

CL-11529538-1000

June 5, 2023

Tesla Motors, Inc.
c/o Agent for Service
67 Burnside Avenue
East Hartford, CT 06108

Tesla Motors, Inc.
ATTN: Legal
1 Tesla Road
Austin, TX 78725

Re: Notice of Intent to Sue, Rescission of Contract
2022 Tesla Model Y 7SAYGDEF7NF [REDACTED]

VIA USPS CERTIFIED MAIL, RETURN RECEIPT REQUESTED

FOR SETTLEMENT AND NO OTHER PURPOSE

To Whom it May Concern,

Please regard this as my last and final attempt to resolve our disputes. I had previously directed Counsel to transmit a letter to you on January 6, 2023. That letter indicated my Revocation of Acceptance pursuant to the Uniform Commercial Code §2608 and notice of defect under the Lemon Law. You have neither responded or taken any action to investigate or make me whole, despite the vehicle having less than 3,000 miles on it, and thus being well within the scope of your warranty.

As you are aware, the vehicle you sold me contains material manufacturing design and marketing defects, which I summarize here and in the attached proposed complaint, as follows:

- **The Vehicle has been contaminated with dangerous VOCs.** Independent environmental testing has detected the presence of methyl ethyl ketone (72 ppbv), ethyl acetate (120 ppbv) and Methyl methacrylate (140 ppbv). This renders the vehicle unsafe to drive. These chemicals are industrial adhesives and solvents used in the manufacture of Tesla's products, and their use has been experimentally tested with fast charging lithium ion cells, specifically, the product I purchased.
- **The Vehicle does not meet purported manufacturer charging specifications as sold.** The vehicle I purchased takes 48 hours to charge – far longer than the normal time represented to me both in terms of materials you posted online in addition to your sales staff. Moreover, the driving range is far shorter than what you purported it to be when the vehicle is sold.
- **The Software is defective. It freezes.** It prevents me from actually shutting the car off.
- **The "Hands Free" feature is inherently dangerous.** This feature does not truly let you drive "hands free". The driver can't merely touch the wheel. One has to jerk the wheel with sudden motion, and if one doesn't the car repeatedly beeps – startling both passengers and other motorists in a manner that would tend to cause a traffic accident.

It is my obligation as a prospective Plaintiff to mitigate my damages. As such, I have not been driving the vehicle, but rather, **I wish to return it to you for a full refund of all money and interest paid, and a complete and total rescission of my purchase contract from day one.**

Absent your acceptance of this resolution, I will have to file some prospective version of the attached proposed complaint and pursue all remedy available to me under the law, within thirty (30) days of this letter.

Please advise as to whether you will be accepting a return of the vehicle and refunding all of my money, or whether I need to pursue a civil action returnable to New London Superior Court.

Yours,


Voluntown, CT


Encl : Proposed Complaint

cc:

National Highway Traffic Safety Administration
ATTN: Vehicle Defect Report
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RETURN DATE: AUGUST 29, 2023

SUPERIOR COURT

J.D. OF NEW LONDON

vs

AT NEW LONDON

TESLA MOTORS, INC.

JULY 6, 2023

PROPOSED COMPLAINT

The Plaintiff, [REDACTED], complains to the best of his knowledge and belief, as follows:

Count One, CGS §52-572m, Breach of Warranty

1. Plaintiff purchased a 2022 Tesla Model Y, VIN #7SAYGDEF7NF [REDACTED] on or about May 30, 2022. It has less than 3,000 miles on it and is well within the Defendant's warranties.
2. Defendant represented the vehicle was safe to drive such that it would not unreasonably expose the Plaintiff to hazardous road conditions or dangerous volatile organic compounds (VOC's). However, the Vehicle, upon and after delivery, emitted the following VOCs as verified by independent environmental testing companies: methyl ethyl ketone (72 parts per billion by volume, or "ppbv"), ethyl acetate (120 ppbv) and Methyl methacrylate (140 ppbv), (collectively, and separately "VOC"s.)
3. Upon information and belief, the VOCs ' emission was either caused by a design defect in the battery itself, adhesives used on the interior of the vehicle in manufacture, or both.
4. Defendant represented the vehicle's battery could be fully charged in less

than twelve hours. However, the Vehicle, upon and after delivery, requires upwards of forty-eight hours to fully charge.

