No. S272113

IN THE SUPREME COURT

OF THE STATE OF CALIFORNIA

MICHAEL R. RATTAGAN,

Plaintiff and Appellant,

v.

UBER TECHNOLOGIES, INC.,

Defendant and Respondent.

United States Court of Appeals for the Ninth Circuit
Case No. 20-16796
Appeal from U.S. District Court for Northern California
Case No. 3:19-cv-01988-EMC
Honorable Edward M. Chen

RESPONSE TO AMICUS BRIEFS

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INTRODUCTION

Michael R. Rattagan's merits briefing demonstrates that the economic loss rule does *not* immunize defendants from tort liability for fraudulent concealment: This Court's rationale in *Robinson Helicopter Co., Inc. v. Dana Corp.* (2004) 34 Cal.4th 979 for permitting fraud claims based on affirmative misrepresentation applies equally to fraud claims based on intentional concealment.

Nothing in the Chamber of Commerce's amicus brief refutes Mr. Rattagan's showing. The Chamber ignores *Robinson Helicopter*'s statements that the public policies animating the economic loss rule *do not apply* when fraud is involved. The Chamber ignores the Restatement's view that the economic loss rule should not bar *any* fraud claims. And the Chamber ignores that fraud claims are equally independent from breach of contract claims regardless whether the fraud is committed by way of deliberate concealment or affirmative misrepresentation. Having ignored virtually all counterarguments, what the amicus brief does say is utterly unpersuasive, as we demonstrate below.

The other two amicus briefs, filed on behalf of Leslie Spellman (plaintiff and real party in interest in *Kia America, Inc. v. Superior Court* (*Spellman*) (Case No. D079858)) and Knight Law Group, LLP (trial counsel in *Dhital v. Nissan North America, Inc.* (*Dhital*) (Case No. A162817)), underscore that fraudulent concealment is squarely outside the economic loss rule. While both of those briefs focus primarily on fraudulent

inducement claims, both note that the law is well-settled that fraud—including fraudulent concealment—is independent of any contract claim, and thus not barred by the economic loss rule.

ARGUMENT

I. This Court has already explained that the predictability and fairness rationales for the economic loss rule do not apply when fraud is involved.

The Chamber argues that the economic loss rule must bar fraud claims so as to protect predictability and contracting parties' ability to assess and allocate risks. (Chamber of Commerce Amicus Brief (Chamber Br.) 12-16.)

But this is the exact opposite of the logic this Court has previously pronounced: "No rational party would enter into a contract anticipating that they are or will be lied to. 'While parties, perhaps because of their technical expertise and sophistication, can be presumed to understand and allocate the risks relating to negligent product design or manufacture, those same parties cannot, and should not, be expected to anticipate fraud and dishonesty in every transaction.'" (*Robinson Helicopter, supra,* 34 Cal.4th at p. 993.) Indeed, the Chamber advocates for allowing parties to conceal material facts so that *one side* can have "predictability" and "assess and allocate risks," while leaving the party on the other side of the contract without the ability to have either.

This Court has already rejected the Chamber's exact argument when it comes to fraud. The Court has made clear that

fraud triggers public policy considerations that *warrant* tort damages. *Robinson Helicopter* explained:

- Fraud "cannot be considered a "'socially useful business practice.'"'"

- California "'has a legitimate and compelling interest in preserving a business climate free of fraud and deceptive practices.'"

- Valid fraud actions "'advance[] the public interest in punishing intentional misrepresentations and in deterring such misrepresentations in the future.'"

- "'[A] contract is not a license allowing one party to cheat or defraud the other.'"

- "A decision to breach a contract and then acknowledge it has different consequences than a decision to defraud, and we fail to see how [a defendant's fraud] could be deemed 'commercially desirable.'"

- Barring fraud claims under the economic loss rule would "increase the certainty in contractual relationships by encouraging fraudulent conduct at the expense of an innocent party. No public policy supports such an outcome." (*Robinson Helicopter, supra,* 34 Cal.4th at pp. 991-993 & fn. 8.)

The Chamber, like Uber, has no answer to *any* of this.

II. The Chamber's floodgates argument ignores the elements of a fraud claim, and, in any event, is no basis for the blanket rule that the Chamber urges.

The Chamber argues that the economic loss rule must bar all fraudulent concealment claims in order to protect commerce, because "there is no limit to the scope of statements that are *not* made," and thus, "no limit to the potential fraudulent concealment claims that enterprising plaintiffs can attach to breach-of-contract claims." (Chamber Br. 16-24.)

