

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

BURHAAN SALEH, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

VOLVO CAR USA, LLC; VOLVO CAR
CORPORATION

Defendants.

Case No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Burhaan Saleh, (“Plaintiff”), individually and on behalf of all others similarly situated, respectfully submits the following for his Complaint against Defendants Volvo Car USA, LLC and Volvo Car Corporation. Plaintiff makes the following allegations, except as to allegations specifically pertaining to Plaintiff, upon information and belief based on, among other things, the investigation of counsel, and review of public documents.

PRELIMINARY STATEMENT

1. Vehicle manufacturers have certain basic rules and procedures that must be followed. When a vehicle manufacturer sells a vehicle, it has a duty to ensure that the vehicle functions properly and safely for its advertised use and is free from defects. When a vehicle manufacturer discovers a defect, it must explicitly disclose the defect and make it right or cease selling the vehicle. When a vehicle manufacturer provides a warranty, it must stand by that warranty. This case arises from Defendant’s breach of these listed duties and rules.

2. Plaintiff brings this action on behalf of himself, and all similarly situated persons who purchased or leased certain Volvo plug-in hybrid models that were recalled and

manufactured from the years 2020 through 2022 (“Class Vehicles”). The recall applies to the following Volvo Plug- in hybrid models¹:

MAKE	MODEL	YEARS
Volvo	S90	2020-2021
Volvo	S60	2020-2022
Volvo	V60	2020-2022
Volvo	XC60	2020-2022
Volvo	XC90	2020-2022
Volvo	V90	2022

3. This action is brought to remedy various violations of law in connection with Defendant’s manufacture, marketing, advertising, selling, warranting, and servicing of the Class Vehicles.

4. Specifically, these Class Vehicles have malfunctions regarding the possibility of the high-voltage battery experiencing a short circuit within the battery module when the battery is fully charged, and the vehicle is parked.² (the “Defect”).

5. On March 20, 2025, Volvo recalled nearly 73,000 plug-in hybrids worldwide, including 7,483 in the United States of the above referenced Class Vehicles (“Recall”).³

6. The allegations herein are based on personal knowledge as to Plaintiff’s own experience and are made as to other matters based on an investigation by counsel, including

¹ <https://www.fox6now.com/news/volvo-recall-plug-in-hybrid-vehicles-fire-risk-stop-charging> (Last accessed on July 14, 2025).

² *Id.*

³ <https://electriccarsreport.com/2025/03/volvo-recalls-nearly-73000-plug-in-hybrids-due-to-fire-risk/#:~:text=What%20is%20this?,that%20concluded%20with%20this%20recall>. (Last accessed on July 14, 2025).

analysis of publicly available information.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act, the relevant portion of which is codified at 28 U.S.C. §1332(d). The aggregated claims of the individual Class members exceed the sum or value of \$5,000,000, exclusive of interests and costs, and this is a class action in which more than two-thirds of the proposed plaintiff class, on the one hand, and Defendants, on the other, are citizens of different states.

8. The United States District Court for the District of New Jersey has jurisdiction over Defendants because they reside and transact business in New Jersey, have purposely availed themselves of the laws of New Jersey, and because many of the specific events giving rise to this action occurred in New Jersey.

9. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Defendants have marketed, advertised, and sold the Vehicles, and otherwise conducted extensive business, within this District. In addition, Defendant Volvo Car USA, LLC maintains its principal place of business in Mahwah, New Jersey.

PARTIES

10. Burhaan Saleh is a citizen of the State of California and resides in Upland, California.

11. Plaintiff purchased and currently owns a 2020 Volvo XC60 T8 Polestar Engineered Sport Utility 4D (VIN YV4BK0DPXL1526805).

12. Defendant Volvo Car USA, LLC is a Delaware Limited Liability Company,

with its principal place of business located at 1800 Volvo Pl, Mahwah, NJ 07430.

