

1 **HAEGGQUIST & ECK, LLP**  
2 AMBER L. ECK (177882)  
3 ambere@haelaw.com  
4 225 Broadway, Suite 2050  
5 San Diego, CA 92101  
6 Telephone: (619) 342-8000  
7 Facsimile: (619) 342-7878

8 Attorney for Plaintiff and the putative Class  
9 [Additional Attorneys on Signature Page]  
10

11 **UNITED STATES DISTRICT COURT**  
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 ILIYA NECHEV, Individually and on  
14 Behalf of All Others Similarly Situated,

15 Plaintiff,

16 vs.

17 FERRARI NORTH AMERICA, INC.,  
18 a Delaware Corporation; FERRARI  
19 S.P.A.; ROBERT BOSCH, LLC, a  
20 Delaware Corporation; and ROBERT  
21 BOSCH GMBH,

22 Defendants.  
23  
24  
25  
26  
27  
28

Civil Action No. '24CV0516 JO MSB

CLASS ACTION COMPLAINT

**DEMAND FOR JURY TRIAL**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
I. INTRODUCTION .....	1
II. PARTIES .....	6
Plaintiff .....	6
Defendants .....	13
III. JURISDICTION AND VENUE .....	16
IV. FACTUAL BACKGROUND.....	24
A. Ferrari and Bosch Together Design and Manufacture the Braking Systems in the Class Vehicles and the Defective Master Cylinder/Brake Booster Assembly.....	24
B. The Class Vehicles Are Defective and Continue to Pose a Dangerous Safety Risk to Plaintiff and Members of the Class .....	26
1. A Simplified Explanation on the General Principles of the Operation of the Braking System.....	26
2. The Definition of the Brake Defect, Cap and Warning Repair, and the Defective Master Cylinder/Brake Booster Assembly.....	27
3. Defendants Have Not Remedied the Brake Defect in the Class Vehicles and it Continues to Pose a Dangerous Safety Risk to Plaintiff and Members of the Class.....	28
4. The Cap and Warning Repair Is Ineffective, Incomplete, Subject to Delays, and May Make Class Vehicles More Dangerous.....	30
C. Ferrari and Bosch Knew of the Brake Defect but Misrepresented and/or Concealed Its Existence.....	32
1. Each Class Vehicle Is Certified to Be in Compliance with All Federal Motor Vehicle Safety Standards, Undergoes an Extensive Design and Manufacturing Process, and Is Subject to Rigorous Pre-Production Testing.....	33
2. Ferrari Spa Sent a Technical Engineer to Examine a Failed Vehicle in 2016 who Testified the Braking System in the Class Vehicles Is Operative Even in Case of Failure of the Brake Booster Vacuum, Ferrari NA Has Also Been Involved in Domestic Litigation .....	38
3. Consumer Complaints to NHTSA. ....	42
4. Ferrari Monitors and Reviews Consumer Feedback and Customer Complaints, an Essential Practice in Maintaining a Luxury Brand.....	45
5. Highly Publicized Manifestations of the Defect in the Media.....	46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 6. Post-Failure Mode Analysis, Warranty Claims, and Reports from Authorized Dealerships..... 50
- 7. Ferrari and Bosch Monitored the Above Information and Knew of the Existence of the Brake Defect..... 51
- D. Ferrari Was Legally Required to Disclose the Brake Defect as a Known Safety Defect and Failed to Do So ..... 54
- E. Plaintiff and Class Members Would Not Have Purchased, the Class Vehicles Had They Known of the Brake Defect..... 55
- F. Allegations Establishing Agency Relationship Between Ferrari Na and Ferrari Dealerships in the United States..... 56
- V. DEFENDANTS MADE MISLEADING STATEMENTS ABOUT CLASS VEHICLE SAFETY AND BRAKING CAPABILITY ..... 60
  - A. Each Class Vehicle Has Several “In-Vehicle” Safety Labels that Misleadingly Assured Consumers that the Class Vehicles Contained a Braking System that Functioned Properly ..... 60
    - 1. Ferrari NA Distributed Class Vehicles with Monroney Labels that Had Misleading Assurances Regarding Safety ..... 60
    - 2. Ferrari SpA Affixed Misleading Safety Certification Labels to the Class Vehicles..... 65
    - 3. Ferrari NA Provided Misleading In-Vehicle Safety Information, Such as in the Warranty Card and Owner’s Service Book, About Brakes and Required Maintenance of the Braking System ..... 66
  - B. Ferrari NA Imported Vehicles into the United States and Warranted the Vehicles Complied with Federal Motor Vehicle Safety Standards..... 67
  - C. Ferrari Spa and Ferrari NA Also Made False and Misleading Statements About the Class Vehicles’ Safety in Their Consumer-Facing Marketing ..... 68
- VI. FRAUDULENT OMISSION ALLEGATIONS..... 71
- VII. TOLLING OF STATUTES OF LIMITATIONS ..... 74
  - A. Discovery Rule Tolling..... 74
  - B. Fraudulent Concealment Tolling ..... 75
  - C. Estoppel..... 75
- VIII. CLASS ACTION ALLEGATIONS ..... 75
- IX. COUNTS BASED ON CALIFORNIA COMMON LAW ..... 79
  - COUNT 1: FRAUD BY CONCEALMENT OR OMISSION ..... 79
  - COUNT 2: NEGLIGENT MISREPRESENTATION ..... 81

1		COUNT 3: UNJUST ENRICHMENT.....	82
2	X.	COUNTS BASED ON CALIFORNIA STATUTORY LAW.....	83
3		COUNT 4: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY	
4		.....	83
5		COUNT 5: VIOLATIONS OF THE SONG-BEVERLY CONSUMER	
6		WARRANTY ACT .....	85
7		COUNT 6: VIOLATIONS OF CALIFORNIA’S CONSUMER LEGAL	
8		REMEDIES ACT.....	87
9		COUNT 7: VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION	
10	XI.	PRAYER FOR RELIEF .....	93
11	XII.	DEMAND FOR JURY TRIAL .....	94

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **CLASS ACTION COMPLAINT**

2 Plaintiff Iliya Nechev (“Plaintiff”), individually and on behalf of all others  
3 similarly situated, brings this class action against Defendants Ferrari North America, Inc.  
4 (“Ferrari NA”) and Ferrari S.p.A. (“Ferrari SpA”), collectively referred to as “Ferrari”),  
5 Robert Bosch GmbH (“Bosch GmbH”), and its agent/alter ego Robert Bosch, LLC  
6 (“Bosch LLC”, collectively referred to as “Bosch” or “Bosch GmbH”), (Bosch and  
7 Ferrari collectively referred to as “Defendants”) to obtain damages, restitution, and/or  
8 injunctive relief for himself and on behalf of the proposed Class as defined herein.  
9 Plaintiff makes the following allegations upon information and belief, the investigation  
10 of his counsel, and facts that are of public record, except as to his allegations, which are  
11 made with personal knowledge.

12 **I. INTRODUCTION**

13 1. Ferrari is the world’s preeminent luxury sports car brand. The company has  
14 developed a passionate following of automotive enthusiasts, investors, and collectors of  
15 classic and exclusive models.<sup>1</sup>

16 2. A Ferrari is also a commodity, limited in production and limited in terms of  
17 access—with the most exclusive vehicles restricted to preferred customers.<sup>2</sup> This strategy  
18 of exclusivity and aggressive brand protection is a bulwark to ensure a Ferrari is worth  
19 more than the sum of its parts.<sup>3</sup> Consumers who purchase a Ferrari are paying a premium  
20 and are buying into Ferrari culture—with loyal consumers rewarded with more exclusive  
21  
22

---

23 <sup>1</sup> Press Releases, *Brand Finance Global 500 Names Ferrari As The World’s Strongest Brand For*  
24 *Second Consecutive Year*, Ferrari (Jan. 22, 2020), <https://www.ferrari.com/en-EN/corporate/articles/brand-finance-global-500-names-ferrari-as-the-worlds-strongest-brand-for-second-consecutive-year-corp>.

25 <sup>2</sup> In a statement concerning Ferrari’s decision to “blacklist” certain celebrities, Ferrari stated it  
26 “reserves the right to decide on special editions.” *See Ferrari responds if it banned Justin Bieber and*  
27 *the Kardashians from buying its cars*, MARCA (May 17, 2022)  
<https://www.marca.com/en/lifestyle/celebrities/2022/05/17/6283c08ce2704e70438b457e.html>.

28 <sup>3</sup> *The 15 Most Expensive Ferraris Ever Built*, Elite Traveler (Jan. 5, 2018),  
<https://elitetraveler.com/luxury-transport/automotive/the-15-most-expensive-ferraris-ever-built>.

1 models that may appreciate in value.<sup>4</sup> Ferrari goes to great lengths to protect its brand,  
2 which played a significant role in Plaintiff's and the Class Members' decision to purchase  
3 or lease a Ferrari.

4 3. Ferrari's standing in the automotive world makes the facts of this case  
5 particularly jarring and consequential. Ferrari has long known about a critical safety  
6 defect in its vehicles. Although it may not always be detected due to the limited  
7 recreational use of these vehicles, this does not diminish the severe, potentially fatal risks  
8 it poses to the Plaintiff and Class Members. It appears that Ferrari has prioritized profits  
9 and reputation over consumer safety, neglecting a defect in one of the most crucial  
10 components of any high-performance sports car - the braking system.

11 4. After multiple reported brake failures attributed to a component  
12 manufactured by Bosch GmbH, on October 28, 2021, Ferrari SpA directed Ferrari NA  
13 to conduct a voluntary recall in the United States.<sup>5</sup> In the initial recall, Ferrari NA  
14 described the defect as follows: the "vehicles are equipped with a braking system that  
15 could potentially leak brake fluid, which may lead to partial or total loss of braking  
16 capability."<sup>6</sup> Ferrari NA identified the brake components as manufactured by Bosch and  
17 installed in Class Vehicles (defined below) that Ferrari SpA manufactures.<sup>7</sup> Ferrari NA  
18 identified the defective component as the master cylinder/brake booster assembly—even  
19 identifying the very same part number as defective that Plaintiff replaced when his brakes  
20  
21

---

22 <sup>4</sup> When it comes to owning a special Ferrari, the saying goes, "You don't choose Ferrari. Ferrari  
23 chooses you." See Nadeem Sarwar, *The Reason Why Jay Leno Will Never Own A Ferrari*, SlashGear  
24 (June 16, 2022), <https://www.slashgear.com/898761/the-reason-why-jay-leno-will-never-own-a-ferrari/>.

25 <sup>5</sup> As the recall was voluntary, the recall was made prior to any involvement by the National  
Highway Traffic Safety Administration ("NHTSA"). NHTSA has not initiated an investigation or made  
any determination into the adequacy of the recall.

26 <sup>6</sup> *Part 573 Safety Recall Report 21V-833*, NHTSA (2021), available at:  
27 <https://static.nhtsa.gov/odi/rcl/2021/RCLRPT-21V833-4048.PDF>.

28 <sup>7</sup> Bosch GmbH and Ferrari SpA worked together to design, test, and approve the braking systems  
present in the Class Vehicles.

1 failed.<sup>8</sup>

2 5. Defendants’ knowledge of the “Brake Defect” (defined below) likely  
3 originated during extensive pre-production design and testing.<sup>9</sup> At a minimum,  
4 Defendants’ notice can be traced to a fatal accident on June 9, 2015, where, despite the  
5 driver’s insistence on complete brake failure at his subsequent criminal trial, a Ferrari  
6 SpA technician testified the braking systems at issue are “operative even in case of failure  
7 of the brake booster vacuum”—testimony now contradicted by Ferrari’s disclosures to  
8 the NHTSA.<sup>10</sup> Ferrari’s knowledge can also be traced to litigation in Wisconsin following  
9 a crash on July 7, 2017—a crash consistent with the failure mode described in the  
10 recalls—even answering the litigation prior to Plaintiff’s Class Vehicle purchase.<sup>11</sup>  
11 Likewise, Defendants were involved in an action in the District of New Jersey on  
12 December 30, 2021, precipitating Defendants’ second, broader recall, where plaintiffs  
13 allege their Ferrari vehicles suffered from a dangerous safety defect involving the brake  
14 system in the Class Vehicles.<sup>12</sup>

15 6. In the nine years since the 2015 incident, Defendants received substantial  
16 evidence that there exists a severe issue in the braking system of the Class Vehicles,  
17 including but not limited to: (1) testing conducted to remain in compliance with Federal  
18 Motor Vehicle Safety Standard (“FMVSS”) regulations; (2) international and domestic

---

19 <sup>8</sup> Other owners have come forward online, claiming that Ferrari has long known that Component  
20 Part Number 000244010 is defective, with one owner posting a maintenance record online from Ferrari  
21 dated November 18, 2017 identifying this very same part number. *See Exhibit A* (reviewing consumer  
complaints on FerrariChat).

22 <sup>9</sup> Each Ferrari takes nearly three months to complete and is designed to withstand strenuous racing  
23 conditions—Ferrari even maintains a private racetrack for this very reason. *See Eleanor Peake, Inside  
the top secret factory where new Ferraris are born* (WIRED, April 15, 2018)  
24 <https://www.wired.co.uk/article/ferrari-car-factory-manufactured-italy-enzo-build-create>.

25 <sup>10</sup> *RC 80 Chronology*, NHTSA (2023), available at: <https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V536-2774.pdf>.

26 <sup>11</sup> *See Joel Saban, et al. vs. Ferrari North America, et al.*, Docket No. 2021CV000087 (Wis. Cir.  
27 Ct. Mar. 10, 2021) (the “*Saban Action*”). The *Saban Action*—which Ferrari answered on November 5,  
2020—together with the death of Ku Lap Chi, makes it clear Ferrari had notice of the Brake Defect  
prior to Plaintiff’s Class Vehicle purchase in December 2020.

28 <sup>12</sup> *See Rose vs. Ferrari N. Am., et al.*, No. 2:21-cv-20772 (D.N.J.) (class action bringing claims  
under the laws of Georgia, New Jersey, and Texas).

1 litigation alleging defective brake boosters in the Class Vehicles; (3) complaints filed  
2 directly with the NHTSA which Ferrari NA is legally obligated to monitor; (4) an  
3 outpouring of discussion on Ferrari owner forums, such as FerrariChat, which is  
4 sponsored by several authorized Ferrari dealerships (*see* Ex. A); (5) highly publicized  
5 manifestations of brake failure in the Class Vehicles reported on by automotive news  
6 outlets; (6) warranty claims submitted to Ferrari’s network of dealerships—potentially  
7 the primary source of Ferrari’s knowledge and in its exclusive possession; (7) discussions  
8 between customers and Ferrari executives, including those managing After Sales &  
9 Operation at Ferrari NA; and (8) post-failure communications between Bosch GmbH and  
10 Ferrari SpA concerning the root cause of any braking issues in the Class Vehicles,  
11 including post-recall.<sup>13</sup>

12 7. On July 26, 2022, Ferrari NA greatly expanded its initial recall and began  
13 offering a purported “remedy” involving replacing the brake fluid cap at the entry point  
14 to the brake fluid reservoir component of the braking system.<sup>14</sup> Yet in a later-filed  
15 document, Ferrari identified two failure modes that can cause complete brake failure—  
16 with only one failure mode affecting Part Number 000244010, which Ferrari previously  
17 identified as the defective component.<sup>15</sup> The first failure mode involves the rearmost seal  
18 (or the isolation seal) twisting out of place, which causes the brake fluid to leak from the  
19 master cylinder into the brake booster.<sup>16</sup> The brake fluid leak depletes the fluid levels in  
20 the primary brake circuit (front brakes), causing the primary circuit to lose braking  
21 capabilities.<sup>17</sup> According to Ferrari, “[w]hen this happens, the brake capability is limited  
22 to the secondary circuit” (“Failure Mode One”).<sup>18</sup> However, the Brake Defect may also

---

23 <sup>13</sup> Ferrari also admitted knowledge to at least twelve other incidents involving the loss of brake  
24 fluid that may have resulted in the partial or total loss of braking capability. *See Infra* § IV.C; Ex. A;  
RC 80 Chronology, *supra*, note 10.

25 <sup>14</sup> Part 573 Safety Recall Report 21V-833, *supra* note 6.

26 <sup>15</sup> RC 80 Chronology, *supra*, note 10.

27 <sup>16</sup> *Id.*

28 <sup>17</sup> *Id.*

<sup>18</sup> *Id.*



1 cause failure of the secondary circuit (rear brakes), making braking capabilities “almost  
2 totally compromised.” Specifically, when the rearmost seal twists, ventilation is affected,  
3 creating a vacuum inside the brake fluid reservoir that causes “the secondary circuit [to]  
4 fail” (“Failure Mode Two”).<sup>19</sup>

5 8. As confirmed in Ferrari NA’s public filings, the recall remedy of replacing  
6 the brake fluid cap only acts as an interim corrective measure for Failure Mode Two. It  
7 also provides a warning system for Failure Mode One via a software update, should the  
8 rearmost seal twist and brake fluid leak.<sup>20</sup> Despite Ferrari’s knowledge of Failure Mode  
9 One, it has not released any countermeasure to remedy the failure mode or prevent the  
10 twisting of the rearmost seal otherwise. Indeed, Ferrari NA admitted that “[d]espite  
11 numerous tests conducted, Ferrari has not yet been able to reproduce the twisting of the  
12 isolation lip seal and the movement out of its groove.”<sup>21</sup> Together, the failure modes are  
13 in direct violation of FMVSS 105 and 135, which provide, among other things, that a  
14 loss of fluid from one compartment shall not result in a complete loss of brake fluid from  
15 another compartment.<sup>22</sup>

16 9. Despite this knowledge and in breach of their obligations to Plaintiff and the  
17 Class, Ferrari and Bosch have failed to act. Defendants have not informed owners of the  
18 full extent of the Brake Defect, only remedied one failure mode, and continue to sell (or  
19 benefit from the sale) of thousands of cars containing this life-threatening defect.<sup>23</sup>

---

21 <sup>19</sup> *Id.*

22 <sup>20</sup> *Part 573 Safety Recall Report 22V-536*, NHTSA (2022), available at:  
<https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V536-4846.PDF>.

23 <sup>21</sup> RC 80 Chronology, *supra*, note 10.

24 <sup>22</sup> Even more concerning, Plaintiff has reason to believe that the cap replacement may have the  
25 effect of making the vehicles more dangerous and more prone to brake failure. By way of example, at  
least one complainant to NHTSA experienced a complete loss of braking capability and slammed into  
a wall while driving, despite *having previously had the recall repair performed*. *Infra* § IV.C.3.

26 <sup>23</sup> ‘Thousands of vehicles’ is the key metric here—this is not an action where millions of trucks or  
27 cars were sold to and driven every day by the general public—most Ferraris are only driven a few  
thousand miles per year, if at all. The fact that a statistically significant percentage of owners have  
28 reported problems in such a small population size is staggering and highly indicative of the gravity of  
this issue.

1 Ferrari’s recalls do not call for what is needed – *i.e.*, a replacement of the defective master  
2 cylinders if brake fluid leaks are found (and, therefore, the rearmost seal has twisted and  
3 is damaged).

4 10. Defendants omitted information concerning the Brake Defect from all  
5 advertising, promotion, or other contacts with Plaintiff and Class members prior to their  
6 purchase or lease of the Class Vehicles. Defendants also aided, abetted, and/or made  
7 misleading statements about class vehicle safety and braking capability, including when  
8 affixing or providing to each owner or lessee: (i) certification labels that uniformly  
9 communicate compliance with motor vehicle safety standards in every Class Vehicle; (ii)  
10 in-vehicle safety information, such as in the Owner’s Service Book, about brakes and  
11 required maintenance of the braking system; and (iii) other consumer-facing marketing  
12 up to and at the point of sale including the Monroney label. In short, Defendants had a  
13 duty to disclose the Brake Defect because they were in a superior position to know of the  
14 safety defect, actually knew about the defect, and Plaintiff and the Class could not have  
15 reasonably discovered the defect until the brakes in the Class Vehicles failed.

16 11. Plaintiff brings this action on behalf of himself and all those similarly  
17 situated for Defendants’ unlawful conduct under the laws of the State of California.  
18 Plaintiff seeks damages for overpayment at the point of sale, diminution of value, the  
19 cost of repair of the Class Vehicles, attorneys’ fees and costs, punitive damages, and any  
20 other legal relief available for his claims. Had Defendants disclosed the Brake Defect at  
21 the point of sale or lease, Plaintiff and Class Members would have seen such disclosures  
22 and would not have bought or leased the Class Vehicles. Plaintiff and the Class have thus  
23 been harmed and seek all available relief.

## 24 **II. PARTIES**

### 25 **Plaintiff**

26 12. Plaintiff Iliya Nechev (“Plaintiff”) is a citizen of the state of California,  
27 residing in San Marcos, California. Plaintiff Nechev purchased a used 2010 Ferrari 458  
28 Italia, VIN: ZFF67NFA1A0175749 (Plaintiff’s “Class Vehicle”), in December 2020

1 from Ferrari of Washington (“Ferrari Dealership”), an authorized Ferrari dealership,  
2 located at 45235 Towlern Place, Sterling, Virginia 20166. Plaintiff purchased the Class  
3 Vehicle with approximately 28,000 miles on it from his residence in California.

4 13. Plaintiff found a listing for the Class Vehicle through research online and  
5 through Ferrari’s website, ultimately finding a listing for the Class Vehicle on  
6 Autotrader.com. Plaintiff then emailed and called the Ferrari Dealership for additional  
7 information.

8 14. Plaintiff discussed and communicated with sales representatives from the  
9 Ferrari Dealership including Casey Francis, Steven Meyer, and James Pollack. The  
10 Ferrari representatives provided Plaintiff with detailed paperwork and information  
11 packets for the Class Vehicle.

12 15. Prior to the purchase of Plaintiff’s Class Vehicle, Plaintiff viewed and  
13 inspected the Monroney label that informed him of the make and model of the vehicle  
14 and provided detailed specifications concerning its braking system. The Monroney label  
15 also informed Plaintiff that his vehicle was assembled in Maranello, Modena, Italy and  
16 then imported to the United States by Ferrari NA. The Monroney label also stated that it  
17 had been affixed by Ferrari NA pursuant to the requirements of 15 U.S.C. § 1231, *et seq.*,  
18 which prohibited its “removal or alternation prior to delivery to the ultimate purchaser.”  
19 A copy of said Monroney label is provided below:

20  
21  
22  
23  
24  
25  
26  
27  
28

**Ferrari**  
 Ferrari North America, Inc  
 250 Sylvan Avenue  
 Englewood Cliffs, NJ 07632

**Model Year:** 2010  
**Model Desc:** 458 ITALIA  
**Color:** TITANIUM / BLACK  
**Port of Importation:** PORT NEWARK  
**Warehouse:** NEWARK, NJ  
**Serial Number:** ZFF67NFA1A0175749

**DEALER TO WHOM DELIVERED**  
 FERRARI OF WASHINGTON  
 45235 TOWLERN PLACE  
 STERLING, VA 201660000  
**Mode of Transportation:** VIA TRUCK

**PARTS CONTENT INFORMATION FOR THIS VEHICLE**  
**Final Assembly Point:** Maranello, Modena, Italy  
**Country of Origin:** Italy  
**Engine Parts:** Italy  
**Transmission Parts:** Italy

**Standard Equipment Included in Suggested Retail Price \***  
 \*4.5 L MID-MOUNTED V8 ENGINE PRODUCING 560 HP @ 9,000 RPM  
 \*7-SPEED F1 DUAL CLUTCH TRANSMISSION  
 \*ALUMINUM BODY SHELL AND CHASSIS  
 \*SCM2 MAGNETIC SUSPENSION DAMPING  
 \*DOUBLE WISHBONE FRONT SUSPENSION  
 \*MULTI LINK REAR SUSPENSION  
 \*E-DIFF3 ELECT. REAR DIFFERENTIAL  
 \*F-1 TRAC TRACTION CONTROL  
 \*CST-CONTROL STABILITY & TRACTION  
 \*CCMD-CARBON CERAMIC BRAKES  
 \*HIGH PERFORMANCE ABS WITH BRAKE PRE-FILL  
 \*MANETTINO-STEERING WHEEL MOUNTED F-1 SYSTEMS MODE CONTROL  
 \*DRIVER, PASSENGER & SIDE AIRBAGS  
 \*TIRE PRESSURE & TEMP. MONITOR  
 \*VEHICLE DYNAMIC ASSISTANCE (VDA)  
 \*INST. CLUSTER WITH 2 TFT SCREENS

**Options**  
 AFS SYSTEM 1,889.00  
 BRAKE CALIPERS ALLUMINIUM COL. 1,339.00  
 CARBON FIBER DRIVER ZONE+LEDS 6,925.00  
 INT UPHOLST. LEATHER/ALCANTARA 4,979.00  
 FRONT SUSPENSION LIFT 4,407.00  
 FERRARI IPOD 861.00  
 \*SCUDERIA FERRARI SHIELDS 1,542.00  
 INN/OUT ELETTR.MIRROR+HOMELINK 1,574.00  
 RADIONAVI SYSTEM + BLUETOOTH 3,305.00  
 FRONT AND REAR PARKING SENSORS 2,203.00  
 PAINTED 20" SPORT RIMS 5,509.00  
 OTHER OPTIONS 8,869.00

**Manufacturer's Suggested Port of Entry Retail Price \$225,325.00**  
**Delivery, Process, Prep & Handling Fee 2,350.00**

**Tires PIRELLI P ZERO FRONT: 295/35 ZR20 REAR: 295/35 ZR20**

**Total Suggested Retail Price \$273,597.00**

**Warranty**  
 Refer to Warranty Info Book for Specific Limitations

**GOVERNMENT SAFETY RATINGS**  
 This vehicle has not been rated by the government for frontal crash, side crash or rollover risk.  
 Source: National Highway Traffic Safety Administration (NHTSA).  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**EPA Fuel Economy Estimates**  
 These estimates reflect new EPA methods beginning with 2008 models.

