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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

GIL ABRAHEM SWIGI and JOSEPH MIZRAHI, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

VINFAST AUTO, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO:

CLASS ACTION COMPLAINT

(1) VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. § 2301, ET SEQ.)
(2) VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT (CAL. CIV. CODE § 1790 ET SEQ.)
(3) BREACH OF EXPRESS WARRANTY
(4) BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(5) VIOLATION OF CONSUMER LEGAL REMEDIES ACT (CLRA
(6) FALSE ADVERTISING (CAL. BUS. & PROF. CODE § 17500)
(7) BREACH OF CONTRACT
(8) VIOLATION OF UNFAIR COMPETITION LAW (CAL. BUS. & PROF. Code § 17200)

DEMAND FOR JURY TRIAL

Plaintiffs GIL ABRAHEM SWIGI and JOSEPH MIZRAHI ("Plaintiffs"), individually and on behalf of all others similarly situated, by and through their undersigned counsel, hereby file this Class Action Complaint against Defendant VINFAST AUTO, LLC ("VINFAST" or "Defendant"), and allege as follows:

INTRODUCTION

1. This is a consumer class action arising from Defendant VINFAST AUTO LLC's false advertising and failure to deliver electric vehicles ("EVs") as promised. The named Plaintiffs, Gil Abrahem Swigi and Joseph Mizrahi, each leased a 2024 VINFAST VF 8 PLUS AWD electric vehicle with the representation that the vehicles would charge at industry-standard speeds. Instead, Plaintiffs discovered post-purchase that the vehicles only charge at a dramatically reduced rate, requiring nearly 24 hours to fully charge, rendering the vehicles impractical for their intended use.

2. Plaintiffs and similarly situated consumers were misled into leasing or purchasing these vehicles under materially false pretenses. Despite repeated attempts to have the issues repaired, the problems persist.

PARTIES

3. Plaintiff Gil Abrahem Swigi is a natural person and citizen of the State of California, residing in Los Angeles County. Mr. Swigi leased a 2024 Vinfast VF 8 Plus AWD with 87.7 kWh battery on or about August 8, 2024, for personal, family, or household purposes.

4. Plaintiff Joseph Mizrahi is a natural person and citizen of the State of California, residing in Los Angeles County. Mr. Mizrahi leased a 2024 Vinfast VF 8 Plus AWD with 87.7 kWh battery on or about August 18, 2024, for personal, family, or household purposes.

5. Defendant VINFAST AUTO, LLC is a Delaware limited liability company doing business in the State of California, including Los Angeles County. VINFAST is an automotive manufacturer that designs, develops, manufactures, markets, and sells

electric vehicles throughout the United States, including in California. VINFAST operates multiple dealerships and service centers in California and conducts substantial business activities in this state.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this action arises under federal law, specifically the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

7. This Court has personal jurisdiction over Defendant because Defendant regularly conducts business in California, operates dealerships and service centers in California, advertises and markets its vehicles to California consumers, and has sufficient minimum contacts with California such that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

8. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District, and Defendant conducts substantial business activities in this District.

FACTUAL ALLEGATIONS

9. On August 8, 2024, Plaintiff Swigi leased a 2024 VINFAST VF 8 PLUS AWD 87.7 KWH from Defendant. (Exhibit A – Swigi Lease Agreement).

10. On August 18, 2024, Plaintiff Mizrahi leased the same vehicle model from Defendant. (Exhibit B – Mizrahi Lease Agreement).

11. VINFAST represented through marketing materials and dealership staff that the vehicles charge rapidly consistent with Level 2 or higher EV charging capabilities (6.6kW or more).

12. These charging representations were material to Plaintiffs' lease decisions as charging times determine an electric vehicle's daily usability.

13. After taking possession, Plaintiffs discovered their vehicles charge at rates under 2 kW, requiring nearly 24 hours for full charges.

14. Defendant advertises the vehicles to charge at industry-standard 32 amps, which enables reasonable charging times.

15. However, according to Defendant, the vehicle has a software defect which causes the car to shut down and stop charging when users attempt to charge at the advertised 32-amp rate.

