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7
8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

10 MATTHEW AMANS, individually and on
behalf of all similarly situated individuals,

11 *Plaintiff,*

12 v.

13 TESLA, INC., a Delaware corporation,

14 *Defendant.*

Case No.

CLASS ACTION COMPLAINT FOR:

- 1) **Breach of Contract,**
- 2) **Cal. Bus. & Prof. Code § 17200,**
- 3) **Cal. Bus. & Prof. Code § 7160, and**
- 4) **Cal. Civ. Code. §§ 1750 et seq.**

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17 **CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

18 Plaintiff Matthew Amans brings this Class Action Complaint and Demand for Jury Trial
19 against Tesla, Inc., for its deceptive practice of marketing and selling its solar roof product (referred
20 to herein as the “Solar Roof”). Plaintiff, for his Complaint, alleges as follows upon personal
21 knowledge as to himself and his own acts and experiences, and as to all other matters, upon
22 information and belief, including investigation conducted by his attorneys.

23 **NATURE OF THE ACTION**

24 1. Defendant Tesla, Inc. (“Tesla”) is a manufacturer and seller of electric vehicles and,
25 more recently, solar panels and battery backup units.

26 2. Tesla’s solar energy business emerged after Tesla’s multi-billion-dollar acquisition
27 of a heavily indebted solar panel company called SolarCity, which was co-founded by Elon Musk

1 and his cousins. SolarCity was on the brink of collapse when Musk, as CEO of Tesla and a
2 chairman of SolarCity, orchestrated a merger with Tesla in an effort to save the solar panel business
3 (and his own multi-million-dollar investment in it).

4 3. In order to persuade Tesla’s investors to approve the controversial acquisition, Musk
5 revealed a new product in October 2016—on the set of the television series *Desperate*
6 *Housewives*—called the Solar Roof. Musk told analysts that Tesla’s acquisition of SolarCity and its
7 Solar Roof would create a “huge market” for the combined companies. The merger would
8 ostensibly allow Tesla to sell consumers the entire solar energy solution: generation (solar panels),
9 storage (batteries), and transportation (electric cars).

10 4. The Solar Roof promised novel and enticing solar energy solutions for homeowners.
11 Unlike traditional boxy solar panels that sit atop a roof, the Solar Roof was designed to make the
12 roof itself solar powered. The product comprises individual roof tiles with integrated photovoltaic
13 (PV) solar cells capable of generating energy, while having the appearance of a traditional roof.
14 During the product’s reveal, Musk touted the Solar Roof as more durable than a traditional roof and
15 a more affordable energy solution for homeowners.

16 5. However, the technology behind the Solar Roof was far from complete at the time
17 Musk revealed the product. The Solar Roof that Musk showcased to investors at the October 2016
18 event was in fact made entirely of non-functional “dummies,” according to engineers familiar with
19 it. Some even referred to the event as “vaporware.” Thus, when the Solar Roof entered the market
20 shortly thereafter, its technology was subprime, and it continued to disappoint in the years that
21 followed. Unsurprisingly, Tesla struggled to sell its Solar Roof after the SolarCity acquisition.
22 Several California utility companies reported only 21 installations total. Ultimately, industry
23 commentators concluded that Tesla’s Solar Roof and its solar business as a whole was a “flop.”

24 6. Tesla continued to revise the Solar Roof’s technology and, while still struggling to
25 turn a profit after its SolarCity acquisition, the company released a “Version 3” of the Solar Roof
26 (the now-current version) in late 2019. The newest version of the Solar Roof promised several
27 improvements over the previous versions including faster installation times and lower costs.

1 Consumers wishing to purchase a Solar Roof, including Plaintiff and the Class (defined below), pre-
2 ordered the product, agreed to a total project cost (based on their unique installation and roof
3 requirements), paid a deposit, and prepared their properties for installation.

4 7. Unfortunately, after finalizing its purchase and installation agreements with
5 customers who pre-ordered the newest Solar Roof, Tesla raised the product's price inexplicably—in
6 some instances just days before the customer's scheduled installation. Tesla's price increases
7 substantially (and unilaterally) changed the terms of the parties' purchase agreements and
8 represented as much as a 100% increase for many consumers, amounting to tens of thousands of
9 dollars of unanticipated costs.