**City MPG 12**  
 Expected range for most drivers 9 to 15 mpg

**Highway MPG 18**  
 Expected range for most drivers 14 to 22 mpg

**Estimated Annual Fuel Cost \$2,999**  
 based on 15,000 miles at \$2.80 per gallon

**Gas Guzzler Tax \$ 2,600.00**

**Combined Fuel Economy This Vehicle 14 TWOS**

**Your actual mileage will vary depending on how you drive and maintain your vehicle**

\*Gasoline, license and title fees, luxury, state and local taxes, dealer installed accessories are not included.

This vehicle is equipped with a front bumper that has been tested at an impact speed of \* mph and a rear bumper that has been tested at an impact speed of \* mph, and has sustained no damage to the vehicle's body and minimal damage to the bumper and attachment hardware. Minimal damage to the bumper means damage that can be repaired with the use of common repair materials and without replacing any parts. The stronger the bumper, the less likely the car will require repair after a low speed collision. However, this vehicle is equipped with a bumper system that, under federal bumper standard test conditions and procedures, can withstand a frontal impact speed of 2.5 mph and a rear impact speed of 2.5 mph with no more damage than allowed by federal bumper standard. \*Not tested to specifics of N.Y. Law.

This label has been affixed to this vehicle pursuant to the requirements of U.S.C 15§ 1231 et seq., which prohibits its removal or alteration prior to delivery to the ultimate purchaser. THIS IS A COPY OF THE ORIGINAL MONROE LABEL.

See the FREE Fuel Economy Guide at dealers or [www.fueleconomy.gov](http://www.fueleconomy.gov)

16. Plaintiff, while residing in California, reviewed all materials sent to him by the Ferrari Dealership.

17. Plaintiff and the Ferrari Dealership also discussed the price of the Class Vehicle and reached an agreement on the price from Plaintiff's residence in California.

18. Plaintiff signed the purchase agreement for the Class Vehicle in California.

19. Plaintiff paid California sales tax for the Class Vehicle.

20. Prior to Plaintiff's acceptance of the Class Vehicle, Plaintiff also viewed and inspected the permanent certification label affixed by Ferrari SpA and dated July 2010, that stated: "[t]his vehicle conforms to all applicable Federal motor vehicle safety, bumper, and theft prevention standards in effect on the date of manufacture shown above." A copy of said certification label is provided below:



10           21. From the day Plaintiff received his Class Vehicle, he complained of brake  
11 issues whereby the Class Vehicle would experience partial or total loss of braking  
12 capability. Plaintiff came close to an accident several times. On one occasion, Plaintiff  
13 was driving downhill at approximately 50 miles per hour and while preparing to take a  
14 90-degree right hand turn, Plaintiff pressed down on his brakes, but the Class Vehicle  
15 did not slow down, the brake pedal was hard, and despite down shifting, there was no  
16 brake pressure. Plaintiff complained of the issue to the Ferrari Dealership in early 2021  
17 and was informed that this issue was “normal.”

18           22. Plaintiff attempted to have the vehicle repaired at Ferrari of San Diego but  
19 was informed there was nothing wrong with his Class Vehicle. Plaintiff was informed  
20 “Ferrari ceramic brakes feel different than other cars” brakes, that he “should just get  
21 used to them” and that “there was absolutely no issues with the brakes in any way.”

22           23. In or around April 2021, Plaintiff decided that the issue was too dangerous  
23 to leave unrepaired, so he ordered hoses with integrated check valves, along with a new  
24 brake booster and master cylinder. The interior of his engine and front compartment is  
25 shown below:  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



24. Plaintiff first replaced the vacuum line in his Class Vehicle, which had to be snaked behind the engine and around the alternator. Plaintiff attempted this repair first because the Ferrari 458 brake system is relatively straightforward and common automotive design, using vacuum pressure from the intake manifold to activate the brake servo (booster) which pushes the piston of the master cylinder delivering brake fluid at high pressure to the brakes. The hard lines from the intake have several check valves, and are generally known to fail over time by not providing enough vacuum to the brake booster. Plaintiff states this replacement was not an easy task, and it ultimately did not repair the issue in his Class Vehicle.

1           25. As the other point of failure is the master cylinder, Plaintiff then had to  
2 disassemble the front end of his vehicle to reach the master cylinder/brake booster assembly  
3 (shown below). According to Plaintiff, the master cylinder seal can leak brake fluid into  
4 the brake booster, damaging the diaphragm inside.



16           26. After reaching the master cylinder/brake booster assembly, Plaintiff indeed  
17 discovered a small pool of brake fluid, leaked by a failed master cylinder seal. Once those  
18 parts were replaced, Plaintiff reassembled the front end of his Class Vehicle and went for  
19 a test drive. Plaintiff found that after replacing the master cylinder/brake booster  
20 assembly, he no longer experienced issues with braking capability. Ferrari did not  
21 reimburse Plaintiff for any of the costs or damages associated with his Class Vehicle.





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13 27. After replacing the components in his Class Vehicle, Plaintiff submitted an  
14 “invoice” with his expenses to Ferrari NA—as part of Ferrari’s recall campaign—and  
15 did not receive reimbursement for his out-of-pocket expenses, even after providing  
16 Ferrari NA and Ferrari SpA notice of his claims against them. *See Exhibits B and C.*

17 28. Through its dealer agreements and other methods, Ferrari NA has control  
18 over the consumer-facing information and disclosures provided to consumers, such as  
19 window stickers and other legally required notices. As a certified Ferrari dealership, the  
20 Ferrari Dealership from which Plaintiff purchased his Class Vehicle, past and present,  
21 acted as Defendants’ agent regarding the disclosures and other representations made to  
22 consumers about the characteristics of its Class Vehicles, including to Plaintiff.

23 29. Bosch GmbH, through its agent/alter ego Bosch LLC, also omitted the  
24 Brake Defect from technicians responsible for repairing or replacing defective  
25 components in Ferrari Class Vehicles. Bosch GmbH offers specialized tools, Bosch  
26 support and training to service/repair Bosch components to exotic motor vehicle  
27 dealerships in California, and yet concealed any issues related to the Brake Defect. Upon  
28 learning of a systemic defect in the Class Vehicles, Bosch GmbH had a duty to disclose



1 this known safety defect to Ferrari SpA, its technicians, or certified technicians in exotic  
2 motor vehicle dealerships, which in turn had a duty to disclose the issue to Plaintiff and  
3 the Class.

4 30. Defendants failed to disclose that the Class Vehicles suffer from the Brake  
5 Defect and omitted the existence of the Brake Defect from the materials provided to the  
6 general public and consumers of the Class Vehicles. Prior to purchase, Plaintiff reviewed  
7 all paperwork provided by Ferrari and its dealerships or provided by private sellers'  
8 documents created by Ferrari, including in advertising and promotional materials.  
9 Plaintiff has been an avid Ferrari owner and fan for many years, researching vehicles on  
10 Ferrari's website and on various forums that Ferrari monitors. However, despite  
11 Defendants' knowledge of the Defect, Ferrari did not disclose the Brake Defect. As a  
12 result of Defendants' omissions, at the time Plaintiff purchased his Class Vehicle,  
13 Plaintiff believed it was safe and reliable.

14 31. Defendants acted in bad faith because Defendants knew, at the time, that  
15 they designed, tested, validated, marketed, and sold Class Vehicles to consumers that  
16 suffer from the Brake Defect. Notwithstanding that knowledge, Defendants concealed  
17 the existence of the Brake Defect.

18 32. Had Plaintiff and Class Members, or any other reasonable person, known  
19 the Class Vehicles suffered from the Brake Defect, they would not have purchased their  
20 Class Vehicles.

### 21 **Defendants**

22 33. Defendant Ferrari S.p.A. ("Ferrari SpA") designs and manufactures sports  
23 cars that are synonymous with luxury, speed, and performance. Ferrari SpA is based in  
24 Maranello, Italy. Approximately 3,800 Ferraris are sold each year, with prices starting at  
25 \$120,000. The Class Vehicles were designed and manufactured by Ferrari SpA.

26 34. Pursuant to 49 CFR §551.46, Ferrari SpA was required to designate an agent  
27 for service of process in the United States as a foreign manufacturer of the Class Vehicles.  
28 Ferrari NA, as Ferrari SpA's domestic subsidiary for the United States market, is the

1 proper agent to effectuate service on Ferrari SpA.

2 35. Defendant Ferrari North America, Inc. (“Ferrari NA”) is an automobile  
3 distributor incorporated in Delaware with its principal place of business at 250 Sylvan  
4 Avenue, Englewood Cliffs, New Jersey. Ferrari NA is the exclusive distributor and  
5 warrantor of Ferrari automobiles, parts, and accessories manufactured by Ferrari SpA to  
6 retail dealers in the United States. Ferrari NA distributed, sold, serviced, and/or  
7 warranted thousands of Class Vehicles, directly or indirectly, to Plaintiff and Class  
8 Members with the understanding and expectation that Class Vehicles would be sold,  
9 operated, and fit for their intended purpose across the country, including California.

10 36. At all times relevant to this action, Ferrari NA sold and warranted the Class  
11 Vehicles throughout the United States, and specifically in California. Ferrari SpA and/or  
12 its agents, divisions, or subsidiaries designed and manufactured the Class Vehicles.  
13 Together with Ferrari SpA, Ferrari NA developed and disseminated the owner’s manuals,  
14 supplements, warranty booklets, advertisements, and other promotional materials  
15 relating to the Class Vehicles. Ferrari NA, with the consent of Ferrari SpA, provided  
16 these to its authorized dealers for the express purpose of having these dealers pass such  
17 materials to potential purchasers at the point of sale. Ferrari NA and Ferrari SpA also  
18 created, designed, and disseminated information about the quality of the Class Vehicles  
19 and their braking components to agents of various publications for the express purpose  
20 of having that information reach potential consumers.

21 37. Defendant Robert Bosch GmbH (“Bosch GmbH”) is a German  
22 multinational engineering and electronics company headquartered in Gerlingen,  
23 Germany. Bosch GmbH is the parent company of Robert Bosch LLC. Bosch GmbH, at  
24 all material times, designed, manufactured, and supplied the defective brake components  
25 to Ferrari. Bosch GmbH is subject to the personal jurisdiction of this Court because it has  
26 availed itself of the laws of the United States through its management and control over  
27 Robert Bosch LLC and over the design, development, manufacture, distribution, testing,  
28 and sale of thousands of braking systems installed in the Class Vehicles sold or leased in

1 the United States. Employees of Bosch GmbH have collaborated on the concealment and  
2 omission of the Brake Defect in this judicial district and have been present in this district.

3 38. Pursuant to 49 CFR §551.46, Bosch GmbH was required to designate an  
4 agent for service of process in the United States as a foreign manufacturer of vehicle  
5 equipment. Bosch LLC, as Bosch GmbH's agent/alter ego for the United States market,  
6 is the proper agent to effectuate service on Bosch GmbH.

7 39. Defendant Robert Bosch LLC ("Bosch LLC") is a Delaware limited liability  
8 company with its principal place of business located at 38000 Hills Tech Drive,  
9 Farmington Hills, Michigan. Bosch LLC is wholly owned by Robert Bosch North  
10 America Corporation, which in turn is wholly owned by Defendant Bosch GmbH. Bosch  
11 LLC is also the United States authorized agent, representative, servant, employee, and/or  
12 alter ego of Bosch GmbH and performs activities including, but not limited to, servicing  
13 warranties, replacements and repairs, dissemination of technical information, and  
14 monitoring the performance of vehicles containing parts designed, manufactured, sold,  
15 repaired, and replaced by Bosch, including substantial activities that occurred within this  
16 district. Bosch LLC is the agent/alter ego of Bosch GmbH for the following non-  
17 exhaustive reasons, along with the reasons listed in the "Jurisdiction and Venue" Section:

18 (a) Bosch owns and operates a website, available in all states, including  
19 California, which highlights the collective identity of the Bosch entities stating, "We are  
20 Bosch" and "We are an international company . . . constantly extending our global  
21 presence", and "our distinctive corporate culture is a common bond. We live by our  
22 values and strive for continuous improvement. We are proud to work for Bosch."<sup>24</sup>

23 (b) The president of Bosch LLC also holds a high-level management  
24 position at Bosch GmbH;

25 (c) "[T]he board of management of Robert Bosch GmbH defines the  
26 strategy for the entire company and leads the company as a whole."<sup>25</sup>

---

27 <sup>24</sup> *We are Bosch* (2024), available at: <https://wearebosch.com/index.en.html>

28 <sup>25</sup> *Bosch Annual Report 2021*, available at: <https://www.bosch.com/company/annual-report/>

1 (d) “The Robert Bosch GmbH supervisory board appoints, monitors, and  
2 advises the board of management.” Bosch GmbH exercises “management and control  
3 over Bosch LLC.”;<sup>26</sup> and

4 (e) Bosch’s sworn witness provided testimony evidencing that “Bosch  
5 GmbH has direct supervisory responsibility for the business functions of all business  
6 entities, as all entities report up the chain to Bosch GmbH, and many business functions  
7 transcend across multiple legal entities.”<sup>27</sup>

### 8 **III. JURISDICTION AND VENUE**

9 40. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
10 §1332(d)(2), as modified by the Class Action Fairness Act of 2005 because Plaintiff and  
11 Defendants are citizens of different states; there are more than 100 members of the Class  
12 (as defined herein); the aggregate amount in controversy exceeds \$5 million, exclusive  
13 of attorneys’ fees, interest, and costs; and Class Members reside across the United States.  
14 The citizenship of each party is described in more detail above in the “Parties” section  
15 above. The Court also has supplemental jurisdiction under 28 U.S.C. §1367.

16 41. This Court has specific personal jurisdiction over Bosch GmbH and its  
17 authorized agent, representative, servant, employee, and/or alter ego Bosch LLC, by their  
18 purposeful availment and deliberate targeting of California consumers, including  
19 Plaintiff. Personal jurisdiction over Bosch is also appropriate because (1) Bosch offers  
20 training, support, specialized tools, and replacement parts to exotic vehicle technicians  
21 in California who service brake components designed and manufactured by Bosch GmbH  
22 in the Class Vehicles; (2) Plaintiff’s Class Vehicle was serviced at Ferrari of San Diego,  
23 an authorized dealership that receives specialized tools, replacements parts and support  
24 directly or indirectly from Bosch—and when the brakes in Plaintiff’s Class Vehicle failed  
25 in California, Plaintiff replaced the Defective Master Cylinder/Brake Booster Assembly

---

26 <sup>26</sup> *Id.*

27 <sup>27</sup> *J.S.T. Corp. v. Robert Bosch LLC*, No. 15-13842, 2019 WL 1857088, at \*5 (E.D. Mich. Apr. 23,  
28 2019), *report and recommendation adopted*, No. 15-13842, 2019 WL 1790255 (E.D. Mich. Apr. 23,  
2019)

1 with the same defective component designed and manufactured by Bosch GmbH; and  
2 (3) subjecting Bosch GmbH and Bosch LLC to jurisdiction in California is reasonable  
3 and in accordance with traditional notions of fair play and substantial justice because  
4 Bosch has a significant presence in California including multiple offices for several  
5 divisions of Bosch Global, pays California employment and property taxes, and  
6 reasonably could be hauled into Court in California as the result of an injury it caused in  
7 California.

8 42. Moreover, Bosch LLC is the agent/alter ego of Bosch GmbH, and  
9 jurisdiction here is appropriate for the following reasons:

10 (a) Bosch GmbH designed and manufactured brake components for  
11 Ferrari;

12 (b) Bosch GmbH is one of the largest suppliers of auto parts in the world,  
13 including brake-related replacement parts;

14 (c) Bosch GmbH distributes replacement parts, including brake parts, in  
15 the United States, including California, through both its distributor in the U.S., Bosch  
16 LLC and through the Bosch Auto Parts website;<sup>28</sup>

17 (d) The Bosch Auto Parts website encourages users to obtain assistance  
18 from Bosch by contacting it with any questions. The website also provides a function  
19 that allows users to search for particular auto parts that fit their needs by entering their  
20 Vehicle Identification Number or the year, make, model, and engine type of their vehicle.  
21 The Bosch Auto Parts website allows consumers to search for Bosch-manufactured parts  
22 by name, model, or original equipment manufacturer number. The Bosh Auto Parts  
23 website also provides various types of products for sale, including brake-related  
24 replacement parts and brake fluid;

25 (e) Bosch also operates Bosch Automotive Service Solutions, which  
26 “provides the aftermarket and workshops worldwide with a complete range of diagnostic  
27

---

28 <sup>28</sup> *Bosch Auto Parts* (2024), available at: <https://www.boschautoparts.com/>

1 and repair shop equipment and a wide range of spare parts for passenger cars and  
2 commercial vehicles. Its product portfolio includes products made as Bosch original  
3 equipment, as well as aftermarket products and services developed and manufactured in-  
4 house”;<sup>29</sup>

5 (f) Bosch offers specialized tools, support, and training to service/repair  
6 Bosch components to exotic vehicle centers, including those servicing Ferrari Class  
7 Vehicles in California;

8 (g) The defective brake components manufactured and sold by Bosch  
9 were installed in Plaintiff’s Class Vehicle, subsequently sold and shipped to Plaintiff and  
10 Class Members purchasing, leasing, or residing in California;

11 (h) The defective brake components manufactured and sold by Bosch  
12 failed and caused injuries to Plaintiff in the State of California;

13 (i) The defective replacement brake components manufactured and sold  
14 by Bosch were shipped to California and installed in Plaintiff’s Class Vehicle as  
15 replacement parts.

16 (j) Bosch maintains the large offices for several key divisions of Bosch  
17 Global in California including Robert Bosch Semiconductor LLC and Robert Bosch  
18 Sensortec, and includes physical offices and employees such as below;

19 (k) Bosch has employees and agents in the State of California that are  
20 subject to California taxes;

21 (l) Bosch GmbH’s website for its “mobility” services indicates that its  
22 purpose is to provide comprehensive “connected” services for automobiles. The vehicle  
23 management platform enables cloud-based services for all vehicle segments throughout  
24 the life cycle of the vehicle. Drivers are provided with up-to-date information from the  
25 “cloud,” such that the vehicle itself “becomes a central component of the Internet of  
26  
27

---

28 <sup>29</sup> *About us*, Bosch (2024), available at: <https://boschautomotiveservicesolutions.com/about-us>

1 things.”<sup>30</sup>

2 (m) There are at *least 10* “Robert Bosch” entities registered with the  
3 California Secretary of State to operate within the state;

4 (n) There are *over 25* authorized “Bosch” automotive service centers  
5 throughout the State of California;

6 (o) Privacy notices and cookies on Bosch GmbH’s “mobility” website  
7 indicate that Bosch GmbH collects and processes personal data from online consumer  
8 visits to its website;

9 (p) Bosch GmbH’s privacy notices on its websites further indicate that it  
10 uses the data for “[a]n overriding legitimate interest on our part in direct marketing,”  
11 “advertising,” “improvement of our products and services,” “[r]esponding to user  
12 inquiries within the scope of the [online] contact form,” and “self-promotion and  
13 promotion by others as well as market research and reach analysis;”<sup>31</sup>

14 (q) The privacy notices further state that, with respect to “[t]ransmission  
15 of data to service providers,” “[w]e use external service providers for tasks such as  
16 marketing purposes . . . and hotline services;”<sup>32</sup>

17 (r) The privacy notices also state that Bosch GmbH “use[s] marketing  
18 cookies and tracking mechanisms” if given the consumer’s consent. “By using marketing  
19 cookies and tracking mechanisms, we and our partners are able to show you offerings  
20 based on your interests, resulting from an analysis of your user behavior;”<sup>33</sup>

21 (s) Bosch GmbH also uses social media platforms (*e.g.*, Instagram,  
22 LinkedIn, YouTube) communication tools to process messages from consumers sent via  
23 these social media platforms and to offer consumer support;

---

24  
25 <sup>30</sup> *Connected Service for Automobiles*, BOSCH (2023), available at <https://www.bosch-mobility.com/en/mobility-topics/connected-services/connected-services-for-automobiles/>

26 <sup>31</sup> *Privacy Statement Robert Bosch GmbH*, BOSCH (2023), available at <https://www.bosch-mobility.com/en/about-us/privacy-statement/?prevent-auto-open-privacy-settings>

27 <sup>32</sup> *Id.*

28 <sup>33</sup> *Id.*

1 (t) Privacy notices of other affiliated Bosch companies, such as Bosch  
2 Auto Service, indicate that it transfers personal information obtained from consumers  
3 visiting its website to Bosch GmbH and that it shares such data with Bosch GmbH to  
4 leverage shared services and improve its services;

5 (u) Bosch GmbH also operates car service centers on a worldwide basis,  
6 including within the State of California. These involve a global network of 15,000 service  
7 centers in 150 countries. Bosch GmbH’s website encourages consumers to book a car  
8 service by selecting the appropriate country in order to get in touch with a local Bosch  
9 workshop or by directly booking an appointment at a Bosch Car Service nearby;

10 (v) Bosch Car Service offers various auto repair services, including brake  
11 services. Bosch Auto Service also offers auto repair services through franchise  
12 agreements with independent repair shops—and Bosch Auto Service repair services are  
13 provided at various repair shops in California (which Bosch characterizes as Bosch  
14 Service Centers);

15 (w) Bosch Car Service Centers receive parts, diagnostic equipment, and  
16 training from Bosch. Automotive repair service entities that service Ferraris in California  
17 have joined the Bosch family as a Bosch Service Center and have provided repair services  
18 for Ferrari-equipped Bosch systems and components, including brake-related repairs;

19 (x) The Bosch Auto Service website (boschautoservice.com) contains the  
20 “Bosch Global” logo and provides that “[i]n 1921, Bosch expanded the garage concept  
21 out of Germany, creating a worldwide recognized name in automotive repair and service  
22 workshops. Bosch Auto Service utilizes technology and expertise built within the Bosch  
23 family to bring innovation to the workshop concept.” The Bosch Auto Service website  
24 contains a privacy statement that indicates that it collects personal information from  
25 website users for various purposes, including technical administration of Bosch and  
26 Bosch affiliate websites, customer review and/or reports, improving Bosch and Bosch  
27 affiliates’ mobile applications, products, and services in the U.S. for marketing and  
28 analytic purposes, providing customer service, and responding to customer inquiries and



1 requests;

2 (y) The privacy notice also indicates that Bosch LLC may share or  
3 transfer the obtained personal information with Bosch affiliated entities, including Bosch  
4 GmbH, “to leverage shared services and improve our Services;” and

5 (z) In 2015, Bosch GmbH pled guilty and paid a \$57.8 million criminal  
6 fine for conspiring to fix the prices for automotive parts sold in the United States.

7 43. This Court has personal jurisdiction over Ferrari NA and Ferrari SpA  
8 through their purposeful availment and deliberate targeting of California residents. (1)  
9 Ferrari NA and/or Ferrari SpA sell, warrant, transport, repair, and market Class Vehicles  
10 in California, have authorized dealerships in California, and offer significant support for  
11 their authorized dealerships in California, including ensuring compliance with Ferrari  
12 standards, shipping parts, vehicles, and supplying personnel, and providing authorized  
13 dealerships with financing, managerial, taxation and legal support; (2) Plaintiff’s action  
14 is related directly or indirectly to Ferrari’s contacts with California as the Class Vehicle  
15 was marketed and sold to Plaintiff in California, the Brake Defect manifested in  
16 California causing injury to Plaintiff in California, and Plaintiff sought repair of his Class  
17 Vehicle at Ferrari of San Diego; and (3) for these reasons subjecting Ferrari NA and  
18 Ferrari SpA to jurisdiction in California is reasonable and in accordance with traditional  
19 notions of fair play and substantial justice. Personal jurisdiction is also appropriate for  
20 the reasons listed below:

21 (a) Ferrari NA’s authorized dealership sold and shipped Plaintiff’s Class  
22 Vehicle to Plaintiff in California;

23 (b) The Ferrari Dealership was permitted access to Ferrari SpA’s  
24 inventory when selling to Plaintiff in California;

25 (c) Ferrari NA is the exclusive distributor of Ferrari automobiles, parts,  
26 and accessories manufactured by Ferrari SpA to retail dealers in the United States and  
27 California;

28 (d) Ferrari NA distributed, sold, serviced, and/or warranted thousands of

1 Class Vehicles, directly or indirectly, to Plaintiff and Class Members with the  
2 understanding and expectation that Class Vehicles would be sold, operated, and fit for  
3 their intended purpose across the country, including California;

4 (e) Ferrari NA maintains a network of authorized dealerships in  
5 California and provides training, leadership, financing, and warranting of Class Vehicles  
6 sold or leased through the dealership;

7 (f) Ferrari SpA permits the sale of its vehicles under certain restrictions  
8 and manufactures them according to specific orders placed by customers. Ferrari supplies  
9 the vehicles it manufactures and related parts for distribution to Ferrari dealerships in  
10 California and ultimately to consumers in California;

11 (g) Ferrari SpA shipped replacement parts and vehicles to authorized  
12 dealerships in California;

13 (h) Ferrari authorized dealerships, such as Ferrari of San Diego, are, on  
14 information and belief, permitted to utilize Ferrari SpA's dealership database in Italy,  
15 accessing Ferrari.IT, to send options to residents and purchasers in California, including  
16 Plaintiff;

17 (i) Ferrari SpA ships the vehicles it manufactures and the parts it supplies  
18 to various ports of entry in the United States, which, upon information and belief, also  
19 includes the Port of San Diego;

20 (j) Plaintiff serviced his vehicle at an authorized Ferrari dealership in  
21 San Diego, and that dealership shared Plaintiff's service and ownership records with  
22 Ferrari NA and Ferrari SpA;

23 (k) Plaintiff's injuries occurred in the State of California when driving  
24 the Class Vehicle that was sold and licensed in the State of California, manufactured and  
25 exported by Ferrari SpA, imported and warranted by Ferrari NA, and shipped to the  
26 authorized Ferrari dealership where Plaintiff made the purchase;

27 (l) Ferrari SpA directly communicates with Class Members, including  
28 delivering welcome letters to vehicle purchasers;

1 (m) Ferrari SpA directly communicated with all California residents who  
2 are Ferrari owners in late 2023 when updating its Privacy Policies, including with  
3 Plaintiff;

4 (n) Ferrari SpA maintains a database of marketing and contact  
5 information of United States and California customers;

6 (o) Ferrari shares the data with Ferrari affiliates and subsidiaries (“Ferrari  
7 Group Companies” or “Companies”) so that the Ferrari Group Companies can send  
8 customers commercial or marketing communications on products or services that may  
9 be of interest to such customers;

10 (p) Ferrari shares customers’ personal data with the Companies so that  
11 the Companies can send customers, including Plaintiff, commercial or marketing  
12 communications on products or services that may be of interest to them;

13 (q) Ferrari NA also collects the personal data of those consumers who  
14 engage with it both online and in person;

15 (r) Ferrari NA’s privacy notice provides that it “may share personal  
16 information with Ferrari and its subsidiaries and/or affiliates (‘Ferrari Group  
17 Companies’) for legitimate business purposes and general business management;”<sup>34</sup> and

18 (s) Ferrari knew of the Brake Defect as alleged herein and concealed and  
19 omitted information from all consumer-facing labels and marketing materials when  
20 Plaintiff was purchasing the Class Vehicle in California and upon taking possession of  
21 the Class Vehicle at his home in California.