16. To avoid the charging shutdown, users must manually lower the amperage to 19 amps or below - reducing charging power by nearly 40%.

17. This amperage reduction from 32 amps to 19 amps roughly doubles the charging time, resulting in nearly 24 hours for a full charge.

18. At the reduced 19-amp rate, Plaintiff Mizrahi's vehicle requires 7 hours to charge from 60% to 90% capacity.

19. Charging from typical daily-use levels requires over 20 hours - rendering the vehicles unusable for normal transportation.

20. The charging system shuts down without warning, forcing Plaintiffs to wake during night hours to restart the process.

21. VINFAST's service representatives attempt repairs at Plaintiffs' homes due to the company's limited service infrastructure.

22. Despite multiple repair attempts, VINFAST fails to fix the charging defects.

23. VINFAST acknowledges the defects result from "software issues" where minor power fluctuations cause the charging system to terminate erroneously.

24. VINFAST admits the charging problems stem from software within the company's control.

25. Despite controlling the software causing these defects, VINFAST refuses to provide software updates or effective remedies.

26. VINFAST offers only two inadequate solutions: install expensive new charging equipment at Plaintiffs' cost or receive no assistance.

27. Other VF 8 Plus owners report identical charging problems, which VINFAST fails to disclose to potential buyers.

28. VINFAST's vehicles perform far below industry standards - other electric vehicle manufacturers provide reliable charging at advertised rates without automatic shutdowns.

29. VINFAST knows its vehicles cannot achieve advertised charging rates but continues marketing them with false performance claims.

30. Even after receiving consumer complaints about charging defects, VINFAST continues selling vehicles without disclosing the actual charging limitations.

31. VINFAST's misrepresentations and repair failures leave Plaintiffs with vehicles unsuited for their intended purpose, causing economic harm and daily inconvenience.

CLASS ALLEGATIONS

32. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to the provisions of Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, on behalf of the following class (the "Class"):

> "*All persons or entities in the United States who, within four (4) years prior to the filing of this complaint, purchased or leased a VINFAST VF 8 PLUS vehicle that failed to charge at the advertised wattage rate (typically 6.6kW or more), resulting in materially longer charging times than represented by Vinfast.*"

33. Plaintiffs also seek to represent a subclass defined as follows (the "California Subclass"):

> *"All persons or entities in the State of California who, within four (4) years prior to the filing of this complaint, purchased or leased a VINFAST VF 8 PLUS vehicle that failed to charge at the advertised wattage rate (typically 6.6kW or more), resulting in materially longer charging times than represented by Vinfast."*

34. Excluded from the Class and California Subclass are: (a) Defendant, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and

entities in which Defendant has a controlling interest; (b) governmental entities; (c) the judge to whom this case is assigned, the judge's staff, and members of their immediate families; and (d) all persons who make a timely election to be excluded from the Class.

35. Numerosity: The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiffs at this time and can only be determined through appropriate discovery, Plaintiffs believe that there are at least hundreds, if not thousands, of members in the proposed Class based on the number of VINFAST VF 8 PLUS vehicles sold nationwide and in California.

36. Commonality: Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to: a. Whether VINFAST misrepresented the charging capabilities of its electric vehicles; b. Whether VINFAST's electric vehicles can charge at the advertised wattage rates (typically 6.6kW or more); c. Whether VINFAST's misrepresentations and omissions regarding the charging capabilities of its vehicles were material to reasonable consumers; d. Whether VINFAST violated the Magnuson-Moss Warranty Act; e. Whether VINFAST violated California's Song-Beverly Consumer Warranty Act; f. Whether VINFAST violated California's Consumers Legal Remedies Act ("CLRA"); g. Whether VINFAST violated California's Unfair Competition Law ("UCL"); h. Whether VINFAST violated California's False Advertising Law ("FAL"); i. Whether VINFAST breached express warranties made to consumers regarding the charging capabilities of its vehicles; j. Whether VINFAST breached implied warranties regarding the charging capabilities of its vehicles; k. Whether VINFAST's conduct constitutes breach of contract; l. Whether Plaintiffs and Class members are entitled to damages, restitution, disgorgement, and/or other remedies; and m. The amount and nature of relief to be awarded to Plaintiffs and the Class.

