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David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Nunez, Deputy Clerk

5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
6 **FOR THE COUNTY OF LOS ANGELES**

7 Case No: 23STCV17233

8 SEAN COHEN, on behalf of himself and all  
others similarly situated;

**PLAINTIFF'S CLASS ACTION**  
**COMPLAINT**

9 Plaintiff,

- 10 1. Common Law Fraud
- 11 2. Negligent Misrepresentation
- 12 3. Unjust Enrichment
- 13 4. Consumers Legal Remedies Act, Cal. Civ.  
Code §§ 1750, *et seq.*
- 14 5. Violation of the False Advertising Law  
("FAL"), California Business and  
Professions Code § 17500, *et seq.*
- 15 6. Violation of the Unfair Competition Law  
("UCL"), California Business and  
Professions Code §17200 *et seq.*

11 v.

12 TESLA, INC. a California and Texas  
13 Corporation; and DOES 1 through 50,  
Inclusive,

14 Defendants.

**DEMAND FOR JURY TRIAL**

17 Plaintiff Sean Cohen, by and through his attorneys, brings this action on behalf of himself  
18 and all other similarly situated against Tesla, Inc. ("Defendant Tesla") and Does 1 through 50.  
19 Plaintiff hereby alleges, on information and belief, except as those allegations which pertain to the  
20 named Plaintiff, which allegations are based on personal knowledge, as follows:

21 **NATURE OF THE ACTION**

22 1. This is a consumer class action that arises out of Defendant Tesla's the unlawful  
23 marketing and false "3 Years Free Supercharging" advertising scheme Defendant Tesla perpetuated  
24 for its "Model S" and "Model X" vehicles (The Products").

25 2. Through its uniform advertising claims, Defendant Tesla perpetuates deceptive  
26 marketing about the Products' price. Defendant Tesla deliberately publicizes dishonest  
27 misrepresentations about the Products, purposely engages in blatant bait-and-switch tactics, and  
28 tricks consumers into purchasing units of the Products they otherwise would not have bought.

1 Additionally, Defendant Tesla tricks consumers into paying a substantially higher price for a benefit  
2 that Defendant Tesla knows will not be conferred. Consequently, the advertising, marketing, and  
3 sale of the Products violate California law.

4 3. At all relevant times, Defendant Tesla designed, advertised and marketed the Products  
5 to consumers and profited from the Products throughout California based on the misrepresentations  
6 about the Products' purported value and price. Furthermore, Defendant Tesla owns, controls and  
7 oversees the distribution of the Products.

8 4. At all relevant times, Defendant Tesla controlled, advertised, marketed, sold and  
9 profited from sales of Products to consumers at throughout California and the United States based  
10 on the misrepresentation that the Products proffered benefits which they actually did not, as alleged  
11 throughout herein.

12 5. Based on the fact that Defendant Tesla's advertising misled Plaintiff and all others  
13 like him, Plaintiff brings this class against Defendant Tesla to seek reimbursement of the premium  
14 they and the Class Members paid due to Defendant Tesla's false and deceptive representations about  
15 the price and benefits of the Products.

16 6. Plaintiff seeks relief in this action individually and on behalf of all purchasers of the  
17 Products statewide in California for common law fraud, negligent misrepresentation, and unjust  
18 enrichment. Additionally, Plaintiff seeks relief in this action individually and on behalf of all  
19 purchasers of the Products in California for violation of the California Bus. & Prof. Code §§17500,  
20 *et seq.*, California's False Advertising Law ("FAL"), Bus. & Prof. Code §§17200, *et seq.*,  
21 California's Unfair Competition Law ("UCL").

22 **JURISDICTION AND VENUE**

23 7. Plaintiff brings this action pursuant to Cal. Civil. Proc. Code § 382 and Cal. Civ. Code  
24 § 1781. This Court has subject matter jurisdiction pursuant to the California Constitution, Article  
25 XI, § 10 and California Code of Civil Procedure § 410.10, because Defendant Tesla transacted  
26 business and committed the acts alleged in California. The Named Plaintiff and Class Members are  
27 citizens and residents of the California.

