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13

14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**  
16

17 GRACE PROUDFOOT, an  
individual; STUART L. OKEN, an  
18 individual; LAURA L. WOZNIAK, an  
individual; and RACHEL  
19 GROSSMAN, an individual; on behalf  
of themselves and all others similarly  
20 situated,

21 Plaintiffs,

22 vs.

23 NISSAN NORTH AMERICA, INC., a  
Delaware corporation; and DOES 1  
24 through 100, inclusive,

25 Defendants.  
26  
27  
28

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiffs GRACE PROUDFOOT, STUART L. OKEN, LAURA L. WOZNIAK, and RACHEL GROSSMAN (“Plaintiffs”), by and through their undersigned counsel, on their own behalf and on behalf of all other persons similarly situated, sue NISSAN NORTH AMERICA, INC. (“Nissan”) and Does 1 through 100 (“Doe Defendants”) (Nissan and Doe Defendants are collectively referred to herein as the “Defendants”) and for this Complaint, allege upon information and belief, and based on the investigation to date of their counsel, as follows:

**INTRODUCTION**

1. The Nissan Leaf is an electric car designed and manufactured by Nissan Japan and marketed, distributed, sold, warranted and serviced by Nissan. As further alleged below, Defendants made materially misleading representations and omissions regarding the Nissan Leaf’s charging capabilities. Defendants also failed to disclose and/or intentionally omitted to reveal a uniform design defect in the Nissan Leaf’s charging system that eliminates (or at least significantly compromises) the Level 3 fast-charging capabilities of Nissan Leaf vehicles.

2. Specifically, the 2019 through 2022 Nissan Leaf models suffer from a significant defect that causes a substantial fire risk during Level 3 fast charging. The issue stems from the potential for the high-voltage battery to overheat during fast charging, which can lead to a fire. Nissan confirmed that certain Nissan Leaf models have excessive lithium deposits in their battery cells that are a cause of this issue. Nissan knew or should have known about this dangerous defect in the vehicles at issue before the widespread marketing and sale/lease of the vehicles.

3. In or about October 2024, Nissan sent owners/lessors of affected vehicles, including Plaintiffs, a notice regarding the fast charge issue for the 2019-2020 Nissan Leaf. This was titled an “Interim Owner Letter” and instructed owners not to use Level 3 (DC) fast chargers until the recall remedy was completed. This notice left these affected individuals, including Plaintiffs, with no way to quickly

1 charge their vehicles, thus greatly reducing the effective range and utility of their  
2 vehicles.

3 4. To remedy Defendants' misconduct, Plaintiffs bring this action pursuant  
4 to applicable consumer protection statutes, on behalf of themselves and all current  
5 owners or lessees in California and Oregon of 2019 to 2022 Nissan Leaf vehicles  
6 (collectively, "Class Vehicles"). Plaintiffs seek appropriate damages, civil penalties,  
7 and/or restitution, as well as an order compelling Nissan, among other things, to (1)  
8 remove and replace Plaintiffs' and class members' charging systems with a suitable  
9 alternative product for the Nissan Leaf that does not contain the defects alleged  
10 herein; and/or (2) compelling Nissan to reform its Nissan Leaf charging and battery  
11 warranty, in a manner deemed to be appropriate by the Court, to cover the loss of  
12 charging and battery functionality under warranty as alleged herein and to notify all  
13 class members that such warranty has been reformed.

14 5. The Nissan Leaf is an electric vehicle propelled by an electric motor and  
15 powered by a rechargeable lithium-ion battery pack. Instead of adding gasoline or  
16 diesel fuel to a gas tank, Nissan Leaf owners are supposed to be able to charge their  
17 vehicles at Level 3 charging stations or using at-home chargers. The use of Level 3  
18 charging stations is advertised as a way to quickly replenish the charge on Nissan  
19 Leaf vehicles, which makes it possible for the completion of longer trips without  
20 having to wait hours for a full re-charge.

21 6. However, as a result of defective charging systems in the Class  
22 Vehicles, Plaintiffs and all class members have been wrongfully deprived of the  
23 ability to use Level 3 charging, thus depriving them of a significant component of the  
24 value of the Class Vehicles.

25 7. By making false, fraudulent, and misleading statements to consumers,  
26 Defendants made substantial profits and deceived thousands of consumers, including  
27 Plaintiffs, who purchased or leased the Class Vehicles under the false belief that they  
28 could quickly charge their vehicles at Level 3 fast charging stations.

1           8. Consumers have been misled, induced, and defrauded into spending  
2 money and thus harmed by Defendants' fraudulent misrepresentations, false  
3 advertising, and unfair, unlawful and fraudulent business practices.

4                           **JURISDICTION AND VENUE**

5           9. This Court has jurisdiction over this action under 28 U.S.C. § 1332(d) of  
6 the Class Action Fairness Act because the aggregated claims of the class members  
7 exceed the sum or value of \$5,000,000, exclusive of interest and costs, and at least  
8 one Class Member (defined below) is a citizen of a state different from Defendants.

