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10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **WESTERN DIVISION**

14 JAY PARIKH, individually and on behalf
15 of all others similarly situated,

16 Plaintiff,

17 v.

18 VOLKSWAGEN GROUP OF
AMERICA, INC. d/b/a AUDI OF
19 AMERICA, INC.,

20 Defendant.

Case No. 2:26-03288

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1. Violation of Consumer Legal Remedies Act, California Civil Code § 1750, *et seq.*
2. Violation of California Unfair Competition Law, California Business & Professions Code § 17200, *et seq.*
3. Negligence
4. Product Liability – Design Defect
5. Violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*
6. Violation of Song-Beverly Consumer Warranty Act, California Civil Code § 1790, *et seq.*
7. Breach of Express Warranty
8. Breach of Implied Warranty of Merchantability

1 Plaintiff Jay Parikh (“Mr. Parikh”), by and through counsel, brings this Class
2 Action Complaint against Volkswagen Group of America, Inc. (“Defendant”) on behalf
3 of himself and all others similarly situated. Plaintiff alleges, upon personal knowledge as
4 to his own actions and his counsel’s investigations, and upon information and belief as to
5 all other matters, as follows:

6 **NATURE OF THE CASE**

7 1. Plaintiff brings this action on behalf of himself and a class of current and
8 former owners and lessees (“Class Members”) of Audi vehicles equipped with defective
9 door locking systems, as described in further detail below. In short, the door locking
10 systems on these vehicles rely, in whole or in part, on electronic locking mechanisms
11 and software that intermittently fails, thereby preventing the vehicle’s door-locking
12 mechanism from engaging or releasing (the “Locking Defect”), causing drivers and
13 passengers to be locked in or out of the vehicles.

14 2. Audi vehicles plagued by the Locking Defect include: 2019–2024 A6, A7,
15 A8, S8, and Q8 models; 2019 and 2021–2024 e-tron quattro models; 2020–2024 A6
16 allroad, S6, S7, S8, e-tron Sportback quattro, SQ8, and RS Q8 models; 2020–2021 A8
17 e quattro models; 2020–2022 RS 6, RS 7, A8 PHEV, e-tron quattro, and e-tron sportback
18 quattro models; 2022 e-tron S quattro, e-tron GT, and RS e-tron GT models; 2021–2022
19 A6 Avant, RS 6 Avant, and A7 PHEV models; 2021–2024 RS 6 Avant and RS 7 models;
20 2021–2022 A7 e quattro models; 2022–2024 e-tron S, e-tron GT, and RS e-tron GT
21 models; 2025 A6 Sportback e-tron, S6 Sportback e-tron, Q6 e-tron, Q6 Sportback e-
22 tron, SQ6 e-tron, and SQ6 Sportback e-tron models; 2025-2026 A5, S5, Q5, Q5
23 Sportback, and SQ5 Sportback models; and 2026 A6 models. Collectively, these models
24 are referred to as the “Class Vehicles,” or “Vehicles,” herein.

25 3. Since approximately 2019, Defendant designed, manufactured,
26 distributed, marketed, sold, and leased to Plaintiff and Class Members Audi Class
27 Vehicles equipped with defective door locking systems as described herein. The door
28 locking systems rely, in whole or in part, on electronic locking mechanisms and

1 software that intermittently fails, thereby preventing the Vehicle’s door-locking
2 mechanism from engaging or releasing.

3 4. When the door-locking mechanism fails to release, the Vehicles cannot
4 be opened from either inside or outside of the Vehicle. This defect presents a serious
5 safety issue for passengers of the Vehicles, as they can be trapped in the Vehicles after
6 an accident or on a hot sunny day, or they can be locked out of the Vehicles in
7 potentially dangerous situations. Conversely, when the door-locking mechanism fails
8 to engage, the Vehicles cannot be secured. As a result, the luxury Vehicles and their
9 contents are left vulnerable to theft. The failure to lock additionally poses personal
10 safety concerns.

11 5. Although the Vehicles’ door locks were specifically and especially
12 designed, manufactured, and approved by Defendant to be installed on the Vehicles, the
13 electronic and semi-electronic door locks intermittently failed to either lock or unlock,
14 resulting in dangerous situations where Vehicle owners are locked out, their small
15 children are locked in, or their Vehicle is left unlocked in unsafe public locations.

16 6. The Locking Defect occurs during normal use and operation of the
17 Vehicles.

18 7. As evidenced by the complaints of Plaintiff and other Vehicle owners that
19 have been filed with the National Highway Traffic Safety Administration (“NHTSA”),
20 the Vehicles’ Locking Defect arises unexpectedly and presents ongoing safety concerns.

21 8. Based upon the NHTSA complaints, Defendant has been on notice of the
22 Locking Defect and resulting safety concerns since at least 2019. Yet, Defendant has
23 done little, if anything, to resolve this glaring safety concern. Nor has Defendant recalled
24 the Vehicles or announced the defect to the public or its customers. Defendant and its
25 authorized dealerships do not forewarn purchasers despite their knowledge of the
26 Locking Defect that the Vehicles have one or more defects, including but not limited
27 to defects manifesting as an inability to either lock or unlock Vehicle doors when the
28 lock function is applied during ordinary and intended use.

1 9. Drivers in our mobile society often take for granted the ease with which
2 they can secure and unlock their car. However, Plaintiff and Class Members facing the
3 Locking Defect here understand the terror of being unable to unlock your Vehicle while
4 your child sits inside on a hot and sunny day, of approaching your car late at night in a
5 dark alley and being unable to reach the safety of your locked car, or of knowing that
6 even though the Vehicle locked today it may not lock tomorrow when you arrive
7 downtown for an important meeting. The physical safety concerns here are staggering.

8 10. The locking mechanisms on these high-end, luxury Vehicles—which had
9 a Manufacturer’s Suggested Retail Price beginning at nearly \$70,000 in 2021—should
10 not lock owners in or out of the car in needlessly dangerous circumstances. Nor should
11 these luxury Vehicles be left unsecured in public settings. Accordingly, this action is
12 brought to remember Defendant’s misconduct, including Defendant’s conscious effort
13 to conceal material facts concerning the Locking Defect during and after the design,
14 distribution, marketing, and sale and/or lease of the Vehicles.

