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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORINA**

**SHARON JOYCE, individually and on
behalf of all others similarly situated,**

Plaintiff,

vs.

**JAGUAR LAND ROVER NORTH
AMERICA, LLC, a Delaware Limited
Liability Company, and Does 1
through 60,**

Defendant.

Case No.: **'23CV1434 BEN SBC**
CLASS ACTION COMPLAINT
AND
DEMAND FOR JURY TRIAL

- 1. VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT (*California Civil Code § 1760, et. seq.*) (injunctive relief)**
- 2. VIOLATION OF THE SONG-BEVERLY ACT – BREACH OF EXPRESS WARRANTY (*California Civil Code § 1790, et. seq.*)**
- 3. VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY (*California Civil Code § 1790, et. seq.*)**
- 4. VIOLATION OF THE UNFAIR COMPETITION LAW (*California Business & Professions Code § 17200*)**
- 5. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

1 Plaintiff SHARON JOYCE (“Plaintiff”) alleges as follows against Defendant
2 JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability
3 Company (“JLRNA”), on information and belief, formed after an inquiry reasonable
4 under the circumstances:

5
6 **DEMAND FOR JURY TRIAL**

7 1. Plaintiff on behalf of herself and other similarly situated, hereby
8 demands trial by jury in this action pursuant to Rule 32(b) of the Federal Rules of
9 Civil Procedure.

10
11 **PARTIES**

12 2. Plaintiff is an individual residing with her domicile in San Diego
13 County, State of California.

14 3. Defendant JLRNA is and at all relevant times was a Delaware Limited
15 Liability Company authorized to do business and conducting business throughout
16 the state of California directly or via its authorized sales agents and authorized repair
17 facilities. JLRNA’s principal place of business is in the state of New Jersey. JLRNA
18 is a wholly owned subsidiary of Jaguar Land Rover Holdings Limited. Jaguar Land
19 Rover Holdings Limited is a citizen of England with its principal place of business
20 in Coventry, England. JLRNA’s owners/members are citizens of New Jersey.

21 4. JLRNA is engaged in the manufacture, sale, and/or distribution of
22 motor vehicles and related services. Additionally, JLRNA engages in the marketing,
23 supplying, and selling of written warranties to the public at large through a broad
24 network of authorized sales facilities across the United States.

25
26 **JURISDICTION AND VENUE**

27 5. This Court has subject matter jurisdiction of this action pursuant to the
28 Class Action Fairness Act of 2005 (“CAFA”), codified in pertinent part at 28 U.S.C.

1 § 1332(d)(2), which provides for original jurisdiction in the federal courts over any
2 class action in which a member of the plaintiff class is a citizen of a State different
3 from the State citizenship of any defendant, and the amount in controversy exceeds
4 the sum of \$5,000,000.00 exclusive of interests and costs. Here, there is an aggregate
5 amount in controversy exceeding \$5,000,000.00 exclusive of interest and costs and
6 there is minimal diversity between Plaintiff and Defendant. Additionally, this Court
7 also has supplemental jurisdiction over the set forth state law claims pursuant to 28
8 U.S.C. § 1367.

9 6. This Court has personal jurisdiction over JLRNA because JLRNA
10 conducts substantial business in this judicial district, thereby purposely and
11 intentionally availing itself of the benefits and protections of this district when
12 placing motor vehicles into the stream of commerce within California and the United
13 States. Personal jurisdiction over JLRNA is foreseeable, fair, and proper.

14 7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391.
15 JLRNA transacts substantial business in this district with regularity and it is subject
16 to personal jurisdiction in this district. Additionally, JLRNA advertises and markets
17 its products in this district, and has received substantial revenue and profits from its
18 sales and leasing of motor vehicles in this district. Thus, a substantial part of the
19 events and/or omissions giving rise to the present claims occurred in within this
20 district. Therefore, venue is proper.

21
22 **GENERAL ALLEGATIONS**

23 8. Plaintiff SHARON JOYCE brings this action individually for herself
24 and on behalf of all persons who purchased or leased in California, certain vehicles
25 equipped with uniform and uniformly defective battery systems manufactured,
26 distributed, warranted, marketed and/or sold or leased by JLRNA as described herein
27 (“Class Vehicles”), and for which JLRNA issued a warranty.

28 9. All acts of corporate employees as alleged were authorized or ratified

1 by an officer, director, or managing agent of the corporate employer.

2 10. On or around July 29, 2019, Plaintiff purchased a Class Vehicle—a new
3 2020 model year Jaguar I-Pace, VIN No.: SADHC2S10L1F80769 ("Vehicle") from
4 Hoehn Jaguar Land Rover, Inc., in Carlsbad, California. At purchase, the Vehicle
5 had 26 miles on its odometer. Plaintiff entered this sale agreement in the state of
6 California.

7 11. Defendant JLRNA expressly warranted that the Vehicle would be free
8 from defects in materials, nonconformities, or workmanship during the applicable
9 warranty period and to the extent the Vehicle had defects, Defendant JLRNA would
10 repair the defects.

11 12. Defendant JLRNA impliedly warranted that the Vehicle would be of
12 the same quality as similar vehicles sold in the trade (similar vehicles being electric
13 vehicles that charge and operate properly and fully without risk of fire) and that the
14 Vehicle would be fit for the ordinary purposes for which similar vehicles are used
15 (similar vehicles being electric vehicles that charge and operate properly and fully
16 without risk of fire) and that the vehicle would measure up to the promises and facts
17 stated in its labeling (that it would charge and operate properly and fully).

18 13. The Vehicle was delivered to Plaintiff with serious defects and
19 nonconformities under warranty, which have not been repaired.

20 14. On or about September 3, 2019, when presenting the Vehicle for
21 various defects, the authorized repair facility noted on the repair order that during
22 the pre-delivery inspection, Plaintiff's Vehicle displayed reduced electric vehicle
23 range. There was no campaign or repair procedure available to repair the defect. No
24 repair was made at this time.

25 15. On or about October 18, 2019, when presenting the Vehicle for various
26 defects, the authorized repair facility advised and performed Campaign H247 was
27 available for the existing defect of the displayed warning for reduced electric vehicle
28 range. H247 was replaced the ECU module. According to Jaguar's records,

1 Campaign H247 was suspended on or about August 2, 2019, to allow for further
2 investigations to be undertaken.

3 16. On or about January 9, 2020, Jaguar issued Campaign H264. The
4 purpose of this software enhancement was to deliver up to 12 miles of additional
5 real-world range on a ‘full charge.’ Among other possible changes, Campaign H264
6 changed the torque distribution of the permanent all-wheel-drive system to deliver
7 greater efficiency when driving in ECO mode. H264 also made refinements to the
8 thermal management control system to make the active radiator vanes close more
9 often to enhance aerodynamics. H264 changed the battery to run to a lower state of
10 charge than previously without affecting drivability, durability, or performance.
11 And, H264 recalibrated the Regenerative Braking system to harvest energy more
12 efficiently when the battery is in a high state of charge and recover more energy at
13 low speeds.

14 17. On or about February 5, 2020, Jaguar’s authorized repair facility
15 performed H264 on Plaintiff’s Vehicle.

16 18. On or about February 9, 2021, Plaintiff’s Vehicle experienced a high
17 voltage battery failure. The Vehicle would not start and the screens would not come
18 on. The Vehicle had to be towed into Jaguar’s authorized repair facility for repair.
19 The Vehicle exhibited Fault POABF-12 in the battery energy control module and
20 multiple software systems were updated to address the defects, including updates to
21 the BECM, BCCM, Epic A, Epic B, and Epic C software modules.

22 19. On or about April 28, 2023, Plaintiff’s Vehicle experienced another
23 high voltage battery failure leaving her stranded in the middle of a street and
24 blocking people from exiting their parking spaces. The Vehicle displayed a battery
25 fault light, other warning lights, then died. The Vehicle was towed in and both the
26 startup battery and secondary battery were replaced.

27 20. Plaintiff delivered the Vehicle to JLRNA authorized repair facilities,
28 for repair of defects in the battery system under the written warranty. Plaintiff was

1 informed that the Vehicle had been repaired.

