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8 Attorneys for Plaintiff
9 MAXIMILIAN A. BOWMAN

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 MAXIMILIAN A. BOWMAN,

13 Plaintiff,

14 vs.

15 TESLA MOTORS, INC.; DOES 1
16 through 100, Inclusive,

17 Defendants

Case No.:

COMPLAINT FOR:

1. Breach of Express Warranty under the Magnuson-Moss Warranty Act, 15 U.S.C. §§2301, et seq.
2. Breach of Express Warranty under California Commercial Code § 2313

JURY TRIAL DEMANDED

22 1. Plaintiff MAXIMILIAN A. BOWMAN (“Plaintiff”) brings this action against
23 Defendant TESLA MOTORS, INC. (“Tesla”), and DOES 1 through 100, inclusive,
24 and seeks a trial by jury against these defendants.

25 **JURISDICTION AND VENUE**

26 2. The United States District Court for the Central District of California has
27 subject matter jurisdiction over this action. There is both complete diversity of
28 citizenship and a federal question raised.

1 3. Regarding federal question jurisdiction: Plaintiff brings claims under the
2 Magnuson-Moss Warranty Act at 15 U.S.C. §§ 2301, et seq. The amount in
3 controversy exceeds the sum or value of \$50,000, exclusive of interest and other
4 costs, per 15 U.S.C. § 2310. Plaintiff seeks restitution of \$82,188.

5 4. Regarding diversity of citizenship jurisdiction: Manufacturer was formed in
6 Texas on July 1, 2003 and primarily is headquartered in Travis County, Texas.
7 Plaintiff is a United States citizen, a resident of Los Angeles County, California, and
8 intends to so remain a resident of Los Angeles County, California. Additionally, the
9 amount in controversy exceeds the sum or value of \$75,000, exclusive of interest
10 and other costs, per 28 U.S.C. § 1332. Plaintiff seeks restitution of \$82,188.

11 5. The United States District Court for the Central District of California may
12 exercise supplemental jurisdiction over Plaintiff's State-law claims under the
13 California Commercial Code pursuant to 28 U.S.C. §1367.

14 6. Venue is proper in this District pursuant to 28 U.S.C. §1391. The transactions
15 giving rise to the claim occurred in this Judicial District, specifically a purchase at
16 5440 Telegraph Road, Commerce, California 90040, and subsequent repair
17 presentations to Manufacturer's authorized repair facility in Van Nuys, California,
18 Also, Manufacturer does substantial business in the State of California and within
19 this Judicial District, is registered to and is doing business within the State of
20 California, and otherwise maintains requisite minimum contacts with the State of
21 California. Also, a substantial part of the property at issue, specifically the vehicle
22 that is the subject of the action, is situated at Plaintiff's residence in Los Angeles
23 County, CA.

24 **GENERAL ALLEGATIONS**

25 7. On December 28, 2021, Plaintiff, a California resident, purchased from a
26 California-licensed used-car dealership a used 2019 Tesla Model 3 vehicle bearing
27 VIN 5YJ3E1EB4KF214072 ("Vehicle"). As reflected in the sales contract, the price
28 after fees and taxes was \$82,188.

1 8. The Vehicle had 44,833 miles at sale and was sold to Plaintiff with the
2 remaining balance of Tesla’s new-vehicle express warranties including the 4-
3 yr/50,000-mile full coverage warranty and the 8-yr/100,000-mile powertrain
4 warranty.

5 9. Unfortunately, the Vehicle developed unrepairable defects of materials and/or
6 workmanship which Tesla has been unable to repair despite multiple warranty
7 presentations. On April 13, 2023, Plaintiff presented the Vehicle to Tesla’s
8 authorized repair facility because the audio speakers were malfunctioning.
9 Technicians determined the computer system needed a software update. However,
10 the problem persisted. On July 20, 2023, Plaintiff again presented the Vehicle to
11 Tesla’s authorized repair facility because the speakers continued to malfunction.
12 Technicians claimed to be unable to diagnose a problem. The Vehicle’s speakers
13 continue to malfunction.

14 10. Plaintiff attempted to utilize Tesla’s pre-litigation settlement program
15 administered in California, making application to the California Dispute Settlement
16 Program administered by the National Center for Dispute Resolution on January 16,
17 2024. That pre-litigation settlement program replied on January 17, 2024 that
18 Plaintiff’s claim was “not qualified” for that program.

19 **FIRST CAUSE OF ACTION**

20 Breach of Express Warranty under the Magnuson-Moss Warranty Act,

21 15 U.S.C. Section 2301, et seq.

22 (By Plaintiff against Tesla and Does 1-50)

23 11. Plaintiff incorporates by reference each and every allegation set forth in the
24 preceding paragraphs of this Complaint.

25 12. Plaintiff is a “consumer” within the meaning of the Magnuson-Moss Warranty
26 Act, 15 U.S.C. Section 2301(3). Tesla is a “supplier” and “warrantor” within the
27 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. Sections 2301(4) and (5).
28

1 13. The Vehicle is a “consumer product” within the meaning of the Magnuson-
2 Moss Warranty Act, 15 U.S.C. Sections 2301(4) and (5).

3 14. Tesla issued an express warranty relating to future performance. However, the
4 Vehicle was not conformed to its express warranty despite repeated presentations to
5 Tesla’s authorized repair dealership.

6 15. Plaintiff seeks rescission of the purchase agreement and full restitution of
7 money paid for the Vehicle, as well as incidental and consequential damages as
8 allowed by law.

9 **SECOND CAUSE OF ACTION**

10 Breach of Express Warranty under California Commercial Code Section 2313

11 (By Plaintiff against Tesla and Does 51-100)

12 16. Plaintiff incorporates by reference each and every allegation set forth in the
13 preceding paragraphs of this Complaint.

14 17. The Vehicle suffers from significant defects and non-conformities which
15 arose during the express warranty period.

16 18. Tesla gave Plaintiff a written warranty that the Vehicle would conform to
17 standards of workmanship and materials as described in the owner’s manual and
18 warranty guide provided to Plaintiff at time of sale.

19 19. The Vehicle did not perform as promised and did not meet the quality of the
20 product promised.

21 20. Plaintiff took reasonable steps to notify Tesla of the nonconformities. Yet,
22 Tesla failed to repair the Vehicle as required by the warranty.

23 21. Tesla’s failure to repair the Vehicle were a substantial factor in causing
24 Plaintiff harm, for which Plaintiff seeks restitution per Commercial Code Section
25 2711.

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WHEREFORE, Plaintiff prays for judgment as follows:

1. For actual, incidental and consequential damages and/or restitution on the First Cause of Action;
2. For actual, incidental and consequential damages and/or restitution on the Second Cause of Action;
3. For pre-judgment interest at the maximum legal rate;
4. For statutory attorney's fees on the First Cause of Action and other costs of suit on all causes of action;
5. All other relief as the Court deems just and proper.

Dated: January 29, 2024 LAW OFFICES OF ROBERT B. MOBASSERI, PC

By: /s/ Robert B. Mobasseri
Attorney for Plaintiff