10 8. Tesla's Solar Roof price increase is a textbook bait and switch scheme. The company
11 lured in consumers with promises of affordable solar energy solutions and now seeks to hold its
12 customers hostage with unanticipated (and unjustified) additional project costs in order to make up
13 the lost profit from the SolarCity acquisition. As a result, if consumers want to move forward with
14 the Solar Roof installation in which they have already invested considerable time and money, they
15 will have to pay above and beyond the price they originally agreed to, as no alternative product
16 currently exists on the market. This lawsuit seeks to hold Tesla accountable for this deceptive,
17 unlawful, and unjust conduct.

18 PARTIES

19 9. Matthew Amans is a natural person and a citizen of the State of California.

20 10. Defendant Tesla, Inc., is a corporation organized and existing under the laws of
21 Delaware with its principal place of business located at 3500 Deer Creek Road, Palo Alto,
22 California 94304.

23 JURISDICTION AND VENUE

24 11. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2),
25 because (i) at least one member of the Class is a citizen of a different state than Defendant, (ii) the
26 amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and (iii) none of the
27 exceptions under that subsection apply to this action.

1 17. Additionally, according to Tesla, the Solar Roof promises to be more durable than a
2 standard roofing tile. On its website Tesla explains, “Solar Roof tiles are more than three times
3 stronger than standard roofing tiles and are engineered for all-weather protection. With a 25-year
4 warranty, Solar Roof lasts longer than an average roof and protects your home for decades to
5 come.”

6 18. Another significant benefit that the Solar Roof promises over traditional solar panels
7 is the reduced maintenance associated with the underlying roof. Traditional solar panels may outlast
8 the underlying roof, and thus homeowners must disassemble and re-install an existing solar system
9 in order to address any replacement or repairs needed for the underlying roof. Alternatively, some
10 roofs may have to be entirely replaced before installing a traditional solar panel system, depending
11 on their condition.

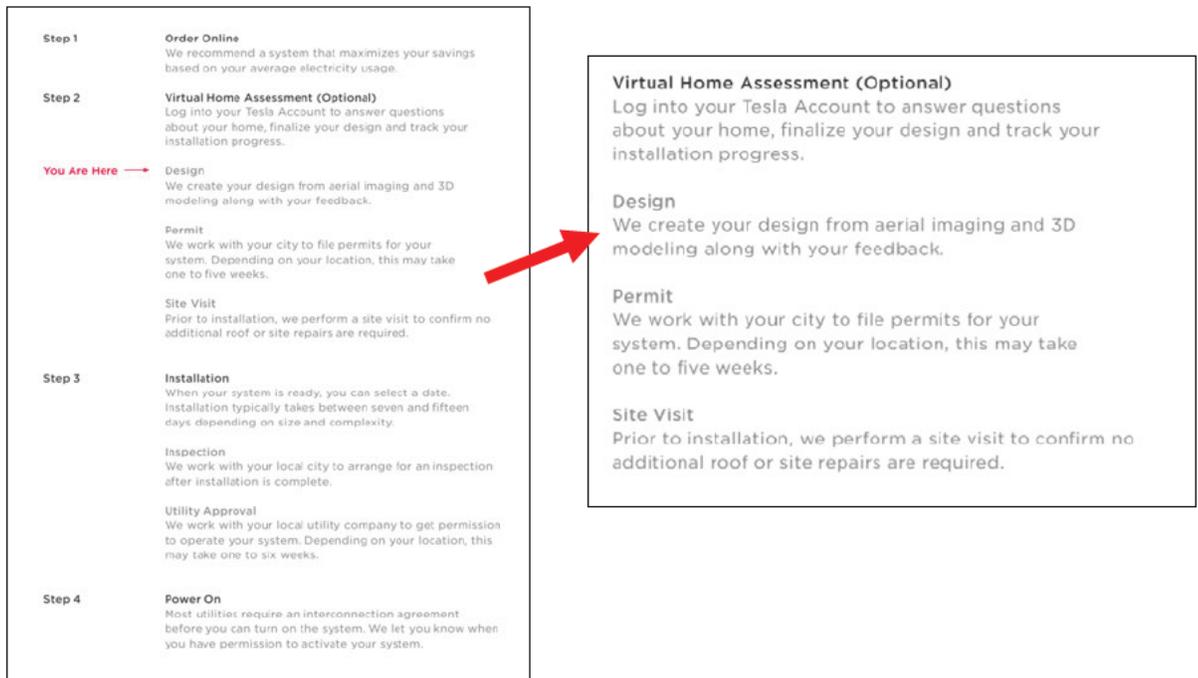
12 19. Tesla advertises the affordability of the Solar Roof as one of its key features. On its
13 website, Tesla claims that the price of the Solar Roof is cheaper than purchasing electricity from the
14 power grid: “Power your home at the lowest price per watt of any national provider and take control
15 of your monthly electricity bill.” Indeed, Musk drew public attention to the affordability of the Solar
16 Roof by stating, “It’s looking quite promising that a solar roof will actually cost less than a normal
17 roof before you even take the value of electricity into account. So the basic proposition would be,
18 ‘Would you like a roof that looks better than a normal roof, lasts twice as long, costs less and by the
19 way generates electricity?’ It’s like, why would you get anything else?”