9           10. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because: (i)  
10 the Nissan entities are actively doing business in California and subject to personal  
11 jurisdiction throughout California; (ii) Defendants transact business in California and  
12 in the District based on sales of Nissan vehicles to residents of the District; and (iii)  
13 upon information and belief Defendants have committed unlawful acts in the District  
14 by and through their sales and/or marketing practices within the District.

15                           **PARTIES**

16           11. Plaintiff GRACE PROUDFOOT is a citizen of the State of California  
17 and a resident of San Luis Obispo County. Plaintiff Proudfoot was deceived by the  
18 fraudulent and misleading representations of Defendants (and or their failure to  
19 disclose material facts), which were a material factor in her decision to purchase a  
20 Class Vehicle—a 2019 Nissan Leaf Plus. Ms. Proudfoot purchased her vehicle on  
21 or about July 3, 2023, primarily for her own personal, family, or household use.  
22 Nissan manufactured, sold, distributed, advertised, marketed, and warranted the  
23 vehicle.

24           12. Plaintiffs STUART L. OKEN and LAURA L. WOZNIAK, a married  
25 couple, are citizens and resident of the State of Oregon. They were deceived by the  
26 fraudulent and misleading representations of Defendants (and or their failure to  
27 disclose material facts), which were a material factor in their decision to purchase a  
28 Class Vehicle—a new 2020 Nissan Leaf SL Plus. Dr. Oken and Ms. Wozniak

1 purchased their vehicle on or about March 7, 2021, primarily for their personal,  
2 family, or household use. Nissan manufactured, sold, distributed, advertised,  
3 marketed, and warranted the vehicle.

4 13. Plaintiff RACHEL GROSSMAN is a citizen and resident of the State of  
5 Oregon. She was deceived by the fraudulent and misleading representations of  
6 Defendants (and or their failure to disclose material facts), which were a material  
7 factor in her decision to lease a Class Vehicle—a 2020 Nissan Leaf SV Plus  
8 Hatchback. Ms. Grossman leased her vehicle on or about January 13, 2021, primarily  
9 for her personal, family, or household use. Nissan manufactured, sold, leased,  
10 distributed, advertised, marketed, and warranted the vehicle.

11 14. Defendant Nissan is an automobile design, manufacturing, distribution,  
12 and/or servicing corporation doing business in all 50 states. Defendants design,  
13 manufacture, distribute, market, service, repair, sell and lease passenger vehicles,  
14 including Class Vehicles, nationwide.

15 15. The true names and/or capacities, whether individual, corporate,  
16 partnership, associate, governmental, or otherwise, of the Doe Defendants, inclusive,  
17 and each of them, are unknown to Plaintiffs at this time, who therefore sues such Doe  
18 Defendants by such fictitious names. Plaintiffs are informed and believe, and thereon  
19 allege, that each defendant designated herein as a Doe Defendant caused injuries and  
20 damages proximately thereby to Plaintiffs as hereafter alleged, and that each Doe  
21 Defendant is liable to Plaintiffs for the acts and omissions alleged herein below, and  
22 the resulting injuries to Plaintiffs, and damages sustained by Plaintiffs. Plaintiffs will  
23 amend this Complaint to allege the true names and capacities of said Doe Defendants  
24 when the same are ascertained.

25 **FACTS COMMON TO ALL CLASS MEMBERS**

26 16. Nissan is one of the largest automobile manufacturers in the world and  
27 sells its vehicles and associated services to consumers across the United States—  
28 including California.

1           17. The Nissan Leaf was the first mass produced electric car and is one of  
2 the most affordable electric vehicles (EV) on the market. Given the vehicle's  
3 affordability, it has seen significant sales since its debut in 2010. According to  
4 Nissan's own sales data, between 2019 and 2022 alone, Nissan sold approximately  
5 48,295 Nissan Leaf vehicles (the Class Vehicles) in the USA.

6           18. However, the Nissan Leaf has been plagued with battery and charging  
7 issues since inception. This is, in part, because unlike many EVs on the market, the  
8 Nissan Leaf did not include an active thermal management system to maintain the  
9 battery's temperature at an ideal level. This can create problems for the battery's  
10 health, charging speeds, and range, particularly in very cold or hot weather. The lack  
11 of a thermal management system can also cause the battery to overheat, with  
12 potentially dangerous consequences.

13           19. Plaintiffs are informed and believe, and thereon allege, that prior to  
14 marketing and selling these Class Vehicles, Nissan thoroughly tested the vehicles and  
15 was aware of the consequences of failing to include a thermal management system.  
16 Indeed, Nissan was subject to a prior litigation for its 2011-2012 model Leafs based  
17 on issues arising from the lack of a thermal management system for the EVs battery.  
18 Thus, based on information already in its possession and/or through its pre-marketing  
19 testing process, Nissan learned—or at a minimum should have learned—that the  
20 Class Vehicles suffered from a dangerous defect that can cause the lithium-ion  
21 batteries in the vehicles to overheat during fast charging sessions.

