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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DOMINICK BATTIATO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

TESLA, INC., dba TESLA MOTORS, INC.;
TESLA LEASE TRUST; and
TESLA FINANCE LLC,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT

1. VIOLATION OF THE CALIFORNIA
UNFAIR COMPETITION LAW
2. VIOLATION OF THE CALIFORNIA
FALSE ADVERTISING LAW
3. VIOLATION OF THE CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT
4. VIOLATION OF THE MAGNUSON-
MOSS WARRANTY ACT
5. BREACH OF EXPRESS WARRANTY
6. BREACH OF IMPLIED WARRANTIES
7. FRAUD AND DECEIT
8. NEGLIGENT MISREPRESENTATION
9. UNJUST ENRICHMENT
10. NEGLIGENCE

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

		Page
1		
2		
3	I. INTRODUCTION	1
4	II. JURISDICTION AND VENUE	4
5	III. PARTIES	5
6	A. Plaintiff.....	5
7	B. Defendants.....	5
8	IV. FACTUAL ALLEGATIONS	6
9	V. CLASS ACTION ALLEGATIONS	24
10	VI. CLAIMS FOR RELIEF	28
11	FIRST CLAIM	
12	Violation of the California Unfair Competition Law	
13	Cal. Bus. & Prof. Code § 17200, <i>et seq.</i>	28
14	SECOND CLAIM	
15	Violation of the California False Advertising Law	
16	Cal. Bus. & Prof. Code § 17500, <i>et seq.</i>	32
17	THIRD CLAIM	
18	Violation of the California Consumers Legal Remedies Act	
19	Cal. Civ. Code § 1750, <i>et seq.</i>	33
20	FOURTH CLAIM	
21	Violation of the Magnuson-Moss Warranty Act	
22	15 U.S.C. § 2301, <i>et seq.</i>	35
23	FIFTH CLAIM	
24	Breach of Express Warranty	
25	Cal. Civ. Code §§ 1791.2(a), 1794	37
26	SIXTH CLAIM	
27	Breach of Implied Warranties	
28	Cal. Civ. Code §§ 1791.1, 1792, 1794.....	39
	SEVENTH CLAIM	
	Fraud and Deceit.....	41
	EIGHTH CLAIM	
	Negligent Misrepresentation.....	43
	NINTH CLAIM	
	Unjust Enrichment	43
	TENTH CLAIM	
	Negligence	44
	VII. PRAYER FOR RELIEF	45
	VIII. DEMAND FOR JURY TRIAL	45

1 Plaintiff Dominick Battiato, an individual, on behalf of himself and all others similarly situated
2 (*i.e.*, the members of the Class described and defined within this Complaint), brings this class action
3 complaint against Defendants Tesla, Inc., dba Tesla Motors, Inc., Tesla Lease Trust, and Tesla Finance
4 LLC (collectively, “Defendants” or “Tesla”), and alleges as follows:

5 **I. INTRODUCTION**

6 1. This consumer class action arises out of Tesla’s misleading and deceptive statements
7 regarding its advanced driver assistance systems (“ADAS”) technology. Tesla’s ADAS technology is
8 deceptively and misleadingly marketed as autonomous driving technology under various names,
9 including “Autopilot,” “Enhanced Autopilot,” and “Full Self-Driving Capability” (“FSD”). Tesla
10 deceived and misled consumers regarding the abilities of its ADAS technology and by representing
11 that it was perpetually on the cusp of perfecting that technology and finally producing a fully self-
12 driving car.

13 2. Tesla has known for years that its statements regarding its ADAS technology were
14 deceptive and misleading, but the company made them anyway. Tesla did so to generate excitement
15 and interest in the company’s vehicles and thereby improve its financial condition by, among other
16 things, attracting investment, increasing sales, avoiding bankruptcy, driving up Tesla’s stock price,
17 and helping to establish Tesla as a dominant player in the electric vehicle market.

18 3. For example, in 2016 Elon Musk tweeted a bold prediction—that a Tesla vehicle
19 would complete a fully self-driving trip *across the United States* by “next year.” Later in 2016, Tesla
20 announced on its official blog that “All Tesla Cars Being Produced Now Have Full Self-Driving
21 Hardware.” The blog post included the misleading October 2016 video of a Tesla car purportedly
22 driving itself without incident, and suggested that Tesla was on the cusp of bringing to market cars
23 that would be fully “self-driving” and have “full autonomy.”¹ When Tesla and Musk made these
24 statements, they knew there was no reasonable chance of Tesla being able to meet those promises.

25
26
27 ¹ See The Tesla Team, “All Tesla Cars Being Produced Now Have Full Self-Driving Hardware,”
28 <https://www.tesla.com/blog/all-tesla-cars-being-produced-now-have-full-selfdriving-hardware> (Oct.