15 **PARTIES**

16 11. Plaintiff is a California citizen residing in Montebello (Los Angeles
17 County), California. Mr. Parikh purchased a 2021 Audi e-tron. This Vehicle was
18 designed, manufactured, sold, distributed, advertised, marketed, and/or warranted by
19 Defendant.

20 12. Volkswagen Group of America, Inc., doing business as Audi of America,
21 Inc. (“Audi” or “Defendant”), is a corporation organized and in existence under the laws
22 of the State of New Jersey with its headquarters located in Reston, Virginia. At all times
23 relevant herein, Audi was engaged in the business of importing, advertising, marketing,
24 distributing, warranting, servicing, repairing and selling automobiles and other motor
25 vehicles and motor vehicle components throughout the United States of America.

26 **JURISDICTION AND VENUE**

27 13. The Court has subject matter jurisdiction over this action pursuant to the
28 Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d)(2), because the proposed class

1 has more than 100 members, the class contains at least one member of diverse citizenship
2 from Defendant, and the amount in controversy exceeds \$5 million.

3 14. The Court has personal jurisdiction over Defendant because Defendant is
4 authorized to, and conducts substantial business in California, generally, and this District,
5 specifically. Defendant has advertised, marketed, promoted, distributed, and sold the
6 Vehicles in California.

7 15. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), because
8 a substantial part of the events and omissions giving rise to this action occurred in this
9 District as the Brake Defect in Plaintiff's Vehicle manifested itself within this District.

10 16. To the extent there is any contractual or other impediment to pursuit of these
11 claims on a class action basis, Plaintiff specifically alleges, and will prove, if necessary,
12 that any bar to class action proceedings is unconscionable, unfair and against public
13 policy.

14 **Plaintiff's Individual Allegations**

15 17. Mr. Parikh purchased a 2021 Audi e-tron in 2024, from Audi North OC
16 ("Plaintiff's Vehicle").

17 18. Mr. Parikh made his decision to purchase his Vehicle, in part, in reliance
18 on representations communicated through Defendant's advertisements and marketing
19 campaigns emphasizing the quality, reliability, and safety of Defendant's Vehicles.

20 19. Before purchasing his Vehicle, Mr. Parikh had no forewarning of the
21 Locking Defect.

22 20. Mr. Parikh has at all times used the Vehicle in a reasonable, ordinary
23 manner, and not in any way which would cause the lock system to fail.

24 21. Shortly after purchasing the vehicle, the Locking Defect began to manifest
25 in Mr. Parikh's Vehicle.

26 22. In one particularly alarming incident, the failure to unlock left Mr. Parikh's
27 infant son trapped in the back seat of the Vehicle, while Mr. Parikh and his wife were
28 locked out of the Vehicle.

1 23. The unreliability of the locking mechanism continues to be extremely
2 alarming to Mr. Parikh.

3 24. The unreliability of the locking and unlocking mechanism also impacted
4 Mr. Parikh's driving decisions, including, but not limited to, altering the use of his car
5 and parking habits in anticipation of the extremely dangerous situation and in fear that
6 the Locking Defect would present itself in another similarly dangerous situation.

7 25. Mr. Parikh has taken his Vehicle to Audi dealers to repair the Locking
8 Defect at least three times, and two door latches have been replaced on the Vehicle, but
9 the Locking Defect continues to manifest.

10 26. Had Mr. Parikh been aware of the Locking Defect, Mr. Parikh would have
11 purchased a different vehicle, or would have paid less for his Vehicle. He did not receive
12 the benefit of his bargain when he purchased the Vehicle.

13 **Common Class Allegations**

14 27. As a result of the Locking Defect, there is no reasonable way to open the
15 Vehicle doors, often leaving Vehicle owners and/or their passengers stranded or trapped,
16 or their valuable unsecured. As a result of the Locking Defect, there is no reasonable
17 way to lock the Vehicles, leaving owners unable to secure the Vehicles in public
18 settings. these failures pose serious safety and security risks for consumers operating
19 and traveling in the Vehicles.

20 28. Additionally, as a result of the Locking Defect, Plaintiff and Class
21 Members, either consciously or subconsciously, and in whole or in part, make driving
22 decisions based upon the likelihood of the Vehicles' expected failure to lock or unlock.
23 This powerful and ongoing distraction while operating an automobile makes the
24 Vehicles unreasonably dangerous and unable to meet a minimal level of quality or
25 safety.

26 29. As a result of the Locking Defect, Plaintiff and Class Members have been
27 forced to troubleshoot the issue themselves and seek assistance from Defendant,
28

1 locksmiths and towing companies. Defendant has failed to provide any resolution, let
2 alone a lasting resolution, for of this known safety defect.

3 30. As alleged in greater detail herein, Defendant designed, manufactured, and
4 approved of the defective brakes, and subsequently of the sale of the Vehicles to Plaintiff
5 and the Class, without disclosing the Locking Defect. This omission of a material fact
6 constitutes a deceptive business practice in violation of California statutory law and
7 further violates California common law as set forth herein.

8 31. This action seeks redress for Plaintiff and the Class in the form of
9 compensatory damages, punitive damages, and injunctive relief, which would include,
10 *inter alia*, an order directing Defendant to cease the challenged practices, including the
11 manufacture, sale, and installation of the defective locking system, and initiate a
12 program to provide refunds, repairs, and/or restitution to Plaintiff and the Class.

13 32. Prior to purchasing or leasing the Vehicles, Plaintiff and other Class
14 Members did not know that the Vehicles suffered from the Locking Defect and did not
15 contemplate that they would be unable to reliably lock and unlock their luxury Vehicles.

16 33. As a result of their reliance on Defendant's omissions and/or
17 misrepresentation, owners and/or lessees of the Vehicles have suffered
18 ascertainable loss of money, property, and/or loss in value of their Vehicles.

19 34. Upon information and belief, Defendant has known of the ongoing Locking
20 Defect since as early as 2019, but has failed to conduct a recall or otherwise notify past
21 and future purchasers about the unreliability of the locking system.