22           20. Despite knowing about this dangerous defect in the Class Vehicles,  
23 Nissan proceeded to market and sell the Class Vehicles to the public without  
24 informing the consuming public about the defect in the charging system. To the  
25 contrary, Nissan falsely advertised that the Class Vehicles were designed so that they  
26 could be quickly charged at Level 3 charging stations so that drivers could complete  
27 long drives without having to wait hours to re-charge the battery.

28           21. Over time, the individuals that purchased the Class Vehicles began to

1 discover the defectiveness of the charging system. Some owners experienced battery  
2 fires as a result of the defective condition of the Class Vehicles. Others began to  
3 experience other related problems, such as slowed charging speeds designed to  
4 prevent the battery from overheating and catching fire. As owners of the Class  
5 Vehicles experienced and reported these problems, the true nature and extent of the  
6 defects eventually came to light

7 22. In 2024, Nissan advised owners of the Class Vehicles to avoid Level 3  
8 fast charging until a “software fix” was implemented. Almost a full year later, Nissan  
9 has not provided any such fix. Even worse, Nissan has at all times known that the  
10 defect at issue is not something that can be remedied by a “software fix.”

11 23. Recently, Nissan announced that the next generation of Nissan Leafs  
12 will be equipped with a liquid cooling pack to maintain the battery’s temperature.

13 24. As a result of Nissan’s unlawful and fraudulent conduct, tens of  
14 thousands of Class Vehicle owners have been deprived of the full value of the  
15 vehicles that they purchased based on Nissan’s misrepresentations and non-  
16 disclosures. Among other things, owners of Class Vehicles are unable to take long  
17 trips and experience significant loss of value when they trade-in and/or re-sell their  
18 Class Vehicles.

19 **PLAINTIFFS’ INDIVIDUAL ALLEGATIONS**

20 25. On or about July 3, 2023, Plaintiff Grace Proudfoot purchased her 2019  
21 Nissan Leaf Plus. At the time she purchased the vehicle, she believed—like all other  
22 class members—that the vehicle could be charged in a variety of manners, including  
23 at Level 1, Level 2, and Level 3 charging stations. This belief was of critical  
24 importance because she believed that, if she was on a long drive or in any other  
25 situation where she need to achieve a full charge quickly, she could utilize a Level 3  
26 charging station, which would fully charge the vehicle’s battery in approximately one  
27 hour or less, as opposed to Level 1 or Level 2 charging stations, which have lower  
28 power outputs and thus take several hours to achieve a full charge.



1           26. In or about October 2024, Plaintiff Proudfoot received a notice from  
2 Nissan advising her about the defective charging/battery system and directing her to  
3 avoid Level 3 fast charging until a “software fix” was implemented. Almost a full  
4 year later, Nissan has not provided any such fix.

5           27. On or about March 7, 2021, Plaintiff Stuart Oken purchased his 2020  
6 Nissan Leaf SL Plus. At the time he purchased the vehicle, he believed—like all  
7 other class members—that the vehicle could be charged in a variety of manners,  
8 including at Level 1, Level 2, and Level 3 charging stations. This belief was of critical  
9 importance because he believed that, if she was on a long drive or in any other  
10 situation where she need to achieve a full charge quickly, he could utilize a Level 3  
11 charging station, which would fully charge the vehicle’s battery in approximately one  
12 hour or less, as opposed to Level 1 or Level 2 charging stations that take several hours  
13 to achieve a full charge.

14           28. In or about October 2024, Plaintiff Oken received a notice from Nissan  
15 advising him about the defective charging/battery system and directing him to avoid  
16 Level 3 fast charging until a “software fix” was implemented. Almost a full year  
17 later, Nissan has not provided any such fix.

18           29. On or about January 13, 2021, Plaintiff Rachel Grossman leased her  
19 2020 Nissan Leaf SV Plus Hatchback. At the time she leased the vehicle, she  
20 believed—like all other class members—that the vehicle could be charged in a  
21 variety of manners, including at Level 1, Level 2, and Level 3 charging stations. This  
22 belief was of critical importance because she believed that, if she was on a long drive  
23 or in any other situation where she need to achieve a full charge quickly, she could  
24 utilize a Level 3 charging station, which would fully charge the vehicle’s battery in  
25 approximately one hour or less, as opposed to Level 1 or Level 2 charging stations,  
26 which have lower power outputs and thus take several hours to achieve a full charge.

27           30. In or about October 2024, Plaintiff Grossman received a notice from  
28 Nissan advising her about the defective charging/battery system and directing her to



1 avoid Level 3 fast charging until a “software fix” was implemented. Almost a full  
 2 year later, Nissan has not provided any such fix.

### 3 **CLASS ACTION ALLEGATIONS**

4 31. Pursuant to Rules 23(a), (b)(1), (b)(2), (b)(3), or alternatively (c)(4) of  
 5 the Federal Rules of Civil Procedure, Plaintiffs bring this class action on behalf of  
 6 themselves and all other similarly situated consumers in the United States as  
 7 members of the following proposed Oregon and California State classes:

8 a. **California Class:** During the fullest period allowed by law, all  
 9 California citizens who bought or leased a Class Vehicle at any time (the “California  
 10 Class”).

11 b. **Oregon Class:** During the fullest period allowed by law, all  
 12 Oregon citizens who bought or leased a Class Vehicle at any time (the “Oregon  
 13 Class”).