13. Defendant Volvo Car Corporation is a Swedish corporation with a place of business at VAK Building, Assar Gabrielssons vag, Goteborg, SE-405 31, Sweden. On information and belief, Volvo Car Corporation is the wholly owned subsidiary of Zhejiang Geely Holding Group Co., Ltd.

14. Defendants design, manufacture, market, distribute, service, repair, sell, and lease vehicles, including the Class Vehicles, nationwide and in the state of California and New Jersey. Defendants are the warrantor and distributors of the Class Vehicles in the United States.

15. Defendants, through various entities, market, distribute, warrant, and sell Volvo automobiles and parts for those automobiles, including the Class Vehicles, in multiple locations across the United States, including the states of California and New Jersey.

FACTUAL ALLEGATIONS

16. As discussed earlier and in more detail below, the Class Vehicles contain a design defect that causes a serious safety concern. The design defect with the Class Vehicles is contained in the high-voltage battery.

17. In more detail, the Class Vehicle's problem stems from a potential short circuit on the high-voltage battery since in the SPA platform, batteries are not installed under the boot floor but in the center of the vehicle, the transmission tunnel. Under certain conditions, these battery cells may experience an internal short circuit, potentially leading to "thermal runaway," better known as a fire risk.⁴

⁴ <https://electriccarsreport.com/2025/03/volvo-recalls-nearly-73000-plug-in-hybrids-due-to-fire-risk/#:~:text=What%20is%20this?,that%20concluded%20with%20this%20recall>. (Last accessed on July 14, 2025).

18. As demonstrated by the facts above, there is no foreseeable reason for any of the individual parts to fail. Rather, the failure is caused by Defendant's improper engineering, design, or manufacturing.

19. Over 7,000 of the Class Vehicles with a defective battery module have been sold in United States.

20. The result of Defendants' Recall, which includes a thorough inspection to identify any cell deviations within the battery module, a software update to enhance battery module monitoring and, in case that issues are found, a replacement of the module, will cost Plaintiff hours of his time.

21. In June of 2022 Plaintiff leased his 2020 Volvo XC60 from Volvo Cars Palm Springs in Cathedral City, California.

22. In July of 2024 he bought out that same vehicle from Volvo Cars Palm Springs.

23. Based on Volvo's active and persistent promotions touting the quality of its vehicles and his admiration of Volvo vehicles, Plaintiff considered Volvo a quality company with a strong reputation for producing reliable and safe vehicles.

24. In addition to Volvo's reputation through its marketing and promotion, Plaintiff decided on the XC60 because he believed it was a high-quality vehicle after a salesman convinced him that the vehicle was safe, highly reliable and came with great technological features.

25. Plaintiff has never been told of any recalls or defects related to the battery. Plaintiff was never informed that the high – voltage battery may experience a short circuit within the battery module when the battery is fully charged, and the vehicle is parked.

26. The National Highway Traffic Safety Administration advised vehicle owners to stop charging their vehicles until a remedy was available. Since Defendants' Recall, Plaintiff no longer uses his vehicles' charging capability and operates it by gas only.

27. Plaintiff attempted to have his recalled Battery repaired but was told there was not a fix at that time.

28. In effect, Plaintiff has lost the benefit of the bargain for a hybrid vehicle. This caused him to spend more money in fuel costs as he no longer felt safe because of the battery defect and no longer took advantage of its electric charging features.

29. Even if one was to presume that the Recall was effective and offered a true fix, which is by no means a fair presumption, Plaintiff is still burdened with a vehicle that has been devalued by Defendants' actions because the value of a car with a known history of a defective battery and a potential fire hazard is worth much less than a car with properly working battery module, or at least not having a history of defects with risks of the car catching on fire.

30. Plaintiff is further damaged in that his vehicle, along with those owned by members of the Class, have suffered a marked and demonstrable increase in value depreciation as a result of the Recall.

31. According to Kelley Blue Book, "new cars depreciate about 30% over the first 2 years, and continue to depreciate 8-12% each year after that."⁵

32. According to Kelly Blue Book, Plaintiff's vehicle has depreciated at an astounding rate of 25% from its 2024 valuation to the present date (July 2025).

