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14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 **Robert L. Hyde, Individually**
17 **and on Behalf of All Others**
18 **Similarly Situated,**
19 **Plaintiffs,**
20 **v.**
21 **Tesla, Inc.,**
22 **Defendant.**

23 Case No.: '26CV0942 BJC MMP

24 **CLASS ACTION SEEKING**
25 **STATEWIDE RELIEF**

26 **COMPLAINT FOR DAMAGES AND**
27 **INJUNCTIVE RELIEF FOR**
28 **VIOLATIONS OF:**

- 1) **CALIFORNIA CONSUMER**
LEGAL REMEDIES ACT
("CLRA"), CAL. CIV. CODE §§
1750, *et seq.*;
- 2) **CALIFORNIA'S UNFAIR**
COMPETITION LAW ("UCL"),
CAL. BUS. PROF. CODE §§
17200, *et seq.*;
- 3) **THE SONG-BEVERLY**
CONSUMER WARRANTY ACT
("SBCWA"), CAL. CIV. CODE §§
1790, *et seq.*;
- 4) **FRAUDULENT**
CONCEALMENT; AND,
- 5) **UNJUST ENRICHMENT.**

29 **JURY TRIAL DEMANDED**

INTRODUCTION

1. This action concerns a material safety defect in tens of thousands of Tesla
2 Model S vehicles manufactured by defendant Tesla, Inc. (“Tesla” or “Defendant”)
3 from the 2023 model year to the present (the “Class Vehicles”), all which contain
4 issues that are twofold. The vehicle was designed with electrically actuated, flush-
5 mounted *exterior* door handles that require electronic extension and latch actuation
6 in order to permit opening from the outside. Further, the *interior* door handles also
7 require electronic extension and latch actuation in order to permit opening from the
8 interior. Tesla’s design renders the vehicle not reasonably escapable and not
9 reasonably rescuable following foreseeable collisions involving loss of low-voltage
10 power, fire, or emergency system shutdown (the “Defects”), especially for driver’s
11 and passengers attempting to exit from the rear of the vehicle

12. Upon information and belief, Defendant has long known about these Defects
13 and/or at a minimum the inherent risks associated with utilizing their design.

14. This presents a significant safety risk to consumers and the general public,
15 especially to passengers in the rear of the vehicle, following easily foreseeable
16 collisions involving loss of low-voltage power, fire, or emergency system shutdown,
17 particularly for occupants in the rear seats of the vehicle if they are unable or are not
18 on notice that they must pull a hidden manual cable beneath the carpeting underneath
19 the rear seats in order to open the rear doors.

20. Despite complaints from customers, and numerous instances of the public
21 being locked and trapped inside the Class Vehicles, upon information and belief,
22 Defendant has not taken action to prevent or rectify this material safety defects.

23. Plaintiffs Robert L. Hyde (“Hyde” or “Plaintiff”) and the Class (as defined
24 below) suffered an economic injury as a result of the Defects and Defendant’s
25 concealments about the safety of the Class Vehicles at the time of purchase.

26. Accordingly, Plaintiff brings this action on behalf of himself, and other
27 similarly situated individuals against Defendant regarding the Defect.

JURISDICTION AND VENUE

1 7. This Court has original jurisdiction over this action under the Class Action
 2 Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d) because: (a) the amount in
 3 controversy exceeds \$5,000,000, exclusive of interest and costs; (b) the proposed
 4 Class consists of more than 100 Class Members; (c) minimal diversity exists; and
 5 (d) none of the exceptions under the subsection apply to this action.

6 8. This Court has personal jurisdiction over Defendant because Defendant
 7 conducts business within this District; and Plaintiff was injured within this District,
 8 where the transaction occurred.

9 9. Defendant has sufficient minimum contacts in and within this District and has
 10 intentionally availed itself of the markets within California through the sale and
 11 provision of its goods and services to render the exercise of jurisdiction by this Court
 12 reasonable.

13 10. Venue is proper in the United States District Court for the Southern District
 14 of California pursuant to 28 U.S.C. § 1331(b) because a substantial part of the events
 15 giving rise to the claims alleged herein occurred within this judicial District and
 16 Defendant conducts substantial business within this judicial District and Plaintiff
 17 resides within this District (in the County of San Diego).

PARTIES

19 11. Plaintiff is, and at all times mentioned herein was, a natural person, individual
 20 citizen and resident of the County of San Diego, State of California.

21 12. Upon information and belief, Defendant is a Delaware corporation, with its
 22 principal place of business located in Austin, Texas. Plaintiffs are further informed
 23 and believe that Defendant conducts business throughout the State of California,
 24 including within the County of San Diego and is registered as a foreign corporation
 25 in California.

26 13. Upon information and belief, Defendant owns and manufactures the Tesla
 27 Model S.

14. Upon information and belief, Defendant designs, manufactures, and markets
1 these Class Vehicles.

2 **FACTUAL ALLEGATIONS**

3 **A. Background on the Tesla Model S**

4 15. The Tesla Model S was first introduced to the market for the 2012 model year.

5 16. These vehicles are all electric and run on a series of high voltage batteries,
6 which requires the vehicles to be periodically charged through a power outlet.

7 17. The doors on the Model S are electrically actuated, flush-mounted *exterior*
8 door handles that require electronic extension and latch actuation in order to permit
9 opening from the outside.

10 18. Due to the fact that the Tesla Model S is equipped with flush-mounted exterior
11 door handles that remain retracted during normal operation and must be electrically
12 extended outward before the door can be opened from the exterior, opening the door
13 from the outside requires the proper functioning of the vehicle's low-voltage
14 electrical system and electronic door latch mechanisms.

15 19. In the event that the vehicle is involved in a collision, an event which is both
16 foreseeable and commonplace, and/or in an event where there is an issue with the
17 battery, there is often a loss of low-voltage electrical power and/or emergency
18 system shutdown. As a result, the exterior door handles fail to extend or actuate, and
19 the doors cannot be promptly opened from the outside by occupants, bystanders, or
20 first responders during the critical rescue window

21 20. Further, the *interior* door handles also require electronic extension and latch
22 actuation in order to permit opening from the interior.

23 21. The interior rear doors are operated by a push button, and while the front doors
24 of the vehicle have readily accessible manual emergency releases for the doors, the
25 rear doors of the vehicle do not have the same readily accessible and/or discernable
26 manual emergency door releases.

1 22. Tesla's rear door emergency manual release concept and location have been
2 remarkably consistent for a long time over the years.

3 23. Early Model S documentation (older manual 2012-2014) describes that if the
4 car has no electrical power, you open the rear doors by folding back the carpet below
5 the rear seats to expose a mechanical release cable, then pulling the cable toward the
6 center.¹

7 24. The current Model S Owner's manual still describes the rear door "no power"
8 procedure the same way: fold back the carpet below the rear seats to expose the
9 mechanical release cable and pull it toward the center of the vehicle.²

10 25. The current Model S Owner's manual still describes the rear door "no power"
11 procedure the same way: fold back the carpet below the rear seats to expose the
12 mechanical release cable and pull it toward the center of the vehicle.

13 26. Further, Tesla interior manual door release mechanisms are designed in such
14 a way that the rear emergency release is hidden and not reasonably discoverable or
15 usable by an average occupant under emergency conditions, particularly given the
16 forces, disorientation, and time constraints inherent in a serious motor vehicle
17 collision.