28

1 8. Venue is proper in this County pursuant to California Civil Code § 1780 (c) because  
2 Defendant Tesla conducts significant business here, engages in substantial transactions in this  
3 County, and because many of the transactions and material acts complained of herein occurred in  
4 this County-including, specifically, the transactions between Plaintiff and Defendant, and many of  
5 the transactions between Defendant and the putative class.

6 9. Venue is proper in this Court because Defendant Tesla conducts business in Los  
7 Angeles County, Defendant Tesla receives substantial compensation from sales in Los Angeles  
8 County, and Defendant Tesla made numerous misrepresentation which had a substantial effect in  
9 Los Angeles County, including but not limited to internet advertisements.

10 **PARTIES**

11 10. Plaintiff is a resident of California, and lives in Los Angeles County.

12 11. Defendant Tesla is a corporation with numerous principal places of business  
13 throughout California, and additionally also has corporate headquarters located in Texas. Defendant  
14 Tesla owns, oversees, controls, mass markets, and distributes the Products throughout California  
15 and the United States.

16 12. Does 1 through 50 are individuals and/or entities that are responsible for the illegal  
17 conduct described herein. Plaintiff is informed and believes, and based thereon alleges, that at all  
18 times relevant hereto each of these individuals and/or entities was the agent, servant, employee,  
19 subsidiary, affiliate, partner, assignee, successor-in-interest, alter ego, or other representative of  
20 Defendant Tesla and was acting in such capacity in doing the things herein complained of and  
21 alleged. The true names and capacities of Defendants sued herein under California Code of Civil  
22 Procedure Section 474, and Does 1 through 50, inclusive, are presently unknown to Plaintiff, who  
23 therefore sues these Defendants by fictitious names. Plaintiff will amend this Complaint to show  
24 their true names and capacities when they have been ascertained. Each of the Doe Defendants is  
25 responsible in some manner for the conduct alleged herein.

26 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

27 13. Defendant Tesla's online marketing scheme for the Products advertises in bold "3  
28 Years Free Supercharging" and states that those customers who "take delivery of a new Model S or

1 Model X vehicle between April 20, 2023, and June 30, 2023”, are eligible for unlimited free  
2 supercharging on their new vehicle.” (see image below).

### 3 **3 Years Free** 4 **Supercharging**

5 **Customers who take delivery of a new**  
6 **Model S or Model X vehicle between April**  
7 **20, 2023 and June 30, 2023, are eligible**  
8 **for unlimited free Supercharging on their**  
9 **new vehicle. Free Supercharging is tied to**  
10 **your Tesla account and cannot be**  
11 **transferred to another vehicle or person in**  
12 **case of an ownership transfer. Tesla shall**  
13 **not be liable if delivery of your vehicle**  
14 **does not happen before June 30, 2023.**  
15 **Used vehicles, business orders and vehicles**  
16 **used for commercial purposes are**  
17 **excluded from this promotion. Promotion is**  
18 **subject to change and may end at any time**  
19 **without notice.**

16 14. When consumers see Defendant Tesla’s representations about three years  
17 supercharging, they reasonably believe that if they take delivery of a unit of the Products between  
18 April 20, 2023, and June 20, 2023, they will receive the benefit of being able to supercharge their  
19 units of the Products on an unlimited basis for three years without incurring any expense or  
20 additional fees. Notably, as demonstrated by Plaintiff’s experience, even Defendant Tesla’s auto  
21 salesperson interpreted the Products’ advertising claims and Defendant Tesla’s misrepresentations  
22 about the Products to mean that taking delivery between April 20, 2023, and June 20, 2023, entitles  
23 buyers to three years of free supercharging.

24 15. However, in reality, when individuals take delivery of a unit of the Products between  
25 April 20, 2023, and June 20, 2023, they are not provided with three years of free supercharging by  
26 Defendant Tesla. On the contrary, Defendant Tesla fails to give any free supercharging at all, let  
27 alone for a three-year time period. Defendant Tesla’s false advertising of the Products constitutes at  
28 least seven different types of violations under the CLRA. Defendant Tesla’s actions and deceptive

1 marketing of the Products violate sections 1770 (a)(5), (a)(7), (a)(10), (a)(13), (a)(16), (a)(17), and  
2 (a)(20.) of the CLRA.