This argument fails at multiple levels.

First, fraudulent concealment claims are not as easy to assert, and the basis for such claims is nowhere near as wide-reaching, as the Chamber portrays. Rather, fraudulent concealment claims require the plaintiff to prove that the defendant (1) *knowingly* concealed (2) *material* facts (3) with an *intent to defraud*. (*Robinson Helicopter, supra*, 34 Cal.4th at p. 990; see also Knight Amicus, p. 20.)

There may be an unlimited number of things that defendants choose not to tell the consumers that they're contracting with, but there should *not* be an unlimited number of *material* facts that the defendant *knowingly* failed to disclose, *with an intent to defraud*. Indeed, there should not be *any* material facts knowingly concealed with an intent to defraud. Where there are, it makes no sense to create a legal bar to a plaintiff even attempting to *plead* a fraudulent concealment claim. To the extent the Chamber is worried about frivolous fraud allegations (Chamber Br. 19), there are plenty of methods

and procedures to dispose of frivolity that do not condone a defendant's right to fraudulently conceal material facts as a matter of law. Where the plaintiff *can* prove all the elements of fraud, it makes no sense to bar all tort damages on account of the plaintiff and defendant also entering into a contractual relationship.

Second, the Chamber ignores that *Robinson Helicopter* has already said that allowing fraud suits *promotes* commerce by "encouraging a 'business climate free of fraud and deceptive practices.'" (*Robinson Helicopter, supra*, 34 Cal.4th at p. 992.) Confirming that fraudulent concealment claims are outside of the economic loss rule would not be the sea change that the Chamber portrays. Rather, the contrary would be true.

Third, the Chamber offers nothing to back up its claim that permitting fraudulent concealment claims would "be most harmful" for small businesses. (Chamber Br. 23.) The facts and the briefing in this case suggest otherwise: The defendant is Uber, hardly a small business. Uber's Answer Brief highlighted fraud lawsuits against auto manufacturers—again, hardly small businesses. And anyway, businesses could also be *victims* of fraud committed by businesses that they contract with. After all, that was exactly the situation in *Robinson Helicopter*.

It makes no sense to say that small businesses want a license to conceal material information in a transaction. Indeed, the opposite is true—logically, both parties to a contract want good faith and full disclosures. Small businesses, of course, appreciate the protection against being defrauded by others and

typically do *not* bear the sinister desire to be permitted to keep material facts secret. What the Chamber ends up doing, even if not intentionally, is asking to give a right to multi-national corporations to maintain an imbalance in decision-making information. There is no public policy sanctioning such a result.

In any event, speculation about the chilling effect of unmeritorious lawsuits shouldn't be addressed by barring *all* fraudulent concealment claims, no matter how meritorious; rather, any concern about unmeritorious suits is already appropriately addressed through demurrers, summary judgment motions, and other such filtering mechanisms. (See Reply Brief 15.)

III. The Chamber's professed concerns about increasing litigation ignore the societal value of meritorious fraud suits.

The Chamber argues that allowing tort remedies, including punitive damages, makes cases less likely to settle and leads to "unnecessary" trials. (Chamber Br. 24-26.)

But as shown (§ I., *ante*), fraud actions bestow a societal *benefit*: They "encourage[] a 'business climate free of fraud and deceptive practices'" and "advance[] the public interest" in punishing fraud and deter future fraud. (*Robinson Helicopter, supra*, 34 Cal.4th at p. 992.)

Consistent with that societal interest, the Legislature has *expressly authorized* punitive damages for fraud, including fraud by concealment. (Civ. Code, § 3294, subds. (a), (c)(3); see also Knight Amicus, pp. 18-19.) Indeed, appellate opinions have

confirmed the availability of punitive damage awards in cases involving breach-of-warranty claims—and affirmed such awards. (*Anderson v. Ford Motor Co.* (2022) 74 Cal.App.5th 946; *Bowser v. Ford Motor Co.* (2022) 78 Cal.App.5th 587.) It isn't the Court's role to eliminate that remedy based on the Chamber's policy preferences—preferences that apparently assume that *all* fraud claims are meritless, which of course, is not reality.

IV. This Court has long allowed tort damages for fraudulently inducing a contract, without any limitation as to the mode of fraud.

The Chamber argues that this Court "has never recognized an inducement-by-concealment exception to the economic loss rule." (Chamber Br. 27.) This isn't correct.

