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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

9 Attorneys for Plaintiff William M. Turner

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 WILLIAM M. TURNER, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 PORSCHE CARS NORTH AMERICA, INC., a
18 Delaware corporation, and DOES 1 through 20,
19 inclusive,

20 Defendants.

CASE NO. ~~23STCV15246~~

CLASS ACTION

COMPLAINT FOR:

1. **Violations of the Song-Beverly Consumer Warranty Act – Civil Code section 1793.2;**
2. **Violation of the False Advertising Law - Business and Professions Code section 17500;**
3. **Violations of the Unfair Competition Law - California Business and Professions Code section 17200; and**
4. **Violations of the Consumers Legal Remedies Act – Civil Code section 1770.**

21
22 Plaintiff William M. Turner alleges as follows:

23 **NATURE OF THE CASE**

24 1. This case concerns Defendants’ advertising and sales of defective 2020 and 2021
25 Taycan (base, 4S, Turbo, and Turbo S) automobiles. Defendants advertised model year 2020 and 2021
26 Taycan as having, among other features: (1) a state-of-the-art cockpit display; (2) integrated Apple
27 CarPlay and an Infotainment System with Apple Music built in; (3) air conditioning (including
28 heating); (4) a mobile phone app that controls charging the car, displays the status of charging, and

1 controls the air conditioning; (5) a Smart Lift system that is geolocation based so that the car will
2 remember locations where lifting the car for greater clearance is desired and automatically lifts the car
3 when at those locations; and (6) wireless mobile phone charging. However, Defendants knew that the
4 2020 and 2021 Taycans were not ready for market and that none of these features functioned well,
5 much less well enough to represent to consumers that the cars had these features and to collect payments
6 from consumers as if the features functioned sufficiently well. Nevertheless, Defendants sold and
7 leased hundreds of falsely advertised, collecting millions of dollars from consumers, including Plaintiff
8 William M. Turner. In doing so, and in failing to promptly repair 2020 and 2021 Taycans and
9 compensate consumers for the difference in value of what consumers paid and what they received, and
10 other damages, Defendants violated California's "lemon law," the Song-Beverly Consumer Warranty
11 Act (Cal. Civ. Code § 1793.2), California's False Advertising Law (Cal. Bus. & Prof. Code § 17500)
12 (the "FAL"), California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200) (the "UCL"), and
13 California's Consumers Legal Remedies Act (Cal. Civ. Code § 1770(a)(6), (9)) (the "CLRA"), and
14 Plaintiff and other consumers are entitled to restitution, compensatory damages, and punitive damages.

15 **PARTIES**

16 2. Plaintiff Turner is a resident of Los Angeles County, California.

17 3. Plaintiff seeks relief in his individual capacity and seeks to represent a class consisting
18 of all others who are similarly situated.

19 4. Plaintiff is informed and believes and thereon alleges that Defendant Porsche Cars North
20 America, Inc. was and is corporation organized and existing under and by virtue of the laws of the state
21 of Delaware, doing business in the State of California, and maintaining offices within the County of
22 Los Angeles, California, among other places in the state.

23 5. The true names and capacities of defendants Does 1 through 20, whether individual,
24 corporate, associate or otherwise, are unknown to Plaintiff, who therefore sues said defendants by such
25 fictitious names. Plaintiff is informed and believes and thereon alleges that each of the defendants
26 fictitiously named herein as Doe is legally responsible in some manner for the events and happenings
27 hereinafter alleged and/or is legally affiliated with Defendant Porsche Cars North America, Inc.

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1 **JURISDICTION AND VENUE**

2 6. This court has subject matter jurisdiction over this action pursuant to California Code of
3 Civil Procedure section 410.10, California Business and Professions Code sections 17203, 17204,
4 17535, and California Civil Code section 1780. This court has personal jurisdiction over the parties
5 because Plaintiff submits to the jurisdiction of the court and Defendant systematically and continually
6 does business in the County of Los Angeles, State of California.

7 7. Venue is proper in this court pursuant to California Code of Civil Procedure sections
8 395 and 395.5, California Business and Professions Code sections 17203, 17204, and 17535, and
9 California Civil Code section 1780(d) because Defendant Porsche Cars North America, Inc. does
10 business in this county. The declaration of Plaintiff stating facts showing that this action has been
11 commenced in a proper place for trial is attached.