3 16. Defendant Tesla is reaping substantial ill-gotten profits at the expense of consumers.  
4 Consequently, Defendant Tesla has made, and continues to make, false, deceptive, and misleading  
5 claims and promises to consumers about the characteristics, cost, quality, and advantages of the  
6 Products in a pervasive statewide marketing scheme that falsely touts the benefits of the Products  
7 and misrepresents the Products' pricing. The Products do not live up to the advertising claims made  
8 by Defendant Tesla. Accordingly, Defendant Tesla's actions violate sections 1770(a)(5), (a)(7),  
9 (a)(10),(a)(13), (a)(16). (a)(17) and (a)(20) of the CLRA. As a direct and proximate result of  
10 Defendant Tesla's violations of the CLRA, Plaintiff and the members of the Class paid Defendant  
11 Tesla for the Products and made purchases that they otherwise would not have completed and  
12 therefore seek restitution of monies in an amount to be determined at trial.

13 17. Plaintiff is a consumer as defined under the CLRA. He purchased a unit of the  
14 Products in April 2023. In making his purchasing decision, Plaintiff relied on Defendant Tesla's  
15 challenged advertising scheme for the Products, as described herein. Plaintiff took delivery of his  
16 unit of the Products on approximately April 22, 2023. Yet, even though Plaintiff had taken delivery  
17 between April 20, 2023, and June 20, 2023, Defendant Tesla refused to confer Plaintiff with the  
18 benefit of three years of free supercharging. Defendant Tesla knows or has reason to know that  
19 consumers like Plaintiff would find the challenged attribute important in their decision to purchase  
20 of the Products. When individuals decide which to purchase a Tesla car, the cost of supercharging  
21 the electric vehicle is unquestionably material to them. That is clearly why Defendant Tesla chose  
22 to prominently highlight the "3 Years of Free Supercharging" and savings features. Plaintiff would  
23 not have purchased a unit of the Products, or would have paid a substantially lower price, if he had  
24 known that the advertising as described herein was false, misleading and deceptive.

25 18. Courts have repeatedly affirmed that forty class members constitutes sufficient class  
26 size to meet the numerosity element of class certification. *Rannis v. Recchia*, 380 F. App'x. 646,650-  
27 51 (9th Cir. 2010). Here, based on reports Defendant Tesla has filed itself with the Security and  
28 Exchange Commission ("SEC"), Plaintiff can reasonably conclude that at least forty individuals

1 bought units of the Products in California during the covered time period in reliance upon Defendant  
2 Tesla's false "3 Years Free Supercharging" advertising scheme. Therefore, a Court has sufficient  
3 grounds to conclude that the instant matter meets the numerosity prong required for class  
4 certification.

5 19. Plaintiff reasonably relied on Defendant Tesla's advertising of the Products. Plaintiff  
6 relied on Defendant Tesla's advertising and marketing scheme for the Products, without knowledge  
7 of the fact that Defendant Tesla was lying about the Products' price and purported benefits. Plaintiff  
8 relied on the misrepresentations Defendant Tesla disseminated for the Products. Plaintiff would not  
9 have bought a unit of the Products from Defendant Tesla if he had known that the advertising as  
10 described herein was false, misleading and deceptive. All members of the putative Class were  
11 exposed to Defendant Tesla's deceptive marketing of the Products. Defendant Tesla's false and  
12 misleading statements and omissions tricked Plaintiff and the putative Class and subjected them all  
13 to numerous legal and monetary injuries.

14 20. The malicious actions taken by Defendant Tesla caused significant harm to  
15 consumers. Plaintiff and similarly situated Class members paid monies for the Products and vehicles  
16 they did not receive because they were reasonably misled by Defendant Tesla's misrepresentations  
17 about the Products. Had Plaintiff and the other Class members known that the Products actually  
18 failed to provide their advertised benefits, they would not have bought it or would have paid less  
19 for the Products. As a result, Plaintiff and similar situated Class members have been deceived and  
20 suffered economic injury. Plaintiff was economically harmed by Defendant Tesla's deceptive  
21 marketing and misleading advertising about the Products' cost and value.