5. Defendant represented that the software it provided to use the vehicle was free of defects. However, the software is subject to frequent freezes and glitches, preventing the car from shutting down, and otherwise draining the battery.
6. Defendant represented that the vehicle came with "Autopilot", "Enhanced Autopilot" and "Full Self-Driving Capability" features. This feature does not truly let you drive "hands free". The driver can't merely touch the wheel. One has to jerk the wheel with sudden motion, and if one doesn't the car repeatedly beeps – startling both passengers and other motorists in a manner that would tend to cause a traffic accident.
7. Defendant states in its website that, "Safety is the most important part of every Tesla. We design our vehicles to exceed safety standards.... Model Y achieved NHTSA 5-star safety ratings in every category and subcategory." This representation, based on the foregoing, is inaccurate, misleading or both.
8. The Plaintiff had previously directed Counsel to transmit a letter to the Defendant on January 6, 2023. That letter indicated Revocation of Acceptance pursuant to the Uniform Commercial Code §2608 and notice of defect under the Lemon Law. The Defendant neither responded or taken any action to investigate or make the Plaintiff whole.

9. The Plaintiff again transmitted a letter to the Defendant apprising the Defendant of the above enumerated defects. Again, the Defendant failed to take corrective action, refund the Plaintiff's interest and payments, or to make the Plaintiff whole.
10. At the time the Plaintiff purchased the Vehicle, the Defendant was in fact the manufacturer and seller of its make and model.
11. At the time the Plaintiff purchased the Vehicle, the defects caused the injuries complained of herein for which compensation was sought.
12. At the time the Plaintiff purchased the Vehicle, the defects existed, and those were in full existence at the time of the sale.
13. At the time the Plaintiff purchased the Vehicle, the defects existed, the Vehicle was expected to and did reach the consumer without substantial change in the condition such that it deviated from the Defendant's representations as complained of in paragraphs 2, 3, 4, 5 and 6.
14. The Defendant has materially refused to make the Plaintiff whole, honor the warranty or in any way refund the Plaintiff's payments. As a consequence, the Plaintiff was damaged, and now has a vehicle that is unreasonably unsafe to operate.

Count Two, CGS §52-572m, Negligent Misrepresentation

1. Plaintiff purchased a 2022 Tesla Model Y, VIN #7SAYGDEF7NF [REDACTED] on or about May 30, 2022. It has less than 3,000 miles on it and is well within the

Defendant's warranties.

2. Defendant represented the vehicle was safe to drive such that it would not unreasonably expose the Plaintiff to hazardous road conditions or dangerous volatile organic compounds (VOC's). However, the Vehicle, upon and after delivery, emitted the following VOCs as verified by independent environmental testing companies: methyl ethyl ketone (72 parts per billion by volume, or "ppbv"), ethyl acetate (120 ppbv) and Methyl methacrylate (140 ppbv), (collectively, and separately "VOC"s.)
3. Upon information and belief, the VOCs ' emission was either caused by a design defect in the battery itself, adhesives used on the interior of the vehicle in manufacture, or both.
4. Defendant represented the vehicle's battery could be fully charged in less than twelve hours. However, the Vehicle, upon and after delivery, requires upwards of forty-eight hours to fully charge.
5. Defendant represented that the software it provided to use the vehicle was free of defects. However, the software is subject to frequent freezing and glitches, preventing the car from shutting down, and otherwise draining the battery.
6. Defendant represented that the vehicle came with "Autopilot", "Enhanced Autopilot" and "Full Self-Driving Capability" features. This feature does not truly let you drive "hands free". The driver can't merely touch the wheel. One has to jerk the wheel with sudden motion, and if one doesn't the car

repeatedly beeps – startling both passengers and other motorists in a manner that would tend to cause a traffic accident.