20 20. By advertising these features, Tesla has attracted considerable consumer interest in
21 its Solar Roof, particularly with consumers building or remodeling a home, or already planning to
22 replace their existing roof.

23 21. The purchase of a Solar Roof takes place in several steps. Tesla first provides
24 consumers with an early quote for the estimated price of the consumer’s Solar Roof project, which
25 ostensibly comprises the price of the Solar Roof (per estimated square foot) and standard
26 installation costs; then, after exploring the homeowner’s unique project needs, Tesla offers a
27

1 “contract price” which includes the price of the Solar Roof system (per custom square foot
 2 measurements), standard installation costs, and the customer’s unique pre-construction needs.

3 22. Consumers initiate the transaction by visiting Tesla’s website and providing Tesla
 4 with their address and current electricity usage. In “Step 1,” Tesla performs calculations that
 5 measure the consumer’s roof and provides a suggested size based on the consumer’s electricity
 6 consumption and roof size. In advertising these services, Tesla promises to “recommend a system
 7 that maximizes your savings based on your average electricity usage.” See Figure 2.



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 19 **(Figure 2)**

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 21 23. After Step 1, Tesla provides consumers with an estimated price for the Solar Roof
 22 based on its initial measurements, along with an option to place a pre-order by paying a deposit.
 23 Tesla intentionally advertises a lower estimated price at this early phase than what the company
 24 reasonably expects the consumer to pay on the final project in order to lure consumers into making
 25 a deposit and beginning the project.

26 24. In Step 2 of the process, Tesla offers its “Design” and “Site Visit” services. In the
 27 “Design” phase, a Tesla technical team manually reviews satellite images of the consumer’s roof

1 and creates a schematic of the solar installation (showing the placement of the solar tiles and their
 2 size). See Figures 2-3. In the “Site Visit” phase, a Tesla representative conducts an in-person
 3 inspection of the consumer’s roof. In advertising these services, Tesla explains that, “[p]rior to
 4 installation, we perform a site visit to confirm no additional roof or site repairs are required.” See
 5 Figure 2.



18 **(Figure 3)**

19 25. According to Tesla’s advertisements, the purpose of Step 2 is to identify any
 20 anomalies or unique shapes in a customer’s roof and to recommend an appropriate size of the solar
 21 array (in other words, the amount of electricity, in kilowatt hours, the Solar Roof can generate on an
 22 average day). Tesla compliments this review process with an in-person site visit to detect any
 23 unexpected complexities associated with the Solar Roof installation that may not have been readily
 24 apparent from satellite images.

