



# Legal Document

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Superior Court of California, County of Los Angeles  
Case No. 21STCV28609

**Beatriz Rodriguez, et al. v. Tesla, Inc., A Delaware Corporation**

Document 1



**View Document**



**View Docket**

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Rupert Byrdsong

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BEATRIZ and HUMBERTO RODRIGUEZ

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

**BEATRIZ RODRIGUEZ and  
HUMBERTO RODRIGUEZ,**

Plaintiffs,

vs.

**TESLA, INC., a Delaware Corporation, and  
DOES 1 through 10, inclusive,**

Defendants.

Case No.: **21STCV28609**

**COMPLAINT**

- 1. SONG-BEVERLY ACT**
- 2. MAGNUSON-MOSS ACT**

*Assigned for All Purposes to the  
Honorable  
Department*

Plaintiffs, BEATRIZ RODRIGUEZ and HUMBERTO RODRIGUEZ, allege as follows  
against Defendants, TESLA, INC., and DOES 1 through 10 inclusive, on information and belief,  
formed after an inquiry reasonable under the circumstances:

**GENERAL ALLEGATIONS**

1. Plaintiffs are individuals residing in the City of Whittier, County of Los Angeles, and  
State of California.

1       2. Defendant TESLA, INC. is and was a Delaware corporation registered to do business in  
2 the State of California with its registered office in the City of Glendale, County of Los Angeles,  
3 State of California.

4       3. This cause of action arises out of the sale of the vehicle in question from Tesla Motors  
5 Inc. in the City of Fremont, County of Alameda, State of California.

6       4. This action involves the provision of goods intended primarily for personal, family, or  
7 household use. Plaintiff resides in Los Angeles County as of the commencement of this action;  
8 hence, venue is proper under CCP 395(b).

9       5. Plaintiffs do not know the true names and capacities, whether corporate, partnership,  
10 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive,  
11 under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does  
12 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and  
13 transactions set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to  
14 amend this Complaint to set forth the true names and capacities of the fictitiously named  
15 Defendants together with appropriate charging allegations when ascertained.

16       6. All acts of corporate employees as alleged were authorized or ratified by an officer,  
17 director or managing agent of the corporate employer.

18       7. Each Defendant whether actually or fictitiously named herein, was the principal, agent  
19 (actual or ostensible) or employee of each other Defendant and in acting as such principal or  
20 within the course and scope of such employment or agency, took some part in the acts and  
21 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiffs for the  
22 relief prayed for herein.

23       8. On March 21, 2019, Plaintiffs purchased a new 2019 Tesla Model 3, VIN:  
24 5YJ3E1EA5KF300479, ("the vehicle").

25       9. Express warranties accompanied the sale of the vehicle to Plaintiffs by which TESLA,  
26 INC. undertook to preserve or maintain the utility or performance of Plaintiffs' vehicle or provide  
27 compensation if there was a failure in such utility or performance.

10. The vehicle was delivered to Plaintiffs with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, various HVAC and structural defects.

### FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act)

11. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and realleged.

12. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code section 1790 *et seq.*, the vehicle constitutes "consumer goods" or a "new motor vehicle" and Plaintiffs have used the vehicle primarily for those purposes.

13. Plaintiffs are "buyers" of consumer goods under the Act.

14. Defendant TESLA, INC. is a "manufacturer" and/or "distributor" under the Act.

15. The sale of the vehicle to Plaintiffs was accompanied by an implied warranty that the vehicle was merchantable. The sale of the vehicle to Plaintiffs was also accompanied by Defendants' implied warranty of fitness.

16. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the vehicle.

17. Plaintiffs delivered the vehicle to TESLA, INC. authorized repair facilities for repair of the nonconformities on numerous occasions.

18. Defendants were unable to conform Plaintiffs' vehicle to the applicable express and implied warranties after a reasonable number of attempts.

