

Matthew D. Schelkopf
Joseph B. Kenney
SAUDER SCHELKOPF LLC
1109 Lancaster Avenue
Berwyn, PA 19312
Telephone: (610) 200-0581
Facsimile: (610) 421-1326
Email: mds@sauderschelkopf.com
jbk@sstriallawyers.com

Gretchen Freeman Cappio (*pro hac vice* forthcoming)
Ryan McDevitt (*pro hac vice* forthcoming)
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3268
Telephone: (206) 623-1900
Facsimile: (206) 623-3384
Email: gcappio@kellerrohrback.com
Email: rmcdevitt@kellerrohrback.com

Attorneys for Plaintiffs

[Additional Counsel on Signature Page]

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RAY SERNA, STEVEN DIPIETRO AND
RAYMOND PRYOR, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

JAGUAR LAND ROVER AUTOMOTIVE
PLC, JAGUAR LAND ROVER LIMITED.,
JAGUAR LAND ROVER NORTH AMERICA,
LLC,

Defendants.

No.

COMPLAINT

CLASS ACTION

JURY TRIAL DEMANDED

I. INTRODUCTION

1. Plaintiffs Ray Serna, Steven DiPietro, and Raymond Pryor (collectively, “Plaintiffs”), by and through their undersigned counsel, bring this action on behalf of themselves

1 and proposed classes of past and present owners and lessees of the following: mild hybrid
2 versions of the 2021-2024 Land Rover Range Rover Velar, 2020-2023 Land Rover Range Rover
3 Evoque, 2019-2024 Land Rover Range Rover Sport, 2020-2024 Land Rover Range Rover, 2020
4 Land Rover Discovery Sport, 2021-2024 Land Rover Discovery, 2020-2024 Land Rover
5 Defender, 2021-2024 Jaguar F-Pace, 2021-2022 Jaguar E-Pace (collectively “Class Vehicles”)
6 against Defendants Jaguar Land Rover Automotive PLC, Jaguar Land Rover Limited and Jaguar
7 Land Rover North America, LLC (collectively, “Defendants” or “JLR”). All allegations made in
8 this complaint are based on the investigation of counsel and information and belief, except those
9 allegations that pertain to Plaintiffs’ vehicles, which are based on personal knowledge.
10

11 2. This case arises out of Defendants’ failure to disclose or adequately repair defects
12 of design and manufacturing in the Jaguar and Land Rover Mild Hybrid Electric Vehicles.
13 Specifically, an essential component called a Direct Current to Direct Current (“DC/DC”)
14 converter can prematurely fail, leading to widespread failure of the mild hybrid system. This
15 defect—hereinafter referred to as the Mild Hybrid System Failure Defect—poses an
16 unreasonable safety risk where the Class Vehicles experience the spontaneous loss of engine
17 power, loss of exterior vehicle lighting and a host of other issues including, but not limited to,
18 loss of driver assistance systems, charging system malfunctions, premature depletion of the 12-
19 volt battery, and an inability to start the engine. Defendants admit that this defect is the result of
20 a faulty DC/DC converter that was installed in hundreds of thousands of vehicles sold to
21 consumers throughout the United States.
22

23
24 3. On April 17, 2026, Defendants issued a national safety recall under the auspices
25 of the National Highway Traffic Safety Administration (“NHTSA”), which stated that:
26

1 A failure of the DCDC Converter will result in a loss of 12V system charging, and
2 a “Stop Safely Electrical Fault Detected” red warning. Should the customer ignore
3 the warning and continue to drive, additional warnings may appear. Continuation
4 of the journey will result in the vehicle losing motive power and coasting to a stop
after a period of time, and eventually losing exterior lighting. A loss of motive
power, or of vehicle lighting, will increase the risk of a crash.¹

5 The Safety Recall also made clear that Defendants do not have a remedy for the defect. *Id.* at 7.

6 4. This defect renders a vehicle unsafe and unfit for ordinary use: the vehicle can, at
7 any time, lose power to many critical systems during operation, including the engine, the exterior
8 lights, and driver assistance programs. Consumers may experience this defect at any time with
9 little or no warning, increasing the risk of an accident and potentially stranding the driver and
10 passengers. Loss of drive power, or of vehicle lighting, increases the risk of a crash. Ex. A at 4.

11 5. Defendants were long aware of this defect and, despite that awareness, continued
12 to sell affected vehicles without informing consumers of the defect. Defendants began receiving
13 claims and field reports regarding the Mild Hybrid System Failure Defect as early as July 2019.
14 Ex. A at 6. Despite this notice, Defendants continued to advertise and sell the Class Vehicles for
15 over six years. Defendants did not begin officially investigating the Mild Hybrid System Failure
16 Defect until 2024 and internally concluded that the defect “did not pose an unreasonable risk to
17 safety.” *Id.* After continuing to receive reports and claims from consumers following that 2024
18 investigation, Defendants created a dedicated task force to determine the cause and resolution.
19 *Id.* Only after input from NHTSA on April 7, 2026, did Defendants finally issue a safety recall.
20 *Id.*

21 6. However, while some Plaintiffs and some Class Members have had their DC/DC
22 converter replaced under warranty, Defendants have not made any permanent fix available,
23
24
25

26

¹ Part 573 Safety Recall Report 26V248, NHTSA (April 17, 2026) at 4 [hereinafter Exhibit A],
<https://static.nhtsa.gov/odi/rcr/2026/RCLRPT-26V248-5125.pdf> (last accessed 7/21/2026).

1 which means that owners and lessees of hundreds of thousands of Class Vehicles remain at risk
 2 of experiencing a potentially dangerous failure at any time. The replacements themselves are
 3 inadequate, as the replacement parts consist of the same defective part. In fact, many Class
 4 Members who have had the faulty DC/DC converter part replaced have subsequently
 5 experienced another premature failure as a result of the defect. In sum, Defendants have failed to
 6 timely or adequately resolve the Mild Hybrid System Failure Defect.
 7

8 7. Put another way, Defendants have been unable to develop, implement, and deliver
 9 a repair that relieves consumers of their current unsafe and unacceptable circumstances.

10 8. Defendants acknowledge that there is no “permanent fix” for the defect.² When
 11 the administrative bulletin related to the safety recall was updated on June 5, 2026, no permanent
 12 fix was provided.³ Furthermore, JLR makes clear that replacement of the faulty component will
 13 not serve as a permanent fix as “[n]ot all hardware and software changes are backwards-
 14 compatible, meaning that installing newer versions [of the DC/DC converter] in an older vehicle
 15 may cause other functional issues.” Ex. B at 4; Ex. C at 5; Ex. D at 4; Ex. E at 5.
 16

17 9. Had the true nature of the Mild Hybrid System Failure Defect been made known
 18 to Plaintiffs and Class members at the time of purchase, they would not have purchased or leased
 19 the vehicles, or would have paid much less for them than they did.
 20

21 ² JLR Administration Bulletin – Safety Related Recall, Pub. No. H575ADM1 and Technical Questions and Answers
 22 for JLR Recalls D126 and H575 (for Jaguar Models), May 1, 2026, at 3 [hereinafter Exhibit B],
 23 <https://static.nhtsa.gov/odi/rcl/2026/RCSB-26V248-0098.pdf> (last accessed 8/6/2026); JLR Administration
 24 Bulletin – Safety Related Recall, Pub. No. H575ADM1 and Technical Questions and Answers for JLR Recalls
 D126 and H575 (for Land Rover Models), May 1, 2026, at 4 [hereinafter Exhibit C],
<https://static.nhtsa.gov/odi/rcl/2026/RCSB-26V248-6554.pdf> (last accessed 8/6/2026).

25 ³ JLR Administration Bulletin – Safety Related Recall, Pub. No. H575ADM1 and Technical Questions and Answers
 26 for JLR Recalls D126 and H575 (for Jaguar Models), June 5, 2026, at 3 [hereinafter Exhibit D],
<https://static.nhtsa.gov/odi/rcl/2026/RCMN-26V248-4988.pdf> (last accessed 8/6/2026); JLR Administration
 Bulletin – Safety Related Recall, Pub. No. H575ADM1 and Technical Questions and Answers for JLR Recalls
 D126 and H575 (for Land Rover Models), June 5, 2026, at 4 [hereinafter Exhibit E],
<https://static.nhtsa.gov/odi/rcl/2026/RCMN-26V248-1172.pdf> (last accessed 8/6/2026)

II. JURISDICTION AND VENUE

A. Subject Matter Jurisdiction

10. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because this is a class action in which the aggregate amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and there are 100 or more class members who are citizens of different states than Defendants.

11. This Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

B. Personal Jurisdiction

12. This Court has general personal jurisdiction over Defendants because each of them conducted substantial business in this judicial district and intentionally and purposefully placed Class Vehicles into the stream of commerce within the state of New Jersey and throughout the United States.

13. Personal jurisdiction exists over Jaguar Land Rover North America, LLC because Jaguar Land Rover North America, LLC maintains its principal executive offices in this District.

14. Jurisdiction exists over Jaguar Land Rover Automotive PLC because Jaguar Land Rover Automotive PLC is ultimately responsible for the management strategy, operation, and risks for all Defendants. Jaguar Land Rover Automotive PLC monitors and reports the financial statements of Defendants, manages the overall strategy of the companies, allocates capital among them, and evaluates their strategy, performance, responsibility and accountability.

15. Jurisdiction exists over Jaguar Land Rover Limited because Jaguar Land Rover Limited's principal activity is the design, development, manufacture, and distribution of vehicles bearing the Jaguar and Land Rover marques.

1 16. Jaguar Land Rover Limited and Jaguar Land Rover Automotive PLC (“UK
 2 entities”) have sufficient minimum contacts with this District by virtue of incorporating their
 3 subsidiary, Jaguar Land Rover North America, LLC, in this District. Moreover, the UK entities
 4 transact substantial business in this District and its agents are located here.

5 17. Jaguar Land Rover North America, LLC serves as the UK entities’ North
 6 American Headquarters and manages the UK entities’ business in the United States. On
 7 information and belief, the UK entities sell the Class Vehicles to its Mahwah-based arm, Jaguar
 8 Land Rover North America, LLC, which is the sole distributor and seller of the Class Vehicles to
 9 numerous authorized Jaguar and Land Rover dealerships throughout the United States. More
 10 than 25 percent of the vehicles designed and manufactured by the UK entities were distributed
 11 for sale or lease in North America, and all of those were distributed through Jaguar Land Rover
 12 North America, LLC.⁴ And of JLR’s global sales, MHEV vehicles made up 62%.⁵

13 18. There are numerous authorized Jaguar and Land Rover dealerships in this District
 14 and throughout the state of New Jersey. Together, these authorized dealers sold a significant
 15 number of Class Vehicles. While Jaguar Land Rover North America, LLC’s, primary place of
 16 business is in New Jersey, it conducts substantial operations throughout the United States
 17 through its authorized dealerships.

18 **C. Venue**

19 19. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial
 20 part of the events or omissions giving rise to Plaintiffs’ claims occurred in this District.
 21
 22
 23
 24

25 ⁴ JLR Annual Report 2025, https://media.production.jlrms.com/2025-05-21/pdf/ace3bbcb-c6a6-4254-b9a1-3eb74c1da1b7/JLR%20Annual%20Report%202025_VF_21052025.pdf?VersionId=ONqfzVXRJ3OMr9Y4KDBP_H6S5s3GD22SI (last accessed 8/6/26) at 28 [hereinafter JLR Annual Report 2025].
 26

⁵ *Id.* at 30.

1 Defendants have marketed, advertised, sold, and/or leased the affected vehicles in this District,
2 and otherwise conducted extensive business in this District.

3 **III. PARTIES**

4 **A. Plaintiffs**

5 20. Plaintiff Ray Serna is a citizen of the State of California and resides in La Mirada,
6 California. La Mirada is located in Los Angeles County, California.

7 21. Plaintiff Steven DiPietro is a citizen of the State of New York and resides in
8 Levittown, New York. Levittown is located in Nassau County, New York.

9 22. Plaintiff Raymond Pryor is a citizen of the State of Pennsylvania and resides in
10 Harveys Lake, Pennsylvania. Harveys Lake is located in Luzerne County, Pennsylvania.

11 **B. Defendants**

12 23. Jaguar Land Rover Automotive PLC (“JLR Automotive”) is a corporation
13 incorporated under the laws of England and Wales with its principal place of business located at
14 Abbey Road, Whitley, Coventry, CV3 4LF, England. For the purposes of jurisdiction, JLR
15 Automotive is a citizen of the United Kingdom with its principal place of business in England.
16 JLR Automotive is a wholly owned subsidiary of Tata Motors, an Indian corporation. JLR
17 Automotive’s activities include “the design, development, manufacture and marketing of high-
18 performance luxury saloons, specialist sports cars, four-wheel drive off-road vehicles and related
19 components,” including the Jaguar and Land Rover vehicles at issue here. JLR Automotive is
20 primarily responsible for strategic direction, financial oversight, risk management and operation
21 oversight of Defendants. In its role managing the Jaguar and Land Rover entities, JLR
22 Automotive monitors and reports the financial statements of Defendants, manages the overall
23 strategy of the companies, allocates capital and the Board evaluates strategy, performance,
24
25
26

1 responsibility and accountability. Simply put, JLR Automotive is the brains of the Jaguar and
2 Land Rover operations and at all relevant times directed and controlled the activities of
3 Defendants.

4 24. Jaguar Land Rover Limited (“JLR Limited”) is a corporation incorporated under
5 the laws of England and Wales with its principal place of business located at Abbey Road,
6 Whitley, Coventry, CV3 4LF, England. For the purposes of jurisdiction, JLR Limited is a citizen
7 of the United Kingdom with its principal place of business in England. JLR Limited is a wholly
8 owned subsidiary of JLR Automotive, which is itself a wholly owned subsidiary of Tata Motors,
9 an Indian corporation.⁶ JLR Limited’s activities include “the design, development, manufacture
10 and marketing of premium all-terrain vehicles and luxury performance cars,” including the
11 Jaguar and Land Rover vehicles at issue here.⁷ JLR Limited is the operating company of JLR
12 Automotive and acts as the day-to-day operational and management hand of JLR Automotive.
13 JLR Limited “executes the strategy of” JLR Automotive and evaluates the Defendants’
14 performance against the budget and forecast.⁸ JLR Limited “is also responsible for overseeing
15 the implementation of appropriate risk assessment processes and controls to identify, manage
16 and mitigate the principal risks.”⁹ Accordingly, as part of its ordinary operations, JLR Limited
17 received material information concerning the existence of the Defect.
18
19

20 25. Jaguar Land Rover North America, LLC (“JLRNA”) is a Delaware limited
21 liability company with its principal place of business located at 100 Jaguar Land Rover Way,
22 Mahwah, New Jersey 07495. JLRNA is a wholly owned subsidiary of JLR Limited, a United
23

24
25 ⁶ JLR Annual Report 2025 at 77.

26 ⁷ *Id.* at 111.

⁸ *Id.* at 81.

⁹ *Id.*

Kingdom corporation. JLR Limited is a wholly owned subsidiary of JLR Automotive, which is itself a wholly owned subsidiary of Tata Motors, an Indian corporation¹⁰. For the purposes of jurisdiction, JLRNA is a citizen of the United Kingdom with its principal place of business in Mahwah, New Jersey. JLRNA's activities include advertising, marketing, distributing, leasing, warranting and servicing Jaguar and Land Rover vehicles through both Jaguar and Land Rover's 344 dealerships throughout the United States. JLR Limited sells the Jaguar and Land Rover brand vehicles to JLRNA so that JLRNA may sell and distribute the vehicles to the authorized dealerships throughout the United States. JLRNA thus acts as the UK entities' North American arm, through which the UK entities perform substantial activities, including the underlying factual allegations of this case. For example, JLR Limited owns and controls JLRNA's website.

26. In 2016, Defendants announced that "Jaguar Land Rover, North America, the Mahwah-based arm of British premium automaker Jaguar Land Rover Limited" would begin expanding an office complex in Mahwah, New Jersey to "be the site of its new North American headquarters."¹¹

27. In a 2018 announcement regarding JLRNA's new Mahwah, New Jersey headquarters, the JLRNA President & CEO noted "[t]he opening of our all new headquarters in New Jersey ushers in a new era for Jaguar Land Rover in North America in which we will have growing sales, expanded model lineups, and breakthrough technology."¹²

¹⁰ *Id.* at 77, 167-68.

¹¹ JAGUAR LAND ROVER EXPANDS NEW JERSEY PRESENCE WITH MOVE OF NORTH AMERICAN HEADQUARTERS TO NEW LARGER HOMEBASE IN MAHWAH, N.J., September 20, 2016, <https://media.jaguarlandrover.com/en-us/news/2016/09/jaguar-land-rover-expands-new-jersey-presence-move-north-american-headquarters-new#:~:text=%E2%80%9CTo%20accommodate%20our%20growing%20business,Land%20Rover%20North%20> (last accessed 8/6/2026).

¹² JAGUAR LAND ROVER CELEBRATES OPENING OF NEW NORTH AMERICAN HEADQUARTERS. March 27, 2018, <https://media.jaguarlandrover.com/en-us/news/2018/03/jaguar-land-rover-celebrates-opening-new-north-american-headquarters> (last accessed 8/6/2026).

28. At all relevant times, JLRNA acted as the authorized agent, representative, servant, employee and/or alter egos of JLR Limited and JLR Automotive while performing activities including but not limited to advertising, warranties, warranty repairs, dissemination of technical information and monitoring the performance of Class Vehicles in the United States, including substantial activities that occurred within this jurisdiction.

IV. FACTUAL ALLEGATIONS

A. JLR's "Reimagine" Strategy and Shift to Electric Vehicles

29. In 2021, Defendants announced that a massive shift from manufacturing traditional internal combustion vehicles to electric vehicles would occur over the next decade, which they branded as the "Reimagine" strategy.¹³ Defendants estimated that the Jaguar brand would be "electric-only" by 2025, and that 60 percent of Land Rover vehicles sold by 2030 would be "equipped with zero tailpipe powertrains."¹⁴ This announcement came on the heels of the United Kingdom's announcement that it plans to ban purely internal combustion engine vehicles by 2030.¹⁵

B. How the MHEV System Operates

30. Defendants offer a range of electric vehicles, including fully electric vehicles, plug-in electric hybrid vehicles ("PHEV"), and mild hybrid vehicles ("MHEV"). This action concerns Defendant's MHEV offerings. MHEV and PHEV vehicles are similar in that both

¹³ JAGUAR LAND ROVER TO REIMAGINE THE FUTURE OF MODERN LUXURY BY DESIGN <https://www.jaguar.com/en-za/jdx/news/jaguar-land-rover-to-reimagine-the-future-of-modern-luxury-by-design.html> (last accessed 8/6/2026); <https://www.jlr.com/reimagine> (last accessed 8/6/2026).

¹⁴ JAGUAR LAND ROVER TO REIMAGINE THE FUTURE OF MODERN LUXURY BY DESIGN <https://www.jaguar.com/en-za/jdx/news/jaguar-land-rover-to-reimagine-the-future-of-modern-luxury-by-design.html> (last accessed 8/6/2026).

¹⁵ Ambrose, Jillian, UK plans to bring forward ban on fossil fuel vehicles to 2030, September 21, 2020, <https://www.theguardian.com/environment/2020/sep/21/uk-plans-to-bring-forward-ban-on-fossil-fuel-vehicles-to-2030> (last accessed 8/6/2026).