2 21. Notwithstanding all the presentations, the Vehicle still had substantially
3 impairing defects.

4 22. On or about July 18, 2023, Plaintiff received a consumer notification of
5 Safety Recall H441: Battery Energy Control Module (BECM) software update.
6 According to JLRNA's recall, "the high-voltage battery may overheat which
7 increases the risk of a fire and occupant injury and/or injury to persons outside the
8 Vehicle, as well as property damage." The notice stated that warning signs include
9 battery fault messages, popping sounds, burning smells, smoke, and flames. The
10 recall notice "remedy" includes a software update that is intended to "monitor the
11 battery pack assembly operational status that indicates where the battery contains
12 conditions which may lead to overheating." The software update is intended to
13 provide better warning of potential overheating and fire. It will also limit the battery
14 charging capacity to 75%. Customers are recommended to park and charge their
15 vehicles outside. Further, until the recall is completed customers are advised not to
16 charge beyond 75% capacity.

17 23. On or about August 3, 2023, Plaintiff received a letter from JLRNA
18 notifying her of Safety Recall H441. A true and correct copy of the recall notification
19 letter is attached as **Exhibit 1**.

20 24. This action is brought to remedy violations of law in connection with
21 JLRNA's manufacture, distribution, marketing, advertising, selling, warranting, and
22 servicing of the Class Vehicles. The Class Vehicles' battery systems have a serious
23 manufacturing and/or materials defect caused by thermal overload leading the
24 battery systems in Class Vehicles to be unreasonably dangerous. JLRNA has no fix
25 for this defect. Charging the high voltage battery can result in a fire and lead to
26 significant personal injury.

27 25. According to JLRNA's recall, the battery system is manufactured in
28 substantially the same manner in all Class Vehicles and does not vary in its

1 construction, operation, or control. JLRNA's 573 Recall Report to the National
2 Highway Traffic Safety Administration estimates 100% of Class Vehicles are
3 affected.

4 26. Plaintiff believes the unreasonably dangerous and defective battery
5 system is dangerous to her health and safety, the health and safety of all others who
6 may ride in the Vehicle, and to other motorists.

7 27. Prior to the manufacture and sale of the Class Vehicles, Defendant
8 knew of the battery system defect through internal sources, testing, and consumer
9 complaints, including specific instances of potential Class Members bringing Class
10 Vehicles to JLRNA for inspection and repair. Recalls are undertaken after numerous
11 field failures and feedback to the auto manufacturer of such failures. Auto
12 manufacturers and distributors, such as JLRNA, collect data such as field reports,
13 technical data, warranty repair statistics, and other feedback from the field. From
14 this information and data JLRNA is made aware of failures that are occurring.
15 JLRNA then undertakes analysis of the data for the failure mode and ultimately
16 attempts to engineer a fix for the failure mode. JLRNA also undertakes the process
17 of creating the recall, having it analyzed and double checked by various departments,
18 managing agents, and corporate executives, and then publishing the recall. In this
19 manner JLRNA is aware of the failures long before the actual recall is issued because
20 of the logistics and processes necessary simply to approve and publish a recall.
21 JLRNA therefore knew before sale of the subject Vehicle and other Class Vehicles
22 of the inherent and existing dangerous defect. Despite this knowledge, JLRNA failed
23 to disclose and actively concealed the battery system defect from Plaintiff and other
24 potential Class Members and from the public. Instead, JLRNA continued to market
25 to potential Class Members to purchase the Class Vehicles without informing
26 potential Class Members of the underlying, and extremely dangerous, manufacturing
27 defect present in the Class Vehicles' battery systems. JLRNA has failed to remedy
28 the defect to date. Indeed, JLRNA and its authorized dealers are still offering Class

1 Vehicles with the existing defective battery systems for sale or lease to the general
2 public and unsuspecting consumers.

3 28. When Plaintiff and other potential Class Members complained about
4 the defective and dangerous battery system, JLRNA failed to remedy the issue and
5 informed individual potential Class Members that there was no fix. Instead, potential
6 Class Members, including Plaintiff: (a) were told not to charge their vehicles above
7 75%, (b) not to park inside, (c) not to charge inside, (d) and to have a recall
8 performed that would not prevent a fire, but would, at best, predict a fire, and would
9 limit charge capacity to 75%. Based on the manner and timing in which recalls came
10 into existence, JLRNA knew of this problem, its pervasiveness, and lack of a proper
11 fix for a significant amount of time before notice was given to consumers on or about
12 July 18, 2023 and while Class Vehicles were being sold and leased to the general
13 public. JLRNA knew of these issues because of the very nature of the recall but
14 nevertheless continued selling Class Vehicles to potential Class Members like
15 Plaintiff.

16 29. The defects described herein violate the express written warranties
17 issued by JLRNA, as well as the implied warranty of merchantability.

18 30. Although Plaintiff and other potential Class Members brought the
19 Vehicle to JLRNA for repair, JLRNA failed to and/or refused to repair the defect for
20 which it stated there was no fix available. Under these circumstances any additional
21 efforts by Plaintiff and the potential Class Members to have the Class Vehicles
22 repaired would have been futile as JLRNA openly admitted that it did not have any
23 way to repair the defective battery system.

24 31. Plaintiff and potential Class Members provided JLRNA sufficient
25 opportunity to repair the Class Vehicles.

26 32. As a result of JLRNA's conduct, Plaintiff and potential Class Members
27 were harmed, and suffered actual damages in that the Class Vehicles have
28 manifested and continue to manifest the battery system defect. JLRNA has not

1 provided a permanent or any remedy for this defect. Plaintiff and potential Class
2 Members have justifiably lost confidence in the Class Vehicles' safety and
3 reliability. The battery system defect substantially impairs the value of the Class
4 Vehicles owned by Plaintiff and the potential Class Members.

5 33. JLRNA can issue a "stop sale" order to all its authorized JLRNA
6 dealerships by virtue of its dealer agreements with said dealers. Said "stop sale"
7 clauses are a normal and standard clause in auto manufacturer and dealership
8 agreements. JLRNA has issued stop sale orders in the past.

9 34. Despite its knowledge of the battery system defect and ability to issue
10 a stop sale order, JLRNA rather continues to market, advertise, and promote the
11 defective vehicles subject to the recall. Attached as **Exhibit 2** is a true and correct
12 printout of JLRNA of North America's website which promotes, advertises, and
13 markets the defective vehicles without any mention of the recall or existing defects.
14 JLRNA's website not only markets, advertises, and promotes said vehicles but
15 allows consumers, potential class members to, "build" one's own vehicle and obtain
16 a price quote and referral to an authorized dealership. The website continues to
17 promote the 246-mile range on full charge despite the recommendation that vehicles
18 that have not had the recall performed cannot be safely charged beyond 75% and
19 that vehicles that have had the recall performed cannot be charged beyond 75% at
20 all. The fact that all I-Pace vehicles have a fire risk and are subject to the recall is
21 not disclosed at all.

22 35. Despite its knowledge of the battery system defect and ability to issue
23 a stop sale order, JLRNA's authorized dealerships continue to market, sell, and lease
24 vehicles affected with the defect today. JLRNA has not issued or made effective a
25 "stop sale order" available to JLRNA dealerships to prohibit the sale of Class
26 Vehicles.

27 36. Attached hereto as **Exhibit 3** are printouts from various JLRNA
28 authorized dealership webpages listing vehicles for sale and lease by JLRNA with

1 VIN numbers attributable to Class Vehicles containing the battery system defect.

2 **The Battery System Defect**

3 37. On June 20, 2019, JLRNA received its first report of a battery fire in a
4 Class Vehicle. Additional battery fires were reported on July 6, 2020, August 31,
5 2021, August 31, 2021, November 11, 2021, December 20, 2021, June 22, 2022, and
6 May 3, 2023.