14 c. The members of the California Class and Oregon Class are  
 15 collectively referred to herein as “Class Members.”

16 d. Excluded from the Class are any Defendants, any parent  
 17 companies, subsidiaries, and/or affiliates, officers, directors, legal representatives,  
 18 employees, co-conspirators, all governmental entities, and any judge, justice or  
 19 judicial officer presiding over this matter.

20 32. Plaintiffs and Class Members bring this action pursuant to FRCP Rule  
 21 23(a) and (b)(3), on behalf of themselves and all other persons similarly situated for  
 22 the direct, proximate, and foreseeable injuries caused by Defendants’ representations  
 23 and/or omissions concerning the defective charging system in the Class Vehicles.

24 33. The requirements of Federal Rule of Civil Procedure 23 are satisfied for  
 25 the Class. The proposed California Class and Oregon Class are so numerous that  
 26 individual joinder of all their members is impracticable because Class Members  
 27 number in the tens or hundreds of thousands. The precise number of Class Members  
 28 and their identities are unknown to Plaintiffs at this time but are objectively

1 ascertainable and will be determined through appropriate discovery.

2 34. Defendants possess objective evidence as to the identity of each Class  
3 Member and, to a reasonable degree of certainty, the damages suffered by each Class  
4 Member, including without limitation sales receipts, phone numbers, names, rewards  
5 accounts data, credit card data, customer service complaint forms/emails/date, and  
6 other evidence which objectively identifies Class Members.

7 35. Class Members may be notified of the pendency of this action by mail,  
8 publication, and/or through the records of Defendants and third-party retailers and  
9 vendors.

10 36. Like Plaintiffs, all Class Members purchased the Class Vehicles with  
11 the misunderstanding, caused by their reliance on Defendants' representations and/or  
12 omissions, that the Class Vehicles could be used and operated safely as advertised,  
13 with full Level 3 fast charging capabilities. Such understanding was reasonable and  
14 was a material basis for the decision to purchase the Class Vehicles, which  
15 Defendants intended to foster through their various marketing activities in connection  
16 with the sale of the Class Vehicles. Plaintiffs are advancing the same claims and  
17 legal theories on behalf of themselves and all members of the Class.

18 37. There are common questions of law and fact affecting Plaintiffs and  
19 Class Members which predominate over any question affecting only individual  
20 members. The answers to these common questions will advance resolution of  
21 litigation as to all Class Members. These common legal and factual issues include  
22 but are not limited to:

23 a. Whether Defendants marketed and advertised the Class Vehicles  
24 in a way that is false, deceptive, and/or misleading.

25 b. Whether by the misconduct set forth in this complaint,  
26 Defendants engaged and continue to engage in unfair, fraudulent, or unlawful  
27 business practices;

28 c. Whether Defendants' conduct was committed knowingly and/or

1 intentionally;

2 d. Whether Defendants' conduct constitutes violations of the federal  
3 and/or state laws asserted herein;

4 e. Whether and when Defendants had a duty to correct their  
5 fraudulent statements;

6 f. Whether Class Members were harmed by Defendants' false  
7 statements;

8 g. Whether Defendants were unjustly enriched by their conduct;

9 h. Whether Defendants' conduct violates public policy;

10 i. Whether Class Members are entitled to punitive damages;

11 j. Whether the Class Members are entitled to recover statutory  
12 attorney's fees; and

13 k. Whether, as a result of Defendants' misconduct as alleged herein,  
14 Plaintiffs and Class Members are entitled to restitution, injunctive and/or monetary  
15 relief and, if so, the amount and nature of such relief.

16 38. Plaintiffs' claims are typical of the claims of the proposed California  
17 Class and Oregon Class because Plaintiffs and Class Members were harmed in the  
18 same manner by the same conduct, all of which was intended by Defendants.

19 39. Plaintiffs and Class Members have all sustained economic injury arising  
20 out of Defendants' violations of common and statutory law alleged herein.

21 40. Plaintiffs will fairly and adequately represent and protect the interests  
22 of the California Class and Oregon Class. Plaintiffs intend to prosecute these claims  
23 vigorously. Plaintiffs have no adverse or antagonistic interests to those of the Class  
24 Members, nor are Plaintiffs subject to any unique defenses.

25 41. Plaintiffs' interests do not conflict with the interests of the California  
26 Class or the Oregon Class they seek to represent. Plaintiffs have retained counsel  
27 competent and experienced in prosecuting class actions, and Plaintiffs intend to  
28 prosecute this action vigorously.

1           42. The class mechanism is superior to other available means for the fair  
2 and efficient adjudication of the claims of Plaintiffs and Class Members.

3           43. Given the small relative amount of damages at stake for any of the  
4 individual Class Members, individual litigation is not practicable.

5           44. Individual Class Members will not wish to undertake the burden and  
6 expense of individual cases.

7           45. In addition, individualized litigation increases the delay and expense to  
8 all parties and multiplied the burden on the judicial system. Individualized litigation  
9 also presents the potential for inconsistent or contradictory judgments.