18 27. In such instances, opening the door from the inside requires the proper
19 functioning of the vehicle's low-voltage electrical system and electronic door latch
20 mechanisms. In the event that the vehicle is involved in a collision where there is a
21 loss of low-voltage electrical power and/or an emergency system shutdown, Tesla's
22 "solution" is to require occupants to effectively locate and pull apart part of a small
23 cut section in the carpeting beneath the rear seats, find and locate a cable within it,
24 and pull it toward the center of the vehicle, none of which would be easily

25
26 ¹ Tesla Model S Owner's Manual V5.9, Opening Interior Doors with No Power, pg.
27 7.

28 ² Tesla Model S Owner's Manual 2021+, Software Version 2026.2.3, Opening a
Rear Door with No Power, pg. 229.

1 discernable to any rear seat occupant and all while enduring the stress of being
2 trapped in a potential dangerous vehicle or condition.

28.

3 **B. The Defect on the Class Vehicles Presents a Significant Safety Concern**

4 29. The Class Vehicles suffer from Defects that presents a significant safety
5 concern to drivers and passengers that is not properly disclosed at the time of
6 purchase.

7 30. The doors of the Class Vehicles are intentionally designed with flush-mounted
8 *exterior* door handles that require electronic extension and latch actuation in order
9 to permit opening from the outside, which unlike most cars will not be accessible in
10 the event of a power failure.

11 31. Furthermore, the rear manual emergency release mechanisms for the doors
12 are designed in such a way that the rear emergency release is hidden and not
13 reasonably discoverable or usable by an average occupant under emergency or
14 power loss conditions.

15 32. The Class Vehicles, as defined herein, each have hidden and not easily
16 discernable emergency rear door manual releases and require each occupant to be
17 intimately familiar with the manual release location in the rear of the vehicle. Thus,
18 all Class Vehicles suffer from this same Defects.

19 33. Defendant knows of the Defects and intentionally failed to provide a readily
20 available non-electric way to open the vehicle doors in the event of a battery failure
21 from the outside of the vehicle, and intentionally failed to provide a readily available
22 and discernable manual door release in the rear of the vehicle, unlike other electric
23 vehicle manufacturers.

24 34. These Defects presents significant safety risks to both drivers and passengers
25 of these Class Vehicles, including because passengers (especially children, the
26 elderly and the disabled) can easily become locked in the car in the event of a power
27 failure. Just recently, an owner of a Model Y with similar defects as Model S

1 perished in a vehicle when he could not manually open the doors of his burning
 2 Tesla. According to a Detroit News article dated February 5, 2026, Samual
 3 Tremblett was trapped in his Model Y after a collision and contacted emergency
 4 services. He pleaded with the 911 operator "I can't get out, please help me" and
 5 "it's on fire. Help please, I'm going to die" according to the lawsuit he filed.³
 6 Unfortunately, the design decisions of Tesla render the car a potential death trap in
 7 serious emergency conditions

8 35. Defendant knew (or at the very least should have known) of the Defects in the
 9 Class Vehicles yet has failed to disclose the Defects to consumers or even properly
 10 inform consumers how to open the vehicle in the event of a battery failure.
 11 Defendant concealed and/or otherwise failed to disclose, reveal, or provide notice to
 12 customers, including Plaintiffs and Class Members, in Defendant's advertising,
 13 labeling or otherwise that the Class Vehicles were, and still are, defective and are
 14 worth less than they should be, if they were not defective. This is especially true in
 15 emergency conditions as previously herein described. Rather than address the
 16 Defects, Defendant has failed to provide any remedy to Class Members.

17 C. Defendant Has Failed to Address the Defect

18 36. The conditions described herein substantially impair the use, safety, and
 19 value of the vehicle. Tesla and its representatives have repeatedly refused to repair
 20 the defective systems, in breach of the express warranty provided.

21 37. Tesla and its representatives are unable to repair the defects and have refused
 22 to replace the vehicle or refund to Hyde the money paid for the vehicle pursuant to
 23 Civil Code section 1793.2.

24 38. As a result, the consideration received by Hyde under the contract has failed
 25 in whole or material part through the fault of Tesla and its representatives at Tesla.

26 39. These tedious and multi-step processes is not only not feasible for the average

27 ³ [https://www.detroitnews.com/story/business/autos/2026/02/05/trapped-tesla-
 28 drivers-911-call-its-on-fire-help-please/88526968007/](https://www.detroitnews.com/story/business/autos/2026/02/05/trapped-tesla-drivers-911-call-its-on-fire-help-please/88526968007/)

1 driver/owner of the vehicle, but it presents **significant safety concerns for drivers**
2 **and passengers** (particularly, children, the elderly and disabled, and even pets) who
3 run the risk of getting locked inside the vehicle.

4 40. Even though there is a hidden cable underneath the rear seat carpet, if the
5 passenger is unaware of it, unable or does not know how to pull that emergency
6 manual release, there is no way to quickly enter the vehicle from the outside in the
7 instance of a battery failure other than breaking the windows.

8 41. Upon information and belief, Defendant knew (or at the very least should have
9 known) of the Defects in the Class Vehicles yet has failed to disclose the Defects to
10 consumers or even properly inform consumers how to open the vehicle in the event
11 of a battery failure or emergency.

12 42. Plaintiff further informed and believes that Defendant concealed and/or
13 otherwise failed to disclose, reveal, or provide notice to customers, including
14 Plaintiff and Class Members, in Defendant's advertising, labeling or otherwise that
15 the Class Vehicles were, and still are, defective and are worth less than they should
16 be, if they were not defective.

17 43. Rather than address the Defects, Defendant has failed to provide any remedy
18 to Class Members.

19 **D. Factual Allegations Pertaining to the Named Plaintiff**

20 44. On or about February 17, 2023, Plaintiff purchased a brand new 2023 Model
21 S (ending in VIN Number 1469) from Tesla, Inc.

22 45. Unbeknownst to Plaintiff at the time of the purchase of his vehicle, he suffered
23 an economic injury due to the Defects (that was concealed at the time of purchase of
24 his Model S).

25 46. As would a typical consumer, Plaintiff reasonably believed upon purchase that
26 his Model S would be fit for the ordinary purpose for which it was used, i.e., to be
27 able to access the vehicle safely, even in the event of a battery failure, and for him
28 and his passengers to be able to easily and readily discern manual ways and be able

1 to manually and safely exit the vehicle in the event of a power failure or emergency.

2 47. However, what Plaintiff did not know at the time of purchase, was that his
3 Model S contained the material Defects herein already described.

4 48. The Defects on Plaintiff's Tesla Model S and the other Class Vehicles poses
5 safety risks and other inconveniences as described above and otherwise impairs the
6 utility and value of the vehicle.

7 49. Consequently, if ordinary reasonable consumers had known of the Defects,
8 they naturally would consider it an important and material fact in deciding whether
9 to purchase or lease a Class Vehicle and/or how much to pay for it.

10 **Defendant's Misconduct Injured Plaintiffs and the Class**

11 50. The Defects on Plaintiff's Model S and the other Class Vehicles poses safety
12 risks and other inconveniences as described above and otherwise impairs the utility
13 and value of the vehicle.

14 51. Consequently, if ordinary reasonable consumers had known of the Defects,
15 they naturally would consider it an important and material fact in deciding whether
16 to purchase or lease a Class Vehicle and/or how much to pay for it.

17 52. As a long-time automotive manufacturer, which has likely conducted
18 numerous customer surveys and fielded thousands of complaints and warranty
19 claims from consumers, Defendant was aware that ordinary reasonable consumers
20 generally expect defect-free automobiles when they make a substantial investment
21 to purchase or lease.

