CALIFORNIA COURT OF APPEAL, FOURTH APPELLATE DISTRICT, DIVISION THREE

Maneri v. FCA US LLC

Maneri v. FCA US LLC · No. G062826, G063046, G063901 · Decided December 5, 2025

SUMMARY

The California Court of Appeal addresses remedies arising from a breach of implied and express warranties involving a defective Ram truck under the Song-Beverly Consumer Warranty Act and the Commercial Code. It holds that replacement-vehicle and rental costs were not recoverable as cover or incidental damages, reduces other improperly awarded damages, requires return of the vehicle, and limits attorney fees based on FCA's more favorable Code of Civil Procedure section 998 offer. The court otherwise affirms summary adjudication of the express warranty claim.

CASE DETAILS

COURT	California Court of Appeal, Fourth Appellate District, Division Three
WRITING FOR THE COURT	Scott, J.; Motoike, Acting P. J.; Delaney, J.
JURISDICTION	California Court of Appeal, Fourth Appellate District, Division Three
DECIDED	December 5, 2025
DOCKET	G062826, G063046, G063901
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Cross-appeals from a judgment awarding damages to the buyer on an implied-warranty claim, a summary adjudication ruling for the manufacturer on an express-warranty claim, and postjudgment attorney-fee orders in a Song-Beverly Consumer Warranty Act lemon-law action.
STANDARD OF REVIEW	The measure of damages is reviewed de novo, while the amount of damages is reviewed for substantial evidence. Attorney-fee entitlement is reviewed de novo when it turns on legal criteria; fee awards otherwise are generally reviewed for abuse of discretion. Summary adjudication rulings are reviewed de novo.
PRECEDENTIAL VALUE	Published in part; Part V is unpublished.
PARTIES	Michael J. Maneri, FCA US LLC v. Michael J. Maneri, FCA US LLC

TOPICS

consumer protection · remedies · uniform commercial code · appellate procedure · statutory interpretation

PRACTICE AREAS

consumer protection · commercial law · warranty law · appellate procedure · remedies

QUESTIONS PRESENTED

1. Whether the costs of rental vehicles and a replacement Ford truck were recoverable as cover or incidental damages for breach of the implied warranty of merchantability after Maneri revoked acceptance.
2. Whether the trial court improperly awarded loan interest and insurance premiums not attributable to the Ram, including liability-related coverage.
3. Whether the trial court was required to order Maneri to return the Ram after awarding him the purchase price under Commercial Code remedies.
4. Whether FCA's Code of Civil Procedure section 998 settlement offer was more favorable than Maneri's ultimate recovery and therefore barred recovery of postoffer attorney fees.
5. Whether FCA's repurchase offer satisfied its obligations under Civil Code section 1793.2 and supported summary adjudication on Maneri's express-warranty claim.

HOLDINGS

1. After justifiably revoking acceptance, Maneri could not recover the costs of long-term rentals or the Ford truck as cover or incidental damages. The costs were not recoverable cover damages because they did not represent additional costs of substitute goods, and they were not incidental damages because they were unrelated to the care or custody of the Ram.
2. The trial court improperly awarded loan interest attributable to the Ford truck and insurance premiums attributable to other vehicles or to driving-related coverage for the Ram. On remand, the damages award had to be reduced by the amounts unsupported by the evidence or not recoverable as incidental damages.
3. A buyer who justifiably revokes acceptance under the Commercial Code must return the goods to the seller. The judgment was therefore required to direct Maneri to return the Ram to FCA.
4. FCA's $70,000 statutory settlement offer was more favorable than Maneri's ultimate recoverable damages. Because Maneri rejected the offer and failed to obtain a more favorable judgment, he was not entitled to postoffer attorney fees under Code of Civil Procedure section 998.
5. The trial court correctly granted FCA summary adjudication on Maneri's express-warranty claim. FCA could satisfy its statutory obligation by making a compliant repurchase offer; actual repurchase was not required where the buyer did not accept the offer.

KEY QUOTATIONS

> *“We conclude the trial court properly withheld damages for the costs of replacement vehicles after Maneri revoked acceptance of the Ram, as those expenses did not qualify as cover or incidental damages.”* (1)

> *“But Commercial Code remedies are meant only to restore him to the position he would have been in but for FCA’s breach.”* (9)

> *“A buyer who justifiably revokes acceptance must return the goods to the seller.”* (11)

> *“Because Maneri did not obtain a more favorable result than FCA’s offer, the trial court erred by awarding him postoffer attorney fees—the bulk of the total fees awarded.”* (12)

FACTUAL BACKGROUND

Maneri purchased an FCA-made Ram truck in May 2018 for $66,240 and subsequently reported recurring electronic and running-board problems that the dealership could not consistently replicate. After inspecting the vehicle, FCA offered to repurchase or replace it, but Maneri did not accept the offer. Maneri later revoked acceptance, incurred expenses for rental vehicles, a Ford truck, loan interest, and insurance, and obtained a trial judgment awarding him the purchase price plus certain incidental damages while allowing him to retain the Ram.

PROCEDURAL HISTORY

Maneri sued FCA for breach of express and implied warranties concerning an FCA-made Ram truck. The superior court granted FCA summary adjudication on the express-warranty claim, later awarded Maneri approximately $74,600 after a bench trial on the implied-warranty claim, and awarded approximately $308,000 in attorney fees. Both parties appealed, and FCA also challenged the damages and fee rulings.

DISPOSITION

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reversed_and_remanded
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REMAND INSTRUCTIONS

The superior court must reduce the damages award consistent with the opinion, order Maneri to return the Ram to FCA, and exclude postoffer attorney fees from the attorney-fee award. The judgment is otherwise affirmed, and FCA is awarded costs on appeal.

CASES CITED

- Carver v. Volkswagen Group of America, Inc. (2024) 107 Cal.App.5th 864, 890, fn. 6
- Bermudez v. Ciolek (2015) 237 Cal.App.4th 1311, 1324
- Bishop v. Hyundai Motor America (1996) 44 Cal.App.4th 750, 756
- Kirzhner v. Mercedes-Benz USA, LLC (2020) 9 Cal.5th 966, 978-980
- Mireskandari v. Gallagher (2020) 59 Cal.App.5th 346, 358
- Beverly Hills Unified School Dist. v. Los Angeles County Metropolitan Transportation Authority (2015) 241 Cal.App.4th 627, 674
- People v. Thomas (2021) 63 Cal.App.5th 612, 627
- People v. Redd (2010) 48 Cal.4th 691, 718

- Niedermeier v. FCA US LLC (2024) 15 Cal.5th 792, 801
- Ayers v. FCA US, LLC (2024) 99 Cal.App.5th 1280, 1294, 1296
- Duale v. Mercedes-Benz USA, LLC (2007) 148 Cal.App.4th 718, 722, 724-725, fn. 3
- Bradsbery v. Vicar Operating, Inc. (2025) 110 Cal.App.5th 899, 906-907
- Herrera v. Ford Motor Company (C.D.Cal., Feb. 24, 2022, No. CV 21-4731) 2022 WL 562267
- Carachure v. Scott (2021) 70 Cal.App.5th 16, 29, fn. 5