37. Typicality: Plaintiffs' claims are typical of the claims of the other members of the Class because, among other things, Plaintiffs and all Class members were similarly injured through Defendant's uniform misconduct as described herein. Plaintiffs and all members of the Class purchased or leased VINFAST vehicles with charging capabilities that did not perform as advertised, and all have suffered similar harm as a result of VINFAST's misconduct.

38. Adequacy: Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have retained counsel experienced in complex consumer class action litigation, and Plaintiffs intend to prosecute this action vigorously. Plaintiffs have no adverse or antagonistic interests to those of the Class.

39. Ascertainability: Class members can be readily identified and ascertained through VINFAST's sales and lease records, vehicle identification numbers (VINs), vehicle registration records, and other objective criteria.

40. With respect to claims seeking primarily injunctive and declaratory relief, Defendant has acted or refused to act on grounds generally applicable to Plaintiffs and the other members of the Class, thereby making appropriate final injunctive relief and declaratory relief with respect to the Class as a whole.

41. With respect to claims seeking primarily monetary relief common questions of law and fact predominate over questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Class treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and expense that numerous individual actions would engender. The damages or other financial detriment suffered by individual Class members are relatively small compared to the burden and expense that would be entailed by individual litigation of their claims against Defendant, making it impracticable for Class members to individually seek redress for Defendant's wrongful conduct.

FIRST CAUSE OF ACTION
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301, ET SEQ.)
(On Behalf of Plaintiffs and the Class)

42. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

43. Plaintiffs bring this count on behalf of themselves and the Class.

44. The VINFAST VF 8 PLUS vehicles are "consumer products" within the meaning of 15 U.S.C. § 2301(1).

45. Plaintiffs and Class members are "consumers" within the meaning of 15 U.S.C. § 2301(3).

46. VINFAST is a "supplier" and "warrantor" within the meaning of 15 U.S.C. § 2301(4) and (5).

47. VINFAST provided Plaintiffs and Class members with written warranties within the meaning of 15 U.S.C. § 2301(6).

48. VINFAST breached these written warranties by providing vehicles that failed to charge at the rates represented by VINFAST, instead charging at materially lower rates requiring nearly 24 hours for full charging.

49. The charging defects substantially impair the vehicles' utility, as demonstrated by the need for over 20 hours to charge from typical daily-use battery levels and the necessity of awakening during overnight hours to restart the charging process when it automatically shuts down.

50. VINFAST has been unable to repair the charging defects despite multiple attempts, and has acknowledged that the charging problems are caused by software issues within VINFAST's control.

51. VINFAST's failure to cure the defect within a reasonable time has caused the written warranties to fail of their essential purpose.

52. As a direct and proximate result of VINFAST's breach of written warranties, Plaintiffs and Class members have suffered damages including diminution in vehicle value, loss of use, and substantial inconvenience.

53. Plaintiffs and the Class are entitled to costs and expenses, including attorney's fees, under 15 U.S.C. § 2310(d).

SECOND CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S SONG-BEVERLY CONSUMER WARRANTY ACT
(CAL. CIV. CODE § 1790 ET SEQ.)
(On Behalf of Plaintiffs and the California Subclass)

54. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

55. Plaintiffs bring this count on behalf of themselves and the California Subclass.

56. Plaintiffs and the California Subclass members are "buyers" within the meaning of Cal. Civ. Code § 1791(b), including lessees under Cal. Civ. Code § 1795.4.

57. The VINFAST vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

58. VINFAST is a "manufacturer" within the meaning of Cal. Civ. Code § 1791(j).

59. VINFAST provided Plaintiffs and the California Subclass members with express and implied warranties regarding the vehicles' charging capabilities and performance.