22 21. The arbitration terms Defendant Tesla included in its car sales agreement with  
23 Plaintiff for his purchase of the Products do not apply to the instant matter because Plaintiff's suit  
24 is brought under California's consumer protection laws, and Plaintiff's claims here would exist  
25 independent of his sales agreement with Defendant Tesla. *Kramer v. Toyota Motor Corp.*, 705 F.3d  
26 1122, 1131 (9th Cir. 2013) (*citation omitted*). Similarly, Plaintiff's causes of action as alleged herein  
27 arise independently of the terms of the sales agreement that contains Defendant Tesla's arbitration  
28 provisions. *Kramer*, 705 F.3d at 1130 (*see also Jones v. Jacobson* (2011) 195 Cal. App. 4th 1, 20.)

1 Therefore, no arbitration agreement applies to Plaintiff's instant matter, nor do any arbitration  
2 provisions preclude the class action claims that Plaintiff brought on behalf of himself and the  
3 putative class.

4 **CLASS ACTION ALLEGATIONS**

5 22. Plaintiff brings this action on his own behalf and on behalf of all other members of  
6 the general public similarly situated, and, thus, seeks class certification under Code of Civil  
7 Procedure §382.

8 23. The proposed class consists of all consumers who purchased units of the Products in  
9 California for personal use and not for resale during the time period May 17, 2019, through the  
10 present. Excluded from the Class are Defendant, its affiliates, employees, officers and directors, any  
11 individual who received remuneration from Defendant in connection with that individual's use or  
12 endorsement of the Products, the Judge(s) assigned to this case, and the attorneys of record in this  
13 case. Plaintiff reserves the right to amend the Class definitions if discovery and further investigation  
14 reveal that the Class should be expanded or otherwise modified.

15 24. This action is properly brought as a class action for the following reasons:

16 25. the proposed class is so numerous that joinder would be impracticable and disposition  
17 of the class members' claims in a class action is in the best interests of the parties and judicial  
18 economy.;

19 26. the claims of the Plaintiff and relief herein sought are typical of the claim and relief  
20 that could generally be sought by each member of this proposed class.;

21 27. Plaintiff stands on equal footing with and can fairly and adequately protect the  
22 interests of all members of the proposed class. The Products all bear the misleading advertising;

23 28. Prosecution of separate actions by individual members of the proposed class would  
24 create a risk of inconsistent or varying adjudications with respect to individual members of the class  
25 and thus establish incompatibly standards of conduct for the party or parties opposing the class.  
26 Further, individual cases would be so numerous as to inefficiently consume judicial resources.;

27 29. Plaintiff's attorneys have the experience, knowledge, and resources to adequately and  
28 properly represent the interests of the proposed class.;

1           30. There are questions of law and fact common to the proposed class which predominate  
2 over any questions that may affect particular class members. Such common questions of law and  
3 fact include, but are not limited to:

4           (i) Whether Defendant Tesla's marketing of the Products is false, misleading, and/or  
5 deceptive;

6           (ii) Whether Defendant Tesla's marketing of the Products is an unfair business practice;

7           (iii) Whether Defendant Tesla was unjustly enriched by its conduct;

8           (iv) Whether Defendant Tesla's conduct constituted a violation of California's Consumer  
9 Legal Remedies Act;

10          (v) Whether Defendant Tesla's advertising is untrue or misleading in violation of  
11 Business and Professions Code §17500, *et seq.*;

12          (vi) Whether Defendant Tesla knew or by the exercise of reasonable care should have  
13 known that its advertising was and is untrue or misleading in violation of Business and Professions  
14 Code § 17500, *et seq.*;

15          (vii) Whether Defendant Tesla's conduct is an unfair business practice within the meaning  
16 of Business and Professions Code § 17200, *et seq.*;

17          (viii) Whether Defendant Tesla's conduct is a fraudulent business practice within the  
18 meaning of Business and Professions Code § 17200, *et seq.*;

19          (ix) Whether Defendant Tesla's conduct is an unlawful business practice within the  
20 meaning of Business and Professions Code § 17200, *et seq.*;

21          (x) Whether Class Members suffered an ascertainable loss as a result of Defendant  
22 Tesla's misrepresentations; and

23          (xi) Whether, as a result of Defendant Tesla's misconduct as alleged herein, Plaintiff and  
24 the Class Members are entitled to restitution, injunctive relieve and/or monetary relief, and if so, the  
25 amount and natural of such relief.