To the contrary: This Court has long recognized that plaintiffs *can* recover tort damages for fraudulent inducement claims. *Robinson Helicopter* says just that. (34 Cal.4th at pp. 989-990 [quoting *Erlich v. Menezes* (1999) 21 Cal.4th 543, 551-552 for the proposition that "'[t]ort damages have been permitted in contract cases'" in four factual scenarios, one of them being "'where the contract was fraudulently induced'"].)

The Chamber has not cited a single authority limiting the fraudulent-inducement exception to fraud *by affirmative misrepresentation*, as opposed to fraud by intentional concealment. Nor is there any rationale for such a distinction. (See Opening Br. 36-45; Reply Br. 10-11.) Indeed, Uber has *conceded* that an inducement-by-concealment claim would be outside of the economic loss rule. (Answer Br. 44, fn. 8.) The

Chamber primarily relies on a misreading of what this Court held in *Robinson Helicopter*.

V. No "new exception" is necessary: Fraudulent concealment is *already* outside the economic loss rule.

The Chamber urges the Court to "reaffirm" that the economic loss rule is subject only to "existing and narrow" exceptions, and that fraudulent concealment is not one of them. (Chamber Br. 28.) The Chamber cites no authority for its assertion that the economic loss rule is a "foundational doctrine" that bars all tort claims unless otherwise stated.

And indeed, the Chamber has turned the law on its head. The economic loss rule is a common law doctrine that has *many* exceptions, including those catalogued in *Robinson Helicopter*. (See 34 Cal.4th at pp. 989-991; see also *Sheen v. Wells Fargo Bank., N.A.* (2022) 12 Cal.5th 905, 923 ["[n]ot all tort claims for monetary losses between contractual parties are barred by the economic loss rule. But such claims are barred when they arise from – or are not independent of – the parties' underlying contracts"].)

The Chamber has identified no California precedent purporting to establish an exclusive list of economic-loss-rule exceptions, let alone any California precedent holding that the rule bars fraudulent concealment claims. In fact, many courts have held that fraud is *independent* of the duties established by a written agreement. (*Santana v. FCA US, LLC* (2020) 56 Cal.App.5th 334 [fraud and Song-Beverly Act claims arise from

different wrongdoing]; *Anderson, supra,* 74 Cal.App.5th at pp. 962, 969-973 [claims for fraudulent inducement and a Song-Beverly Act violation involved separate wrongs]; *Bowser, supra*, 78 Cal.App.5th at pp. 623-624 [Song-Beverly Act violation was not inconsistent with plaintiff's fraud claims; jury could impose damages based on these two separate legal theories].)

The Court cannot "reaffirm" something it has never held in the first place.

Nor is there any need for the Legislature to "create" a fraud exception to the economic loss rule. The Legislature has already codified fraud as a cause of action that is subject to tort remedies, including punitive damages. (Civ. Code, §§ 1709, 1710, 3294.) That fact distinguishes fraud from the *negligent* construction defect claim that was at issue in *Aas v. Superior Court* (2000) 24 Cal.4th 627.

Finally, this Court has already recognized that fraudulent inducement is outside of the economic loss rule. And this Court has extended that exception to affirmative misrepresentations that are made during the performance of a contract are outside the economic loss rule.[1] (*Robinson Helicopter, supra*, 34 Cal.4th at pp. 989-991; see also *Sheen, supra*, 12 Cal.5th at p. 943, fn. 10 [borrower injured by "intentional conduct during the loan

[1] Still left open, of course, is fraudulent concealment committed during the performance of a contract—which, for the reasons stated in our merits briefing, is *also* squarely outside of the economic loss rule.

modification process" may "pursue various intentional tort theories, such as fraud and intentional misrepresentation"].)

No legislative intervention was necessary to reach that result. The Chamber has offered no credible argument why the courts could recognize those exceptions, but cannot apply the identical rationale to recognize that fraud by concealment is likewise outside the economic loss rule. There is no reason.

CONCLUSION

Nothing in the Chamber's amicus brief changes what Mr. Rattagan showed in his merits briefing: *Robinson Helicopter*'s rationale for finding that fraud by affirmative misrepresentation is outside the economic loss rule applies equally to fraudulent concealment of every stripe. The answer to the certified question, therefore, is "Yes": Fraudulent concealment claims are exempt from the economic loss rule.

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Pursuant to California Rules of Court, rule 8.520 (c)(1), I certify that this **RESPONSE TO AMICUS BRIEFS** contains 2,147 words, not including the tables of contents and authorities, the caption page, signature blocks, or this Certification page.

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