33. This supports a strong inference that Plaintiff's vehicle and those owned by

⁵ <https://www.kbb.com/car-depreciation/> (Last accessed on July 14, 2025.)

the Class have depreciated at an exaggerated rate as a result of the Recall. This can be further demonstrated at trial through the use of expert testimony.

34. In addition to the sheer amount of time spent in repair, Plaintiff and Class Members must spend time and money to transport themselves and their defective Class Vehicles to a Volvo certified mechanic.

35. In all, Defendants' Recall amounts to tens of thousands of hours and dollars needlessly taken from Plaintiff and other Class Vehicle owners.

APPLICABLE WARRANTIES

36. Volvo sold the Class Vehicles with written express warranties.

37. Volvo provides these warranties to buyers after the purchase of the Class Vehicles is completed; buyers have no pre-sale knowledge or ability to bargain as to the terms of the warranties.

FRAUDULENT OMISSION/CONCEALMENT ALLEGATIONS

38. According to the Part 573 Safety Recall Report (25V-179), Volvo first became aware of the issue which prompted the Recall in February 6, 2024 based on customer reports. This caused Volvo to escalate the issue to its Critical Concern Action Process (CCAP).

39. Accordingly, Volvo was aware of the dangerous battery defect underpinning its Recall more than a year before announcing the Recall and five months before the time Plaintiff purchased his vehicle.

40. Rather than raising this issue in a prompt and responsible fashion, Volvo knowingly concealed the dangerous battery defect until the time it issued its Recall.

41. Absent discovery, Plaintiff is unaware of, and unable through reasonable

investigation to obtain, the true names and identities of those individuals at Volvo responsible for making false and misleading statements regarding the Class Vehicles. Volvo is in possession of all of this information. Plaintiff's claims arise out of Defendant's fraudulent omission/concealment of the Defect, despite their representations about the quality, safety, and comfort of the Class Vehicles.

42. Plaintiff alleges that at all relevant times, including specifically at the time he and Class members purchased their Class Vehicle, Defendant knew, or was reckless in not knowing of the Defect; Defendant had a duty to disclose the Defect based upon their exclusive knowledge; and Defendant never disclosed the Defect to Plaintiff or the public at any time or place in any manner other than a halfhearted, inadequate recall.

43. Plaintiff makes the following specific concealment/omission-based allegations with as much specificity as possible absent access to the information necessarily available only to Defendant:

a. **Who:** Defendant actively concealed and omitted the Defect from Plaintiff and Class members while simultaneously touting the safety and dependability of the Class Vehicles, as alleged herein. Plaintiff is unaware of, and therefore unable to identify, the true names and identities of those specific individuals as Defendant is responsible for such decisions.

b. **What:** Defendant knew, or was reckless or negligent in not knowing, that the Class Vehicles contain the Defect, as alleged herein. Defendant concealed and omitted the Defect while making representations about the safety, dependability, and other attributes of the Class Vehicles, as alleged herein.

c. **When:** Defendant concealed and omitted material information regarding the Defect

at all times while making representations about the safety and dependability of the Class Vehicles on an ongoing basis, and continuing to this day, as alleged herein. Defendant still has not disclosed the truth about the full scope of the Defect in the Class Vehicles to anyone outside of their respective entities. Defendant has never taken any action to inform consumers about the true nature of the Defect in Class Vehicles.

d. **Where:** Defendant concealed and omitted material information regarding the true nature of the Defect in every communication they had with Plaintiff and Class members and made representations about the quality, safety, and comfort of the Class Vehicles. Plaintiff is aware of no document, communication, or other place or thing, in which Defendant disclosed the truth about the full scope of the Defect in the Class Vehicles to anyone outside of their respective entities. Such information is not adequately disclosed in any sales documents, displays, advertisements, warranties, owner's manuals, or on Defendant's websites. There are channels through which Defendants could have disclosed the Defect, including but not limited to, (1) point of sale communications; (2) the owner's manual; and/or (3) direct communication to Class members through means such as state vehicle registry lists.