25 26. Consumers finalize their purchase by signing a “Solar Roof Purchase & Home
 26 Improvement Agreement” (the “Solar Roof Purchase Agreement”). The Solar Roof Purchase
 27 Agreement contains a consumer’s Solar Roof project specifications determined during the review

1 phase (including the size of the Solar Roof and pre-construction needs) and a contract price, based
2 on those specifications.

3 27. Consumers reasonably rely on Tesla’s representations that the review phase enables
4 Tesla to determine the appropriate size and scope of the project and to identify any anomalies in the
5 project site which may increase the project’s total cost. Because the Solar Roof Purchase Agreement
6 is entered into at or near the conclusion of Tesla’s review phase, customers reasonably rely on the
7 contract price to be the final or nearly final price for their entire Solar Roof project.

8 ***Tesla Increased the Price of the Solar Roof***

9 28. On or around April 10, 2021, Tesla sent consumers who pre-ordered a Tesla Solar
10 Roof an email indicating that it increased the Solar Roof prices and will no longer honor
11 consumers’ contracts (the “Price Increase Notice”). The email stated:

12 We have increased the price of Solar Roof and have added adjustments for
13 individual roof complexity. [Learn More](#)

14 You will receive an email in the next 1-2 days when your new agreement is ready
15 for your review and acceptance before moving forward. If you are no longer
16 interested in moving forward with Solar Roof, you can cancel your order by
logging into your Tesla Account and your deposit will automatically be refunded.

17 We will be prioritizing customers based on the order in which they accept their
18 updated agreements.

19 29. Consumers who received the April 10 email already signed a contract and agreed to
20 a final price for the entire Solar Roof installation. These consumers are longtime Tesla customers
21 who have been waiting for an installation with signed contracts for as long as a year.

22 30. In anticipation of the Solar Roof installation, many consumers spent thousands of
23 dollars to make accommodations and alterations to their property such as trimming trees to reduce
24 shade on their roof, reenforcing their roof structure in anticipation of the increased weight, and
25 converting their power meters as required by their utility company. Many consumers also began to
26 obtain financing for their Solar Roof.

1 31. Tesla’s Price Increase Notice imposed significant and material changes to the
2 existing project costs. Consumers have reported price hikes that range from 30% and up to (and
3 even exceeding) 100% of the previous agreed-upon price.

4 32. For instance, the publication *Electrek* interviewed one consumer who entered into a
5 contract for a Solar Roof system at a total price of \$77,019.22, signed a loan agreement for that
6 amount, and spent \$5,000 on home improvement preparations.¹ On April 10, 2021, Tesla increased
7 that consumer’s system price to \$118,870.33—*over \$41,000 beyond the original contract price.*

8 33. Another consumer told the publication *The Verge* that “he signed a contract in
9 February to install the solar roof for \$35,000, with an additional \$30,000 for the batteries. Later, he
10 received a ‘terse email’ from Tesla stating that in several days he would receive a new contract with
11 higher prices. He was told he now owed \$75,000 for the solar roof — *a 114 percent increase* — and
12 \$35,000 for the batteries.”²

13 34. In many instances, the Solar Roof Price Increase Notice came just days or weeks
14 before consumers’ scheduled installations. Now consumers are left with two options: 1) either pay
15 Tesla for the massive price hike, or 2) cancel their project, in which they have already invested
16 significant time and money.

17 35. Even worse, in the Price Increase Notice, Tesla implied that the company would
18 delay the installation project if the consumer did not accept the new terms—and the massive price
19 hike—right away. (“We will be prioritizing customers based on the order in which they accept their
20 updated agreements.”) Many Solar Roof pre-order customers have waited months (for some, even a
21 year) for their installation; now, Tesla is threatening them with further delays if they do not agree to
22 Tesla’s unilateral new terms.

25 ¹ James Dow, *Tesla hikes solar roof price on contracts signed over a year ago*, *ELECTREK*,
26 (April 11, 2021), <https://bit.ly/3tGAgdR>.

27 ² Andrew J. Hawkins, *Tesla is burning its solar roof customers with a huge price increase*,
28 *THE VERGE* (April 12, 2021), <https://bit.ly/2RIVlah>.