22 35. Plaintiff and the Class have been damaged by Defendant's
23 misrepresentations, concealment, and non-disclosure of the Locking Defect in the
24 Vehicles, as they now have Vehicles whose value has greatly diminished because of
25 Defendant's failure to timely disclose the serious Locking Defect.

26 36. Had Plaintiff and Class Members known about the Locking Defect at
27 the time of sale or lease, as well as the associated costs related to the Locking
28

1 Defect, Plaintiff and Class Members would not have purchased the Class Vehicles
2 or would have paid less for them.

3 37. As a result of Defendant’s practices, Plaintiff and Class Members
4 purchased Vehicles they otherwise would not have purchased, paid more for those
5 Vehicles than they would have paid, were subjected to an unreasonable risk to their
6 safety, and unnecessarily paid and will continue to pay repair costs as a result of the
7 Locking Defect. They did not receive the benefit of their bargain.

8 **THE LOCKING DEFECT**

9 38. Throughout the relevant period, Defendant has designed, manufactured,
10 distributed, imported, warranted, marketed, advertised, serviced, sold, and leased the
11 Class Vehicles. Upon information and belief, Defendant has sold, directly or indirectly
12 through dealers and other retail outlets, thousands of Class Vehicles in California and
13 nationwide.

14 39. No reasonable consumer expects the door locking system to break within
15 the normal useful life of the Vehicles.

16 40. Upon information and belief, Defendant was notified as early as 2019 that
17 the Vehicles are defective and not fit for their intended purpose of providing
18 consumers with safe and reliable transportation. Nevertheless, Defendant failed to
19 recall the Vehicles or disclose the Locking Defect to Plaintiff and the Class
20 Members at the time of purchase or lease and thereafter.

21 41. Under the Transportation Recall Enhancement, Accountability and
22 Documentation Act (“TREAD Act”), 49 U.S.C. §§ 30101-30170, and its accompanying
23 regulations, when a manufacturer learns that a vehicle contains a safety defect, including
24 with regard to the “nonoperational safety of a motor vehicle,” the manufacturer must
25 promptly disclose the defect. 49 U.S.C. §§ 30102(a)(9), 30118(c)(1) & (2). If it is
26 determined that the vehicle is defective, the manufacturer must notify vehicle owners,
27 purchasers, and dealers of the defect and must timely remedy the defect. 49 U.S.C. §§
28 30118(b)(2)(A) & (B). Upon information and belief, Defendant also violated the

1 TREAD Act by failing to timely inform NHTSA of the Locking Defect and allowed the
2 Vehicles to remain on the road with these defects. These same acts and omissions also
3 violated various state consumer protection laws as detailed below.

4 42. Defendant has long known that the Vehicles have a defective locking
5 system. Defendant has exclusive access to information about the defects through its
6 dealerships, pre-release testing data, warranty data, customer complaint data, and
7 replacement part sales data, among other sources of aggregate information about the
8 problem. In contrast, the Locking Defect was not known or reasonably discoverable by
9 Plaintiff and Class Members prior to purchase and without experiencing the Locking
10 Defect firsthand.

11 43. Defendant owes a duty to disclose the Locking Defect to Plaintiff and Class
12 Members because Defendant has exclusive knowledge or access to material facts about
13 the Vehicles that are not known or reasonably discoverable by Plaintiff and Class
14 Members until the defect has manifested; and because Defendant has actively concealed
15 the Locking Defect from its customers. Improperly operating brakes on a vehicle are per
16 se a safety defect.

17 44. The Vehicles come equipped with either fully-electric or semi-electric door
18 locking systems.

19 45. The Vehicles come with a New Vehicle Limited Warranty (“NVLW”)
20 which states that Audi will cover any repairs to correct a manufacturer’s defect in material
21 or workmanship for 4 years or 50,000 miles, whichever occurs first.

22 46. The NVLW “covers any repair or replacement to correct a defect in
23 manufacturer’s material and workmanship (i.e., a mechanical defect). Your authorized
24 Audi dealer will repair the defective part or replace it with a new or remanufactured Audi
25 Genuine Part free of charge.”

26 47. The defects in the Class Vehicles’ electronic and semi-electronic locking
27 systems cause Vehicle owners to be locked out of their Vehicle or unable to lock their
28

1 Vehicle. The ongoing risk of harm to Vehicle owners’ physical safety and that of their
2 property presents an ongoing problem that Audi has been aware since at least 2021.

3 48. Defendant knew of the defects in their locking system, including the
4 systems’ likelihood of locking Vehicle owners in or out of their Vehicle, before selling
5 the Vehicles to Plaintiff and the Class and installing the defective locking systems in their
6 cars, but did not inform Plaintiff and the Class of this fact prior to their purchase.

7 49. Specifically, Defendant has issued at least *eight* Technical Service Bulletins
8 (“TSBs”) relating to malfunctions in the locking system across its e-tron vehicles, dating
9 as far back as 2021. These include TSBs dated February 27, 2026; June 7, 2023; and
10 December 8, 2021.

11 50. As Defendant admitted in the December 8, 2021 TSB, potential causes of
12 the Locking Defect include electronic and mechanical errors.

13 51. Despite knowing of the Locking Defect for so many years, Defendant has
14 failed to fix it in newer models; to the contrary, if anything the problem seems to be worse
15 in the newest Class Vehicles. As explained in the February 27, 2026, TSB, no solution is
16 currently available for the newest 2025-2026 models. That same TSB instructs mechanics
17 not to “replace any components for this condition since this will not resolve the
18 customer’s concern.”

19 52. The February 27, 2026, TSB further instructs Defendant’s agents to “explain
20 to the customer that a solution is expected to be available by the end of the 3rd quarter of
21 2026 (subject to change) and that *no repairs are necessary at this point.*” (Emphasis
22 added.) The representation that “no repairs are necessary” is obviously false and a clear
23 violation of Defendant’s warranties. Yet Defendant continues to sell these vehicles to
24 unsuspecting buyers without any disclosures to the effect that such buyers risk not being
25 able to enter, exit, lock, or unlock these Class Vehicles.