22 44. Venue is proper in this Court under 28 U.S.C. §1391 for all the above  
23 reasons availing Defendants of jurisdiction in California, and because (i) Plaintiff resides  
24 in this District, purchased and received the Class Vehicle and services in this District,  
25 and Plaintiff’s injury occurred in this District; (ii) Defendants conduct substantial  
26 business in this District and have intentionally availed themselves of the laws and  
27

---

28 <sup>34</sup> Privacy Policy, Ferrari (2024), available at: <https://www.ferrari.com/en-EN/privacy-policy>

1 markets of the United States and this District; (iii) this action is brought on behalf of a  
2 class of California purchasers and lessees, and is brought under the laws of the State of  
3 California; and/or (iv) a significant portion of the acts and transactions giving rise to this  
4 action occurred in this District.

5 **IV. FACTUAL BACKGROUND**

6 **A. Ferrari and Bosch Together Design and Manufacture the Braking**  
7 **Systems in the Class Vehicles and the Defective Master Cylinder/Brake**  
8 **Booster Assembly**

8 45. Ferrari SpA is responsible for the design, manufacture, global distribution,  
9 supply chain, and investigations for the Class Vehicles and the Ferrari brand. Ferrari SpA  
10 is ultimately responsible for all things Ferrari.

11 46. Ferrari SpA and Bosch GmbH together, designed, developed, and tested the  
12 braking systems and the Defective Master Cylinder/Brake Booster Assembly in the Class  
13 Vehicles.

14 47. Ferrari SpA and Bosch GmbH possessed exclusive access to and were in a  
15 superior position to know the facts about the Brake Defect.

16 48. Ferrari NA is the wholly owned North American subsidiary of Ferrari SpA.  
17 Ferrari NA is responsible for marketing, sales, distribution, repairs, replacements,  
18 regulatory compliance, and management of Ferrari's authorized dealership network and  
19 is responsible for all things Ferrari within the United States. Ferrari NA exchanged  
20 information concerning the Defective Master Cylinder/Brake Booster Assembly with  
21 Ferrari SpA.

1           49. The defective part was initially identified in Ferrari’s Part 573 Safety Recall  
2 Report 21V-833 as Component Part Number 000244010 and identified as the “master  
3 cylinder/brake booster assembly.”<sup>35</sup> Plaintiff replaced this part in his Class Vehicle  
4 months prior to the Recalls. The defective component (“REF FERRARI 244010”), which  
5 contains both Ferrari and Bosch identifiers, is pictured below:



20           50. Bosch GmbH and its subsidiaries are responsible for manufacturing the  
21 braking assembly. Ferrari SpA then installs the defective braking system used in the  
22 Class Vehicles it manufactures. Ferrari NA imports the Class Vehicles for marketing and  
23 sale in the United States. Defendants, together, operate a complex, global enterprise  
24 concerning all things “Ferrari.”  
25  
26  
27

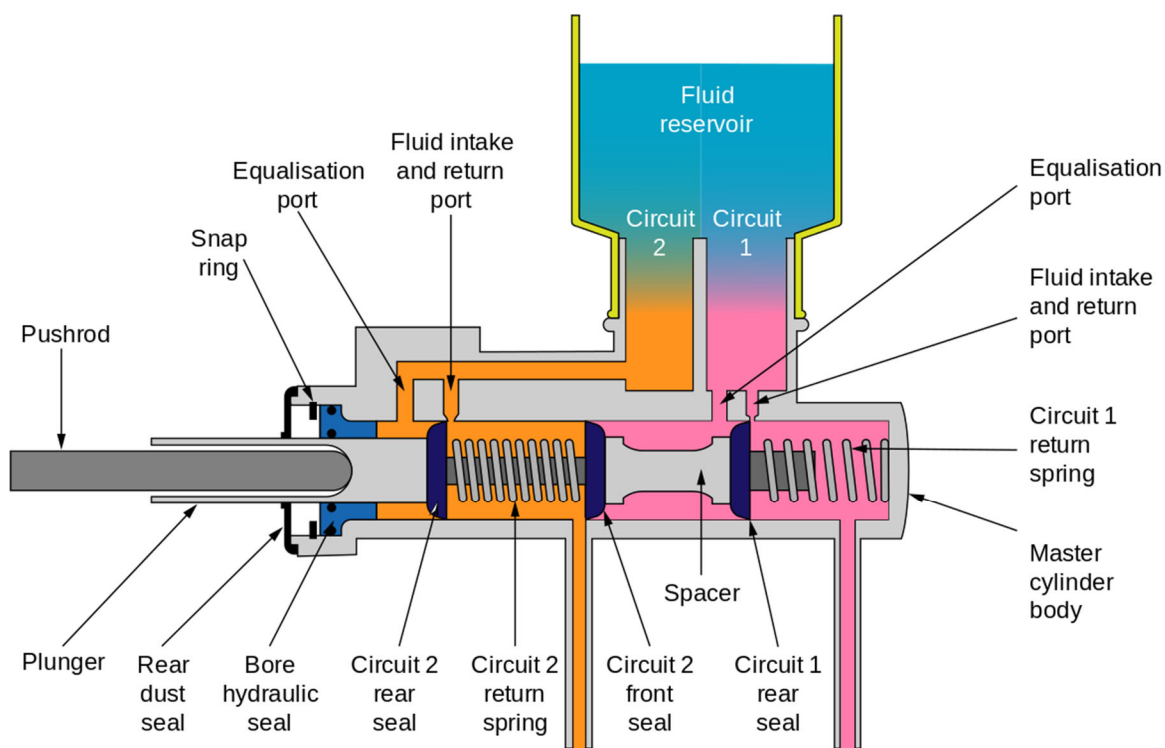
28 <sup>35</sup> Part 573 Safety Recall Report 21V-833, *supra*, note 6.

**B. The Class Vehicles Are Defective and Continue to Pose a Dangerous Safety Risk to Plaintiff and Members of the Class**

**1. A Simplified Explanation on the General Principles of the Operation of the Braking System**

51. The Class Vehicles' braking system uses hydraulic brake fluid. The brake fluid takes the force from the depressed brake pedal, translates it into pressure, and sends this pressure to the front and rear brakes to stop a vehicle.

52. For illustrative and explanatory purposes only, below is a diagram of a master cylinder—it is not alleged to be the same as those installed in Class Vehicles:



(a) In general, there are two separate hydraulic circuits in a master cylinder. Each circuit supplies pressure to the calipers at two wheels. Each circuit is hydraulically independent with the exception of drawing fluid from the reservoir when at rest;

(b) The seals for the pistons are exposed to hydraulic pressure when the brake pedal is applied. The seal at the rear end of the master cylinder for the plunger is only to retain brake fluid and is never exposed to hydraulic pressure. The rear surface of

1 the seal at the rear end of the master cylinder is usually exposed to vacuum from the  
2 vacuum booster;

3 (c) When the brake pedal is pressed, the piston moves forward of both  
4 ports and develops pressure to move the calipers, applying friction to the rotor. As the  
5 piston moves forward, fluid enters the space behind the piston, and

6 (d) When the brake pedal is released, the spring returns the piston  
7 rearward, and fluid enters the reservoir from behind the piston. This equalizes the  
8 pressure throughout the braking system. There is no vacuum or pressurization in the  
9 system after this occurs.

10 53. The braking system must compensate for brake friction material wear. As  
11 the material wears, the space between the caliper and rotor is reduced because the friction  
12 material becomes thinner. In order to keep the gap between the friction material and the  
13 rotor the same, brake fluid must enter the master cylinder from the reservoir to take up  
14 the extra volume created. When this happens, air must enter the volume of the reservoir  
15 to replace the volume of brake fluid that was used to close the gap between the friction  
16 material and the rotor. This replenishment process happens gradually over time and is  
17 not a rapid process. Rapid replenishment is not required because the friction material  
18 wears slowly.

19 54. As explained below, when brake fluid escapes from this braking system, the  
20 result can be a partial or total loss of braking capability.

21 **2. The Definition of the Brake Defect, Cap and Warning Repair,**  
22 **and the Defective Master Cylinder/Brake Booster Assembly**

23 55. The defect is defined as follows: Class Vehicles equipped with a braking  
24 system that could potentially leak brake fluid, which may lead to partial or total loss of  
25 braking capability. (The “Defect” or “Brake Defect”).

26 56. As initially identified in Ferrari’s Part 573 Safety Recall Report 21V-833,  
27 one of the defective components, which Bosch GmbH manufactures, is identified as the  
28 master cylinder/brake booster assembly (the “Defective Master Cylinder/Brake Booster

1 Assembly”).<sup>36</sup>

2 57. Ferrari first described the Brake Defect as involving a Defective Master  
3 Cylinder/Brake Booster Assembly that caused the loss of braking capability. Ferrari  
4 observed brake fluid had leaked into the brake booster chamber. Ferrari further warned  
5 that “[u]pon total loss of brake fluid, the vehicle would lose braking capability, which  
6 may result in injury or death to vehicle occupants.”<sup>37</sup>

7 **3. Defendants Have Not Remedied the Brake Defect in the Class**  
8 **Vehicles and it Continues to Pose a Dangerous Safety Risk to**  
9 **Plaintiff and Members of the Class**

10 58. On July 26, 2022, after an action was filed in the District of New Jersey  
11 seeking an expansion of the recall, Ferrari recalled additional Ferrari vehicles (together  
12 with the prior recall, referred to as the “Recalls”).<sup>38</sup> Ferrari also initiated recalls across  
13 the globe, including in Germany, China, and Japan, among other countries. Remarkably,  
14 the Recalls now include nearly every Ferrari sold in the United States since 2005.<sup>39</sup>

15 59. Along with the expanded recall, Ferrari offered owners a purported  
16 “remedy,” which involves replacing the brake fluid reservoir cap and providing a  
17 software update. The repair provides owners with a brake fluid reservoir cap replacement  
18 and an update to the software in the Class Vehicles. This update provides a different  
19 warning message if the vehicle should lose sufficient brake fluid (“Cap and Warning  
20 Repair”). Ferrari states that the remedy component differs from the recalled component  
21 because “the venting of the brake fluid reservoir cap has been modified.”

22 60. Yet the venting of the reservoir cap was not at issue in Ferrari’s initial recall  
23 notice, rather Ferrari NA specifically identified the failure mode as involving Component

---

24 <sup>36</sup> The Defective Master Cylinder/Brake Booster Assembly involves Component Part Number:  
25 000244010, for the following models: 488 GTB; 458 Speciale Aperta; 488 Spider; 458 Italia; 458  
26 Spider; and 458 Speciale. Discovery will reveal: (1) what other components are involved in the Brake  
27 Defect and; (2) the corresponding Component Part Number for other vehicle models.

28 <sup>37</sup> Part 573 Safety Recall Report 21V-833, *supra*, note 6.

<sup>38</sup> *See e.g., id.*; Part 573 Recall Report 22V-536, *supra*, note 20.

<sup>39</sup> Sebastian Bell, *Ferrari Recalls Almost Every Car It Sold In The U.S. Since 2005*, CARSCOOPS  
(Aug. 11, 2022) <https://www.carscoops.com/2022/08/ferrari-recalls-almost-every-car-it-sold-in-the-u-s-since-2005/> (last accessed July 31, 2023).



1 Part Number 000244010—a component unrelated to the regulation of atmospheric  
2 pressure within the braking system.<sup>40</sup> Ferrari effectively identified two failure modes.

3 61. The first failure mode involves the rearmost seal (or the isolation seal)  
4 twisting out of place, which causes the brake fluid to leak from the master cylinder into  
5 the brake booster.<sup>41</sup> The brake fluid leak depletes the fluid levels in the primary brake  
6 circuit (front brakes), causing the primary circuit to lose braking capabilities.<sup>42</sup>  
7 According to Ferrari, “[w]hen this happens, the brake capability is limited to the  
8 secondary circuit” (“Failure Mode One”).<sup>43</sup> However, the Brake Defect may also cause  
9 failure of the secondary circuit (rear brakes), making braking capabilities “almost totally  
10 compromised.” Specifically, when the rearmost seal twists, ventilation is affected,  
11 creating a vacuum inside the brake fluid reservoir that causes “the secondary circuit [to]  
12 fail” (“Failure Mode Two”).<sup>44</sup>

13 62. Despite conducting numerous tests, Ferrari has not been able to reproduce  
14 the twisting of the isolation lip seal and the movement out of its groove.

15 63. Even if the Cap and Warning Repair remedies Failure Mode Two, Ferrari  
16 has only provided a warning notification for Failure Mode One—which is insufficient  
17 considering that brake failure may occur suddenly, violently, and when the nearest  
18 Ferrari dealership is hundreds of miles away. Plaintiff and Class Members would not  
19 have purchased the Class Vehicles had they known braking capability could be partially  
20 or totally impaired due to a component failure—a component that Ferrari has been  
21 unwilling to repair or replace.

---

25 <sup>40</sup> RC 80 Chronology, *supra*, note 10.

26 <sup>41</sup> *Id.*

27 <sup>42</sup> *Id.*

28 <sup>43</sup> *Id.*

<sup>44</sup> *Id.*

1                   **4. The Cap and Warning Repair Is Ineffective, Incomplete, Subject**  
2                   **to Delays, and May Make Class Vehicles More Dangerous**

3                   64. Even more concerning, the Cap and Warning Repair may have the effect of  
4 making the vehicles more dangerous and more prone to brake failure.

5                   65. On information and belief, third-party exotic vehicle repair centers, such as  
6 European Auto Group (“EAG”), are advising customers to retain their original brake  
7 reservoir cap.<sup>45</sup> The replacement cap, which comes in black as opposed to the clear or  
8 yellow caps of earlier models, is vented. The cap possesses a rubber gasket, appearing to  
9 have a hole cut into its center, presumably with a sharp tool, and a relief slot cut into the  
10 thread area of the plastic cap. An image comparing the original and replacement cap is



23 presented below for comparison purposes:

24                   66. A recent analysis by EAG across a range of Ferrari vehicles showed a  
25 noticeable variation in moisture content when the replacement cap was used compared  
26 to older versions. According to EAG, Class Vehicles with the replacement cap

27  
28 <sup>45</sup> *Brake Reservoir Cap Recall*, FERRARICHAT (July 4, 2023) available at:  
<https://www.ferrarichat.com/forum/threads/brake-reservoir-cap-recall.679582/>

1 consistently demonstrate a moisture content between six to eight percent.<sup>46</sup> On the other  
2 hand, cars with the original cap show moisture levels ranging from one to three percent.<sup>47</sup>  
3 The latter is typically seen when the brake fluid has not been serviced for an extended  
4 period.

5 67. EAG believes this discrepancy in moisture content is due to the vented  
6 opening in the new cap design.<sup>48</sup> The design appears to expose the brake fluid to the  
7 atmosphere inadvertently. Since brake fluid is hygroscopic, it tends to absorb moisture  
8 from the environment when exposed. With increased moisture content, the brake fluid's  
9 boiling point decreases. This can become a significant issue in hot weather or during  
10 spirited driving, potentially causing the brake fluid to boil, which could result in reduced  
11 braking performance or even total brake failure.

12 68. EAG observed a considerable number of Ferrari 360, 430, and 599 models  
13 leaking brake fluid inside the cabins via the brake booster, observing that the master  
14 cylinder/brake booster assembly is a common point of failure, leaking fluid into the  
15 booster and subsequently into the cabin. EAG also stated it had replaced at least four  
16 Defective Master Cylinder/Brake Booster Assemblies.<sup>49</sup>

17 69. In sum, the Cap and Warning is an inexpensive "quick" fix<sup>50</sup> that replaces  
18 one cap for another and accompanies a software update to, among other things, warn  
19 Class members of fluid leakage in their Class Vehicle. Parts for the repair remain  
20 unavailable, and some Class Members have complained of being unable to have the  
21 repair conducted.<sup>51</sup> And finally, those who have the Cap and Warning may still  
22

---

23 <sup>46</sup> *Id.*

24 <sup>47</sup> *Id.*

25 <sup>48</sup> *Id.*

26 <sup>49</sup> *Id.*

27 <sup>50</sup> Sayan Chakravarty, *Because of a faulty \$60 brake fluid reservoir cap, Ferrari is recalling more than 23,000 cars.*, LUXURYLAUNCHES (Aug. 5, 2022) <https://luxurylaunches.com/transport/because-of-a-faulty-60-brake-fluid-reservoir-cap-ferrari-is-recalling-more-than-23000-cars.php>

28 <sup>51</sup> *See* Ex. A.

1 nevertheless experience partial or total loss of braking capability.<sup>52</sup> Ferrari's Recalls do  
2 not call for what is needed – *i.e.*, a replacement of the defective master cylinders.

3 **C. Ferrari and Bosch Knew of the Brake Defect but Misrepresented**  
4 **and/or Concealed Its Existence**

5 70. Defendants fraudulently, intentionally, negligently, and/or recklessly  
6 concealed from Plaintiff and members of the Class the Brake Defect in the Class  
7 Vehicles, even though Defendants knew or should have known of the Brake Defect in  
8 Class Vehicles.

9 71. Knowledge and information regarding the Brake Defect was in the  
10 exclusive and superior possession of Defendants and their dealers. That information was  
11 not provided to Plaintiff and members of the Class. Based on pre-production testing and  
12 design failure mode analysis, production failure mode analysis, early consumer  
13 complaints made to Defendants' network of exclusive dealers, consumer complaints  
14 made online and to NHTSA, media attention when the Defect manifests, testing  
15 performed in response to consumer complaints, and a wrongful death action that Ferrari  
16 SpA sent a top engineer to investigate, among other things, Defendants were aware (or  
17 should have been aware) of the Brake Defect in the Class Vehicles and fraudulently  
18 concealed the Defect and its significant safety risk from Plaintiff and members of the  
19 Class. Defendants knew or should have known that the Brake Defect was material to  
20 owners and lessees of the Class Vehicles and was not known or reasonably discoverable  
21 by Plaintiff and members of the Class before they purchased or leased Class Vehicles.

22 72. Defendants have been, and continue to be, under a legal obligation through  
23 federal law to monitor defects that can cause a safety issue and report them within five  
24 (5) days of learning of them. Therefore, Defendants assiduously monitor the NHTSA–  
25 ODI website and the complaints filed therein to comply with their reporting obligations  
26 under federal law. *See* 49 CFR 573.6.

---

27  
28 <sup>52</sup> *See Infra* §IV.C.3.

1           73. Defendants knew that any defect potentially leading to loss of braking  
2 capability, such as the Brake Defect, presents a serious safety risk.

3           74. Notwithstanding Defendants' exclusive and superior knowledge of the  
4 Brake Defect, Defendants failed to disclose the Defect to consumers at the time of  
5 purchase or lease of the Class Vehicles (or any time after that). They continued to sell  
6 Class Vehicles containing the Defect. Further, Ferrari failed to warn consumers and  
7 thereby permitted the resale of the Class Vehicles at artificially inflated prices in the  
8 secondary market. Defendants have intentionally concealed that the braking systems may  
9 fail and present a safety risk rather than disclosing the Defect and risk to consumers,  
10 including Plaintiff, members of the Class, and the public.

11           **1. Each Class Vehicle Is Certified to Be in Compliance with All**  
12           **Federal Motor Vehicle Safety Standards, Undergoes an Extensive**  
13           **Design and Manufacturing Process, and Is Subject to Rigorous**  
14           **Pre-Production Testing**

15           75. Each Class Vehicle is painstakingly designed and manufactured at Ferrari's  
16 factory in Maranello, Italy, where each vehicle undergoes extensive pre-production  
17 testing, including in racing conditions. Before export to the United States, the Class  
18 Vehicles are certified to comply with all statutory regulations in the United States.  
19 Plaintiff and the Class relied on Ferrari's reputation, as well as the certifications and  
20 representations of Ferrari SpA and Ferrari NA in making their purchasing decision.

21           76. After production and testing, when importing the Class Vehicles into the  
22 United States, Ferrari must comply with the stringent requirements of NHTSA. Ferrari  
23 must:

24           (a) Submit a letter to NHTSA designating an agent for service of process  
25 and a letter from the agent accepting the designation if the manufacturer is not located in  
26 the United States (49 CFR 551.45);

27           (b) Submit to NHTSA the information that the agency will need to  
28 decipher the manufacturer's vehicle identification number or "VIN" format no later than  
60 days prior to offering the first vehicle for sale in the United States (49 CFR Part 565,

1 “Vehicle Identification Number Requirements”);

2 (c) Submit a letter to NHTSA identifying the manufacturer’s name,  
3 address, and the products it manufactures that are subject to the Federal motor vehicle  
4 safety standards no later than 30 days after manufacturing begins (49 CFR Part 566,  
5 “Manufacturer Identification”); and

6 (d) Permanently affix to the vehicle, in a prescribed location, a  
7 certification label meeting the requirements of 49 CFR Part 567, the “Certification.”

8 77. These requirements include that Ferrari certify that the Class Vehicles meet  
9 applicable braking regulations in the United States and that they are safe to drive by  
10 consumers, which includes Plaintiff and the Class.

11 78. Federal regulations also require manufacturers like Ferrari to test their  
12 components and systems to confirm they can meet specific minimal standards. The  
13 regulations require testing of components and systems and mandate system redundancies  
14 if and when brake systems fail.

15 79. Federal Motor Vehicle Safety Standard (“FMVSS”) 105 specifies minimum  
16 performance requirements for hydraulic and electric service brake systems and  
17 associated parking brake systems. The purpose of FMVSS No. 105 is “to insure safe  
18 braking performance under normal and emergency conditions” and applies to “multi-  
19 purpose passenger vehicles,” 49 CFR § 571.105, S2, S3.

20 80. FMVSS 105 states, “[e]ach vehicle must be equipped with a service brake  
21 system acting on all wheels.” *Id.* at S5.1. Under S5.1.2 ***Partial failure***, in the event of  
22 partial brake failure, each vehicle must:

23 S5.1.2.1 In vehicles manufactured with a split service brake system, in  
24 the event of a rupture or leakage type of failure in a single  
25 subsystem, other than a structural failure of a housing that is  
26 common to two or more subsystems, the remaining portion(s)  
of the service brake system shall continue to operate and shall  
be capable of stopping a vehicle from 60 mph within the  
corresponding distance specified in column IV of table II.

27 S. 5.1.2.2 In vehicles not manufactured with a split service brake system,  
28 in the event of any one rupture or leakage type of failure in any  
component of the service brake system the vehicle shall, by

1 operation of the service brake control, be capable of stopping  
2 10 times consecutively from 60 mph within the corresponding  
3 distance specified in column IV of table II.

4 81. Concerning the master cylinder component, FMVSS 105 also states under  
5 S5.4.1 that “[a] master cylinder shall have a reservoir compartment for each service brake  
6 subsystem serviced by the master cylinder. Loss of fluid from one compartment shall not  
7 result in a complete loss of brake fluid from another compartment.” As described above,  
8 the Brake Defect is subject to Failure Mode One and Failure Mode Two and is thus in  
9 violation of FMVSS 105.

10 82. FMVSS 105, S5.6 states concerning “Brake System Integrity” that “[e]ach  
11 vehicle shall be capable of completing all the performance requirements of S5 without—

12 (a) Detachment or fracture of any component of the braking system, such  
13 as brake springs and brake shoe or disc pad facing, other than minor  
14 cracks that do not impair attachment of the friction facing. All  
15 mechanical components of the braking system shall be intact and  
16 functional. Friction facing tearout (complete detachment of lining)  
17 shall not exceed 10 percent of the lining on any single frictional  
18 element.

19 (b) Any visible brake fluid or lubricant on the friction surface of the  
20 brake, or leakage at the master cylinder or brake power unit reservoir  
21 cover, seal and filler openings.”

