand in vertical contractual privity with the defendant. Because Beaudry did not oppose dismissal of his Commercial Code merchantability and fitness claims, those claims were dismissed with prejudice.
2. The complaint adequately stated a Song-Beverly Act implied warranty of merchantability claim. The court declined to resolve factual disputes concerning consumer reviews and product quality at the motion-to-dismiss stage.
3. The complaint failed to allege a particular purpose distinct from the ordinary purposes for which NOCO's products are customarily purchased. The Song-Beverly fitness-for-a-particular-purpose claim was dismissed with leave to amend.
4. The FAL claim was inadequately pleaded and was dismissed without prejudice. The complaint did not adequately allege that NOCO made the statements on the Amazon webpage on which Beaudry relied, and the statements that the products were easy to use and mistake-proof were nonactionable puffery. The statement that the products could start dead batteries was not puffery.
5. The UCL unlawful-prong claim survived the motion to dismiss to the extent it was based on the surviving Song-Beverly Act implied warranty of merchantability claim.
6. The UCL fraudulent-prong claim was dismissed without prejudice to the extent it was based on the FAL theory because the FAL claim was dismissed for failure to allege that NOCO made the statements on which Beaudry relied.

7. The court denied NOCO's request to dismiss or strike the class allegations because Rule 12(b)(6) is generally not the proper vehicle for resolving class claims, and NOCO had not shown that the pleadings established that class requirements could not possibly be met.
8. The motion to stay discovery pending resolution of the motion to dismiss was denied as moot.

KEY QUOTATIONS

“To survive a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), a complaint must contain “a short and plain statement of the claim showing that the pleader is entitled to relief.”” (at 3)

““A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.”” (at 3)

“This warranty “does not ‘impose a general requirement that the goods precisely fulfill the expectation of the buyer. Instead, it provides for a minimum level of quality.’”” (at 5)

“Because NOCO has not shown that “this [is] the rare case where the pleadings indicate that the class requirements cannot possibly be met,”” (at 9)

FACTUAL BACKGROUND

NOCO manufactures and sells GB-series products designed to jump-start dead vehicle batteries. The complaint alleged that the products could not sense or jump-start batteries with less than two volts of remaining power, despite representations that they could start dead batteries and were easy to use and mistake-proof. Beaudry purchased a GB150 through Amazon for use on his boat, and the product failed to jump-start his dead boat battery, while a friend's jump starter succeeded.

PROCEDURAL HISTORY

Beaudry filed the action in Sonoma County Superior Court on December 27, 2024. NOCO removed the action to the Northern District of California on February 12, 2025, and moved to dismiss on February 19, 2025. The court dismissed some claims with prejudice, dismissed others without prejudice with leave to amend, allowed the remaining claims and class allegations to proceed, and denied the motion to stay discovery.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. Beaudry may file an amended complaint within 28 days, solely to cure the deficiencies identified in the order.

CASES CITED

- *Mendiondo v. Centinela Hosp. Med. Ctr.*, 521 F.3d 1097, 1104 (9th Cir. 2008)
- *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)

- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Knievel v. ESPN, 393 F.3d 1068, 1072 (9th Cir. 2005)
- Khoja v. Orexigen Therapeutics, Inc., 899 F.3d 988, 998, 1002-03 (9th Cir. 2018)
- Coto Settlement v. Eisenberg, 593 F.3d 1031, 1038 (9th Cir. 2010)
- United States v. Ritchie, 342 F.3d 903, 908 (9th Cir. 2003)
- Husain v. Campbell Soup Co., 747 F. Supp. 3d 1265, 1273 n.1 (N.D. Cal. 2024)
- In re Cal. Bail Bond Antitrust Litig., 511 F. Supp. 3d 1031, 1040 (N.D. Cal. 2021)
- Rollins v. Dignity Health, 338 F. Supp. 3d 1025, 1032 (N.D. Cal. 2018)
- Moradian v. Mercedes-Benz USA, LLC, No. 2:21-cv-09979-MEMF (AFMx), 2022 WL 4596650, at *5 (C.D. Cal. Mar. 17, 2022)
- Thornton v. Micro-Star Int'l Co., No. 2:17-cv-03231-CAS-AFMx, 2018 WL 5291925, at *11 (C.D. Cal. Oct. 23, 2018)
- Mega RV Corp. v. HWH Corp., 225 Cal. App. 4th 1318, 1333 (2014)
- Clemens v. DaimlerChrysler Corp., 534 F.3d 1017, 1023 (9th Cir. 2008)
- Bezirganyan v. BMW of N. Am., LLC, 562 F. Supp. 3d 633, 641 (C.D. Cal. 2021)
- Am. Suzuki Motor Corp. v. Superior Ct., 37 Cal. App. 4th 1291, 1296 (1995)
- Birdsong v. Apple, Inc., 590 F.3d 955, 958 (9th Cir. 2009)
- Mocek v. Alfa Leisure, Inc., 114 Cal. App. 4th 402, 406 (2003)
- Punian v. Gillette Co., No. 14-CV-05028-LHK, 2016 WL 1029607, at *18 (N.D. Cal. Mar. 15, 2016)
- Frenzel v. AliphCom, 76 F. Supp. 3d 999, 1021 (N.D. Cal. 2014)
- Hadley v. Kellogg Sales Co., 273 F. Supp. 3d 1052, 1063 (N.D. Cal. 2017)
- Williams v. Gerber Prods. Co., 552 F.3d 934, 938 (9th Cir. 2008)
- Lashify, Inc. v. Urban Dollz LLC, No. CV 22-6148-GW-AFMx, 2024 WL 3915093, at *8 (C.D. Cal. July 19, 2024)
- Anunziato v. eMachines Inc., 402 F. Supp. 2d 1133, 1139 (C.D. Cal. 2005)
- Cook, Perkiss & Liehe, Inc. v. N. Cal. Collection Serv., Inc.
- Aton Ctr., Inc. v. United Healthcare Ins. Co., 93 Cal. App. 5th 1214, 1248 (2023)
- Farmers Ins. Exch. v. Superior Ct., 2 Cal. 4th 377, 383 (1992)
- Sulzberg v. Happiest Minds Techs. Pvt. Ltd., No. 19-cv-05618-SVK, 2019 WL 6493984, at *2 (N.D. Cal. Dec. 3, 2019)
- Gatling-Lee v. Del Monte Foods, Inc., No. 22-CV-00892-JST, 2023 WL 11113888, at *14 (N.D. Cal. Mar. 28, 2023)
- Williams v. Affinity Ins. Servs., Inc., No. 23-CV-06347-JST, 2024 WL 3153214, at *8 (N.D. Cal. June 24, 2024)
- Bui-Ford v. Tesla, Inc., No. 4:23-CV-02321, 2024 WL 694485, at *8 (N.D. Cal. Feb. 20, 2024)
- Dodson v. Tempur-Sealy Int'l, Inc., No. 13-CV-04984-JST, 2014 WL 1493676, at *11 (N.D. Cal. Apr. 16, 2014)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/united-states-district-court-for-the-northern-district-of-california-united-states-district-court-fo/2025/beaudry-v-the-noco-company-inc-p51t39rf>