22 53. Defendant could and should have informed Plaintiff and the Class of the
23 Defects, rather than concealing it and/or failing to warn consumers about the risk
24 associated with a battery failure, the ability to access the Class Vehicles from the
25 exterior, and the requirements to escape the rear of the vehicle. Such information
26 could have been conspicuously provided through advertising and marketing
27 campaigns; on-vehicle labeling, stickers, and placards; brochures; pamphlets;
28 dealership personnel and agents; the internet and social media outreach; and through

1 full and complete disclosure through recalls.

2 54. Such information could easily have been made known to Plaintiff and the
3 Class by Defendant before Plaintiff and the Class purchased their Class Vehicles,
4 such as through their interactions with Defendant's dealership personnel and agents;
5 all the various marketing and advertising Defendant undertake (including through
6 television, internet, social media, sporting events, and other media); by looking at
7 their vehicles, upon which Defendant could have affixed a warning about the Defects
8 which Plaintiff would have necessarily seen by looking and sitting in the vehicle
9 itself; and/or through the mail or email, as Defendant could have sent out—and
10 indeed, regularly do send out—for the many recalls Defendant routinely issues each
11 year.

12 55. Despite having knowledge of the Defects as detailed above—knowledge far
13 superior to that of ordinary consumers such as Plaintiff and the Class—Defendant
14 remained silent about the Defects for the Class Vehicles, and even worse, continues
15 to sell the Class Vehicles with these dangerous Defects, when Defendant should
16 have issued a recall.

17 56. As a result, the public—including prospective purchasers and lessors like
18 Plaintiff and the Class—were unaware of the Defects at the time they purchased their
19 Class Vehicles.

20 57. Indeed, Plaintiff and the Class bought Class Vehicles in reliance on the fact
21 that the vehicles were fit for their ordinary purposes and did not contain a dangerous
22 Defect.

23 58. Defendant intended to mislead, and in fact misled, ordinary reasonable
24 consumers—including Plaintiff and the Class—through its omissions, active
25 concealment and/or failure to warn of the Defects.

26 59. Defendant did so with the intent to generate and increase sales of the Class
27 Vehicles, thereby increasing its share of the automobile market and avoiding the
28 expense of modifying its vehicle design to eliminate the dangers as herein described.

1 60. The Class Vehicles have a diminished value compared to the price they
2 commanded when purchased or leased by Plaintiff and the Class because disclosure
3 of the Defects would influence the purchasing and leasing decisions of ordinary
4 reasonable consumers, including their valuation and willingness to pay for the Class
5 Vehicles.

6 61. If an individual is required to break a window to access the inside of the Class
7 Vehicles or free a trapped passenger in the event of a power failure or emergency,
8 costs for repair can cost thousands of dollars.

9 62. Plaintiff and the Class lost money as a result of Defendant's conduct because
10 they did not receive what they reasonably believed they were paying for due to
11 Defendant's omission, active concealment, and/or failure to warn of the dangerous
12 Defects, while Defendant realized a commensurate unearned gain because it did not
13 deliver to Plaintiff and the Class what it reasonably expected to receive in exchange
14 for the money it paid.

15 63. As a result of Defendant's misconduct, Plaintiff and the Class suffered
16 economic injury at the time of purchasing or leasing their Class Vehicles.

17 64. Particularly, either they purchased or leased vehicles that they otherwise
18 would not have, or they paid more to own or lease their Class Vehicles than they
19 would have paid had the Defects been timely disclosed.

20 65. Because the existence of the Defects in the Class Vehicles would have been
21 patently material to a reasonable consumer, Plaintiff and the Class would not have
22 purchased or leased the Class Vehicles and/or would not have paid as much for them
23 were the Defects not concealed.

24 66. Defendant's concealment caused Plaintiff and the Class to pay more for the
25 Class Vehicles than they otherwise would have, or to purchase or lease the Class
26 Vehicles when they otherwise would have chosen not to.

27 67. Stated differently, absent Defendant's misconduct, Plaintiff and the Class
28 would only have been willing to pay less for the Class Vehicles, if they were willing

1 to purchase or lease them at all.

2 68. By concealing and not disclosing the Defects (which is dangerous to drivers
3 and their passengers), Defendant distorted the true value of every Class Vehicle such
4 that every Plaintiff and Class member received a vehicle of different and
5 substantially lesser value—one with a higher effective cost—than they reasonably
6 believed they were receiving.

7 69. Indeed, Plaintiff and the Class surrendered more and acquired less in their
8 transactions than they would have if Defendant had disclosed the Defect.
9 Accordingly, Plaintiff and the Class did not realize the benefit of the bargain in
10 purchasing and leasing the Class Vehicles, and their expectations as ordinary
11 reasonable consumers were not met.

12 70. In effect, Plaintiff and the Class paid substantially more than the market value
13 represented by the price bargained for, as Plaintiff and the Class bargained on a
14 particular market value for their respective Class Vehicles. Because the Defendant's
15 misconduct resulted in Plaintiff receiving less than they bargained for, Plaintiff and
16 the Class effectively paid a higher price than that reflected in the market price.

17 71. The cost of every Class Vehicle would have been lower absent Defendant's
18 concealment of the Defects and its related misconduct, and Plaintiff and the Class
19 detrimentally altered their positions and suffered damages in an amount no less than
20 the difference in value between what Plaintiff and the Class reasonably believed they
21 were paying for and the value of the Class Vehicle they actually received.

22 TOLLING OF THE STATUTE OF LIMITATIONS

23 A. The Statute of Limitations Did Not Begin to Run Because Class 24 Members Did Not Discover and Could Not Discover Their Claims Based 25 on the Defect

26 72. Plaintiff and the Class had no knowledge of Defendant's misconduct,
27 including the omissions and concealment alleged herein, or of facts sufficient to
28 place them on inquiry notice of the claims set forth herein.

1 73. Plaintiff and the Class did not discover, and could not discover, through the
2 exercise of reasonable diligence, the fact that Defendant had manufactured and/or
3 sold the Class Vehicles with the concealed Defects.
4

5 74. The limited, though probative, disclosures and revelations alleged in this
6 Complaint required extensive investigation by counsel who suspected, and then
7 became aware of, the Defects.
8

9 75. Ordinary consumers do not have detailed knowledge of vehicle systems and
10 components, although they are justified in expecting their vehicles to be free of
11 substantial safety defects like the Defects at issue in this action.
12

13 76. Defendant maintains exclusive control over its proprietary design materials
14 and other technical information that would have revealed the existence and nature
15 of the Defects and the ways in which it manifests when operating a Class Vehicle.
16 Plaintiff and the Class had no access to those materials or to any substitute that
17 ordinary diligence would have revealed and, as a result, they could not reasonably
18 have been expected to discover the Defects.
19

20 77. No information in the public domain at the time of their purchases or leases
21 by Plaintiff and the Class sufficed to reveal Defendant's misconduct earlier,
22 including its omissions and concealment of the Defect, or the Defect itself.
23

24 78. Accordingly, the statute of limitations did not begin to run because Plaintiffs
25 and the Class did not discover and could not discover their claims, or, in the
26 alternative, because fraudulent concealment tolled the statute of limitations.
27

28 79. Defendant concealed the Defects and has continued to do so up through the
date this action was filed. It did and does so to create the false impression in the
minds of Plaintiff and the Class that the Class Vehicles were merchantable and that
their component parts were able to perform their intended function safely and
reliably.
80.