10           46. In contrast, the class action device presents far fewer management  
11 difficulties and provides the benefits of single adjudication, economy of scale, and  
12 comprehensive supervision by a single court.

13           47. Questions of law and fact common to all Class Members predominate  
14 over any questions affecting only individual Class Members. Injuries sustained by  
15 Plaintiffs and Class Members flow, in each instance, from a common nucleus of  
16 operative facts as set forth above.

17           48. In each case, Defendants used deceptive marketing and sales techniques,  
18 as well as other underhanded business practices, aimed at the Class Members, causing  
19 harm to all Class Members as a result of such intentional conduct. The resolution of  
20 these central issues will be the focus of the litigation and predominate over any  
21 individual issues.

22           49. Proposed class counsel possesses the knowledge, experience,  
23 reputation, ability, skill, and resources to represent the Class and should be appointed  
24 lead counsel for the Class Members.

25           50. In addition to, or in the alternative to the above, this case is properly  
26 maintained as a class action under Rule 23(b)(2) because Defendants have acted or  
27 refused to act on grounds that apply generally to the Class Members as a whole, such  
28 that final equitable relief is appropriate regarding the Class as a whole.

1           51. Defendants have acted and/or refused to act on grounds applicable  
2 generally to the Class Members as a whole. Defendants made representations and/or  
3 omissions regarding the Level 3 charging capabilities of the Nissan Leaf to Plaintiffs  
4 and Class Members, which they knew or should have known were false, deceptive  
5 and/or misleading.

6           52. Plaintiffs and Class Members have been injured and continue to be  
7 injured by Defendants' acts and/or omissions. Therefore, Plaintiffs and Class  
8 Members seek injunctive relief or corresponding declaratory relief with respect to the  
9 class as a whole.

10          53. In the alternative, this case is properly maintained as a class action with  
11 respect to the following issues under FRCP 23 (C)(4):

12           a. The liability of Defendants under Plaintiff's and Class Members'  
13 claims for relief resulting from Defendants representations and/or omissions,  
14 designed by Defendants and employed to all relevant consumers on a nationwide  
15 basis, and made to Plaintiffs and Class Members concerning the Class Vehicles'  
16 charging systems;

17           b. Whether Defendants owed a duty of care to Plaintiffs and the  
18 Class Members;

19           c. Whether Defendants knew or should have known that  
20 representations and/or omissions made concerning their Class Vehicles were false,  
21 deceptive and/or misleading;

22           d. Whether Defendants wrongfully represented, and continue to  
23 misrepresent, the capabilities and characteristics of the Class Vehicles;

24           e. Whether Defendants' representations and/or omissions are true,  
25 or are misleading, or objectively reasonably likely to deceive;

26           f. Whether Defendants' representations and/or omissions with  
27 respect to their Class Vehicles were false, deceptive, and misleading;

28           g. Whether Defendants' representations and/or omissions caused

1 Plaintiffs and Class Members to suffer harm; and

2 h. Whether Defendants knew or should have known that its  
3 representations and/or omissions would cause Plaintiffs and Class Members to suffer  
4 harm.

5 **COUNT I**

6 **(Unjust Enrichment)**

7 **(Against Defendants On Behalf of All Class Members)**

8 54. Plaintiffs and Class Members reallege and incorporate by reference each  
9 allegation set forth above.

10 55. At all relevant times, Defendants deceptively marketed, advertised, and  
11 sold/leased the Class Vehicles to Plaintiffs and Class Members.

12 56. The Class Vehicles purchased or leased by Plaintiffs and Class Members  
13 did not provide the promised performance.

14 57. Plaintiffs and Class Members conferred a benefit on Defendants in the  
15 form of monies that were paid in exchange for the Class Vehicles.

16 58. Defendants were aware and had knowledge of these non-gratuitous  
17 benefits, and, in fact, intended for this to occur as a result of their fraudulent, deceitful  
18 marketing and sales practices.

19 59. Defendants have been unjustly enriched in retaining the revenues  
20 derived from Plaintiffs and Class Members' purchases of the Class Vehicles, which  
21 retention under these circumstances is unjust and inequitable because Defendants  
22 misrepresented and/or omitted material facts concerning the Class Vehicles.

23 60. Defendants' misrepresentations and/or omissions caused injuries to  
24 Plaintiffs and Class Members because no reasonable consumer would have  
25 purchased or leased the Class Vehicles if Defendants were honest about the value  
26 and the true facts regarding the Class Vehicles were known.

27 61. Because Defendants' retention of the non-gratuitous benefits conferred  
28 on them by Plaintiffs and Class Members is unjust and inequitable, Defendants must

1 pay restitution to Plaintiffs and the Class Members for their unjust enrichment, as  
2 ordered by the Court.

3 **COUNT II**

4 **(Fraud)**

5 **(Against Defendants On Behalf of All Class Members)**

6 62. Plaintiffs and Class Members reallege and incorporate by reference each  
7 allegation set forth above, which detail fraud with specificity.

8 63. Defendants made affirmative false and misleading statements.

9 64. Alternatively, Defendants fraudulently omitted and concealed material  
10 facts.