26          31. Plaintiff's claims are typical of the claims of the members of the proposed class.  
27 Plaintiff and all class members have been injured by the same wrongful practices of Defendant.  
28



1 Plaintiff's claims arise from the same practices and conduct that give rise to the claims of all class  
2 members and are based on the same legal theories;

3 32. Plaintiff will fairly and adequately protect the interests of the proposed class in that  
4 they have no interests antagonistic to those of other proposed class members, and Plaintiff have  
5 retained attorneys experienced in consumer class actions and complex litigation as counsel;

6 33. A class action is superior to other available methods for the fair and efficient  
7 adjudication.

8 34. Defendant has, or has access to, address information for the Class members, which  
9 may be used for the purpose of providing notice of the pendency of this class action. Further, the  
10 class definition itself describes a set of common characteristics sufficient to allow a prospective  
11 plaintiff or class member to identify himself or herself as having a right to recovery based on the  
12 description. Defendant Tesla's false statements exist on every one of the units of the Products  
13 themselves, and thus every individual consumer who purchases the Products is exposed to the false  
14 advertising.

15 35. Plaintiff seeks damages and equitable relief on behalf of the proposed class on grounds  
16 generally applicable to the entire proposed class. Additionally, Plaintiff reserves the right to  
17 establish subclasses as appropriate.

18 **FIRST CAUSE OF ACTION**

19 **Common Law Fraud**

20 36. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
21 paragraphs above as if fully set forth herein. Plaintiff brings this claim individually and on behalf  
22 of the members of his proposed Class.

23 37. As discussed above, Defendant Tesla provided Plaintiff and the Class Members with  
24 false or misleading material information and failed to disclose material facts about the Products,  
25 including but not limited to the fact that Products cost more than their advertised price and lacked  
26 their advertised benefits. These misrepresentations and omissions were made with knowledge of  
27 their falsehood.

28

1 38. The misrepresentations and omissions made by Defendant Tesla, upon which Plaintiff  
 2 the Class Members reasonably and justifiably relied, were intended to induce and actually induced  
 3 Plaintiff and Class Members to purchase the Products.

4 39. The fraudulent actions of Defendant Tesla caused damage to Plaintiff and Class  
 5 Members, who are entitled to damages and other legal and equitable relief as a result.

6 **SECOND CAUSE OF ACTION**

7 **Negligent Misrepresentation**

8 40. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
 9 paragraphs above as if fully set forth herein. Plaintiff brings this claim individually and on behalf  
 10 of the proposed Class against Defendant Tesla.

11 41. As discussed above, Defendant Tesla represented the Products proffered certain  
 12 advantages but failed to disclose that the Products actually did not provide those benefits. Defendant  
 13 Tesla had a duty to disclose this information. Additionally, Defendant Tesla misrepresented the true  
 14 costs and advantages of the Products and had a duty to disclose the Products’ price and benefits.

15 42. At the time Defendant Tesla made these misrepresentations, Defendant Tesla knew or  
 16 should have known that these misrepresentations were false or made them without knowledge of  
 17 their truth or veracity.

18 43. At an absolute minimum, Defendant Tesla negligently misrepresented or negligently  
 19 omitted material facts about the Products.

20 44. The negligent misrepresentations and omissions made by Defendant Tesla, upon  
 21 which Plaintiff and Class Members reasonably and justifiably relied, were intended to induce and  
 22 actually induced Plaintiff and Class Members to purchase the Products.

23 45. Plaintiff and Class Members would not have bought the Products if they had known  
 24 the true facts.

25 46. The negligent actions of Defendant Tesla caused damage to Plaintiff and Class  
 26 Members, who are entitled to damages and other legal and equitable relief as a result.