7 38. The following NHTSA consumer complaints were received regarding
8 Class Vehicles:

9 November 3, 2022

10 NHTSA ID Number: 11492129

11 Incident Date September 28, 2022

12 Consumer Location JUPITER, FL

13 Vehicle Identification Number SADHD2S15K1****

14 The BCCM in a high number of 2019 Jaguar iPace cars are going bad.
15 The BCCM is the main charging component of the vehicle that controls
16 the electrical system and creates a huge hazard and series of
17 malfunctions when it goes bad. It renders the car immobile and you can
18 not charge it. The dealerships and Jaguar North America refuse to
19 recognize this. There is a significant backorder of these parts because
20 of this issue and the dealership mentioned to me that they see this issue
21 ALL THE TIME. Jaguar should be recalling this part for those of us,
22 like myself, whose car is out of warranty.

23 October 14, 2022

24 NHTSA ID Number: 11489256

25 Incident Date May 2, 2019

26 Consumer Location LEXINGTON, KY

27 Vehicle Identification Number SADHD2S17K1****

28 Since April of this year, the car has consistently had problems! A few
months ago, it started turning off suddenly!! Yes, suddenly even while
driving! This was very alarming. I took it to the dealer in Cincinnati
where it stayed for almost a month to be fixed! Then towards the end
of August, it started running out of charge / not charging after driving
a few miles with a dashboard warning to "stop immediately". I again
shipped it to the dealer in Cincinnati where it has been there since then
(over 6 weeks now!) Talking to the dealer, they do not seem to be
certain of what happened and keep changing things. I am not sure if I

1 feel safe driving such a car or owning it beyond the warranty

2 May 12, 2022

3 NHTSA ID Number: 11464375

4 Incident Date May 11, 2022

5 Consumer Location PALM SPRINGS, CA

6 Vehicle Identification Number SADHD2S13K1****

7 I tried to move my Jaguar I-Pace car yesterday - totally unresponsive.
8 Finally got a door to open; dash said the car had zero miles (it had 140
9 available when last shut off). Then got a "Charging System Fault"
10 message. Dash info kept turning off. Car won't accept electricity to
11 charge, charging panel lights kept flashing, then all the doors locked
12 and the alarm went off, with no way to turn it off as the key fob didn't
13 work. When I googled "charge system fault" it is a common problem
14 causing major headaches. It happened to a neighbor too; another I-Pace,
15 different year! This needs to be a recall so Jaguar will address this issue
16 before their cars die, not after. Per the internet, Jaguar is sometimes
17 taking weeks to fix this which is unacceptable.

18 February 18, 2022

19 NHTSA ID Number: 11452901

20 Incident Date February 18, 2022

21 Consumer Location BETHESDA, MD

22 Vehicle Identification Number SADHD2S18K1****

23 35mph limit road, moderate traffic, speed of 30-35mph suddenly car
24 shows an error message on screen with regards to electrical fault of
25 traction battery and reduced feel of brakes. On a contrary, brakes
26 became extremely hard and unresponsive (zero braking efficiency) - car
27 moving 30mph, no change in forward motion (minor jitter on the
28 steering wheel), barely managed to change lane to avoid collision. If
right lane would be occupied, that would be a certain collision with a
car in front of me as I would have no place to bring the car to safety.
Brake message cleared when the car stopped.

April 22, 2021

NHTSA ID Number: 11413407

Incident Date February 25, 2021

Consumer Location DANA POINT, CA

Vehicle Identification Number SADHB2S15K1****

BRAKES FAILED, AND BATTERY DIED AT FULL SPEED IN A

1 35 MILE ZONE, LUCKILY SLIGHT UP SLOPE AND CAR CAME
2 TO A HALT. COMPLETE BATTERY AND BRAKE FAILURE,
3 THE WHOLE SYSTEM SHUT DOWN. NO ANSWERS FROM
4 JAGUAR, JUST A BATTERY REPLACEMENT. AGAIN, BRAKES
5 FAILED AT FULL SPEED!

6 April 20, 2021

7 NHTSA ID Number: 11413004

8 Incident Date June 19, 2019

9 Consumer Location SANTA FE, NM

10 Vehicle Identification Number SADHD2S16K1****

11 EV BATTERY CAUGHT FIRE AFTER VEHICLE HAD BEEN
12 PARKED FOR 5 DAYS IN AN INTERIOR LEVEL OF AN OPEN
13 AIR PARKING GARAGE. VEHICLE WAS A TOTAL LOSS.

14 March 6, 2021

15 NHTSA ID Number: 11399556

16 Incident Date November 17, 2020

17 Consumer Location VESTAVIA, AL

18 Vehicle Identification Number SADHD2S10K1****

19 ELECTRICAL MULTI-SYSTEM FAILURE INCLUDING
20 BRAKING WHILE VEHICLE IN MOTION. BRAKES FAILED
21 AND STEERING AFFECTED. ENTIRE WIRING HARNESS
22 DEFECTIVE ON VEHICLE PER MANUFACTURER.

23 February 5, 2021

24 NHTSA ID Number: 11394809

25 Incident Date February 4, 2021

26 Consumer Location AUBURN, WA

27 Vehicle Identification Number SADHC2S18K1****

28 UPON DRIVING OUT OF OUR HOUSE TO TAKE KIDS TO
SCHOOL THERE WAS AN ERROR MESSAGE ON DISPLAY.
PRIOR TO THIS AN UPDATE WAS DONE TO THE VEHICLE.
PRIOR TO UPDATE THE VEHICLE CHARGED BATTERY WITH
A RANGE OF 234. AFTER THE 'UPDATE' WAS DONE 2 DAYS
AGO THE BATTERY DID NOT FULLY CHARGE DESPITE
BEING ON A SUPERCHARGER OVER 12 HOURS. THE CAR
CHARGED ONLY TO ABOUT 160 AND THEN DISPLAYED THIS
MESSAGE ON THE DISPLAY: VEHICLE NOT FULLY

1 CHARGED. POWER CUT DETECTED.

2 March 16, 2020

3 NHTSA ID Number: 11318305

4 Incident Date March 6, 2020

5 Consumer Location WAHIAWA, HI

6 Vehicle Identification Number SADHD2S17K1****

7 2195 MILES, AND ONLY DRIVING IT FOR 60 DAYS.
8 THANKFULLY I WAS DRIVING SLOWLY, WHEN THE CAR'S
9 BRAKES STOPPED WORKING, THE CAR STARTED
10 SHUDDERING VIOLENTLY. WHEN FINALLY WAS ABLE TO
11 STOP CAR, THE I-PACE WOULD NOT GO INTO OR OUT OF
12 GEAR, AND THE EMERGENCY PARKING BRAKE WOULD NOT
13 RELEASE. INCREDIBLY SCARY. I CAN ONLY IMAGINE IF I
14 HAD BEEN DRIVING ON THE HIGHWAY WHEN THE BRAKES
15 FAILED.

16 November 30, 2019

17 NHTSA ID Number: 11282985

18 Incident Date November 22, 2019

19 Consumer Location ENCINO, CA

20 Vehicle Identification Number SADHC2S12K1****

21 MY 4-MONTH-OLD CAR'S BRAKES FAILED TO OPERATE
22 WHILE TRAVELING AT 60MPH IN THE FAST LANE OF THE
23 FREEWAY. FORTUNATELY I WAS ABLE TO TURN ON
24 HAZARD LIGHTS AND COAST ACROSS THE FREEWAY TO
25 THE HARD SHOULDER WHERE THE CAR ROLLED TO A STOP.
26 THE PROBLEMS BEGAN EARLIER IN THE DAY WHEN THE
27 CAR REPORTED "REDUCED BRAKE PEDAL FEEL, OK TO
28 DRIVE WITH CAUTION. LATER IN THE DAY A MESSAGE
REPORTED "ASPC NOT AVAILABLE." AT THIS POINT I
CALLED THE DEALERSHIP WHO ADVISED US TO BRING IT IN
THE NEXT DAY. SOME TIME AFTER THIS ALERT WE
RECEIVED A SERIES OF RAPID MESSAGES - "TRACTION
CONTROL OFFLINE" "EMERGENCY BRAKING ASSIST
OFFLINE - OK TO DRIVE WITH CAUTION" AND SEVERAL
OTHERS WHICH I DON'T RECALL. THE FINAL WARNING WAS
"GEAR BOX FAULT" - AT THIS POINT I THOUGHT IT WISE TO
PULL OVER, BUT WHEN I TRIED TO USE THE BRAKES THERE
WAS NO RESPONSE AT ALL. JUST A GRINDING, CRUNCHING