12 **DEFENDANTS' UNLAWFUL BUSINESS PRACTICE**

13 8. Defendants advertised model year 2020 and 2021 Taycan cars as having, among other
14 features: (1) a state-of-the-art cockpit display; (2) integrated Apple CarPlay and an Infotainment
15 System with Apple Music built in; (3) air conditioning (including heating); (4) a mobile phone app that
16 controls charging the car, displays the status of charging, and controls the air conditioning; (5) a Smart
17 Lift system that is geolocation based so that the car will remember locations where lifting the car for
18 greater clearance is desired and automatically lifts the car when at those locations; and (6) wireless
19 mobile phone charging. However, Defendants knew that 2020 and 2021 Taycans were not ready for
20 market and that none of these features functioned well, much less well enough to represent to consumers
21 that the cars had these features and to collect payments from consumers as if the features functioned
22 sufficiently well. Nevertheless, Defendants sold and leased thousands of falsely advertised 2020 and
23 2021 Taycans, collecting millions of dollars from consumers, including Plaintiff. In doing so, and in
24 failing to promptly repair 2020 and 2021 Taycans, failing to compensate consumers for the difference
25 in value of what consumers paid and what they received, and causing consumers other damages,
26 Defendants violated California's "lemon law," the FAL, the UCL, and the CLRA.

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1 **PLAINTIFF’S EXPERIENCE WITH DEFENDANTS’ UNLAWFUL SCHEME**

2 9. In April of 2021, Plaintiff had an order pending for a Tesla Model S, but he was informed
3 that delivery of the car would not occur until significantly later that year. Being disinclined to wait,
4 Plaintiff researched other electric cars. Plaintiff visited the Porsche USA website and the Rusnak
5 Westlake Porsche website and viewed the advertising on those sites concerning the 2021 Porsche
6 Taycan. Those websites advertised 2020 and 2021 Taycans as having the following features, among
7 others: (1) a state-of-the-art cockpit display; (2) integrated Apple CarPlay and an Infotainment System
8 with Apple Music built in; (3) air conditioning (including heating); (4) a mobile phone app that controls
9 charging the car, displays the status of charging, and controls the air conditioning; and (5) a Smart Lift
10 system that is geolocation based so that the car will remember locations where lifting the car for greater
11 clearance is desired and automatically lifts the car when at those locations. When Defendants made
12 these representations, Defendants knew or should have known that these features did not and would
13 not work well or as advertised. Based on the 2020 and 2021 Taycans having these features, among
14 others, and ignorant of the fact that those features did not work or work sufficiently well, Plaintiff
15 decided to lease a 2021 Taycan.

16 10. On May 18, 2021, at the Rusnak Westlake Porsche dealership, Plaintiff leased a 2021
17 Taycan 4S. Plaintiff made a down payment on that date and made monthly lease payments thereafter.

18 11. On Plaintiff’s drive home from Rusnak Westlake Porsche, Apple CarPlay and the
19 wireless mobile phone charging did not function properly. While in the car, Plaintiff called the Rusnak
20 Westlake Porsche salesperson with whom he had been communicating and who had shown Plaintiff
21 the features of the car. The salesperson said that he could not explain the situation and that Plaintiff
22 should call the next day if those features were still not working.

23 12. Soon thereafter, Plaintiff was notified of a recall regarding the computer system.
24 Plaintiff was hopeful when he took the car in for the recall because, since he had gotten the car:
25 (1) sometimes Apple CarPlay did not work at all; (2) frequently the part of the dashboard that was
26 supposed to display Apple CarPlay, the radio, the controls for the car, etc. remained blank/black for the
27 entire drive; (3) when Apple CarPlay worked, 95% of the time it took more than 60 seconds to connect,
28 and 20% of the time, it took more than five minutes to connect; (4) it frequently took several minutes

1 for Plaintiff to be able to use the radio; (5) Plaintiff's "favorites" for radio stations were repeatedly
2 deleted, requiring that Plaintiff reset them as "favorites"; (6) the wireless charging frequently did not
3 work, and, when it did work, it took two to 20 minutes for charging to start; and (7) the Smart Lift
4 system frequently did not work, resulting in the car scraping the ground (potentially causing damage to
5 the car).

6 13. After this first recall for the computer system, none of the problems identified above
7 were eliminated, but some were slightly improved. Apparently knowing that this first recall did not fix
8 the problems with the computer systems on 2021 Taycans, within a few months after the first recall,
9 Plaintiff was notified of a second recall for the computer system. Plaintiff hoped that the problems
10 identified above would be rectified with the second recall. When Plaintiff brought the car in for the
11 second recall regarding the computer system, the employee at the Porsche dealership assigned to handle
12 supervise the servicing of Plaintiff's vehicle, asked Plaintiff how he liked the car. Plaintiff responded
13 that he liked the way it drives, but everything else was frustrating, and Plaintiff mentioned most of the
14 problems identified above. The Porsche employee responded that Plaintiff's experience was typical of
15 others with 2021 Taycans, and that the 2021 Taycan had bugs that Porsche had been unable to eliminate.