e. **How:** Defendant concealed and omitted the Defect from Plaintiff and Class members and made representations about the quality, safety, dependability, and comfort of the Class Vehicles. Defendant actively concealed and omitted the truth about the existence, scope, and nature of the Defect from Plaintiff and Class members at all times, even though they knew about the Defect and knew that information about the Defect would be important to a reasonable consumer, and Volvo promised in its

marketing materials that Class Vehicles have qualities that they do not have.

f. **Why:** Volvo actively concealed and omitted material information about the Defect in the Class Vehicles for the purpose of inducing Plaintiff and Class members to purchase Class Vehicles and made representations about the quality, safety, durability, and comfort of the Class Vehicles. Had Defendant disclosed the truth about its defective batteries, Plaintiff and Class members (all reasonable consumers) would have been aware of it and would not have bought or leased the Class Vehicles or would not have paid as much for them.

CLASS ACTION ALLEGATIONS

44. Plaintiff brings this action on behalf of himself and as a class action, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the class and subclass are defined as follows:

Nationwide Class: All persons in the United States who purchased or leased certain recalled Volvo Models: 2020-2021 S90, 2020-2022 S60, V60, XC60, XC90, and 2022 V90 plug-in hybrid vehicles.

California Subclass: All persons in California who purchased or leased certain recalled Volvo Models: 2020-2021 S90, 2020-2022 S60, V60, XC60, XC90, and 2022 V90 plug-in hybrid vehicles.

45. Together, the Nationwide Class and California Subclass will be collectively referred to as the "Class" or "Classes". Members of these Classes will be referred to as "Class Members".

46. Excluded from each of the putative classes are any person who falls within the definitions if the person is: (i) an employee or independent contractor of Defendant; (ii) a relative of an employee or independent contractor of Defendant; (iii) an employee of the

Court where this action is pending

47. Plaintiff reserves the right to amend the Class definitions if further investigation and discovery indicate that the Class definitions should be narrowed, expanded, or otherwise modified.

48. The particular members of the (i) Nationwide Class and (ii) California Subclass are capable of being described without difficult managerial or administrative problems. The members of the putative classes are also readily identifiable from the information and records in the possession or control of Defendant or its affiliates and agents and from public records.

49. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

50. The Proposed Classes are so numerous that the joinder of all members is impracticable.

51. This action has been brought and may be properly maintained on behalf of the classes proposed herein under Federal Rule of Civil Procedure 23.

Numerosity: Fed. R. Civ. P. 23(a)(1)

52. Upon information and belief, the Class is so numerous that the joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information is in the sole possession of Defendant and obtainable by Plaintiff only through the discovery process. Members of the Class may be notified of the pendency of this action by recognized, Court-approved notice dissemination

methods, which may include U.S. Mail, Electronic Mail, internet postings, social media, and/or published notice.

Typicality: Fed R. Civ. P. 23(a)(3)

53. Plaintiff's claims are typical of the claims of the Class because Plaintiff purchased a Class Vehicle that contained the defective battery module found in all other Class Vehicles.

Adequacy: Fed. R. Civ. P. 23(a)(4)

54. Plaintiff is an adequate class representative because his interests do not conflict with the interests of the Class he seeks to represent. Plaintiff has retained counsel competent and highly experienced in complex and class action litigation, and he intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and his counsel.

Predominance and Superiority: Fed. R. Civ. P. 23(b)(3)

55. A class action is superior to all other available means for the fair and efficient adjudication of the claims of Plaintiff and Class Members and questions of law and fact common to all Class Members predominate over questions affecting only individual class members. Class Members can be readily identified and notified based on, inter alia, Defendants' business records or other sources including those from the state of California and New Jersey.