19. The defects and nonconformities rendered the vehicle unmerchantable.

20. Notwithstanding Plaintiff's entitlement, Defendant manufacturer has failed to either promptly replace the new motor vehicle or promptly make restitution in accordance with the Song-Beverly Consumer Warranty Act.

1       21. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or  
2 replacement, Defendants are in breach of their obligations under the Act.

3       22. Plaintiffs are entitled to justifiably revoke acceptance of the vehicle under the Act.

4       23. Under the Act, Plaintiffs are entitled to reimbursement of the purchase price paid for  
5 the vehicle less that amount directly attributable to use by the Plaintiffs prior to discovery of the  
6 nonconformities.

7       24. Plaintiffs are entitled to all incidental, consequential and general damages resulting  
8 from Defendants' failure to comply with their obligations under the Act.

9       25. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to  
10 the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in  
11 connection with the commencement and prosecution of this action.

12       26. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two  
13 times the amount of actual damages in that TESLA, INC. has willfully failed to comply with its  
14 responsibilities under the Act.

15                                   SECOND CAUSE OF ACTION

16       (Violation of the Federal Magnuson-Moss Warranty Act - Against All Defendants)

17       27. Plaintiff incorporates herein by reference each and every allegation contained in the  
18 preceding and succeeding paragraphs as though herein fully restated and realleged.

19       28. Plaintiffs are "consumers" as defined in the Magnuson-Moss Warranty Act (referred to  
20 as "Mag-Moss"), 15 U.S.C. § 2301(3).

21       29. Defendant, TESLA, INC. is a "supplier" and "warrantor" as defined in the Mag-Moss  
22 Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

23       30. The vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. §  
24 2301(1).

25       31. In addition to the express warranty, in connection with the sale of the vehicle to  
26 Plaintiffs, an implied warranty of merchantability was created under California law. The  
27  
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1 vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the  
2 vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

3 32. Defendants violated the Mag-Moss Act when they breached the express warranty and  
4 implied warranties by failing to repair the defects and nonconformities, or to replace or  
5 repurchase the vehicle.

6 33. Plaintiffs performed all terms, conditions, covenants, promises and obligations required  
7 to be performed on Plaintiffs' part under the terms of the sales agreement, and express warranty  
8 and implied warranty except for those terms and conditions, covenants, promises and obligations  
9 or payments for which performance and/or compliance has been excused by the acts and/or  
10 conduct of the Defendants and/or by operation of law.

11 34. As a direct and proximate result of the acts and omissions of the Defendants, Plaintiffs  
12 have been damaged in the form of general, special and actual damages in an amount within the  
13 jurisdiction of this Court, according to proof at trial.

14 35. Under the Act, Plaintiffs are entitled to rescission of the contract, reimbursement of the  
15 purchase price paid for the vehicle.

16 36. Plaintiffs are entitled to all incidental, consequential and general damages resulting  
17 from Defendants' failure to comply with their obligations under the Mag-Moss Act.


18 37. Plaintiffs are entitled under the Mag-Moss Act to recover as part of the judgment a sum  
19 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably  
20 incurred in connection with the commencement and prosecution of this action pursuant to 15  
21 U.S.C. § 2310(d)(2).

22  
23 WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

- 24 1. For general, special and actual damages according to proof at trial;
- 25 2. For rescission of the purchase contract and restitution of all monies expended;
- 26 3. For diminution in value;
- 27 4. For incidental and consequential damages according to proof at trial;

- 1 5. For civil penalty in the amount of two times Plaintiffs' actual damages;  
2 6. For prejudgment interest at the legal rate;  
3 7. For reasonable attorney's fees and costs of suit; and  
4 8. For such other and further relief as the Court deems just and proper under the  
5 circumstances.