16 14. As with the first recall, the second recall did not eliminate the problems, only some were
17 slightly improved. Plaintiff was extremely frustrated and sent an email to Porsche informing it of most
18 of the problems identified above and his frustration. Plaintiff asked that he be compensated for having
19 paid, and continuing to pay, for a car with features that had been advertised and not provided. Porsche
20 declined Plaintiff's request.

21 15. Shortly after Plaintiff sent this complaint to Porsche, Plaintiff received notice of a third
22 recall regarding the computer system. When Plaintiff brought his car in for the recall, Plaintiff
23 remarked to the Porsche service employee with whom Plaintiff had previously spoken that the situation
24 was unacceptable and that he had complained to Porsche. The service employee responded again that
25 Plaintiff's experience was typical of the experiences of the other 2020 and 2021 Taycan owners/lessees.

26 16. After this third recall, and Plaintiff having paid for the car for more than a year, most of
27 the problems identified above were completely, or nearly completely, resolved. The only problems
28 identified above that were not resolved completely or nearly completely were that the radio "favorites"

1 continued to be lost and required resetting, and the problems with the Smart Lift system did not
2 improve. In addition, the computer system had what Plaintiff believes to be a new problem: the radio
3 and CarPlay do not work well together in that one overrides the other frequently and unexpectedly. For
4 example, frequently when Plaintiff is listening to the radio, CarPlay will kick in unexpectedly,
5 overriding the radio and forcing Plaintiff to click two or three options on the dashboard to get back to
6 the radio. Plaintiff is not certain that this is a new problem because he believes it is possible that the
7 more severe problems that previously existed masked this problem.

8 17. Plaintiff drove the car for nearly another year, paying full price and continuing to be
9 frustrated, before his heating ceased working altogether in the winter of 2022-2023. When Plaintiff
10 attempted to heat the car, by regular air conditioning or defrost, it blew cold air. Plaintiff called Rusnak
11 Pasadena Porsche to schedule an appointment for the air conditioning to be fixed. Plaintiff's
12 appointment was scheduled for March 16, 2023. After Plaintiff arrived at Rusnak Pasadena Porsche,
13 he was informed that: (1) this was a common problem on 2020 and 2021 Taycans; (2) they did not have
14 the part(s) required to fix the problem; (3) it would take three to four weeks, or more, to obtain the
15 part(s) required to fix the problem; (4) they did not have a "loaner" vehicle for Plaintiff to use while
16 they waited for the part(s) required to fix the car; and (5) the first date on which a "loaner" would be
17 available to Plaintiff would be April 28, 2023, and they would need to keep the car for three to four
18 weeks, or more, thereafter to obtain the part(s) required to fix the problem. Defeated, Plaintiff made
19 an appointment to bring the car back on April 28, 2022, to have the heating fixed.

20 18. Plaintiff then sent several emails to Porsche informing it of the situation, including that
21 he was paying full price for a car that had no heating in the winter and that it was very uncomfortable
22 to drive in the morning and night under these conditions. Plaintiff requested that Porsche make a
23 proposal to resolve or address the situation. Porsche refused to make a proposal, demanding that
24 Plaintiff make a request. Plaintiff explained that he was not aware of the options that might be available
25 or economical for Porsche in those circumstances, he stated that he preferred not to exercise his option
26 under the law of returning the car and obtaining restitution of all of the money he had paid for the car,
27 and he again asked Porsche to make a proposal. Porsche again refused to make a proposal.
28 Consequently, Plaintiff informed Porsche that he would return the car, he demanded a refund of the

1 amounts he had paid for the car, and he requested instructions for returning the car. Porsche responded
2 that it would not discuss providing any compensation to Plaintiff until after the car was fixed, which
3 would take six to ten weeks. At his wit's end, Plaintiff returned the car on April 9, 2023.

4 **CLASS ACTION ALLEGATIONS**

5 19. Plaintiff repeats and realleges each and every fact, matter and allegation set forth in
6 paragraphs 1 through 18 above and incorporates them at this point by this reference as though set forth
7 in full.