1 4. From approximately 2017 to 2019, Tesla’s website describing its “Full Self-Driving
2 Capability” technology represented that consumers who purchased or leased cars with the FSD
3 version of its ADAS technology would receive cars capable of “full self-driving in almost all
4 circumstances,” including being able to “conduct short and long distance trips with no action required
5 by the person in the driver’s seat” and with a “probability of safety at least twice as good as the
6 average human driver.” On the same webpage, Tesla went on to state:

7 All you will need to do is get in and tell your car where to go. If you don’t
8 say anything, the car will look at your calendar and take you there as the
9 assumed destination or just home if nothing is on the calendar. Your Tesla
10 will figure out the optimal route, navigate urban streets (even without lane
11 markings), manage complex intersections with traffic lights, stop signs
and roundabouts, and handle densely packed freeways with cars moving
at high speed.

12 5. Indeed, in every year since 2016, Tesla has repeatedly made deceptive and misleading
13 statements to consumers indicating that a fully self-driving, fully autonomous Tesla vehicle was just
14 around the corner, often expressly stating that would occur by the end of that calendar year or within
15 the “next year.”² For example, in May 2019, after years of failing to deliver on prior promises, Musk
16 again promised consumers that a fully self-driving Tesla car would be available by the end of that
17 year, tweeting that “everyone with Tesla Full Self-Driving will be able” to take a fully automated trip
18 in their Tesla from Los Angeles to New York.³ While tens of thousands of U.S. and California
19 consumers have purchased or leased new Tesla vehicles with ADAS technology in 2019 and every
20 year since, Tesla has yet to deliver on its repeated promises of a fully self-driving car at *any*
21 distance—much less a fully automated three-thousand-mile journey across the country.

22 6. The reality of Tesla’s ADAS technology is far different from what Tesla and Musk have
23 spent years telling consumers. Instead of providing its customers the “Full Self-Driving Capability”
24 they paid for, Tesla uses them as guinea pigs to test drive its experimental FSD Beta software on
25 public roadways, which generates data that Tesla can use to improve its software. Along the way,

26 _____
27 ² See, e.g., The Dawn Project, “Elon Musk’s broken promises,” [https://dawnproject.com/wp-](https://dawnproject.com/wp-content/uploads/2022/06/The-Dawn-Project-Musk-promises-1min-NA.mp4?_=/2)
28 [content/uploads/2022/06/The-Dawn-Project-Musk-promises-1min-NA.mp4?_=/2](https://dawnproject.com/wp-content/uploads/2022/06/The-Dawn-Project-Musk-promises-1min-NA.mp4?_=/2) (collecting video
clips of Musk making such promises from 2014 to 2021).

1 scores of Tesla owners who believed Tesla's deceptive and misleading statements about the
2 capabilities of Tesla's ADAS technology have been killed and seriously injured when that technology
3 failed, often in the face of routine roadway scenarios.

4 7. Even Tesla itself has admitted that "Full Self-Driving" is an inaccurate name. In
5 response to California regulators' concerns about Musk's public announcements in late 2020 indicating
6 that a new FSD Beta update would make Tesla vehicles autonomous, Tesla attorneys sent private
7 emails to those regulators (later disclosed in response to Public Records Act requests) walking those
8 statements back and making clear they were false. Tesla attorneys told the regulators that Tesla
9 vehicles equipped with so-called "Full Self-Driving Capability" were not fully self-driving at all, but
10 still required the driver to steer, brake, and accelerate as needed. In the meantime, Tesla and Musk
11 continued their deceptive marketing to consumers.

12 8. Plaintiff Dominick Battiato is California resident, who owns a 2021 Tesla Model 3
13 Performance and a 2022 Tesla Model Y Performance.

14 9. Plaintiff brings this class action lawsuit on behalf of himself and fellow consumers who
15 purchased or leased a new Tesla vehicle with Tesla's ADAS technology but never received the self-
16 driving car that Tesla promised them. Plaintiff brings claims against Tesla for violations of the federal
17 Magnuson-Moss Warranty Act and California's False Advertising Law, Consumers Legal Remedies
18 Act, and Unfair Competition Law, as well as common law claims for fraud and deceit, negligent
19 misrepresentation, negligence, and unjust enrichment. Plaintiff seeks various relief on behalf of
20 himself and the proposed Class, including injunctive relief prohibiting Tesla from continuing its
21 deceptive and misleading marketing of its ADAS technology, restitution of the money Plaintiff and
22 Class members paid for technology that Tesla promised but never delivered, and all available damages
23 including punitive damages to punish Tesla for years of using deceptive and misleading marketing to
24 eventually establish itself as a dominant player in the electric vehicle market.

25 10. Based on information and belief, Plaintiff alleges that at all times mentioned herein,
26 Defendants and all unknown co-conspirators were an agent, servant, employee and/or joint venture of
27 each other, and were at all times acting within the course and scope of said agency, service,
28 employment, and/or joint venture with full knowledge, permission, and consent of each other. In

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