Plaintiff and the Class were justified in not bringing the claims earlier based
on Defendant's failure to inform Plaintiff and the Class of the existence, nature,

1 extent, and scope of the Defects or its manifestations in Class Vehicles.

2 81. For the foregoing reasons, the claims asserted in this action accrued much
3 later than the time Plaintiff and the Class purchased and leased their Class Vehicles,
4 and this action is timely.

5 **B. Fraudulent Concealment Tolled the Statute of Limitations.**

6 82. In the alternative, and based upon the same facts alleged above, application of
7 the doctrine of fraudulent concealment tolled the statute of limitations on the claims
8 asserted here.

9 83. Plaintiff and members of the Class were unaware of the Defects and
10 Defendant's misconduct when they purchased or leased their Class Vehicles.

11 84. Defendant's affirmative acts and omissions alleged herein were wrongfully
12 concealed and carried out in a manner that precluded detection of both the acts and
13 omissions themselves, and the existence, nature, extent, and scope of the Defects
14 and its manifestations in Class Vehicles.

15 85. By its very nature, Defendant's misconduct was inherently self-concealing.
16 Vehicle systems and components are subject to regulations and other laws governing
17 their safety and merchantability.

18 86. Plaintiff and members of the Class reasonably expected the Class Vehicles,
19 including their systems and components, to meet or exceed such standards.

20 87. Accordingly, a reasonable person under the circumstances would have no
21 cause to investigate the legitimacy of Defendant's conduct before or after purchasing
22 or leasing a Class Vehicle and would have faced extreme difficulty in discerning the
23 Defects that they had no reason to suspect in the first place.

24 88. Because the misconduct was both self-concealing and affirmatively concealed
25 by Defendant, Plaintiff and members of the Class had no knowledge of the
26 misconduct, or of any facts or information that would have caused a reasonably
27 diligent person to investigate whether misconduct existed until counsel revealed the
28 Defects to Plaintiff based upon extensive and also recent investigation.

1 89. For these reasons, the statute of limitations as to Plaintiff's and the Class's
2 claims did not begin to run and has been tolled with respect to the claims that
3 Plaintiff allege in this Complaint and any others that might relate to it.

4 90. Further, the statute of limitations was tolled as a result of Defendant's
5 purposeful nondisclosure and other misconduct alleged herein, under the fraudulent
6 concealment doctrine.

7 **CLASS ACTION ALLEGATIONS**

8 91. Plaintiffs seek to certify a California Class pursuant to Federal Rules of Civil
9 Procedure 23(a), 23(b)(2), and/or 23(b)(3), defined as:

10 All persons within the State of California who (a)
11 purchased and still own, and/or (b) lease or leased, at least
12 one new Class Vehicle for the 2023 through 2026 model
years.

13 92. Excluded from the Class is Defendant and its board members, executive-level
14 officers, attorneys, and immediate family members of any such persons; the Court,
15 the Court's immediate family, and the Court staff; and any person who asserts a
16 personal injury or wrongful death claim caused by the Defects.

17 93. **Numerosity.** Upon information and belief, Defendant sold over 51,800 Class
18 Vehicles throughout the United States from 2023 to the present.⁴ Therefore, upon
19 information and belief, the Class is comprised of a sufficiently large group of
20 individuals—believed to be in the thousands, if not more—and thus is so large that
21 it is impracticable to join all members of the Class before the Court as individual
22 plaintiffs.

23 94. **Typicality.** Plaintiff is a member of the Class in which he seeks to represent
24 and bring claims typical of those Classes (which are typical of one another as well)
25 because Plaintiff—like all other Class Members—purchased or leased a Class
26 Vehicle designed, manufactured, marketed, distributed, sold, and/or leased by

27
28 ⁴ <https://www.goodcarbadcar.net/tesla-model-s-sales-figures-usa-canada/>

1 Defendant.

2 95. Plaintiff and each member of the Class received less than the full value of the
3 Class Vehicles due to the Defects and Defendant's uniform omissions and
4 concealment of the Defects. Class members, as ordinary reasonable consumers like
5 Plaintiff, would not have purchased the Class Vehicles or paid as much to own or
6 lease them had Defendant not concealed the Defects, which was unknown to
7 Plaintiff and the Class alike.

8 96. Thus, Plaintiff and the Class have all been damaged by Defendant's pattern
9 of misconduct—which is common to all Class members—and have suffered the
10 same economic harms. In other words, Defendant's misconduct is common to all
11 Class Members and constitutes a shared factual nexus of injury to the Class.

12 97. Plaintiff and the Class were exposed to the same or substantially similar
13 material omissions regarding the electronic doors of the Class Vehicles; as ordinary
14 consumers, all shared reasonable and foreseeable expectations regarding the safety
15 and merchantability of the Class Vehicles; and all were harmed by the same
16 omissions—namely, Defendant's concealment of the Defects.

17 98. Plaintiff and each Class Member suffered economic damages that are
18 calculable on a class-wide basis. The claims all arise from a single course of conduct
19 and each Class member would therefore individually bring substantively identical
20 legal and factual arguments to establish Defendant's liability for its misconduct.

21 99. There are no defenses available that are unique to the Plaintiff.

22 100. **Commonality & Predominance.** The Class is united by a shared of
23 interest in obtaining appropriate remedies, including injunctive relief, repair or
24 replacement of the defective vehicles, restitution, damages, and other available relief
25 designed to redress Defendant's wrongful conduct.

26 101. This action involves questions of law and fact that are common to the
27 Class that are susceptible to common answers and that predominate over any
28 individual questions specific to any Class Member. These include, but are not

1 limited to the following:

- 2 a. Whether the Class Vehicles contain the Defects;
- 3 b. Whether the Defects constitutes a material fact to an ordinary
4 reasonable consumer;
- 5 c. Whether an ordinary reasonable consumer would have purchased or
6 leased a Class Vehicle had the Defects been disclosed;
- 7 d. Whether an ordinary reasonable consumer would have paid less
8 money to purchase or lease a Class Vehicle had they known of the
9 Defect—and if so, how much less they would have paid;
- 10 e. Whether the Class Vehicles commanded a premium relative to their
11 actual value in light of the undisclosed Defects;
- 12 f. Whether and when Defendant had actual or constructive knowledge of
13 the Defects;
- 14 g. Whether Defendant had and has a duty to disclose the Defects to the
15 Class and whether it fraudulently concealed the Defects;
- 16 h. Whether and to what extent Defendant is liable for damages,
17 restitution, diminution in value, out-of-pocket expenses, and other
18 losses incurred by the Class as a result of the Defects;
- 19 i. Whether Defendant should be declared legally and financially
20 responsible for notifying the Class of the Defects and of their right to
21 whatever relief to which the Class is entitled; and
- 22 j. Whether and to what extent other equitable or injunctive relief is
23 appropriate to remedy the harms caused by Defendant's misconduct
24 and to prevent further such harms.

25 102. These common issues will drive the resolution of the litigation in that
26 their determination will resolve in one stroke issues that are central to the validity
27 of each Class Member's claims.

28 103. The factual and legal issues identified above:

- 1 a. Remain common to the Class;
- 2 b. Arise from a common course of conduct and systemic policy
- 3 decisions made by Defendant;
- 4 c. Predominate in number and importance over questions that
- 5 may not be common to the class; and
- 6 d. Preclude neither class-wide calculation of damages nor the
- 7 methodological determination of how such damages should be
- 8 allocated among Class members.