7. Defendant states in its website that, "Safety is the most important part of every Tesla. We design our vehicles to exceed safety standards.... Model Y achieved NHTSA 5-star safety ratings in every category and subcategory." This representation, based on the foregoing, is inaccurate, misleading or both.
8. The Plaintiff had previously directed Counsel to transmit a letter to the Defendant on January 6, 2023. That letter indicated Revocation of Acceptance pursuant to the Uniform Commercial Code §2608 and notice of defect under the Lemon Law. The Defendant neither responded or taken any action to investigate or make the Plaintiff whole.
9. The Plaintiff again transmitted a letter to the Defendant apprising the Defendant of the above enumerated defects. Again, the Defendant failed to take corrective action, refund the Plaintiff's interest and payments, or to make the Plaintiff whole.
10. At the time the Plaintiff purchased the Vehicle, the Defendant was in fact the manufacturer and seller of its make and model.
11. At the time the Plaintiff purchased the Vehicle, the defects caused the injuries complained of herein for which compensation was sought.
12. At the time the Plaintiff purchased the Vehicle, the defects existed, and those were in full existence at the time of the sale.

13. At the time the Plaintiff purchased the Vehicle, the defects existed, the Vehicle was expected to and did reach the consumer without substantial change in the condition such that it deviated from the Defendant's representations as complained of in paragraphs 2, 3, 4, 5 and 6.
14. The Defendant, as complained of herein made the representations described in paragraphs 2, 3, 4, 5 and 6.
15. The representations in paragraphs 2, 3, 4, 5 and 6 were not true, and were known to be not true or should have reasonably been known by the Defendant to not be true at the time the Defendant made them.
16. The Plaintiff relied on the representations made by the Defendant as described in paragraphs 2, 3, 4, 5 and 6 to his detriment.
17. The Defendant has materially refused to make the Plaintiff whole, honor the warranty or in any way refund the Plaintiff's payments.

Count Three. Magnuson-Moss Warranty Act, 15 USC § 2310(d)

1. Plaintiff purchased a 2022 Tesla Model Y, VIN #7SAYGDEF7NF [REDACTED] on or about May 30, 2022. It has less than 3,000 miles on it and is well within the Defendant's warranties.
2. Defendant represented the vehicle was safe to drive such that it would not unreasonably expose the Plaintiff to hazardous road conditions or dangerous volatile organic compounds (VOC's). However, the Vehicle, upon and after delivery, emitted

the following VOCs as verified by independent environmental testing companies: methyl ethyl ketone (72 parts per billion by volume, or "ppbv"), ethyl acetate (120 ppbv) and Methyl methacrylate (140 ppbv), (collectively, and separately "VOC"s.)

3. Upon information and belief, the VOCs ' emission was either caused by a design defect in the battery itself, adhesives used on the interior of the vehicle in manufacture, or both.
4. Defendant represented the vehicle's battery could be fully charged in less than twelve hours. However, the Vehicle, upon and after delivery, requires upwards of forty-eight hours to fully charge.
5. Defendant represented that the software it provided to use the vehicle was free of defects. However, the software is subject to frequent freezed and glitches, preventing the car from shutting down, and otherwise draining the batter.
6. Defendant represented that the vehicle came with "Autopilot", "Enhanced Autopilot" and "Full Self-Driving Capability" features. This feature does not truly let you drive "hands free". The driver can't merely touch the wheel. One has to jerk the wheel with sudden motion, and if one doesn't the car repeatedly beeps – startling both passengers and other motorists in a manner that would tend to cause a traffic accident.
7. Defendant states in its website that, "Safety is the most important part of every Tesla. We design our vehicles to exceed safety standards.... Model Y achieved NHTSA 5-star safety ratings in every category and subcategory." This

representation, based on the foregoing, is inaccurate, misleading or both.