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Unjust Enrichment**

3 47. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
4 paragraphs above as if fully set forth herein. Plaintiff brings this claim individually and on behalf  
5 of the proposed Class against Defendant Tesla.

6 48. Plaintiff and Class Members conferred benefit on Defendant Tesla by purchasing the  
7 Products. Defendant Tesla has been unjustly enriched in retaining the revenues derived from  
8 Plaintiff's and Class Members' purchases of the Products. Retention of those moneys under these  
9 circumstances is unjust and inequitable because the Products do not actually confer their marketed  
10 benefits and resulted in purchasers being denied the full benefit of their purchase because they did  
11 not purchase a vehicle that actually provided its advertised benefits. Defendant Tesla has also been  
12 unjustly enriched by falsely advertising the Products' price and tricking consumers into paying more  
13 for the Products.

14 49. Because Defendant Tesla's retention of the non-gratuitous benefits conferred on them  
15 by Plaintiff and Class Members is unjust and inequitable, Defendant Tesla must pay restitution to  
16 Plaintiff and Class Members for their unjust enrichment, as ordered by the Court.

17 **FOURTH CAUSE OF ACTION**

18 **Violation of Cal. Civ. Code §§1750, *et seq.***

19 50. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
20 paragraphs above as if fully set forth herein.

21 51. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
22 California Civil Code §§ 1750, *et seq.* ("CLRA"). The CLRA prohibits any unfair, deceptive, and/or  
23 unlawful practices, as well as unconscionable commercial practices in connection with the sales of  
24 any goods or services to consumers. *See* Cal. Civ. Code §1770.

25 52. The CLRA "shall be liberally construed and applied to promote its underlying  
26 purposes, which are to protect consumers against unfair and deceptive business practices and to  
27 provide efficient economical procedures to secure such protection." Cal. Civ. Code § 1760.

28 53. Defendants are each a "person" under the CLRA. Cal. Civ. Code §1761 (c).

1           54. Plaintiff and the putative Class Members are “consumers” under the CLRA. Cal. Civ.  
2 Code §1761 (d).

3           55. The Products constitute a “good” under the CLRA. Cal. Civ. Code §1761 (a).

4           56. Plaintiff and the putative Class Members’ purchases of the Products within the Class  
5 Period constitute “transactions” under the CLRA. Cal. Civ. Code §1761 (e).

6           57. Defendant Tesla’s actions and conduct described herein reflect transactions that have  
7 resulted in the sale of goods to consumers.

8           58. Defendant Tesla’s failure to market the Products in accordance with California  
9 statutory requirements constitutes an unfair, deceptive, unlawful and unconscionable commercial  
10 practice.

11           59. Defendant Tesla’s actions have violated at least seven provisions of the CLRA,  
12 including §§ 1770(a)(5), 1770 (a)(7), 1770 (a)(10), 1770(a)(13), 1770(a)(16), 1770 (a)(17) and  
13 1770(a)(20).

14           60. As a result of Defendant Tesla’s violations, Plaintiff and the Class suffered, and  
15 continue to suffer, ascertainable losses in the form of the purchase price they paid for the unlawfully  
16 marketed Products, which they would not have paid had the Products been advertised correctly, or  
17 in the form of the reduced value of the Products relative to the Products as advertised and the retail  
18 price they paid.

19           61. Pursuant to § 1782 of the CLRA Plaintiff notified Defendant Tesla in writing of the  
20 particular violations of § 1770 of the CLRA, and demanded Defendant Tesla rectify the actions  
21 described above by providing monetary relief, agreeing to be bound by their legal obligations, and  
22 to give notice to all affected consumers of their intent to do so. On or about May 17, 2023, Plaintiff  
23 sent Defendant Tesla a notice and demand letter, notifying Defendant Tesla of its violations of the  
24 CLRA and demanding that within 30 days, Defendant Tesla remedy the unlawful, unfair, false,  
25 and/or deceptive practices complained of herein. Plaintiff advised Defendant Tesla that if it refused  
26 the demand, Plaintiff would seek monetary damages for himself and all others similarly situated, as  
27 well as injunctive relief, restitution, and any other relief the Court may deem just and proper.  
28 Defendant Tesla has failed to comply with the letter. Consequently, pursuant to California Civil

1 Code §1782, Plaintiff, on behalf of himself and all other members of the Class, seeks compensatory  
2 damages and restitution of any ill-gotten gains due to Defendant Tesla's acts and practices that  
3 violate the CLRA.