22 83. Similarly, FMVSS 135 specifies requirements for service brakes and  
23 associated parking brake systems. The purpose of FMVSS 135 is to ensure safe braking  
24 49 CFR § 571.135, S1, S2. FMVSS 135 and FMVSS 105 are similar in many ways,  
25 indeed, as described in an August 27, 2019, letter from Robert Bosch LLC<sup>53</sup> to the Deputy  
26 Administrator of NHTSA:

27 FMVSS 135 and FMVSS 105 (Hydraulic and Electric Brake Systems):  
28 Bosch would also like to highlight the inherent similarities between FMVSS  
135 and FMVSS 105. Although the procedures and performance criteria of  
each requirement differ in several ways, the barriers for the validation of an  
ADS-DV are substantially similar. Each of the comments provided in this

---

<sup>53</sup> Although this letter was addressed from Robert Bosch LLC, the letter also states that Bosch is  
utilizing the intellectual property of “Robert Bosch GmbH, Germany.” This letter from Bosch provides  
feedback to NHTSA to develop a proposal to amend the Federal Motor Vehicle Safety Standards. Again,  
showing that Robert Bosch GmbH acts through its U.S. subsidiaries as its agents and alter egos to  
coordinate and comply with U.S. regulatory authorities.

1 response concerning the validation of FMVSS 135 will apply to vehicles  
2 subjected to FMVSS 105.

3 84. FMVSS 135 states that in regard to Reservoirs, each vehicle shall:

4 S5.4.1. **Master cylinder reservoirs.** A master cylinder shall have a  
5 reservoir compartment for each service brake subsystem  
6 serviced by the master cylinder. Loss of fluid from one  
7 compartment shall not result in a complete loss of brake fluid  
8 from another compartment.

9 S5.4.2. **Reservoir capacity.** Reservoirs, whether for master cylinders  
10 or other type systems, shall have a total minimum capacity  
11 equivalent to the fluid displacement resulting when all the  
12 wheel cylinders or caliper pistons serviced by the reservoirs  
13 move from a new lining, fully retracted position (as adjusted  
14 initially to the manufacturer's recommended setting) to a fully  
15 worn, fully applied position, as determined in accordance with  
16 S7.17(c) of this standard. Reservoirs shall have completely  
17 separate compartments for each subsystem except that in  
18 reservoir systems utilizing a portion of the reservoir for a  
19 common supply to two or more subsystems, individual partial  
20 compartments shall each have a minimum volume of fluid  
21 equal to at least the volume displaced by the master cylinder  
22 piston servicing the subsystem, during a full stroke of the  
23 piston. Each brake power unit reservoir servicing only the  
24 brake system shall have a minimum capacity equivalent to the  
25 fluid displacement required to charge the system piston(s) or  
26 accumulator(s) to normal operating pressure plus the  
27 displacement resulting when all the wheel cylinders or caliper  
28 pistons serviced by the reservoir or accumulator(s) move from  
a new lining, fully retracted position (as adjusted initially to the  
manufacturer's recommended setting) to a fully worn, fully  
applied position.

85. Under FMVSS 135 S5.6, each vehicle must also maintain its brake system  
integrity, stating that each vehicle shall meet the complete performance requirements of  
this standard without:

- (a) Detachment or fracture of any component of the braking system, such as brake springs and brake shoes or disc pad facings other than minor cracks that do not impair attachment of the friction facings. All mechanical components of the braking system shall be intact and functional. Friction facing tearout (complete detachment of lining) shall not exceed 10 percent of the lining on any single frictional element.
- (b) Any visible brake fluid or lubricant on the friction surface of the brake, or leakage at the master cylinder or brake power unit reservoir cover, seal, and filler openings.



1           86. Ferrari was also required to fill out and submit a DOT HS-7 Declaration for  
2 Motor Vehicles Importation when importing the Class Vehicles into the United States.  
3 This Declaration is filed with Customs both for motor vehicles, and motor vehicle  
4 equipment items imported into the United States, declaring the imported items are in  
5 compliance with Federal motor vehicle safety, bumper, and theft prevention standards.  
6 Under 49 U.S.C. §30112(a), “no person shall, among other things, import any motor  
7 vehicle or motor vehicle equipment manufactured on or after the date an applicable  
8 FMVSS takes effect unless the vehicle or equipment complies with the standard and is  
9 covered by a manufacturer’s certificate of compliance.”

10           87. Moreover, each Defendant has an ongoing obligation to report the true  
11 nature of the Defect to NHTSA under 49 CFR 573.6(a) and (b), which state:

12           Each manufacturer shall furnish a report to the NHTSA for each defect in  
13 his vehicles or in his items of original or replacement equipment that he or  
14 the Administrator determines to be related to motor vehicle safety, and for  
each noncompliance with a motor vehicle safety standard in such vehicles  
or items of equipment which either he or the Administrator determines to  
15 exist.

16           \*\*\*

17           Each report shall be submitted not more than 5 working days after a defect  
18 in a vehicle or item of equipment has been determined to be safety related,  
or a noncompliance with a motor vehicle safety standard has been  
determined to exist.

19           88. Under these standards, the Class Vehicles should not experience partial or  
20 total loss of braking capability. Upon learning that the Cap and Warning Repair was an  
21 insufficient remedy, Defendants Ferrari NA, Ferrari SpA and Bosch GmbH were legally  
22 required to inform NHTSA of this defect related to motor vehicle safety and failed to do  
23 so. Given these regulations and the common law fiduciary relationship implied between  
24 Ferrari and its customers, Ferrari had an absolute duty to mitigate the Brake Defect and,  
25 at minimum, disclose the existence of the Brake Defect to the Class before sale.  
26  
27  
28

1                   **2. Ferrari Spa Sent a Technical Engineer to Examine a Failed**  
2                   **Vehicle in 2016 who Testified the Braking System in the Class**  
3                   **Vehicles Is Operative Even in Case of Failure of the Brake**  
4                   **Booster Vacuum, Ferrari NA Has Also Been Involved in**  
5                   **Domestic Litigation**

6                   89. Multiple cases have arisen of crashes involving the Class Vehicles with  
7                   claims that the brakes failed, resulting in the loss of control over a Class Vehicle.

8                   90. Most tragically, at about 7:48 a.m. on June 9, 2015, Robert Ebert, the former  
9                   head of equities for Asia Pacific at Deutsche Bank, reported a “catastrophic failure of the  
10                  brakes” when his 2012 Ferrari 458 Spider hit and killed Ku Lap-chi, 53, at the entrance  
11                  to a car park.<sup>54</sup> Mr. Ebert was driving from his home in the Peak District of Hong Kong  
12                  to his office at the International Commerce Centre on the day of the accident.

13                  91. Mr. Ebert argued, in his defense, that he was a man with a clear record in  
14                  Hong Kong and the United Kingdom; he obtained his driving license in 1984, 32 years  
15                  ago at that time; he never had a speeding ticket nor had an accident; and that over the  
16                  years, he owned many high-performance sports cars. Mr. Ebert further argued that there  
17                  was a failure in his Ferrari’s brake booster system and that CCTV footage had captured  
18                  an image of his brake lights engaged prior to the crash—proving he was attempting to  
19                  slow the vehicle. Mr. Ebert further argued that if his brakes were working correctly, he  
20                  would have had plenty of time and distance to slow down to drive around the bend he  
21                  was approaching at about 25 km/hour—which was his intention. However, he could not  
22                  stop his vehicle, nor could he slow it down enough to safely negotiate the corner.

23                  92. Upon learning of a death caused by an alleged “catastrophic failure of the  
24                  brakes,” Ferrari SpA was obligated to conduct an in-depth investigation into the claims  
25                  to determine the truth of the allegations. Any failure by Ferrari SpA to investigate would  
26                  have been willfully blind and/or reckless to severe allegations that threaten the lives and  
27                  safety of Plaintiff and Class Members. Notwithstanding this obligation, Ferrari SpA sent

---

28                  <sup>54</sup> *Bank executive arrested after wayward Ferrari kills guard in TST*, EJINSIGHT, June 10, 2015, <https://www.ejinsight.com/eji/article/id/1073304/20150610-bank-executive-arrested-after-wayward-ferrari-kills-guard-in-tst>; Chris Lau, *Brakes on Ferrari that fatally hit security guard worked fine*, *Hong Kong court hears*, SOUTH CHINA MORNING POST, July 27, 2016, <https://www.scmp.com/news/hong-kong/law-crime/article/1995539/brakes-ferrari-fatally-hit-security-guard-worked-fine-hong>

1 a Technical Engineer, Martino Casolari, to testify before the court in Hong Kong. In so  
2 doing, Mr. Casolari submitted an expert report to the Court providing technical analysis  
3 reports and homologation testing. The judge, relying on Mr. Casolari (who she found  
4 “credible and reliable” and his reasoning and explanations “clear and convincing”),  
5 found the brakes could not have been defective because the vehicles are tested to comply  
6 with a regulation acting as a safeguard in the braking systems.<sup>55</sup>

7 93. As necessary background, Hong Kong regulations mirror vehicle safety  
8 standards set by the United Nations Economic Commission for Europe (“UNECE”). The  
9 World Forum for Harmonization of Vehicle Regulations is a working party (“WP.29”)  
10 of the Inland Transport Committee of the UNECE. The core of the WP.29’s work is  
11 based around a 1958 Agreement, formally titled, “Agreement concerning the adoption of  
12 uniform technical prescriptions for wheeled vehicles, equipment and parts which can be  
13 fitted and/or be used on wheeled vehicles and the conditions for reciprocal recognition  
14 of approvals granted on the basis of these prescriptions” (E/ECE/TRANS/505/Rev.2,  
15 amended on October 16, 1995). This forms a legal framework wherein participating  
16 countries agree on a standard set of technical prescriptions and protocols for type  
17 approval of vehicles and components. These were formerly called, “UNECE  
18 Regulations” or, less formally, “ECE Regulations” in reference to the Economic  
19 Commission for Europe.

20  
21 <sup>55</sup> Similarly, on January 6, 2018, a Ferrari 458 Spider crashed in Bath, United Kingdom. Anthony  
22 Bohana, an individual purporting to be the owner of that vehicle, corroborated Mr. Ebert’s testimony,  
stating:

23 Same thing happened to me in my 458 Spider . . . this was the result  
24 [https://www.bathchronicle.co.uk/news/bath-news/ferrari-worth-200000-crashes-](https://www.bathchronicle.co.uk/news/bath-news/ferrari-worth-200000-crashes-garden-1021566)  
25 [garden-1021566](https://www.bathchronicle.co.uk/news/bath-news/ferrari-worth-200000-crashes-garden-1021566) Ferrari deny and deny it . . . BUT they know the truth, I actually think  
26 myself lucky some poor guy I spoke to had the same problem but killed someone in  
27 Hong Kong . . . he served 2 years in prison for it . . . yet he is adamant the brakes failed  
and he could not stop the car . . . I 100% believe him after it happened to me.

28 *See Need advice on 458 braking issue, or lack thereof . . . .* FERRARICHAT  
[https://www.ferrarichat.com/forum/threads/need-advice-on-458-braking-issue-or-lack-there-](https://www.ferrarichat.com/forum/threads/need-advice-on-458-braking-issue-or-lack-there-of.576984/)  
[of.576984/](https://www.ferrarichat.com/forum/threads/need-advice-on-458-braking-issue-or-lack-there-of.576984/)

1           94. As reasons for the verdict in Mr. Ebert’s case, the trial judge had cited Mr.  
2 Casolari’s expert report with respect to regulation ECE R 13 H, which she said was a  
3 “safeguard in brake system that is operative even if the brake booster vacuum fails.” Mr.  
4 Casolari, Ferrari SpA’s representative, said:

5           The vehicle braking system is operative even in case of failure of the brake  
6 booster vacuum. This is a legal safety requirement based on homologation  
7 regulation ECE R 13 H also valid in Hong Kong; according to the said  
8 homologation regulation a minimum stopping distance must be granted.

9           During the homologation type – approval process of the brake system of the  
10 458 Ferrari model has been tested to evaluate the behaviour of the vehicle  
11 in case of failure. The said homologation test is aimed at measuring the  
12 stopping distance.

13           In particular, in case of failure of the brake booster vacuum, the  
14 homologation requirement prescribes that the vehicle must come to a full  
15 stop within 168m – from a speed of 100 km/h by applying a force on the  
16 brake pedal of 500 N.

17           In finding Mr. Ebert guilty, the Judge stated. “[t]here is no dispute the brake still  
18 function even if the brake booster fails but only if the force on the brake pedal by a kick  
19 or slam achieves a deceleration rate that is meaningful.” Yet, if the Class Vehicles are in  
20 violation of these government standards, then the brakes *do not* function even if the brake  
21 booster fails.

22           95. The U.S. FMVSS 105 and FMVSS 135 closely track ECE R13H, and  
23 essentially, these requirements mandate that service brakes must be able to stop each  
24 vehicle in a series of tests at certain distances, speeds, brake pedal forces, and  
25 decelerations. Vehicles must be able to stop under partial failure of the service brake  
26 system, inoperative brake power assist or brake power unit, anti-lock failure, variable  
27 ratio valve failure, and with the engine off. As has now become publicly available in the  
28 NHTSA database sometime after February 2023, Ferrari identified two failure modes  
that can cause complete brake failure. When the rearmost seal (or the isolation seal) twists  
out of place, which causes the brake fluid to leak from the master cylinder into the brake  
booster, or when atmospheric pressure is affected within the system (Failures Modes One

1 and Two), in other words, Mr. Ebert’s Class Vehicle may have violated ECE R13H, just  
2 as the Class Vehicles violate FMVSS 105 and FMVSS 135.

3 96. Domestic litigation that has directly implicated Defendants also ensued,  
4 which should have put Defendants on notice of the Defect. *See e.g., Joel Saban, et al. vs.*  
5 *Ferrari N. Am., et al.*, No. 2020CV000961 (Wis. Cir. Ct. Jul 07, 2020); *Joel Saban, et*  
6 *al. vs. Ferrari N. Am., et al.*, No. 2021CV000087 (Wis. Cir. Ct. Mar 10, 2021). Ferrari  
7 NA was involved in litigation in the State of Wisconsin, Circuit Court, Waukesha  
8 County, in a case filed on July 20, 2020—and answered that complaint on November 5,  
9 2020. Plaintiffs Joel Saban and The Travelers Home and Marine Insurance Company  
10 brought suit to recover against Ferrari NA and others the costs associated with a 2010  
11 Ferrari 458 Italia (VIN: ZFF67NFA8A0174372) purchased by Joel Saban. On July 7,  
12 2017, plaintiff Joel Saban was operating this vehicle at Road America, Elkhart Lake, WI,  
13 when the brakes in his vehicle failed, causing the vehicle to crash into a barrier at the  
14 edge of the track, causing damage to the vehicle.<sup>56</sup>

15 97. Plaintiffs in the *Saban* Action alleged that Ferrari NA failed to warn of the  
16 defect and that it was Ferrari NA’s failure to warn that was a proximate cause of the  
17 accident and resulting damage. Within ninety (90) days of Joel Saban receiving the recall  
18 notice from Ferrari NA (“[C]lient [received] recall notice from Ferrari the day after  
19 Expert deadline. Brake issue is consistent [with] what client claims he encountered.”),  
20 the *Saban* Action was settled with a stipulation of dismissal.

21 98. Another example, in the fall of 2012, James Lee and his wife, Tan Siok Yin,  
22 left Singapore to vacation in Las Vegas. Before leaving, the couple decided they wanted  
23 to drive high-performance vehicles at high speeds while vacationing at a speedway. The  
24 pair decided to rent a 2012 Ferrari 458 Italia, and they were paired with a professional  
25 driving instructor, Brandon Grade.

---

26  
27 <sup>56</sup> Plaintiff purchased his vehicle after the date of the Wisconsin incident, and likely before The  
28 Travelers Home and Marine Insurance Company engaged in an informal dispute resolution process on  
its subrogation claim.

1           99. After entering the vehicle, Lee started the engine, accelerated towards the  
2 track's first turn, and sped onto the second turn. As the turn approached, Lee hit the  
3 brakes. But the brakes failed. Fortunately, the 2012 Ferrari 458 Italia was also equipped  
4 with a passenger-side brake pedal. Grade, the professional driver, hit the brakes. But  
5 again, the brakes failed. The wall drew closer. The vehicle crashed, and Lee was severely  
6 injured. On August 8, 2013, Lee and his wife commenced a negligence action against the  
7 professional driver and the rental company for the Ferrari. *See Sun v. Dreamdealers USA,*  
8 *LLC*, No. 2:13-CV-1605-JCM-VCF (D. Nev.). Ferrari is likely to have learned of this  
9 action through the rental company or monitoring of legal actions under sound practices  
10 of liability monitoring.<sup>57</sup> This even occurring years prior to the incident in Hong Kong in  
11 2015.

### 12                   **3. Consumer Complaints to NHTSA.**

13           100. NHTSA provides a repository for motor vehicle owners to report complaints  
14 relating to safety defects that pose a risk of accidents in vehicles manufactured or  
15 imported in the United States, including safety defects relating to brake malfunctions.  
16 The safety defect complaints are entered into the NHTSA consumer complaint automated  
17 database, which is accessible to manufacturers and is routinely reviewed by Ferrari soon  
18 after the submission of each complaint. NHTSA also provides these consumer  
19 complaints to the vehicle manufacturers directly, including Ferrari. Given that the vast  
20 majority of owners of Class Vehicles are not aware of NHTSA and/or its reporting  
21 system, complaints received by NHTSA form only a tiny minority of the overall number  
22 of complaints that have been made to Ferrari directly and/or through its authorized  
23 dealerships, including through the form of warranty repairs.

24           101. Below, for illustrative purposes, are a sampling of complaints made to the  
25 NHTSA:

---

26           <sup>57</sup> A number of owners have also publicly claimed that they were engaged in domestic and  
27 international litigation with Ferrari NA or Ferrari SpA, that either was litigated in state court, foreign  
28 courts, or settled privately prior to filing a summons and complaint. Discovery will enable Plaintiff to  
determine the number of actions that have been litigated concerning the Brake Defect.

1 Model/Year:2010 Ferrari 458 Italia  
2 NHTSA ID: 11195454  
3 Incident Date: December 29, 2018  
4 Report Date:April 10, 2019  
5 Location: San Jose, CA  
6 VIN Number: ZFF67NFA0A0\*\*\*\*

7  
8 A few occurrences of applying the brake, but the brake pedal barely moves  
9 further (hard brake feel) but the car does not slow down. Has occurred going  
10 forward at slow speeds. However next brake application is normal. Perhaps  
11 issue with brake boost[er]?

12  
13  
14

---

15 Model/Year:2018 Ferrari 488 GTB  
16 NHTSA ID: 11433534  
17 Incident Date: June 4, 2021  
18 Report Date:September 19, 2021  
19 Location: Unknown  
20 VIN Number: ZFF79ALA2J0\*\*\*\*

21 On 6/4/21, my 2018 Ferrari 488 GTB displayed a message in my left dash  
22 instrument panel prior to complete brake failure in my driveway that read  
23 "brake fluid low-drive to dealer slowly", that resulted in my Ferrari being  
24 totaled by State Farm after I jumped out of the running and moving Ferrari  
25 onto my rear lawn between 10 to 15 miles per hour before it went into a  
26 pond behind my residence. Then, 6-weeks later the replacement 2018  
27 Ferrari GTB VIN#[XXX] I purchased from Ferrari of Atlanta displayed the  
28 same message in my left dash instrument panel that read "brake fluid low-  
drive to dealer slowly before the brake pedal went completely to the floor  
as I was pulling into my garage. After having the replacment Ferrari towed  
into Continental Ferrari it was determined that the brake fluid had leaked  
inside the brake booster that caused the brake failure on the replacement  
Ferrari. The first Ferrari was taken to a company and sold as salvage. The  
company name is Copart and their telephone number is (314) 291-8400.  
None of the Ferrari service departments or sales departments that I contacted  
had any record or knowledge of the brake failure problems that I  
experienced within a 6-week period on 2 separate Ferrai 488 GTB's. I could  
have been trapped inside my Ferrari that went into the pond behind my  
residence and possibly killed. I could also have been injured or killed along  
with other motorists in my replacment Ferrari that had the same brake failure  
issue just 6-weeks later if I was unable to get the replacement Ferrari home  
and safely inside [m]y garage before the brakes completely failed a second  
time. I don't understand why Ferrari has the message "brake fluid low-drive  
to dealer slowly" display[] that gives drivers a false sense of security that  
the brakes will continue to work properly until you drive to the dealer.  
That's a deadly warning and major safety concern to me. My cell number is  
[XXX] and I live in the St. Louis area. Please call me! Information redacted  
pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. 552(B)(6).

29  
30

---

31 Model/Year:2018 Ferrari 488 Spider  
32 NHTSA ID: 11435451  
33 Incident Date: September 7, 2021  
34 Report Date:October 4, 2021

1 Location: Vero Beach, FL  
VIN Number: ZFF80AMA0J0\*\*\*\*

2 On 07 September 2021, I had been driving my 2018 Ferrari 488 Spider for  
3 8 to 10 miles when the car suddenly displayed the following message “Brake  
4 Fluid Low, Go to Dealer Slowly”. (note: Dealer is 2 hours away at 60 mph).  
5 As I slowed the car from approximately 45 mph, the brakes felt minimal but  
6 with down-shifting and minimal brakes I was able to slow the car. I  
7 attempted to limp home at 5 to 10 mph however within 3 miles or so the  
8 brakes failed completely. With the pedal to the floor there was absolutely  
9 no effect on the vehicle. It was fortunate that I was able to slow the car prior  
10 to complete failure and did not hit anything or anyone. Once the brakes  
11 failed completely, I did end up running through a stop sign before I could  
12 pull off the road into a parking lot and only stopped the car by rolling into  
13 an uphill parking spot and hitting the concrete parking barrier with the tires.  
14 I found it was necessary to turn the car off in order to keep it from rolling  
backwards. The car does not have a classic emergency brake but rather an  
electronic hold function. When trying to activate this function to keep the  
car from rolling backwards the car displayed the following message (as best  
I can remember) “Depress Brake Pedal to Activate Hold”. However, with  
the brake pedal fully depressed, the function would not activate even though  
it worked fine prior to the brake failure (and subsequent to repair). The car  
was towed to the dealer and repaired under warranty. The service manager  
reported that the Master Cylinder leaked into the vacuum booster. I had  
requested that the failed parts be returned to me however the service  
manager advised me that failed parts replaced under warranty are returned  
to Ferrari.

---

15 Model/Year:2018 Ferrari 488 GTB  
16 NHTSA ID: 11448032  
17 Incident Date: November 1, 2021  
18 Report Date:January 19, 2022  
Location: Reno, NV  
VIN Number: ZFF79ALAXK0\*\*\*\*

19 The contact owns a 2019 Ferrari 488 GTB. The contact received notification  
20 of NHTSA Campaign Number: 21V833000 (Service Brakes, Hydraulic)  
21 however, the part to do the recall repair was unavailable. The contact called  
22 the local dealer and it was confirmed that parts were not yet available. The  
23 contact stated that the manufacturer had exceeded a reasonable amount of  
time for the recall repair. The contact stated that he was concerned about  
driving the vehicle. The manufacturer was not notified. The contact had not  
experienced a failure. Parts distribution disconnect.

---

24 Model/Year:2017 Ferrari 488 GTB  
25 NHTSA ID: 11482908  
26 Incident Date September 4, 2022  
Report Date: September 5, 2022  
Location: Austin, TX  
VIN Number: ZFF79ALA0H0\*\*\*\*

27 On Sunday Sept 4th, while attending an Edge Addicts track day event at  
28 Circuit of the Americas in Austin, My 2017 488 was part[] of the run group,



1 2 laps were completed prior to the brake pedal failing completely to the floor  
2 and causing my driver to loose all braking capability and slamming into a  
3 wall. We have in car video from Go Pro footage, footage from another  
4 vehicle from behind my 488 and also footage from the control room of the  
5 track. This vehicle was purchased 3 months ago, the brake fluid is at the  
6 correct level and the new "Recalled" Brake fluid cap is installed. There is  
7 some sort of serious manufacturing defect with this system, this is a car  
8 designed for this type of use. This needs a serious investigation before others  
9 are hurt or killed.

10 102. Federal law requires automakers like Ferrari to be in close contact with  
11 NHTSA regarding potential defects. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat.  
12 1800 (2000). Accordingly, Ferrari NA monitors NHTSA databases for consumer  
13 complaints regarding their automobiles as part of their obligation to identify potential  
14 defects in their vehicles, such as the Brake Defect. Ferrari NA communicates with Ferrari  
15 SpA concerning any issues that arise in the Class Vehicles in order to design better  
16 products, ensure customer satisfaction, and protect against legal liabilities. Ferrari SpA  
17 and Bosch GmbH similarly correspond regarding defective components.

18 103. From its monitoring of NHTSA databases, Ferrari knew or should have  
19 known of the Brake Defect complaints lodged, such as those quoted above.

20 **4. Ferrari Monitors and Reviews Consumer Feedback and**  
21 **Customer Complaints, an Essential Practice in Maintaining a**  
22 **Luxury Brand.**

23 104. Defendants knew about the Defect due to consumer complaints made online  
24 and internally to their exclusive network of dealers, which Defendants monitor as part of  
25 a continuous obligation to identify potential defects in their vehicles.

26 105. Defendants knew about the Brake Defect through monitoring complaints  
27 identifying the Defect, which were posted before Plaintiff and Class Members purchased  
28 or leased their Class Vehicles. These postings regarding the Brake Defect in the class  
vehicles appeared in online forums, such as FerrariChat, which is part of Motorsport  
Network LLP.