1 FEELING UNDER THE BRAKE PEDAL. I TURNED ON HAZARD
2 LIGHTS AND COASTED TO THE RIGHT LANE THROUGH
3 FAST-MOVING TRAFFIC, AND THEN ONTO THE HARD
4 SHOULDER. I BELIEVE THE REGENERATIVE BRAKING
5 SYSTEM WAS WORKING AND THIS MANAGED TO SLOW THE
6 VEHICLE TO A STOP. ON THE HARD SHOULDER I TURNED
7 THE CAR OFF AND THEN ON AGAIN, BUT THE BRAKE PEDAL
8 STILL HAD A GRINDING, CRUNCHING FEELING AND WOULD
9 NOT OPERATE. THE PARK/DRIVE/NEUTRAL BUTTONS JUST
10 FLASHED IF YOU PRESSED THEM. I WAS IN THE CAR WITH
11 TWO CHILDREN UNDER 6 AND MY WIFE. WE WERE VERY
12 CONCERNED AS THERE WAS VERY LITTLE SPACE AT THE
13 SIDE OF THE ROAD AND NO WAY TO GET OFF THE
14 FREEWAY. WE PRESSED THE CAR'S SOS BUTTON AND THE
15 WOMAN ADVISED WE CALL 911 TO BE RESCUED BY THE
16 POLICE. JAGUAR ROADSIDE ASSISTANCE SENT A TOW
17 TRUCK TO TOW THE VEHICLE TO JAGUAR MONTEREY FOR
18 REPAIR. A FEW DAYS LATER WE WERE TOLD THE CAR'S
19 "POWER DISTRIBUTION BOX" HAD FAILED. THE CAR HAD
20 NO OUTSTANDING RECALLS. WHEN PURCHASED IT HAD
21 THE "ASPC NOT AVAILABLE" ERROR AND HAD TO GO BACK
22 TO DEALER FOR REPAIR.

17 August 19, 2019

18 NHTSA ID Number: 11245059

19 Incident Date August 17, 2019

20 Consumer Location SPRING, TX

21 Vehicle Identification Number SADHD2S10K1****

22 SINCE I PURCHASED JAGUAR I-PACE I BEEN HAVING
23 BATTER FAULT ISSUES WHICH NOW STANDARD ME WITH
24 THE VEHICLE. I RECEIVE BATTERY FAULT ERRORS AND
25 THE CAR STOPS WORKING. THE CAR STAYS ON BUT WHEN
26 YOU PUT THE CAR IN DRIVE OR REVERSE AND HIT THE GAS
27 PEDAL NOTHING HAPPENS. ITS VERY DANGEROUS AS THE
28 CAR SHOULD NOT JUST STOP FROM DRIVING WHEN YOU
HIT THE GAS. WHEN THIS HAPPENS THE CAR IS WORKING
IN TERMS OF AIR CONDITION, STEERING WHEEL ETC....
ALSO THERE IS CONSTANT ERRORS WHEN IT COMES TO
BLIND SPOT ALERT. THE VEHICLE TELLS YOU THEY ARE
DISABLED, IF YOU RESTART THE VEHICLE IT RESENTS BUT

1 COMES BACK. ALSO THE DASHBOARD SOMETIMES JUST
2 GOES BLANK AND WILL COME BACK A FEW MINUTES
3 LATER. ITS SCARY AS YOU SUDDENLY DONT KNOW HOW
4 FAST YOUR GOING OR WHAT IS GOING ON TILL THE SCREEN
5 COMES BACK FEW SECONDS LATER. THE VEHICLE HAS
6 BEEN AT THE DEALER FEW TIMES BUT STILL HAVING THE
7 SAME ISSUE. ITS CURRENTLY AT THE DEALER AGAIN TO BE
8 FIXED. THIS VEHICLE IS 100% ELECTRIC AND I'M
9 ATTACHING SOME PICTURES OF THE ERRORS.

10 June 4, 2019

11 NHTSA ID Number: 11217795

12 Incident Date June 3, 2019

13 Consumer Location SALINAS, CA

14 Vehicle Identification Number N/A

15 May 17, 2021

16 NHTSA ID Number: 11417426

17 Incident Date May 16, 2021

18 Consumer Location PALM SPRINGS, CA

19 Vehicle Identification Number SADHD2S15L1****

20 Was driving vehicle downhill on a small hill in Palm Springs when
21 multiple error messages appeared in rapid succession on the
22 information display, including 'traction battery fault - safe to drive with
23 caution'. This was immediately followed by "pull over and stop the car"
24 but before I had the chance to do so ALL the systems in the car ceased
25 to operate and all electrical systems shut down. The breaks would not
26 work, the steering would not work. I was still traveling down hill and
27 unable to stop the car. The car continued for approximately 1/2 a mile
28 and went through two stop signs. Fortunately it was early morning and
there were no other vehicles, or pedestrians around, if there had been I
would have been unable to avoid hitting them. My safety and that of
any other driver or pedestrian who could have been on the road was
seriously compromised. The car finally came to rest towards the bottom
of the hill and I was able to exit the vehicle. Had this happened if I was
traveling at speed on a freeway, I hate to contemplate the consequences.
This same problem happened about 4 weeks ago, but fortunately the
total shut down occurred while the car was stationery in my garage. The
dealership towed the truck then and returned it to me a few days later,
saying they had resolved all the issues - but clearly not. I have no

1 confidence in the safety of this car. The dealer is collecting the car today
2 to return it to the Jaguar dealership in Rancho Mirage.

3 July 31, 2023

4 NHTSA ID Number: 11535550

5 Incident Date July 29, 2023

6 Consumer Location ELK GROVE VILLAGE, IL

7 Vehicle Identification Number SADHD2S11N1****

8 The contact owns a 2022 Jaguar I-Pace. The contact stated that the
9 vehicle was taken to the dealer because the vehicle failed to charge as
10 needed. The contact then received recall notification of NHTSA
11 Campaign Number: 23V369000 (Electrical System). The vehicle was
12 towed to the dealer where the recall was completed; however, the
13 contact stated that while charging the vehicle, the garage and the
14 vehicle overheated. The contact stated that the vehicle was extremely
15 hot near the high voltage battery area. The contact was concerned that
16 issue could cause a fire. No warning lights were illuminated. The
17 vehicle was taken to the dealer however, the failure could not be
18 duplicated. The vehicle was not repaired. The manufacturer was
19 notified of the failure and the contact was provided a case number. No
20 further assistance was provided. The failure mileage was approximately
21 27,000.

22 September 12, 2022

23 NHTSA ID Number: 11484095

24 Incident Date September 11, 2022

25 Consumer Location LOMA LINDA, CA

26 Vehicle Identification Number SADHD2S17N1****

27 While driving a 2022 Jaguar I-Pace for 60 miles, the car came to a stop
28 sign near its destination. At this point, the car would stutter and shake
when attempting to accelerate, simultaneously the car would roll back
since there was a slight decline in the road. Brakes were full functional
throughout this time. However, no warnings were shown during the
occurrence and by the time the driver was able to apply the brakes, the
car had already rolled back approximately 2 feet. After this time, the
car accelerated but the issue repeated itself at the next stop sign and
again at the destination. While approaching a drive way at the
destination with a 10-15% grade, the vehicle completely cut power
halfway up the drive way. At this time the car rolled back into the street,
approximately 6 feet, before the driver could react and apply brakes.