8. The Plaintiff had previously directed Counsel to transmit a letter to the Defendant on January 6, 2023. That letter indicated Revocation of Acceptance pursuant to the Uniform Commercial Code §2608 and notice of defect under the Lemon Law. The Defendant neither responded or taken any action to investigate or make the Plaintiff whole.
9. The Plaintiff again transmitted a letter to the Defendant apprising the Defendant of the above enumerated defects. Again, the Defendant failed to take corrective action, refund the Plaintiff's interest and payments, or to make the Plaintiff whole.
10. At the time the Plaintiff purchased the Vehicle, the Defendant was in fact the manufacturer and seller of its make and model.
11. At the time the Plaintiff purchased the Vehicle, the defects caused the injuries complained of herein for which compensation was sought.
12. At the time the Plaintiff purchased the Vehicle, the defects existed, and those were in full existence at the time of the sale.
13. At the time the Plaintiff purchased the Vehicle, the defects existed, the Vehicle was expected to and did reach the consumer without substantial change in the condition such that it deviated from the Defendant's representations as complained of in paragraphs 2, 3, 4, 5 and 6.
14. The Defendant has materially refused to make the Plaintiff whole, honor the warranty or in any way refund the Plaintiff's payments. As a consequence, the

Plaintiff was damaged, and now has a vehicle that is unreasonably unsafe to operate.

15. 15 USC §2304(a) provides for the minimum standards of warranties, of which the ?
Vehicle was subject to at the time of sale.
16. The Defendant did not "...remedy such consumer product within a reasonable time and without charge, in the case of a defect, malfunction, or failure to conform with such written warranty" as §2304(a)(1) requires.
17. By failing to remedy the defects complained of, the Defendant imposed "... limitation on the duration of any implied warranty on the product" as §2304(a)(2) forbids.
18. In violation of §2304(a)(3), the Defendant "...exclude[d] or limit[d] consequential damages for breach of any written or implied warranty..." by, among other things, failing to remedy the noxious emissions of VOCs that continued from the time of sale to the present date.
19. The Defendant also failed to avail the Plaintiff a refund in violation of §2304(a)(4), despite two written formal demands to do so, and said section states, "if the product (or a component part thereof) contains a defect or malfunction after a reasonable number of attempts by the warrantor to remedy defects or malfunctions in such product, such warrantor must permit the consumer to elect either a refund for, or replacement without charge of, such product or part (as the case may be).", and all reasonableness has been exhausted because the Defendant refuses to even attempt remedy.

20. 15 USC §2310(b) states, "It shall be a violation of section 45(a)(1) of this title for any person to fail to comply with any requirement imposed on such person by this chapter (or a rule thereunder) or to violate any prohibition contained in this chapter (or a rule thereunder)."

21. Accordingly, the Plaintiff has been damaged.

Count Four, Connecticut Unfair Trade Practices Act, CGS §42-110g

1. Plaintiff purchased a 2022 Tesla Model Y, VIN #7SAYGDEF7NF [REDACTED] on or about May 30, 2022. It has less than 3,000 miles on it and is well within the Defendant's warranties.
2. Defendant represented the vehicle was safe to drive such that it would not unreasonably expose the Plaintiff to hazardous road conditions or dangerous volatile organic compounds (VOC's). However, the Vehicle, upon and after delivery, emitted the following VOCs as verified by independent environmental testing companies: methyl ethyl ketone (72 parts per billion by volume, or "ppbv"), ethyl acetate (120 ppbv) and Methyl methacrylate (140 ppbv), (collectively, and separately "VOC"s.)
2. Upon information and belief, the VOCs ' emission was either caused by a design defect in the battery itself, adhesives used on the interior of the vehicle in manufacture, or both.
3. Defendant represented the vehicle's battery could be fully charged in less than twelve hours. However, the Vehicle, upon and after delivery, requires upwards of forty-eight hours to fully charge.

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5. Defendant represented that the vehicle came with "Autopilot", "Enhanced Autopilot" and "Full Self-Driving Capability" features. This feature does not truly let you drive "hands free". The driver can't merely touch the wheel. One has to jerk the wheel with sudden motion, and if one doesn't the car repeately beeps – startling both passengers and other motorists in a manner that would tend to cause a traffic accident.
6. Defendant states in its website that, "Safety is the most important part of every Tesla. We design our vehicles to exceed safety standards.... Model Y achieved NHTSA 5-star safety ratings in every category and subcategory." This representation, based on the foregoing, is inaccurate, misleading or both.
7. The Plaintiff had previously directed Counsel to transmit a letter to the Defendant on January 6, 2023. That letter indicated Revocation of Acceptance pursuant to the Uniform Commercial Code §2608 and notice of defect under the Lemon Law. The Defendant neither responded or taken any action to investigate or make the Plaintiff whole.
8. The Plaintiff again transmitted a letter to the Defendant apprising the Defendant of the above enumerated defects. Again, the Defendant failed to

take corrective action, refund the Plaintiff's interest and payments, or to make the Plaintiff whole.