Common Questions of Fact and Law: Fed. R. Civ. P. 23(b)(4)

56. Common Questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a. Whether Class Vehicles contain the alleged defective battery module;
- b. Whether the defective battery module would be considered material by a reasonable consumer;
- c. Whether the defective battery module would constitute an unreasonable safety risk;
- d. Whether Defendants had a duty to disclose the defect contained in the battery module to Plaintiff and other Class Members;
- e. Whether Defendants knew or reasonably should have known of the defective battery module before it sold and leased Class Vehicles to Plaintiff and Class Members;
- f. Whether defective battery module has diminished the value of the Class Vehicles;
- g. Whether the defective battery module is capable of being repaired;
- h. Whether Defendants should be declared financially responsible for notifying all Class Members of the problems with the Class Vehicles and for the costs and expenses of repairing, replacing, or otherwise remedying the defective battery module;
- i. Whether Defendants are obligated to inform Class Members of their right to seek reimbursement for having paid to diagnose, repair, or replace their defective battery module;
- j. Whether Defendants breached the implied warranty of merchantability pursuant to state law and/or the UCC;
- k. Whether Defendants are liable for fraudulent omission;
- l. Whether Defendants were unjustly enriched;
- m. Whether Plaintiff and the other Class members are entitled to damages and other monetary relief.

CAUSES OF ACTION

COUNT I

BREACH OF EXPRESS WARRANTY

57. Plaintiff incorporates by reference all the allegations contained in the foregoing paragraphs as if fully set forth herein.

58. Plaintiff brings this count on behalf of himself and the Classes.

59. Defendant is a merchant with respect to the Class Vehicles.

60. In its written express warranties, Volvo expressly warranted that it would repair or replace defective parts free of charge if the defects became apparent during the warranty period.

61. Volvo's express written warranty formed the basis of the bargain that was breached when Plaintiff and the other Class members purchased their Class Vehicles equipped with the defective batteries.

62. Volvo breached the express warranty to repair defects in materials and workmanship within the Class Vehicles.

63. Plaintiff believes that Volvo was provided notice of the Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

64. Furthermore, the express written warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because Volvo has failed to adequately provide the promised remedies within a reasonable time.

65. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies allowable

by law.

66. Also, and as alleged in more detail herein, at the time that Volvo warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Volvo improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

67. The defective design of the batteries rendered them useless when utilized as intended and contrary to their expressed warranties.

68. As a direct and proximate result of the Defendants' breach of their express warranties Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

69. Plaintiff incorporates by reference all the allegations contained in the foregoing paragraphs as if fully set forth herein.

70. Plaintiff brings this count on behalf of himself and the Classes.

71. Defendant is a merchant and was at all relevant times involved in the distributing, warranting, and/or selling of the Class Vehicles.

72. The Class Vehicles are "goods" under the relevant laws, and Defendant knew or had reason to know of the specific use for which the Class Vehicles, as goods, were purchased.

73. Volvo entered into agreements with consumers to sell the Class Vehicles to be used by Plaintiff and Class Members for personal use.

74. The implied warranty of merchantability included with the sale of each Class

Vehicle means that Volvo guaranteed that the Class Vehicles would be fit for the ordinary purposes for which cars are used and sold and were not otherwise injurious to consumers. The implied warranty of merchantability is a critical part of the basis for the benefit of the bargain between Defendant, Plaintiff, and the Class Members.

75. Defendant breached the implied warranty of merchantability because the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation. After all, Defendant did not indicate that the Class Vehicles would contain the battery Defect.

76. Given that Plaintiff and Class Members are unable to safely charge the Class Vehicles without risk of their vehicle catching on fire, the Class Vehicles are unfit for their particular purpose of legal and safe transportation and usage.

77. Defendant's warranties expressly apply to the purchaser of the Class Vehicles creating privity between Defendant and Plaintiff and Class Members.

78. Privity is not required because Plaintiff and Class Members are the intended beneficiaries of Defendant's warranties. Defendant's warranties were designed for and intended to benefit the consumer only, including Plaintiff and Class Members.