26 53. Had Defendant informed Plaintiff and the Class about the Locking Defect,
27 Plaintiff and the Class would not have purchased the Vehicles from Defendant, but rather
28 would have purchased different vehicles. Defendant knowingly sold a defective product

1 to Plaintiff and the Class, without disclosing such defect, and now refuses to provide an
2 adequate long-term remedy, repair, or restitution for their actions.

3 54. Defendant's conduct described herein constitutes an omission of material
4 fact and a deceptive business practice in violation of the California statutory law and
5 California common law.

6 **CONSUMERS HAVE REPORTED THE LOCKING DEFECT TO NHTSA**

7 55. Audi, like other automobile manufacturers, reviews complaints made by
8 consumers to the NHTSA.

9 56. Consumers have reported the Locking Defect to the NHTSA, and in these
10 complaints, report having taken their Vehicles to Audi authorized dealerships in their
11 attempts to have the Locking Defect repaired.

12 57. Examples of complaints made to NHTSA about the Vehicles' Locking
13 Defect are shown below, unedited:

- 14 • **NHTSA ID Number: 11702257, date complaint filed: 12/1/2025, model**
15 **year: E-TRON 2021.**

16 The vehicle's central locking system does not properly communicate with
17 the keyfob resulting in the doors not unlocking as intended. I have had my
18 child in the car seat in the back and if i accidentantly [sic] touch the handle
19 the wrong way the doors will lock and I am unable to use the unlock feature
20 to get my kid out. This could be a serious safety issue if someone becomes
trapped in the rear seat and the central locking system does not allow
unlocking of the doors.

- 21 • **NHTSA ID Number: 11630345, date complaint filed: 12/12/2024, model**
22 **and year: E-TRON 2022.**

23 on [sic] multiple occasions the automatic locking feature for the doors
24 doesn't work and says to see manual. I'm afraid i [sic] will get locked in the
vehicle.

- 25 • **NHTSA ID Number: 11648004, date complaint filed: 3/12/2025, model**
26 **and year: Q4 E-TRON 2023.**

27 In several occasions I have noticed my Audi Q4 windows and tailgate are
28 open the next day in the morning in my garage, after I made sure all windows
and doors are properly closed and locked, thank God hasn't happened when

1 parking in open public parking lots and or in raining days. Also many times
2 after locking doors and applying brake properly (after double checking
3 before getting out of my car) I receive on myAudi App the notification that
4 “is not locked “, and after checking my car it’s “unlocked “. [sic] Sorry I
5 don’t have pictures for this issue.

6 • **NHTSA ID Number: 11718122, date complaint filed: 2/15/2026, model
7 and year: Q4 E-TRON 2024.**

8 I am filing this complaint due to ongoing electronic and drivetrain
9 malfunctions that may impact safe vehicle operation. AWD System
10 Malfunction (Primary Safety Concern) The vehicle repeatedly displays four-
11 wheel drive system malfunction warnings. I have brought the vehicle to the
12 dealership three times for this same issue. The malfunction continues
13 unresolved, raising concerns about traction, stability, and drivetrain
14 reliability. Intermittent Entry Failure Biometric entry intermittently fails,
15 forcing use of the key fob. This could delay access in emergency situations.
16 Remote System Failures Remote vehicle functions (lock/unlock and climate
17 control) operate inconsistently or fail entirely, often generating error
18 messages. Audi has stated this is a system infrastructure issue with no
19 current fix. Battery Power Inconsistency Although the battery indicates
20 100% charge, actual available power never reaches full output and drops
21 shortly after driving. This creates uncertainty about vehicle performance and
22 usable range. HUD Feature Does Not Perform as Advertised The head-up
23 display does not show surrounding vehicle speeds as advertised, only
24 colored indicators. This removes expected situational awareness
25 information. Summary [sic] The vehicle exhibits repeated drivetrain
26 warnings, electronic access failures, and inconsistent battery performance.
27 These issues persist despite multiple service visits. I am requesting this
28 complaint be formally recorded and investigated due to potential safety
implications.

• **NHTSA ID Number: 11582811, date complaint filed: 4/13/2024, model
and year: E-TRON Sportback 2022.**

Unable to lock rear passenger side door, car displays “central locking
Malfunction” warning.

• **NHTSA ID Number: 11674537, date complaint filed: 7/18/2025,
2017 model and year: Q6 E-TRON 2025.**

What component or system failed or malfunctioned, and is it available for
inspection upon request? The vehicle experienced an electrical malfunction
that caused it to shut off or switch into an inoperable gear while in motion,

1 without driver input. A “Central Locking: Malfunction” message appeared
2 on the dashboard at the time of failure. Yes, the vehicle is currently with
3 Audi North Atlanta and is available for inspection upon request. How was
4 your safety or the safety of others put at risk? The vehicle lost power and
5 became unresponsive while I was actively driving, putting me and others at
6 risk of collision. In one instance, I was turning in an intersection on a busy
7 road when the vehicle became undrivable. On another occasion, my child
8 was in the back seat, and the car shut off despite both of us being fully
9 restrained. Has the problem been reproduced or confirmed by a dealer or
10 independent service center? Yes. The service manager at Audi North Atlanta
11 confirmed that he experienced the same issue when the vehicle switched into
12 an inoperable state after he shifted his weight in the seat while driving
13 through the parking lot. He has acknowledged this as a potential seat sensor
14 or occupancy detection issue and is currently conducting further research.
15 Has the vehicle or component been inspected by the manufacturer, police,
16 insurance representatives or others? Yes. The vehicle is currently under
17 investigation by Audi North Atlanta, and Audi’s Technical Field Manager
18 for the Atlanta region has been involved in the review process. No police or
19 insurance representatives have inspected the vehicle at this time. Were there
20 any warning lamps, messages or other symptoms of the problem prior to the
21 failure, and when did they first appear? Yes. A “Central Locking:
22 Malfunction” warning message appeared on the dashboard at the time of the
23 incidents. There were no prior warnings before the vehicle lost power and
24 became unresponsive. The issue has occurred multiple times since.

THE LOCKING DEFECT HAS HARMED PLAINTIFF AND THE CLASS

19 58. The Locking Defect has caused injury to Plaintiff and the Class.