1 adjustments to the accessory needs or pre-construction costs, but rather increased the price of the
2 Solar Roof product from \$54,035.69 to \$122,404.46.

3 43. Amans did not accept Tesla's price increase and wishes for Tesla to honor its agreed-
4 upon price of \$71,074.42.

5 CLASS ALLEGATIONS

6 44. **Class Definition:** Plaintiff Matthew Amans brings this action pursuant to Federal
7 Rule of Civil Procedure 23(b)(2) and Rule 23(b)(3) on behalf of himself and a Class of similarly
8 situated individuals defined as follows:

9 **Nationwide Class:** All individuals in the United States who received a Price
10 Increase Notice.

11 The following people are excluded from the Class: (1) any Judge or Magistrate presiding over this
12 action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents,
13 successors, predecessors, and any entity in which the Defendant or its parents have a controlling
14 interest and their current or former employees, officers and directors; (3) persons who properly
15 execute and file a timely request for exclusion from the Class; (4) persons whose claims in this
16 matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and
17 Defendant's counsel; and (6) the legal representatives, successors, and assigns of any such excluded
18 persons.

19 45. **Numerosity:** The exact number of members of the Class is unknown and is not
20 available to Plaintiff at this time, but individual joinder in this case is impracticable. The Class
21 likely consists of thousands of individuals. Members of the Class can be easily identified through
22 Defendant's records.

23 46. **Commonality and Predominance:** There are many questions of law and fact
24 common to the claims of Plaintiff and the other members of the Class, and those questions
25 predominate over any questions that may affect individual members of the Class. Common
26 questions for the Class include but are not limited to the following:

27 a. Whether Defendant breached its contract;

1 b. Whether Defendant violated Cal. Bus. & Prof. Code § 17200; and

2 c. Whether Defendant violated Cal. Bus. & Prof. Code § 7160.

3 47. **Typicality:** Plaintiff's claims are typical of other members of the Class, in that
4 Plaintiff and the members of the Class sustained damages arising out of Defendant's uniform
5 wrongful conduct.

6 48. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect
7 the interests of the Class and have retained counsel competent and experienced in complex class
8 actions. Plaintiff has no interest antagonistic to those of the Class, and Defendant has no defenses
9 unique to Plaintiff.

10 49. **Policies Generally Applicable to the Class:** This class action is appropriate for
11 certification because Defendant has acted or refused to act on grounds generally applicable to the
12 Class as a whole, thereby requiring the Court's imposition of uniform relief to ensure compatible
13 standards of conduct toward the members of the Class, and making final injunctive relief
14 appropriate with respect to the Class as a whole. Defendant's policies challenged herein apply and
15 affect members of the Class uniformly and Plaintiff's challenge of these policies hinges on
16 Defendant's conduct with respect to the Class as a whole, not on facts or laws applicable only to
17 Plaintiff. Plaintiff and the members of the Class have suffered harm and damages as a result of
18 Defendant's unlawful and wrongful conduct.

19 50. **Superiority:** This case is also appropriate for class certification because class
20 proceedings are superior to all other available methods for the fair and efficient adjudication of this
21 controversy because joinder of all parties is impracticable. The damages suffered by the individual
22 members of the Class will likely be relatively small, especially given the burden and expense of
23 individual prosecution of the complex litigation necessitated by Defendant's actions. Thus, it would
24 be virtually impossible for the individual members of the Class to obtain effective relief from
25 Defendant's misconduct. Even if members of the Class could sustain such individual litigation, it
26 would still not be preferable to a class action because individual litigation would increase the delay
27 and expense to all parties due to the complex legal and factual controversies presented in this

1 Complaint. By contrast, a class action presents far fewer management difficulties and provides the
2 benefits of single adjudication, economies of scale, and comprehensive supervision by a single
3 Court. Economies of time, effort, and expense will be fostered and uniformity of decisions ensured.

4 51. Plaintiff reserves the right to revise the foregoing “Class Allegations” and “Class
5 Definition” based on facts learned through additional investigation and in discovery.