4 62. Defendant Tesla has failed to rectify or agree to rectify at least some of the violations  
5 associated with actions detailed above and give notice to all affected consumers within 30 days of  
6 receipt of the Cal. Civ. Code § 1782 notice. Thus, Plaintiff seeks actual damages and punitive  
7 damages for violations of the Act.

8 63. In addition, pursuant to Cal. Civ. Code §1780(a)(2), Plaintiff is entitled to, and  
9 therefore seeks, a Court order enjoining the above-described wrongful acts and practices that violate  
10 Cal. Civ. Code §1770.

11 64. Plaintiff and Class Members are also entitled to recover attorneys' fees, costs,  
12 expenses, disbursements, and punitive damages pursuant to Cal. Civ. Code §§ 1780 and 1781.

13 **FIFTH CAUSE OF ACTION**

14 **Violation of California Business & Professions Code §§ 17500, *et seq.***

15 65. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
16 paragraphs above as if fully set forth herein.

17 66. Defendant Tesla engaged in unfair and deceptive acts and practices, in violation of  
18 the California Business and Professions Code § 17500 *et seq.*, by marketing and/or selling the  
19 Products without disclosure of the material fact that the Products actually lack their advertised  
20 benefits. These acts and practices, as described above, have deceived Plaintiff and other class  
21 members, causing them to lose money as herein alleged and have deceived and are likely to deceive  
22 the consuming public, in violation of those sections. Accordingly, Defendant Tesla's business acts  
23 and practices, as alleged herein, have caused injury to Plaintiff and the other class members.

24 67. Defendant Tesla had a duty to disclose that the Products lacked their advertised  
25 properties, because this information was a material fact of which Defendant Tesla had exclusive  
26 knowledge; Defendant Tesla actively concealed this material fact; and Defendant Tesla made partial  
27 representations about the Products but suppressed some material facts.

28 68. Defendant Tesla's misrepresentation and/or nondisclosure of the fact that the Products

1 did not actually provide their advertised benefits was the immediate cause of Plaintiff and the other  
2 class members purchasing the Products.

3 69. In the absence of Defendant Tesla's misrepresentation and/or nondisclosure of facts,  
4 as described above, Plaintiff and other class members would not have purchased the Products.

5 70. Plaintiff and the other class members are entitled to relief, including full restitution  
6 and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have  
7 been obtained by Defendant Tesla as a result of such business acts or practices, and enjoining  
8 Defendant Tesla to cease and desist from engaging in the practices described herein.

9 **SIXTH CAUSE OF ACTION**

10 **Violation of Business & Professions Code § 17200, et seq.**

11 71. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
12 paragraphs above as if fully set forth herein.

13 72. Plaintiff brings this cause of action for violation of the UCL individual and on behalf  
14 of the proposed Class against Defendant Tesla.

15 73. The UCL prohibits acts of "unfair competition," including any unlawful, unfair,  
16 fraudulent, or deceptive business act or practice as well as "unfair, deceptive, untrue or misleading  
17 advertising."

18 74. Defendant Tesla's failure to disclose the truth about the Products' pricing, value and  
19 benefits is likely to deceive a reasonable consumer and therefore constitutes a fraudulent or  
20 deceptive business practice.

21 75. Defendant Tesla's sale of the Products without disclosing the truth about the Products'  
22 true value and benefits offends established public policy and constitutes an unfair business practice.  
23 This injury is not outweighed by any countervailing benefits to consumers or competition.

24 76. Defendant Tesla's conduct is unlawful in that violated numerous statutes, including  
25 California Civil Code Section 1770(a); California Civil Code Sections 1709-1710; and California  
26 Civil Code Sections 1572-1573, as well as constituted common law fraud.