79. Defendant has been provided sufficient notice of its breaches of implied warranties associated with the Class Vehicles. Defendant was put on actual notice of its breach through their review of consumer complaints as well as Volvo's own recall.

80. Had Plaintiff, Class Members, and the consuming public known that the Class Vehicles would not be provided with properly functioning batteries they would not have purchased the Class Vehicles or would have paid less for them.

81. As a direct and proximate result of the foregoing, Plaintiff and the Class

suffered and continue to suffer financial damage and injury, and are entitled to all damages, in addition to costs, interest, and fees, including attorneys' fees, as allowed by law.

82. Plaintiff suffered injury in that he purchased a Vehicle that is worthless. For all intents and purposes, Plaintiff's vehicle is now an unsafe vehicle with a notoriously defective battery.

83. Plaintiff also suffered economic loss in reference to the value of his vehicle. As a result of Volvo 's Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff intends to sell his Vehicle, the reputation of being a faulty vehicle will harm the resale value and place Plaintiff in a much worse bargaining position compared to if Defendant had properly manufactured, designed, produced, distributed, and advertised Class Vehicles with safe functioning batteries.

84. Plaintiff has suffered damages in that Plaintiff has been inconvenienced by Volvo 's Recall and accompanying required repairs. As discussed above, Plaintiff will spend hours upon hours tending to Volvo's recall. The Defect prevented the Class Vehicles from being roadworthy and reliable. But for this defect, Plaintiff would not have had to spend hours upon hours of his life tending to this Recall.

COUNT III
FRAUD BY OMISSION/CONCEALMENT

85. Plaintiff incorporates by reference all the allegations contained in the foregoing paragraphs as if fully set forth herein.

86. Plaintiff brings this count on behalf of himself and the Classes.

87. Defendant was aware of the Defect within the Class Vehicles when the Class Vehicles were marketed and sold to Plaintiff and the other members of the Class.

88. Having been aware of the Defect within the Class Vehicles and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Defect, Defendant had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

89. Defendants did not disclose the Defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

90. For the reasons set forth above, the Defect within the Class Vehicles comprises material information with respect to the sale of the Class Vehicles.

91. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on Defendant to disclose known material defects with respect to the Class Vehicles.

92. Had Plaintiff and the other members of the Class known of the Defect within the Class Vehicles, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

93. Through their omissions regarding the Defect within the Class Vehicles, Defendant intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased or pay more for a Class Vehicle than they otherwise would have paid.

94. As a direct and proximate result of Defendant's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT IV
(Violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.)
(On Behalf of the California Subclass)

95. Plaintiff incorporates by reference all the allegations contained in the foregoing paragraphs as if fully set forth herein.

96. Plaintiff brings this claim on behalf of himself and the California Subclass.

97. Defendants' conduct, as alleged herein, constitutes unfair, unlawful, and fraudulent business acts and practices under Cal. Bus. & Prof. Code § 17200.

98. Unlawful Prong: Defendants' conduct was "unlawful" because it violated, inter alia, the above alleged causes of action and constituted common law fraudulent concealment.

99. Unfair Prong: Defendants' conduct was "unfair" because its practice of concealing the known battery Defect offends established public policy promoting vehicle safety and consumer protection. The harm to consumers from this safety defect and the economic losses significantly outweighs any purported utility of Defendants' conduct. The conduct is immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

100. Defendants' conduct was "fraudulent" because it was likely to deceive, and did deceive, reasonable consumers, including Plaintiff and proposed Class Members. Defendants' concealment of the Defect, while continuing to market the Class Vehicles as safe and reliable, would likely mislead a reasonable consumer.

101. As a direct and proximate result of Defendants' violations of the UCL, Plaintiff and proposed Class Members have suffered injury in fact and lost money or property, including the purchase or lease price paid for defective vehicles or the overpayment

for such vehicles due to the undisclosed Defect.

102. Plaintiff, on behalf of himself and proposed Class Members, seeks restitution of all money or property wrongfully obtained by Defendants through such unfair competition and an injunction prohibiting Defendants' from continuing these unlawful, unfair, and fraudulent practices.