106. As FerrariChat is one of the most significant resources for Ferrari owners, a  
number of authorized Ferrari dealerships (which as described herein are alter egos/agents  
of Ferrari NA) are sponsors and advertisers for the website, including (1) Boardwalk

1 Ferrari, 6300 International Pkwy, Plano, TX 75093; (2) Continental Autosports, 420 E.  
2 Ogden Ave. 006120, Hinsdale, Dupage, 60521, IL, US; (3) Ferrari Maserati of Fort  
3 Lauderdale, 5750 N Federal Hwy, Fort Lauderdale, FL 33308; and (4) Prancing Horse  
4 of Nashville, 2320 Knights of Columbus Blvd, Nashville, TN 37217.

5 107. These authorized dealerships advertise and sponsor FerrariChat because  
6 they are aware it is a repository for customer complaints and recognize it as a meeting  
7 place for consumers. A sampling of complaints made online in FerrariChat is annexed  
8 hereto as Exhibit A to the Complaint.

9 **5. Highly Publicized Manifestations of the Defect in the Media**

10 108. Defendants are also aware of the Defect from highly publicized media  
11 coverage that warranted investigation by the Ferrari Defendants.

12 109. On information and belief, Ferrari became aware of the incidents below  
13 either through media coverage, warranty and insurance claims, industry knowledge,  
14 and/or litigation and indemnifications. Ferraris are valuable and exclusive automotive  
15 machines, and catastrophic incidents draw attention from the public and interested  
16 parties. Below are three illustrative examples that drew media attention.

17 110. On April 8, 2018, a highly public crash occurred of Ferrari 488 GTB at  
18 Autódromo Fernanda Pires da Silva in Estoril, Cascais, Portugal (“Estoril Circuit”).  
19 Estoril Circuit was the home of the Formula One Portuguese Grand Prix from 1984 to  
20 1996, and on information and belief, Ferrari SpA—as a world-renowned motorsport  
21 company—is intimately familiar with the track and personnel there.

22 111. While participating at Estoril Circuit, the vehicle reportedly suffered  
23 catastrophic brake failure at one of the circuit’s high-speed sectors and slammed into a  
24 crash barrier.<sup>58</sup> Footage shows that as another vehicle on track begins to brake, the Ferrari  
25 488 GTB continues to enter the corner at full speed, with the driver scrambling into the  
26

27 

---

<sup>58</sup> Almeida, Lucio, *Ferrari Crash Estoril 8 Abril 2017* (2017), available at;  
28 <https://www.youtube.com/watch?v=AmMckOZBlgY>

1 off-track area to avoid other cars.<sup>59</sup> The driver reportedly stated that he lost braking  
2 capability in his vehicle—the organizers put out a statement blaming an unspecified  
3 mechanical issue, as well as making a statement below:<sup>60</sup>

#### 4 **Estoril Experience Day – April 8**

##### 5 Organization’s announcement

6 Yesterday’s track day was marked by a major accident at curve 1 of the  
7 Estoril Circuit, caused by a technical problem in the vehicle that crashed  
8 into the tire barrier at over 200km/h, of which we highlight the following  
9 facts:

- 10 • The Estoril Circuit infrastructure, rails and tire barriers,  
11 perfectly fulfilled their function by absorbing the impact of the  
12 car;
- 13 • The ambulance and medical team arrived at the scene 1m30s  
14 after the impact, observing the driver and occupant and then  
15 taking them to the circuit’s medical centre, which is duly  
16 equipped;
- 17 • Two vehicles from the Motor Clube do Estoril, out of several  
18 present along the circuit, needed 10 seconds to reach the  
19 accident site as they were meters from the accident site;
- 20 • A firefighters extrication team was also present in case it was  
21 necessary to remove passengers from the vehicle;
- 22 • The team of stewards from Motor Clube do Estoril cleaned and  
23 reconstructed the tire barrier in 40 minutes, thus ensuring the  
24 continuity of the event.

---

23 <sup>59</sup> This story was picked up by multiple news sources: Brad Anderson, *Ferrari 488 Wrecked In*  
24 *High Speed Crash At Estoril Circuit*, CARSCOOPS, April 10, 2017  
25 <https://www.carscoops.com/2017/04/ferrari-488-wrecked-in-high-speed-crash/#more>; James  
26 Fossdyke, *Ferrari Driver’s Escape In Sickening Crash Shows Just How Safe Prancing Horses Are*,  
27 SUPERUNLEADED, April 12, 2017 <http://superunleaded.com/sickening-ferrari-crash-shows-best-good-brakes/23347/> (last accessed: Jan. 17, 2024; Kyle Cheromcha, *Watch Separate Crashes Claim Two Ferrari 488s This Weekend*, THEDRIVE, April 9, 2017, <https://www.thedrive.com/news/9132/watch-separate-crashes-claim-two-ferrari-488s-this-weekend>.

28 <sup>60</sup> <https://www.facebook.com/photo/?fbid=776215979203879&set=a.295524863939662.1073741830.284228151736000>



11  
12  
13  
14  
15  
16  
17  
18

112. Similarly, on January 6, 2018, a Ferrari 458 Spider lost braking capability and crashed into the front garden of a home in Bath, United Kingdom. The vehicle was worth approximately £200,000. According to the owner of the house, who was awoken by the sound of the crash, the driver said that he lost control of the vehicle, pictured below. “My husband and son were awake and heard the crash . . . it woke me up and I ran straight down, checked the driver was ok.”<sup>61</sup> Police attended the scene, and the Ferrari 458 Spider was later recovered around 12.30 p.m.



27  
28

---

<sup>61</sup> Andrew Baber, *Ferrari worth £200,000 crashes into garden of Bath home after driver ‘lost control’*, BATH CHRONICLE, Jan. 6, 2018, <https://www.bathchronicle.co.uk/news/bath-news/ferrari-worth-200000-crashes-garden-1021566>.

1 113. Anthony Bohana, an individual purporting to be the owner of that vehicle,  
2 corroborated Mr. Ebert's testimony. Mr. Bohana stated:

3 Same thing happened to me in my 458 Spider . . . this was the result  
4 [https://www.bathchronicle.co.uk/news/bath-news/ferrari-worth-200000-](https://www.bathchronicle.co.uk/news/bath-news/ferrari-worth-200000-crashes-garden-1021566)  
5 [crashes-garden-1021566](https://www.bathchronicle.co.uk/news/bath-news/ferrari-worth-200000-crashes-garden-1021566) Ferrari deny and deny it . . . BUT they know the  
6 truth, I actually think myself lucky some poor guy I spoke to had the same  
7 problem but killed someone in Hong Kong . . . he served 2 years in prison  
8 for it . . . yet he is adamant the brakes failed and he could not stop the car .  
9 . . I 100% believe him after it happened to me.<sup>62</sup>

10 114. Likewise, since the Recalls began, on July 21, 2022, a Ferrari 488 GTB was  
11 involved in a catastrophic crash in Hanoi, Vietnam.<sup>63</sup> Local media reported that the  
12 vehicle was part of the batch recalled by Ferrari due to braking failure and was supposed  
13 to be repaired toward the end of September. The vehicle was driven by a Volvo Hanoi  
14 technician, who test drives all sorts of vehicles before they get delivered to their  
15 customers. The man appears to have lost control of the vehicle in Hanoi's Long Bien  
16 District, and the Ferrari 488 GTB then climbed the curb and took out a tree that was  
17 reinforced. A photo of the wreckage is provided below:

---

25 <sup>62</sup> See *Need advice on 458 braking issue, or lack there of...* FERRARICHAT, Page 1,  
26 Message Number 11 <https://www.ferrarichat.com/forum/threads/need-advice-on-458-braking-issue-or-lack-there-of.576984/>.

27 <sup>63</sup> Gnaticov, Cristian, *Ferrari 488 GTB Takes Out Tree in Vietnam, Could've Been Due to*  
28 *Braking System Failure*, AUTOEVOLUTION (Aug. 13, 2022), available at:  
<https://www.autoevolution.com/news/ferrari-488-gtb-takes-out-tree-in-vietnam-could-ve-been-due-to-braking-system-failure-195556.html>.



**6. Post-Failure Mode Analysis, Warranty Claims, and Reports from Authorized Dealerships**

115. Ferrari SpA and Bosch GmbH go to great lengths to conduct post-failure analysis on failed vehicles and component parts. First and foremost, such analysis is crucial for a manufacturer to identify and understand the root cause of the failures. This information is vital for ensuring the safety and reliability of their products, as it allows them to address any design, manufacturing, or engineering flaws that may have led to the failures in the first place. By conducting post-failure analysis, manufacturers can take proactive measures to prevent similar incidents from occurring in the future, thus safeguarding their reputation and maintaining consumer trust.

116. Similarly, conducting analyses on warranty claims and reviewing dealership feedback is essential for successful business operations. Consider the vast amount of data that manufacturers receive from warranty claims every year, such as part or model numbers and manufacturing dates, and complaints or problem descriptions from customers. This valuable information is not only a rich source of potential insight into

1 how products function in the real world and what is not working for customers – but it  
2 can ultimately be used to decrease the number of warranty claims.

3 117. Simply put, post-failure analysis, review of warranty claim data, and  
4 oversight of dealership feedback are essential for complying with regulatory  
5 requirements and industry standards. Automotive manufacturers are subject to strict  
6 regulations and safety standards imposed by government agencies and industry  
7 organizations. Conducting thorough analyses on failed vehicles allows manufacturers to  
8 demonstrate compliance with these standards and helps avoid potential penalties or legal  
9 consequences for non-compliance. By being proactive in identifying and rectifying  
10 issues, manufacturers can continue selling their vehicles in the market.

11 118. On information and belief, Ferrari and Bosch became aware of the Brake  
12 Defect through aggregation of the above information, part traceability reports, and  
13 communications with one another and authorized dealerships. It is important and telling  
14 that Ferrari NA has admitted that it was able to use this data to find evidence of similar  
15 incidents involving the Brake Defect, including as follows: one case of brake fluid loss  
16 on a Ferrari FF in December 2012, one case on a Ferrari FF in May 2020, one case on a  
17 GTC4 Lusso in July 2020, one case on an 812 Superfast in July 2021, one case on a 488  
18 Pista Spider in February 2022, one case on a 488 Pista in February 2022, one case on an  
19 812 Superfast in February 2022, one case on an 812 Superfast in March, 2022 and one  
20 case on a 812 Superfast in April, 2022.<sup>64</sup>

21 **7. Ferrari and Bosch Monitored the Above Information and Knew**  
22 **of the Existence of the Brake Defect**

23 119. As evidenced by the preceding paragraphs, the Defendants were aware of  
24 the Brake Defect for many years before they issued the Recalls. Defendants also knew  
25 that the Defect posed a severe safety risk to Class Members and the public at large, the  
26 associated costly repair charges to the Class Vehicles, and the potential harm to their  
27 reputations and brand should their fraud be uncovered.

---

28 <sup>64</sup> RC 80 Chronology, *supra*, note 10.

1           120. Defendants’ deceptive acts, misrepresentations, and/or omissions regarding  
2 the Brake Defect create a safety risk for drivers and occupants of the Class Vehicles as  
3 well as members of the public who may be involved in accidents with Class Vehicles  
4 that experience the Brake Defect while driving. The reasonable expectation that the Class  
5 Vehicles are safe and reliable to drive is and was material to Plaintiff and members of  
6 the Class at all relevant times.

7           121. Defendants monitored and saw the above-quoted consumer complaints for  
8 three reasons:

- 9           (a) First, pursuant to the Transportation Recall Enhancement,  
10 Accountability, and Documentation Act (the “TREAD Act”), 49 U.S.C.  
11 § 30118, manufacturers are required to monitor reports submitted to  
12 NHTSA and report information regarding internal customer complaints  
13 and warranty claims to NHTSA, and federal law imposes criminal  
14 penalties against manufacturers who fail to disclose known safety  
15 defects.
- 16           (b) Second, car manufacturers, like Defendants, know that NHTSA is a  
17 repository for complaints and, as such, provides an early warning  
18 mechanism for responding to design or manufacturing defects that pose  
19 a safety hazard. Hence, as courts have found, it is entirely reasonable to  
20 assume that car manufacturers closely monitor and analyze complaints  
21 made online and to NHTSA—mainly when they entail safety hazards.
- 22           (c) Third, online reputation management (commonly called “ORM” for  
23 short) is now a standard business practice among most prominent  
24 companies. It entails monitoring consumer forums, social media, and  
25 other sources on the internet where consumers can review or comment  
26 on products. “Specifically, [online] reputation management involves the  
27 monitoring of the reputation of an individual or a brand on the internet,  
28 addressing content which is potentially damaging to it, and using  
customer feedback to try to solve problems before they damage the  
individual’s or brand’s reputation.”<sup>65</sup> The growth of the internet and  
social media and the advent of reputation management companies have  
led to ORM becoming an integral part of many companies’ marketing  
efforts. Defendants regularly monitored consumer complaints in  
connection with their ORM activities because candid comments from  
Ferrari owners provided valuable data regarding quality control issues  
and customer satisfaction.

---

65 Moryt Milo, *Great Businesses Lean Forward, Respond Fast*, SILICON VALLEY BUSINESS JOURNAL (September 5, 2013), <http://www.bizjournals.com/sanjose/print-edition/2013/05/17/great-businesses-lean-forward-respond.html>



1           122. Moreover, Ferrari is a high-end brand. As such, every touch point of the  
2 brand has an impact on customer perception, making any negative interaction a potential  
3 reputational threat.

4           123. According to its May 21, 2020 prospectus, “Ferrari is among the world’s  
5 leading luxury brands focused on the design, engineering, production and sale of the  
6 world’s most recognizable luxury performance sports cars. The Ferrari brand symbolizes  
7 exclusivity, innovation, state-of-the-art sporting performance, and Italian design and  
8 engineering heritage.” Moreover, “[w]hilst broadening its product portfolio to target a  
9 larger customer base, the Group continues to pursue a low volume production strategy in  
10 order to maintain a reputation of exclusivity and scarcity among purchasers of its cars  
11 and carefully manages its production volumes and delivery waiting lists to promote this  
12 reputation.”<sup>66</sup> The “Ferrari” brand, therefore, also leads to significant revenues for Ferrari  
13 SpA through merchandise and exclusivity.

14           124. Ferrari engages in extensive litigation in order to protect its brand. For  
15 example, Ferrari requires consent prior to using its trademark and will litigate  
16 unauthorized uses of its trademark in fashion shows or on social media.<sup>67</sup> Ferrari also  
17 maintains a “list” of exclusive models to be sold only to those who respect the Ferrari  
18 brand.<sup>68</sup>

19           125. Ferrari also applies this aggressive approach in dealing with reputational  
20 threats to investigate mechanical and ethical faults. Per the Ferrari “Code of Conduct,”  
21 “[u]nder no circumstances should you independently investigate suspected or known  
22

---

23           <sup>66</sup> *May 21, 2020 Prospectus*, FERRARI N.V., available at  
24 [https://corporate.ferrari.com/sites/ferrari15ipo/files/drs\\_-\\_ferrari\\_n.v.\\_-\\_prospectus\\_21\\_may\\_2020\\_final\\_approved\\_by\\_cbi\\_5.pdf](https://corporate.ferrari.com/sites/ferrari15ipo/files/drs_-_ferrari_n.v._-_prospectus_21_may_2020_final_approved_by_cbi_5.pdf).

25           <sup>67</sup> See e.g., Totino, Serena, *Don't Mess with Ferrari: The Prancing Horse Legal Drama*,  
26 NATIONAL LAW REVIEW (Nov. 6, 2020), available at: <https://www.natlawreview.com/article/don-t-mess-ferrari-prancing-horse-legal-drama>

27           <sup>68</sup> In a statement concerning Ferrari’s decision to “blacklist” certain celebrities, Ferrari stated it  
28 “reserves the right to decide on special editions.” See *Ferrari responds if it banned Justin Bieber and the Kardashians from buying its cars*, MARCA (May 2022)  
<https://www.marca.com/en/lifestyle/celebrities/2022/05/17/6283c08ce2704e70438b457e.html>

1 violations of the Code.”<sup>69</sup> All investigations are to be conducted via an internal audit by  
2 Ferrari’s legal team.<sup>70</sup> This process is reportedly done to protect the company first and  
3 foremost.

4 126. To put this “Code of Conduct” into context, if a technician found a defect  
5 with a car part, they would need to take the matter to a superior before searching for a  
6 solution.<sup>71</sup>

7 127. The strategy of aggressive brand protection comes at a loss to consumer  
8 safety, with service technicians encouraged to quietly resolve issues without submitting  
9 warranty claims. Here, despite the Defendants’ knowledge of the Brake Defect,  
10 ultimately, Ferrari chose to conceal the true nature of the Brake Defect from Plaintiff and  
11 the Class.

12 **D. Ferrari Was Legally Required to Disclose the Brake Defect as a Known**  
13 **Safety Defect and Failed to Do So**

14 128. Defendants had a duty to disclose the Brake Defect because they were in a  
15 superior position to know of the safety defect, knew about the defect, and Plaintiff and  
16 the Class could not have reasonably discovered the defect until the brakes in the Class  
17 Vehicles failed.

18 129. Ferrari and Bosch knew of the Brake Defect but did not disclose it to  
19 purchasers or lessees either before or after their transaction. Had Ferrari or Bosch  
20 disclosed the Brake Defect, Plaintiff and Class members could have incorporated the  
21 information in their purchase/lease decision.

22 130. Ferrari and Bosch could have, and should have, disclosed the Brake Defect  
23 in their various communications at the point of sale but, instead, failed to do so.  
24  
25

---

26 <sup>69</sup> Ace Macneill, *10 Rules Every Ferrari Employee Has To Follow* (HOTCARS 2020)  
27 <https://www.hotcars.com/ferrari-employee-rules/> (last accessed Dec. 5, 2022).

28 <sup>70</sup> *Id.*

<sup>71</sup> *Id.*

1 131. Ferrari concealed material facts of intrinsic qualities, *i.e.*, that the brakes  
2 were defective, that Plaintiff and the Class could not discover by the exercise of ordinary  
3 care.

4 132. Each Defendant has engaged in partial disclosures concerning the Recalls,  
5 so there exists a duty to disclose the root cause of the Brake Defect. As described herein,  
6 the Cap and Warning Repair fails to remedy the Brake Defect.

7 133. To this day, Defendants continue to omit material information concerning  
8 the Brake Defect in the Class Vehicles from users, consumers, and the public. As a result,  
9 consumers continue to operate Class Vehicles and continue to experience dangerous  
10 failures of the defective braking system and are at an apparent increased risk for crashes  
11 and bodily harm.

12 **E. Plaintiff and Class Members Would Not Have Purchased, the Class**  
13 **Vehicles Had They Known of the Brake Defect**

14 134. No owner or lessee of a Class Vehicle would have purchased their vehicle  
15 had they known that the braking system might suddenly and unexpectedly partially or  
16 totally lose braking capability or had they known that Ferrari and Bosch would fail to fix  
17 a known defect in the master cylinder/brake booster assembly.

18 135. As a result of the Brake Defect in Class Vehicles and the costs of repairs  
19 required to ameliorate it, Plaintiff and all owners of Class Vehicles have suffered injury,  
20 in fact, incurred damages, and have suffered harm as a result of both Ferrari's and  
21 Bosch's acts and omissions. Plaintiff and Class members seek, among other things,  
22 remedies under the consumer protection statutes of the states in which they reside and/or  
23 purchased their Class Vehicles, and also seek recovery for Ferrari's breach of breach of  
24 implied warranty, negligent misrepresentation, unjust enrichment, and fraudulent  
25 concealment.

26 136. Plaintiff and each Class member suffered injury as they purchased their  
27 Class Vehicle under the implied warranties that their vehicles would operate safely  
28 throughout the useful life of such vehicles. A vehicle containing a Brake Defect does not

operate as warranted and for its intended purpose because it does not operate safely or reliably.

**F. Allegations Establishing Agency Relationship Between Ferrari Na and Ferrari Dealerships in the United States**

137. Ferrari maintains programs to train its employees and police its consumer base in order to ensure that Ferrari’s reputation for automotive excellence and luxury remains unblemished. This reputation is invaluable for Ferrari. Plaintiff and members of the Class relied on that reputation, which Ferrari cultivates, when determining to purchase their Class Vehicles. Plaintiff and members of the Class reasonably expected to receive a Class Vehicle free of a dangerous safety defect in their braking assemblies.

138. Ferrari SpA has a uniform program in place to train its representatives to sell the Class Vehicles. The program is designed to maximize the sale of Ferrari vehicles and to minimize the disclosure of facts that may deter future owners.

139. For example, Ferrari SpA maintains a Service Advisor program in Europe, which is a comprehensive, 3-year program that provides all apprentices with the support they need to develop skills to become knowledgeable and expertly trained apprentices who will become the Ferrari Service Technicians of the future.

140. That position is designed as an introduction to Ferrari products, enhancing customer service skills and developing advanced selling skills. As part of the program, representatives undertake on-the-job training while earning an academic qualification.

Year 1: 7 Week Residential Training

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
<b>Welcome to Ferrari</b> Health & Safety Brand Introduction ERR Business Hierarchy	<b>Ferrari Product Training</b> An overview of Ferrari product	<b>Vehicle Inspection</b> Braking Systems Servicing PDI, 390, MOT Information Sourcing	<b>Ferrari Genuine</b> The range DAD Social Media Running a campaign Using MODISC	<b>Chassis Introduction</b> Steering, suspension Geometry, tyre changing Pirelli Trip to Carlisle (2 days)	<b>Customer Service Skills</b> Understand the customer Presentation skills CSI & FRI Mystery Shop Customer Journey Advanced Citnow	<b>End of Year assessment Gateway 1</b> 2,000 word work based project Professional discussion

Year 2: 7 Week Residential Training

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
<b>Retention</b> Service Entry CCP Warranty & Service Plan Ferrari with you Ferrari Approved	<b>Service Culture</b> Brand Customer delight Handling objections Effective communication Competitor culture exercise	<b>Parts &amp; Accessory Management</b> Inventory management Ferrari composite	<b>Selling Accessories</b> Client understanding Genuine Citnow CCP - managing opportunities to succeed Product updates	<b>Marketing</b> Segmentation The 5's of Marketing HPPS Creating a marketing plan Budgeting & ROI	<b>Digital Marketing</b> Campaigns Digital platforms Optimisation Marketing plan Budgeting & ROI	<b>End of Year assessment Gateway 1</b> 2,000 word assignment and work based project Professional discussion

Start an apprenticeship with Ferrari

> APPLY NOW

1           141. Upon information and belief, Ferrari NA also impliedly or expressly  
2 acknowledged that Ferrari-authorized dealerships are its sales agents, the dealers have  
3 accepted that undertaking, Ferrari NA can control authorized Ferrari dealers, and Ferrari  
4 NA acts as the principal in that relationship, as is shown by the following:

- 5           i. Ferrari NA can terminate the relationship with its dealers at will;
- 6           ii. The relationships are indefinite;
- 7           iii. Ferrari NA is in the business of selling vehicles, as are its dealers;
- 8           iv. Ferrari NA provides tools and resources for Ferrari dealers to sell vehicles;
- 9           v. Ferrari NA supervises its dealers regularly;
- 10          vi. Without Ferrari NA, the relevant Ferrari dealers would not exist;
- 11          vii. Ferrari NA requires the following of its dealers:
  - 12           a. Reporting of sales;
  - 13           b. Computer network connection with Ferrari NA;
  - 14           c. Training of dealers' sales and technical personnel;
  - 15           d. Use of Ferrari NA-supplied computer software;
  - 16           e. Participation in Ferrari NA's training programs;
  - 17           f. Establishment and maintenance of service departments in Ferrari  
18           dealerships;
  - 19           g. Certify Ferrari pre-owned vehicles;
  - 20           h. Reporting to Ferrari NA with respect to the vehicle delivery,  
21           including reporting Class members' names, addresses, preferred  
22           titles, primary and business phone numbers, e-mail addresses, vehicle  
23           VINs, delivery date, type of sale, lease/finance terms, factory  
24           incentive coding, if applicable, vehicles' odometer readings,  
25           extended service contract sale designations, if any, and names of  
26           delivering dealership employees; and
  - 27           i. Displaying Ferrari NA logos on signs, literature, products, and  
28           brochures within Ferrari dealerships.

- 1       viii. Dealerships bind Ferrari NA with respect to:
  - 2           a. Warranty repairs on the vehicles the dealers sell and
  - 3           b. Issuing service contracts administered by Ferrari NA.
- 4       ix. Ferrari NA further exercises control over its dealers with respect to:
  - 5           a. Financial incentives given to Ferrari dealer employees;
  - 6           b. Locations of dealers;
  - 7           c. Testing and certification of dealership personnel to ensure
  - 8                compliance with Ferrari NA's policies and procedures; and
  - 9           d. Customer satisfaction surveys, pursuant to which Ferrari NA
  - 10               allocates the number of Ferrari cars to each dealer, thereby directly
  - 11               controlling dealership profits.
- 12       x. Ferrari dealers sell Ferrari vehicles on Ferrari NA's behalf.
- 13       xi. Dealerships bear Ferrari's brand names, use Ferrari's logos in advertising
- 14           and on warranty repair orders, post Ferrari-brand signs for the public to see,
- 15           and enjoy a franchise to sell Ferrari NA's products, including the Class
- 16           Vehicles.
- 17       xii. Ferrari NA requires Ferrari dealers to follow the rules and policies of Ferrari
- 18           NA in conducting all aspects of dealer business, including the delivery of
- 19           Ferrari NA's warranties described above and the servicing of defective
- 20           vehicles such as the Class Vehicles.
- 21       xiii. Ferrari NA requires its dealers to post Ferrari's brand names, logos, and
- 22           signs at dealer locations, including dealer service departments, and to
- 23           identify themselves and to the public as authorized Ferrari dealers and
- 24           servicing outlets for Ferrari NA cars.
- 25       xiv. Ferrari NA requires its dealers to use service and repair forms containing
- 26           Ferrari NA's brand names and logos.
- 27       xv. Ferrari NA requires Ferrari dealers to perform Ferrari NA's warranty
- 28           diagnoses and repairs and to do the diagnoses and repairs according to the

1 procedures and policies set forth in writing by Ferrari NA.