1 utilize a standard internal combustion engine alongside some form of electric propulsion, but
2 differ in how they charge their electric batteries and use their electric propulsion. A PHEV
3 system can be charged from an outside power source, while a MHEV cannot. JLR's MHEV
4 system instead captures and stores energy that a vehicle typically loses when decelerating. The
5 MHEV system then utilizes the stored energy to assist with engine power and efficiency. The
6 MHEV system is designed to allow the internal combustion engine to turn off when coasting,
7 braking or stopping.¹⁶ This system is meant to significantly boost the fuel economy of a MHEV
8 equipped vehicle while lowering emissions, and is a major selling point of the Class Vehicles. A
9 MHEV is attractive to many consumers because it offers enhanced fuel economy and lower
10 emissions without the lifestyle changes that might be required to adapt to charging a PHEV or
11 fully electric vehicle.
12

13 31. The MHEV system is also different from some hybrid vehicle systems, despite
14 the presence of an electric battery, in that a MHEV cannot operate on electric power alone. The
15 Class Vehicles' traditional internal combustion engine is combined with a 48-volt electric
16 battery, a belt-integrated starter generator ("BiSG"), a DC/DC converter and an electronic
17 control module to enhance the efficiency of the internal combustion engine.
18

19 32. The BiSG acts like both a motor and a generator. First, it uses the energy from the
20 48-volt electric battery to supplement the engine's torque in low gears, allowing for a smoother
21 and more powerful start without using additional fuel, and a more effective and efficient
22 automatic start/stop system. Second, it acts like a generator as it uses the vehicle's momentum
23 from decelerating or braking to generate 48-volt electricity, which is then captured and stored by
24
25

26 ¹⁶ MILD-HYBRID (MHEV) CARS EXPLAINED, <https://www.jaguar.com/en-xi/jdx/electric-cars/mild-hybrid.html>
(last accessed 8/6/2026).

1 the 48-volt electric battery. The electronic control module allows for coordination between
2 sensors, control units and power management systems. The DC/DC converter takes the energy
3 stored by the 48-volt electric battery and converts it to a lower voltage for use by the 12-volt
4 battery, which powers many essential functions of the Class Vehicles.

5 33. This complex system relies on all components effectively and simultaneously
6 working together.
7

8 **C. The Mild Hybrid System Failure Defect**

9 34. The Class Vehicles, like other MHEVs, are equipped with two separate batteries.
10 First, like a traditional internal combustion engine vehicle, the Class Vehicles are equipped with
11 a 12-volt lead-acid type battery that supports everyday vehicle functions. Second, they are
12 equipped with a 48-volt electrical battery that is the core of the MHEV system and used to power
13 or assist parts of the Class Vehicle that would normally be powered by an internal combustion
14 engine, including the BiSG system used for low-gear acceleration and starting from a stop, as
15 well as recharging of the 12-volt battery.
16

17 35. As the energy stored by the MHEV system is a higher voltage than the 12-volt
18 system, a DC/DC converter is required. The converter manages the MHEV electrical current (48-
19 volt) and converts it to the 12-volt system so that the 12-volt battery can continuously recharge
20 and continue to support vehicle functions. This is an essential part of the electrical system of the
21 Class Vehicles and is the backbone of the MHEV system. A malfunctioning DC/DC converter is
22 fatal to the vehicle's operation and renders the Class Vehicles unfit and unsafe for daily use. The
23 defect can cause a range of serious malfunctions, including, but not limited to, loss of engine
24 power or exterior lighting, charging system malfunctions, premature depletion of the 12-volt
25 battery, and an inability to start the internal combustion engine at all.
26

1 36. The 12-volt battery in the Class Vehicles, even though they are MHEVs, operates
2 many of the same functions that a 12-volt battery in an internal combustion vehicle does:
3 accessories like windshield wipers, interior and exterior lights, powered windows and seats,
4 heating and cooling fans, among many other everyday functions. Furthermore, as in any other
5 vehicle equipped with an internal combustion engine, the 12-volt battery provides the electricity
6 used to start the engine. If the 12-volt battery is unable to adequately recharge, the Class
7 Vehicles lose critical functions, including the ability to start the engine.
8

9 37. As Defendants state in the Safety Recall Report, the Mild Hybrid System Failure
10 Defect is the result of a faulty DC/DC converter—an essential part of the MHEV electrical
11 system—and the defect can lead to serious safety risks for Class Members and passengers. Ex. A
12 at 4. Class Members can experience the Mild Hybrid System Failure Defect at any time and with
13 little to no warning. Defendants estimate that 100 percent of Class Vehicles have the Mild
14 Hybrid System Failure Defect. Ex. A at 1.
15

16 38. As a result of the Mild Hybrid System Failure Defect, the Class Vehicles can
17 experience spontaneous electrical failure posing a serious and unreasonable safety risk. As stated
18 by Defendants:

19 A failure of the DCDC Converter will result in a loss of 12V system charging, and
20 a “Stop Safely Electrical Fault Detected” red warning. Should the customer ignore
21 the warning and continue to drive, additional warnings may appear. Continuation
22 of the journey will result in the vehicle losing motive power and coasting to a stop
23 after a period of time, and eventually losing exterior lighting. A loss of motive
24 power, or of vehicle lighting, will increase the risk of a crash.

25 Ex. A at 4. This defect can lead to Class Members being stranded, or worse, crashing.
26

 39. This safety risk is further exacerbated by the simple fact that there is not always a
safe place to turn out or pull over once the Class Vehicle displays a warning. For example, a

driver may be on a stretch of an interstate where there are no shoulders and no nearby exits or a
COMPLAINT - 13

KELLER ROHRBACK L.L.P.

1201 Third Avenue, Suite 3400
Seattle, WA 98101-3268
TELEPHONE: (206) 623-1900
FACSIMILE: (206) 623-3384

1 driver may be stuck in bumper to bumper traffic and unable to quickly move to a safe area before
 2 the Class Vehicle shuts down. Furthermore, Class Vehicles can experience symptoms beyond
 3 those listed in the Recall Notice, including loss of steering, loss of brakes, stalling, vehicle
 4 shutdowns, and a host of other electrical system issues.



17

22 40. Notably, Class Members state that the Mild Hybrid System Failure Defect can
 23 cause failures without warning,¹⁸ contrary to the Recall Notice, leading to an even higher safety
 24 risk and an even higher risk of crashing.

26 ¹⁷ https://www.reddit.com/r/RangeRover/comments/1in6xy5/electrical_fault_for_2025_rr/ (last accessed 8/6/2026).

¹⁸ <https://www.reddit.com/r/LandRover/comments/1rlfui/comment/o86xfgr/> (last accessed 8/6/2026).

1 41. One consumer, with the Reddit username Wilder4adventures, reports that his
2 Defender failed on “an uphill blind curve on a mountain pass” and that they could not get to the
3 shoulder before the vehicle stopped and “the vehicle began to roll backwards into traffic.”¹⁹ That
4 same consumer states that during that incident, the Mild Hybrid System Failure Defect caused
5 “the scariest accident” involving a semi-truck.²⁰ For Wilder4adventures, the risk of a crash due to
6 the Mild Hybrid System Failure Defect is not just a possibility, but a certainty.
7

8 42. Even if Class Vehicles do in fact display a warning when a failure occurs, no
9 information is provided about how long Class Vehicles can safely operate after the warning
10 displays. Class Members are left in the dark about the length of time that they have to locate a
11 safe area to pull over, even if the Class Vehicle’s warning system operates as intended.
12 Consumers report varying times, with some noting a few minutes of continued operation and
13 others noting a few seconds of operation following the warning. Some consumers report that
14 their Class Vehicles, after displaying a warning, continue to operate for less than thirty seconds,
15 an insufficient amount of time to safely pull over. This further exacerbates the serious safety
16 risks of the Defect.
17

18 43. Once Class Members experience a failure caused by the Defect, some consumers
19 report that jumpstarting the vehicle does not resolve this issue as power loss is immediate, and
20 the vehicle is unable to stay operational for long enough to load the vehicles onto tow trucks.
21

22 44. The Mild Hybrid System Failure Defect has already caused failures in numerous
23 Class Vehicles and continues to do so. On information and belief, so many failures have
24 occurred, and so many Class Members have sought repair for the defect, that Defendants have
25

26 ¹⁹ <https://www.reddit.com/r/NewDefender/comments/1q6zn16/comment/ognl5h4/> (last accessed 8/6/2026).

²⁰ <https://www.reddit.com/r/LandRover/comments/1rilfui/comment/oeK3uow/> (last accessed 8/6/2026).

1 been unable to keep sufficient stock of the DC/DC converter. Class Members report significant
 2 delays in Defendant's attempts at repair due to insufficient stock. These delays often cause Class
 3 Members additional out-of-pocket expenses, i.e., obtaining other forms of transportation, while
 4 waiting for unexpected and extended periods of time for Defendants to "repair" the Class
 5 Vehicles—a repair that Defendants admit does not prevent further failures.

6
 7 45. On April 29, 2026, Defendants issued a national safety recall for the Mild Hybrid
 8 System Failure Defect. The recall describes the issue and the effect on vehicle operation as:

9 A failure of the DCDC Converter will result in a loss of 12V system charging, and
 10 a "Stop Safely Electrical Fault Detected" red warning. Should the customer ignore
 11 the warning and continue to drive, additional warnings may appear. Continuation
 12 of the journey will result in the vehicle losing motive power and coasting to a stop
 after a period of time, and eventually losing exterior lighting. A loss of motive
 power, or of vehicle lighting, will increase the risk of a crash.

13 Ex. A at 1. Defendants acknowledge that there is no "permanent fix" for the defect. Ex. B at 3;
 14 Ex. C at 4; Ex. D at 3; Ex. E at 4. When the administrative bulletin related to the safety recall
 15 was updated on June 5, 2026, no permanent fix was provided. Ex. D at 3; Ex. E at 4.
 16 Furthermore, the recall makes clear that replacement of the faulty component will not serve as a
 17 permanent fix as "[n]ot all hardware and software changes are backwards-compatible, meaning
 18 that installing newer versions [of the DC/DC converter] in an older vehicle may cause other
 19 functional issues." Ex. B at 4; Ex. C at 5; Ex. D at 4; Ex. E at 5.

20
 21 46. Defendants have been unable to develop, implement, and deliver a repair that
 22 relieves consumers from their current unsafe and unacceptable circumstances. Even if they could
 23 do so tomorrow, Class Members would still have suffered economic harm. Had Defendants
 24 disclosed the Class Vehicles' true characteristics, consumers would have paid much less for the
 25 Vehicles, or would not have bought or leased them at all. This means that Class Vehicles were at
 26

the point of purchase or lease, and still are, less valuable than bargained for and reasonably

1 expected, because of the defect. Consumers unwittingly acquired life-threatening risk when
2 acquiring their Class Vehicles, which they would not have voluntarily assumed at all or without
3 compensation. Consumers paid for reasonably expected value during this time period, which the
4 Defect prevented them from receiving.

5 47. Consumers who drove their Vehicles less frequently because of the inherent
6 safety risks associated with the defect and other reasons related to the defects, lost benefits of use
7 and the option for use, while their Vehicles still depreciated as they aged.

8
9 **D. Defendants Knew About the Mild Hybrid System Failure Defect**

10 48. Defendants have long been aware of the Mild Hybrid System Failure Defect.
11 They learned of the Mild Hybrid System Failure Defect through pre-release testing including
12 with respect to the MHEV system, as it is an integral part of the Class Vehicles. Defendants' pre-
13 sale testing of the Class Vehicles would have necessarily revealed the Defect to them.

14 49. Defendant's knowledge of the Mild Hybrid System Failure Defect is also
15 confirmed by numerous consumer complaints about the issue. Defendants have been aware of
16 the Mild Hybrid System Failure Defect since, at the latest, 2019, when consumer complaints
17 were reported directly to Defendants. Ex. A at 6.

18 50. Failures due to the Mild Hybrid System Failure Defect are widespread, and
19 Defendants are aware of them, not only because Plaintiffs and Class members brought them to
20 Defendants' notice by bringing their vehicles to Defendants' authorized dealers for repair, but
21 also because of the many complaints lodged by consumers with the National Highway
22 Transportation Safety Agency ("NHTSA"), with Defendants directly, and in online fora that
23 Defendants, on information and belief, monitor. Defendants' knowledge is further evidenced by
24 Defendants' Technical Service Bulletins ("TSB") and Special Service Messages ("SSM").
25
26

51. NHTSA maintains a database of motor-vehicle consumer complaints submitted since January 2000. Consumers are able to submit complaints online or by phone in which they provide information that includes the make, model, and model year of the vehicle, the approximate incident date, the mileage at which the incident occurred, and a description of the incident. Below are examples and excerpts from NHTSA complaints and online forums that illustrate consumers' experiences with the Mild Hybrid System Failure Defect in the Class Vehicles, and the severity and safety risk of the defect:

NHTSA Complaints regarding Land Rover Class Vehicles

NHTSA ID Number: 11704846

Incident Date: December 10, 2025

Consumer Location: WASHINGTON, DC

Well maintained vehicle I've been sole owner of. Driving normally along highway at normal speed. Electrical issue warning alert pops up, immediately goes away. This happened again, car fills with smoke and is immediately on fire. Happened very quickly. Have had zero issues with this vehicle otherwise. No warnings. Car was functioning perfectly leading up to the incident.

NHTSA ID Number: 11734457

Incident Date: March 20, 2026

Consumer Location: ALBUQUERQUE, NM

In march 2036 my car just completely stopped in 5pm traffic and I was almost hit over a dozen times car wouldn't albe to be moved because it completed died out. When I took it to JLR had to have it towed twice . They said it was the battery and that it needed to be calibrated, sent me home and same day car stalled again in a busy traffic, this time they said it was my alternator and that my own system was shorted out, and they had to replace the alternator. Wants to charge me \$4k , then I get a call saying it's the DC Dc Converter and it's shorted out my electric system and alternator! Don't know I'what to believe ! Before my car died it first said charging. Battery low and died out while I was getting Dutch bros but started up right away, two days later I got the warning lights all flashing and then died completely

NHTSA ID Number: 11502770

Incident Date: January 19, 2023

Consumer Location: CHESTER, PA

My car completely shut down at a traffic light as I took my foot off of the brake to begin my turn on green. This resulted in my car having to be towed by the police because where my car shut down in the middle of the street was a traffic hazard. The police even tried to

1 jump the battery but nothing worked. There were multiple incidences of the like before
 2 hand, but the car usually restarted after shutting down. This time, it would not restart and
 3 resulted in a \$400+ towing bill. Messages on dash were, Transmission not in Park and
 4 Battery low.

5 NHTSA ID Number: 11444341
 6 Incident Date: December 19, 2021
 7 Consumer Location: Unknown
 8 Car stop while driving.

9 NHTSA ID Number: 11733988
 10 Incident Date: March 13, 2026
 11 Consumer Location: PINEVILLE, LA
 12 The contact owns a 2019 Land Rover Range Rover Sport. The contact stated that while
 13 driving approximately 65-70 MPH, the contact believed that the battery warning light
 14 was illuminated before the vehicle shut off. The steering wheel became inoperable. The
 15 contact was able to pull over to the median, where an independent mechanic attempted to
 16 restart the vehicle, but the vehicle failed to restart. The vehicle was towed to VEX
 17 European, where an unknown diagnostic result was retrieved, and the vehicle was
 18 repaired. The contact later became aware of NHTSA Campaign Number: 26V248000
 19 (ELECTRICAL SYSTEM) online and associated the failure with the recall; however, the
 20 VIN was not included. The manufacturer was contacted and referred the contact to
 21 the NHTSA Hotline to report the failure. The failure mileage was approximately 72,000.

22 NHTSA ID Number: 11721427
 23 Incident Date: January 7, 2026
 24 Consumer Location: DURANGO, CO
 25 Vehicle experienced sudden and complete shutdown while driving immediately after
 26 crossing railroad tracks. Dashboard warning displayed "battery failure." Vehicle would
 not restart and would not shift into neutral, leaving it immobilized in traffic. Police
 department called and traffic was managed by 2 police officers. Vehicle was stuck on
 roadway and required manual override procedure (unknown to owner) to shift into
 neutral before being pushed off roadway. Vehicle was towed 250 miles. Dealership has
 indicated hybrid battery/system failure and ordered replacement battery. Concern:
 Sudden total loss of propulsion and inability to shift into neutral creates serious roadway
 safety hazard. If this had occurred seconds earlier, vehicle could have been immobilized
 directly on railroad tracks. Request investigation into hybrid battery/system failures
 causing sudden total shutdown without safe-mode capability.

27 NHTSA ID Number: 11733585
 28 Incident Date: February 9, 2026
 29 Consumer Location: Unknown
 30 The DC/DC converter went out. While driving [XXX], all the warning lights came on, no
 abs, no front collision warning and all other safety warnings lights flashed. Immediately
 after the lights came on vehicle completely shut down while driving leaving me stranded

1 in the street in Greenwood, AR. I had my vehicle towed to the dealership. Land Rover
2 was already aware of the DC/DC converter issue but told me it was the battery which I
3 paid to have replaced. I drove my vehicle home from the dealership. After arriving home
4 my vehicle would not lock. I contacted the dealership and was advised to bring it back in
5 when they had an appt in 3 weeks. I could not drive my vehicle due to not being able to
6 lock it. While driving the vehicle to the dealership to get repaired because it would not
7 lock, my vehicle shut down this time leaving me stuck in a blind spot on a rural highway
8 (55mph speed limit) with no where to pull over due to deep drainage ditches on the
9 shoulder. For two hours I had to wave at vehicles letting them know there was a
10 dangerous hazard in the road (my vehicle) while waiting for the tow truck. My vehicle
11 was again towed to the dealership, 126 miles away. It was at this time I was advised by
the service advisor later confirmed by the General Manager, Land Rover had an ongoing
problem with the DC/DC converters. My vehicle has been at the dealership since
February 9, 2025 because they do not have the DC/DC converter available. The
dealership does not provide loaner vehicles. I have since researched the internet and
found numerous articles and other complaints regarding the DC/DC converters going out
in Land Rover vehicles. INFORMATION REDACTED PURSUANT TO THE
FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

12 NHTSA ID Number: 11721537

13 Incident Date: February 4, 2026

14 Consumer Location: EASTON, PA

48V DCDC converter failed leaving car with no power or option to move safety to the
side of the road. Part currently backordered due to a high amount of failures.

15 NHTSA ID Number: 11720714

16 Incident Date: February 5, 2026

17 Consumer Location: STRATFORD, NJ

While traveling at highway speeds, the vehicle suffered a sudden and total loss of motive
power (high-speed stall) without prior symptoms. A "Charging System Fault" message
appeared seconds before the engine and all critical electrical systems shut down. This
failure occurred in active traffic, resulting in the immediate loss of power steering and
electronic braking assistance, creating an imminent collision risk for the occupants and
surrounding motorists. Component Failure: The authorized dealer confirmed the failure
of the DC-DC Converter (original part LR176476), which regulates the 48V-to-12V
charging cycle. The component is currently held by the dealer and available for
inspection. The failure caused a secondary total depletion of the 12V battery, rendering
the vehicle's safety lighting and hazard signals inoperable. Manufacturer Awareness: The
dealer confirmed the original part has been discontinued and superseded by a revised
design (Part 433123472) due to known defects. Furthermore, the dealer stated that
multiple other vehicles are currently grounded at their location awaiting the same
backordered safety component. There is currently no estimated time of arrival for the
revised part, leaving the vehicle indefinitely sidelined due to a systemic manufacturing
flaw.

1 NHTSA ID Number: 11692476

2 Incident Date: October 1, 2025

3 Consumer Location: Unknown

4 Faulty code P0A7B and P0A1F for the Battery Energy Control Module BECM was
5 diagnosed. Check engine light appeared and then car shut off at a light when attempting
6 to press accelerator. Was told by dealer the part needed replacement instead of just a
7 software update. A recall was shown in general for my year and type but not specifically
8 for my vehicle. My vehicle should be included with this recall to replace the component.

9 NHTSA ID Number: 11733374

10 Incident Date: November 9, 2025

11 Consumer Location: Unknown

12 Loss of all driving power. Gave fail code of Battery fail. We replaced the battery and
13 still didn't work. Then we were told we needed to replace the alternator. Replaced alternator
14 and still failed. Now being told that we need to replace the dc dc converter...we have paid
15 for the part but that part is on back order and we have now been without a vehicle for 6
16 months

17 NHTSA ID Number: 11725005

18 Incident Date: March 11, 2026

19 Consumer Location: Unknown

20 On March 11, 2026, the vehicle's DC/DC Converter failed completely without warning. It
21 was towed to the Land Rover of Monmouth (NJ) where this failure was confirmed. The
22 failure of the DC/DC converter resulted in the vehicle going completely "dead" while
23 driving with my wife and children. There was no warning. Fortunately for my family and
24 I, it occurred on a side street by my home and did not occur on a highway or other busy
25 road. Had this occurred on a highway or busy road, this would have absolutely put our
26 lives in danger. As noted, the failure of the DC/DC converter was confirmed by the Land
Rover of Monmouth (NJ) authorized dealership (I have a video from the dealership
stating and confirming the failure). There were zero warnings at the time it occurred; it
just lost power and shut down. Based on my research after this incident, it appears to be a
pervasive problem with Land Rover and while there appear to be active recalls for certain
Land Rover models, inexplicably, there is no current recall for this particular model. My
wife and I are very concerned that even if/when it is repaired, this will happen again. This
is the primary vehicle my wife uses for transportation with our young children and I am
extremely afraid of the risk that this poses to their lives. I've notified the dealership from
where I purchased it and was directed to contact Land Rover USA. I have not heard back
from Land Rover USA. This well-documented, pervasive defect puts lives at risk and is
extremely dangerous. As an attorney, I find Land Rover's knowledge of this frequent and
extensive issue -- while only having a limited recall and not providing any information to
owners of other Land Rover vehicles -- is a reckless disregard for the safety of others and
creates an unreasonable risk of harm to others, like my family.