9 104. **Adequacy of Representation.** Plaintiff is an adequate Class
10 representative because Plaintiff's interests do not conflict with the interests of the
11 Class Members. Plaintiff commits to protecting the interests of the Class without
12 exercising personal interest or otherwise acting in a manner inconsistent with the
13 best interests of the Class generally.

14 105. Plaintiff has retained attorneys with exceptional experience in
15 complex litigation, including extensive class action experience and experience in
16 handling consumer protection cases and product liability cases, including
17 automobile defect claims.

18 106. The firm and lead counsel for the firm retained by Plaintiff also has
19 substantial trial experience, individually and collectively. Plaintiff and his attorneys
20 will responsibly, ethically, and vigorously advocate on behalf of the Class, and
21 Plaintiff's counsel have ample resources to do so.

22 107. **Superiority.** This class action is superior to the other means available
23 to the Class to obtain relief because:

- 24 a. The damages suffered by individual Class Members are relatively
25 small compared to the burden and expense of individual litigation of
26 the claims described here against Defendant so that making the Class
27 whole in the absence of a class action is unlikely and impracticable;
- 28 b. Class Members accordingly have relatively less interest in individually

controlling the prosecution of separate actions (if they even are aware of the issue); and it cannot be said that the interests of individuals pursuing individual cases in conducting separate lawsuits is so strong as to call for denial of a class action;

- c. Denial of class treatment runs the risk of establishing incompatible standards of conduct for Defendant, discouraging the prosecution of meritorious but relatively small claims, and it may result in adjudications which would be dispositive of the interests of other Class Members who are not parties to the adjudication, or otherwise substantially impair the ability of Class Members (and Defendant) to protect their rights and interests;

108. Defendant has no facially plausible interest in defending against separate, geographically dispersed claims and, in fact, that would be more burdensome to Defendant than defending against all potential claims in a single forum and proceeding.

109. Likewise, the judicial system has no interest in burdening a number of courts when the claims of a cohesive class can be fairly and efficiently concentrated and managed by this Court.

110. The claims are indeed manageable because they are governed by one state's law.

111. Further, the class procedure is designed to result in the fair, uniform, and efficient adjudication of the sorts of claims presented by this Complaint.

112. Defendant's misconduct impacts all Class Members, whose losses are capable of calculation on a Class-wide basis.

113. **Injunctive and Declaratory Relief.** Defendant has acted or refused to act on grounds generally applicable to the Class, making the award of equitable relief and/or restitution appropriate to the Class in its entirety.

114. Certification of particular issues would move the litigation forward

1 efficiently and would save money, time, and judicial resources for all involved,
2 regardless of whether the action as a whole might be certified.

3 **FIRST CAUSE OF ACTION**

4 **Violations of the Consumer Legal Remedies Act (“CLRA”)**

5 **(Cal. Civ. Code §§ 1750, *et seq.*)**

6 **(On Behalf of Plaintiff and the California Class)**

7 115. Plaintiff realleges and incorporates herein by reference the allegations
8 contained in all preceding paragraphs, and further alleges as follows:

9 116. Plaintiff brings this cause of action against Defendant on behalf of
10 themselves and the California for violation of the CLRA.

11 117. Defendant is a “person” under California Civil Code § 1761(c).

12 118. Plaintiff is a “person” under California Civil Code § 1761(c).

13 119. Plaintiff and the Class are “consumers” under California Civil Code §
14 1761(d) because they purchased Class Vehicles primarily for personal, family, or
15 household use.

16 120. The purchase of Class Vehicles by Plaintiff and the Class, constitute
17 “transactions” within the meaning of California Civil Code § 1761(e).

18 121. The Class Vehicles are “goods” within the meaning of California Civil
19 Code § 1761(a).

20 122. Defendant’s violations of the CLRA occurred repeatedly in
21 Defendant’s trade or practice—including the design, manufacture, distribution,
22 marketing, sale, and lease of the Class Vehicles.

23 123. Defendant violated California Civil Code § 1770(a)(5) by representing
24 that the Class Vehicles had a characteristic that they did not actually have—i.e.,
25 knowingly omitting the fact that Class Vehicles included Defects, making Class
26 Vehicles, and their door systems, unfit for the ordinary purposes for which they were
27 used.

28 124. Defendant violated California Civil Code § 1770(a)(7) by representing

1 that the Class Vehicles were of a particular quality, grade, or standard when, in fact,
2 they were not of that quality, grade, or standard.

3 125. Defendant violated California Civil Code § 1770(a)(16) by representing
4 that the subject of a transaction has been supplied in accordance with a previous
5 representation when it has not.

6 126. Defendant had a duty to disclose the Defect because:

- 7 a. The exclusive and reliable operation and functionality of the Class
8 Vehicles' doors is central to the secure and reliable function of the
9 Class Vehicles as a whole, including ensuring drivers and
10 passengers can enter and exit the vehicles in the event of a power
11 failure or emergency;
- 12 b. Defendant was in a superior position to know that the Defects
13 existed as the designers, manufacturers, assemblers, distributors,
14 marketers, and warrantors of the Class Vehicles, and Defendant
15 remains in that position as to the vast majority of unwitting Class
16 Members;
- 17 c. Plaintiff and the Class were not involved in the design or
18 manufacture of the Class Vehicles, and as such could not be
19 expected to learn or know about the existence and cause of the
20 Defects;
- 21 d. Defendant knew that Plaintiff and the Class lacked access to the
22 design and manufacturing materials necessary to understand the
23 existence and cause of the Defects; and,
- 24 e. Defendant knew that ordinary reasonable consumers would expect
25 the Class Vehicles to be free of significant defects central to the
26 security and safety of the vehicles such that the Defects would
27 constitute a material fact in any purchasing or leasing decision, i.e.,
28 it would have influenced any and every reasonable consumer's

purchasing or leasing decision, including whether and how much to pay to purchase or lease a vehicle.

127. Ordinary reasonable consumers have no general appreciation of the components and subcomponents of vehicles and vehicle systems but would expect the vehicle to be well-designed and to offer a reasonable level of safety and reliability when used as intended.

128. Every ordinary and objectively reasonable consumer would expect the Class Vehicles to be free of significant defects central to the safety of the vehicles and thus implicitly and necessarily would hold such an expectation as to the door system and its component parts.

129. The reliable and proper functioning of the door system and vehicle door are a material component of a vehicle transaction.

130. Accordingly, every ordinary and objectively reasonable consumer would have considered the Defects to be an important and material fact that would have substantially influenced their decision of whether to purchase or lease a Class Vehicle and how much to pay, if anything.

131. Every ordinary and objectively reasonable consumer acting reasonably under the circumstances would have been deceived by Defendant's misconduct, including its concealment of the Defects.

132. As a direct, foreseeable, and proximate result of Defendant's deceptive practices, Plaintiff and every member of the Class:

- a. Purchased or leased a Class Vehicle they otherwise would not have purchased or leased or paid more than they otherwise would have;
 - b. Thereby suffered an ascertainable loss of money, property, and value of the Class Vehicles; and
 - c. Suffered actual damages and other economic harms because of the latent Defects, including the losses described elsewhere in this Complaint.

133. Due to Defendant's original and continuing misconduct alleged
1 throughout this Complaint, Plaintiff and the Class are entitled, pursuant to California
2 Civil Code § 1780, to injunctive, declaratory, and equitable relief, including an order,
3 judgment, and other judicial action, decision, or proclamation:

- 4 a. Declaring that the Class Vehicles' door systems as defective;
- 5 b. Declaring that Defendant's conduct violated the CLRA;
- 6 c. Declaring that Plaintiff and the Class are entitled to reimbursement or
7 restitution for money spent on the Class Vehicles; and
- 8 d. Enjoining Defendant from continuing to violate the CLRA.