20 59. A vehicle purchased, leased, or retained with a material defect is worth less
21 than the equivalent vehicle leased, purchased, or retained without the defect. The Locking
22 Defect is a material defect because it precludes Vehicle owners from locking and
23 unlocking their Vehicles as needed.

24 60. A vehicle purchased, leased, or retained under the reasonable assumption
25 that it is safe is worth more than a vehicle known to contain a safety defect. The Locking
26 Defect is an alarming safety defect.

27 61. Purchasers and lessees paid more for the Vehicles, through a higher purchase
28 price or higher lease payments, than they would have had the Locking Defect been

1 disclosed. Plaintiff and the Class overpaid for their Vehicles. Because of the concealed
2 Locking Defect, Plaintiff and the Class did not receive the benefit of their bargains.

3 62. Class members who purchased new or used Vehicles overpaid for their
4 Vehicles as a direct result of Defendant's ongoing violations of the TREAD Act and state
5 consumer protection laws by failing to disclose the existence of the Locking Defect.

6 63. Plaintiff and the Class have been denied the use and enjoyment of the
7 Vehicles, suffering safety hazards when their Vehicles failed to lock or unlock as needed.

8 64. The unreliability of the locking system leaves Plaintiff and Class Members
9 concerned that the system could fail to lock or unlock at any time.

10 65. The Vehicles were worth less than they would have been but for the
11 Defendant's failure to disclose and remedy the Locking Defect.

12 **CLASS ACTION ALLEGATIONS**

13 66. Plaintiff seeks relief in his individual capacity and seeks to represent a class
14 consisting of all others who are similarly situated. Pursuant to Fed. R. Civ. P. 23(a) and
15 (b)(2) and/or (b)(3), Plaintiff seek certification of a class initially defined as follows:

16 **All persons in the United States who formerly or currently**
17 **own or lease one or more of the Class Vehicles.**

18
19 67. Plaintiff also seeks relief in his individual capacity and seeks to represent a
20 sub-class consisting of all others who are similarly situated. Pursuant to Fed. R. Civ. P.
21 23(a) and (b)(2) and/or (b)(3), Plaintiff seeks certification of a sub-class initially defined
22 as follows:

23 **All persons in the State of California who formerly or**
24 **currently own or lease one or more of the Class Vehicles,**
25 **purchased and/or serviced in the State of California.**

26 68. Excluded from the Class are Defendant and its subsidiaries and affiliates,
27 Defendant's executives, board members, legal counsel, the judges and all other court
28

1 personnel to whom this case is assigned, their immediate families, and those who
2 purchased the Vehicle for the purpose of resale.

3 69. Plaintiff reserves the right to amend or modify the Class and sub-class
4 definitions with greater specificity or division into other subclasses after he has an
5 opportunity to conduct discovery.

6 70. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class is so numerous that joinder
7 of all members is unfeasible and not practicable. While the precise number of Class
8 members has not been determined at this time, Plaintiff is informed and believes that at
9 least or near 100,000 consumers in the United States have purchased or leased the Class
10 Vehicles.

11 71. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of
12 law and fact common to the Class, which predominate over any questions affecting only
13 individual Class members. These common questions of law and fact include, without
14 limitation:

- 15 a. Whether the Vehicles suffer from the Locking Defect;
- 16 b. Whether Defendant violated the CLRA, California Civil Code § 1750, *et*
17 *seq.*;
- 18 c. Whether Defendant violated the UCL, California Business and
19 Professions Code § 17200, *et seq.*;
- 20 d. Whether Defendant was negligent;
- 21 e. Whether Defendant fraudulently concealed the Locking Defect;
- 22 f. Whether Defendant is liable for a design defect;
- 23 g. Whether Defendant violated the Song-Beverly Act, California Civil Code
24 § 1790, *et seq.*;
- 25 h. Whether Defendant violated the other state statutes prohibiting unfair and
26 deceptive acts and practices; and
- 27 i. The nature of the relief, including equitable relief, to which Plaintiff and
28 the Class members are entitled.

1 72. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff’s claims are typical of the
2 claims of the Class. Plaintiff and all Class Members were exposed to uniform practices
3 and sustained injury arising out of and caused by Defendant’s unlawful conduct.

4 73. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly
5 and adequately represent and protect the interests of the members of the Class. Plaintiff’s
6 Counsel are competent and experienced in litigating class actions.

7 74. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class action is
8 superior to other available methods for the fair and efficient adjudication of this
9 controversy since joinder of all the members of the Class is impracticable. Furthermore,
10 the adjudication of this controversy through a class action will avoid the possibility of
11 inconsistent and potentially conflicting adjudication of the asserted claims. There will be
12 no difficulty in the management of this action as a class action.

13 75. Injunctive and Declaratory Relief. Fed. R. Civ. P. 23(b)(2). Defendant’s
14 misrepresentations are uniform as to all members of the Class. Defendant has acted or
15 refused to act on grounds that apply generally to the Class, so that final injunctive relief
16 or declaratory relief is appropriate with respect to the Class as a whole.

17 **FIRST CAUSE OF ACTION**

18 **(Violation of Consumer Legal Remedies Act – Civil Code § 1750, *et seq.*)**

19 76. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

20 77. Plaintiff brings this claim individually and on behalf of a Class of California
21 residents who formerly or currently own or lease one or more of the Vehicles.

22 78. This cause of action is brought pursuant to the Consumers Legal Remedies
23 Act, California Civil Code § 1750, *et seq.* (the “CLRA”) because Defendant’s actions and
24 conduct described herein constitute transactions that have resulted in the sale or lease of
25 goods or services to consumers.

26 79. Plaintiff and each member of the Class are consumers as defined by
27 California Civil Code §1761(d). Defendant intended to sell the Vehicles.

28 80. The Vehicles are goods within the meaning of Civil Code §1761(a).