NHTSA ID Number: 11501496

Incident Date: July 23, 2022

Consumer Location: RIVERVIEW, FL

A recall was repaired on the vehicle in July 2022. Within 48 hours of repair, a high voltage warning appeared on the vehicle. The vehicle was taken in for service however the service department at Land Rover Tampa refused to check the warning because the light was not on at the time the vehicle arrived at the dealership. Approximately 2 weeks later, the low battery warning appeared on the vehicle and every electrical function of the vehicle began to shut down within 15 minutes of the warning. The vehicle was completely disabled and couldn't even have a battery jump or replacement. AAA was called and after inspection, AAA refused to sell a new battery because the diagnostics determined that the alternator needed to be replaced. The vehicle had to be towed twice before arriving to the retailer. The retailer initially attempted the repair the issue and disregarded the diagnostic from AAA by replacing the batteries however it did not work. The retailer attempted to repair the issue 4 more times prior to returning the vehicle to the owner August 12, 2022. However, at pick up the low battery warning appeared once again and the service advisor stated that the warning would go away after driving. Less than 24 hours later, the low battery warning reappeared, the vehicle immediately began to shut down and the vehicle was completely disabled after crossing 4 lanes of traffic. The retailer towed the vehicle to its service department and attempted to repair the issue again. Unfortunately, the repair did not work and the vehicle was towed again on September 23, 2022 after the retailer was test driving the vehicle. The vehicle is still inoperable as of January 12, 2023. The vehicle is unsafe and Land Rover Corporate and all retailers are aware of this issue.

NHTSA ID Number: 11722515

Incident Date: February 14, 2026

Consumer Location: Unknown

The contact owns a 2021 Land Rover Range Rover. The contact stated that while his wife was operating the vehicle, the battery indicator warning light was illuminated on the instrument cluster. The following morning, the vehicle failed to start and became inoperable. An independent mechanic initially replaced the alternator; however, the alternator replacement failed to fix the vehicle. Several diagnostic tests confirmed a failure of the DC-to-DC converter. The contact referenced NHTSA Campaign Number: 20V683000 (ELECTRICAL SYSTEM) as a possible cause for the failure; however, the VIN was not included in the recall. The vehicle was not repaired. The manufacturer was notified of the failure. The failure mileage was 31,600.

NHTSA ID Number: 11711927

Incident Date: January 14, 2026

Consumer Location: AURORA, OH

3 WEEK OLD BATTERY WAS DESTROYED DUE TO FAILURE OF THE DC/DC CONVERTER PART IS ON BACKORDER FOR TWO MONTHS

NHTSA ID Number: 11734166

Incident Date: January 13, 2026

Consumer Location: EMPORIUM, PA

1 As I was driving along a red light came on and within 20 minutes my whole car ,
2 electronics and everything shut down on the turnpike and I could barely get off the road
3 and was scared to death It was completely DEAD. I had to call Turnpike assistance and a
4 flatbed Tow truck loaded up my car and it was taken to a dealership I had to have the
MHEV DC/DC converter replaced and at an extremely huge cost of 2321.78. In Wayne
PA

5 NHTSA ID Number: 11716799

6 Incident Date: January 5, 2026

7 Consumer Location: MIDDLETON, MA

8 DC/DC converter completely failed on the highway. shut down immediately while
driving.

9 NHTSA ID Number: 11714160

10 Incident Date: January 9, 2026

11 Consumer Location: BERNARDSVILLE, NJ

12 My 2022 Range Rover Sport had a Charging System Fault Detected warning light come
13 on out of the blue. 5 mins late power steering was not working, then out of nowhere the
14 car died in the middle of a dangerous intersection. It had to be towed 25 miles to where it
is under warranty. The DC converter part s back ordered and there is no date for when it
will be available. It has already been a month, with a prediction from the dealer of 4 to 6
more weeks, and no loaner available. It is happening to so many of the cars, they need to
call a recall, it is so dangerous.

15 NHTSA ID Number: 11712525

16 Incident Date: December 31, 2025

17 Consumer Location: KETCHUM, ID

18 I was driving when an "Electrical Fault Detected" warning came on. The car's
19 instructions were to pull over as soon as possible, as the car's electrical system was
20 draining the battery and the car could shut down within a few miles. We had the car
21 towed to a repair shop where they ran tests on the car and replaced the battery. This did
22 not fix the issue, and they came back a day later to find the brand new battery had
23 drained. I then had it towed to another repair shop who replaced the alternator but that
24 didn't solve the problem so they had it towed to the dealer. The dealer discovered that the
25 DC converter in the car is bad, but said they have 5 cars in the shop with the exact same
26 problem and the part is backordered without an ETA. I frequently drive late at night or
early in the morning between a small town and a city for work. It's 100 miles each way,
most of which is either in mountains with poor cell service or an interstate with a speed
limit of 80 Mph. During this time of year, the temperatures in this area are often well
below freezing. Had this issue happened on one of these drives, I could have very well
been stranded with only a few minutes of warning with a high risk of hypothermia or
even death. Had it happened on the interstate, the car would have lost complete power,
including the steering, endangering not only my life, but my family and anyone else
driving nearby. Land Rover has acknowledged in their notifications to dealer service
departments that this is a known issue, but they have not issued a recall. I strongly believe

1 this is a HUGE safety risk and that Land Rover should be held accountable for correcting
 2 this issue in all affected cars. They are endangering the lives of their customers and
 3 anyone who is on the road near Land Rover vehicles. NOTE: The doc provided in this
 4 submission is for an alternator change out that was done because of this electrical issue.
 5 The DC converter, which is where the true issue is, will be thousands as well.

6 NHTSA ID Number: 11718293

7 Incident Date: January 27, 2026

8 Consumer Location: CHESTERFIELD, VA

9 On January 27, 2026, while driving my 2023 Land Rover Range Rover a red warning
 10 light came on the dashboard stating "Electric default detected". Following this warning
 11 light while driving the vehicle lost power and was unable to drive, steer, or brake. I was
 12 able to safely get the vehicle to the side of the road. After having it towed to the
 13 Richmond Land Rover of Richmond, VA, the following day the service department
 14 indicated the "Epic Inverter/Converter" had gone bad. They also indicated that this is
 15 their tenth vehicle just at this dealership of the 2023 Range Rovers that has had the same
 16 problem. The fact that the vehicle just suddenly loses all power creates a serious safety
 17 hazard to drivers.

18 NHTSA ID Number: 11712928

19 Incident Date: January 20, 2026

20 Consumer Location: COLORADO SPRINGS, CO

21 The DC to DC converter for the Hybrid 48v Electrical system has failed. This puts the
 22 vehicle at risk of a fire. The part is backordered for a significant amount of time, and I
 23 there are many others in this situation.

24 NHTSA ID Number: 11463932

25 Incident Date: May 8, 2022

26 Consumer Location: NORTHBOROUGH, MA

Engine light came on while at a stop light, engine faltered completely and car stalled.
 Would not restart. Shifted car into Park and tried multiple times to restart, finally got it
 restarted. Rolled forward per the flow of traffic and engine died again in the middle of the
 intersection putting me directly in harm's way. Multiple lights including engine light and
 dash warnings appeared. Pictures attached. This is a major safety issue, the car died and I
 could not move it forward. I was almost hit and could not get the car restarted, not once
 but twice. I have owned the car for less than one week, and it's been back in the shop
 now twice. The first time (Wednesday) was also for electrical issues, including sensor
 issues.

NHTSA ID Number: 11353875

Incident Date: September 7, 2020

Consumer Location: WINDERMERE, FL

WHILE DRIVING MY VEHICLE AT HIGH SPEEDS ON AN INTERSTATE, THE
 BATTERY WARNING LIGHT ACTIVATED. BEFORE I WAS ABLE TO PULL THE
 VEHICLE OVER THE AIR CONDITIONER I'LL PROBABLY BEGIN TO STOP

1 WORKING. FOLLOWING THIS, A SERIES OF MULTIPLE WARNING LIGHTS
 2 ACTIVATED. THE VEHICLE WOULD NOT ACCELERATE AND I WAS FORCED
 3 TO PULL OVER. FOLLOWING THIS, THE VEHICLE WOULD NOT ACTIVATE
 4 WHATSOEVER. ALL POWER WAS LOST. I COULD NOT SHIFT GEAR. THE CAR
 5 REQUIRED A TOW TO THE LOCAL DEALERSHIP.

6 NHTSA ID Number: 11709561
 7 Incident Date: December 1, 2025
 8 Consumer Location: SAN FRANCISCO, CA
 9 DC/DC converter failure

10 NHTSA ID Number: 11682718
 11 Incident Date: August 7, 2025
 12 Consumer Location: APOLLO BEACH, FL

13 On or about August 7 or 8, my wife was driving our vehicle when it suddenly stalled and
 14 stopped running. Prior to this incident, we received a warning that the battery was low
 15 and that the vehicle needed to be started immediately. On August 9, I replaced the
 16 battery. That same day, we contacted the dealership where we purchased the vehicle and
 17 reported the issue. We were advised not to drive the car and instead have it towed to the
 18 dealership for inspection. In researching the problem, I found information about recall
 19 N599, which involves vehicles of this model year suddenly stalling. However, when I
 20 entered my VIN, no active recalls were shown for my vehicle. Given the similarity of the
 21 issue we experienced to the recall description, I believe my vehicle should be included.
 22 The vehicle is currently in the dealership's shop undergoing a computer system reset, but
 23 I strongly feel any necessary repairs related to this stalling issue should be covered under
 24 the recall. My primary concern is the safety of this vehicle for my family and all
 25 passengers, and I request that this matter be reviewed and addressed under recall
 26 coverage.

17 NHTSA ID Number: 11733829
 18 Incident Date: January 27, 2026
 19 Consumer Location: WALDWICK, NJ
 20 Alternator & DC/DC Converter failure or DC/DC Converter failure that also led to
 21 Alternator failure. I will attach letter correspondence sent to Jaguar Land Rover North
 22 America, LLC.

22 NHTSA ID Number: 11724030
 23 Incident Date: March 13, 2026
 24 Consumer Location: CORAM, NY

25 I believe there is an issue with the DC to DC converter. Had an incident when the vehicle
 26 was idling for at 30 mins while cleaning snow in driveway after a storm. I received an
 warning battery low. As thought this was odd I turned it off. waited a few hours returned
 and the warning was gone. I had JLR dealer look at the issue. I was told the main battery
 was faulty and replaced, this was in end of DEC 2025. Then weeks later [around Jan 18th
 2026] when it was really cold out and driving to JFK airport. while in route i received an

1 very generic electrical system fault warning. As i was leaving 1 of the terminals at JFK.
2 on the exit ramp of the terminal I had complete electrical failure was lucky enough to be
3 able to be able to pull to shoulder, but was coasting about 1-2 mph, and stop. It took 3
4 attempts to restart the vehicle, when it started normally and all electrical was acting
5 normal. if this happened while on the highway it would have caused an accident and i
6 believe injuries. i will say the hazard warning lights were still working. I have also been
7 noticing that the digital dashboard display brightness will fade in and out anytime of the
8 day and weather randomly. Today this happened and received a low coolant warning and
9 a tire low warning at the same time. I check the coolant level and it is normal. I check the
10 tire pressures and they are normal.

11 NHTSA ID Number: 11721964

12 Incident Date: December 9, 2025

13 Consumer Location: BEDFORD, MA

14 While driving on a busy road. My car gave a message saying electrical failure and
15 transmission failure. Within 20 seconds shut the car down before I could safely pull over
16 and it was unable to start. Hazard lights didn't work and I was stuck in the middle of the
17 road until a tow truck came. The dealer diagnosed the problem as a failure of the dc to dc
18 converter. It has been replaced but took two weeks to repair

19 NHTSA ID Number: 11722124

20 Incident Date: February 4, 2026

21 Consumer Location: RICHMOND, VA

22 The vehicle lost power after a warning that the battery was not recharging. I have a
23 portable jump start battery. Tried to jump start it -- the battery would not hold a charge
24 once cables disconnected. Had the vehicle towed to the dealer. I was told this is a DC-to-
25 DC converter problem that is widespread across Defenders 2022-present. parts are
26 unavailable. Being stuck in a vehicle with no power, absolutely dead, is scary and would
have been a major problem if the electrics had gone out while driving.

NHTSA ID Number: 11720634

Incident Date: January 28, 2026

Consumer Location: NEWBURYPORT, MA

The DC converter on our 2022 Land Rover Defender 110 failed. We received some
electrical fault notices that would come and go inconsistently a few days before the
incident. Land Rover told us to drive the car to the dealer to get repaired, even when we
asked whether that was safe. On the way to the dealer, the car completely turned off in
the middle of traffic and became a brick and had to be towed in negative degree weather
to the dealer where it has sat for a month today. The car shutdown/lost control on Rt 1 in
Massachusetts and was fortunately able to steer off the road into a parking lot before it
became a brick in the middle of a parking lot, not in a spot or anything. The dealer
expects this is a DC converter problem but the car is a complete brick and cannot turn on
or be moved around at the dealer until the part arrives. We've been told the part is on
back order for months and there is no timeline for when it will be repaired.

1 NHTSA ID Number: 11720676

2 Incident Date: January 30, 2026

3 Consumer Location: VIENNA, VA

4 The vehicle experienced an electrical issue regarding a DC/DC converter that went bad
5 after the manufacturer software update. The vehicle displayed warnings that the vehicle
6 needed to come to a stop and that the electrical system, in regards to the safety systems
7 were not functioning. This includes the airbag systems, charging systems, and SOS
8 systems.

9 NHTSA ID Number: 11717048

10 Incident Date: January 14, 2026

11 Consumer Location: KETCHUM, ID

12 DC to DC Converter failed, rendering vehicle dead. No parts available to repair. Forced
13 to wait for months.

14 NHTSA ID Number: 11716451

15 Incident Date: January 20, 2026

16 Consumer Location: CRAWFORDSVILLE, IN

17 DC to DC converter failure that displays a RED warning indicator that says "Stop Safely
18 Electrical Fault Detected" with a red battery indicator symbol displayed simultaneously. I
19 called the dealer as this is the 3rd time I have experienced similar electrical issues that
20 have left me stranded since my purchase of this truck new Jan '22. The dealer brushed me
21 off the first time telling me I didn't drive the vehicle enough, 2nd time they replaced the
22 battery, now they said they had a bulletin (1 month prior) from Land Rover of known
23 DC-DC converter failure with no ETA for parts. I was told by the dealer the steering
24 could lock up and/or the vehicle could have brake failure. I had it towed 1 hour to the
25 dealer. There are 10 other vehicle sitting at this one dealer awaiting the same part
26 replacement and they never notified me of this issue when they were aware of the safety
concerns a month prior to my 3rd incident. This is a now known nationwide issue with
Defenders and I have a claim in for it to be covered under the factory warranty since my
factory warranty had just expired 9 days prior especially given my prior record of
electrical issues with this particular vehicle. This is still not resolved and it has been at
the dealer for 18 days as it is not safe to drive and still awaits a part with no estimated
time for repair.

21 NHTSA ID Number: 11715778

22 Incident Date: January 30, 2026

23 Consumer Location: ODENTON, MD

24 Electrical fault detected - pull over safely error message appeared while driving, and
25 when vehicle was shut off, low battery warning appeared. Started vehicle and attempted
26 to put in drive and failed with drivetrain error, then suspension error and power steering
error. Replaced 12V battery next morning and still received electrical fault error. Towed
to dealer and diagnosed with DC-DC converter failure.

NHTSA ID Number: 11714784

1 Incident Date: January 26, 2026

2 Consumer Location: SALT LAKE CITY, UT

3 The battery recharging system failed causing the entire vehicle to shut down. The
4 suspension, gearbox, and starter all stopped working without warning.

5 NHTSA ID Number: 11714786

6 Incident Date: January 25, 2026

7 Consumer Location: ARVADA, CO

8 On January 25, 2026, while driving my 2022 Land Rover Defender 110 in Colorado on
9 Interstate 70, the vehicle suddenly and completely lost power with no warning. There
10 were no dashboard alerts, warning lights, or messages prior to the failure. The vehicle
11 abruptly became disabled while traveling at highway speed, creating an immediate and
12 serious risk of a crash, severe injury, or death to myself and other motorists. I was
13 extremely fortunate to be able to safely maneuver the vehicle out of traffic and exit the
14 highway. Given traffic conditions on I-70, this failure could easily have resulted in a
15 major accident. The vehicle was undrivable and had to be towed to Flatirons Land Rover
16 in Colorado on January 25, 2026. On January 26, 2026, after I had to repeatedly follow
17 up with the dealership, I was informed that the failure was caused by a defective
18 component related to the battery/electrical system. Although the repair is covered under
19 warranty, the required part is on backorder, and I was advised the vehicle will be out of
20 service for approximately six weeks. The dealership stated they cannot provide a loaner
21 vehicle, leaving me without transportation. They said the dc/dc converter and I don not
22 understand and they did not explain well A sudden loss of power without warning at
23 highway speeds represents a serious safety defect that puts drivers and the public at risk. I
24 am concerned this defect may affect other vehicles and could lead to serious injuries or
25 fatalities if not addressed.

16 NHTSA ID Number: 11714508

17 Incident Date: January 28, 2026

18 Consumer Location: PEWEE VALLEY, KY

19 Lost all power due to failure of DC/DC Converter, Part # 433123464 (or LR131043).

20 This problem is widespread and the replacement parts are on backorder. Land Rover
21 cannot provide an ETA for delivery of parts to dealerships as of 1/30/2026. This failure
22 occurred immediately and the vehicle came to a complete stop while driving.

21 NHTSA ID Number: 11713561

22 Incident Date: December 9, 2025

23 Consumer Location: FONTANA, WI

24 On [XXX], while driving approximately 30 mph, my vehicle displayed the warning
25 "STOP SAFELY – ELECTRICAL FAULT DETECTED." I immediately pulled over and
26 restarted the vehicle, but the warning reappeared. Due to safety concerns and proximity
to my home, I cautiously continued driving. Two blocks from my residence, I stopped
briefly and received a message stating "BATTERY LOW – PLEASE START ENGINE."
After restarting and turning the vehicle off again, the original warning cleared; however,
the vehicle has been completely inoperable since [XXX]. The SUV was towed for battery

1 replacement and then towed again after diagnosis confirmed a failed DC-DC converter.
 2 The dealership has advised the earliest availability of the replacement part is February 19,
 3 2026, resulting in over two months of total vehicle downtime. I have received minimal
 4 updates during this time. I reported this issue to Land Rover/JLR but have not received
 5 follow-up or resolution. Based on my research, DC-DC converter failure is a known
 6 safety issue, and JLR has prior awareness of this defect. This failure presents a serious
 7 safety concern due to loss of electrical function while driving, possibly emergency brake
 8 issue, along with unreasonable repair delays related to a known issue. I am requesting
 acknowledgement of this safety concern, clear communication regarding my case, and
 appropriate assistance due to the extended downtime and still having to pay a monthly car
 payment/insurance and manufacture warranty just expiring at the 50,000 miles. Thank
 you for your time, [XXX] INFORMATION REDACTED PURSUANT TO THE
 FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

9 NHTSA ID Number: 11713588

10 Incident Date: January 24, 2026

11 Consumer Location: DENVER, CO

12 Vehicle display provided warning of Electrical Fault and shortly thereafter the vehicle
 13 "bricked" ie. became entirely inoperable. I was able to jump start the engine but as soon
 14 as the vehicle was disconnected from the jumping power source the vehicle's engine shut
 15 down. The vehicle was towed to the dealership. The tech with the towing truck jump
 16 started the vehicle and noted the problem appeared to be with the alternator (ie. excessive
 draw on the power source). The dealership has tentatively diagnosed the problem as the
 DC-DC converter which serves as the alternator in this vehicle. The part has been back
 ordered for quite some time. The failure of this component seems to be a widespread
 issue with a number of Land Rover models.