1 Had there been someone standing or walking on the side walk at the
2 end of the driveway, it would have resulted in severe injuries or even
3 death. At the time, no vehicles were on the road, however if there were,
4 the vehicle would have rolled into traffic before the driver is able to
5 react. Power was regained approximately 10 seconds after rolling
6 backwards. The vehicle was then parked curbside for approximately 4
7 hours. Upon starting and driving the vehicle again, the same issues with
8 stuttering/shaking when accelerating from a standstill and sudden loss
9 of power with any incline continued. The next day, the vehicle had to
10 be towed to a Jaguar Land Rover dealer for investigation. No previous
11 repair work or modifications have been done to the vehicle. All care
12 and maintenance had been done according to the manual. Battery was
13 also charged to 80% as recommended by the manual for optimal battery
14 life. At the time the issues had started, the vehicle showed 48% battery
15 life remaining. No previous issues or problems had occurred with the
16 vehicle, no recalls or TSB in place as of 9/12/22 for the 2022 model
17 year.

18 March 6, 2022

19 NHTSA ID Number: 11455400

20 Incident Date December 6, 2021

21 Consumer Location TROY, MI

22 Vehicle Identification Number SADHD2S10N1****

23 This is an EV. Four times car stopped abruptly in the middle of the
24 freeway. Everything was brought to the notice of dealership but still
25 kept happening. This car has become a death trap for me and my family.

26 I need immediate resolution for this case before something tragic
27 happens.


28 39. JLRNA released manufacturer communications related to the high
voltage battery on February 12, 2019; February 21, 2019; March 6, 2019; March 12,
2019; May 3, 2019; November 12, 2020; February 18, 2021; October 13, 2021; and
March 13, 2023.

40. On March 6, 2019, JLRNA released a service bulletin due to the high
voltage auxiliary components failing with a short circuit, blowing fuses in the high
voltage junction box, and blowing fuses in the battery energy module.

1 41. The following slide was shared during a shop foreman conference call
2 put on by JLRNA in 2019:

3 **Latest Vehicle Concern Fixes**



Cell Module Imbalance	19 & 20MY I-PACE
<p>Customer Voice:</p> <ul style="list-style-type: none">• Customer may experience various warnings & symptoms i.e. difficulties charging the vehicle, a Traction Battery Warning, or inability to start the vehicle, Reduced Performance Warning. <p>Technical Description:</p> <ul style="list-style-type: none">• Various codes for Hybrid/EV Battery Cell Module XX- Signal failure. <p>Status:</p> <ul style="list-style-type: none">• Run 40D2 test in the BECM. BECM ECU Function- HV Hot Spot Cell Module Data• Results do not populate easily in the session file, take screen shots of the 40D2 test• 40D2 Test will ask technicians to charge the vehicle for 10 minutes. The test will still run if you are unable to charge the vehicle• Prior to case submission, please have you designated EVSAP pressure the HV Battery	

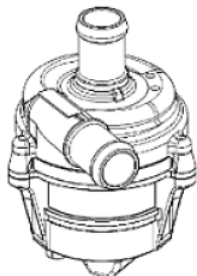


4 42. The following power point slide was provided by JLRNA to NHTSA
5 in 2020:

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TECHNICAL TOPICS
POWERTRAIN



Water Pump P2600-13 Stored in the PCM	19/20MY I-PACE
<p><u>Customer Voice:</u></p> <ul style="list-style-type: none"> - Vehicle cannot be put into gear out of park and/or an HV Battery warning is displayed on the instrument cluster. <p><u>Technical Description:</u></p> <ul style="list-style-type: none"> - P2600-13 "Coolant Pump "A" Control Circuit Open stored in the PCM. <p><u>Status:</u></p> <ul style="list-style-type: none"> - Please follow TOPIx Guidance as well as any guided flows available in PATHFINDER. - Raise a TA if you require additional assistance. - If diagnosis results is replacement of the Water Pump, please raise an EPQR for parts return. 	



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32

43. JLRNA did not initiate an investigation until February 2, 2022. JLRNA’s investigation is incomplete. JLRNA could not determine an endpoint in affected vehicles.

44. On May 18, 2023, JLRNA determined that it would conduct a recall of all I-Pace vehicles manufactured to date: all 2019-2024 Jaguar I-Pace vehicles (“Class Vehicles”). JLRNA’s 573 report indicates that of the 6,422 potentially involved vehicles, 100% are estimated to have the defect, reported as: “Vehicles have experienced thermal overload which may show as smoke or fire, that may occur underneath the vehicle where high voltage traction battery is located. Investigations are continuing.”

45. As stated in JLRNA’s recall, owners of the Class Vehicles were at risk of “A vehicle thermal overload condition such as fire or smoke can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.”

46. The recall does not fix the defect. The recall simply provides software to anticipate when the battery with catch fire. The recall will also limit the charging

1 capacity to 75%. Class Vehicles cannot be parked or charged inside before or after
2 having the recall performed. The recall anticipates that JLRNA’s dealers may
3 replace high voltage batteries “if necessary” but fails to indicate what would render
4 replacement necessary. Moreover, since the recall applies to 2024 vehicles that have
5 not yet been sold or manufactured and specifically acknowledges that no endpoint
6 has been identified, there is no reason to believe that a replacement battery will be
7 less dangerous.

8
9 **CLASS ALLEGATIONS**

10 47. Plaintiff brings this class action on behalf of herself and on behalf of
11 the Class Members. Plaintiff is informed and believes that the Class Vehicles are
12 dangerous to drive and put drivers, passengers, and other motorists at risk of
13 serious injury or death.

14 48. Plaintiff brings this lawsuit as a class action on behalf of herself and
15 similarly situated individuals pursuant to Rule 23 of the Federal Rules of Civil
16 Procedure.

17 49. Plaintiff brings this class action on behalf of herself and all other
18 similarly situated members of a proposed statewide class (“Class”), defined as
19 follows:

20
21 **All persons or entities in California who are current or**
22 **former owners and/or lessees of 2019-2024 Jaguar I-**
23 **Pace vehicles, and which were bought or used**
24 **primarily for personal, family, or household purposes**
25 **or bought or used primarily for business purposes by**
26 **a person, including a partnership, limited liability**
27 **company, corporation, association, or any other legal**
28 **entity, to which not more than five motor vehicles are**
registered in California (“Class Members”).

50. Excluded from the Class are: (1) JLRNA, any affiliated parent or

1 sister company, any entity or division in which JLRNA has a controlling interest,
2 its legal representatives, officers, directors, assigns, and successors; (2) the Judge
3 to whom this case is assigned and the Judge's staff; (3) governmental entities; (4)
4 persons or entities with pending litigation against JLRNA related to a Class
5 Vehicle; and (5) claims for personal injuries resulting from the facts alleged herein.
6 Plaintiffs reserve the right to amend the Class definitions if discovery and further
7 investigation reveal that the Class should be expanded, divided into subclass, or
8 modified in any other way.

9 51. Plaintiff reserves the right to amend the Class, and to add subclasses, if
10 discovery and further investigation reveals such action is warranted.

11 52. **Numerosity:** Although the exact number of Class Members is
12 uncertain and can only be ascertained through appropriate discovery, Plaintiff
13 believes, and on that basis alleges, that thousands of Class Vehicles have been sold
14 and leased in California. Therefore, the number of Class Members is great enough
15 that joinder is impracticable. The disposition of the claims of these Class Members
16 in a single action will provide substantial benefits to all parties and to the Court. The
17 Class Members are readily identifiable from information and records in JLRNA's
18 possession, custody, or control, as well as from records kept by the Department of
19 Motor Vehicles of various states.

20 53. **Typicality:** The claims of the representative Plaintiff are typical of the
21 claims of the Class in that the representative Plaintiff, like all Class Members,
22 acquired for value (in Plaintiff's and some potential Class Members' case purchased,
23 in other potential Class Members' case leased) a Class Vehicle designed,
24 manufactured, and distributed by JLRNA in which the battery system was defective
25 and there has been no remedy made available. The representative Plaintiff, like all
26 potential Class Members, has been damaged by Defendant's misconduct, and is
27 forced to own an unsafe and dangerous vehicle. Furthermore, the factual bases of
28 Defendant's misconduct are common to all potential Class Members and represent

1 a common thread of fraudulent, deliberate, and negligent misconduct resulting in
2 injury to all potential Class Members, including Plaintiff.