8 20. Plaintiff brings this action on behalf of himself and, pursuant to California Code of Civil
9 Procedure section 382 and California Civil Code section 1781, on behalf of all other persons who
10 bought or leased a 2020 or 2021 Taycan in California (the "Class"). Excluded from the Class are
11 Defendants, any parent, affiliate, subsidiary entity or entity in which any Defendant has a controlling
12 interest, officers, directors and employees of any Defendant, the members of their immediate families,
13 their heirs, successors and assigns.

14 21. The Class likely consists of thousands of persons who purchased products from
15 Defendants in the past four years. The membership of the Class is so numerous and dispersed
16 geographically that actual joinder of all of the Class members is impracticable.

17 22. Plaintiff's claims are typical of the claims of the members of the Class because Plaintiff
18 and each member of the Class were exposed to the same unlawful business practice described herein.

19 23. Plaintiff is a proper representative of the Class and will fairly represent and protect the
20 interests of the Class because, among other things, his interests do not conflict with the interests of the
21 Class.

22 24. Plaintiff's attorneys are skilled and experienced in complex litigation matters.

23 25. Common questions of law and fact exist as to all members of the Class and predominate
24 over questions that impact only individual members of the Class. Among the many questions of law
25 and fact common to the Class are the following:

- 26 (i) whether Defendants' advertising of 2020 and 2021 Taycans was likely to
27 mislead reasonable consumers;

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- 1 (ii) whether Defendants' representations in the alleged advertising were and are
2 false or misleading;
- 3 (iii) whether Defendants advertised products without the intent to sell the products
4 as advertised;
- 5 (iv) whether reliance on Defendants' misrepresentations and omissions is
6 presumed;
- 7 (v) whether Defendants' business practice alleged herein is fraudulent under the
8 UCL;
- 9 (vi) whether Defendants' business practice alleged herein is unfair under the
10 UCL;
- 11 (vii) whether Defendants' acts alleged herein were and are unlawful;
- 12 (viii) whether Defendants repaired 2020 and 2021 Taycans to conform to the
13 applicable express warranties, advertisements, and representations after a
14 reasonable number of attempts;
- 15 (ix) whether, after failing to promptly repair 2020 and 2021 Taycans to conform
16 to the applicable express warranties, advertisements, and representations after
17 a reasonable number of attempts replace the 2020 and 2021 Taycans,
18 Defendants failed to replace the cars or promptly make restitution;
- 19 (x) whether consumers suffered and continue to suffer damage as a result of
20 Defendants' acts alleged herein;
- 21 (xi) the extent of the damage suffered by consumers as a result of Defendants'
22 acts alleged herein;
- 23 (xii) whether Defendants' acts alleged herein were and are unfair;
- 24 (xiii) whether Defendants represented that 2020 and 2021 Taycans had
25 characteristics, uses, benefits, or quantities that they do not have;
- 26 (xiv) whether Defendants advertised, solicited, or represented by any means, a
27 product for sale or purchase when it was intended to entice a consumer into a
28 transaction different from that originally represented;

1 (xv) whether Defendants should be enjoined from continuing to commit the
2 business acts and practices described herein; and

3 (xvi) whether Defendants acted with oppression, fraud or malice, warranting
4 punitive damages.

5 The predominance of these common questions creates a well-defined community of interest among the
6 Class members.

7 28. In addition, the prosecution of separate actions by members of the Class would create a
8 risk of inconsistent or varying adjudications which would establish incompatible standards of conduct
9 for Defendants, while adjudications with respect to the Class and Plaintiff would, as a practical matter,
10 be dispositive of the interests of the other members of the Class.

11 29. A class action is superior to other available methods for the fair and efficient
12 adjudication of this controversy because the Class is both numerous and its membership is
13 geographically widespread. Furthermore, as the individual damages of any one member of the Class
14 is relatively small, the expense and burden of individual litigation make it impossible for the members
15 of the Class to redress individually the wrongs committed against them and the damages suffered by
16 them. Plaintiff knows of no difficulty that should be encountered in the management of this litigation
17 that would preclude the maintenance of this suit as a class action.

18 **FIRST CAUSE OF ACTION**

19 **Violations of the Song-Beverly Consumer Warranty Act – Civil Code Section 1793.2**

20 **(By Plaintiff and on Behalf of the Class Against All Defendants)**

21 30. Plaintiff repeats and realleges each and every fact, matter and allegation set forth in
22 paragraphs 1 through 29 above and incorporates them at this point by this reference as though set forth
23 in full.

24 31. Defendants' acts alleged herein constitute violations of California's "lemon law," and
25 caused damage to Plaintiff and the Class.