17 **NHTSA Complaints regarding Jaguar Class Vehicles**

18 NHTSA ID Number: 11737775

19 Incident Date: September 18, 2024

20 Consumer Location: HARTFORD, CT

21 The contact owns a 2021 Jaguar E-Pace. The contact stated that while driving and
 22 coming to a stop light or stop sign, the automatic stop start caused the vehicle when
 23 stopped and light or stop sign, the vehicle stalled. The issue also occurred while driving
 on a roadway, the vehicle stalled when stopped. The vehicle was taken to the dealer
 where it was diagnosed and did a multi point inspection. updated the module however the
 issue persisted. The issue happened multi times and taken to the dealer, where it was then
 said the the issue could not be duplicated. The manufacturer was notified of the issue.
 The failure mileage was 27,703.

24 **Complaints regarding Class Vehicles on Online Forums**

25 Reddit

26 Forum: NewDefender

1 Date Published: February 1, 2026

2 Username: hrodell

3 Having the same issue on a 2024 p400. Safety issue yes. When the 48v to 12v
4 converter fails the clock is ticking for a complete shutdown, generally less than 30
5 mins, since most systems run off the 12v side and the Defender is a power hungry
6 beast drawing up to 170amps. 35amps without any accessories on. While dash
7 does display a "electrical fault has been detected Pull over Safely" warning,
8 finding a safe place to pull over isn't the easiest to find along a dark remote
9 highway. The vehicle can also die while moving. Try descending a mountain road
10 and turn off your ignition, report back how harrowing that was. Not to mention
11 the vehicle is now a brick- no neutral to even roll or push it to a safer place. Didn't
12 roll up the windows in time, they wont work either. Stuck on a blind corner with
13 semis screaming past. You get the picture. During my second failure of the
14 converter, I monitored the voltage using the iid gap diagnostic tool. As you
deplete from 12v to around 10.5v other systems start freaking out. The PIVI
system goes haywire. The shutdown comes around 10v. youtuber powerfulukltd
has been doing research on the issue. go watch his stuff. Mine is back in the
dealership (mid-atlantic US), still under warranty, at 13800 miles. I was told
approx 4500 dc to dc converter are on backorder for multiple JLR MHEVs. The
dealership opened a Technical Assistance ticket with Land Rover. LR has two
level of technical support for dealership with repeats cases. I also advised calling
Land Rover North America to open a customer complaint ticket. This becomes
the basis for things like good-will reimbursements and buy-backs.

15 Reddit

16 Forum: NewDefender

17 Date Published: April 16, 2026

18 Username: Wilder4adventures

19 Wow, your story is scary like mine. I'm glad you're ok. Mine died on an uphill
20 blind curve on a mountain pass and I could not get it over to the shoulder before
21 stopping, with semis and cars coming up behind me on a blind corner honking,
but then the vehicle started to roll backwards into traffic. Harrowing and
traumatic to be honest for my son and I. A semi helped the vehicle stop. I want
nothing to do with this car now. I reported to National Highway Safety and to JLR
Customer Service but maybe I could see if that was North America or not? Did
you have any reimbursement or resolution??

22 Reddit

23 Forum: NewDefender

24 Date Published: May 5, 2026

25 Username: watchfanaticc

26 Mine just died today. Went to the dealership this morning and they said it's fine to
drive and they will book an appointment for next week. I merge onto the highway
and within 2 miles from the dealership the car goes black on a 4 lane highway and

1 goes dies. Luckily had momentum to get to the shoulder but had to wait 4hrs in 85
2 degree weather for a tow truck. It too was a 2024 p400

3 Reddit

4 Forum: NewDefender

5 Date Published: February 2, 2026

6 Username: Moist-Skin-3973

7 I just recently had the DC converter issue occur on my 2022 RR Sport. I had a
8 warning and was told to get the battery checked. On my way to do that, a
9 complete engine failure occurred - incredibly lucky not to have hit
10 anyone/anything as I lost steering, brakes, etc. I did not even have working hazard
11 lights. Over the last few days, I learned that there are at least 24 cars in local (NY
- Westchester area) RR dealers for this issue. The part is on backorder for at least
a month. Also, depending on your dealership, they are not allowing
reimbursement for rental cars until 10 days AFTER you deliver your car to the
dealership. WHAT?!?!? I have calls in to corporate and my next stop is local
media. I strongly disagree with other posters in this thread - this is a tragedy
waiting to happen.

12 Reddit

13 Forum: LandRover

14 Date Published: March 1, 2026

15 Username: 4ORvida

16 For visibility — mine is a 2021 Discovery P360 R-Dynamic. It shut down in
17 traffic when the DC-DC failed with zero warning. The entire vehicle went dead:
no hazards, no neutral, couldn't move it out of the roadway.

18 If anyone else has had a DC-DC failure, please drop your model and year. It
19 really helps show how far this reaches across the lineup.

20 Reddit

21 Forum: LandRover

22 Date Published: March 2, 2026

23 Username: Due_Toe_4494

24 Jlr tech - I've replaced 15 of these in the past two years. Its unfortunate its
25 becoming an issue with lots of brands going with this type of mild hybrid setup.
26 Honestly from a reliability point of view its horrendous.

What were not sure of yet is if the new converters fix the issue permanently They
have revised the part from ab - ad on the newer converters but they visually look
the same. They have been 2 month backordered so the shop has a backlog of cars
waiting for converters and this is happening worldwide. If your in warranty and
they can provide a loaner it may not be so bad. But out of warranty these things
are fairly pricy. Need to be coded in by the dealer. And also risk damaging high
voltage cables and the 12v or 48v batteries both of which are not cheap.

Honestly for these cars to be running 10+ years from now they need a 48v delete and 12v alternator installed. You'll lose 2-4mpg and it'll take longer for the turbo to spool but it won't randomly stop charging and leave you stranded (as often)

Reddit

Forum: LandRover

Date Published: March 2, 2026

Username: Kitchen-Midnight-394

Yes! My 2023 Defender died on me in the post office parking lot on 1/21/26. Same as others no warning. Thank god I was in a parking lot and not on the road. I have been having to rent a car since then because the dealership seems to never have "loaners" available. It's been a nightmare with the DCDC back ordered situation. I've called both corporate and the dealership with zero help from both. Very frustrating and disappointing.

Reddit

Forum: LandRover

Date Published: March 5, 2026

Username: Disco5_

2022 Discovery P360 parked at JLR since January 24th (a month after purchase). I was just told they expect the DC DC converter to arrive March 25th. They currently have 100 vehicles parked at this location waiting on the same part. It died 3.5 hours away from my house.

Reddit

Forum: LandRover

Date Published: April 1, 2026

Username: IaM_SkyWaLKeR

My wife's 2022 Evoque has just gon down with this issues, first garage changed thr battery and charged me £300, now its at a specialist they think its the dcde converter. £1000 part and no warrenty, absolutely disgusting, Land Rover should be legally bound to replace this obviously faulty part. So many people are having the same problem.

Reddit

Forum: LandRover

Date Published: April 5, 2026

Username: Wilder4adventures

This just happened to me: 2022 defender x (owned 3 months), pre-owned from dealership and it happened in Tahoe, after a cold, snowy night and it caused the scariest accident with my car shutting down on a mountain pass and a semi was involved. I'm lucky to be alive. This was absolutely terrifying.

Reddit

Forum: LandRover

Date Published: April 5, 2026

1 Username: WutTha1234

2 I have a very similar concern and history of DC/DC failure. Two failures with the
3 DC/DC in my 2023 Range Rover Sport since December 2025. Complete loss of
4 power twice. Had "Stop Safely Electrical Fault Detected" warning message both
5 in December 2025 and March 2026. 72 days out of service in total. My vehicle
6 was returned to me with the same part number (433123464) that failed on March
7 2026 (part was placed in the vehicle January 2026) April 28, 2026. My VIN is not
8 showing up in the recall. I've emailed Land Rover to try to understand if my
9 vehicle is part of the recall.

7 Reddit

Forum: Cars

8 Date Published: April 28, 2026

Username: JudgeSoft4103

9 The exact same issue happened to me with my 2019 Range Rover Sport. I was
10 driving and a red engine light came on telling me to safely pull over..... this way
11 all happening ON A VERY BUSY EXPRESSWAY!! Less than five minutes later
12 my car was completely dead. You couldn't even turn the steering wheel; it shut
13 down completely. Luckily my car broke down right next to a mechanic shop. The
14 owner tried to jump my car with jumper cables, but nothing happened. I had to
15 call a tow truck and get it sent to another company who works on RRS. It was
16 awful and the worst part about it is now I have PTSD from all the 18-wheelers
17 zooming past me! My bill came to a whopping \$9000 so I am really hoping my
18 car gets put on that recall it because I want to be reimbursed for all the money I
19 spent, especially considering I'm about to sell it!!! it was so disappointing
20 because everyone loves to make fun of Range Rover but I love mine!! This was
21 the first issue I've ever had with it after 72,000 miles. It's been perfect besides
22 this very big incident that scared me so bad! Anyway, I reached out to the NHTS
23 and And Rover and told them about what happened! Hopefully I will get
24 reimbursed!!!

19 Reddit

Forum: NewDefender

20 Date Published: February 21, 2026

Username: Uncloaked_Gandalf

21 My 2025 matte Carpathian Gray Defender just bricked itself last week with this
22 issue. Only has 5400 miles. The dealers could not even give me an estimate, and
23 could not give me a loaner either because they didnt have any left. Instead they
24 rented me a lovely Hyundai Kona. For a max of 20 days. I filed a NHTSA report,
25 and called JLR Customer Care and opened a case as well. Im actually getting my
26 ducks in a row for a potential Lemon Law case. I hope it doesnt come to that, but
if its in the shop for over 30 days and its still on back order, I feel like I wouldnt
have any other options. Im not going to drive a Hyundai for months and months
while im making payments on a 100k vehicle. JLR did tell me on the phone they
expect 5k of these parts to be released to the US on Feb 20 (yesterday). But i

1 haven't heard from the dealership at all. And even if that's true, that might not be
2 enough. This problem is an absolute mess.

3 Reddit

4 Forum: NewDefender

5 Date Published: February 13, 2026

6 Username: Unfair-Phrase-5305

7 Did anyone have to pay out of pocket for their DC converter. I have a 2022 Range
8 rover sport. The same thing happened to me. I waited for 1 month, but they
9 charged me for it since I was past my warranty by 2 months. Also my battery was
10 drained. Only have 45K miles on it.

11 Reddit

12 Forum: NewDefender

13 Date Published: February 2, 2026

14 Username: Moist-Skin-3973

15 I just had the DC converter issue occur on my 2022 RR Sport. I had about 30
16 seconds of warning before a complete engine failure occurred - incredibly lucky
17 not to have hit anyone/anything as I lost steering, brakes, etc. I did not even have
18 working hazard lights. Over the last few days, I learned that there are at least 24
19 cars in local (NY - Westchester area) RR dealers for this issue. The part is on
20 backorder for at least a month. Also, depending on your dealership, they are not
21 allowing reimbursement for rental cars until 10 days AFTER you deliver your car
22 to the dealership. WHAT?!?!? I have calls in to corporate and my next stop is
23 local media. This is a tragedy waiting to happen.

24 Reddit

25 Forum: NewDefender

26 Date Published: January 27, 2026

Username: Newhayden

Our Defender 22 110 P400 has been disabled since 12/9/25 due to the DC/DC
converter. We heard from the dealership a few weeks back that the part will
arrive 2/19/26 and no updates since then. PLEASE FILE A REPORT WITH THE
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION.

<https://www.nhtsa.gov>

Reddit

Forum: NewDefender

Date Published: February 14, 2026

Username: Taylorboxsters

I filed my complaint on the NHTSA as well. It is imperative that all LR owners
experiencing this DC to DC converter issue take the 5 minutes to report it to
NHTSA so they understand the magnitude of this electrical safety issue. Brakes
and steering can fail without warning and thus far LR corporate says this is not a
recall and will not cover it even though it was recognized with a service bulletin

1 during my warranty period which expired 9 days prior to the 3rd time I have had
 2 it in the shop for these electrical issue since purchasing this new DefenderX '22. I
 3 have been awaiting parts for 1 month with no ETA for a replacement DC
 4 converter. LR corporate has not been cooperative in communication despite my
 5 issue being filed with them as it appears they don't believe this is their issue and
 6 should not be covered under Goodwill. As historically been the case, LR
 7 continues to have terrible customer service.

8 52. Defendants' knowledge is further evidenced by the numerous TSBs and SSMs
 9 issued by Defendants regarding the Mild Hybrid System Failure Defect.

10 53. On February 28, 2024, Defendants issued N861, a "Global Service Action"
 11 related to the Mild Hybrid System Failure Defect ("Mild Hybrid Electric Vehicle (MHEV)
 12 Battery Offline").²¹ On information and belief, this was issued after Defendants gathered data
 13 and information from their own testing; from tracking consumer complaints to Defendants, their
 14 dealers, and NHTSA; through third-party consumer forums; and through warranty claims data
 15 and repairs performed by Defendants' authorized dealers. N861 lists many of the Class Vehicles
 16 as impacted models.²² N861 notes that the MHEV battery is not functioning as intended and
 17 provides instructions for repair and reimbursement of the cost of repair.

18 54. On December 18, 2024, Defendants issued SSM76173 related to the Mild Hybrid
 19 System Failure Defect ("MHEV DCDC Internal Failure with Warning Message Displayed on the
 20 Instrument Panel").²³ On information and belief, this was issued after Defendants gathered
 21 information in the same manner as for N861. SSM76173 lists many of the Class Vehicles as
 22
 23

24 ²¹ Land Rover Service Action N861, February 28, 2024, <https://static.nhtsa.gov/odi/tsbs/2024/MC-10251549-0001.pdf> (last accessed 8/6/2026) [hereinafter Exhibit F].

25 ²² N861 lists the following impacted models, all of which are included among Class Vehicles: Defender (model year
 26 2020 – onward); Range Rover (model year 2020 – 2022); Range Rover Sport (model year 2019 – 2022); Range
 Rover Evoque (model year 2019 – 2020); and Discovery Sport (model year 2020)

²³ SSM76173, <https://static.nhtsa.gov/odi/tsbs/2025/MC-11012408-0001.pdf> (last accessed 8/6/2026) [hereinafter Exhibit G].

1 impacted models.²⁴ SSM76173 notes that vehicles are displaying a “Stop Safely Electrical Fault
2 Detected” warning message, loss of 12-volt charging, and visible signs of damages to parts of the
3 DC/DC Converter and connectors. It further notes that the cause is “[i]nternal failure in the 48V
4 DCDC Converter.”

5 55. On February 12, 2026, Defendants issued administrative bulletin 252602.027
6 related to the Mild Hybrid System Failure Defect (“Important Direct Current to Direct Current
7 (DCDC) Converter Update”).²⁵ On information and belief, this was issued after Defendants
8 gathered information in the same manner as for N861 and SSM76173. This bulletin describes the
9 issue as:
10

11 The DCDC converter is a component of Mild Hybrid Electric Vehicles (MHEV)
12 and facilitates power step-down from the 48V propulsion system to the 12V
13 standard vehicle electrical system. When the vehicle identifies an issue with this
14 system, it presents the message ‘Stop Safely Electrical Fault Detected’. Once the
15 vehicle is powered down via ignition cycle, it may not restart depending on
16 remaining residual charge.

17 Ex. H at 1. This bulletin also lists five SSMs released that relate to the Mild Hybrid System
18 Failure Defect. It further acknowledges that “high volume of DCDC converters on backorder”
19 and discusses procedures for loaners and rental cars for affected Class Members. *Id.* at 2-4.

20 56. Despite knowing about these problems with the mild hybrid vehicle system,
21 Defendants continued to utilize the defective DC/DC converter when manufacturing the Class
22

23 ²⁴ SSM76173 lists the following impacted models, all of which are included among Class Vehicles: Defender
24 (model year 2020 – onward); Range Rover (model year 2022 – onward); Range Rover Sport (model year 2023 –
25 onward); Range Rover Velar (model year 2020 – onward); Range Rover Evoque (model year 2019 – onward);
26 Discovery (model year 2020 – onward); and Discovery Sport (model year 2019 – onward).

²⁵ JLR Retailer Bulletin, February 12, 2026,
25 https://www.google.com/goto?url=CAESxAEB7keqTZnPzrZhKh70NbyMViYwL_g29oosKe8VFkSRCfla875gf0Fx_j9wMjK71qUyy4hyWDGagqGtBJ7TI04X5H1LBs_ccvnN6ZlqddoPKOlliD4ob_gsqq7YvxGpTkfvIJDur07Pr-0LUC9M0Vgm2DS6RbrXPwiIpEw0Y-1OdhEXqA3QZgIDqwnLjQUse4B6_KGoQhIt0s82hnohlzc0sawnC2ZGboJxSxMm4oj-gmarsI7aYVxur_4u85jioTSjzEQ4 (last accessed 8/6/2026) [hereinafter Exhibit H].

1 Vehicles and continued to sell and lease the Class Vehicles without eliminating the Mild Hybrid
2 System Failure Defect and without disclosing it to Plaintiffs and Class members in warranty
3 manuals, on Defendants' websites, in advertisements, on Monroney stickers, or elsewhere. Given
4 Defendants' superior position in having designed, manufactured, tested, and monitored Class
5 Vehicle performance through NHTSA reports, warranty claims, and consumer complaints on
6 online fora, Defendants failure to disclose the Mild Hybrid System Failure Defect to Class
7 Members is a violation of their duty to disclose.
8

9 **E. Plaintiffs' Experiences**

10 **1. Ray Serna**

11 57. In June 2023, Plaintiff Serna purchased a 2023 Land Rover Defender with VIN
12 SALE2FEU7P2208527 from Land Rover Cerritos in Cerritos, CA.

13 58. Based on JLR's representations touting the quality of its vehicles, Plaintiff Serna
14 decided on the Land Rover Defender because he believed, based on JLR's marketing, that it was
15 a high-quality, safe and reliable vehicle.
16

17 59. The mild hybrid system in Plaintiff Serna's vehicle failed in January 2026 after
18 approximately 45,000 miles of driving. Plaintiff Serna was driving his vehicle when its
19 dashboard displayed a low voltage error code and the vehicle lost all power, including engine
20 power. During this shutdown, Plaintiff Serna experienced difficulty with the vehicle's power
21 steering and brakes. The vehicle was unable to restart following the shutdown. Plaintiff Serna
22 promptly had the vehicle towed to a dealer to address the sudden vehicle shutdown.
23

24 60. The Land Rover dealership held Plaintiff Serna's vehicle for one month before
25 returning it. The dealership replaced the vehicle's 12-volt battery, alternator, and DC/DC
26

1 converter. Plaintiff Serna was provided with loaner vehicles during the month that his car was at
2 the dealership.

3 61. The repair of Plaintiff Serna's vehicle is inadequate as it simply replaced the
4 defective DC/DC converter with another of the same defective part. As a result of JLR's
5 inadequate attempt at repair, Plaintiff Serna continues to be concerned about the Defect and the
6 possibility that it will fail again, and has lost trust in his vehicle's safety and reliability as a
7 result.
8

9 62. As a result of the Defect, Plaintiff Serna was without his vehicle for a period of
10 approximately one month.

11 63. As of the filing of his Complaint, the mild hybrid system equipped in Plaintiff
12 Serna's Class Vehicle has failed once after only about 45,000 miles of driving.