3 54. No violations alleged in this complaint are contingent on any
4 individualized interaction of any kind between potential Class Members and
5 JLRNA. Rather, all claims in this matter arise from the identical acts, omissions,
6 concealments, and representations of JLRNA.

7 55. **Existence and Predominance of Common Questions of Fact and**
8 **Law:** There are common questions of law and fact as to the potential Class Members
9 that predominate over questions affecting only individual members, including but
10 not limited to:

- 11 a. Whether JLRNA engaged in unlawful, unfair, or deceptive business
12 practices in selling Class Vehicles to Plaintiff and other potential Class
13 Members;
- 14 b. Whether JLRNA made false misrepresentations or omitted and
15 concealed material facts with respect to the Class Vehicles it sold to
16 potential Class Members;
- 17 c. Whether the Class Vehicles and their battery systems are defectively
18 designed or contain defective workmanship or defective materials and
19 are manufactured such that they are not suitable for their intended use
20 or were not of similar quality to other vehicles in the trade;
- 21 d. Whether the fact that the Class Vehicles suffer from a battery system
22 defect would be considered material by a reasonable consumer;
- 23 e. Whether the fact that the Class Vehicles suffer from a defect that could
24 cause fire or injury would be considered material by a reasonable
25 consumer;
- 26 f. Whether JLRNA profited from the sale of Class Vehicles containing
27 the battery system defect;
- 28 g. Whether JLRNA was aware of the battery system defect before the

1 Class Vehicles were sold to potential Class Members;

2 h. Whether JLRNA continues to sell Class Vehicles to consumers after
3 becoming aware of the battery system defect;

4 i. Whether JLRNA violated California Business and Professions code
5 Section 17200, et seq.;

6 j. Whether JLRNA breached the express warranty it provided to potential
7 Class Members;

8 k. Whether JLRNA breached the implied warranty provided to potential
9 Class Members;

10 l. Whether Plaintiff and potential Class Members are entitled to equitable
11 relief; and

12 m. Whether JLRNA's unlaw, unfair and/or deceptive practices harmed
13 Plaintiff and potential Class Members.

14 56. Plaintiff's claims are not only typical of all potential Class Members,
15 but they are also identical.

16 57. All of Plaintiff's claims and all potential Class Members' claims are
17 based on the exact same legal theories. Plaintiff's damages also mirror the damages
18 suffered by all potential Class Members—viz., an injunction barring further sales of
19 vehicles with the battery system defect, and monetary damages in the form of a
20 buyback of the Class Vehicles. Further, Plaintiff has no interest antagonistic to, or
21 in conflict with, those of the Class.

22 58. **Adequate Representation:** Plaintiff is qualified to, and will, fairly and
23 adequately protect the interests of each Class Member. Plaintiff has retained
24 attorneys experienced in the prosecution of class actions and consumer claims
25 similar to the present matter. Plaintiff intends to prosecute this action vigorously.

26 59. **Predominance and Superiority:** Plaintiff and the potential Class
27 Members have all suffered and will continue to suffer harm. A class action is
28 superior to other available methods for the fair and efficient adjudication of the

1 controversy. Absent a class action, most potential Class Members would find the
2 cost of litigating their claims prohibitively high and would therefore have no
3 effective remedy at law. Because of the relatively small size of the individual
4 potential Class Members' claims, it is likely that only a few potential Class Members
5 could afford to seek legal redress for Defendant's misconduct. Absent a class action,
6 potential Class Members will continue to incur damages, future consumers will
7 purchase defective vehicles, and Defendant's misconduct will continue without
8 remedy. Class treatment of common questions of law and fact would also be a
9 superior method to multiple individual actions or piecemeal litigation in that class
10 treatment will conserve the resources of the courts and the litigants and will promote
11 consistency and efficiency of adjudication.

12 60. In sum, Plaintiff will thoroughly and adequately protect the interests of
13 the Class, having retained qualified and competent legal counsel to represent herself
14 and the class, common questions will predominate, and there will be no unusual
15 manageability issues.

16
17 **FIRST CLAIM FOR RELIEF**

18 **Violation of the Consumer Legal Remedies Act – Injunctive Relief**
19 **(On Behalf of Plaintiff and the Class)**

20 61. Plaintiff incorporates herein by reference each and every allegation
21 contained in the preceding and succeeding paragraphs as though herein fully restated
22 and re-alleged.

23 62. Plaintiff brings this cause of action on behalf of herself and on behalf
24 of the potential Class Members.

25 63. Defendant JLRNA is a "Person" pursuant to California Civil Code
26 section 1761(c).

27 64. Plaintiff and potential Class Members are "consumers" pursuant to
28 California Civil Code section 1761(d).

1 65. The purchases and leases of Class Vehicles and the warranties issued
2 to Plaintiff and potential Class Members constitute transactions as defined by
3 California Civil Code section 1761(e).

4 66. The Class Vehicles and warranties constitute “goods” or “services” as
5 defined by California Civil Code sections 1761(a) and (b).

6 67. Plaintiffs and potential Class Members purchased or leased the Class
7 Vehicles and warranties primarily for personal, family, and household purposes as
8 set forth in California Civil Code section 1761(d).

9 68. JLRNA’s misrepresentations, active concealment, failure to disclose,
10 and omissions regarding the Class Vehicles and violated the California Consumer
11 Legal Remedies Act, codified at California Civil Code section 1750 *et. seq.*, as
12 follows:

- 13 a. JLRNA misrepresented the Class Vehicles and warranties had
14 characteristics, benefits, or uses that they did not have. Cal. Civ Code §
15 1770, subd.(a)(5);
- 16 b. JLRNA misrepresented the Class Vehicles and warranties were of a
17 particular standard, quality, or grade when they were of another. Cal.
18 Civ Code § 1770, subd. (a)(7);
- 19 c. JLRNA advertised, and continues to advertise, the Class Vehicles and
20 warranties with inability and intent not to sell or lease them as
21 advertised. Cal. Civ Code § 1770, subd. (a)(9);
- 22 d. JLRNA misrepresented the Class Vehicles and warranties conferred or
23 involved rights, remedies, or obligations that the did not. Cal. Civ Code
24 § 1770, subd. (a)(14); and
- 25 e. JLRNA misrepresented the Class Vehicles and warranties were
26 supplied in accordance with previous representations when in fact they
27 were not. Cal. Civ Code § 1770, subd. (1)(16).

28 69. JLRNA’s unfair and deceptive acts or practices occurred repeatedly

1 during JLRNA's course of trade and business. These practices were material,
2 capable of deceiving a substantial portion of the purchasing public, and as a result
3 caused economic harm to purchasers and lessees of the Class Vehicles.

4 70. JLRNA knew by Summer 2019, at the latest, and certainly before the
5 sale or lease of a Class Vehicle to Plaintiff, and many of the Class Vehicles, that the
6 Class Vehicles contained an inherent battery system defect, were defectively
7 designed or manufactured, manifested serious problems leading to fire or serious
8 injury, and were not suitable for their intended use.

9 71. By Summer 2019 at the latest, JLRNA had exclusive knowledge of
10 material facts concerning the existence of the battery system defect in its Class
11 Vehicles. JLRNA actively concealed the battery system defect from Plaintiff and
12 potential Class Members who purchased the Class Vehicles.

13 72. JLRNA has failed to offer any solution for the battery system defect to
14 Plaintiff and potential Class Members.

15 73. JLRNA has only instructed consumers to forego essential features and
16 functions of the Class Vehicles.

17 74. JLRNA was under a duty to Plaintiff and potential Class Members to
18 disclose the defective nature of the battery system, as well as any associated risks or
19 costs they would have to bear and features they would have to forego by purchasing
20 a Class Vehicle. JLRNA was under this duty because:

- 21 a. JLRNA was and is in a superior position to know the true state of the
22 facts, and true nature of the battery system defect manifested in the
23 Class Vehicles;
- 24 b. Plaintiff and potential Class Members could not reasonably have been
25 expected to learn or discover that the Class Vehicles had the battery
26 system defect until symptoms of the defect, which can be catastrophic,
27 manifested;
- 28 c. JLRNA knew Plaintiff and potential Class Members could not have

1 reasonably learned of or discovered the battery system defect until its
2 manifestation.