COUNT V
(Violation of the False Advertising Law (FAL), Cal. Bus. & Prof. Code § 17500, et seq.)
(On Behalf of the California Subclass)

103. Plaintiff incorporates by reference all the allegations contained in the foregoing paragraphs as if fully set forth herein.

104. Plaintiff brings this claim on behalf of himself and the California Subclass.

105. Defendants, in connection with the sale and lease of Class Vehicles, disseminated untrue and misleading statements to Plaintiff and proposed Class Members.

106. Specifically, Defendants advertised, represented, and marketed the Class Vehicles as safe, reliable, of high quality, and possessing certain performance characteristics, through various channels including national advertising campaigns, owner's manuals, website content, and dealership materials. These representations were false and misleading because Volvo failed to disclose, and actively concealed, the existence of the battery Defect which renders the vehicles unsafe, unreliable, and not of the quality represented.

107. Defendants knew, or in the exercise of reasonable care should have known, that its representations were untrue or misleading at the time they were made, given its internal knowledge of the Defect.

108. As a direct and proximate result of Defendants' false advertising, Plaintiff and proposed Class Members have suffered injury in fact and lost money or property, including

the purchase or lease price paid or the overpayment for vehicles that did not conform to the advertised representations.

109. Plaintiff, on behalf of himself and proposed Class Members, seeks restitution of all money or property obtained by Defendants through such false advertising and an injunction prohibiting Defendants from continuing these unlawful practices.

COUNT VI
UNJUST ENRICHMENT

110. Plaintiff incorporates by reference all the allegations contained in the foregoing paragraphs as if fully set forth herein.

111. Plaintiff brings this count on behalf of himself and the Classes.

112. Plaintiff, and the other members of the Classes, conferred benefits on Defendants in the form of monies paid to purchase Defendants' worthless Class Vehicles.

113. Defendants voluntarily accepted and retained this benefit. Defendants have knowledge and appreciation of this benefit, which was conferred upon it by and at the expense of Plaintiff and the Class members.

114. Because this benefit was obtained unlawfully, namely by selling and accepting compensation for the Class Vehicles without providing a working battery module in the Class Vehicles, it would be unjust and inequitable for Defendants to retain the benefit without paying the value thereof.

115. The circumstances, as described herein, are such that it would be inequitable for Defendants to retain the ill-gotten benefit without paying the value thereof to Plaintiff and the Class Members.

116. Defendants manufactured, marketed, and sold the Class Vehicles under the guise of these Vehicles being safe, operable, and not subject to catching fire at any moment.

Instead, Defendants sold vehicles with an inherent fire hazard that could engulf the car in flames at any moment. Rather than refunding or reimbursing Plaintiff and Class members the difference in value related to the diminished resale value, Defendants have offered to simply fix the Class Vehicles with a fix that appears to do no more than replace the defective systems with no guarantee that the root cause of the problem is solved.

117. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiff and members of the Classes is unjust and inequitable, Defendants must pay restitution to Plaintiff and members of the Classes for its unjust enrichment, as ordered by the Court.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, on behalf of himself and members of the Classes, requests that the Court enter judgment in their favor and against Defendants, awarding as follows:

- A. Certifying the Classes as proposed herein, designating Plaintiff as Class representative, and appointing undersigned counsel as Class Counsel;
- B. Declaring that Defendants are financially responsible for notifying the Proposed Class Members of the pendency of this action;
- C. Award all actual, general, special, incidental, statutory, and consequential damages to which Plaintiff and Class Members are entitled;
- D. Scheduling a trial by jury in this action;
- E. Awarding pre- and post-judgment interest on any amounts awarded, as permitted by law;
- F. Costs including reasonable attorneys' fees, court costs, and other litigation

expenses; and,

G. Any other relief the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of all those similarly situated, hereby requests a jury trial, pursuant to Federal Rule of Civil Procedure 38, on any and all claims so triable.

Dated: July 14, 2025