13 64. Plaintiff Serna received notice of the DC/DC Converter safety recall in June 2026
14 but had previously not been informed of any recalls or defects related to his vehicle's mild
15 hybrid system by anyone affiliated with JLR. Instead, Plaintiff Serna first learned of similar
16 claims and complaints of the Mild Hybrid System Failure Defect plaguing Class Vehicles on
17 social media and vehicle forums.
18

19 65. Due to the Defect and Defendant JLR's failure to disclose the true nature of its
20 Class Vehicles and their mild hybrid system, Plaintiff Serna has spent time addressing the Defect
21 without sufficient redress, repair, or compensation from JLR. Had he been aware of the Defect
22 before purchasing his vehicle, Plaintiff Serna would not have done so or would have paid
23 significantly less for it than he did.
24
25
26

1 **2. Steven DiPietro**

2 66. In November 2021, Plaintiff DiPietro leased a 2022 Land Rover Range Rover
3 Sport with VIN SALWR2SU9NA211400 from Jaguar Land Rover Manhattan in New York, NY
4 for approximately 45 months. In February 2025, Plaintiff DiPietro purchased the vehicle. In May
5 2026, Plaintiff DiPietro sold the vehicle after the mild hybrid system failed.

6 67. Based on JLR's representations touting the quality of its vehicles, Plaintiff
7 DiPietro decided on the Land Rover Range Rover Sport because he believed that it was a high-
8 quality, safe and reliable vehicle.

9 68. The mild hybrid system in Plaintiff DiPietro's vehicle failed in March 2026 after
10 approximately 40,000 miles of driving. Plaintiff DiPietro was driving his vehicle on a highway
11 when it lost all power, including engine power, without warning. Due to the lack of warning,
12 Plaintiff DiPietro was unable to safely pull over and the vehicle lost power in the middle of a
13 highway. The vehicle was unable to restart following the shutdown. Plaintiff DiPietro promptly
14 had the vehicle towed to a dealer to address the abrupt vehicle shutdown. The Land Rover
15 dealership held Plaintiff DiPietro's vehicle for over two months before returning it, in part, on
16 information and belief, because the dealership could not get a replacement DC/DC converter
17 from JLR. The dealership replaced the vehicle's DC/DC converter, DC/DC converter cables, and
18 completed various updates of modules.

19 69. Even then, the repair of Plaintiff DiPietro's vehicle is inadequate as the dealer
20 simply replaced the defective DC/DC converter with another of the same defective part. As a
21 result of JLR's inadequate attempt at repair, Plaintiff DiPietro continues to be concerned about
22 the Defect and the likelihood that it will fail again, and has lost trust in his vehicle's safety and
23
24
25
26

1 reliability as a result. Plaintiff DiPietro ultimately decided to sell the vehicle at a substantial loss
2 due to safety and reliability concerns resulting from the Defect.

3 70. As a result of the Defect, Plaintiff DiPietro was without his vehicle for a period of
4 approximately two months and experienced significant costs.

5 71. As of the filing of his Complaint, the mild hybrid system equipped in Plaintiff
6 DiPietro's Class Vehicle has failed once after only about 40,000 miles of driving.

7 72. Plaintiff DiPietro received notice of the DC/DC Converter safety recall in June
8 2026, but had previously not been informed of any recalls or defects related to his vehicle's mild
9 hybrid system by anyone affiliated with JLR. Instead, Plaintiff DiPietro first learned of similar
10 claims and complaints about the Mild Hybrid System Failure Defect plaguing Class Vehicles on
11 social media and vehicle forums.

12 73. Due to the Defect and Defendant JLR's failure to disclose the true nature of its
13 Class Vehicles and their mild hybrid system, Plaintiff DiPietro has spent time addressing the
14 Defect without sufficient redress, repair, or compensation from JLR. Had he been aware of the
15 Defect before leasing and then purchasing his vehicle, Plaintiff DiPietro would not have done so
16 or would have paid significantly less for it than he did.

17
18
19 **3. Raymond Pryor**

20 74. In February 2022, Plaintiff Pryor purchased a 2022 Land Rover Defender with
21 VIN SALE27RU7N2105511 from Jaguar Land Rover Main Line in Wayne, PA.

22 75. Based on JLR's representations touting the quality of its vehicles, Plaintiff Pryor
23 decided on the Land Rover Defender because he believed, based on JLR's marketing, that it was
24 a high-quality, safe, and reliable vehicle.
25
26

1 76. The mild hybrid system in Plaintiff Pryor's vehicle failed in February 2026 after
2 approximately 85,000 miles of driving. Plaintiff Pryor's vehicle lost power, including engine
3 power, and was unable to operate following the failure. Plaintiff Pryor promptly had the vehicle
4 towed to a dealer to address the abrupt vehicle shut down. The Land Rover dealership held
5 Plaintiff Pryor's vehicle for over one month before returning it. The dealership diagnosed the
6 issue as a "DC/DC issue" and replaced the vehicle's 12-volt battery and DC/DC converter.
7 Plaintiff Pryor had to pay over \$2,500 for the replacement of the 12-volt battery and DC/DC
8 converter.
9

10 77. The repair of Plaintiff Pryor's vehicle is inadequate as it simply replaced the
11 defective DC/DC converter with another of the same defective part. As a result of JLR's
12 inadequate repair, Plaintiff Pryor continues to be concerned about the Defect and the likelihood
13 that it will fail again, and has lost trust in his vehicle's safety and reliability.
14

15 78. As a result of the Defect, Plaintiff Pryor was without his vehicle for a period of
16 approximately one month and experienced significant costs. Plaintiff Pryor and his family also
17 experienced significant disruptions to their work and academic schedules.

18 79. As of the filing of his Complaint, the mild hybrid system equipped in Plaintiff
19 Pryor's Class Vehicle has failed once after only about 85,000 miles of driving.
20

21 80. Plaintiff Pryor has not received notice of the DC/DC Converter failure safety
22 recall issued by JLR in June 2026 and has not otherwise been informed of any recalls or defects
23 related to his vehicle's mild hybrid system by anyone affiliated with JLR. Plaintiff Pryor first
24 learned of similar claims and complaints about the Mild Hybrid System Failure Defect plaguing
25 Class Vehicles on social media and vehicle forums.
26

1 81. Plaintiff Pryor sought an extended warranty from JLR when his vehicle's mileage
 2 was around 64,000 miles and was denied. Plaintiff Pryor contacted JLR and was expressly told
 3 that he needed to contact the dealership for assistance instead. Plaintiff Pryor then contacted his
 4 dealership to request the same. The dealership ultimately denied Plaintiff Pryor's request to
 5 purchase an extended warranty. The dealership did at least offer Plaintiff Pryor a credit toward
 6 out-of-pocket maintenance costs after denying his request to purchase an extended warranty.
 7

8 82. Due to the Defect and Defendant JLR's failure to disclose the true nature of its
 9 Class Vehicles and their mild hybrid system, Plaintiff Pryor has spent time addressing the Defect
 10 without sufficient redress, repair, or compensation. Had he been aware of the Defect before
 11 purchasing his vehicle, Plaintiff Pryor would not have done so or would have paid significantly
 12 less for it than he did.
 13

14 V. CLASS ACTION ALLEGATIONS

15 83. Plaintiffs bring this action as a class action under Rule 23 of the Federal Rules of
 16 Civil Procedure, on behalf of a proposed nationwide class (the "Nationwide Class"), defined as:

17 Any person in the United States who purchased or leased, other than for resale, a
 18 Class Vehicle.

19 84. Class Vehicle is defined as follows:

20 Mild hybrid versions of the following Land Rover and Jaguar models:

- 21 • 2020–2024 Range Rover
- 22 • 2019–2024 Range Rover Sport
- 23 • 2020–2023 Range Rover Evoque
- 24 • 2021–2024 Range Rover Velar
- 25 • 2021–2024 Land Rover Discovery
- 26

- 2020 Land Rover Discovery Sport
- 2020–2024 Land Rover Defender
- 2021–2022 Jaguar E-Pace
- 2021–2024 Jaguar F-Pace

85. In addition, State Classes are defined as follows:

California Class: All persons in the state of California who bought or leased, other than for resale, a Class Vehicle.

New York Class: All persons in the state of New York who bought or leased, other than for resale, a Class Vehicle.

Pennsylvania Class: All persons in the state of Pennsylvania who bought or leased, other than for resale, a Class Vehicle.

86. The Nationwide and State Class satisfy the prerequisites of Federal Rule of Civil Procedure 23(a) and the requirements of Rule 23(b)(3).

87. **Numerosity and Ascertainability:** Plaintiffs do not know the exact size of the Class or identity of the Class Members, since such information is in the exclusive control of Defendants. Based on Defendant’s Recall Notice, Plaintiffs believe the Class to include over 170,000 Class Members. Nevertheless, the Class encompasses hundreds of thousands of individuals dispersed throughout the United States. The number of Class members is so numerous that joinder of all Class members is impracticable. The names, addresses, and phone numbers of Class members are identifiable through documents maintained by Defendants.

88. **Commonality and Predominance:** This action involves common questions of law and fact which predominate over any question solely affecting individual Class members. These common questions include:

- i. whether Defendants engaged in the conduct alleged herein;

- 1 ii. whether Defendants had knowledge of the Mild Hybrid System Failure Defect
- 2 in the Class Vehicles when they placed Class Vehicles into the stream of
- 3 commerce in the United States;
- 4 iii. whether Defendants should have had knowledge of the Mild Hybrid System
- 5 Failure Defect in the Class Vehicles when they placed Class Vehicles into the
- 6 stream of commerce in the United States;
- 7 iv. when Defendants became aware of the Mild Hybrid System Failure Defect in
- 8 the Class Vehicles;
- 9 v. whether Defendants knowingly failed to disclose the existence and cause of
- 10 this defect in the Class Vehicles;
- 11 vi. whether Defendants knowingly concealed the defect in the Class Vehicles;
- 12 vii. whether Defendants' conduct as alleged herein violates consumer protection
- 13 laws;
- 14 viii. whether Defendants' conduct as alleged herein violates warranty laws;
- 15 ix. whether Defendants' conduct as alleged herein violates other laws asserted
- 16 herein;
- 17 x. whether Plaintiffs and Class members overpaid for their Class Vehicles as a
- 18 result of the defect;
- 19 xi. whether Plaintiffs and Class members have suffered an ascertainable loss as a
- 20 result of the defect;
- 21 xii. and whether Plaintiffs and Class members are entitled to damages and
- 22 equitable relief.
- 23
- 24
- 25
- 26

1 89. **Typicality:** Plaintiffs' claims are typical of the other Class members' claims
2 because all Class members were comparably injured through Defendants' substantially uniform
3 misconduct as described above. The Plaintiffs representing the Class are advancing the same
4 claims and legal theories on behalf of themselves and all other members of the Class that they
5 represent, and there are no defenses that are unique to Plaintiffs. The claims of Plaintiffs and
6 Class members arise from the same operative facts and are based on the same legal theories.
7

8 90. **Adequacy:** Plaintiffs are adequate Class representatives because their interests do
9 not conflict with the interests of the other members of the Class they seek to represent; Plaintiffs
10 have retained counsel competent and experienced in complex class action litigation; and
11 Plaintiffs intend to prosecute this action vigorously. The Class's interest will be fairly and
12 adequately protected by Plaintiffs and their counsel.
13

14 91. **Superiority:** A class action is superior to any other available means for the fair
15 and efficient adjudication of this controversy, and no unusual difficulties are likely to be
16 encountered in the management of this class action. The damages and other detriment suffered
17 by Plaintiffs and the other Class members are relatively small compared to the burden and
18 expense that would be required to individually litigate their claims against Defendants, so it
19 would be virtually impossible for the Class members to individually seek redress for Defendants'
20 wrongful conduct. Even if Class members could afford individual litigation, the court system
21 could not; individualized litigation creates a potential for inconsistent or contradictory
22 judgments, increases the delay and expense to the parties, and increases the expense and burden
23 to the court system. By contrast, the class action device presents far fewer management
24 difficulties and provides the benefits of single adjudication, economy of scale, and
25 comprehensive supervision by this Court.
26

VI. ANY APPLICABLE STATUTES OF LIMITATION ARE TOLLED

A. Discovery Rule

92. Plaintiffs and Class members did not discover, and could not have discovered through the exercise of reasonable diligence, that the Class Vehicles had one or more design and/or manufacturing defects that cause the Class Vehicle to lose everyday vehicle functions, including engine power, exterior lights and driver assistance programs.

93. Plaintiffs and Class members had no realistic ability to discover the extent of the design and/or manufacturing defects until the Defect causes a failure in their Class Vehicles: the Class Vehicles may show a “Stop Safely, Electrical Fault Detected” warning and vehicle systems begin losing power, including engine power, exterior lights and some driver assistance programs, potentially leaving them stranded and requiring towing. Plaintiffs and Class members would have had no reason to individually believe that the problems with their Vehicles were the result of a widespread design and/or manufacturing defect. Any statutes of limitation otherwise applicable to any claims asserted herein have thus been tolled by the discovery rule.

B. Equitable Estoppel

94. Defendants are equitably estopped from asserting the statutes of limitations. Defendants misrepresented that the Class Vehicles were safe and free from defects. Defendants knew that the Class Vehicles were unsafe and unable to perform as advertised without risking unforeseen power loss, including loss of engine power, exterior lights and driver assistance programs. Plaintiffs and Class members, by contrast, were unaware of the true nature of the Class Vehicles and relied upon Defendants’ misrepresentations and omissions. Plaintiffs and Class members will be prejudiced if Defendants are not estopped.

VII. CAUSES OF ACTION

A. Claims Brought on Behalf of the Nationwide Class

COUNT ONE — COMMON LAW FRAUD – FRAUD BY OMISSION

95. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

96. Plaintiffs Serna, DiPietro, and Pryor assert this claim on behalf of themselves and the Nationwide Class or, in the alternative, on behalf of the California, New York, and Pennsylvania State Classes, respectively, against all Defendants.

97. The Class Vehicles that Plaintiffs and Class members purchased or leased were defective because the DC/DC converter can spontaneously and suddenly fail, leading to the loss of engine power, as well as exterior lights and driver assistance systems, and can cause premature depletion of the 12-volt battery and the inability to start the engine.

98. Defendants failed to disclose the Mild Hybrid System Failure Defect and acted with reckless disregard for the truth in doing so. Even after Defendants became aware of the Mild Hybrid System Failure Defect, they still failed to disclose it for over half a decade.

99. Defendants had a duty to disclose this material information to Plaintiffs and Class members because Defendants were in a superior position to know about the existence, nature, cause, and results of the Mild Hybrid System Failure Defect; Plaintiffs and Class members could not reasonably have been expected to learn or discover this latent defect on their own, at least until they experienced a resulting failure; and Defendants knew that Plaintiffs and Class members could not reasonably have been expected to discover it.

100. Plaintiffs and Class members did not know about the Mild Hybrid System Failure Defect and could not have discovered it through reasonably diligent investigation.

1 101. But for Defendants' fraudulent omissions of material information, Plaintiffs and
2 Class members would not have purchased or leased the Class Vehicles, or would have paid less
3 for them. Plaintiffs and Class members have sustained damage because they purchased or leased
4 Vehicles that were not as represented. Accordingly, Defendants are liable to Plaintiffs and Class
5 members for damages in an amount to be proven at trial for their lost benefit of the bargain and
6 overpayment at the time of purchase or lease, and/or for the diminished value of the Class
7 Vehicles.
8

9 102. Defendants' acts were done wantonly, deliberately, with intent to defraud, in
10 reckless disregard of the rights of Plaintiffs and Class members, and/or for Defendants to enrich
11 themselves. Defendants' misconduct warrants an assessment of punitive damages in an amount
12 sufficient to deter such conduct in the future, that amount shall be determined according to proof
13 at trial.
14

15 COUNT TWO — UNJUST ENRICHMENT

16 103. Plaintiffs and the Class incorporate by reference each preceding paragraph as
17 though fully set forth herein.

18 104. Plaintiffs Serna, DiPietro, and Pryor assert this claim on behalf of themselves and
19 the Nationwide Class or, in the alternative, on behalf of California, New York, and Pennsylvania
20 State Classes, respectively, against all Defendants.
21

22 105. Plaintiffs and Class members paid Defendants the value of non-defective, fully
23 operational Class Vehicles with the ability to operate without fear of mild hybrid system failure.
24 In exchange, Defendants provided Plaintiffs and Class members with defective Vehicles that are
25 prone to electronic failures that leave them unable to start, may cause them to suddenly stop
26 while driving, and require premature mild hybrid system part replacements.

1 106. Thus, Plaintiffs and Class members conferred value upon Defendants which
2 would be unjust for Defendants to retain.

3 107. As a direct and proximate result of Defendants' unjust enrichment, Plaintiffs and
4 Class members have suffered and continue to suffer various injuries. As such, they are entitled to
5 damages, including but not limited to restitution of all amounts by which Defendants were
6 enriched through their misconduct.
7

8 **COUNT THREE — VIOLATION OF NEW JERSEY CONSUMER**
9 **FRAUD ACT (N.J. STAT. ANN. § 56:8-1, *ET SEQ.*)**

10 108. Plaintiffs and the Class incorporate by reference each preceding paragraph as
11 though fully set forth herein.

12 109. Plaintiffs Serna, DiPietro, and Pryor assert this claim on behalf of themselves and
13 the Nationwide Class against all Defendants.

14 110. Defendants are a "person" within the meaning of N.J. Stat. Ann. § 56:8-1(d).

15 111. The Class Vehicles are "merchandise" within the meaning of N.J. Stat. Ann. §
16 56:8-1(c).
17

18 112. Defendants violated the New Jersey CFA by engaging in the practices described
19 above, and by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing
20 to disclose material facts regarding the reliability, safety, and performance of the Class Vehicles.

21 113. At all relevant times, Defendants' conduct complained of herein emanated from
22 JLR's U.S. headquarters in New Jersey.

23 114. Defendants had the duty to Plaintiffs to disclose the Mild Hybrid System Failure
24 Defect and the defective nature of the Class Vehicles and to refrain from unfair or deceptive
25 practices under the New Jersey CFA because:
26

1 A. Defendants were in a superior position to know the true state of
2 facts about the Defect and its associated costs;

3 B. Plaintiffs and Class Members could not reasonably have been
4 expected to learn or discover that the Class Vehicles had latent defects until those
5 defects became manifest;

6 C. Defendants knew that Plaintiffs and Class Members could not
7 reasonably have been expected to learn about or discover the Mild Hybrid System
8 Failure Defect and the effect it would have on the Class Vehicles' operability.
9

10 115. In failing to disclose the Mild Hybrid System Failure Defect, Defendants
11 knowingly and intentionally concealed material facts and breached its duty to disclose.

12 116. By misrepresenting the Class Vehicles as safe and reliable and by failing to
13 disclose the Mild Hybrid System Failure Defect and the defective nature of the Class Vehicles,
14 Defendants engaged in one or more of the following unfair or deceptive business practices
15 prohibited by N.J. Stat. Ann. § 56:8-2: using or employing deception, fraud, false pretense, false
16 promise or misrepresentation, or the concealment, suppression, or omission of a material fact
17 with intent that others rely upon such concealment, suppression, or omission, in connection with
18 the advertisement and sale/lease of the Class Vehicles.
19

20 117. The facts Defendants concealed or did not disclose to Plaintiffs and Class
21 Members are material in that a reasonable consumer would have considered them to be important
22 in deciding whether to purchase the Class Vehicles or pay a lesser price. Had Plaintiff and Class
23 Members known the Class Vehicles were defective, they would not have purchased the Class
24 Vehicles or would have paid less for them.
25
26

118. Plaintiffs and Class Members suffered ascertainable losses and actual damages through their overpayment at the time of purchase or lease for Class Vehicles with an undisclosed Mild Hybrid System Failure Defect as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

119. Defendants' violations present a continuing risk to Plaintiffs and Class Members, as well as to the general public, because the Class Vehicles remain unsafe due to the Mild Hybrid System Failure Defect. Additionally, their unlawful acts and practices complained of herein affect the public interest.

120. Pursuant to N.J. Stat. Ann. § 56:8-19, Plaintiffs and Class Members seek an order enjoining Defendants' unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the New Jersey CFA.

B. Claims Brought on Behalf of the California Class

COUNT FOUR — VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT ("CLRA") (CAL. CIV. CODE § 1750, *ET SEQ.*)

121. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

122. Plaintiff Serna (for purposes of this section, "California Plaintiff") brings this claim on behalf of himself and on behalf of the members of the California Class against all Defendants.