11 65. Defendants had knowledge of the falsity of the facts in their misleading  
12 statements and/or omissions and/or concealments.

13 66. Plaintiffs and Class Members had no means available to determine the  
14 falsity of the statements or to discover the omissions and concealment.

15 67. Defendants intended for Plaintiffs and Class Members to rely upon their  
16 statements, omissions, and concealment.

17 68. Plaintiffs and Class Members materially relied upon the statements,  
18 omissions, and concealment by purchasing or leasing the Class Vehicles, which no  
19 reasonable consumer would have purchased or leased if Defendants were honest  
20 about the value and the true facts regarding the Class Vehicles were known.

21 69. The reliance of Plaintiffs and Class Members was justifiable and  
22 reasonable.

23 70. Plaintiffs and Class Members lacked knowledge that the statements  
24 were false.

25 71. As a direct and proximate result of Defendants' misleading statements  
26 and/or omissions, Plaintiffs and Class Members were damaged.

27 72. Defendants' actions intentionally harmed Plaintiffs and the other Class  
28 Members without just cause, and as such were evil, wanton, reckless, and intentional,



1 and made with deliberate and flagrant disregard for consumers, so as to justify the  
2 imposition of punitive damages to punish Defendants and to deter Defendants and  
3 others from engaging in similar conduct in the future.

4 **COUNT III**

5 **(Negligent Misrepresentation)**

6 **(Against Defendants On Behalf of All Class Members)**

7 73. Plaintiffs and Class Members reallege and incorporate by reference each  
8 allegation set forth above, which detail Defendants' negligent misrepresentations  
9 with specificity.

10 74. Through their advertising and course of their regular business,  
11 Defendants made representations and/or omissions to Plaintiffs and Class Members  
12 of material facts concerning the Class Vehicles.

13 75. Defendants owed Plaintiffs and Class Members a duty to provide the  
14 Class Vehicles according to Defendants' representations.

15 76. Defendants breached their duty owed to Plaintiffs and Class Members  
16 by failing to provide the Class Vehicles according to their representations.

17 77. Defendants failed to act with reasonable care in making the above-  
18 mentioned representations and/or omissions concerning their Class Vehicles.  
19 Defendants made the above-mentioned representations and/or omissions concerning  
20 their Class Vehicles without reasonable grounds for believing them to be true.

21 78. Defendants made the above-mentioned representations and/or  
22 omissions with the intent to induce Plaintiffs and Class Members into purchasing or  
23 leasing the Class Vehicles.

24 79. Defendants knew or should have known that Plaintiffs and the Class  
25 Members were ignorant as to the true characteristics, capabilities, and value of the  
26 Class Vehicles and that Plaintiffs and Class Members would reasonably rely upon  
27 Defendants' representations and/or omissions.

28 80. Plaintiffs and Class Members did justifiably and reasonably rely on

1 Defendants' representations and omissions. Plaintiffs and Class Members would not  
2 have purchased or leased the Class Vehicles without such statements and/or  
3 omissions made by Defendants.

4 81. As a result of Defendants' acts and/omissions, Plaintiffs and Class  
5 Members were damaged and harmed by Defendants in that they have been deprived  
6 of their benefit of the bargain and loss monies they overspent on the Class Vehicles.

7 **COUNT IV**

8 **(Violation of California's Consumer Legal Remedies Act, Cal. Civil Code §**  
9 **1750, et seq.)**

10 **(Against Defendants On Behalf of All California Class Members)**

11 82. Plaintiffs hereby incorporate by reference the allegations contained in  
12 the preceding paragraphs of this Complaint.

13 83. Plaintiff Grace Proudfoot brings this cause of action on behalf of herself  
14 and on behalf of the members of the California Class.

15 84. Defendants are "persons" as defined by California Civil Code § 176l(c).

16 85. Proudfoot and California Class Members are "consumers" within the  
17 meaning of California Civil Code § 1761(d) because they purchased or leased their  
18 Class Vehicles for personal, family or household use.

19 86. By failing to disclose and concealing the defective nature of the  
20 charging systems from Plaintiffs and prospective California Class Members,  
21 Defendants violated California Civil Code § 1770(a), as they represented that the  
22 Class Vehicles had characteristics and benefits that they do not have, and represented  
23 that the Class Vehicles and their charging systems were of a particular standard,  
24 quality, or grade when they were of another. See Cal. Civ. Code §§ 1770(a)(5) and  
25 (7).

26 87. Defendants violated section 1770(a)(9) of the CLRA by advertising the  
27 vehicles with the intent not to sell or lease the vehicles as advertised.

28 88. Defendants' unfair and deceptive acts or practices occurred repeatedly

1 in Defendants' trade or business, were capable of deceiving a substantial portion of  
2 the purchasing public, and imposed a serious safety risk on the public.

3 89. Defendants knew that the Class Vehicles and their charging systems  
4 suffered from an inherent defect, were defectively designed or manufactured, would  
5 fail prematurely, and were not suitable for their intended use.