6 **FIRST CAUSE OF ACTION**
7 **Breach of Contract**
8 **(On Behalf of Plaintiff and the Class)**

9 52. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10 53. Plaintiff and the Class entered into a valid contract with Defendant for the purchase
11 and installation of the Solar Roof and other accessories. Most importantly, Plaintiff and the Class
12 agreed to a specific contract price for the purchase and installation of the Solar Roof, and Defendant
13 agreed that the contract price would only change if additional costs arose with respect to repairs
14 needed to install the Solar Roof.

15 54. Plaintiff and the Class paid a deposit to purchase the Solar Roof and, in reliance on
16 Defendant honoring the contract price, began to make alterations and accommodations to their
17 properties in anticipation of the installation.

18 55. Defendant breached its contract with Plaintiff and the Class by increasing the price
19 of the Solar Roof in violation of the contract. Defendant also anticipatorily breached the contract by
20 indicating in the Price Increase Notice that it would not perform its contractual obligation to install
21 the Solar Roof unless and until Plaintiff and the Class accepted Defendant’s unilateral adjustment to
22 the contract’s terms.

23 56. Plaintiff and the Class are now damaged as a result of Defendant’s breach and
24 anticipatory breach. In order to mitigate their losses, Plaintiff and the Class will be forced to pay for
25 the price increase.

26 57. Because no comparable products to the Solar Roof currently exist, there is no
27 adequate remedy for Plaintiff and the Class under the law. As such, Plaintiff and the Class seek

1 specific performance under the last-agreed-upon Solar Roof Purchase Agreement that existed prior
2 to the Price Increase Notice.

3
4 **SECOND CAUSE OF ACTION**
5 **Violation of the California Unfair Competition Law**
6 **Cal. Bus. & Prof. Code § 17200 *et seq.***
7 **(On Behalf of Plaintiff and the Class)**

8 58. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

9 59. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et*
10 *seq.*, protects both consumers and competitors by promoting fair competition in commercial
11 markets for goods and services.

12 60. The UCL prohibits any unlawful, unfair, or fraudulent business act or practice,
13 including the employment of any deception, fraud, false pretense, false promise, misrepresentation,
14 or concealment, suppression, or omission of any material fact. A business practice need only meet
15 one of the three criteria (unlawful, unfair, or fraudulent) to be considered a violation of the statute.

16 61. Defendant’s business practices are unlawful because, as detailed below, they
17 constitute numerous violations of the CLRA and Cal. Bus. & Prof. Code § 7160.

18 62. Defendant’s business practices are fraudulent because their representations about the
19 cost of the Solar Roof were likely to deceive the general public and because Defendant falsely
20 represented its services had characteristics or were of a particular standard that they were not. The
21 price of a consumer product is a material term of a transaction because it directly affects a
22 consumer’s choice of, or conduct regarding, whether to purchase a product; thus, any deception or
23 fraud related to the price of a product is materially misleading. Defendant’s fraudulent business
24 practices include advertising deceptively low price estimates, misrepresenting the impact that its
25 design and review services would have on the final project cost, raising the price of the Solar Roof
26 at the eleventh hour (and demanding a new price inconsistent with its previous representations), and
27 misrepresenting the nature of its Price Increase Notices as unanticipated project costs.

28 63. Defendant’s business practices are also unfair. A business act or practice is “unfair”
under the UCL if the reasons, justifications and motives of the alleged wrongdoer are outweighed

1 by the gravity of the harm to the alleged victims. A business act or practice is also “unfair” under
2 the UCL if the conduct or practice is immoral, unethical, oppressive, unscrupulous or substantially
3 injurious to consumers. Defendant’s have engaged in unfair business practices, specifically, by
4 abandoning Solar Roof projects where the customer refused to agree to Defendant’s price hikes.
5 This conduct is unfair because the injuries caused by it are not outweighed by any countervailing
6 benefits to consumers or competition, and the injury is one that consumers themselves could not
7 reasonably have avoided. Given the information asymmetry between Defendant and consumers
8 regarding the true costs of the Solar Roof, Defendant knew or had reason to know that consumers
9 could not have reasonably known or discovered the true cost of the Solar Roof when conducting
10 any stage of the transaction, including signing their Solar Roof Purchase Agreement, and Defendant
11 knew or had reason to know that consumers would be injured if Defendant abandoned their project.