2 xvi. Ferrari NA requires Ferrari dealers to use parts and tools either provided by  
3 Ferrari NA or approved by Ferrari NA and to inform Ferrari when dealers  
4 discover that unauthorized parts have been installed on one of Ferrari NA's  
5 vehicles.

6 xvii. Ferrari NA requires dealers' service and repair employees to be trained by  
7 Ferrari in the methods of repair for Ferrari-brand vehicles.

8 xviii. Ferrari NA audits Ferrari dealerships' sales and service departments and  
9 directly contacts the customers of said dealers to determine their level of  
10 satisfaction with the sale and repair services provided by the dealers; dealers  
11 are then granted financial incentives or reprimanded depending on the level  
12 of satisfaction.

13 xix. Ferrari NA requires its dealers to provide Ferrari with monthly statements  
14 and records pertaining, in part, to dealers' sales and servicing of Ferrari  
15 NA's vehicles.

16 xx. Ferrari NA provides technical service bulletins and messages to its dealers  
17 detailing chronic defects present in product lines and repair procedures to  
18 be followed for chronic defects.

19 xxi. Ferrari NA provides its dealers with specially trained service and repair  
20 consultants, with whom Ferrari NA requires dealers to consult when dealers  
21 are unable to correct a vehicle defect on their own.

22 xxii. Ferrari NA requires Ferrari-brand vehicle owners to go to authorized Ferrari  
23 dealers to obtain servicing under Ferrari warranties.

24 xxiii. Ferrari dealers are required to notify Ferrari NA whenever a car is sold or  
25 put into warranty service.

26  
27  
28

1 **V. DEFENDANTS MADE MISLEADING STATEMENTS ABOUT CLASS**  
2 **VEHICLE SAFETY AND BRAKING CAPABILITY**

3 **A. Each Class Vehicle Has Several “In-Vehicle” Safety Labels that**  
4 **Misleadingly Assured Consumers that the Class Vehicles Contained a**  
5 **Braking System that Functioned Properly**

6 142. Defendants know and have known, that a properly functioning braking  
7 system and vehicle safety, in general, are essential attributes to consumers in deciding to  
8 purchase or lease a vehicle. These attributes are especially true for the Class Vehicles,  
9 which are symbols of status, investments by collectors, and expected to be tested in  
10 rigorous driving conditions. This collective understanding informed Ferrari SpA’s  
11 marketing strategy for and representations to consumers about the Class Vehicles, as  
12 reflected throughout the informational labels and representations included in every Class  
13 Vehicle.

14 143. As described in detail below, these safety representations include window  
15 stickers affixed to each Class Vehicle at the point of sale or lease and made available  
16 online; certification labels that uniformly communicate compliance with motor vehicle  
17 safety standards in every Class Vehicle; and in-vehicle safety information, such as in the  
18 Warranty Card and Owner’s Service Book, about brakes and required maintenance of the  
19 braking system. Overall, these window stickers, safety labels, and information uniformly  
20 and misleadingly communicated to consumers before they decided to purchase or lease  
21 a Class Vehicle that the Class Vehicles were safe and had a properly functioning braking  
22 system when, in fact, they did not.

23 **1. Ferrari NA Distributed Class Vehicles with Monroney Labels**  
24 **that Had Misleading Assurances Regarding Safety**

25 144. In the United States, automobile dealers must sell or lease vehicles with  
26 window stickers that provide essential information about a vehicle’s features, including  
27 its safety features and performance characteristics. *See* 15 U.S. Code §1232. These  
28 window stickers are commonly called “Monroney labels.”



1 145. Every Class Vehicle had a Monroney label affixed to it at the point of its  
 2 original sale or lease at a dealership. The labels are large—approximately the size of a  
 3 standard sheet of paper—and prominently displayed on the vehicles, typically taped to a  
 4 window. The Monroney label for Plaintiff’s Class Vehicle is provided below:

**Ferrari**  
 Ferrari North America, Inc.  
 250 Sylvan Avenue  
 Englewood Cliffs, NJ 07632

**Model Year:** 2010  
**Model Desc:** 458 ITALIA  
**Color:** TITANIUM / BLACK  
**Port of Importation:** PORT NEWARK  
**Warehouse:** NEWARK, NJ  
**Serial Number:** ZFF67NFA1A0175749

**DEALER TO WHOM DELIVERED**  
 FERRARI OF WASHINGTON  
 45235 TOWLEARN PLACE  
 STERLING, VA 201660000  
**Mode of Transportation:** VIA TRUCK

**PARTS CONTENT INFORMATION FOR THIS VEHICLE**  
**Final Assembly Point:** Maranello, Modena, Italy  
**Country of Origin:** Italy  
**Engine Parts:** Italy  
**Transmission Parts:** Italy

**Note:** Parts content does not include final assembly, distribution, of other non-parts costs.

**Standard Equipment Included in Suggested Retail Price\***

- \*4.5 L MID-MOUNTED V8 ENGINE PRODUCING 560 HP @ 9,000 RPM
- \*7-SPEED F1 DUAL CLUTCH TRANSMISSION
- \*ALUMINUM BODY SHELL AND CHASSIS
- \*SCM2 MAGNETIC SUSPENSION DAMPING
- \*DOUBLE WISHBONE FRONT SUSPENSION
- \*MULTI LINK REAR SUSPENSION
- \*E-DIFF3 ELECT. REAR DIFFERENTIAL
- \*F-1 TRAC TRACTION CONTROL
- \*CST-CONTROL STABILITY & TRACTION
- \*CMD-CARBON CERAMIC BRAKES
- \*HIGH PERFORMANCE ABS WITH BRAKE PRE-FILL
- \*MANETIMO-STEERING WHEEL MOUNTED F-1 SYSTEMS MODE CONTROL
- \*DRIVER, PASSENGER & SIDE AIRBAGS
- \*TIRE PRESSURE & TEMP. MONITOR
- \*VEHICLE DYNAMIC ASSISTANCE (VDA)
- \*INST. CLUSTER WITH 2 TFT SCREENS

**Options**

- AFS SYSTEM 1,889.00
- BRAKE CALIPERS ALLUMINIUM COL. 1,339.00
- CARBON FIBER DRIVER ZONE+LEDS 6,925.00
- INT.UPHOLST. LEATHER/ALCANTARA 4,879.00
- FRONT SUSPENSION LIFT 4,407.00
- FERRARI IPOD 881.00
- \*SCUDERIA FERRARI\* SHIELDS 1,542.00
- WIN/OUT ELETTR.MIRROR+HOMELINK 1,574.00
- RADIO/NAVI SYSTEM + BLUETOOTH 3,305.00
- FRONT AND REAR PARKING SENSORS 2,203.00
- PAINTED 20" SPORT RIMS 5,509.00
- OTHER OPTIONS 8,869.00

**Manufacturer's Suggested Port of Entry Retail Price** \$225,325.00  
**Delivery, Process, Prep & Handling Fee** 2,350.00

**Tires** PIRELLI P ZERO FRONT: 295/35 ZR20 REAR: 295/35 ZR20

**Total Suggested Retail Price** \$273,597.00

**Warranty**  
 Refer to Warranty Info Book for Specific Limitations

**Government Safety Ratings**  
 This vehicle has not been rated by the government for frontal crash, side crash or rollover risk.  
 Source: National Highway Traffic Safety Administration (NHTSA).  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**EPA Fuel Economy Estimates**  
 These estimates reflect new EPA methods beginning with 2008 models.

**City MPG** 12  
 Expected range for most drivers 9 to 15 mpg

**Highway MPG** 18  
 Expected range for most drivers 14 to 22 mpg

**Estimated Annual Fuel Cost** \$2,999  
 based on 15,000 miles at \$2.80 per gallon

**Gas Guzzler Tax** \$ 2,600.00

**Combined Fuel Economy** This Vehicle 14 TWOS

**Your actual mileage will vary** depending on how you drive and maintain your vehicle

\*Gasoline, license and title fees, luxury, state and local taxes, dealer installed accessories are not included.

This vehicle is equipped with a front bumper that has been tested at an impact speed of \* mph and a rear bumper that has been tested at an impact speed of \* mph, and has sustained no damage to the vehicle's body and minimal damage to the bumper and attachment hardware. Minimal damage to the bumper means damage that can be repaired with the use of common repair materials and without replacing any parts. The stronger the bumper, the less likely the car will require repair after a low speed collision. However, this vehicle is equipped with a bumper system that, under federal bumper standard test conditions and procedures, can withstand a frontal impact speed of 2.5 mph and a rear impact speed of 2.5 mph with no more damage than allowed by federal bumper standard. \*Not tested to specifics of N.Y. Law.

This label has been affixed to this vehicle pursuant to the requirements of U.S.C 15§ 1231 et seq., which prohibits its removal or alteration prior to delivery to the ultimate purchaser. THIS IS A COPY OF THE ORIGINAL MONRONEY LABEL.

See the FREE Fuel Economy Guide at dealers or [www.fueleconomy.gov](http://www.fueleconomy.gov)

18 146. Monroney labels are also essential resources for used vehicle purchasers  
 19 because they can also be affixed to used cars at the point of sale, and they are readily  
 20 available online, including at <https://monroneylabls.com>. Upon information and belief,  
 21 used car dealers often provide printed Monroney labels to consumers when offering the  
 22 vehicles for sale or lease. Given this standard practice, Monroney labels informed the  
 23 sale or lease of used Class Vehicles as well.

24 147. Although dealers displayed the Class Vehicles with Monroney labels prior  
 25 to sale and lease, they did not author the labels and had no control over or input in the  
 26 contents of the Monroney labels. Instead, Ferrari NA controls the contents of the  
 27 Monroney labels for his Class Vehicle. Specifically, Ferrari NA was responsible for  
 28 drafting and approving the content of the Monroney labels for all Class Vehicles. On the

1 Monroney label for each Class Vehicle, the name and address of Ferrari NA is listed as  
2 follows: “Ferrari North America, Inc. 250 Sylvan Avenue Englewood Cliffs, NJ 07632.”

3 148. Nor did the dealers themselves affix the labels to Class Vehicles. Instead,  
4 Ferrari NA affixed the Monroney labels to their respective Class Vehicles before  
5 shipping them across the United States to the dealers. Specifically, Ferrari NA affixed  
6 Monroney labels to all Class Vehicles prior to shipping them to dealers.

7 149. When Ferrari NA shipped Class Vehicles with Monroney labels to dealers,  
8 it knew that U.S. law prohibited automobile dealers from removing the Monroney labels  
9 from the Class Vehicles, and that only consumers are allowed to remove the labels.  
10 Specifically, Ferrari NA statutorily added the warning notice as follows: “[t]his label has  
11 been affixed to this vehicle pursuant to the requirements of 15 U.S.C. §1231 *et seq.*,  
12 which prohibits its removal or alteration prior to delivery to the ultimate purchaser.”

13 150. The dealerships were prohibited from removing the Monroney labels from  
14 the Class Vehicles because it was Plaintiff and members of the Class who were the direct  
15 or “ultimate” purchasers of the Class Vehicles.

16 151. Upon information and belief, Ferrari NA tells automobile dealers to display  
17 Class Vehicles with Monroney labels that it approves.

18 152. Upon information and belief, this instruction is part of written policies or  
19 contracts that Ferrari NA provides to the authorized dealers who sell or lease their  
20 respective vehicle models. Although no law required them to do so, Ferrari NA  
21 voluntarily chose to include information about the braking capability on all Monroney  
22 labels for Class Vehicles, typically under a heading for “SAFETY” or “STANDARD  
23 EQUIPMENT INCLUDED IN SUGGESTED RETAIL PRICE” Representative  
24 examples are detailed below:

25 (a) On the Monroney labels for Plaintiff’s Class Vehicle, under  
26 STANDARD EQUIPMENT INCLUDED IN SUGGESTED RETAIL PRICE, the  
27 “CCMD-CARBON CERAMIC BRAKES” are featured, which are more expensive than  
28

1 traditional brakes and made to withstand extreme temperatures from high-performance  
2 demands of a racetrack;

3 (b) On the Monronev label for Plaintiff's Class Vehicle under  
4 STANDARD EQUIPMENT INCLUDED IN SUGGESTED RETAIL PRICE, the "F-1  
5 TRAC TRACTION CONTROL" is featured. In the Ferrari Manual, this feature is  
6 described as faster and more accurate than traditional control systems and is capable of  
7 delaying and minimizing engine torque adjustments as required, in order to ensure the  
8 desired trajectory. The system estimates the maximum available grip in advance, by  
9 continuously monitoring the relative wheel speed and using an auto-adaptive operation  
10 logic;

11 (c) On the Monronev label for Plaintiff Nechev's Class Vehicle under  
12 STANDARD EQUIPMENT INCLUDED IN SUGGESTED RETAIL PRICE, the "CST-  
13 CONTROL STABILITY & TRACTION" is featured, which is a stability control system  
14 used on Ferrari cars to optimize the operation of the anti-skid and traction control  
15 systems, ABS, and the brake force distribution system; and

16 (d) On the Monronev label for Plaintiff's Class Vehicle under  
17 STANDARD EQUIPMENT INCLUDED IN SUGGESTED RETAIL PRICE, the  
18 "HIGH PERFORMANCE ABS WITH BRAKE PRE-FILL" is featured, this feature  
19 quickens the response time of the brakes and help shorten stopping distances, by slightly  
20 increasing the hydraulic pressure in the brake lines whenever the driver lifts off the  
21 accelerator pedal.

22 153. These descriptions of components of the braking systems in the Class  
23 Vehicles on Monronev labels were misleading to Plaintiff and Class Members because  
24 they conveyed to any reasonable consumer that the Class Vehicles had a properly  
25 functioning, indeed a high-performance, braking system that would engage during all  
26 vehicle braking events during ordinary driving, when, in fact, the Class Vehicles have  
27 defective braking systems that can partially or totally lose braking capability due to the  
28 leakage of brake fluid.

1           154. Upon information and belief, Ferrari NA chose to include misleading  
2 descriptions of the braking systems on their Monroney labels because it wanted to  
3 encourage Class Members to purchase or lease the Class Vehicles and knew that braking  
4 capability and vehicle safety are critically important to consumers when deciding to  
5 purchase or lease a vehicle, especially in vehicles advertised as high-performance,  
6 luxury, and racetrack-ready.

7           155. All Defendants knew that dealers sold or leased Class Vehicles with  
8 Monroney labels with these kinds of misrepresentations about the braking systems and  
9 vehicle safety because every significant participant in the automotive industry is familiar  
10 with the standard practice of including this type of information on Monroney labels.

11           156. As a sophisticated and well-funded corporate entity that derives billions of  
12 dollars in revenue from the sale and distribution of its vehicles to U.S.-based dealerships,  
13 Ferrari SpA was explicitly aware that Ferrari NA distributed the Class Vehicles with  
14 Monroney labels that included information about the braking systems and safety features  
15 in the Class Vehicles.

16           157. As a sophisticated and well-funded corporate entity that generates billions  
17 of dollars in annual revenue from work in the U.S. automotive industry, Bosch GmbH  
18 was explicitly aware that Ferrari SpA distributed Class Vehicles with Monroney labels  
19 that included information about braking systems and safety features.

20           158. As the above examples make clear, the Monroney labels for the Class  
21 Vehicles uniformly and wrongly assured Plaintiff and Class members that the Class  
22 Vehicles were safe and would meet or exceed ordinary braking performance. The  
23 statements and information on the labels suggested to any reasonable consumer that the  
24 Master Cylinder/Brake Booster Assembly did not suffer from a defect and would perform  
25 its intended function of bringing the Class Vehicles to a complete stop in compliance  
26 with FMVSS 105 and 135. This was false and misleading because the braking systems  
27 installed in the Class Vehicles were, in fact, defective and posed an unreasonable risk to  
28 the safety of vehicle occupants.

1                   **2. Ferrari SpA Affixed Misleading Safety Certification Labels to the**  
 2                   **Class Vehicles**

3                   159. To sell the Class Vehicles in the United States, Ferrari SpA certified “that  
 4 the vehicle or equipment complies with applicable motor vehicle safety standards  
 5 prescribed.” 49 U.S.C. §30115. Vehicle manufacturers make this representation through  
 6 a label “permanently fixed to the vehicle[s]” that they make, sell and/or distribute. They  
 7 “may not issue the certificate if, in exercising reasonable care,” they have “reason to  
 8 know the certificate is false or misleading in a material respect.” 49 U.S.C. §30115; *see*  
 9 *also* 49 U.S.C. §30112.

10                   160. Because the Class Vehicles could not have been lawfully sold or leased  
 11 without it, all Class Vehicles have a permanent label that certifies compliance with the  
 12 safety regulations prescribed by NHTSA under Chapter 301. As passenger vehicles, the  
 13 permanent label on each Class Vehicle must state: “This vehicle conforms to all  
 14 applicable Federal motor vehicle safety, bumper, and theft prevention standards in effect  
 15 on the date of manufacture shown above.” 49 CFR §567.4(g)(5).

16                   161. As described further below, the false and misleading certification labels in  
 17 the Class Vehicles were drafted and placed—or directly approved for placement—in all  
 18 Class Vehicles by Ferrari SpA in Italy. Without Ferrari SpA placing or approving the



1 misleading certifications in the Class Vehicles, Plaintiff and Class members could not  
2 have purchased or leased them. The certification expressly identified Ferrari SpA as the  
3 certifying manufacturer, as demonstrated by the below picture of the certification from  
4 Plaintiff's Class Vehicle made in Italy.

5 162. Upon information and belief, all major participants in the automotive  
6 industry know that automobile manufacturers include certifications of compliance with  
7 federal safety standards in every vehicle sold or leased in the United States because the  
8 inclusion of such certifications is standard practice in the industry.

9 163. As a sophisticated and well-funded corporate entity whose primary  
10 activities focused on the importation, distribution, and sale of vehicles in the U.S., Ferrari  
11 NA and Bosch GmbH knew that Ferrari SpA placed permanent labels certifying  
12 conformance to safety standards on U.S.-bound Class Vehicles.

13 164. The certification labels on the Class Vehicles were misleading because they  
14 indicated to any reasonable consumer that the braking system would perform its intended  
15 function during braking and did not suffer from a defect nor subject the vehicles to  
16 multiple points of failure. See 49 CFR §§571.105, 571.135 (Federal motor vehicle safety  
17 standards requiring, among other things, that a "master cylinder shall have a reservoir  
18 compartment for each service brake subsystem serviced by the master cylinder. Loss of  
19 fluid from one compartment shall not result in a complete loss of brake fluid from another  
20 compartment."). This was not true because of the defective Master Cylinder/Brake  
21 Booster Assembly and the risk of brake fluid leaking from multiple points of failure,  
22 resulting in the partial or total loss of braking capability.

23 **3. Ferrari NA Provided Misleading In-Vehicle Safety Information,**  
24 **Such as in the Warranty Card and Owner's Service Book, About**  
25 **Brakes and Required Maintenance of the Braking System**

26 165. Ferrari NA also sold the Class Vehicles with an accompanying Warranty  
27 Card and Owner's Service Book ("Owner's Manual"). The Owner's Manual contained  
28 several misleading statements and/or omissions concerning the braking systems,  
maintenance of the braking systems, and that the braking systems were free from defects.

1           166. Indeed, the Maintenance Schedule section of the Owner’s Manual, states  
2 that “[t]he brake fluid reservoir should be checked every 15,000 miles. Fluid should be  
3 replaced at least every 12 months.”

4           167. Yet the Owner’s Manual completely omits any information about the danger  
5 of leaking brake fluid or that in the event of leaking brake fluid, the vehicles may partially  
6 or totally lose all braking capability.

7           **B. Ferrari NA Imported Vehicles into the United States and Warranted**  
8           **the Vehicles Complied with Federal Motor Vehicle Safety Standards**

9           168. To sell the Class Vehicles in the United States, Ferrari NA had to comply  
10 with the U.S. Customs and Border Protection (“CBP”) when importing the Class  
11 Vehicles into the United States from Italy. Ferrari NA and/or agents acting on its behalf,  
12 as an Importer of Motor Vehicles, were required to submit a Form HS-7 at the time the  
13 vehicle was imported to declare whether the vehicle complies with Department of  
14 Transportation requirements. As a general rule, motor vehicles less than twenty-five  
15 years old must comply with all applicable FMVSS standards in order to be imported  
16 permanently into the United States. As stated above, vehicles manufactured to meet the  
17 FMVSS will have a certification label affixed by the original vehicle manufacturer in the  
18 area of the driver-side door.

19           169. When importing the Class Vehicles, Ferrari NA and/or agents acting on its  
20 behalf did submit a Form HS-7, a Declaration of Importation of Motor Vehicles and  
21 Motor Vehicle Equipment Subject to Federal Motor Vehicle Safety, Bumper and Theft  
22 Prevention Standards, for each Class Vehicle. Ferrari NA and/or agents acting on its  
23 behalf were required to declare as follows:

24           The vehicle or equipment item conforms to all applicable Federal Motor  
25 Vehicle Safety Standards (or the vehicle does not conform solely because  
26 readily attachable equipment items that will be attached to it before it is  
27 offered for sale to the first purchaser for purposes other than resale are not  
28 attached), and Bumper and Theft Prevention Standards, and bears a  
certification label or tag to that effect permanently affixed by the original  
manufacturer to the vehicle or affixed by the manufacturer to the equipment  
item or to its delivery container in accordance with applicable National  
Highway Traffic Safety Administration (NHTSA) regulations. [591.5(b)]

1 170. The declarant making the declaration was subject to the requirement that  
2 “knowingly making a false declaration is subject to a fine of not more than \$10,000 or  
3 imprisonment for not more than 5 years or both (18 U.S.C. 1001).”

4 171. When importing the Class Vehicles, Ferrari NA and/or agents acting on its  
5 behalf were also required to identify, among other things, the Port of Entry, Customs Port  
6 Code, Customers Entry Number, Entry Date, and VIN Number.

7 172. Upon information and belief, all major participants in the automotive  
8 industry know that automobile manufacturers include certifications of compliance with  
9 federal safety standards in every vehicle sold or leased in the United States because the  
10 inclusion of such certifications is standard practice in the industry.

11 173. As sophisticated and well-funded corporate entities whose primary  
12 activities focused on the importation, distribution, and sale of vehicles in the United  
13 States, Ferrari SpA and Bosch GmbH knew that Ferrari NA was required to certify that  
14 each Class Vehicle complied with FMVSS.

15 174. The Form HS-7 submitted for each of the Class Vehicles was false because  
16 the Class Vehicle violated FMVSS requirements. See 49 CFR §§571.105, 571.135  
17 (Federal motor vehicle safety standards requiring, among other things, that a “master  
18 cylinder shall have a reservoir compartment for each service brake subsystem serviced  
19 by the master cylinder. Loss of fluid from one compartment shall not result in a complete  
20 loss of brake fluid from another compartment.”). This was not true because of the  
21 defective Master Cylinder/Brake Booster Assembly and the risk of brake fluid leaking,  
22 resulting in the partial or total loss of braking capability.

23 **C. Ferrari Spa and Ferrari NA Also Made False and Misleading**  
24 **Statements About the Class Vehicles’ Safety in Their Consumer-Facing**  
25 **Marketing**

26 175. Ferrari SpA and Ferrari NA also touted the Class Vehicles and the brake  
27 systems as safe in national advertising directed at consumers through multiple marketing  
28 channels. These advertisements (*see below*) uniformly indicated to any reasonable  
consumer that the Class Vehicles were safe and had braking systems that would function



1 properly and reliably in ordinary and strenuous circumstances. These representations  
2 about the Class Vehicles were false and misleading because of the Brake Defect in the  
3 Class Vehicles and the risks of losing braking capability due to that defect.

4 176. As a sophisticated and well-funded corporate entity that generates billions  
5 of dollars in annual revenue from work in the automotive industry Bosch GmbH was  
6 aware that Ferrari SpA and Ferrari NA advertised the safety of the Class Vehicles to  
7 consumers, including the braking system.

8 177. Ferrari SpA and Ferrari NA could have disclosed the Brake Defect and  
9 informed Plaintiff and the Class about the safety hazard posed by the Brake Defect,  
10 whether through its agents (certified Ferrari dealerships subject to its Dealer Agreements,  
11 such as Plaintiff's dealership), through various communications available at the point of  
12 sale, or other means available.

13 178. Yet in the numerous materials provided to Plaintiff and members of the  
14 Class, Ferrari SpA and Ferrari NA ultimately failed to inform them of the Defect. Several  
15 illustrative examples are listed below of advertisement brochures created by Ferrari SpA  
16 and distributed to Ferrari NA for sales and marketing purposes:

17 The 458 Italia offers even more efficient braking than the 8-cylinders that  
18 preceded it, delivering absolutely outstanding stopping distances (100-0  
km/h in 32.5 metres; 200-0 Km/h in 128 metres).

19 These values are the combined the *development and optimisation of*  
20 *braking system control logics in collaboration with Bosch®* to enhance  
21 grip and help the ECU to prevent the wheels from locking and the car from  
skidding . . .