134. On February 13, 2025, Plaintiff, through counsel, sent a notice of
1 violations and demand for corrective action to Defendant pursuant to Cal. Civ. Code
11 § 1782(a) (the "CLRA Demand"), via certified mail, return receipt requested.
12

135. Plaintiff and the Class are entitled to, and seek, injunctive relief
14 prohibiting such conduct in the future.

136. Attached hereto as **Exhibits A** is the venue affidavit of Plaintiff
15 pursuant to California Civil Code § 1780(d).

137. Pursuant to California Civil Code § 1782(d), Plaintiff reserves the right
16 to amend the Complaint to seek damages and attorneys' fees as to this cause of action
17 should Defendant, within thirty (30) days of receiving the CLRA Demand, fail to
18 provide Plaintiff with an appropriate correction, repair, replacement, or other remedy,
19 and/or offer no relief or cure for the Class Members.
20

21 **SECOND CAUSE OF ACTION**

22 **Violations of California's Unfair Competition Law ("UCL"),**

23 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

24 **(On Behalf of Plaintiff and the California Class)**

25 138. Plaintiff realleges and incorporates herein by reference the allegations
26 contained in all preceding paragraphs, and further alleges as follows:
27

28 139. Plaintiff brings this cause of action against Defendant on behalf of

1 themselves and the California Class for violation of the UCL.

2 140. The UCL defines “unfair business competition” to include any
3 “unlawful, unfair or fraudulent” act or practice.

4 141. The UCL imposes strict liability. Plaintiff need not prove that
5 Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent
6 business practices—only that such practices occurred.

7 142. Defendant’s acts, omissions, practices, and non-disclosures alleged
8 throughout this Complaint constitute business acts and practices.

9 143. Defendant’s acts, omissions, practices and non-disclosures alleged
10 throughout this Complaint constitute unlawful, unfair, and fraudulent business acts
11 and practices because it has the capacity to deceive reasonable consumers, including
12 Plaintiff and the Class, as to the benefits and effectiveness of the Class Vehicles and,
13 thereby, the Class Vehicles’ doors.

14 144. Defendant had a duty to disclose the Defects based on its superior
15 knowledge as the designers, manufacturers, sellers, marketers, and/or warrantors of
16 the Class Vehicles, and as further alleged in this Complaint.

17 145. Defendant violated Cal. Bus. & Prof. Code § 17200 by engaging in
18 “unfair competition,” including through “unlawful, unfair, or fraudulent business
19 acts or practices” and “unfair, deceptive, untrue, or misleading advertising.”
20 Defendant’s violations include:

- 21 a. Advertising, marketing, distributing, selling, and leasing the Class
22 Vehicles when Defendant knew those vehicles were defective and
23 unable to reliably and safely perform their intended use;
- 24 b. Failing to disclose the true nature, scope, and extent of the
25 Defects; and,
- 26 c. Concealing material facts regarding the Class Vehicles—i.e., the
27 vehicle was designed with electrically actuated, flush-mounted
28 exterior door handles that require electronic extension and latch

1 actuation in order to permit opening from the outside; and, the
2 *interior* door handles also require electronic extension and latch
3 actuation in order to permit opening from the interior and when
4 there is a lack of power, a hidden and not clearly discernable
5 manual emergency door release cable is hidden underneath the
6 carpeting beneath the rear seats that needs to be accessed to open
7 the rear doors.

8 146. **Unlawful Prong:** Defendant's misconduct is "unlawful" under the
9 UCL because it violates:

- 10 a. Common law prohibition against fraudulent concealment;
- 11 b. The CLRA;
- 12 c. The Song-Beverly Consumer Warranty Act ("SBCWA"); and,
- 13 d. The Transportation Recall Enhancement, Accountability, and
14 Documentation Act (the "TREAD Act"), 49 U.S.C. 30101, *et seq.*,
15 by failing to timely inform NHTSA of the nature, extent, and scope
16 of the Defects and by allowing the Class Vehicles to continue to
17 be sold, leased, and used in a dangerous and defective condition.

18 147. **Unfair Prong:** Defendant's acts and omissions constitute "unfair"
19 business practices under the UCL because:

- 20 a. Defendant engaged in a misleading and deceptive practice of
21 knowingly or intentionally selling the Class Vehicles, all of which
22 have the Defects;
- 23 b. Defendant's acts and omissions offend an established public policy of
24 transparency in the sale or lease of consumer vehicles, and it engaged
25 in immoral, unethical, oppressive, and unscrupulous activities that are
26 substantially injurious to consumers; and
- 27 c. The harm to Plaintiff and the Class grossly outweighs the utility of
28 Defendant's practices.

148. **Fraudulent Prong:** Defendant's deceptive practices constitute
1 fraudulent business acts or practices because Defendant deceived Plaintiff and the
2 Class into purchasing a Class Vehicle that, unbeknownst to Plaintiff and the Class,
3 were dangerously defective and unsuitable for their intended purpose.
4

149. Defendant has engaged in deceptive, misleading, unfair,
5 unconscionable, and fraudulent acts and practices that have caused actual damages
6 to Plaintiff and the members of the Class, as described herein, and as noted below:
7

- 8 a. ***Who:*** Defendant (i.e., the designer, manufacturer, and marketer of the
9 Class Vehicles).
- 10 b. ***What:*** Plaintiff and the Class purchased a Class Vehicle containing a
11 Defect.
- 12 c. ***Where:*** Through Tesla and its authorized store fronts.
- 13 d. ***How:*** Defendant failed to disclose to Plaintiff and the Class at the time
14 of purchase of the Class Vehicles that: (1) the Defects present a
15 significant safety risk to drivers and passengers; (2) there is no easily
16 available manual way to open the doors to the Class Vehicles in case
17 of an emergency or power / battery failure from the outside or inside
18 of the vehicle; and (3) there is no easily discernable manual way open
19 the doors to the Class Vehicles in case of an emergency or power /
20 battery failure from the rear of the vehicle.

21 150. Defendant's concealment of the Defects and its false, deceptive,
22 misleading, and confusing omissions would be material to any ordinary, average, and
23 objectively reasonable consumer's decision whether to buy or lease a Class Vehicle,
24 given that the Defect is central to the vehicles' functionality and the ability to access
25 the vehicles, and it pertains to the safety of the Class Vehicles.

26 151. No reasonable consumer, including Plaintiff, would have purchased or
27 leased a Class Vehicle for the price they did but for Defendant's acts, practices,
28 omissions, and active concealment of the Defect.

152. Any ordinary, average, objectively reasonable consumer acting
1 reasonably in the circumstances would have been deceived by Defendant's acts and
2 practices, including the omissions described herein.
3

153. As a direct, foreseeable, and proximate result of Defendant's deceptive
4 practices, Plaintiff and every member of the Class:
5

- 6 a. Purchased or leased a vehicle they otherwise would not have purchased
7 or leased or paid more than they otherwise would have;
- 8 b. Thereby suffered an ascertainable loss of money, property, and value
9 of the Class Vehicles; and
- 10 c. Suffered actual damages and other economic harms because of the
11 latent Defect, including the losses described in this Complaint.