60. VINFAST breached these warranties by delivering vehicles that charge at significantly lower rates than represented, requiring nearly 24 hours for full charging instead of the fast charging times that were represented.

61. The charging defect substantially impairs the use, value, and safety of the VINFAST vehicles because: (a) the vehicles require impractically long charging times; (b) the charging system unpredictably shuts down requiring manual intervention including during overnight hours; (c) the extended charging times make the vehicles impractical for daily transportation needs; and (d) the charging performance falls substantially below that of other electric vehicles in the marketplace.

62. Plaintiffs and the California Subclass members presented their vehicles to VINFAST for repair of the charging defects.

63. Despite multiple repair attempts, VINFAST and its authorized repair facilities have been unable to conform the vehicles to the applicable warranties after a reasonable number of attempts.

64. VINFAST has acknowledged that the charging defects are caused by software issues, demonstrating VINFAST's knowledge of the defects and their cause.

65. Despite having knowledge of the defects and despite having a reasonable opportunity to cure them, VINFAST has failed to provide effective remedies.

66. VINFAST's conduct constitutes willful failure to comply with its Song-Beverly obligations.

67. As a direct and proximate result of VINFAST's breach of express and implied warranties, Plaintiffs and the California Subclass have been damaged.

68. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiffs and the California Subclass are entitled to restitution, replacement, refund, reasonable attorney's fees, costs, and civil penalties of up to two times actual damages under Cal. Civ. Code § 1794(c).

THIRD CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY
(On Behalf of Plaintiffs and the Class)

69. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

70. VINFAST made express warranties regarding the charging capabilities of its vehicles through marketing materials, advertisements, dealership representations, and written warranty documentation.

71. These express warranties included representations that the vehicles would charge rapidly and at rates consistent with Level 2 or higher EV charging capabilities.

72. These express warranties became part of the basis of the bargain between VINFAST and Plaintiffs and Class members.

73. VINFAST breached these express warranties by delivering vehicles that charge at significantly lower rates than warranted, requiring nearly 24 hours for full charging and making the vehicles impractical for their intended use.

74. The charging performance delivered is materially different from what was expressly warranted, as evidenced by the extended charging times and need for constant monitoring and manual intervention.

75. As a direct and proximate result of VINFAST's breach of express warranties, Plaintiffs and Class members have suffered damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
Breach of Implied Warranty of Merchantability
(On Behalf of Plaintiffs and the Class)

76. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

77. VINFAST is a merchant and seller of electric vehicles within the meaning of the Uniform Commercial Code as adopted in California and other states.

78. The VINFAST vehicles were subject to implied warranties of merchantability running from VINFAST to Plaintiffs and Class members.

79. VINFAST impliedly warranted that the vehicles were of merchantable quality and fit for the ordinary purpose for which electric vehicles are used.

80. The VINFAST vehicles are not merchantable because they are not fit for the ordinary purposes for which electric vehicles are used, namely reliable and reasonably efficient charging for daily transportation needs.

81. The vehicles' charging defects, including extended charging times of nearly 24 hours and unpredictable charging shutdowns requiring manual intervention, render them unfit for ordinary use as electric vehicles.

82. As a direct and proximate result of VINFAST's breach of the implied warranty of merchantability, Plaintiffs and Class members have been damaged in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT
(CAL. CIV. CODE § 1750 ET SEQ.)
(On Behalf of Plaintiffs and the California Subclass)

83. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

84. Plaintiffs bring this count on behalf of themselves and the California Subclass.

85. The California Consumers Legal Remedies Act ("CLRA") prohibits "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer." Cal. Civ. Code § 1770(a).