9. At the time the Plaintiff purchased the Vehicle, the Defendant was in fact the manufacturer and seller of its make and model.
10. At the time the Plaintiff purchased the Vehicle, the defects caused the injuries complained of herein for which compensation was sought.
11. At the time the Plaintiff purchased the Vehicle, the defects existed, and those were in full existence at the time of the sale.
12. At the time the Plaintiff purchased the Vehicle, the defects existed, the Vehicle was expected to and did reach the consumer without substantial change in the condition such that it deviated from the Defendant's representations as complained of in paragraphs 2, 3, 4, 5 and 6.
13. The Defendant has materially refused to make the Plaintiff whole, honor the warranty or in any way refund the Plaintiff's payments. As a consequence, the Plaintiff was damaged, and now has a vehicle that is unreasonably unsafe to operate.
14. 15 USC §2304(a) provides for the minimum standards of warranties, of which the Vehicle was subject to at the time of sale.
15. The Defendant did not "...remedy such consumer product within a reasonable time and without charge, in the case of a defect, malfunction, or failure to conform with such written warranty" as §2304(a)(1) requires.

16. By failing to remedy the defects complained of, the Defendant imposed "... limitation on the duration of any implied warranty on the product" as §2304(a)(2) forbids.
17. In violation of §2304(a)(3), the Defendant "...exclude[d] or limit[d] consequential damages for breach of any written or implied warranty..." by, among other things, failing to remedy the noxious emissions of VOCs that continued from the time of sale to the present date.
18. The Defendant also failed to avail the Plaintiff a refund in violation of §2304(a)(4), despite two written formal demands to do so, and said section states, "if the product (or a component part thereof) contains a defect or malfunction after a reasonable number of attempts by the warrantor to remedy defects or malfunctions in such product, such warrantor must permit the consumer to elect either a refund for, or replacement without charge of, such product or part (as the case may be).", and all reasonableness has been exhausted because the Defendant refuses to even attempt remedy.
19. 15 USC §2310(b) states, "It shall be a violation of section 45(a)(1) of this title for any person to fail to comply with any requirement imposed on such person by this chapter (or a rule thereunder) or to violate any prohibition contained in this chapter (or a rule thereunder)."
20. The Defendant has wilfully acted to violate public policy, specifically, the Magnuson-Moss Warranty Act and 15 USC 45(a)(1) (Federal Unfair Trade Practices Act).

21. The Defendants acts were oppressive, immoral, recklessly negligent and committed in the conduct of trade, business and commerce.

22. As a consequence of the foregoing, the Plaintiff has suffered an ascertainable loss.

23. A copy of the foregoing will be transmitted to the Attorney General.

WHEREFORE, the Plaintiff claims:

- A. Costs
- B. Damages
- C. Punitive damages
- D. Declaratory judgment that the contract for sale of the Vehicle is void
- E. Other relief the Court deems appropriate

THE PLAINTIFF,

[REDACTED]
Voluntown, CT
[REDACTED]

[Redacted]

Voluntown, CT [Redacted]

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL

[Redacted]

Received By
NEF/Enforcement Mailroom
W48-129

JUN 14 2023

Department of Transportation

V48-226

g: DOT

p: 4 West

Rtg Symbol: NVS-200,210,300,010

External Carrier: PRIORITY

Sender:

DOT

6/14/2023 10:22:31 AM

National Highway Traffic Safety Administration
ATTN: Vehicle Detection
1200 New Jersey Avenue, N.E.
Washington, D.C.

[Redacted]

6/15
AM