22 See Ferrari 458 Italia Brochure, available at: [https://www.auto-](https://www.auto-brochures.com/ferrari.html)  
23 brochures.com/ferrari.html (created on Sep. 20, 2010) (emphasis added).

24 To cope with the demands of the car's increased performance, all of the  
25 components in the Brembo braking system have been evolved from the  
26 solutions introduced on the LaFerrari. The 458 Speciale sports Extreme  
27 Design calipers, new generation HT2 discs with a higher percentage of  
28 silicon, and smaller front pads made from HY hybrid material for improved  
heat dissipation which is also boosted by special channels in the bodywork  
and is crucial in extreme driving situations. The result is shorter stopping  
distances (100 – 0 km/h in 31 m) without any compromises in weight, and  
more consistent performance under severe use.

1 See Ferrari 458 Speciale Brochure, available at: [https://www.auto-](https://www.auto-brochures.com/ferrari.html)  
2 brochures.com/ferrari.html (created on Nov. 29, 2013).

3  
4 The 458 Spider also delivers *absolutely outstanding braking distances*  
5 (100-0 km/h in 32.8 metres; 200-0 km/h in 128.5). These superb figures  
6 come as a result of the *development and optimisation of control logics and*  
7 *systems in collaboration with Bosch*, the evolution of the Ferrari Pre-Fill  
8 logic to minimise response times, specific ABS calibration for medium-high  
9 grip situations, and the integration of E-DIFF3 and ABS control logics to  
10 guarantee both more precise vehicle speed estimation in braking under ABS,  
11 resulting in better control of braking torque, and greater stability. *The 458*  
12 *Spider's tyres were also specially developed with a particular focus on grip*  
13 *to bring them in line its superb braking system.*

14 See Ferrari 458 Spider Brochure, available at: [https://www.auto-](https://www.auto-brochures.com/ferrari.html)  
15 brochures.com/ferrari.html (created on Dec. 8, 2011) (emphasis added).

16  
17 *The 612 Scaglietti's braking system is particularly responsive and*  
18 *efficient*, thanks to the fact that it uses CCM (Carbon Ceramic Material)  
19 brake discs originally developed for use in Formula 1. Of course, Ferrari is  
20 the first and only constructor in the world to offer this system on its entire  
21 range. *The 612 Scaglietti's brakes are also highly resistant to fading and*  
22 *thus exceptionally effective in high-stress driving situations.*

23 See Ferrari 612 Scaglietti Brochure, available at: [https://www.auto-](https://www.auto-brochures.com/ferrari.html)  
24 brochures.com/ferrari.html (created on Mar. 1, 2008) (emphasis added).

25  
26 *[B]y its effectiveness and its reliability, even under the most extreme*  
27 *driving conditions.* Like all of the latest generation Ferraris, the Ferrari  
28 California is equipped with CCM (Carbon Ceramic Material) disks. Originally  
launched on the Enzo Ferrari supercar in 2002 and subsequently adopted on the  
Challenge Stradale, Ferrari has built up years of experience in this technology,  
accumulating know-how unique among sports car manufacturers. CCM brakes  
guarantee higher vehicle performances, as they have shorter response times  
and better performance consistency when the vehicle is used intensively. The  
disks are larger in diameter, with specific brake pads, which allows for  
higher thermal distribution and fatigue resistance, thus practically eliminating  
the phenomenon of fading. The brakes have a longer life and therefore lower  
running costs. Compared to a traditional system, the weight of the vehicle is  
reduced around 15 kg, mainly affecting the unsuspended weight of the vehicle,  
with as a result both improved handling and travelling comfort.

See Ferrari California Brochure, available at: [https://www.auto-](https://www.auto-brochures.com/ferrari.html)  
brochures.com/ferrari.html (created on Sep. 17, 2010) (emphasis added).

1 This technology has already been successfully employed on its road cars,  
2 starting with the Enzo Ferrari. The carbon ceramic discs are different  
3 diameters front and rear - 380 x 34 mm at the front with 6-pot callipers, and  
4 350 x 34 mm at the rear with 4-pot callipers. *Pedal travel is constant even  
5 under repeated braking, and fade has been eliminated even under hard  
6 track use.*

7 See Ferrari F430 Brochure, available at: <https://www.auto-brochures.com/ferrari.html>  
8 (created on Nov. 7, 2005) (emphasis added).

9 179. Defendants had a duty to disclose the Brake Defect because they touted the  
10 Class Vehicles' purported superior braking capabilities. This was a materially misleading  
11 partial disclosure that created a duty for Defendants to disclose the inherent risk  
12 associated with the defective braking systems.

13 180. Because Ferrari and Bosch did not warn Plaintiff or Class members of the  
14 Brake Defect, Plaintiff and Class members purchased and/or leased their Class Vehicle  
15 unaware of the Brake Defect.

16 181. If Plaintiff and Class Members had known of the Brake Defect, they would  
17 not have purchased their Class Vehicle. In addition, because of the Defendants' exclusive  
18 and superior knowledge of the Brake Defect, customers necessarily could not have  
19 discovered the Brake Defect by the exercise of reasonable care. Accordingly, Ferrari had  
20 a duty to disclose the existence of the Brake Defect from at least as early as the fatal crash  
21 in Hong Kong.

## 22 **VI. FRAUDULENT OMISSION ALLEGATIONS**

23 182. Absent discovery, Plaintiff is unaware of and unable, through reasonable  
24 investigation, to obtain the proper names and identities of those individuals at Ferrari and  
25 Bosch responsible for disseminating unfair, deceptive, and misleading marketing  
26 materials regarding the Class Vehicles. Defendants are necessarily in possession of all  
27 this information. Plaintiff's claims arise out of, among other things, Defendants'  
28 fraudulent omission of the Brake Defect.

183. Plaintiff alleges that at all relevant times, including specifically at the time  
he and Class members purchased their Class Vehicles, Ferrari and Bosch knew, should

1 have known, or were reckless in not knowing of the Brake Defect; Ferrari and Bosch had  
2 a duty disclose information material to a consumer, such as the Brake Defect, based upon  
3 their exclusive knowledge especially concerning a safety defect; but Ferrari and Bosch  
4 never disclosed the Brake Defect to Plaintiff, Class members, or the general public other  
5 than their inadequate recall of the Class Vehicles which fails to remedy the Brake Defect.

6 184. Plaintiff makes the following allegations as specific as reasonably possible:

7 (a) **Who:** Ferrari NA, Ferrari SpA, Bosch GmbH, and Bosch LLC as the  
8 agent/alter ego of Bosch GmbH, actively omitted the Brake Defect from Plaintiff and  
9 Class Members at all relevant times, up to and including at the point of sale. Defendants'  
10 agents should have and could have disclosed the Brake Defect due to their superior  
11 knowledge of the Brake Defect, which was exclusively in the control of Defendants prior  
12 to the Plaintiff and Class Members taking possession of their vehicles. As to Plaintiff  
13 himself, Ferrari and its authorized dealerships should have and could have disclosed the  
14 Brake Defect at the time of purchase or after that. The superior and exclusive knowledge  
15 of the manufacturers, especially for a sophisticated, high-end vehicle like a Ferrari,  
16 required the disclosure of important information about the safety and performance of the  
17 vehicle, as such information is uniquely within the control of the manufacturer and its  
18 agents and cannot be discovered until after purchase by the consumer. Defendants and  
19 their agents further had a duty to disclose the Brake Defect because they made incomplete  
20 representations about the safety and reliability of the Class Vehicles while purposefully  
21 withholding material facts from Plaintiff and Class Members that contradicted these  
22 representations.

23 (b) **What:** Ferrari and Bosch knew, should have known, or were reckless  
24 in not knowing that the Class Vehicles contained the Brake Defect despite their  
25 knowledge of the Brake Defect, which poses a safety threat to Plaintiff, Class Members,  
26 and the public and substantially affects the value and desirability of the Class Vehicles,  
27 Ferrari and Bosch failed to disclose the Brake Defect at the point of sale or after that and  
28

1 Ferrari made affirmative statements regarding the safety and braking performance of the  
2 Class Vehicles.

3 (c) **When:** Defendants' omissions began from the start of the Class  
4 Period (defined below) and continue to this day. Ferrari and Bosch have backpedaled  
5 following their initial disclosure that the Brake Defect concerns the braking assemblies  
6 manufactured by Bosch—instead attributing the loss of braking capability to a cap. As  
7 to Plaintiff himself, Defendants have continually omitted the true nature of the Brake  
8 Defect for the entirety of the relevant time period, including at the point of sale.

9 (d) **Where:** Ferrari and Bosch's omissions occurred in every  
10 communication they had with Plaintiff, Class members, and the general public. In fact,  
11 Ferrari and Bosch's omissions continue to this day. As to Plaintiff himself, Defendants'  
12 omissions occurred in every communication, including all communications that  
13 happened before, at the point of, and after they purchased a Class Vehicle.

14 (e) **How:** Ferrari and Bosch omitted and failed to disclose the Brake  
15 Defect to Plaintiff, Class members, or the general public at the point of sale or thereafter  
16 via a press release, permanent warnings affixed to the vehicles, direct mail campaign, or  
17 otherwise. As to Plaintiff himself, Ferrari and Bosch omitted and failed to disclose the  
18 Brake Defect on the Monroney Sticker, Certification Label, and accompanying vehicle  
19 documents or any other communication or point of sale document.

20 (f) **Why:** Ferrari omitted the Brake Defect in order to deceive Plaintiff,  
21 Class Members, and the general public into buying Class Vehicles for a premium value  
22 to maximize their profits and to avoid the significant expense of making the Class whole  
23 through fulsome damages. Furthering their goal to maximize profits, Ferrari and Bosch  
24 failed to notify Class members of the true nature of the Brake Defect to avoid expensive  
25 warranty claims and expenses related to replacing every brake system in every Class  
26 Vehicle.

27 (g) **Causation:** Because Ferrari nor Bosch never disclosed the Brake  
28 Defect, despite their extensive knowledge, Plaintiff and Class members purchased or

1 leased Class Vehicles that did not or will not safely brake and, as such, are worth less  
2 than one that does safely brake. Had Ferrari disclosed the Brake Defect, Plaintiff and  
3 other Class members would not have purchased or leased their Class Vehicle. Ferrari's  
4 omissions further devalue the Plaintiff's and Class Members' Class Vehicle and cause  
5 them to pay out-of-pocket for a complete fix for the Brake Defect.

## 6 **VII. TOLLING OF STATUTES OF LIMITATIONS**

7 185. Defendants were and remain under a continuing duty to disclose to Plaintiff  
8 and members of the Class the true character, quality, and nature of the Class Vehicles,  
9 that the Brake Defect is based on a poor design and/or substandard materials, and that  
10 the Brake Defect will require costly repairs by Bosch GmbH and Ferrari NA, poses a  
11 safety concern, and diminishes the resale value of the Class Vehicles.

12 186. As a result of this active concealment by Defendants, any applicable statutes  
13 of limitations otherwise applicable to the allegations herein have been tolled.

### 14 **A. Discovery Rule Tolling**

15 187. Class Members had no way of knowing about the Brake Defect and the other  
16 information concealed by Defendants.

17 188. Within the time period of any applicable statutes of limitation, Plaintiff and  
18 the Class Members could not have discovered through the exercise of reasonable  
19 diligence that Defendants were concealing the Brake Defect.

20 189. Plaintiff and the Class did not discover and did not know of facts that would  
21 have caused a reasonable person to suspect that Ferrari NA and Bosch GmbH, through  
22 its agent/alter ego Bosch LLC, did not report information within their knowledge to  
23 federal authorities (including NHTSA), their dealerships, repairs centers, or consumers,  
24 nor would a reasonable and diligent investigation have disclosed that Defendants had  
25 information in their possession about the existence and dangerousness of the Brake  
26 Defect and opted to conceal that information until shortly before this action was filed.

27 190. All applicable statutes of limitation have been tolled by operation of the  
28 discovery rule.

1           **B. Fraudulent Concealment Tolling**

2           191. All applicable statutes of limitation have also been tolled by Defendants’  
3 knowing and active fraudulent concealment and denial of the facts alleged herein  
4 throughout the time period relevant to this action.

5           192. Instead of disclosing the Brake Defect and disregard for the safety of which  
6 it was aware, Defendants falsely represented that Class Vehicles were safe, reliable, and  
7 of high quality and that they were a reputable manufacturer that stood behind the Class  
8 Vehicles that were on the road.

9           **C. Estoppel**

10           193. Defendants were under a continuous duty to disclose to Plaintiff and the  
11 other Class Members the true character, quality, and nature of the Brake Defect plaguing  
12 the Class Vehicles.

13           194. Defendants knowingly, affirmatively, and actively concealed the true  
14 nature, quality, and character of the Brake Defect from consumers.

15           195. Defendants were also under a continuous duty to disclose to Plaintiff and  
16 the Class that numerous incidents involving the Brake Defect plagued the Class Vehicles  
17 and that the Brake Defect systematically devalued the Class Vehicles and undermined  
18 safety.

19           196. Based on the preceding, Defendants are estopped from relying on any  
20 statutes of limitations in defense of this action.

21           **VIII. CLASS ACTION ALLEGATIONS**

22           197. The “Class Vehicles” are defined as follows: All Ferrari vehicles that are  
23 equipped with a braking system that may rupture and/or be subject to a leakage type of  
24 failure in any component of the service brake system, causing a partial or total loss of  
25 braking capability, including, but not limited to (1) vehicles containing the Defective  
26  
27  
28

1 Master Cylinder/Brake Booster Assembly; or (2) vehicles subject to the Cap and  
2 Warning Repair.<sup>72</sup>

3 198. The “Class Period” is defined as from the initial production date of Class  
4 Vehicles containing the Brake Defect to the present.

5 199. Plaintiff brings this action as a class action pursuant to Rule 23(2) and (b)(3)  
6 of the Federal Rules of Civil Procedure on behalf of himself and the following Class:

7 **California Class**

8 All persons or entities in the state of California who purchased or leased a  
9 Class Vehicle (“Class”).

10 Excluded from the Class are Defendants, their employees, officers, directors, legal  
11 representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliates of  
12 Defendants, Defendants’ dealers, Class Counsel and their employees, and the judicial  
13 officers and their immediate family members and associates court staff assigned to this  
14 case.

15 200. **Numerosity—Fed. R. Civ. P. 23(a)(1).** The Class is comprised of  
16 thousands of individuals who were Defendants’ customers, the joinder of which in one  
17 action would be impracticable. The exact number or identification of the Class Members  
18 is presently unknown. The identity of the Class Members is ascertainable and can be  
19 determined based on Defendants’ records. For example, many Class Members received  
20 a letter from Ferrari NA informing them of the Brake Defect, which was addressed to  
21

---

22 <sup>72</sup> The Class Vehicles recalled to date include those from NHTSA Recall Nos. 21V-833 and 22V-  
23 536, and include, but are not limited to, models: 2016-2019 Ferrari 488 Spider; 2019-2020 488 Pista  
24 Spider; 2010-2015 Ferrari 458 Italia; 2014-2015 Ferrari 458 Speciale; 2008-2009 Ferrari 430 Scuderia;  
25 2005-2009 Ferrari 430 Spider; 2022 Ferrari 812 Competizione; 2005-2009 Ferrari 430; 2005-2011  
26 Ferrari 612 Scaglietti; 2009-2017 Ferrari California; 2010-2011 Ferrari 612; 2012-2016 Ferrari FF;  
27 2013-2017 Ferrari F12 Berlinetta; 2013-2015 Ferrari LaFerrari; 2015-2017 Ferrari California T; 2016  
28 Ferrari F60 America; 2017 Ferrari F12 TDF; 2020-2022 Ferrari F8; 2016-2019 Ferrari 488 GTB; 2012-  
2015 Ferrari 458 Spider; 2015 Ferrari 458 Speciale Aperta; 2005-2009 Ferrari 430 Coupe; 2009 430  
Scuderia Spider; 2005-2009 Ferrari 430 Spider; 2020-2022 Ferrari 812; 2018-2022 Ferrari 812  
Superfast; 2020-2021 Ferrari 812 GTS; 2017 Ferrari LaFerrari Aperta; 2017-2020 Ferrari GTC4 Lusso;  
2018-2020 Ferrari GTC4 Lusso T; 2019-2022 Ferrari Portofino; 2020-2022 Ferrari 812; 2019-2020  
Ferrari 488 Pista; 2020-2022 Ferrari F8 Spider; 2020-2022 Ferrari F8 Tributo; and 2021-2022 Ferrari  
Roma.



1 them, contained the VIN Number of their Class Vehicle, and was delivered to their home  
2 address. Ferrari SpA also, as recently as 2023, contacted Class Members directly to  
3 update each Class Member on the modification or update of Ferrari’s privacy policies.

4 **201. Predominance of Common Questions—Fed. R. Civ. P. 23(a)(2),**  
5 **23(b)(3).** The questions of law and fact common to the Class predominate over questions  
6 affecting only individual Class Members and include, but are not limited to, the  
7 following:

- 8 (a) Whether the Class Vehicles have the Brake Defect;
- 9 (b) Whether the Defendants have engaged in unfair and/or deceptive  
10 trade practices by failing to disclose the material fact that the Class  
11 Vehicles have the Brake Defect;
- 12 (c) Whether Defendants have engaged in unfair and/or deceptive trade  
13 practices by selling the Class Vehicles with a Brake Defect;
- 14 (d) Whether Defendants knew or should have known about the Brake  
15 Defect in the Class Vehicles before making the Class Vehicles  
16 available for purchase and use by Plaintiff and the Class;
- 17 (e) Whether Defendants owed a duty to Plaintiff and the Class to exercise  
18 reasonable and ordinary care in the testing, design, production,  
19 manufacture, warranting, and marketing of the Class Vehicles;
- 20 (f) Whether Defendants breached their duties to Plaintiff and the Class  
21 to exercise reasonable and ordinary care in the testing, design,  
22 production, manufacturer, warranting, and marketing of the Class  
23 Vehicles;
- 24 (g) Whether Defendants breached their duties to Plaintiff and the Class  
25 by failing to promptly withdraw the Class Vehicles from the  
26 marketplace or take other appropriate remedial action;
- 27 (h) Whether the Class Vehicles failed to perform in accordance with the  
28 reasonable expectations of ordinary consumers such as Plaintiff and

1 the Class;

2 (i) Whether Defendants' Class Vehicles fail to perform as advertised or  
3 warranted;

4 (j) Whether Plaintiff and the Class are entitled to compensatory and/or  
5 actual damages, including but not limited to the cost to repair the  
6 Class Vehicles, remove and replace the defective brakes, as well as  
7 damages at the point of sale of the Class Vehicles;

8 (k) Whether Defendants concealed material facts from their  
9 communications and disclosures to Plaintiff and the Class regarding  
10 the Brake Defect in the Class Vehicles;

11 (l) Whether, as a result of Defendants' conduct, Plaintiff and the Class  
12 have suffered damages and, if so, the appropriate amount thereof; and

13 (m) Whether Plaintiff and the Class are entitled to treble damages and/or  
14 punitive damages or other relief.

15 202. **Typicality—Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of those  
16 of the Class in that Plaintiff, like all Class Members, overpaid for a Class Vehicle  
17 containing the Brake Defect. Plaintiff and Class Members have experienced problems  
18 with their Class Vehicles or damages from purchasing their Class Vehicles consistent  
19 with those experienced by other Class Members. Plaintiff has suffered damages in the  
20 form of costs to replace and repair brake components in his Class Vehicle, as well as  
21 overpaying for his Class Vehicle at the point of sale, and such damages that are consistent  
22 with those suffered by Class Members.

23 203. **Adequacy—Fed. R. Civ. P. 23(a)(4); 23(g)(1).** Plaintiff is an adequate  
24 representative of the Class because he fits within the class definition and his interests do  
25 not conflict with the interests of the members of the Class he seeks to represent. Plaintiff  
26 is represented by experienced Class Counsel. Class Counsel has litigated numerous class  
27 actions, and Plaintiff's counsel intends to prosecute this action vigorously for the benefit  
28 of the entire Class. Plaintiff and Class Counsel can fairly and adequately protect the

1 interests of all Members of the Class.

2       204. **Superiority—Fed. R. Civ. P. 23(b)(3).** A class action is the best available  
3 method for the efficient adjudication of this litigation because individual litigation of  
4 Class Members’ claims would be impracticable, and individual litigation would be  
5 unduly burdensome to the courts. Plaintiff and members of the Class have suffered  
6 irreparable harm as a result of Defendants’ bad faith, fraudulent, deceitful, unlawful, and  
7 unfair conduct. Because of the size of the individual Class Members’ claims, no Class  
8 Member could afford to seek legal redress for the wrongs identified in this Complaint.  
9 Without the class action vehicle, the Class would have no reasonable remedy and would  
10 continue to suffer losses as Defendants continue to engage in bad faith, unlawful, unfair,  
11 and deceptive conduct that is the subject of this Complaint, and Defendants would be  
12 permitted to retain the proceeds of their violations of law. Further, individual litigation  
13 has the potential to result in inconsistent or contradictory judgments. A class action, in  
14 this case, presents fewer management problems and provides the benefits of single  
15 adjudication, economies of scale, and comprehensive supervision by a single court.

16       205. Plaintiff and the Class do not anticipate any difficulty in the management of  
17 this litigation.

18 **IX. COUNTS BASED ON CALIFORNIA COMMON LAW**

19                   **COUNT 1: FRAUD BY CONCEALMENT OR OMISSION**  
20                   **AGAINST ALL DEFENDANTS**

21       206. Plaintiff realleges and incorporates by reference paragraphs 1 through 205  
22 as though fully set forth herein.

23       207. Plaintiff brings this claim on behalf of himself and the Class under  
24 California’s common law of fraudulent concealment. Defendants are liable for both  
25 fraudulent concealment and non-disclosure.

26       208. Defendants knew or should have known the braking system in the Class  
27 Vehicles was defective in design and that the Brake Defect can cause partial or complete  
28 brake failure.

1           209. Defendants knew or should have known the Brake Defect is a dangerous  
2 safety defect that can cause severe injury or death to Plaintiff and Class Members.

3           210. Defendants had exclusive and superior knowledge concerning the Brake  
4 Defect that a reasonable consumer would be unable to discover after a reasonable  
5 investigation. Defendants also knew that reasonable consumers expect vehicles to have  
6 a fully functional braking system and would rely on that fact in deciding whether to  
7 purchase or lease a new or used motor vehicle.

8           211. Defendants made incomplete representations about the safety and reliability  
9 of the Class Vehicles while purposefully withholding material facts from Plaintiff and  
10 Class Members that contradicted these representations.

11           212. Defendants have still not made complete and adequate disclosure and  
12 continue to conceal material information regarding the Brake Defect.

13           213. Defendants' concealment and suppression of material facts, in whole or in  
14 part, is to maintain a luxury market for their vehicles or a profitable partnership, to protect  
15 their profits, and to avoid recalls that would damage the brands' reputation and have high  
16 costs.

17           214. Through their omissions regarding the Brake Defect within the Class  
18 Vehicles, Defendants intended to induce, and did induce, Plaintiff and the other members  
19 of the Class to either purchase a Class vehicle that they otherwise would not have  
20 purchased or pay more for a Class Vehicle than they otherwise would have paid.

21           215. Defendants are liable to Plaintiff and the Class for damages in an amount to  
22 be proven at trial, including, but not limited to, their lost overpayment for the Class  
23 Vehicles at the time of purchase or lease.

24           216. Defendants' misconduct warrants an assessment of punitive damages in an  
25 amount sufficient to deter such conduct in the future, which amount shall be determined  
26 according to proof at trial.

27  
28

**COUNT 2: NEGLIGENT MISREPRESENTATION  
AGAINST FERRARI NA AND FERRARI SPA**

1  
2 217. Plaintiff realleges and incorporates by reference paragraphs 1 through 205  
3 as though fully set forth herein.

4 218. Plaintiff asserts this Negligent Misrepresentation Count on behalf of himself  
5 and the Class under California's common law of negligent misrepresentation.

6 219. Ferrari NA and Ferrari SpA knew or should have known the braking system  
7 in the Class Vehicles was defective in design and that the Brake Defect can cause partial  
8 or complete brake failure.

9 220. Ferrari NA and Ferrari SpA knew or should have known the Brake Defect  
10 is a dangerous safety defect that can cause severe injury or death to Plaintiff and Class  
11 Members.

12 221. Ferrari NA and Ferrari SpA had exclusive and superior knowledge  
13 concerning the Brake Defect that a reasonable consumer would be unable to discover  
14 after a reasonable investigation. Ferrari NA and Ferrari SpA also knew that reasonable  
15 consumers expect vehicles to have a fully functional braking system and would rely on  
16 that fact in deciding whether to purchase or lease a new or used motor vehicle.

17 222. Ferrari NA and Ferrari SpA made incomplete representations about the  
18 safety and reliability of the Class Vehicles while purposefully withholding material facts  
19 from Plaintiff and Class Members that contradicted these representations.

20 223. Ferrari NA and Ferrari SpA negligently misrepresented, in Monroney  
21 Labels, certification labels, owners' manuals, maintenance schedules, online, to their  
22 representatives and elsewhere, the standard, quality, or grade of the Class Vehicles and  
23 the fact that the braking system installed in the Class Vehicles is defective.

24 224. Plaintiff and Class members justifiably relied upon Ferrari NA's and Ferrari  
25 SpA's negligent misrepresentations of material facts.

26 225. Plaintiff and Class members would not have purchased the Class Vehicles  
27 but for Ferrari NA's and Ferrari SpA's negligent misrepresentations of material facts  
28

1 regarding the nature and quality of the Class Vehicles and the existence of the Brake  
2 Defect and corresponding safety risk.