12 64. Defendant’s fraudulent, unlawful, and unfair conduct occurred during the sale of
13 consumer product, and therefore occurred in the course of Defendant’s business practices.

14 65. Defendant’s fraudulent, unlawful, and unfair conduct directly and proximately
15 caused Plaintiff and the Class damages.

16 66. But for Defendant’s conduct as described herein, Plaintiff and the Class would not
17 have purchased the Solar Roof or incurred any other costs associated with the anticipated
18 installation of the Solar Roof.

19 67. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff seeks an order requiring
20 Defendant to cease the unfair practices described herein and to perform the Solar Roof installations,
21 at the price it agreed to with Plaintiff and the Class.

22 **THIRD CASE OF ACTION**
23 **Violation of Cal. Bus. & Prof. Code § 7160**
24 **(On Behalf of Plaintiff and the Class)**

25 68. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

26 69. Plaintiff and the Class are a “Person” as defined by Cal. Bus. & Prof. Code § 7150.

27 70. Defendant is a “solicitor” because it advertised, solicited, and induced Plaintiff and
28 the Class to purchase a Solar Roof.

1 71. Plaintiff and the Class entered into a Solar Purchase Agreement with Defendant to
2 purchase and install the Tesla Solar Roof and other accessories. The Solar Purchase Agreement is
3 an agreement to conduct home improvement work as it includes the installation of a new home
4 improvement good and modernization of a roof on the Plaintiff's and the Class's properties.

5 72. Defendant induced Plaintiff and the Class to enter into a Solar Purchase Agreement
6 by advertising false price estimates and deceptive design and review services purportedly designed
7 to control project costs.

8 73. Defendant agreed to a contract price in writing with Plaintiff and the Class and
9 entered into the Solar Purchase Agreement, based on the outcome of Defendant's project review
10 and design.

11 74. Defendant knowingly made false statements about the true price of the Solar Roof
12 and its installation and/or made false statements about the purpose and character of its design and
13 review services.

14 75. Defendant knew or should have known the true price of the Solar Roof and
15 installation costs. Given the information asymmetry between Defendant and Plaintiff and the Class
16 regarding the true costs of the Solar Roof, Defendant knew or had reason to know that Plaintiff and
17 the Class could not have reasonably known or discovered the falsity of Defendant's representations
18 when signing their Solar Roof Purchase Agreement.

19 76. Plaintiff and the Class now seek damages, including statutory damages and
20 attorneys' fees, under Cal. Bus. & Prof. Code § 7160.

21
22 **FOURTH CASE OF ACTION**
23 **Public Injunctive Relief for Violations of**
24 **California's Consumer Legal Remedies Act**
 (On Behalf of Plaintiff)
 (Cal. Civ. Code. §§ 1750 *et seq.*)

25 77. Plaintiff incorporates the foregoing allegations as if fully set forth herein.
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27

1 78. Plaintiff brings this Count on behalf of the general public in the State of California
2 and/or for the primary benefit of the general public, and his benefit only incidentally as a member of
3 the general public, to enjoin conduct injurious to the general public.

4 79. The California Consumer Legal Remedies Act (“CLRA”) sets forth a list of
5 prohibited “unfair or deceptive” practices in a “transaction” relating to the sale of “goods” or
6 “services” to a “consumer.”

7 80. The Legislature’s intent in promulgating the CLRA is reflected in Section 1760,
8 which mandates that its terms are to be “liberally [c]onstrued and applied to promote its underlying
9 purposes, which are to protect consumers against unfair and deceptive business practices and to
10 provide efficient and economical procedures to secure such protection.”

11 81. Defendant’s Solar Roof constitutes a “good” under Cal. Civ. Code § 1761(a) and its
12 design, review, and installation services constitute “services” under Cal. Civ. Code § 1761(b).