123. Defendants are each a "person" as that term is defined in California Civil Code § 1761(c).

124. California Plaintiff and the California Class members are "consumers" as that term is defined in California Civil Code § 1761(d).

1 125. Defendants engaged in unfair and deceptive acts in violation of the CLRA by the
2 practices described above, and by knowingly and intentionally concealing from California
3 Plaintiff and California Class members that the Class Vehicles suffer from a defect(s) (and the
4 costs, risks, and diminished value of the vehicles as a result of this problem).

5 126. Defendants' acts and practices violated the CLRA by: (i) representing that goods
6 or services have sponsorships, characteristics, uses, benefits, or quantities which they do not
7 have; (ii) representing that goods or services are of a particular standard, quality, or grade, or that
8 goods are of a particular style or model, if they are of another; (iii) advertising goods and
9 services with the intent not to sell them as advertised; and (iv) representing that the subject of a
10 transaction has been supplied in accordance with a previous representation when it has not.
11

12 127. Defendants' unfair or deceptive acts or practices occurred repeatedly in their trade
13 or business, were capable of deceiving a substantial portion of the purchasing public, and
14 imposed a serious safety risk on the public.
15

16 128. Defendants knew that the mild hybrid systems were defectively designed or
17 manufactured and were not suitable for their intended use.

18 129. Defendants had a duty to California Plaintiff and the California Class members to
19 disclose the Mild Hybrid System Failure Defect and the defective nature of the Class Vehicles
20 because:
21

22 A. Defendants were in a superior position to know the true state of
23 facts about the Defect and its associated costs;

24 B. California Plaintiff and the California Class members could not
25 reasonably have been expected to learn or discover that the Defect, at least until
26 they experienced a failure as a result of it;

1 C. Defendants knew that California Plaintiff and the California Class
2 members could not reasonably have been expected to learn about or discover the
3 Defect and the effect it would have on the Class Vehicles' operability.

4 130. In failing to disclose the Mild Hybrid System Failure Defect, Defendants have
5 knowingly and intentionally concealed material facts and breached their duty to disclose.
6

7 131. The facts Defendants concealed or failed to disclose to California Plaintiff and the
8 California Class members are material in that a reasonable consumer would have considered
9 them to be important in deciding whether to purchase the Class Vehicles or pay a lesser price for
10 them. Had California Plaintiff and the California Class members known the Class Vehicles were
11 defective, they would not have purchased the Class Vehicles or would have paid less for them.
12

13 132. Plaintiff Serna provided JLRNA, in its own capacity and as agent for the UK
14 entities, with notice of Defendants' CLRA violations on or about July 29, 2026.

15 133. Defendants' fraudulent and deceptive business practices proximately caused
16 injuries to California Plaintiff and the members of the California Class.

17 134. Pursuant to Cal. Civ. Code § 1780, Plaintiffs seek injunctive and declaratory relief
18 and reasonable attorneys' fees and costs. If Defendants have not remedied their CLRA violations
19 within 30 days of service of Plaintiff Serna's notice, Plaintiffs reserve the right to seek monetary
20 damages under the CLRA.
21

22 **COUNT FIVE — VIOLATION OF THE CALIFORNIA UNFAIR**
23 **COMPETITION LAW (CAL. BUS. & PROF. CODE § 17200)**

24 135. Plaintiffs and the Class incorporate by reference each preceding paragraph as
25 though fully set forth herein.

26 136. Plaintiff Serna brings this claim on behalf of himself and on behalf of the
members of the California Class against all Defendants.

1 137. The California Unfair Competition Law (“UCL”) prohibits acts of “unfair
2 competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair,
3 deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

4 138. Defendants have engaged in unfair competition and unfair, unlawful, or
5 fraudulent business practices by the conduct, statements, and omissions described above, and by
6 knowingly and intentionally concealing the Mild Hybrid System Failure Defect from California
7 Plaintiff and other California Class members. Defendants should have disclosed this information
8 because it was in a superior position to know the true facts related to the defect, and California
9 Plaintiff and California Class members could not have been reasonably expected to learn or
10 discover these true facts.

11 139. The Mild Hybrid System Failure Defect constitutes a safety issue for automobile
12 owners, drivers, and passengers, thus requiring Defendants to disclose its existence to past and
13 future owners and lessees.

14 140. By its acts and practices, Defendants have deceived Plaintiffs and is likely to have
15 deceived the public. In failing to disclose the Mild Hybrid System Failure Defect and
16 suppressing other material facts, Defendants breached their duty to disclose these facts, violated
17 the UCL, and caused injuries to California Plaintiff and the California Class members.
18 Defendants’ omissions and acts of concealment pertained to information material to California
19 Plaintiff and other California Class members, as it would have been to all reasonable consumers.

20 141. The injuries California Plaintiff and the California Class members suffered
21 outweigh any potential countervailing benefit to consumers or to competition, and they are not
22 injuries that California Plaintiff and the California Class members could or should have
23 reasonably avoided.
24
25
26

1 142. Defendants' acts and practices are unlawful because they violate California Civil
2 Code §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code § 2313.

3 143. Plaintiffs seek to enjoin Defendants from further unlawful, unfair, and/or
4 fraudulent acts or practices, to obtain restitutionary disgorgement of all monies and revenues
5 Defendant has generated as a result of such practices, and all other relief allowed under
6 California Business & Professions Code § 17200.
7

8 **COUNT SIX — VIOLATION OF THE CALIFORNIA FALSE**
9 **ADVERTISING LAW**
(CAL. BUS. & PROF. CODE § 17500, *ET SEQ.*)

10 144. Plaintiffs and the Class incorporate by reference each preceding paragraph as
11 though fully set forth herein.

12 145. Plaintiff Serna (for the purposes of this section, "California Plaintiff") brings this
13 claim on behalf of himself and on behalf of the members of the California Class against all
14 Defendants.
15

16 146. California Business & Professions Code § 17500 states: "It is unlawful for any . . .
17 corporation . . . with intent directly or indirectly to dispose of real or personal property . . . to
18 induce the public to enter into any obligation relating thereto, to make or disseminate or cause to
19 be made or disseminated . . . from this state before the public in any state, in any newspaper or
20 other publication, or any advertising device, . . . or in any other manner or means whatever,
21 including over the Internet, any statement . . . which is untrue or misleading, and which is
22 known, or which by the exercise of reasonable care should be known, to be untrue or
23 misleading."
24

25 147. Defendants caused to be made or disseminated through California and the United
26 States, through advertising, marketing, and other publications, statements that were untrue or

1 misleading, and which were known, or which by the exercise of reasonable care Defendants
2 should have known to be untrue and misleading to consumers, including California Plaintiff and
3 other California Class members.

4 148. Defendants violated Section 17500 because their misrepresentations and
5 omissions regarding the safety, reliability, and functionality of the Class Vehicles were material
6 and likely to deceive a reasonable consumer.

7
8 149. California Plaintiff and the other California Class members have suffered injuries
9 in fact, including the loss of money or property, resulting from Defendants' unfair, unlawful,
10 and/or deceptive practices. In purchasing or leasing their Class Vehicles, California Plaintiff and
11 the other California Class members relied on Defendants' misrepresentations and/or omissions
12 with respect to the Class Vehicles' safety and reliability. Defendants' representations were
13 untrue because they distributed the Class Vehicles with the Mild Hybrid System Failure Defect.
14 Had California Plaintiff and the other California Class members known this, they would not have
15 purchased or leased the Class Vehicles or would not have paid as much for them. Accordingly,
16 California Plaintiff and the California Class members did not receive the benefit of their bargain.

17
18 150. All of the wrongful conduct alleged herein occurred, and continues to occur, in
19 the conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or
20 generalized course of conduct that is still perpetuated and repeated, both in the state of California
21 and nationwide.

22
23 151. California Plaintiff, individually and on behalf of the other California Class
24 members, requests that the Court enter such orders or judgments as may be necessary to enjoin
25 Defendants from continuing their unfair, unlawful, and/or deceptive practices, and restore to
26 California Plaintiff and the other California Class members any money Defendants acquired by

1 unfair competition, including restitution and/or restitutionary disgorgement, and for such other
2 relief set forth below.

3 **COUNT SEVEN — BREACH OF EXPRESS WARRANTY**
4 **(CAL. COM. CODE §§ 2313 AND 10210)**

5 152. Plaintiffs and the Class incorporate by reference each preceding paragraph as
6 though fully set forth herein.

7 153. Plaintiff Serna (for the purposes of this section, “California Plaintiff”) brings this
8 claim on behalf of himself and on behalf of the members of the California Class against JLRNA.

9 154. Defendant is and was at all relevant times a “merchant” with respect to motor
10 vehicles under California Commercial Code §§ 2104(1) and 10103(c), and a “seller” of motor
11 vehicles under § 2103(1)(d).

12 155. The Class Vehicles are and were at all relevant times “goods” within the meaning
13 of California Commercial Code §§ 2105(1) and 10103(a)(8).

14 156. Defendant provided all purchasers and lessees of the Class Vehicles with the
15 express warranties described herein, which became part of the basis of the parties’ bargain.
16 Accordingly, Defendant’s warranties are express warranties under state law.

17 157. Specifically, the Class Vehicles are covered by Defendant’s new vehicle limited
18 warranties and the powertrain warranty on electric propulsion components, including the battery
19 components, charging systems, and BiSG.

20 158. Furthermore, Defendant expressly warranted—through statements and
21 advertisements—that the vehicles were of high quality, and at a minimum, would work properly
22 and safely.

1 159. Defendant distributed the defective parts causing the Mild Hybrid System Failure
2 Defect in the Class Vehicles, and those parts are covered by Defendant's warranties granted to
3 all Class Vehicle purchasers and lessors.

4 160. Defendant breached these warranties by selling and leasing Class Vehicles with
5 the Mild Hybrid System Failure Defect, requiring repair or replacement within the applicable
6 warranty periods, and refusing to honor the warranties by providing free repairs or replacements
7 during the applicable warranty periods sufficient for the Class Vehicles to be restored to their
8 advertised qualities within a reasonable time.

9
10 161. California Plaintiff notified Defendant of their breach within a reasonable time,
11 and/or was not required to do so because affording Defendant a reasonable opportunity to cure
12 their breaches would have been futile. In any event, Defendant knew about the defect but had
13 concealed it as a means of avoiding compliance with their warranty obligations. Moreover,
14 Defendant was given notice of these issues within a reasonable amount of time by the complaints
15 they received directly from customers and became aware of online.

16
17 162. Any attempt to disclaim or limit these express warranties vis-à-vis consumers is
18 unconscionable and unenforceable under the circumstances here. Specifically, Defendant's
19 warranty limitations are unenforceable because Defendant knowingly sold a defective product to
20 California Plaintiff and the California Class.

21 163. The time limits contained in Defendant's warranty period were also
22 unconscionable and inadequate to protect California Plaintiff and California Class members.
23 Among other things, California Plaintiff and the California Class members had no meaningful
24 choice in determining these time limitations, the terms of which unreasonably favored
25 Defendant. A gross disparity in bargaining power existed between Defendant and the Class
26

1 members because Defendant knew or should have known that the Class Vehicles were defective
2 at the time of sale and would experience failures caused by the DC/DC converter defect well
3 before the end of their useful lives.

4 164. Furthermore, the limited warranty promising to repair and/or correct a
5 manufacturing defect fails in its essential purpose because the contractual remedy is insufficient
6 to make California Plaintiff and the other California Class members whole and because
7 Defendant has failed and/or refused to adequately provide a permanent repair within a reasonable
8 time.
9

10 165. California Plaintiff and the California Class members have complied with all
11 obligations under the warranty or otherwise have been excused from performance of said
12 obligations as a result of Defendant's conduct.
13

14 166. As a direct and proximate cause of Defendant's breach, California Plaintiff and
15 the California Class members bought or leased Class Vehicles they otherwise would not have,
16 overpaid for their vehicles, did not receive the benefit of their bargain, and their Class Vehicles
17 suffered a diminution in value.

18 **COUNT EIGHT — BREACH OF THE IMPLIED WARRANTY OF**
19 **MERCHANTABILITY**
20 **(CAL. COM. CODE §§ 2314 AND 10212) -**

21 167. Plaintiffs and the Class incorporate by reference each preceding paragraph as
22 though fully set forth herein.

23 168. Plaintiff Serna (for the purposes of this section, "California Plaintiff") brings this
24 claim on behalf of himself and the California Class against JLRNA.
25
26

1 169. Defendant is and was at all relevant times a “merchant” with respect to motor
2 vehicles under California Commercial Code §§ 2104(1) and 10103(c), and a “seller” of motor
3 vehicles under § 2103(1)(d).

4 170. With respect to leases, Defendant is and was at all relevant times relevant a
5 “lessor” of motor vehicles under Cal. Com. Code § 10103(a)(16).
6

7 171. The Class Vehicles are and were at all relevant times “goods” within the meaning
8 of California Commercial Code §§ 2105(1) and 10103(a)(8).

9 172. Defendant was at all relevant times the manufacturer, distributor, warrantor,
10 and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for
11 which the Class Vehicles were purchased.

12 173. A warranty that the Class Vehicles were in merchantable condition and fit for the
13 ordinary purpose for which vehicles are used is implied by law pursuant to California
14 Commercial Code §§ 2314 and 10212.
15

16 174. Defendant provided California Plaintiff and the members of the California Class
17 with an implied warranty that the Class Vehicles, and any parts thereof, are merchantable and fit
18 for the ordinary purposes for which they were sold. Defendant impliedly warranted that the Class
19 Vehicles were of merchantable quality and fit for such use. This implied warranty included,
20 among other things: (i) a warranty that the vehicles Defendants manufactured, supplied,
21 distributed, and/or sold were safe and reliable for providing transportation, and would not
22 experience premature failure; and (ii) a warranty that the Class Vehicles would be fit for their
23 intended use while being operated.
24

25 175. However, the Class Vehicles at the time of sale and thereafter were and are not
26 vehicles fit for their ordinary purpose of providing reasonably reliable and safe transportation at

1 the time of sale or thereafter because the Mild Hybrid System Failure Defect can result in
2 spontaneous loss of engine power, loss of exterior vehicle lighting and a host of other issues
3 including, but not limited to, loss of driver assistance systems, charging system malfunctions,
4 premature depletion of the 12-volt battery, and an inability to start the engine.

5 176. Therefore, the Class Vehicles are not fit for their particular purpose of providing
6 safe and reliable transportation.

7 177. California Plaintiff notified Defendant of their breach within a reasonable time,
8 and/or was not required to do so because affording Defendant a reasonable opportunity to cure
9 their breaches would have been futile. That is particularly true here where Defendant's only
10 repair consists of replacing a part it knows to be defective with another of the same defective
11 part.
12

13 178. In any event, Defendant knew about the defect but instead had chosen to conceal
14 it as a means of avoiding compliance with their warranty obligations. Moreover, Defendant was
15 provided notice of these issues within a reasonable amount of time by the numerous complaints
16 they received from various sources, including through the NHTSA database, other online
17 sources, and directly from consumers.
18

19 179. California Plaintiff and the California Class members have had sufficient dealings
20 with Defendant or their agents to establish privity of contract. Privity is not required in this case,
21 however, because California Plaintiff and the California Class members are intended third-party
22 beneficiaries of contracts between Defendant and their authorized dealers and are intended
23 beneficiaries of Defendant's implied warranties. The dealers were not intended to be the ultimate
24 consumers of Class Vehicles, and the warranties were designed for and intended to benefit the
25 ultimate consumers only.
26

1 180. As a direct and proximate result of the breach of said implied warranty, California
2 Plaintiff and the California Class sustained the damages herein set forth.

3 181. California Plaintiff and the California Class members are, therefore, entitled to
4 damages in an amount to be proven at trial.

5
6 **COUNT NINE — VIOLATIONS OF THE SONG-BEVERLY ACT –**
7 **BREACH OF EXPRESS WARRANTY**
8 **(CAL. CIV. CODE §§ 1791.2 & 1793.2(D))**

9 182. Plaintiffs and the Class incorporate by reference each preceding paragraph as
10 though fully set forth herein.

11 183. Plaintiff Serna (for the purposes of this section, “California Plaintiff”) brings this
12 claim on behalf of himself and the California Class against JLRNA.

13 184. California Plaintiff and the California Class members are “buyers” within the
14 meaning of Cal. Civ. Code § 1791(b).

15 185. The Class Vehicles are “consumer goods” within the meaning of Cal. Civ. Code §
16 1791(a).

17 186. Defendant is a “manufacturer” of the Class Vehicles within the meaning of Cal.
18 Civ. Code § 1791(j).

19 187. California Plaintiff and the other California Class members bought or leased new
20 motor vehicles manufactured by Defendant. Defendant made express warranties to California
21 Plaintiff and the other California Class members within the meaning of Cal. Civ. Code §§ 1791.2
22 and 1793.2, as described above. These warranties became part of the basis of the parties’
23 bargain. Accordingly, Defendant’s warranties are express warranties under state law.
24
25
26

1 188. Specifically, the Class Vehicles are covered by Defendant's new vehicle and
2 powertrain warranties, including electric propulsion components, the battery components,
3 charging system, and BiSG.

4 189. Furthermore, Defendant expressly warranted—through statements and
5 advertisements—that the vehicles were of high quality, and at a minimum, would work properly
6 and safely.

7 190. California Plaintiff and California Class members experienced defects within the
8 warranty period. Despite the existence of warranties, Defendant failed or refused to permanently
9 fix the Mild Hybrid System Failure Defect.

10 191. California Plaintiff and California Class members gave Defendant or their
11 authorized repair facilities opportunities to fix the defects unless only one repair attempt was
12 possible, and Defendant or their authorized repair facility refused to attempt any permanent
13 repair. Defendant did not promptly replace or buy back the Class Vehicles of California Plaintiff
14 and the other Class members.

15 192. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, California Plaintiff and the other
16 California Class members are entitled to damages and other legal and equitable relief including,
17 at their election, the purchase price of their Class Vehicles, or the overpayment or diminution in
18 value of their Class Vehicles.

19
20
21
22 **COUNT TEN — VIOLATIONS OF THE SONG-BEVERLY ACT –**
23 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
(CAL. CIV. CODE §§ 1792, 1791.1, *ET SEQ.*)

24 193. Plaintiffs and the Class incorporate by reference each preceding paragraph as
25 though fully set forth herein.

1 194. Plaintiff Serna (for the purposes of this section, “California Plaintiff”) brings this
2 claim on behalf of himself and on behalf of the members of the California Class against JLRNA.

3 195. At all relevant times hereto, Defendant was a manufacturer, distributor, warrantor,
4 and/or seller of the Class Vehicles. Defendant knew or should have known of the specific use for
5 which the Class Vehicles were purchased.
6

7 196. Defendant provided California Plaintiff and the California Class members with an
8 implied warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the
9 ordinary purposes for which they were sold. The Class Vehicles, however, are not fit for their
10 ordinary purpose because, inter alia, the Class Vehicles suffered from an inherent Mild Hybrid
11 System Failure Defect at the time of sale.

12 197. The Class Vehicles are not fit for the purpose of providing safe and reliable
13 transportation because of the defect.
14

15 198. Defendant impliedly warranted that the Class Vehicles were of merchantable
16 quality and fit for such use. This implied warranty included, inter alia, the following: (i) a
17 warranty that the Class Vehicles manufactured, supplied, distributed, and/or sold by Defendant
18 was safe and reliable for providing transportation and would not prematurely fail; and (ii) a
19 warranty that the Class Vehicles would be fit for their intended use—i.e., providing safe and
20 reliable transportation—while the Class Vehicles were being operated.
21

22 199. Contrary to the applicable implied warranties, the Class Vehicles were not fit for
23 their ordinary and intended purpose. Instead, the Class Vehicles are defective.

24 200. Defendant’s actions, as complained of herein, breached the implied warranty that
25 the Class Vehicles were of merchantable quality and fit for such use in violation of California
26 Civil Code §§ 1792 and 1791.1.

COUNT ELEVEN — FRAUD BY CONCEALMENT

201. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

202. Plaintiff Serna (for the purposes of this section, “California Plaintiff”) brings this claim on behalf of himself and on behalf of the members of the California Class against all Defendants.