1 81. Defendant violated the CLRA in at least the following respects:

- 2 a. in violation of §1770(a)(5), Defendant represented that the Vehicles
3 have approval, characteristics, and uses or benefits which they do not
4 have (because they are defective);
- 5 b. in violation of §1770(a)(7), Defendant represented that the Vehicles
6 are of a particular standard, quality or grade, when they are of another
7 (having a design defect, manufacturing defect or both);
- 8 c. in violation of § 1770(a)(9), Defendant has advertised the Vehicles as
9 safe with the intent not to sell them as advertised (with Locking
10 Defect); and
- 11 d. in violation of §1770(a)(16), Defendant represented that the Vehicles
12 have been supplied in accordance with previous representations
13 (being free of design or manufacturing defects), when they were not.

14 82. Defendant violated the Act by representing the Vehicles were safe and free
15 of defects when they were not. Defendant knew, or should have known, that the
16 representations and advertisements were false and misleading.

17 83. Defendant's acts and omissions constitute unfair, deceptive, and misleading
18 business practices in violation of Civil Code §1770(a).

19 84. If Defendant fails to rectify or agree to rectify the problems associated with
20 the actions detailed above and give notice to all affected consumers within 30 days of
21 receipt of Plaintiff's written notice pursuant to §1782 of the California Act, Plaintiff will
22 amend this Complaint to add claims for actual, punitive, and statutory damages pursuant
23 to the CLRA. Plaintiff and the Class also will seek a Court order enjoining the above-
24 described wrongful acts and practices of Defendants and for restitution, disgorgement,
25 statutory damages, and any other relief that the Court deems proper.

26 85. Defendant's conduct is malicious, fraudulent, and wanton in that Defendant
27 intentionally and knowingly provided misleading information to the public.

28

SECOND CAUSE OF ACTION

(California Unfair Competition Law – Cal. Bus. & Prof. Code § 17200, *et seq.*)

86. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

87. Plaintiff brings this claim individually and on behalf of a Class of California residents who formerly or currently own or lease one or more of the Vehicles.

88. Defendant engaged in unlawful, unfair, and/or fraudulent conduct under California Business & Professional Code § 17200, *et seq.*

89. Defendant’s conduct is unlawful in that it violates the CLRA (as set forth in the first cause of action), the TREAD Act (by failing to timely inform the NHTSA of the Locking Defect and allowing the Vehicles to be sold with the Locking Defect), and the other statutes allegedly violated herein.

90. Defendant’s conduct is unfair in that it offends established public policy and/or is immoral, unethical, oppressive, unscrupulous and/or substantially injurious to Plaintiff and Class Members. The harm to Plaintiff and Class Members arising from Defendant’s conduct outweighs any legitimate benefit Defendant derived from the conduct. Defendant’s conduct undermines and violates the stated spirit and policies underlying the CLRA and TREAD Act as alleged herein.

91. Defendant’s actions and practices constitute “fraudulent” business practices in violation of the UCL because, among other things, they are likely to deceive reasonable consumers. Plaintiff relied on Defendant’s representations and omissions.

92. As a direct and proximate result of Defendant’s violations, Plaintiff and Class Members suffered injuries in fact and lost money because they purchased the Class Vehicles at the price they paid because they believed the Vehicles to be free from defects when they were not.

93. Plaintiff, on behalf of himself and Class Members, seeks equitable relief in the form of an order requiring Defendant to refund Plaintiff and all Class Members all monies they paid for repairing and/or replacing the Vehicles, and injunctive relief in the

1 form of an order prohibiting Defendant from engaging in the alleged misconduct and
2 compelling a corrective recall campaign.

3 **THIRD CAUSE OF ACTION**

4 **(Negligence)**

5 94. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

6 95. Plaintiff brings this claim individually and on behalf of the nationwide Class,
7 or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of
8 a Class of California residents who formerly or currently own or lease one or more of the
9 Class Vehicles.

10 96. Defendant has a duty to its customers as a manufacturer of motor vehicles
11 to design, manufacture, market, and provide vehicles that, in their ordinary operation,
12 are reasonably fit for their intended uses. Defendant has a duty to adequately test its
13 Vehicles before selling to consumers worldwide.

14 97. Defendant has a duty to test Vehicles for system locking issues once
15 Defendants were on notice that its Vehicles had a propensity to fail to lock or unlock as
16 required by ordinary use.

17 98. Defendant has a duty to provide true and accurate information to the public
18 to prevent undue risks arising from the foreseeable use of its Vehicles.

19 99. At all times relevant, Defendant sold, marketed, advertised, distributed, and
20 otherwise placed Vehicles into the stream of commerce in an unlawful, unfair, fraudulent,
21 and/or deceptive manner that was likely to deceive the public.

22 100. Defendants was negligent, and breached the above duties owed to Plaintiff
23 and Class Members.

24 101. As direct and proximate causes of Defendant's breaches, Plaintiff and the
25 Class have been damaged including, but not limited to, the cost of repairs required to
26 attempt to resolve the lock failure, and the inability to satisfactorily repair the Locking
27 Defect, the financial loss of owning or leasing the Vehicles that are unsafe due to the lock
28

1 failure, and being subjected to potential risk of injury as a result of a failure to lock or
2 unlock the Vehicle.

3 **FOURTH CAUSE OF ACTION**

4 **(Product Liability – Design Defect)**

5 102. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

6 103. Plaintiff brings this claim individually and on behalf of the nationwide Class,
7 or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of
8 a Class of California residents who formerly or currently own or lease one or more of the
9 Class Vehicles.

10 104. Defendants designed, engineered, developed, manufactured, fabricated,
11 assembled, equipped, tested or failed to test, inspected or failed to inspect, repaired,
12 retrofit or failed to retrofit, failed to recall, labeled, advertised, promoted, marketed,
13 supplied, distributed, wholesaled, and sold the Vehicles and their defective locking
14 systems, which were intended by Defendants to be used as passenger vehicles and for
15 other related activities.

16 105. Defendants knew that the Vehicles were to be purchased and used without
17 inspection for Locking Defects by Plaintiff and Class Members.

18 106. The Vehicles were unfit for their intended uses by reason of the Locking
19 Defect in their manufacture, design, testing, components, and constituents, so that they
20 would not safely serve their ordinary and intended purpose.

21 107. Defendants designed and/or manufactured the Vehicles defectively,
22 causing them to fail to perform as safely as an ordinary customer would expect when
23 used in an intended or reasonably foreseeable manner.