3 75. In failing to disclose the battery system defect, JLRNA knowingly and
4 intentionally concealed material facts and breached its duty to refrain from doing so.

5 76. The facts concealed and not disclosed by JLRNA to Plaintiff and
6 potential Class Members are material in that a reasonable consumer would have
7 considered them to be important in deciding whether to purchase or lease a Class
8 Vehicle. A reasonable consumer would consider the battery system in an electric
9 vehicle to be an essential and desirable quality of such a vehicle. Had Plaintiff and
10 potential Class Members known that the Class Vehicles contained the battery system
11 defect, they would not have purchased or leased a Class Vehicle.

12 77. Plaintiff and potential Class Members are reasonable consumers. They
13 did not expect their Class Vehicles to contain a battery system defect. It is reasonable
14 for a consumer to expect that the battery system in an electric vehicle will not contain
15 a defect that may lead to fire or serious injury, or any other defect that would prohibit
16 them from using the vehicle.

17 78. As a result of JLRNA's misconduct as described herein, Plaintiff and
18 potential Class Members have been harmed and suffered actual damages in that the
19 Class Vehicles should not contain a defective battery system that increases the risk
20 of fire or serious injury. This creates a threat to the safety of Class Members, their
21 passengers, and other motorists.

22 79. As a direct and proximate result of JLRNA's unfair and deceptive acts,
23 omissions, concealment, and practices, Plaintiff and potential Class Members have
24 suffered, and will continue to suffer actual damages in that they continue to own a
25 vehicle that they cannot use in the manner they expected to when they purchased the
26 Class Vehicles, and when they do, they run the risk of fire or serious injury with no
27 remedy in sight.

28 80. Plaintiff and potential Class Members are entitled to equitable relief.

1 81. Pursuant to California Civil Code section 1780, subd. (a)(2), Plaintiff
2 and potential Class Members seek an injunction prohibiting the acts set forth herein
3 which violate the Consumer Legal Remedies Act.

4 82. Plaintiff seeks an order prohibiting Defendant, JLRNA, from engaging
5 in the acts described in this Complaint and requiring JLRNA to do the following:

6 (1) Cease all sales of Class Vehicles to any persons or entities including
7 sales to its California JLRNA dealerships of Class Vehicles;

8 (2) Issue a “Stop Sale” order to its California dealerships prohibiting the
9 sales of any Class Vehicle to any member of the public;

10 (3) Take down advertisements for Class Vehicles or otherwise make
11 abundantly clear to the general public on JLRNA’s website and other
12 advertising that Class Vehicles are subject to a defect that is not yet
13 repairable;

14 (4) Toll the express warranty period for all Class Vehicles to cover, at a
15 minimum, the time period during which the Class Vehicles have been
16 recalled until a full remedy is developed that permits the Class Vehicles
17 to permanently and safely operate with all functions consistent with
18 *California Civil Code* § 1795.6.

19 (5) Repair Class Vehicles within 30 days of presentation pursuant to
20 *California Civil Code* § 1793.4 or offer a repurchase of said vehicles
21 pursuant to *California Civil Code* § 1794.

22 83. JLRNA acted with malice, oppression, and fraud toward Plaintiff and
23 potential Class Members within the meaning of California Civil Code section 3294.

24 84. Pursuant to California Civil Code section 1780(d), Plaintiff may
25 recover attorney’s fees and costs according to proof at trial.

26
27 **SECOND CLAIM FOR RELIEF**

28 **Violation of the Song-Beverly Consumer Warranty Act – Breach of Express**

1 repair their vehicles would be futile as JLRNA did not have a fix for the defective
2 battery system.

3 94. JLRNA has failed to provide its representatives (JLRNA authorized
4 dealers) for purposes of warranty repairs sufficient literature and parts to effect repair
5 to the class vehicles. JLRNA is required to do so pursuant to *California Civil Code*
6 § 1793.2(a)(3)

7 95. Notwithstanding JLRNA's failures to comply with various provisions
8 of the SBA and Plaintiff's and potential Class Members' entitlement, JLRNA failed
9 to either promptly replace or repurchase the Class Vehicles in accordance with the
10 SBA.

11 96. By failure of Defendant JLRNA to remedy the defects as alleged above,
12 or to repurchase or replace the Class Vehicles, Defendant JLRNA has breached its
13 obligations under the Act.

14 97. Under the SBA, Plaintiff and potential Class Members are entitled to
15 damages pursuant to California Civil Code sections 1793.2 and 1794, *et seq.*

16 98. Plaintiff and potential Class Members are entitled to recover all
17 incidental and consequential damages pursuant to 1794 *et seq.* and California
18 Commercial Code sections 2714 and 2715, *et seq.*

19 99. Plaintiff and potential Class Members are entitled under the SBA to
20 recover as part of the judgment a sum equal to the aggregate amount of costs and
21 expenses and actual attorney's fees reasonably incurred in connection with the
22 commencement and prosecution of this action.

23 100. Plaintiff is entitled to prejudgment interest pursuant to California Civil
24 Code section 3287.

25
26 **THIRD CLAIM FOR RELIEF**

27 **Violation of the Song-Beverly Consumer Warranty Act – Breach of Implied**
28 **Warranty**

1 **(On Behalf of Plaintiff and Class Members)**

2 101. Plaintiff incorporates herein by reference each and every allegation
3 contained in the preceding and succeeding paragraphs as though herein fully restated
4 and re-alleged.

5 102. JLRNA is the “manufacturer,” “distributor,” and/or “retail seller” of the
6 Class Vehicles and JLRNA’s obligation under the implied warranties is either direct
7 or by operation of law pursuant to California Civil Code section 1795.

8 103. Each Class Vehicle was accompanied by an implied warranty that the
9 Class Vehicles were merchantable pursuant to California Civil Code section 1792.

10 104. The Class Vehicles were not fit for the ordinary purpose for which such
11 goods are used because it was equipped with defects in the battery system.

12 105. The Class Vehicles were not of the same quality as those generally
13 acceptable in the trade because they were equipped with defects in the Class
14 Vehicle’s battery system causing risk of fire and serious injury.

15 106. The Class Vehicles did not measure up to the promises or facts stated
16 on the label of the car; namely that it was and would operate as an electric vehicle
17 with a stated mileage range at full charge.

18 107. Plaintiff and potential Class Members are entitled to justifiably revoke
19 acceptance of the Class Vehicles under California Civil Code, section 1794, *et seq*;

20 108. Plaintiff and potential Class Members hereby revoke acceptance of the
21 Class Vehicles.

22 109. Under the Act, Plaintiff and potential Class Members are entitled to
23 damages pursuant to California Civil Code sections 1793.2 and 1794, *et seq*.

24 110. Plaintiff and potential Class Members are entitled to recover all
25 incidental and consequential damages pursuant to California Civil Code section
26 1794 *et seq*. and Commercial Code, sections 2714 and 2715, *et seq*.

27 111. Plaintiff and potential Class Members are entitled under the SBA to
28 recover as part of the judgment a sum equal to the aggregate amount of costs and

1 expenses and actual attorney's fees reasonably incurred in connection with the
2 commencement and prosecution of this action.

3 112. Plaintiff is entitled to prejudgment interest pursuant to Civil Code
4 section 3287.

5
6 **FOURTH CLAIM FOR RELIEF**

7 **Violation the Unfair Business Practices Act – Cal. Bus. & Prof. Code §§ 17200**
8 **et. seq.**

9 **(On Behalf of Plaintiff and Class Members)**

10 113. Plaintiff incorporates herein by reference each and every allegation
11 contained in the preceding and succeeding paragraphs as though herein fully restated
12 and re-alleged.