86. Plaintiffs and the California Subclass members are "consumers" within the meaning of Cal. Civ. Code § 1761(d).

87. The VINFAST vehicles are "goods" within the meaning of Cal. Civ. Code § 1761(a).

88. VINFAST's acts and practices, as described herein, violate the CLRA because they include, but are not limited to, the following: a. Representing that goods have characteristics, uses, benefits, or qualities that they do not have (Cal. Civ. Code § 1770(a)(5)); b. Representing that goods are of a particular standard, quality, or grade, if they are of another (Cal. Civ. Code § 1770(a)(7)); c. Advertising goods with intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9)); and d. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not (Cal. Civ. Code § 1770(a)(16)).

89. VINFAST violated the CLRA by representing, through its advertisements, warranties, and other express representations, that its electric vehicles could charge at

rapid rates when, in fact, the vehicles charge at significantly lower rates, requiring nearly 24 hours for full charging.

90. VINFAST knew or should have known that its representations about the charging capabilities of its vehicles were false or misleading.

91. VINFAST's misrepresentations and omissions regarding the charging capabilities of its vehicles were material to reasonable consumers because they relate to a fundamental feature of electric vehicles that affects their practicality and usability.

92. Plaintiffs and the California Subclass are initially only seeking injunctive relief under the CLRA. Pursuant to Cal. Civ. Code § 1782(d), Plaintiffs and the California Subclass are entitled to seek injunctive relief without providing the notice required by Cal. Civ. Code § 1782(a).

93. Plaintiffs expressly reserve the right to amend this Complaint to seek monetary damages under the CLRA following service of a CLRA notice letter compliant with Cal. Civ. Code § 1782(a) and the expiration of the applicable notice period.

94. The injunctive relief sought by Plaintiffs and the California Subclass includes, but is not limited to, an order prohibiting VINFAST from continuing its unfair and deceptive practices with respect to the charging capabilities of its vehicles.

SIXTH CAUSE OF ACTION
False Advertising (Cal. Bus. & Prof. Code § 17500)
(On Behalf of Plaintiffs and the California Subclass)

95. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

96. VINFAST engaged in false and misleading advertising by promoting its vehicles as having rapid charging capabilities when the vehicles charge at significantly reduced rates.

97. These representations were false and misleading because the vehicles require nearly 24 hours for full charging, far exceeding reasonable charging times for electric vehicles.

98. VINFAST made these false representations with knowledge of their falsity or with reckless disregard for the truth, as evidenced by VINFAST's acknowledgment that the charging defects are caused by software issues within its control.

99. VINFAST's false representations were material because charging capability directly affects electric vehicle practicality and value.

100. Plaintiffs relied on these misrepresentations in entering their lease agreements.

101. As a result of this reliance, Plaintiffs suffered economic injury, loss of use of their vehicles, substantial inconvenience from charging failures, and additional time and costs attempting to make the vehicles function as represented.

SEVENTH CAUSE OF ACTION
BREACH OF CONTRACT
(On Behalf of Plaintiffs and the Class)

102. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

103. Plaintiffs entered into valid and binding lease agreements with VINFAST for the lease of VF 8 Plus vehicles.

104. The lease agreements contained express and implied terms that the vehicles would perform as represented by VINFAST, including charging at advertised speeds and rates consistent with industry standards.

105. VINFAST's pre-lease representations regarding the vehicles' charging capabilities, including representations about rapid charging speeds and Level 2 charging compatibility, became integrated terms of the lease agreements and created contractual obligations regarding vehicle performance.

106. As part of the lease agreements, VINFAST was contractually obligated to deliver vehicles that: (a) could charge at the advertised amperage rates; (b) would provide reasonable charging times suitable for daily transportation; (c) would function reliably without requiring constant user intervention; and (d) would perform consistently with industry standards for electric vehicles.

107. Plaintiffs performed their obligations under the lease agreements by making required lease payments and complying with the lease terms.

108. VINFAST materially breached the lease agreements by delivering vehicles that fundamentally failed to perform as contracted, specifically by: (a) providing vehicles that cannot charge at advertised 32-amp rates; (b) delivering vehicles that require nearly 24 hours for full charging instead of reasonable charging times; (c) providing vehicles with charging systems that shut down unpredictably, requiring manual intervention and nighttime restarts; and (d) failing to provide vehicles suitable for ordinary daily transportation use.