6 90. Defendants were under a duty to Proudfoot and the California Class  
7 Members to disclose the defective nature of the charging systems because: (a)  
8 Defendants were in a superior position to know the true state of facts about the safety  
9 defect in the Class Vehicles' charging systems; (b) Plaintiff Proudfoot and the  
10 California Class Members could not reasonably have been expected to learn or  
11 discover that their charging systems had a dangerous safety defect until manifestation  
12 or failure; and (c) Defendants knew that Plaintiff Proudfoot and the California Class  
13 Members could not reasonably have been expected to learn or discover the safety  
14 defect.

15 91. In failing to disclose the defective nature of the Class Vehicles and their  
16 charging systems, Defendants knowingly and intentionally concealed material facts  
17 and breached their duty not to do so.

18 92. In representing that their vehicles safely could be charged at Level 3  
19 charging stations without disclosing dangerous defects prevented the safe use of such  
20 charging stations, Defendants knowingly and intentionally affirmatively  
21 misrepresented material facts to Plaintiff Proudfoot and California Class Members  
22 and breached their duty not to do so.

23 93. The facts concealed or not disclosed by Defendants to Plaintiff  
24 Proudfoot and the California Class Members are material in that a reasonable  
25 consumer would consider them important in deciding whether to purchase or lease a  
26 Class Vehicles or pay a lesser price. Had Plaintiff Proudfoot and other California  
27 Class Members known that the Class Vehicles could not safely utilize the Level 3  
28 fast-charging feature due to the undisclosed management defect, they would not have

1 purchased the Class Vehicles or would have paid less for them.

2 94. Plaintiff Proudfoot relied on Defendants' misrepresentations and  
3 omissions. Plaintiff Proudfoot and the California Class Members are reasonable  
4 consumers who do not expect their vehicles to be unsuitable for Level 3 fast charging.  
5 This is the reasonable and objective consumer expectation relating to electric  
6 vehicles.

7 95. As a result of Defendants' conduct, Plaintiff Proudfoot and the  
8 California Class Members have been harmed and have suffered actual damages in  
9 that the Class Vehicles cannot safely engage in fast charging at Level 3 charging  
10 stations due to the defect herein alleged.

11 96. As a result of Defendants' conduct, Plaintiff Proudfoot and the  
12 California Class Members were harmed and suffered actual damages as a result of  
13 Defendants' misrepresentations and omissions with regard to vehicle range and  
14 charging times in that they purchased or leased vehicles which do not perform as  
15 advertised.

16 97. As a direct and proximate result of Defendants' unfair or deceptive acts  
17 or practices, Plaintiff Proudfoot and California Class Members suffered and will  
18 continue to suffer actual damages.

19 98. Plaintiff Proudfoot and the California Class are entitled to equitable  
20 relief.

21 **COUNT V**

22 **(Violation of California Business & Professions Code section 17200)**

23 **(Against Defendants On Behalf of All California Class Members)**

24 99. Plaintiff Proudfoot and California Class Members reallege and  
25 incorporate by reference each allegation set forth above.

26 100. By engaging in the above-described conduct, Defendants acted in a  
27 manner that is fraudulent, unlawful, and unfair, and have thus engaged in unfair and  
28 unlawful business practices to the extreme detriment of Plaintiffs and the California

1 Class, which conduct is prohibited under California Business & Professions Code §§  
2 17200, et seq.

3 101. Defendants' fraudulent, unlawful, and unfair conduct has allowed  
4 Defendants to enrich themselves at the expense of Plaintiffs and the California Class,  
5 including through Plaintiffs' and California Class Members' payment of monies to  
6 Defendants, including without limitation through the purchase or lease of the Class  
7 Vehicles.

8 102. Plaintiffs and the California Class are thus entitled to restitutionary and  
9 injunctive relief, including without limitation disgorgement of any unlawful gains  
10 that Defendants obtained as a result of their unlawful and unfair conduct at the  
11 expense of Plaintiffs and the California Class.

## 12 **COUNT VI**

### 13 **(Violation of California Business & Professions Code section 17500)**

#### 14 **(Against Defendants On Behalf of All California Class Members)**

15 103. Plaintiff Proudfoot and California Class Members reallege and  
16 incorporate by reference each allegation set forth above.

17 104. Defendants marketing materials and statements concerning the Class  
18 Vehicles are commercial advertisements that Defendants intended to disseminate  
19 across the United States and California.

20 105. By engaging in the above-described conduct, Defendants made false  
21 statements in commercial advertisements directed at the public, and have thus  
22 engaged in unlawful false or misleading advertising under California Business &  
23 Professions Code §§ 17500, et seq.

24 106. Defendants' false statements in their commercial advertisements  
25 deceived or had the tendency to deceive a substantial segment of their audience and  
26 the California Class.

27 107. Defendants' deception through their commercial advertisements was  
28 material and a substantial reason that Plaintiff Proudfoot and the California Class

1 purchased or leased the Class Vehicles.

2 108. Plaintiff Proudfoot and the California Class were harmed as a result of  
3 Defendants' false statements, and are thus entitled to restitutionary and injunctive  
4 relief, including without limitation disgorgement of any unlawful gains that  
5 Defendants obtained as a result of their unlawful and unfair conduct at the expense  
6 of Plaintiff Proudfoot and the California Class.