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Dated: 8/4/21

# **EXHIBIT 1**





## MOTOR VEHICLE PURCHASE AGREEMENT

### Final Price Sheet

<b>DATE OF AGREEMENT:</b>	March 21, 2019
<b>BUYER'S AND CO-BUYER'S NAME AND ADDRESS:</b>	<b>SELLER'S NAME AND ADDRESS:</b>
BEATRIZ GUADALUPE RODRIGUEZ HUMBERTO RODRIGUEZ 13108 RACIMO DR, WHITTIER, CA 90605	TESLA MOTORS INC. 6900 DUMBARTON CIRCLE FREMONT, CA 94555
<b>VEHICLE TO BE DELIVERED ON OR ABOUT:</b>	3/23/2019

DESCRIPTION OF PROPERTY						
<i>New/Used</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>Style</i>	<i>Vehicle Identification Number</i>	<i>Odometer</i>
New	2019	TESLA	Model 3	4-DR	5YJ3E1EA5KF300479	50

### PURCHASE PRICE

#### 1. Total Vehicle Price

- A. Cash price of motor vehicle, options, accessories and fees.  
(See attached Vehicle Configuration for itemization.)

\$ 39,700.00 (A)

- B. Other: N/A

\$ 0.00 (B)

- C. Other: N/A

\$ 0.00 (C)

Total Vehicle Price (A through C)

\$ 39,700.00 (1)

#### 2. Sales Tax Calculation

- A. Trade-in tax credit (if applicable)

\$ 0.00 (A)

- B. Taxable Fees (if applicable)

\$ 0.00 (B)

- C. Subtotal of Taxable Items

\$ 39,700.00 (C)

- D. Sales Tax

\$ 3,771.51 (2D)

- E. Other: N/A

\$ 0.00 (2E)

Total Cash Price (1 plus 2D and 2E)

\$ 43,471.51 (2)

#### 3. Amounts Paid to Government Agencies\*

- A. Registration/Transfer/Titling Fees

\$ 248.00 (A)

- B. License Fee (if applicable)

\$ 259.00 (B)

- C. Tire Fee (if applicable)

\$ 7.00 (C)

- D. Battery Fee (if applicable)

\$ 0.00 (D)

- E. Other Fee(s): Title Fee

\$ 0.00 (E)

- F. Other Fee(s): Registration Service Fee

\$ 0.00 (F)

Total Government Fees (A through F)

\$ 514.00 (3)

#### 4. Subtotal (2 plus 3)

\$ 43,985.51 (4)

#### 5. Total Credits

- A. Deposit

\$ 3,500.00 (A)

- B. Financed Amount: SchoolsFirst FCU

\$ 34,485.51 (B)

- C. EV Incentive (if applicable)

\$ 0.00 (C)

- D. Trade in value applied to purchase (if applicable)

\$ 0.00 (D)

- E. Customer downpayment

\$ 6,000.00 (E)

- F. Other Credits

\$ 0.00 (F)

Total Credits (A through F)

\$ 43,985.51 (5)

#### 6. Amount Due from Buyer (4 through 5)

\$ 0.00 (6)

\*Seller may retain or receive part of the amounts paid to others.

Auto Broker Fee: This transaction is not subject to a fee received by an auto broker from Seller unless this box is checked:

☐ If checked, name of auto broker receiving fee: n/a



## Motor Vehicle Purchase Agreement Vehicle Configuration

Customer Information		Description	Total in USD
BEATRIZ GUADALUPE RODRIGUEZ		Model 3	\$35,000.00
HUMBERTO RODRIGUEZ		Standard Range Plus Rear-Wheel Drive	\$2,000.00
13108 RACIMO DR,		Rear-Wheel Drive	-
WHITTIER, CA 90605		All Black Interior	-
idopoop@yahoo.com		Solid Black	-
VIN 5YJ3E1EA5KF300479		19" Sport Wheels	\$1,500.00
Reservation RN107713049		Partial Premium Interior	-
Order Payment 3,500.00		<b>Subtotal</b>	<b>\$38,500.00</b>
Accepted by Customer on 3/2/2019		Destination Fee	\$1,125.00
Odometer 50		Documentation Fee	\$75.00
		Transportation Fee (if applicable)	\$0.00
		Order Modification Fee (if applicable)	\$0.00
		<b>Total</b>	<b>\$39,700.00</b>

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.