24 108. Plaintiff and Class Members were not aware of the Locking Defect at any
25 time prior to the recent revelations regarding problems with the Vehicles.

26 109. As direct and proximate causes of the Locking Defect, Plaintiff and the Class
27 have been damaged including, but not limited to, the cost of repairs required due to the
28 Locking Defect, and the financial loss of owning the Vehicles that are unsafe.

FIFTH CAUSE OF ACTION

(Violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*)

110. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

111. Plaintiff brings this claim individually and on behalf of the nationwide Class, or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of a Class of California residents who formerly or currently own or lease one or more of the Class Vehicles.

112. Plaintiff and Class Members are “consumers” within the meaning of the Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. § 2301(3).

113. Defendant is a “supplier” and “warrantor” within the meaning of the MMWA, 15 U.S.C. § 2301(4)-(5).

114. The Vehicles are “consumer products” within the meaning of the MMWA, 15 U.S.C. § 2301(1).

115. As pleaded in detail *supra*, this Court has jurisdiction over Plaintiff’s claims pursuant to CAFA, thereby satisfying the federal court’s jurisdictional requirements.

116. Defendant affirmed the fact, promised, and/or described in writing that the Class Vehicles would meet a specified level of performance over a specified period of time.

117. Defendant’s NVLW states that Audi will cover any repairs to correct a manufacturer’s defect in material or workmanship for 4 years or 50,000 miles, whichever occurs first. The NVLW “covers any repair or replacement to correct a defect in manufacturer’s material and workmanship (i.e., a mechanical defect). Your authorized Audi dealer will repair the defective part or replace it with a new or remanufactured Audi Genuine Part free of charge.”

118. Defendant’s written affirmations of fact, promises, or descriptions related to the nature of the Vehicles and became part of the basis of the bargain between Plaintiff and Defendant. Defendant refuses to recognize or honor the written warranties and, indeed, denies the existence of these warranties. Defendant breached its written warranties

1 when the Vehicles did not perform as represented by Defendant and thereafter when
2 Defendant refused to recognize or honor the warranties. Defendant's conduct thereby
3 caused damages to Plaintiff and Class Members.

4 119. The amount in controversy of Plaintiff's individual claim meets or exceeds
5 the sum or value of \$25. In addition, the amount in controversy meets or exceeds the sum
6 or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims
7 to be determined in this suit. The Class includes far more than 100 members and this Court
8 has alternate jurisdiction over this matter under CAFA as pleaded above.

9 120. Resorting to any informal dispute resolution procedure and/or affording
10 Defendant a reasonable opportunity to cure its breach of written warranties to Plaintiff is
11 unnecessary and/or futile. At the time of sale to Plaintiff, Defendant knew, should have
12 known, or was reckless in not knowing of its misrepresentations or omissions concerning
13 the Locking Defect, but nevertheless failed to rectify the situation and/or disclose it to
14 Plaintiff. Moreover, the remedies available through any informal dispute resolution
15 procedure would be wholly inadequate under the circumstances. Accordingly, any
16 statutory requirement that Plaintiff resort to any informal dispute resolution procedure
17 and/or afford Defendant a reasonable opportunity to cure its breach of written warranties
18 is excused and, thereby, deemed satisfied.

19 121. As a direct and proximate result of Defendant's breach of written warranties,
20 Plaintiff and Class Members sustained damages and other losses. Defendant's conduct
21 caused Plaintiff and Class Members damages and, accordingly, Plaintiff and Class
22 Members are entitled to recover damages, specific performance, diminution in value,
23 costs, attorneys' fees, rescission, and/or other equitable relief as appropriate.

24 **SIXTH CAUSE OF ACTION**
25 **(Violation of Song-Beverly Consumer Warranty Act,**
26 **California Civil Code § 1790, *et seq.*)**

27 122. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.
28

1 123. Plaintiff brings this claim individually and on behalf of a Class of California
2 residents who formerly or currently own or lease one or more of the Vehicles.

3 124. Plaintiff and Class members who purchased the Vehicles in California are
4 “buyers” within the meaning of Cal. Civ. Code § 1791(b).

5 125. The Vehicles are “consumer goods” within the meaning of Cal. Civ. Code §
6 1791(a).

7 126. Defendant is a “manufacturer” of the Vehicles within the meaning of Cal.
8 Civ. Code § 1791(j).

9 127. Defendant impliedly warranted to Plaintiff and the Class that its Vehicles
10 were “merchantable” within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792;
11 however, the Vehicles do not have the quality that a buyer would reasonably expect and
12 were therefore not merchantable.

13 128. Cal. Civ. Code § 1791.1(a) states that “implied warranty of merchantability”
14 or “implied warranty that goods are merchantable” means that the consumer goods meet
15 each of the following:

16 (1) Pass without objection in the trade under the contract description.

17 (2) Are fit for the ordinary purposes for which such goods are used.

18 (3) Are adequately contained, packaged, and labeled.

19 (4) Conform to the promises or affirmations of fact made on the container or
20 label.

21 129. The Vehicles would not pass without objection in the automotive trade
22 because of the Locking Defect that cause the Vehicles to lock users in or out and fails to
23 lock as needed, leading to serious safety concerns.

24 130. Because of the Locking Defect, the Vehicles are not safe even to park and
25 thus are not fit for ordinary purposes.

26 131. The Vehicles are not adequately labeled because the labeling fails to disclose
27 the Locking Defect and its dangerous safety implications.

28

1 132. Defendant breached the implied warranty of merchantability by
2 manufacturing and selling Vehicles containing the Locking Defect.

3 133. The Locking Defect has deprived Plaintiff and the Class of the benefit of
4 their bargain and caused the Vehicles to depreciate in value.

5 134. As a direct and proximate result of Defendant's breach of its duties, Plaintiff
6 and Class Members received goods whose condition substantially impairs their value to
7 Class Members. Defendant's conduct has damaged Plaintiff and the Class through the
8 diminished value, the malfunctioning, and the nonuse of their Vehicles.