27 77. Defendant Tesla's conduct further violated California Business and Professions Code  
28 Section 17200's prohibition against engaging in "unlawful" business practices or acts by, inter alia,

1 failing to comply with California Civil Code Section 1750 *et seq.*

2 78. Plaintiff and the Class members have suffered injury in fact and have lost money  
3 and/or property as a result of Defendant Tesla's fraudulent, unfair, and/or unlawful business  
4 practices, in that as a result of Defendant Tesla's violations of the UCLA, Plaintiff and the Class  
5 paid for vehicles that they otherwise would not have bought or paid more than they would have if  
6 Defendant Tesla had not violated the UCL.

7 79. Plaintiff and the Class reserve the right to allege other violations of law which  
8 constitute other unlawful business acts and practices. Such conduct is ongoing and continues to this  
9 date.

10 80. Pursuant to California Business and Professions Code Sections 17203 and 17535,  
11 Plaintiff and the Class seek an order of this Court enjoining Defendant Tesla from continuing to  
12 engage, use, or employ their practice of advertising and marketing the Products in an untruthful  
13 manner. Likewise, Plaintiff and the Class seek an order requiring Defendant Tesla to disclose such  
14 misrepresentations, and additionally request an order awarding Plaintiff restitution of the money  
15 wrongfully acquired by Defendant Tesla by means of Defendant Tesla's failure to disclose the  
16 existence and significance of said misrepresentations in an amount to be determined at trial.  
17 Additionally, Plaintiff seeks an order for the disgorgement of all monies from the sale of Defendant  
18 Tesla's Products that were unjustly acquired through unlawful acts and practices. Plaintiff and the  
19 Class members also seek full restitution of all monies paid to Defendant Tesla as a result of its  
20 deceptive practices, interest at the highest rate allowable by law, and the payment of Plaintiff's  
21 attorneys' fees and costs pursuant to, *inter alia*, California Civil Code Procedure Section 1021.5.  
22 Plaintiff reserves the right to seek additional preliminary or permanent injunctive relief.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of himself and on behalf of the Class defined herein,  
25 prays for judgment and relief on all Causes of Action as follows:

26 A. This action be certified and maintained as a class action and certify the proposed class  
27 as defined, appointing Plaintiff as representative of the Class, and appointing the  
28 attorneys and law firms representing Plaintiff as counsel for the Class;

- 1 B. For an order declaring the Defendant Tesla's conduct violates the statutes referenced
- 2 herein;
- 3 C. That the Court awards compensatory, statutory and/or punitive damages as to all
- 4 Causes of Action where such relief is permitted;
- 5 D. That the Court awards Plaintiff and proposed class members the costs of this action,
- 6 including reasonable attorneys' fees and expenses;
- 7 E. For an order enjoining Defendant Tesla from continuing to engage in the unlawful
- 8 conduct and practices described herein;
- 9 F. That the Court awards equitable monetary relief, including restitution and
- 10 disgorgement of all ill-gotten gains, and the imposition of a constructive trust upon,
- 11 or otherwise restricting the proceeds of Defendant Tesla's ill-gotten gains, to ensure
- 12 that Plaintiff and proposed class members have an effective remedy;
- 13 G. That the Court award Plaintiff and the proposed Class members the costs of this
- 14 action, including reasonable attorneys' fees and expenses, including attorneys' fees
- 15 awarded as costs pursuant to California Civil Code Section 1717.5;
- 16 H. Imposition of a constructive trust to prevent unjust enrichment and to compel the
- 17 restoration of property (money) to Plaintiff and the Class which Defendant Tesla
- 18 acquired through fraud;
- 19 I. That the Court awards pre-judgment and post-judgment interest at the legal rate;
- 20 J. That the Court orders appropriate declaratory relief; and
- 21 K. That the Court grants such other and further as may be just and proper.

22  
23 Dated: July 21, 2023 DOGRA LAW GROUP PC

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25  
26 By:   
27 Shalini Dogra, Esq.  
28 Attorney for Plaintiff  
SEAN COHEN

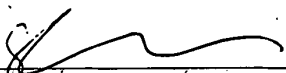


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**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: July 21, 2023 **DOGRA LAW GROUP PC**

By:   
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Shalini Dogra, Esq.  
Attorney for Plaintiff  
SEAN COHEN