154. Due to Defendant's original and continuing misconduct alleged
12 throughout this Complaint, Plaintiff and the Class are entitled to injunctive,
13 declaratory, and equitable relief, including an order, judgment, and other judicial
14 action, decision, or proclamation:
15

- 16 a. Declaring that the Class Vehicles are defective;
- 17 b. Declaring that Defendant's conduct violated the UCL;
- 18 c. Declaring that Plaintiff and the California Class are entitled to
19 reimbursement or restitution for money spent on the Class Vehicles;
20 and
- 21 d. Enjoining Defendant from continuing to violate the UCL and, in
22 accordance with Bus. & Prof. Code § 17203, enjoining Defendant to
23 commence a corrective advertising campaign.

24 155. Accordingly, Plaintiff and the Class demand all available relief
25 including attorney's fees and costs; all available equitable, restitution, and injunctive
26 relief; and other relief sought in the Prayer for Relief below or that is otherwise
27 available and appropriate.

28 156. Plaintiff alleges, in the alternative to their other causes of action, that

1 they lack an adequate remedy at law because monetary damages alone fail to make
2 the Class Vehicles safe for continued operation.
3

4 157. To do so, Plaintiff requires that the Defects be cured—and the cost of
5 doing so, including parts and labor, potentially exceeds the amount of monetary
6 damages suffered as a result of the diminution in value.
7

THIRD CAUSE OF ACTION

Violations of the Song-Beverly Consumer Warranty Act (“SBCWA”)

(Breach of Implied Warranty; Cal. Civ. Code §§ 1790, *et seq.*)

(On Behalf of Plaintiff and the California Class)

10 158. Plaintiff realleges and incorporates herein by reference the allegations
11 contained in all preceding paragraphs, and further alleges as follows:
12

13 159. Plaintiff brings this cause of action against Defendant on behalf of
14 themselves and the California Class for Violations of the SBCWA.
15

160. California Civil Code § 1792 provides that, unless properly
17 disclaimed, every sale of consumer goods is accompanied by an implied warranty
18 of merchantability. Defendant did not at any time properly disclaim the warranty.
19

161. The Class Vehicles are “consumer goods” as defined in California
20 Civil Code § 1791(a).
21

162. Plaintiff and the Class are “buyers” as defined in California Civil Code
22 § 1791(b).
23

163. Defendant is the “manufacturer” of the Class Vehicles under California
24 Civil Code § 1791(j).
25

164. Defendant impliedly warranted that the Class Vehicles, and
26 particularly their electric door systems, were fit for the ordinary purposes for which
27 they were used and without defect.
28

165. This warranty formed the basis of the bargain with regard to the Class
28 members’ purchase and lease of Class Vehicles.
29

166. Defendant knew, or at least should have known, that consumers
29

1 expected the Class Vehicles to be secure and free from any defects, and as such,
2 impliedly warranted to Plaintiff and the Class that the Class Vehicles were
3 "merchantable" under California Civil Code §§ 1791.1(a) and 1792.

4 167. The Class Vehicles were and are not merchantable, and as such,
5 Defendant breached its implied warranty, because:

- 6 a. The Class Vehicles do not have the quality that a buyer would
7 reasonably expect due to the Defects;
- 8 b. The Defects renders the Class Vehicles susceptible to the purchase of
9 after-market power sources, lock outs, or even passengers getting
10 trapped inside the vehicle;
- 11 c. The Class Vehicles have a latent Defects that poses an unreasonable
12 risk of manifesting and that in fact manifest in ways that pose a constant
13 risk to safety and compromise reliability;
- 14 d. Defendant concealed the existence of the Defects; and
- 15 e. Defendant has refused and failed to provide the needed repairs and
16 replacements to address and correct the Defects.

17 168. Plaintiff and the Class received the Class Vehicles in a condition that
18 substantially diminishes their value, and which compromises the Class Vehicles'
19 safety. As a result, Plaintiff is entitled to damages and other legal and equitable
20 relief, including, at their election, the purchase price of their vehicles, or the
21 overpayment or diminution in value of their vehicles.

22 169. Defendant's breach of warranties proximately caused Plaintiff and the
23 Class, collectively, to suffer damages.

24 170. Accordingly, Plaintiff, individually and on behalf of the Class seeks all
25 available monetary damages (including compensatory and/or liquidated damages and
26 punitive damages); attorney's fees and costs; all available equitable, restitution, and
27 injunctive relief; and all other relief sought in the Prayer for Relief below or that is
28 otherwise available and appropriate.

FOURTH CAUSE OF ACTION

Common Law Fraudulent Concealment

(On Behalf of Plaintiff and the California Class)

171. Plaintiff realleges and incorporates herein by reference the allegations
contained in all preceding paragraphs, and further alleges as follows:

172. Plaintiff brings this count against Defendant on behalf of themselves
and the California Class for fraudulent concealment based on the particular
misconduct alleged throughout this Complaint and elaborated upon below.

173. **Duty.** Defendant had and continues to have a duty to disclose the
existence, nature, and extent of the Defects because:

- a. The safe and reliable operation and functionality of the Class Vehicles,
including the electronic door system, is imperative to keeping drivers
and passengers safe;
- b. Defendant was in a superior position to know that the Defects existed
as the designer, manufacturer, assembler, distributor, marketer, and
warrantor of the Class Vehicles and Defendant remains in that position
as to the vast majority of unwitting Class Members;
- c. As Defendant knew, Plaintiff and the Class lacked access to
Defendant's proprietary and other non-public information, while
information in the public domain was insufficient to alert a reasonably
diligent consumer to the existence of the Defects, thus preventing
Plaintiffs and the Class from knowing about the existence of the Defects
or its manifestations during operation of the Class Vehicles;
- d. Plaintiff and the Class were not involved in the design or manufacture
of the Class Vehicles, and as such could not be expected to learn or
know about the existence and cause of the Defects;
- e. Defendant knew that Plaintiff and the Class lacked access to the design
and manufacturing materials necessary to understand the existence and

cause of the Defects; and,

1 f. Defendant knew that ordinary reasonable consumers would expect the
2 Class Vehicles to be free of significant defects central to the function
3 and safety of the vehicles such that the Defects would constitute a
4 material fact in any purchasing or leasing decision, i.e., it would have
5 influenced any and every reasonable consumer's purchasing or leasing
6 decision, including whether and how much to pay to purchase or lease
7 a vehicle.

8 174. **Concealment.** Defendant concealed the Defects by:

9 a. Knowingly selling and profiting from vehicles with the Defects while
10 remaining silent as to Defects with the intent and purpose of ensuring
11 that prospective customers would remain unaware of the Defect and
12 would purchase or lease the Class Vehicles without consideration of
13 how the Defects affected the value of the Class Vehicles;
14 b. Purposefully withholding the existence of the Defects from dealerships,
15 retailers, service facilities, and other businesses that sell, inspect,
16 service, and maintain vehicles so that the public would remain ignorant
17 of the Defects and continue to purchase the Class Vehicles;
18 c. Failing to recall the Class Vehicles or to otherwise alert the public to
19 the existence, nature, and extent of the Defects; and
20 d. Failing to disclose the cause of various manifestations of the Defects
21 when consumers experienced such problems, as alleged above.