9 135. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff and Class Members are
10 entitled to damages and other legal and equitable relief including, at their election, the
11 purchase price of their Vehicles, or the overpayment or diminution in value of their
12 Vehicles.

13 136. Under Cal. Civ. Code § 1794, Plaintiff and Class Members are entitled to
14 costs and attorneys' fees.

15 **SEVENTH CAUSE OF ACTION**

16 **(Breach of Express Warranty)**

17 Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

18 137. Plaintiff brings this claim individually and on behalf of the nationwide Class,
19 or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of
20 a Class of California residents who formerly or currently own or lease one or more of the
21 Class Vehicles.

22 138. Defendant provided a New Vehicle Limited Warranty that expressly
23 warranted Defendants would repair any defects in materials or workmanship free of
24 charge during the applicable warranty periods. Defendants offer similar warranties on
25 certified used Audis and extended warranties for both new and used vehicles.

26 139. Defendant breached its express warranty by failing to provide an adequate
27 repair when Plaintiff and the class members brought their Class Vehicles to authorized
28 Audi dealerships following manifestation of the Locking Defect.

1 140. The warranty formed the basis of the bargain reached when Plaintiffs and
2 class members purchased or leased their Class Vehicles.

3 141. Many class members experienced the Locking Defect during the warranty
4 period. Despite the existence of the express warranty, Defendant failed to inform Plaintiff
5 and class members that the Class Vehicles were defective and failed to fix the Locking
6 Defect.

7 142. The limited warranty promising to repair and/or correct a manufacturing
8 defect fails in its essential purpose because Defendant has failed and/or have refused to
9 adequately provide the promised remedies within a reasonable timeframe.

10 143. As a result of Defendant's actions, Plaintiff and class members have suffered
11 economic damages including, but not limited to, costly repairs, loss of vehicle use,
12 diminished vehicle value, substantial loss in resale value of the vehicles, and other related
13 damages.

14 144. Defendant received adequate notice of the issues complained of herein by
15 complaints with the NHTSA, dealership visits, customer complaints, *inter alia*, within a
16 reasonable amount of time.

17 145. Plaintiff and the class members have complied with all obligations under the
18 warranty, or otherwise have been excused from performance of said obligations as a result
19 of Defendant's conduct described herein.

20 **EIGHTH CAUSE OF ACTION**

21 **(Breach of the Implied Warranty of Merchantability)**

22 146. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

23 147. Plaintiff brings this claim individually and on behalf of the nationwide Class,
24 or, alternatively in the event the Court declines to certify a nationwide Class, on behalf of
25 a Class of California residents who formerly or currently own or lease one or more of the
26 Class Vehicles.

27 148. A warranty that the Class Vehicles were of merchantable quality and
28 condition is implied by law in transactions for the purchase and lease of Class Vehicles.

1 Defendant impliedly warranted that the Class Vehicles were of good and merchantable
2 condition and quality, fit for their ordinary intended use, including with respect to safety,
3 reliability, operability, and substantial freedom from defects.

4 149. The Class Vehicles, when sold and leased, and at all times thereafter, were
5 not of merchantable quality or condition and are not fit for the ordinary purpose for which
6 vehicles are used. Specifically, the Class Vehicles are inherently defective in that the door
7 locks—a central and critical component of the Class Vehicles—are prone to malfunction
8 and failure due to a common defect. The Locking Defect renders the Class Vehicles
9 unmerchantable, as they are unreliable, unsafe, partially or fully inoperable, and not
10 substantially free from defects.

11 150. Defendant received adequate notice of the issues complained of herein by
12 complaints with the NHTSA, dealership visits, customer complaints, *inter alia*, within a
13 reasonable amount of time.

14 151. Plaintiff and class members have had sufficient direct dealings with either
15 Defendant or its agents (e.g., dealerships and customer service) to establish privity of
16 contract between Defendant on one hand and Plaintiff and each of the class members on
17 the other hand. Nonetheless, privity is not required here because Plaintiff and each of the
18 class members are intended third-party beneficiaries of contracts between Defendant and
19 its dealers, specifically of Defendants' implied warranties. The dealers were not intended
20 to be the ultimate consumers of the Class Vehicles and have no rights under the warranty
21 agreements provided alongside the Class Vehicles; the warranty agreements were
22 designed for and intended to benefit the end-consumers only.

23 152. As a direct and proximate result of the breach of the implied warranties,
24 Plaintiff and class members were injured and are entitled to damages.

25 **REQUEST FOR RELIEF**

26 WHEREFORE, Plaintiff, individually and on behalf of the other members of the
27 Class proposed in this Complaint, respectfully request that the Court enter judgment in
28 their favor and against Defendant, as follows:

1 A. Declaring that this action is a proper class action, certifying the Class and
2 Subclass as requested herein, designating Plaintiff Jay Parikh as Class Representative and
3 appointing the undersigned counsel as Class Counsel;

4 B. Ordering Defendant to pay actual damages (and no less than the statutory
5 minimum damages) and equitable monetary relief to Plaintiff and the other members of
6 the Class;

7 C. Ordering Defendant to pay statutory damages, as allowable by the statutes
8 asserted herein, to Plaintiff and the other members of the Class;

9 D. Awarding injunctive relief as permitted by law or equity, including
10 enjoining Defendant from continuing the unlawful practices as set forth herein, and
11 ordering Defendant to engage in a corrective recall campaign;

12 E. Equitable relief, including in the form of buyback of the Class Vehicles;

13 F. Costs, restitution, damages, including punitive damages, penalties, and
14 disgorgement in an amount to be determined at trial;

15 G. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff
16 and the other members of the Class;

17 H. Ordering Defendant to pay both pre- and post-judgment interest on any
18 amounts awarded; and

19 I. Ordering such other and further relief as may be just and proper.

20 **JURY DEMAND**

21 Plaintiff demands a trial by jury of all claims in this Complaint so triable.

22
23 Dated: March 25, 2026

Respectfully submitted,

24 /s/ Theodore Maya

25 Robert R. Ahdoot (SBN 172098)

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27 Tina Wolfson (SBN 174806)

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Audi Door Lock Lawsuit Filed Over Alleged Locking Mechanism Defect](#)