13 114. Actions for relief under the unfair competition law may be based on any
14 business act or practice that is within the broad definition of the Unfair Business
15 Practices Act. Cal. Bus. & Prof. Code, §§ 17200, *et. seq.* (“UCL”). Such violations
16 of the UCL occur as a result of unlawful, unfair or fraudulent business acts and
17 practices. A causal connection exists between JLRNA’s business practices and the
18 alleged harm in that JLRNA’s conduct caused or was likely to cause substantial
19 injury to Plaintiff and potential Class Members.

20
21 **JLRNA’s Unfair Business Acts and Practices**

22 115. JLRNA’s acts, omissions, misrepresentations, and practices as alleged
23 herein constitute “unfair” business acts and practices within the meaning of the UCL
24 in that its conduct is substantially injurious to consumers, offends public policy, and
25 is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct
26 outweighs any alleged benefits attributable to such conduct. There were reasonably
27 available alternatives to further JLRNA’s legitimate business interests, other than
28 the conduct described herein. Plaintiff reserves the right to allege further conduct

1 which constitutes other unfair business acts or practices. Such conduct is ongoing
2 and continues to this date.

3 116. Plaintiff's and potential Class Members' injuries are: (1) substantial;
4 (2) not outweighed by any countervailing benefits to consumers or competition; and,
5 (3) not injuries that consumers themselves could reasonably have avoided.

6 117. Here, JLRNA's conduct has caused and continues to cause substantial
7 injury to Plaintiff and potential Class Members. Plaintiff and potential Class
8 Members have suffered injury in fact due to JLRNA's decision to knowingly sell
9 defective Class Vehicles, with no remedy or fix available for the known defect.
10 JLRNA's conduct has caused substantial injury to Plaintiff and potential Class
11 Members.

12 118. JLRNA's conduct as alleged herein solely benefits JLRNA while
13 providing no benefit of any kind to Plaintiff or potential Class Members. Such
14 deception utilized by JLRNA convinced Plaintiff and potential Class Members that
15 the Class Vehicles were of a certain value and price to induce them to spend money
16 on the Class Vehicles. Knowing that Class Vehicles were not of a suitable quality to
17 be sold, due to the defective battery system, JLRNA unfairly profited from their sale.
18 The injury suffered by Plaintiff and the members of the Class is not outweighed by
19 any countervailing benefits to consumers.

20 119. The injuries suffered by Plaintiff and potential Class Members are not
21 injuries that they could reasonably have avoided. After JLRNA falsely represented
22 the quality of the Class Vehicles, Plaintiff and potential Class Members suffered
23 injury in fact due to their subsequent purchase and/or lease of the defective Class
24 Vehicles. JLRNA failed to take reasonable steps to inform Plaintiff and potential
25 Class Members that the Class Vehicles were in a potentially permanently defective
26 condition due to the defects with the battery system. As such, JLRNA leveraged its
27 position of power and its superior (and singular) knowledge to deceive Plaintiff and
28 potential Class Members to purchase the Class Vehicles. The injury suffered by

1 Plaintiff and potential Class Members are not injuries that they could reasonably
2 have avoided.

3 120. JLRNA's conduct violated the "unfair" prong of Section 17200.
4

5 **JLRNA's Fraudulent Business Acts and Practices**

6 121. JLRNA's fraudulent business acts and practices were likely to and did
7 deceive members of the public.

8 122. Plaintiff and potential Class Members were not only likely to be
9 deceived, but in fact were deceived by JLRNA. Plaintiff and potential Class
10 Members agreed to purchase or lease Class Vehicles under the basic assumption that
11 they would be free from battery system defects that could lead to fire and serious
12 injury, when in fact they were not. Plaintiff's and potential Class Members' reliance
13 upon JLRNA's deceptive statements is reasonable due to the unequal bargaining
14 power between JLRNA and Plaintiff and potential Class Members as well as
15 JLRNA's superior knowledge. It is likely that JLRNA's fraudulent business practice
16 would deceive members of the public at large.

17 123. JLRNA deceived Plaintiff and Class Members by falsely representing
18 the Class Vehicles as being of merchantable, suitable quality. This conduct satisfies
19 the "fraudulent" element of UCL Section 17200.
20

21 **JLRNA's Unlawful Business Acts and Practices**

22 124. JLRNA deceived Plaintiff and potential Class Members by representing
23 the Class Vehicles to be of a certain, non-defective, quality, and unfairly deceived
24 Plaintiff and potential Class Members by representing that the Class Vehicles were
25 suitable for sale, when JLRNA knew that they were not.

26 125. JLRNA used misrepresentations and concealments of material facts to
27 induce Plaintiff and potential Class Members to purchase the Class Vehicles, in
28 violation of UCL Section 17200. Had JLRNA not misrepresented the quality of the

1 Class Vehicles, Plaintiff and potential Class Members would not have purchased the
2 Class Vehicles. JLRNA’s conduct caused and continues to cause economic harm to
3 Plaintiff and potential Class Members.

4 126. The misrepresentations and concealments by JLRNA were “unlawful”
5 business practices or acts under UCL section 17200.

6 127. JLRNA has engaged in unlawful, unfair, and fraudulent business acts
7 entitling Plaintiff and Class Members to judgment and equitable relief against
8 JLRNA. Pursuant to UCL section 17203, Plaintiff and potential Class Members
9 seek an order requiring JLRNA to immediately cease its unlawful, unfair, and
10 fraudulent business practices, and requiring JLRNA to correct its actions.

11
12 **FIFTH CLAIM FOR RELIEF**

13 **Breach of the Covenant of Good Faith and Fair Dealing**

14 **(On Behalf of Plaintiff and Class Members)**

15 128. Plaintiff incorporates herein by reference each and every allegation
16 contained in the preceding and succeeding paragraphs as though herein fully restated
17 and re-alleged.

18 129. Plaintiff brings this clam on behalf of herself and on behalf of potential
19 Class Members.

20 130. Every contract in the State of California has an implied covenant of
21 good faith and fair dealing. This implied covenant is an independent duty and may
22 be breached even when there is no breach of the contract’s express terms.

23 131. Plaintiff and potential Class Members have complied with and
24 performed all conditions of the contract.

25 132. JLRNA breached the implied covenant of good faith and fair dealing
26 by failing to inform Plaintiff and potential Class Members of the battery system
27 defect affecting the Class Vehicles and failing to properly repair this defect.

28 133. JLRNA acted in bad faith and/or with malicious motive in denying

1 Plaintiff and potential Class Members the full benefit of their bargain as originally
2 intended by the parties, thereby causing them injury in an amount to be determined
3 at trial.

4
5 **PRAYER FOR RELIEF**

6 Plaintiff, on behalf of herself and all others similarly situated prays as
7 follows:

8 1) For an award of actual, general, special, incidental, statutory,
9 compensatory, and consequential damages on claims brought under California's
10 Unfair Competition Law, breach of express and implied warranties under all relevant
11 statutes, and breach of the implied covenant of good faith and fair dealing and in an
12 amount to be proven at trial.

13 2) For a Temporary Restraining Order and a Preliminary Injunction:

14 a) enjoining JLRNA from continuing to sell Class Vehicles containing the
15 battery system defect to its California JLRNA dealerships;

16 b) Directing JLRNA to issue a "Stop Sale" order to its California
17 dealerships prohibiting the sales of any Class Vehicle to any member of the public;

18 c) Directing JLRNA to take down advertisements for Class Vehicles or
19 otherwise make abundantly clear to the general public on JLRNA's website and
20 other advertising that Class Vehicles are subject to a defect that is not yet repairable
21 that makes the vehicle dangerous;

22 d) Directing JLRNA to toll the express warranty period for all Class
23 Vehicles to cover, at a minimum, the time period during which the Class Vehicles
24 have been recalled until a full remedy is developed that permits the Class Vehicles
25 to permanently and safely operate with all functions consistent with *California Civil*
26 *Code* § 1795.6.

27 e) Directing JLRNA to repair Class Vehicles within 30 days of
28 presentation pursuant to *California Civil Code* § 1793.4 or offer a repurchase of said

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Says 'Defect' Can Cause Battery Systems in Certain Jaguar Vehicles to Overheat, Catch Fire](#)