203. Defendants made material omissions concerning a presently existing or past fact in that, for example, Defendants did not fully and truthfully disclose to their customers the true nature of the Mild Hybrid System Failure Defect, which was not readily discoverable by California Plaintiff or California Class members until well after purchase or lease of the Class Vehicles. These facts, and other facts as set forth above, were material because reasonable people attach importance to their existence or nonexistence in deciding which vehicle to purchase.

204. Defendants were under a duty to disclose these omitted facts, because where one does speak one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

205. In addition, Defendants had a duty to disclose these omitted material facts because they were known and/or accessible only to Defendants, who had superior knowledge and access to the facts, and Defendants knew they were not known to or reasonably discoverable by California Plaintiff and the California Class members. These omitted facts were material because they directly impact the safety and reliability of the Class Vehicles.

1 206. Defendants were in exclusive control of the material facts and such facts were not
2 known to the public or the California Class members. Defendants also possessed exclusive
3 knowledge of the Mild Hybrid System Failure Defect and the fact that it rendered the Class
4 Vehicles inherently more dangerous and unreliable than similar vehicles.

5 207. Defendants actively concealed and/or suppressed these material facts, in whole or
6 in part, with the intent to induce California Plaintiff and the California Class members to
7 purchase the Class Vehicles at a price higher than their true value.
8

9 208. California Plaintiff and the California Class members were unaware of these
10 omitted material facts and would not have acted as they did if they had known of the concealed
11 and/or suppressed facts. The actions of California Plaintiff and the California Class members
12 were justified.
13

14 209. California Plaintiff and the California Class members reasonably relied on
15 Defendants' omissions and suffered damages as a result.

16 210. As a result of these omissions and concealments, California Plaintiff and the
17 California Class members incurred damages including, but not limited to, their lost benefit of the
18 bargain and overpayment at the time of purchase or lease and/or the diminished intrinsic value of
19 their Class Vehicles.
20

21 211. Defendants' acts were done maliciously, oppressively, deliberately, with intent to
22 defraud, and in reckless disregard of the rights of California Plaintiff and the California Class
23 members. Defendants' conduct warrants an assessment of punitive damages in an amount
24 sufficient to deter such conduct in the future.
25
26

C. Claims Brought on Behalf of the New York Class

**COUNT TWELVE — VIOLATIONS OF NEW YORK GENERAL
BUSINESS LAW § 349
(N.Y. GEN. BUS. LAW § 349)**

212. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

213. Plaintiff DiPietro (for purposes of this section, “New York Plaintiff”) brings this claim on behalf of himself and on behalf of the New York Class against all Defendants.

214. Plaintiff and Defendants are both “persons” within the meaning of the New York General Business Law (“GBL”). N.Y. Gen. Bus. Law § 349(h).

215. Under GBL section 349, “[d]eceptive acts or practices in the conduct of any business, trade or commerce” are unlawful. N.Y. Gen. Bus. Law § 349.

216. In the course of Defendants’ business, they willfully failed to disclose and actively concealed the Mild Hybrid System Failure Defect with the intent that consumers rely on that concealment in deciding whether to purchase a Class Vehicle.

217. By concealing the Mild Hybrid System Failure Defect while advertising the Class Vehicles as capable, reliable and safe, Defendants engaged in deceptive acts or practices in violation of GBL section 349.

218. Defendants’ deceptive acts or practices were materially misleading. Defendants’ conduct was likely to and did deceive reasonable consumers, including New York Plaintiff and the New York Class members, about the Class Vehicles’ true performance and value.

219. New York Plaintiff and New York Class members were unaware of, and lacked a reasonable means of discovering, the material facts Defendants suppressed.

1 220. Defendants' misleading conduct concerns the safety of widely purchased
2 consumer products and affects the public interest.

3 221. Defendants' actions set forth above occurred in the conduct of its business, trade,
4 or commerce.

5 222. New York Plaintiff and New York Class members suffered ascertainable loss as a
6 direct and proximate result of Defendants' GBL violations. New York Plaintiff and New York
7 Class members overpaid for their Class Vehicles, and their Class Vehicles suffered a diminution
8 in value resulting from the Defective Batteries. These injuries are the direct and natural
9 consequence of Defendant's material misrepresentations and omissions.

10 223. New York Plaintiff and New York Class members request that this Court enter
11 such orders or judgments as may be necessary to enjoin Defendant from continuing its unfair and
12 deceptive practices. Under the GBL, New York Plaintiff and New York Class members are
13 entitled to recover their actual damages or \$50, whichever is greater. Additionally, because
14 Defendants acted willfully or knowingly, New York Plaintiff and New York Class members are
15 entitled to recover three times their actual damages. New York Plaintiff is also entitled to
16 reasonable attorneys' fees. N.Y. Gen. Bus. Law § 349(h).

17
18
19 **COUNT THIRTEEN — VIOLATIONS OF NEW YORK GENERAL**
20 **BUSINESS LAW § 350**
21 **(N.Y. GEN. BUS. LAW § 350)**

22 224. Plaintiffs and the Class incorporate by reference each preceding paragraph as
23 though fully set forth herein.

24 225. New York Plaintiff DiPietro brings this claim on behalf of himself and on behalf
25 of the New York Class against all Defendants.

1 226. GBL section 350 makes unlawful “[f]alse advertising in the conduct of any
2 business, trade or commerce....” N.Y. Gen. Bus. Law § 350. False advertising includes
3 “advertising, including labeling, of a commodity...if such advertising is misleading in a material
4 respect,” taking into account “not only representations made by statement, word, design, device,
5 sound or any combination thereof, but also the extent to which the advertising fails to reveal
6 facts material in the light of such representations with respect to the commodity...to which the
7 advertising relates under the conditions prescribed in said advertisement, or under such
8 conditions as are customary or usual.” N.Y. Gen. Bus. Law § 350-a.

9
10 227. Defendants caused or made to be disseminated through New York, through
11 advertising, marketing, and other publications, statements that were untrue or misleading, and
12 which were known, or which by the exercise of reasonable care should have been known to
13 Defendants, to be untrue and misleading to consumers, including New York Plaintiff and New
14 York Class members.

15
16 228. Defendants violated GBL Section 350 because the misrepresentations and
17 omissions regarding the safety, reliability, and functionality of the Class Vehicles were material
18 and deceived reasonable consumers, including New York Plaintiff and New York Class
19 members, about the true performance and value of the Class Vehicles.

20
21 229. New York Plaintiff and New York Class members suffered ascertainable loss as a
22 direct and proximate result of Defendants’ violations. In purchasing or leasing their Class
23 Vehicles, New York Plaintiff and New York Class members relied on Defendants’
24 representations and omissions with respect to safety, performance, reliability, and value of the
25 Class Vehicles. Defendants’ representations turned out to be untrue because they distributed the
26 Class Vehicles with the Mild Hybrid System Failure Defect. Had New York Plaintiff or New

1 York Class members known this, they would not have purchased or leased their Class Vehicles
2 or would have paid less money for them.

3 230. New York Plaintiff and New York Class members overpaid for their Class
4 Vehicles and their Class Vehicles suffered a diminution in value resulting from the Mild Hybrid
5 System Failure Defect. These injuries are the direct and natural consequence of Defendants'
6 material misrepresentations and omissions.
7

8 231. New York Plaintiff and New York Class members request that this Court enter
9 such orders or judgments as may be necessary to enjoin Defendants from continuing its unfair,
10 unlawful, and deceptive practices of false advertising. Under the GBL, New York Plaintiff and
11 New York Class members are entitled to recover their actual damages or \$500, whichever is
12 greater. Additionally, because Defendants acted willfully or knowingly, New York Plaintiff and
13 New York Class members are entitled to recover three times their actual damages, up to \$10,000.
14 New York Plaintiff is also entitled to reasonable attorneys' fees. N.Y. Gen. Bus. Law § 350-e.
15

16 **COUNT FOURTEEN — BREACH OF EXPRESS WARRANTY**
17 **(N.Y. U.C.C. LAW §§ 2-313 AND 2A-210)**

18 232. Plaintiffs and the Class incorporate by reference each preceding paragraph as
19 though fully set forth herein.

20 233. New York Plaintiff DiPietro brings this claim on behalf of himself and on behalf
21 of the members of the New York Class against JLRNA.

22 234. Defendant is, and was, at all relevant times a “merchant” with respect to motor
23 vehicles under N.Y. UCC Law § 2-104(1) and “seller” of motor vehicles under § 2-103(1)(d).
24

25 235. The Class Vehicles are and were at all relevant times “goods” within the meaning
26 of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

1 236. Defendant provided all purchasers and lessees of the Class Vehicles with the
2 express warranties described herein, which became part of the basis of the parties' bargain.
3 Accordingly, Defendant's warranties are express warranties under state law.

4 237. Specifically, the Class Vehicles are covered by Defendant's new vehicle limited
5 warranties, the powertrain warranty on electric propulsion components, including the battery
6 components, charging systems, and BiSG.

7 238. Furthermore, Defendant expressly warranted—through statements and
8 advertisements—that the vehicles were of high quality, and at a minimum, would work properly
9 and safely.

10 239. Defendant distributed the defective parts causing the Mild Hybrid System Failure
11 Defect in the Class Vehicles, and those parts are covered by Defendant's warranties granted to
12 all Class Vehicle purchasers and lessors.

13 240. New York Plaintiff and New York Class members experienced defects within the
14 warranty period. Despite the existence of warranties, Defendant failed or refused to permanently
15 fix the Mild Hybrid System Failure Defect which is covered by Defendant's warranties granted
16 to all Class Vehicle purchasers and lessors.

17 241. Defendant breached these warranties by selling and leasing Class Vehicles with
18 the Mild Hybrid System Failure Defect, requiring repair or replacement within the applicable
19 warranty periods, and refusing to honor the warranties by providing free repairs or replacements
20 during the applicable warranty periods sufficient for the Class Vehicles to be restored to their
21 advertised qualities within a reasonable time.

22 242. New York Plaintiff notified Defendant of their breach within a reasonable time,
23 and/or was not required to do so because affording Defendant a reasonable opportunity to cure
24

1 its breaches would have been futile. That is particularly true here where Defendant's only repair
2 consists of replacing a part it knows to be defective with another of the same defective part.
3 Moreover, Defendant was provided notice of these issues within a reasonable amount of time by
4 the numerous complaints it received from various sources, including through the NHTSA
5 database, other online sources, and directly from consumers.
6

7 243. Any attempt to disclaim or limit these express warranties vis-à-vis consumers is
8 unconscionable and unenforceable under the circumstances here. Specifically, Defendant's
9 warranty limitations are unenforceable because it knowingly sold a defective product without
10 giving notice of the Mild Hybrid System Failure Defect to New York Plaintiff or New York
11 Class members.
12

13 244. The time limits contained in Defendant's warranty period were also
14 unconscionable and inadequate to protect New York Plaintiff or New York Class members.
15 Among other things, neither New York Plaintiff nor New York Class members had a meaningful
16 choice in determining these time limitations, the terms of which unreasonably favored
17 Defendant. A gross disparity in bargaining power existed between Defendant and the Class
18 members because Defendant knew or should have known that the Class Vehicles were defective
19 at the time of sale and would fail well before their useful lives.
20

21 245. Furthermore, the limited warranty promising to repair and/or correct a
22 manufacturing defect fails in its essential purpose because the contractual remedy is insufficient
23 to make New York Plaintiff and New York Class members whole and because Defendant has
24 failed and/or have refused to adequately provide the promised remedies within a reasonable time.
25

26 246. Plaintiff DiPietro provided JLRNA, in its own capacity and as agent for the UK
entities, with notice of its breach of express warranty on or about August 14, 2026.

1 247. New York Plaintiff and New York Class members have complied with all
2 obligations under the warranty, or otherwise have been excused from performance of said
3 obligations as a result of Defendant's conduct.

4 248. As a direct and proximate cause of Defendant's breach, New York Plaintiff and
5 New York Class members bought or leased Class Vehicles they otherwise would not have,
6 overpaid for their vehicles, did not receive the benefit of their bargain, and their Class Vehicles
7 suffered a diminution in value.
8

9 **COUNT FIFTEEN — BREACH OF THE IMPLIED WARRANTY OF**
10 **MERCHANTABILITY**
11 **(N.Y. U.C.C. LAW §§ 2-314 AND 2A-212)**

12 249. Plaintiffs and the Class incorporate by reference each preceding paragraph as
13 though fully set forth herein.

14 250. New York Plaintiff DiPietro brings this claim on behalf of himself and on behalf
15 of the members of the New York Class against JLRNA.

16 251. Defendant is, and was, at all relevant times a "merchant" with respect to motor
17 vehicles under N.Y. UCC Law § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d).

18 252. The Class Vehicles are and were at all relevant times "goods" within the meaning
19 of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).
20

21 253. A warranty that the Class Vehicles were in merchantable condition and fit for the
22 ordinary purpose for which vehicles are used is implied by law pursuant to N.Y. UCC Law §§ 2-
23 314 and 2A-212.

24 254. Defendant impliedly warranted that the Class Vehicles were of merchantable
25 quality and fit for such use. This implied warranty included, among other things: (i) a warranty
26 that the vehicles Defendant manufactured, supplied, distributed, and/or sold were safe and

1 reliable for providing transportation, and would not experience premature failure; and (ii) a
2 warranty that the Class Vehicles would be fit for their intended use while being operated.

3 255. However, the Class Vehicles at the time of sale and thereafter were and are not
4 vehicles fit for their ordinary purpose of providing reasonably reliable and safe transportation at
5 the time of sale or thereafter because the Mild Hybrid System Failure Defect can result in
6 spontaneous loss of engine power, loss of exterior vehicle lighting and a host of other issues
7 including, but not limited to, loss of driver assistance systems, charging system malfunctions,
8 premature depletion of the 12-volt battery, and an inability to start the engine.

10 256. Therefore, the Class Vehicles are not fit for their particular purpose of providing
11 safe and reliable transportation.

12 257. Defendant breached the implied warranty of merchantability in that the Class
13 Vehicles were not in merchantable condition when they were sold or leased to New York
14 Plaintiff and New York Class members and said vehicles were and are unfit for the ordinary
15 purposes for which such vehicles are used because they pose a serious safety risk to the
16 occupants and are an unreliable means of transportation.

18 258. Plaintiff DiPietro provided JLRNA, in its own capacity and as agent for the UK
19 entities, with notice of its breach of implied warranty on or about August 14, 2026.

20 259. Defendant has also been provided notice of these issues by numerous complaints,
21 as alleged herein.

23 260. As a direct and proximate result of breaches of the implied warranty of
24 merchantability, New York Plaintiff and New York Class members have suffered damages,
25 including but not limited to incidental and consequential damages.

COUNT SIXTEEN — FRAUD BY CONCEALMENT

261. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

262. New York Plaintiff DiPietro brings this claim on behalf of himself and on behalf of the members of the New York Class against all Defendants.

263. Defendants made material omissions concerning a presently existing or past fact in that, for example, Defendants did not fully and truthfully disclose to its customers the true nature of the Mild Hybrid System Failure Defect, which was not readily discoverable by New York Plaintiff or New York Class members until well after purchase or lease of the Class Vehicles. These facts, and other facts as set forth above, were material because reasonable people attach importance to their existence or nonexistence in deciding which vehicle to purchase.

264. Defendants were under a duty to disclose these omitted facts, because where one does speak one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

265. In addition, Defendants had a duty to disclose these omitted material facts because they were known and/or accessible only to Defendants, who had superior knowledge and access to the facts and Defendants knew that those facts were not known to or reasonably discoverable by New York Plaintiff and New York Class members. These omitted facts were material because they directly impact the safety and reliability of the Class Vehicles.

266. Defendants were in exclusive control of the material facts and such facts were not known to the public or New York Class members. Defendants also possessed exclusive

1 knowledge of the Mild Hybrid System Failure Defect and that it renders Class Vehicles
2 inherently more dangerous and unreliable than similar vehicles.

3 267. Defendants actively concealed and/or suppressed these material facts, in whole or
4 in part, with the intent to induce New York Plaintiff and New York Class members to purchase
5 the Class Vehicles at a higher price for the vehicles, which did not match the vehicles' true
6 value.
7

8 268. New York Plaintiff and New York Class members were unaware of these omitted
9 material facts and would not have acted as they did if they had known of the concealed and/or
10 suppressed facts. The actions of New York Plaintiff and New York Class members were
11 justified.
12

13 269. New York Plaintiff and New York Class members reasonably relied on these
14 omissions and suffered damages as a result.

15 270. As a result of these omissions and concealments, New York Plaintiff and New
16 York Class members incurred damages including, but not limited to, their lost benefit of the
17 bargain and overpayment at the time of purchase or lease and/or the diminished intrinsic value of
18 their Class Vehicles.

19 271. Defendants' acts were done maliciously, oppressively, deliberately, with intent to
20 defraud, and in reckless disregard of the rights of New York Plaintiff and New York Class
21 members. Defendants' conduct warrants an assessment of punitive damages in an amount
22 sufficient to deter such conduct in the future, which amount is to be determined according to
23 proof.
24
25
26

COUNT SEVENTEEN — UNJUST ENRICHMENT

272. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

273. New York Plaintiff DiPietro brings this cause of action on behalf of himself and the New York Class against all Defendants.

274. New York Plaintiff and New York Class members paid Defendants the value of non-defective, fully operational Class Vehicles with the ability to operate without fear of mild hybrid system failure. In exchange, Defendants provided Plaintiffs and Class members with defective Vehicles that are prone to electronic failures that leave them unable to start, may cause them to suddenly stop while driving, and require premature mild hybrid system part replacements.

275. As such, New York Plaintiff and New York Class members conferred value upon Defendants which would be unjust for Defendants to retain.

276. As a direct and proximate result of Defendants' unjust enrichment, New York Plaintiff and Class members have suffered and continue to suffer various injuries. As such, they are entitled to damages, including but not limited to restitution of all amounts by which Defendants were enriched through its misconduct.

D. Claims Brought on Behalf of the Pennsylvania Class

**COUNT EIGHTEEN — VIOLATION OF PENNSYLVANIA UNFAIR
TRADE PRACTICES AND CONSUMER PROTECTION LAW (73 P.S. §
201-1, *ET SEQ.*)**

277. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

1 278. Pennsylvania Plaintiff Pryor (for purposes of this section, “Pennsylvania
2 Plaintiff”) brings this claim on behalf of himself and the Pennsylvania Class against all
3 Defendants.

4 279. Pennsylvania’s Unfair Trade Practices Act § 201-1, et seq. makes unlawful
5 “deceptive representations” and “[r]epresenting that goods or services have sponsorship,
6 approval, characteristics, ingredients, uses, benefits, or qualities that they do not have” in the
7 conduct of any business, trade or commerce.
8

9 280. As set forth above, in the course of Defendants’ business, it willfully failed to
10 disclose and actively concealed and/or suppressed material facts concerning the safety of the
11 Class Vehicles. The existence of the defect, which is present in all or substantially all of the
12 subject vehicles, is material to a reasonable consumer in that it poses an unreasonable risk to
13 their safety, may lead to thousands of dollars in repair expenses, requires expensive and
14 inconvenient maintenance efforts, and causes the subject vehicles to be worth substantially less
15 than they would otherwise be valued. Defendants’ failure to disclose the defects and their
16 ramifications offends public policy and is unethical, unscrupulous, and substantially injurious to
17 consumers.
18

19 281. Defendants engaged in unfair methods of competition, unconscionable acts or
20 practices, and unfair or deceptive acts or practices, including representing that subject vehicles
21 have characteristics, uses, benefits, and qualities which they do not have and otherwise engaging
22 in conduct capable of and likely to deceive a substantial portion of the purchasing public.
23

24 282. Specifically, and as alleged above, Defendants knew or should have known that
25 the Class Vehicles were affected by the Mild Hybrid System Failure Defect. Indeed, those
26 misrepresentations, concealments, omissions, and suppressions of material facts did in fact

1 deceive reasonable consumers, including Pennsylvania Plaintiff and Pennsylvania Class
2 Members, about the true safety and reliability of Class Vehicles, the quality of the Class
3 Vehicles, and the true value of the Class Vehicles.