7 **COUNT VII**

8 **(Breach of Implied Warranty Pursuant to Song-Beverly Consumer Warranty**  
9 **Act, Cal. Civil Code §§ 1792 and 1791.1, et seq.)**

10 **(Against Defendants On Behalf of All California Class Members)**

11 109. Plaintiff Proudfoot and California Class Members reallege and  
12 incorporate by reference each allegation set forth above.

13 110. Plaintiff Proudfoot brings this cause of action against Defendants on  
14 behalf of himself and on behalf of the members of the California Class.

15 111. Defendants were at all relevant times the manufacturer, distributor,  
16 warrantor, and/or seller of the Class Vehicles. Defendants knew or had reason to  
17 know of the specific use for which the Class Vehicles were purchased.

18 112. Defendants provided Plaintiff Proudfoot and California Class Members  
19 with an implied warranty that the Class Vehicles and any parts thereof are  
20 merchantable and fit for the ordinary purposes for which they were sold. However,  
21 the Class Vehicles are not fit for their ordinary purpose of providing reasonably  
22 reliable and safe transportation because, inter alia, the Class Vehicles and their  
23 charging systems suffered from an inherent defect at the time of sale and thereafter  
24 are not fit for their particular purpose of providing safe and reliable transportation.

25 113. Defendants impliedly warranted that the Class Vehicles were of  
26 merchantable quality and fit for such use. This implied warranty included, among  
27 other things: (i) a warranty that the Class Vehicles and their charging systems were  
28 manufactured, supplied, distributed, and/or sold by Nissan were safe and reliable for

1 providing transportation; and (ii) a warranty that the Class Vehicles and their  
2 charging systems would be fit for their intended use while the Class Vehicles were  
3 being operated.

4 114. Contrary to the applicable implied warranties, the Class Vehicles and  
5 their charging systems at the time of sale and thereafter were not fit for their ordinary  
6 and intended purpose of providing Plaintiff Proudfoot and the California Class  
7 Members with reliable, durable, and safe transportation. Instead, the Class Vehicles  
8 are defective, including but not limited to the defective design of their charging  
9 systems.

10 115. Defendants' actions, as complained of herein, breached the implied  
11 warranty that the Class Vehicles were of merchantable quality and fit for such use in  
12 violation of California Civil Code §§ 1792 and 1791.1.

## 13 **COUNT VII**

### 14 **(Violation of the Oregon Unlawful Trade Practices Act)**

### 15 **(Against Defendants On Behalf of All Oregon Class Members)**

16 116. Plaintiffs Oken, Wozniak, Grossman and Oregon Class Members  
17 reallege and incorporate by reference each allegation set forth above.

18 117. By engaging in the above-described conduct, Defendants acted in a  
19 manner that is fraudulent, unlawful, and unfair, and have thus engaged in unfair and  
20 unlawful business practices to the extreme detriment of Plaintiffs and the Oregon  
21 Class, which conduct is prohibited under the Oregon Unlawful Trade Practices Act.

22 118. Defendants' fraudulent, unlawful, and unfair conduct has allowed  
23 Defendants to enrich themselves at the expense of Plaintiffs Oken, Wozniak,  
24 Grossman and the Oregon Class, including through their payment of monies to  
25 Defendants, including without limitation through the purchase or lease of the Class  
26 Vehicles.

27 119. Plaintiffs Oken, Wozniak, Grossman and the Oregon Class are thus  
28 entitled to all available damages and other relief, including without limitation



1 disgorgement of all unlawful gains that Defendants obtained as a result of their  
2 unlawful and unfair conduct at the expense of Plaintiffs Oken and the Oregon Class.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs, on behalf of themselves and the putative Class  
5 Members, pray for a judgment:

6 a. Determining that this action is a proper class action and certifying  
7 the California Class and the Oregon Class, as defined herein;

8 b. Appointing Plaintiffs as Class Representatives;

9 c. Appointing the undersigned as Class Counsel;

10 d. Finding Defendants liable to Plaintiffs and Class Members for  
11 actual damages in such amount(s) as the Court or Jury may determine;

12 e. Awarding statutory damages as appropriate;

13 f. Awarding disgorgement of gross profits and all other forms of  
14 equitable monetary relief;

15 g. Awarding punitive damages based on Defendants' malicious,  
16 oppressive, fraudulent, wanton and reckless behavior;

17 h. Awarding pre- and post-judgment interest;

18 i. Awarding injunctive relief, as claimed herein or as the Court may  
19 deem proper;

20 j. Awarding Plaintiffs and Class Members attorney fees and all  
21 litigation costs;

22 k. Awarding Plaintiffs and Class Members such other relief as may  
23 be just and proper;

24 l. Awarding compensatory damages against Defendants in favor of  
25 Plaintiffs and the Class for damages sustained as a result of Defendants' wrongdoing;  
26 and

27 m. Awarding such other and further relief as may be just and proper.  
28

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all issues so triable.

DATED: September 23, 2025

Respectfully submitted,

/s/ Christopher R. Rodriguez

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