13 82. Plaintiff is a “consumer” under Cal. Civ. Code § 1761(d) and has suffered damage as
14 a result of the use or employment by Defendant of the methods, acts, or practices set forth below,
15 which are unlawful under Cal. Civ. Code § 1770(a).

16 83. Plaintiff, on behalf of the general public, requests that the Court—to protect and
17 enforce important public rights and restrain conduct injurious to the general public—enter a
18 permanent injunction prohibiting Defendant, its agents, servants, employees, and all person acting
19 in concert with it, from engaging in the following conduct with respect to the sale of the Solar Roof:

20 (a) representing that Defendant’s pre-purchase and pre-installation review services have
21 the use or benefit of detecting additional or abnormal costs associated with the purchase of a Solar
22 Roof, when they do not, in violation of Cal. Civ. Code § 1770(a)(5);

23 (b) advertising to the general public that the Solar Roof will cost a certain amount with
24 the intent to charge consumers more than that advertised amount, in violation of Cal. Civ. Code §
25 1770(a)(9);

26 (c) representing that additional, unforeseen repair services are needed in order to install
27 the Solar Roof, when they are not, in violation of Cal. Civ. Code § 1770(a)(15);

1 (d) representing that Defendant will only change the contract price if additional repairs
2 or installation-related work is needed, when it intends to change the price of the Solar Roof product
3 itself, in violation of Cal. Civ. Code § 1770(a)(7) & (16); and/or

4 (e) offering to enter into contractual relationships with the general public governed by
5 unconscionable contract clauses, in violation of Cal. Civ. Code § 1770(a)(19).

6 84. Defendant knew, or should have known, that its representations and advertisements
7 about the quality of its pre-purchase review services and the total cost of its Solar Roof contracts
8 were false or misleading.

9 85. As a result of Defendant’s unlawful conduct, Plaintiff suffered economic damages as
10 stated herein.

11 86. Plaintiff presently seeks only injunctive relief under this count. If Defendant fails to
12 remedy the violations alleged herein within 30 days of receipt of this notice of violations, Plaintiff
13 will amend this Complaint to add claims for actual, punitive, and statutory damages pursuant to the
14 CLRA.

15 87. Plaintiff further requests that the Court—to protect and enforce important public
16 rights and prevent conduct injurious to the general public—enter a permanent injunction
17 affirmatively compelling Defendant, its agents, servants, employees, and all person acting in
18 concert with it, to disseminate corrective advertising and/or other notice to the general public
19 sufficient to accurately inform the general public about the true costs, terms, and characteristics of
20 the Solar Roof.

21 88. In addition to the public injunctive remedies set forth above, Plaintiff also seeks an
22 award of attorneys’ fees pursuant to the private attorney general doctrine, codified at Cal. Civ. Proc.
23 Code § 1021.5, for enforcing important rights “affecting the public interest.”

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff Matthew Amans, on behalf of himself and the Class, respectfully
26 request that the Court enter an order:

1 A. Certifying this case as a class action on behalf of the Class defined above, appointing
2 Plaintiff Matthew Amans as the representatives of the Class, and appointing his counsel as class
3 counsel;

4 B. Declaring that Defendant's actions, as set out above constitute a breach of contract
5 and violate the UCL, CLRA, and Cal. Bus. & Prof. Code § 7160.

6 C. Awarding damages, including injunctive relief, statutory damages, and specific
7 performance of contract;

8 D. Awarding Plaintiff and the Class their reasonable litigation expenses and attorneys'
9 fees;

10 E. Awarding Plaintiff and the Class pre- and post-judgment interest, to the extent
11 allowable;

12 F. Awarding such other injunctive and declaratory relief as is necessary to protect the
13 interests of Plaintiff and the Class; and

14 G. Awarding such other and further relief as the Court deems reasonable and just.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff Matthew Amans demands a trial by jury for all issues so triable.

17
18 Dated: May 12, 2021

Respectfully submitted,

19 **MATTHEW AMANS**, individually and on behalf of
20 all similarly situated individuals,

21 By: /s/ Lily E. Hough

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