4 283. Defendants' misrepresentations of material facts regarding the Mild Hybrid
5 System Failure Defect of the Class Vehicles were material to the decisions of Pennsylvania
6 Plaintiff and Pennsylvania Class Members to purchase and lease those vehicles, as Defendants
7 intended. Pennsylvania Plaintiff and Pennsylvania Class Members were exposed to those
8 misrepresentations of material facts, and relied on Defendants' misrepresentations that the Class
9 Vehicles were safe and reliable in deciding to purchase and lease Class Vehicles.

10 284. Defendants knew or should have known that its conduct violated the Pennsylvania
11 consumer protection law.

12 285. Had Pennsylvania Plaintiff and the Pennsylvania Class Members known the truth
13 about the Mild Hybrid System Failure Defect, they would not have purchased or leased the Class
14 Vehicles. Pennsylvania Plaintiff and the Pennsylvania Class Members did not receive the benefit
15 of their bargain as a result of Defendants' misconduct.

16 286. Defendants' owed Pennsylvania Plaintiff and the Pennsylvania Class Members a
17 duty to disclose the truth about the Mild Hybrid System Failure Defect because Defendants: (a)
18 possessed exclusive, specific and superior knowledge of the true risks of the Mild Hybrid System
19 Failure Defect; (b) intentionally concealed the foregoing from Pennsylvania Plaintiff and the
20 Pennsylvania Class Members; and/or (c) made incomplete representations regarding the Mild
21 Hybrid System Failure Defect, while purposefully withholding material facts from Pennsylvania
22 Plaintiff and the Pennsylvania Class Members that contradicted these representations.

1 287. Pennsylvania Plaintiff and the Pennsylvania Class Members suffered injury in fact
2 to a legally protected interest. As a result of Defendants' conduct, Pennsylvania Plaintiff and the
3 Pennsylvania Class Members were harmed and suffered actual damages.

4 288. Defendants' violations present a continuing risk to Pennsylvania Plaintiff and the
5 Pennsylvania Class Members, as well as to the general public. Defendants' unlawful acts and
6 practices complained of herein affect the public interest.

7 289. Defendants are liable to Pennsylvania Plaintiff and the Pennsylvania Class
8 Members for treble their actual damages or \$100, whichever is greater, and attorneys' fees and
9 costs under 73 P.S. § 201-9.2(a). Pennsylvania Plaintiff and the Pennsylvania Class Members are
10 also entitled to an award of punitive damages given that Defendants' conduct was malicious,
11 wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.
12

13 **COUNT NINETEEN — BREACH OF EXPRESS WARRANTY (13 PA.**
14 **C.S.A. § 2313)**

15 290. Plaintiffs and the Class incorporate by reference each preceding paragraph as
16 though fully set forth herein.

17 291. Pennsylvania Plaintiff Pryor brings this claim on behalf of himself and the
18 Pennsylvania Class against JLRNA.

19 292. Defendant is and was at all relevant times a merchant with respect to motor
20 vehicles.

21 293. In the course of selling its vehicles, Defendant expressly warranted in writing that
22 the Class Vehicles were covered by a new vehicle limited warranty.
23

24 294. Specifically, the Class Vehicles are covered by Defendant's new vehicle limited
25 warranties, the powertrain warranty on electric propulsion components, including the battery
26 components, charging systems, and BiSG.

1 295. Pennsylvania Plaintiff notified Defendant of its breach within a reasonable time,
2 and/or was not required to do so because affording Defendant a reasonable opportunity to cure
3 its breaches would have been futile. That is particularly true here where Defendant's only repair
4 consists of replacing a part it knows to be defective with another of the same defective part..
5 Moreover, Defendant was provided notice of these issues within a reasonable amount of time by
6 the numerous complaints filed against them.
7

8 296. In addition to this new vehicle limited warranty, Defendant expressly warranted
9 several attributes, characteristics and qualities, as set forth above.

10 297. Furthermore, the limited warranty of repair and/or adjustments to defective parts
11 fails in its essential purpose because the contractual remedy is insufficient to make the
12 Pennsylvania Plaintiff and Pennsylvania Class members whole and because Defendant has failed
13 and/or has refused to adequately provide the promised remedies within a reasonable time.
14

15 298. Accordingly, Pennsylvania Plaintiff's and Pennsylvania Class Members' recovery
16 is not limited to the limited warranty of repair or adjustments to parts defective in materials or
17 workmanship, and Pennsylvania Plaintiff and Pennsylvania Class Members seek all remedies as
18 allowed by law.

19 299. Also, at the time Defendant warranted and sold the Class Vehicles, Defendant
20 wrongfully and fraudulently misrepresented and/or concealed material facts regarding the Class
21 Vehicles. Pennsylvania Plaintiff and Pennsylvania Class Members were therefore induced to
22 purchase the Class Vehicles under false and/or fraudulent pretenses.
23

24 300. As a result of the Mild Hybrid System Failure Defect, Pennsylvania Plaintiff and
25 Pennsylvania Class Members cannot reasonably rely on the Class Vehicles for the ordinary
26 purpose of safe, reliable, comfortable, and efficient transportation.

1 301. Pennsylvania Plaintiff and Pennsylvania Class Members could not reasonably
2 have discovered the Mild Hybrid System Failure Defect prior to their acceptance of the Class
3 Vehicles.

4 302. The damages flowing from the Class Vehicles cannot be resolved through the
5 limited remedy of “replacement or adjustments,” and any limitation on available remedies would
6 be insufficient to make Pennsylvania Plaintiff and Pennsylvania Class Members whole.
7

8 303. Pennsylvania Plaintiff and Pennsylvania Class Members would not have
9 purchased or leased the Class Vehicles, or would have paid less for the Class Vehicles, had they
10 known prior to their respective time of purchase or lease that the Class Vehicles contained the
11 Mild Hybrid System Failure Defect.

12 304. As a direct and proximate result of Defendant’s breach of express warranties,
13 Pennsylvania Plaintiff Pryor and Pennsylvania Class Members have suffered actual and
14 consequential damages, in an amount to be determined at trial.
15

16 **COUNT TWENTY — BREACH OF THE IMPLIED WARRANTY OF**
17 **MERCHANTABILITY (13 PA. C.S.A. § 2314)**

18 305. Plaintiffs and the Class incorporate by reference each preceding paragraph as
19 though fully set forth herein.

20 306. Pennsylvania Plaintiff Pryor brings this claim on behalf of himself and on behalf
21 of the members of the Pennsylvania Class against JLRNA.
22

23 307. Defendant is and was a merchant with respect to motor vehicles.

24 308. The Class Vehicles are and were at all relevant times subject to implied
25 warranties of merchantability, as defined in 15 U.S.C. § 2308 and 13 Pa. C.S.A. § 2314, running
26 from Defendant to Pennsylvania Plaintiff and Pennsylvania Class Members.

1 309. Defendant breached the implied warranty of merchantability in that the Class
2 Vehicles were not in merchantable condition when Pennsylvania Plaintiff and Pennsylvania
3 Class Members purchased or leased them, or at any time thereafter, and the Class Vehicles are
4 unfit for the ordinary purposes for which such vehicles are used.

5 310. Indeed, the Class Vehicles each suffered from the Mild Hybrid System Failure
6 Defect, which rendered the Class Vehicles unfit for their ordinary purpose of providing
7 reasonably reliable and safe transportation at the time of sale or thereafter because the Mild
8 Hybrid System Failure Defect can result in spontaneous loss of engine power, loss of exterior
9 vehicle lighting and a host of other issues including, but not limited to, loss of driver assistance
10 systems, charging system malfunctions, premature depletion of the 12-volt battery, and an
11 inability to start the engine.
12

13 311. Defendant has been provided notice of these issues by numerous complaints, as
14 alleged herein.
15

16 312. As a direct and proximate result of breaches of the implied warranty of
17 merchantability, Pennsylvania Plaintiff and Pennsylvania Class Members have suffered
18 damages, including but not limited to incidental and consequential damages.
19

20 **COUNT TWENTY-ONE — FRAUDULENT OMISSION**

21 313. Plaintiffs and the Class incorporate by reference each preceding paragraph as
22 though fully set forth herein.
23

24 314. Pennsylvania Plaintiff Pryor brings this claim on behalf of himself and on behalf
25 of the members of the Pennsylvania Class against all Defendants.
26

1 315. As set forth above, Defendants concealed and/or suppressed material facts
2 concerning the safety of the Class Vehicles.

3 316. Defendants made material omissions concerning a presently existing or past fact
4 in that, for example, Defendants did not fully and truthfully disclose to its customers the true
5 nature of the Mild Hybrid System Failure Defect, which was not readily discoverable by the
6 Pennsylvania Plaintiff or Pennsylvania Class Members until well after purchase or lease of the
7 Class Vehicles. These facts, and other facts as set forth above, were material because reasonable
8 people attach importance to their existence or nonexistence in deciding which vehicle to
9 purchase.
10

11 317. Defendants actively concealed and/or suppressed these material facts, in whole or
12 in part, with the intent to induce Pennsylvania Plaintiff and Pennsylvania Class members to
13 purchase the Class Vehicles at a higher price, which did not match their true value.
14

15 318. Defendants were under a duty to disclose these omitted facts, because where one
16 does speak one must speak the whole truth and not conceal any facts which materially qualify
17 those facts stated. One who volunteers information must be truthful, and the telling of a half-
18 truth calculated to deceive is fraud.

19 319. In addition, Defendants had a duty to disclose these omitted material facts
20 because they were known and/or accessible only to Defendants, who had superior knowledge
21 and access to the facts, and Defendants knew they were not known to or reasonably discoverable
22 by Pennsylvania Plaintiff and Pennsylvania Class Members. These omitted facts were material
23 because they directly impact the safety and reliability of the Class Vehicles.
24

25 320. Defendants still have not made full and adequate disclosure and continue to
26 defraud Pennsylvania Plaintiff and Pennsylvania Class Members.

1 321. The foregoing material facts were intentionally withheld from Pennsylvania
2 Plaintiff and Pennsylvania Class Members who purchased the Class Vehicles so that
3 Pennsylvania Plaintiff and Pennsylvania Class Members would rely on and purchase the Class
4 Vehicles at a premium price.

5 322. Pennsylvania Plaintiff and Pennsylvania Class Members were unaware of these
6 omitted material facts and would not have acted as they did if they had known of the concealed
7 and/or suppressed facts. Pennsylvania Plaintiff and Pennsylvania Class Members' actions were
8 justified.

9 323. Defendants were in exclusive control of the material facts and such facts were not
10 known to the public or Pennsylvania Class members. Defendants also possessed exclusive
11 knowledge of the Mild Hybrid System Failure Defect and the fact that it rendered the Class
12 Vehicles inherently more dangerous and unreliable than similar vehicles.

13 324. As a result of the concealment and/or suppression of the facts, Pennsylvania
14 Plaintiff and Pennsylvania Class Members suffered damages because of their reliance on
15 Defendants' misrepresentations and omissions and purchase of the Class Vehicles.

16 325. Pennsylvania Plaintiff Pryor demands judgment against Defendants for
17 compensatory damages for himself and Pennsylvania Class Members, as well as attorneys' fees,
18 interest, costs and any appropriate injunctive relief.

19 326. Defendants' acts were done maliciously, oppressively, deliberately, with intent to
20 defraud, and in reckless disregard of Pennsylvania Plaintiff's and Pennsylvania Class Members'
21 rights and well-being to enrich Defendants. Defendants' conduct warrants an assessment of
22 punitive damages in an amount sufficient to deter such conduct in the future, which amount is to
23 be determined according to proof.
24
25
26

COUNT TWENTY-TWO — FRAUD BY CONCEALMENT

327. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

328. Plaintiff Pryor (for the purposes of this section, “Pennsylvania Plaintiff”) brings this claim on behalf of himself and on behalf of the members of the Pennsylvania Class against all Defendants.

329. Defendants made material omissions concerning a presently existing or past fact in that, for example, Defendants did not fully and truthfully disclose to their customers the true nature of the Mild Hybrid System Failure Defect, which was not readily discoverable by Pennsylvania Plaintiff and Pennsylvania Class members until well after purchase or lease of the Class Vehicles. These facts, and other facts as set forth above, were material because reasonable people attach importance to their existence or nonexistence in deciding which vehicle to purchase.

330. Defendants were under a duty to disclose these omitted facts, because where one does speak one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

331. In addition, Defendants had a duty to disclose these omitted material facts because they were known and/or accessible only to Defendants, who had superior knowledge and access to the facts, and Defendants knew they were not known to or reasonably discoverable by Pennsylvania Plaintiff and Pennsylvania Class members. These omitted facts were material because they directly impact the safety and reliability of the Class Vehicles.

1 332. Defendants were in exclusive control of the material facts and such facts were not
2 known to the public or the California Class members. Defendants also possessed exclusive
3 knowledge of the Mild Hybrid System Failure Defect and the fact that it rendered the Class
4 Vehicles inherently more dangerous and unreliable than similar vehicles.

5 333. Defendants actively concealed and/or suppressed these material facts, in whole or
6 in part, with the intent to induce Pennsylvania Plaintiff and Pennsylvania Class members to
7 purchase the Class Vehicles at a price higher than their true value.

8 334. Pennsylvania Plaintiff and Pennsylvania Class members were unaware of these
9 omitted material facts and would not have acted as they did if they had known of the concealed
10 and/or suppressed facts. The actions of Pennsylvania Plaintiff and Pennsylvania Class members
11 were justified.

12 335. Pennsylvania Plaintiff and Pennsylvania Class members reasonably relied on
13 Defendants' omissions and suffered damages as a result.

14 336. As a result of these omissions and concealments, Pennsylvania Plaintiff and
15 Pennsylvania Class members incurred damages including, but not limited to, their lost benefit of
16 the bargain and overpayment at the time of purchase or lease and/or the diminished intrinsic
17 value of their Class Vehicles.

18 337. Defendants' acts were done maliciously, oppressively, deliberately, with intent to
19 defraud, and in reckless disregard of the rights of Pennsylvania Plaintiff and Pennsylvania Class
20 members. Defendants' conduct warrants an assessment of punitive damages in an amount
21 sufficient to deter such conduct in the future.

22
23
24
25 **COUNT TWENTY-THREE — UNJUST ENRICHMENT**

1 338. Plaintiffs and the Class incorporate by reference each preceding paragraph as
2 though fully set forth herein.

3 339. Pennsylvania Plaintiff Pryor brings this claim on behalf of himself and on behalf
4 of the members of the Pennsylvania Class against all Defendants.

5 340. Pennsylvania Plaintiff and Pennsylvania Class Members conferred a tangible
6 economic benefit upon Defendants by purchasing misrepresented Class Vehicles.

7 341. Pennsylvania Plaintiff and Pennsylvania Class Members purchased Defendants'
8 Class Vehicles to Defendants' benefit and to their detriment because they paid a premium price
9 expecting the Class Vehicles to conform to Defendants' representations, including, *inter alia*,
10 that they were purchasing fully operational Class Vehicles with the ability to operate without fear
11 of mild hybrid system failure. In exchange, Defendants provided Plaintiffs and Class members
12 with defective Vehicles that are prone to electronic failures that leave them unable to start, may
13 cause them to suddenly stop while driving, and require premature mild hybrid system part
14 replacements.

15 342. At the time of Pennsylvania Plaintiff's and Pennsylvania Class Members'
16 purchases, Defendants knew of the Mild Hybrid System Failure Defect. Knowing full well that
17 their representations were false, Defendants sold the Class Vehicles to Pennsylvania Plaintiff and
18 Pennsylvania Class Members at a premium price. Accordingly, Defendants continue to retain a
19 benefit improperly obtained to the detriment of Pennsylvania Plaintiff and Pennsylvania Class
20 Members.

21 343. Accordingly, it would be unjust and inequitable for this Court to allow
22 Defendants to retain these benefits. Pennsylvania Plaintiff and Pennsylvania Class Members
23 request restitution or disgorgement of monies paid to Defendants, or any such other appropriate
24
25
26

1 equitable and/or injunctive remedy to Pennsylvania Plaintiff and Pennsylvania Class Members
2 that the Court deems appropriate.

3 **VIII. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs, on behalf of themselves and the Class and each of the State
5 Classes, pray that this Court:

6 A. Determine that the claims alleged herein may be maintained as a class action
7 under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the
8 Nationwide Class and State Classes as defined above;

9 B. Appoint Plaintiffs as representatives of the Nationwide Class and the State
10 Classes and their counsel as Class Counsel;

11 C. Award all actual, general, special, incidental, consequential, punitive, and
12 exemplary damages and restitution to which Plaintiffs and Class members are entitled;

13 D. Award pre- and post-judgment interest on any monetary relief;

14 E. Grant appropriate injunctive relief against all Defendants, including an order
15 requiring Defendants to permanently and completely repair the Class Vehicles pursuant to their
16 obligations under the terms of the Warranty;

17 F. Determine that Defendants are financially responsible for all Class notice and
18 administration of Class relief;

19 G. Award reasonable attorney fees and costs; and

20 H. Grant such further relief that this Court deems appropriate.

21 **IX. DEMAND FOR JURY TRIAL**

22 Plaintiffs hereby demand a trial by jury.

RESPECTFULLY SUBMITTED this 17th day of August, 2026.

/s Matthew D. Schelkopf

Matthew D. Schelkopf
Joseph B. Kenney
SAUDER SCHELKOPF LLC
1109 Lancaster Avenue
Berwyn, PA 19312
Telephone: (610) 200-0581
Facsimile: (610) 421-1326
Email: mds@sauderschelkopf.com
jbk@sstrialawyers.com

Gretchen Freeman Cappio (*pro hac vice*
forthcoming)
Ryan McDevitt (*pro hac vice* forthcoming)
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3268
Telephone: (206) 623-1900
Facsimile: (206) 623-3384
Email: gcappio@kellerrohrback.com
Email: rmcdevitt@kellerrohrback.com

Norjmoo Battulga (*pro hac vice* forthcoming)
KELLER ROHRBACK L.L.P.
601 S.W. Second Avenue, Suite 1900
Portland, OR 97204
Telephone: (971) 253-4600
Facsimile: (206) 623-3384
Email: nbattulga@kellerrohrback.com

Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Ray Serna, Steven DiPietro, and Raymond Pryor, on behalf of themselves and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Los Angeles County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sauder Schelkopf LLC, 1109 Lancaster Avenue, Berwyn, PA 19312; 610-200-0581

DEFENDANTS

Jaguar Land Rover Automotive PLC, Jaguar Land Rover Limited, Jaguar Land Rover North America, LLC

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☒ 4 |
| Citizen of Another State | ☒ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☒ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332

Brief description of cause:

Class action alleging statutory fraud claims and breach of warranty related to alleged defect in certain Jaguar vehicles

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Hon. Brian R. Martinotti

DOCKET NUMBER 2:26-cv-03438

DATE

Aug 17, 2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Matthew D. Schelkopf

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RAY SERNA, STEVEN DIPIETRO AND
RAYMOND PRYOR,

Plaintiffs,

v.

JAGUAR LAND ROVER AUTOMOTIVE
PLC, JAGUAR LAND ROVER LIMITED.,
JAGUAR LAND ROVER NORTH AMERICA,
LLC,

Defendants.

No.

CLRA VENUE AFFIDAVIT OF
PLAINTIFF RAY SERNA

I, Ray Serna, hereby declare and state as follows:

1. I am over the age of 18 and a Plaintiff in this action. The facts contained in this declaration are based on my personal knowledge and information that I have gathered and is available to me, and if called upon to do so, I would testify to the matters stated herein.

2. I make this affidavit as required by California Civil Code § 1780(d).

3. The complaint in this action is filed in the proper place for trial of this action because defendant Jaguar Land Rover North America, LLC's primary place of business and North American headquarter is located in Bergen County, within the District of New Jersey, defendant does business within the District of New Jersey, and because a substantial portion of

CLRA VENUE AFFIDAVIT OF PLAINTIFF RAY SERNA - 1

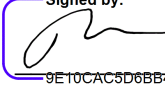
KELLER ROHRBACK L.L.P.

1201 Third Avenue, Suite 3400
Seattle, WA 98101-3268
TELEPHONE: (206) 623-1900
FACSIMILE: (206) 623-3384

1 the events, acts, and omissions that give rise to my claims in this matter occurred within Bergen
2 County and the District of New Jersey.

3
4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct.

6 Executed this August 7, 2026 at La Mirada, California.

7
8 Signed by:
9 
10 9E10CAC5D6BB411...
11 Ray Serna
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26