22 175. **Causation.** Defendant's deceptive, misleading, unfair,
23 unconscionable, and fraudulent acts and practices have directly and foreseeably
24 caused damages to Plaintiff and the Class, as alleged in this Complaint. In particular:

25 a. Defendant's intentional concealment of the Defect and Defendant's
26 false, deceptive, misleading, and confusing representations and
27 omissions would influence any ordinary, average, and reasonable

1 consumer's decision whether to buy or purchase a Class Vehicle, given
2 that the Defects pertains to the safety and security of the Class Vehicles.
3 No reasonable consumer, including Plaintiffs, would have purchased or
4 leased a Class Vehicle but for Defendant's acts, practices, omissions,
5 and active concealment of the Defects, as described throughout this
6 Complaint;

- 7 b. Any ordinary and objectively reasonable consumer acting reasonably
8 in the circumstances would have been deceived by Defendant's acts and
9 practices, including its concealment of the Defects; and
10 c. As a direct, foreseeable, and proximate result of Defendant's deceptive
11 practices, Plaintiff and the Class have sustained economic injury at the
12 time of purchase or lease as well as other economic losses alleged
13 above.

14 176. Accordingly, Plaintiff and the Class demand all available relief
15 including all available compensatory and/or liquidated damages in an amount no less
16 than the difference in value between what Plaintiff and the Class reasonably believed
17 they were paying for and the value of the vehicle they actually received; attorney's
18 fees and costs; all available equitable, restitution, and injunctive relief; and other
19 relief sought in the Prayer for Relief below or that is otherwise available and
20 appropriate.

21 177. Additionally, Defendant's intentional acts of deceit were carried out
22 deliberately, maliciously, and wantonly, knowing full well—and therefore
23 intending—that its deceit would cause economic harm to Plaintiff and the Class for
24 its own aggrandizement. Defendant knew that its misconduct, including its
25 concealment of the Defects, posing a safety risk to Plaintiffs and the Class; but it
26 carried out its fraudulent scheme because doing so not only saved it money, but
27 increased its profits and its market share. Defendant's reprehensible conduct thus
28 warrants the imposition of punitive damages to punish it and to deter it and others

1 from engaging in the same or similar schemes in the future.

2 **Fifth CAUSE OF ACTION**

3 **Common Law Unjust Enrichment**

4 **(On Behalf of Plaintiff and the California Class)**

5 178. Plaintiff realleges and incorporates herein by reference the allegations
6 contained in all preceding paragraphs, and further alleges as follows:

7 179. Plaintiff pleads this unjust enrichment cause of action in the alternative
8 to any contract-based claims.

9 180. Plaintiff brings this claim individually and on behalf of the California
10 Class.

11 181. The elements of unjust enrichment are receipt of a benefit and unjust
12 retention of the benefit at the expense of another.

13 182. Plaintiff and Class Members conferred non-gratuitous benefits upon
14 Defendant by essentially paying more for Class Vehicles that were, upon information
15 and belief, worth less than what was paid given the Defects.

16 183. Plaintiff and Class Members allege that Defendant owe them money for
17 the conduct alleged herein.

18 184. An undue advantage was taken from Plaintiff's and Class Members'
19 lack of knowledge of the deception, whereby money was extracted to which
20 Defendant had no legal right. Defendant is therefore indebted to Plaintiffs and Class
21 Members in a sum equal to the difference between what Plaintiffs and Class Members
22 paid for their Class Vehicles and what the Class Vehicles were actually worth.

23 185. Defendant is therefore indebted to Plaintiff and Class Members in a sum
24 certain for money had and received by Defendant, which Defendant in equity and
25 good conscience should not retain.

26 186. Defendant is therefore liable to Plaintiff and Class Members in the
27 amount unjustly enriched.

187. Defendant's retention of any benefit collected directly and indirectly
1 from Plaintiff and Class Members violates principles of justice, equity, and good
2 conscience. As a result, Defendant has been and continues to be unjustly enriched.
3

188. Plaintiff and Class Members are entitled to recover from Defendant all
4 amounts that Defendant has wrongfully and improperly obtained, and Defendant
5 should be required to disgorge to Plaintiffs and Class Members the benefits it has
6 unjustly obtained.
7

189. Defendant accepted or retained such benefits with knowledge that the
8 rights of Plaintiff and Class Members were being violated for financial gain.
9 Defendant has been unjustly enriched in retaining the revenues and profits from
10 Plaintiff and Class Members, which retention under these circumstances is unjust and
11 inequitable.
12

190. As a direct and proximate result of Defendant's unlawful practices and
13 retention of the monies paid by Plaintiff and Class Members in excess of what was
14 promised, Plaintiff and Class Members have all suffered concrete harm and injury,
15 including, but not limited to monetary loss in connection with their payments made
16 to Defendant.
17

191. Defendant's retention of the non-gratuitous benefits on it by Plaintiff
18 and Class Members would be unjust and inequitable.
19

192. Plaintiff and Class Members are entitled to seek disgorgement and
20 restitution of wrongful profits, revenue, and benefits conferred upon Defendant in a
21 manner established by this Court.
22

193. Plaintiff and Class Members request the Court enter an order awarding
23 them restitution, rescission, and or/damages, and that they are entitled to recover their
24 reasonable attorneys' fees.
25

194. Plaintiff and Class Members therefore also seek pre-and-post judgment
26 interest and attorneys' fees and costs as allowed by statute, including without
27 limitation those recoverable under Cal. Civ. Proc. Code § 1021.5, any common law
28

1 “private attorney general” equitable doctrine, any “common fund” doctrine, any
2 “substantial benefit” doctrine, and/or any equitable principles of contribution and/or
3 other methods of awarding attorneys’ fees and costs.

4 **PRAYER FOR RELIEF**

5 Plaintiff prays that judgment be entered against Defendant as follows, seeking
6 equitable relief in the alternative to legal relief:

- 7 a. That this action be certified as a class action;
- 8 b. That Plaintiff be appointed as the representative of the Class, as
9 applicable;
- 10 c. That Plaintiff’s attorneys listed below be appointed Class Counsel;
- 11 d. For an order declaring Defendant’s conduct to be unlawful;
- 12 e. For an order compelling Defendant to make restitution to Plaintiff and
13 the Class in an amount to be proven at trial;
- 14 f. For actual, compensatory, statutory and/or liquidated damages;
- 15 g. For pre- and post-judgment interest at the legal rate;
- 16 h. For injunctive and other equitable relief as alleged herein and as
17 necessary to protect the interests of Plaintiff and members of the Class,
18 and to prohibit Defendant from engaging in the unlawful, unfair,
19 deceptive and fraudulent acts described above, including public
20 injunctive relief pursuant to Cal. Bus. & Prof. Code § 17204;
- 21 i. For an order that Defendant engage in a corrective advertising
22 campaign;
- 23 j. For an order of restitution and disgorgement of all profits and unjust
24 enrichment that Defendant obtained from Plaintiffs and the members
25 of the Class as a result of its unlawful, unfair, and fraudulent business
26 practices;
- 27 k. For injunctive relief pursuant to California Code of Civil Procedure §
28 1780;

- 1 l. For costs of this action and out-of-pocket expenses;
- 2 m. For attorneys' fees, pursuant to, *inter alia*, Cal. Civ. Code § 1794(d);
- 3 the common fund doctrine and/or Cal. Civ. Proc. Code § 1021.5; and
- 4 n. For such other and further relief that the Court deems available and
- 5 proper.

6 **JURY DEMAND**

7 Plaintiff, individually and on behalf of the Class, hereby demands a trial jury
8 of all issues triable by right.

9 Dated: February 13, 2026

10 Respectfully submitted,

11 **KAZEROUNI LAW GROUP, APC**

12 By: /s/ Mike Kazerouni, Esq.
13 Abbas Kazerounian, Esq.
14 Mike Kazerouni, Esq.
15 Pamela E. Prescott, Esq.
16 *Attorneys for Plaintiff*