109. VINFAST's breach was material because it goes to the essence of the lease agreements - providing functional electric vehicles suitable for the purpose for which they were leased.

110. The charging defects render the vehicles substantially different from what was contracted for, depriving Plaintiffs of the fundamental benefit of their bargain.

111. As a direct and proximate result of VINFAST's material breach, Plaintiffs were deprived of the benefit of their bargain and suffered damages including: (a) lease payments for non-conforming vehicles; (b) diminished value of the leased vehicles; (c) loss of use and utility; (d) substantial inconvenience including constant monitoring requirements; (e) additional time and costs attempting to make the vehicles function as contracted; and (f) opportunity costs from limited mobility and transportation options.

112. Plaintiffs are entitled to damages, restitution, and other appropriate relief for VINFAST's breach of the lease agreements.

EIGHTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW
(CAL. BUS. & PROF. CODE § 17200)
(On Behalf of Plaintiffs and the California Subclass)

113. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

114. Plaintiffs bring this count on behalf of themselves and the California Subclass.

115. California's Unfair Competition Law (UCL") prohibits "unlawful, unfair or fraudulent" business acts or practices. Cal. Bus. & Prof. Code § 17200.

116. Plaintiffs have standing to bring this UCL claim because they suffered economic injury as a result of VINFAST's unfair business practices by receiving vehicles worth substantially less than represented and incurring additional costs due to the charging defects.

117. Unlawful Conduct: VINFAST's conduct violates the UCL's "unlawful" prong because it constitutes unlawful business practices, including violations of the Song-Beverly Consumer Warranty Act, the Consumers Legal Remedies Act, the False Advertising Law, and the Magnuson-Moss Warranty Act, as alleged herein.

118. Unfair Conduct: VINFAST's conduct also violates the UCL's "unfair" prong because it frustrates reasonable consumer expectations that electric vehicles will charge at advertised rates rather than require nearly 24 hours for full charging. VINFAST's conduct is unfair because: (a) consumers reasonably expected industry-standard charging performance based on VINFAST's representations; (b) VINFAST has acknowledged that the charging defects are caused by software issues within its control but has failed to remedy them; (c) VINFAST continued selling and leasing vehicles without disclosing the actual charging limitations; and (d) less harmful alternatives existed, including fixing the software issues, providing full disclosure of charging limitations, or offering vehicle buy-backs.

119. VINFAST's unfair conduct harms not only consumers but also competition in the electric vehicle marketplace by allowing VINFAST to compete unfairly against manufacturers whose vehicles perform as advertised.

120. As a result of VINFAST's unlawful and unfair business practices, Plaintiffs and the California Subclass have been injured and are entitled to restitution of money paid for vehicles that do not perform as represented.

121. Plaintiffs and the California Subclass seek restitution, disgorgement of profits, and injunctive relief under the UCL to prevent VINFAST from continuing its unlawful and unfair business practices.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. Certification of the Class and California Subclass,
2. For restitution and/or rescission of the lease agreements;
3. For general, special, and consequential damages under all causes of action except the CLRA claim, as to which Plaintiffs initially seek only injunctive relief;
4. For attorneys' fees and costs under applicable statutes including Cal. Civ. Code § 1794, 15 U.S.C. § 2310(d), and other applicable laws;
5. For civil penalties of up to two times actual damages under Cal. Civ. Code § 1794(c);
6. For statutory damages under the CLRA (following proper notice and opportunity to cure);
7. For restitution and disgorgement of profits under the UCL;
8. For punitive damages where permitted by law;
9. An order compelling VINFAST to buy back the vehicles or provide adequate remedy;
10. For injunctive relief prohibiting Defendant from engaging in further unfair and deceptive business practices regarding the advertising and sale of electric vehicles with false charging capability representations;
11. For declaratory relief as appropriate; and
12. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby request a trial by jury on all causes of action so triable.

Dated: June 19, 2025

INGBER LAW GROUP

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