26 32. Defendants' acts alleged herein were oppressive, fraudulent, and malicious, and were
27 done with the intention on the part of Defendants of depriving Plaintiff and the Class of property and
28 their legal rights; therefore, an award of punitive damages is warranted.

1 **SECOND CAUSE OF ACTION**

2 **Violations of California Business and Professions Code Section 17500**

3 **(By Plaintiff and on Behalf of the Class Against All Defendants)**

4 33. Plaintiff repeats and realleges each and every fact, matter and allegation set forth in
5 paragraphs 1 through 29 above and incorporates them at this point by this reference as though set forth
6 in full.

7 34. Defendants' acts alleged herein constitute false advertising in violation of the FAL.
8 Defendants acted knowingly, recklessly and in conscious disregard of the true facts in perpetuating its
9 deceptive scheme and causing injuries to Plaintiff and the Class.

10 35. Plaintiff and the Class have been misled and unfairly induced to enter into transactions
11 and to overpay for 2020 and 2021 Taycans. As a result of Defendants' false or misleading advertising,
12 misrepresentations, and omissions, Plaintiff and the Class have been injured in amounts not less than
13 the amounts they overpaid for products, which amounts have not yet been ascertained, but are believed
14 to exceed ten million dollars (\$10,000,000) in the aggregate. These amounts have been paid to
15 Defendants by Plaintiff and the Class and should be restored to them.

16 **THIRD CAUSE OF ACTION**

17 **Violations of California Business and Professions Code Section 17200**

18 **(By Plaintiff and on Behalf of the Class Against All Defendants)**

19 36. Plaintiff repeats and realleges each and every fact, matter and allegation set forth in
20 paragraphs 1 through 35 above, and 40 through 47 below and incorporates them at this point by this
21 reference as though set forth in full.

22 37. Defendants have engaged in business acts and practices that, as alleged above, constitute
23 unfair competition in violation of the UCL. Specifically, Defendants' acts alleged herein are fraudulent,
24 unfair, and likely to deceive the general public, and Defendants' acts alleged herein are unlawful in that
25 they violate the Song-Beverly Consumer Warranty Act (Cal. Civ. Code § 1793.2), the FAL, and
26 sections 1770(a)(5), (9), and (16) of the CLRA, as well as other federal and state statutes and
27 regulations.

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1 47. On April 3, 2022, pursuant to California Civil Code section 1782, Plaintiff notified
2 Defendants in writing that their business practices described herein violate the CLRA. Plaintiff
3 demanded that Defendants correct or otherwise rectify the unlawful business practices by no later than
4 May 8, 2022. Defendants did not agree to correct or otherwise rectify the violations within a reasonable
5 time.

6 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

7 **ON THE SECOND AND THIRD CAUSES OF ACTION**

- 8 1. For an order requiring Defendants to restore all monies that Defendants acquired
9 from Plaintiff and the Class as a result of their false advertising, and unfair,
10 unlawful, and fraudulent business acts and practices;
11 2. Interest on all such sums restored at the maximum legal rate;
12 3. For an award of attorney’s fees to Plaintiff’s counsel pursuant to Code of Civil
13 Procedure section 1021.5 and/or the catalyst theory;
14 4. For costs of suit incurred in this action; and
15 5. For such other and further relief as the court may deem just and proper.

16 **ON THE FIRST AND FOURTH CAUSE OF ACTION**

- 17 1. Actual damages to Plaintiff and the Class in amounts according to proof;
18 2. For an order requiring Defendants to restore all monies that Defendants acquired
19 from Plaintiff and the Class as a result of the unlawful business practices
20 described herein;
21 3. Interest on all such damages and sums restored at the maximum legal rate;
22 4. For an order requiring Defendants to disgorge all of their ill-gotten gains;
23 5. For an award of costs and attorney’s fees to Plaintiff’s counsel pursuant to
24 California Civil Code section 1780(d), California Code of Civil Procedure
25 section 1021.5, and the catalyst theory;
26 6. For punitive damages, pursuant to California Civil Code sections 1780(a)(4) and
27 3294, in an amount appropriate to punish Defendants and deter others from
28 engaging in similar misconduct; and

1 7. For such other and further relief as the court may deem just and proper.

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3 DATED: June 29, 2023

Law + Brandmeyer LLP

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6 By: 
7 KENT T. BRANDMEYER
8 Attorneys for Plaintiff William Turner

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Porsche Hit with Class Action Over Allegedly Dysfunctional Features in 2020 to 2021 Taycans](#)