3 226. As a direct result of Ferrari NA's and Ferrari SpA's negligent conduct,  
4 Plaintiff and Class members have suffered actual damages and ascertainable loss to be  
5 determined at trial.

6 **COUNT 3: UNJUST ENRICHMENT**  
7 **AGAINST ALL DEFENDANTS<sup>73</sup>**

8 227. Plaintiff realleges and incorporates by reference paragraphs 1 through 205  
9 as though fully set forth herein.

10 228. Plaintiff asserts this Unjust Enrichment Count on behalf of himself and the  
11 Class under California's common law of unjust enrichment.

12 229. Plaintiff and Class Members directly or indirectly conferred a benefit on  
13 Defendants by overpaying for Class Vehicles at prices that were artificially inflated by  
14 Defendants' concealment of the Brake Defect and misrepresentations regarding the Class  
15 Vehicles' safety.

16 230. As a result of Defendants' fraud and deception, Plaintiff and Class members  
17 were not aware of the facts concerning the Class Vehicles and did not benefit from  
18 Defendants' misconduct.

19 231. Defendants knowingly benefitted from their unjust conduct. They sold and  
20 leased Class Vehicles equipped with a Brake Defect for more than what the vehicles were  
21 worth, at the expense of Plaintiff and Class members.

22 232. Defendants readily accepted and retained these benefits from Plaintiff and  
23 Class Members.

24 233. It is inequitable and unconscionable for Defendants to retain these benefits  
25 because they misrepresented that the Class Vehicles were safe and intentionally  
26 concealed, suppressed, and failed to disclose the Brake Defect to consumers.

---

27 <sup>73</sup> Plaintiff brings this count against Bosch GmbH, and Bosch LLC as the agent/alter ego of Bosch  
28 GmbH, based on its omissions and concealment of material facts only.

1           234. Plaintiff and Members of the Class would not have purchased the Class  
2 Vehicles had they been informed of the Brake Defect.

3           235. Plaintiff and Class Members do not have an adequate remedy at law.

4           236. Equity cannot in good conscience permit the Defendants to retain the  
5 benefits that they derived from Plaintiff and Class Members through unjust and unlawful  
6 acts, and therefore, restitution or disgorgement of the amount of the Defendants' unjust  
7 enrichment is necessary.

8 **X. COUNTS BASED ON CALIFORNIA STATUTORY LAW**

9           **COUNT 4: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
10                           **CAL. COM. CODE §§ 2314 AND 10212**  
11                           **AGAINST FERRARI NA AND FERRARI SPA**

12           237. Plaintiff realleges and incorporates by reference paragraphs 1 through 205  
13 as though fully set forth herein.

14           238. Plaintiff brings this count under California law, individually and on behalf  
15 of the members of the Class.

16           239. The Class Vehicles are “goods” under Cal. Com. Code §§ 2105(1) and  
17 10103(a)(8).

18           240. Plaintiff and Class Members are “buyers” and “lessees” of the Class  
19 Vehicles under Cal. Com. Code §§ 2103(1)(a) and 10103(a)(14).

20           241. Ferrari NA and Ferrari SpA are “merchants,” “sellers,” and “lessors” under  
21 Cal. Com. Code §§ 2104(1), 10103(c), and 10103(a)(16).

22           242. California law conferred an implied warranty that the Class Vehicles were  
23 in merchantable condition and fit for the ordinary purpose for which they were to be used  
24 pursuant to Cal. Com. Code §§ 2314 and 10212.

25           243. Plaintiff and Class Members purchased or leased Class Vehicles designed,  
26 manufactured, warranted, marketed to them, and intended to be purchased or leased by  
27 consumers such as them. At all relevant times, Ferrari NA and/or Ferrari SpA was the  
28 merchant, manufacturer, warrantor, and/or seller of the Class Vehicles.

1           244. Ferrari NA and Ferrari SpA made affirmations of fact, including that its  
2 Class Vehicles were durable, reliable, and dependable and that the braking system would  
3 operate correctly. These affirmations created an implied warranty that the Class Vehicles  
4 conformed to Ferrari’s affirmations of fact. The Class Vehicles, however, are not durable,  
5 reliable, or dependable; instead, the Brake Defect, in reality, causes the vehicles to lose  
6 braking capability during regular operation suddenly.

7           245. The Class Vehicles are not merchantable, and as such, Ferrari NA and  
8 Ferrari SpA breached their implied warranties because at the time of sale and all times  
9 thereafter:

- 10           (a) The Class Vehicles would not pass without objection in the  
11 automotive trade given the Brake Defect;
- 12           (b) The Brake Defect renders the Class Vehicles unsafe to drive and unfit  
13 for ordinary purposes;
- 14           (c) The Class Vehicles and the brake systems therein were inadequately  
15 labeled as safe and reliable, and the labeling failed to disclose the  
16 Brake Defect; and
- 17           (d) The Class Vehicles do not conform to their labeling, which represents  
18 that the vehicles are safe and suitable for their intended use.

19           246. Plaintiff and Class Members timely provided Ferrari NA and Ferrari SpA  
20 notice of the issues raised in this count and this Complaint and an opportunity to cure on  
21 July 12, 2023. *See* Exs. B, C.

22           247. Alternatively, Plaintiff and Class Members were excused from providing  
23 Ferrari NA and Ferrari SpA with notice and an opportunity to cure the breach because it  
24 would have been futile. As alleged above, Ferrari NA and Ferrari SpA have long known  
25 that the Class Vehicles contained the Brake Defect and that the Brake Defect has caused  
26 brake systems to malfunction in crashes involving the Class Vehicles; however, to date,  
27 Ferrari NA and Ferrari SpA have not instituted an adequate recall or any other repair  
28



1 program with respect to the Defective Master Cylinder / Brake Booster Assembly or even  
2 acknowledged that the Brake Defect exists in all of those Class Vehicles.

3 248. Plaintiff, individually and on behalf of Class Members, seeks all available  
4 monetary damages (including actual, compensatory, and punitive damages), injunctive  
5 and equitable relief, and attorneys' fees and costs.

6 **COUNT 5: VIOLATIONS OF THE SONG-BEVERLY CONSUMER**  
7 **WARRANTY ACT**  
8 **CAL. CIV. CODE § 1790, et seq.**  
9 **AGAINST FERRARI NA AND FERRARI SPA**

10 249. Plaintiff realleges and incorporates by reference paragraphs 1 through 205  
11 as though fully set forth herein.

12 250. Plaintiff brings this count under California law, individually and on behalf  
13 of the members of the Class.

14 251. Cal. Civ. Code § 1792 provides that, unless properly disclaimed, every sale  
15 of consumer goods is accompanied by an implied warranty of merchantability. Ferrari  
16 NA and Ferrari SpA did not at any time properly disclaim the warranty.

17 252. The Class Vehicles are “consumer goods” under Cal. Civ. Code § 1791(a).

18 253. Plaintiff and Class Members are “buyers” and “lessees” under Cal. Civ.  
19 Code §§ 1791(b) and (h). Ferrari NA and Ferrari SpA are the “manufacturers,” “sellers,”  
20 and “lessors” of the Class Vehicles under Cal. Civ. Code §§ 1791(i), (j), and (l).

21 254. Ferrari NA and Ferrari SpA knew of the particular purposes for which the  
22 Class Vehicles and the Brake Defect were intended and impliedly warranted to Plaintiff  
23 and Class Members that the Class Vehicles (all of which were equipped with a Defective  
24 Master Cylinder / Brake Booster Assembly) were “merchantable” under Cal. Civ. Code  
25 §§ 1791.1(a) & 1792.

26 255. The Class Vehicles are not merchantable, and as such Ferrari NA and Ferrari  
27 SpA breached their implied warranties, because:  
28

- 1 (a) The Class Vehicles would not pass without objection in the  
2 automotive trade because they are equipped with a Defective Master  
3 Cylinder / Brake Booster Assembly;
- 4 (b) The Brake Defect renders the vehicles unsafe to drive and unfit for  
5 ordinary purposes;
- 6 (c) The Class Vehicles and the brake systems therein were inadequately  
7 labeled as safe and reliable, and the labeling failed to disclose the  
8 Brake Defect; and
- 9 (d) The Class Vehicles do not conform to their labeling, which represents  
10 that the vehicles are safe and suitable for their intended use.

11 256. Ferrari NA and Ferrari SpA breached the implied warranty at the time of  
12 Plaintiff's presentment of his Class Vehicle at Ferrari of San Diego. Ferrari of San Diego  
13 represented that Plaintiff's Class Vehicle was of a particular standard, quality, or grade,  
14 *i.e.*, that the vehicle had properly functioning brakes, when it did not. As a result, Plaintiff  
15 was harmed from the costs of repair, parts, and labor for his Class Vehicle by Ferrari NA  
16 and Ferrari SpA's breach of warranty, in that he was forced to pay for the repairs to his  
17 vehicle out-of-pocket.

18 257. Plaintiff and Class Members received the Class Vehicles in a condition  
19 which substantially diminishes their value, and which prevents the vehicles from safely  
20 and properly functioning. As a result of Ferrari NA's and Ferrari SpA's failure to comply  
21 with their statutory obligations, Plaintiffs are entitled to damages and other legal and  
22 equitable relief, including, at their election, the purchase price of their vehicles, costs of  
23 repair, or the overpayment or diminution in value of their vehicles.

24 258. Plaintiff, individually and on behalf of Class Members, seeks all available  
25 monetary damages (including actual, compensatory, and punitive damages), injunctive  
26 and equitable relief, and attorneys' fees and costs.

27

28

1                   **COUNT 6: VIOLATIONS OF CALIFORNIA’S CONSUMER LEGAL**  
2                                   **REMEDIES ACT**  
3                                   **CAL. CIV. CODE § 1750, *et seq.***  
4                                   **AGAINST FERRARI NA AND FERRARI SPA**

5                   259. Plaintiff realleges and incorporates by reference paragraphs 1 through 205  
6 as though fully set forth herein.

7                   260. Plaintiff brings this count under California law, individually and on behalf  
8 of the members of the Class.

9                   261. Ferrari NA and Ferrari SpA are “persons” under Cal. Civ. Code § 1761(c).

10                  262. Plaintiff and Class Members are “consumers” under Cal. Civ. Code §  
11 1761(d) because they purchased the Class Vehicles primarily for personal, family, or  
12 household use or sought personal services from Ferrari authorized dealerships.

13                  263. The purchase of the Class Vehicles and/or performance of the implied  
14 warranties by Plaintiff and Class Members constitute “transactions” within the meaning  
15 of Cal. Civ. Code § 1761(e).

16                  264. The Class Vehicles are “goods” under Cal. Civ. Code § 1761(a).

17                  265. Ferrari NA’s and Ferrari SpA’s violations of the CLRA occurred repeatedly  
18 in their trade or practice—including the design, manufacture, distribution, marketing,  
19 sale, and lease of the Defective Master Cylinder / Brake Booster Assembly and the Class  
20 Vehicles.

21                  266. Ferrari NA and Ferrari SpA, through their agents, employees, and/or  
22 subsidiaries, violated the CLRA by knowingly and intentionally misrepresenting,  
23 omitting, concealing, and/or failing to disclose material facts regarding the reliability,  
24 safety, and performance of the Class Vehicles and the Brake Defect, as detailed above.

25                  267. Ferrari NA and Ferrari SpA violated the CLRA at the time of Plaintiff’s  
26 presentment of his Class Vehicle at Ferrari of San Diego. Ferrari of San Diego  
27 represented that Plaintiff’s Class Vehicle was of a particular standard, quality, or grade,  
28 *i.e.*, that the vehicle had properly functioning brakes, when it did not. As a result, Plaintiff  
was harmed from the costs of repair, parts, and labor for his Class Vehicle by Ferrari NA

1 and Ferrari SpA's unfair or deceptive acts, in that he was forced to pay for the repairs to  
2 his vehicle out-of-pocket.

3 268. Ferrari NA and Ferrari SpA also had an ongoing duty to Plaintiff and Class  
4 Members to refrain from unfair or deceptive practices under the CLRA in the course of  
5 their business. Specifically, Ferrari NA and Ferrari SpA owed Plaintiff and Class  
6 Members a duty to disclose all the material facts concerning the Brake Defect in the Class  
7 Vehicles because:

- 8 (a) Given Ferrari NA's and Ferrari SpA's role in the design,  
9 manufacture, testing, and sale of Class Vehicles and Defective Master  
10 Cylinder / Brake Booster Assembly, and their experience and  
11 knowledge as experts and long-time veterans of the automotive  
12 industry, they possessed exclusive access to and were in a superior  
13 position to know the true facts about the Brake Defect;
- 14 (b) Given the Brake Defect's hidden and technical nature, Plaintiff and  
15 Class Members lack the sophisticated expertise in vehicle  
16 components and technology that would be necessary to discover the  
17 Brake Defect on their own;
- 18 (c) Ferrari NA and Ferrari SpA knew that the Defective Master Cylinder  
19 / Brake Booster Assembly gave rise to serious safety concerns for the  
20 consumers who purchased and leased the Class Vehicles;
- 21 (d) The Brake Defect poses a severe risk of harm in that, among other  
22 things, Class Vehicles may entirely lose braking capability, causing  
23 severe and potentially fatal injuries;
- 24 (e) Ferrari NA and Ferrari SpA knew about and investigated the Brake  
25 Defect, but then did not notify consumers about it, failed to  
26 adequately disclose the Brake Defect to consumers and NHTSA, and  
27 Ferrari NA and Ferrari SpA did not launch a comprehensive recall for  
28 the Class Vehicles, all of which individually and together deprived

1 Plaintiffs of an opportunity that otherwise could have led them to  
2 discover the truth about the Brake Defect in their Class Vehicles; and  
3 (f) Ferrari NA and Ferrari SpA made, helped to make, or conspired to  
4 make incomplete representations about the safety and reliability of  
5 the Class Vehicles and their brakes, while purposefully withholding  
6 material facts about a known safety defect. Because they volunteered  
7 to provide information about the Class Vehicles that they marketed  
8 and offered for sale and lease to consumers, Ferrari NA and Ferrari  
9 SpA had the duty to disclose the whole truth.

10 269. By misrepresenting the Class Vehicles as safe and reliable and the brakes  
11 installed in them as properly functioning and free from defects, and/or by failing to  
12 disclose and actively concealing the dangers and risk posed by the Brake Defect to both  
13 consumers and NHTSA, Ferrari NA and Ferrari SpA engaged in one or more of the  
14 following unfair or deceptive business practices as defined in Cal. Civ. Code § 1770(a):

- 15 (a) Representing that the Class Vehicles and/or the Brake Defect had a  
16 characteristic that they did not actually have—*i.e.*, that the vehicles  
17 were safe and suitable for use on the road, when, in fact, they were  
18 not because their braking systems were defectively designed such that  
19 they had an unreasonably dangerous propensity to leak brake fluid  
20 resulting in the partial or total loss of braking capability, causing  
21 severe and fatal injuries;
- 22 (b) Representing that the Class Vehicles and the Defective Master  
23 Cylinder / Brake Booster Assembly installed in them were of a  
24 particular quality, grade, or standard when, in fact, they were not of  
25 that quality, grade, or standard;
- 26 (c) Concealing and failing to disclose that the Class Vehicles' braking  
27 systems were inherently defective, defectively designed, and not  
28

1 suitable for their intended use despite advertising them as safe and  
2 suitable for their intended function; and

3 (d) Failing to market, distribute, sell, and lease the Class Vehicles  
4 equipped with a Defective Master Cylinder / Brake Booster Assembly  
5 in accordance with Ferrari NA's and Ferrari SpA's previous  
6 representations—i.e., that the Class Vehicles were safe and suitable  
7 for their intended use, when, in fact, they were not because of the  
8 Brake Defect.

9 Cal. Civ. Code §§ 1770(a)(5), (7), (9), and (16).

10 270. Ferrari NA's and Ferrari SpA's unfair or deceptive acts or practices,  
11 including their misrepresentations, concealments, omissions, and/or suppressions of  
12 material facts, were designed to mislead and had a tendency or capacity to mislead and  
13 create a false impression in consumers that the Class Vehicles had properly-functioning  
14 and reliable brake systems. Indeed, those misrepresentations, concealments, omissions,  
15 and suppressions of material facts did in fact deceive reasonable consumers, including  
16 Plaintiff and Class Members, about the true safety and reliability of the Class Vehicles  
17 and/or the Defective Master Cylinder / Brake Booster Assembly installed in them, the  
18 quality of the Class Vehicles, and the true value of the Class Vehicles.

19 271. Ferrari NA and Ferrari SpA intended for Plaintiff and Class Members to rely  
20 on their misrepresentations, omissions, and concealment—which they did by purchasing  
21 and leasing the Class Vehicles at the prices they paid believing that their vehicles would  
22 not have a Brake Defect that would affect the quality, reliability, and safety of the Class  
23 Vehicles and their brake systems.

24 272. Ferrari NA's and Ferrari SpA's misrepresentations, concealments,  
25 omissions, and suppressions of material facts regarding the Brake Defect and true  
26 characteristics of the Class Vehicles were material to the decisions of Plaintiff and Class  
27 Members to purchase and lease those vehicles, as Ferrari NA and Ferrari SpA intended.  
28 Plaintiff and Class Members were exposed to those misrepresentations, concealments,

1 omissions, and suppressions of material facts, and relied on Ferrari NA's and Ferrari  
2 SpA's misrepresentations that the Class Vehicles and their brake systems were safe and  
3 reliable in deciding to purchase and lease the Class Vehicles.

4 273. Plaintiffs' and Class Members' reliance was reasonable, as they had no way  
5 of discerning that Ferrari NA's and Ferrari SpA's representations were false and  
6 misleading, or otherwise learning the facts that Ferrari NA and Ferrari SpA had  
7 concealed or failed to disclose. Plaintiff and Class Members did not, and could not,  
8 unravel Ferrari NA's and Ferrari SpA's deception on their own.

9 274. Had they known the truth about the Brake Defect, Plaintiff and Class  
10 Members would not have purchased or leased the Class Vehicles, or would have paid  
11 significantly less for them.

12 275. As a direct and proximate result of Ferrari NA's and Ferrari SpA's deceptive  
13 practices, Plaintiff and Class Members have sustained economic injury and loss—either  
14 by purchasing a vehicle they otherwise would not have purchased or paying for the costs  
15 of repair or paying more than they otherwise would have as a result of Ferrari NA's and  
16 Ferrari SpA's actions and omissions alleged above—that first occurred at the time each  
17 Class Vehicle was purchased or leased.

18 276. Ferrari NA's and Ferrari SpA's violations present a continuing risk to  
19 Plaintiff and Class Members, as well as to the general public, because the Class Vehicles  
20 remain unsafe due to the Brake Defect therein. Ferrari NA's and Ferrari SpA's unlawful  
21 acts and practices complained of herein affect the public interest.

22 277. Plaintiff and Class Members timely provided Ferrari NA and Ferrari SpA  
23 notice of the issues raised in this count and this Complaint and an opportunity to cure  
24 pursuant to Cal. Civ. Code § 1782 on July 12, 2023. See Exs. B, C. Because Ferrari NA  
25 and Ferrari SpA failed to adequately remedy their unlawful conduct within the requisite  
26 time period, Plaintiff seeks all damages and relief to which Plaintiff and Class Members  
27 are entitled.

28

1 278. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff and Class Members seek an  
2 order enjoining the above unfair or deceptive acts or practices and awarding actual  
3 damages, treble damages, restitution, attorneys' fees, and any other just and proper relief  
4 available under the CLRA against all Ferrari NA and Ferrari SpA.

5 279. Attached hereto as Exhibit E is a venue affidavit required by the CLRA, Cal.  
6 Civ. Code § 1780(d).

7 **COUNT 7: VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
8 **CAL. BUSINESS & PROFESSIONS CODE § 17200, *et seq.***  
9 **AGAINST ALL DEFENDANTS<sup>74</sup>**

10 280. Plaintiff realleges and incorporates by reference paragraphs 1 through 205  
11 as though fully set forth herein.

12 281. Plaintiff brings this count under California law, individually and on behalf  
13 of the members of the Class.

14 282. Defendants engaged in unlawful, unfair, and/or fraudulent conduct under  
15 the California UCL, California Business & Professions Code § 17200, *et seq.*, by  
16 omitting that the Class Vehicles contained the Brake Defect, whereby the Class Vehicles  
17 do not meet reasonable consumer expectations for a motor vehicle marketed as luxury  
18 and high-performance—nor reasonable consumer expectations for any motor vehicle—  
19 when the brakes may fail in ordinary driving situations.

20 283. Defendants' conduct is unlawful in that it violates the consumer protection  
21 and common laws in California as described herein.

22 284. Defendants' conduct is unfair in that it offends established public policy  
23 and/or is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to  
24 Plaintiff, and California consumers. The harm to Plaintiff arising from Defendants'  
25 conduct outweighs any legitimate benefit Defendants derived from the conduct.

---

26  
27  
28 <sup>74</sup> Plaintiff brings this count against Bosch GmbH, and Bosch LLC as the agent/alter ego of  
Bosch GmbH, based on its omissions and concealment of material facts only.



1           285. Ferrari’s advertising actions and practices with regard to the Class Vehicles  
2 constitute “fraudulent” business practices in violation of the UCL because, among other  
3 things, they are likely to deceive reasonable consumers.

4           286. As a direct and proximate result of Defendants’ violations, Plaintiff suffered  
5 injury in fact because he purchased a Ferrari Class Vehicle that contained the Brake  
6 Defect.

7           287. Plaintiff seeks (a) injunctive relief in the form of an order requiring Ferrari  
8 to cease the acts of unfair competition alleged here and to remedy the Brake Defect; (b)  
9 the payment of Plaintiffs’ attorneys’ fees and costs pursuant to, *inter alia*, California  
10 Code of Civil Procedure Section 1021.5; and (c) interest at the highest rate allowable by  
11 law. Plaintiff also seeks restitution for himself and Class Members.

12 **XI. PRAYER FOR RELIEF**

13           WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for  
14 judgment against Defendants, granting the following relief:

15           a. An order certifying this case as a class action and appointing Plaintiff’s  
16 counsel to represent the Class and Plaintiff as a representative of the Class;

17           b. All recoverable compensatory and other damages sustained by Plaintiff and  
18 the Class;

19           c. Actual, treble, punitive, and/or statutory damages for injuries suffered by  
20 Plaintiff and the Class in the maximum amount permitted by applicable law;

21           d. An order (1) requiring Defendants to cease their wrongful conduct as set  
22 forth above immediately; (2) enjoining Defendants from continuing to conceal material  
23 information about the Brake Defect of the Class Vehicles; and (3) requiring Defendants  
24 to refund to Plaintiff and all members of the Class the funds paid to Defendants for the  
25 Class Vehicles, and/or repairs resulting from the Brake Defect;

26           e. Payment of reasonable attorneys’ fees and costs, as may be allowable under  
27 applicable law; and

28           f. Such other relief as the Court may deem just and proper.

**XII. DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all causes of action so triable.

Dated: March 18, 2024

Respectfully submitted:

Michael J. Flannery (SBN 196266)  
**CUNEO GILBERT &  
LADUCA, LLP**  
Two CityPlace Drive  
St. Louis, MO 63141  
T: 314-226-1015  
mflannery@cuneolaw.com

/s Amber L. Eck  
Amber L. Eck (SBN 177882)  
**HAEGGQUIST & ECK, LLP**  
225 Broadway, Suite 2050  
San Diego, CA 92101  
T: 619-342-8000  
ambere@haelaw.com

Gary K. Burger (*pro hac vice  
forthcoming*)  
**BURGER LAW, LLC**  
500 North Broadway  
Suite 1860  
St. Louis, MO 63102  
T: 314-542-2222  
gary@burgerlaw.com

James E. Cecchi (*pro hac vice  
forthcoming*)  
Caroline F. Bartlett (*pro hac vice  
forthcoming*)  
Jordan M. Steele (*pro hac vice  
forthcoming*)  
**CARELLA BYRNE CECCHI  
BRODY & AGNELLO, P.C.**  
5 Becker Farm Road  
Roseland, NJ 07068  
T: 973-994-1700  
jcecchi@carellabyrne.com  
cbartlett@carellabyrne.com  
jsteele@carellabyrne.com

Charles J. LaDuca (*pro hac vice  
forthcoming*)  
Alexandra C. Warren (*pro hac vice  
forthcoming*)  
**CUNEO GILBERT &  
LADUCA, LLP**  
4725 Wisconsin Avenue, NW  
Suite 200  
Washington, DC 20016  
T: 202-789-3960  
charles@cuneolaw.com  
awarren@cuneolaw.com

Zachary S. Bower (*pro hac vice  
forthcoming*)  
**CARELLA BYRNE CECCHI  
BRODY & AGNELLO, P.C.**  
2222 Ponce De Leon Blvd.  
Miami, FL 33134  
T: 973-994-1700  
zbower@carellabyrne.com

W. Daniel "Dee" Miles, III (*pro hac  
vice forthcoming*)  
H. Clay Barnett, III (*pro hac vice  
forthcoming*)  
Mitchell Williams (*pro hac vice  
forthcoming*)  
Dylan T. Martin (*pro hac vice  
forthcoming*)  
**BEASLEY ALLEN CROW  
METHVIN PORTIS & MILES,  
P.C.**  
218 Commerce St  
Montgomery, AL 36104

T: 334-269-2343  
dee.miles@beasleyallen.com  
clay.barnett@beasleyallen.com  
mitch.williams@beasleyallen.com  
dylan.martin@beasleyallen.com

*Attorneys for Plaintiff and  
the putative Class*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28