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Attorneys for Plaintiff and the Proposed Class

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

CARLOS MAGANA, individually and on behalf)
of all others similarly situated,)

Plaintiff,)

v.)

TESLA INSURANCE COMPANY, a California)
corporation; TESLA INSURANCE SERVICES,)
INC., a California corporation; TESLA)
PROPERTY & CASUALTY, INC., a California)
corporation; TESLA GENERAL INSURANCE,)
INC., an Arizona corporation; STATE)
NATIONAL INSURANCE COMPANY, INC., a)
Texas corporation and DOES 1-50, inclusive,)

Defendants.)

Case No: **25STCV20622**

CLASS ACTION COMPLAINT FOR:

1. Breach of Contract
2. Breach of the Covenant of Good Faith and Fair Dealing
3. Violations of the Unfair Business Practices Act (Bus. & Prof. Code 17200)

DEMAND FOR JURY TRIAL

1 Plaintiff CARLOS MAGANA ("Plaintiff"), as an individual on his own behalf and on behalf of
2 the class of persons defined below, hereby alleges against Defendants TESLA INSURANCE
3 COMPANY, a California corporation; TESLA INSURANCE SERVICES, INC., a California
4 corporation; TESLA PROPERTY & CASUALTY, INC., a California corporation; TESLA
5 GENERAL INSURANCE, INC., an Arizona corporation, and STATE NATIONAL INSURANCE
6 COMPANY, INC., a Texas corporation, and DOES 1-50 (collectively, the "Tesla Defendants" unless
7 otherwise specified) as follows:

8 NATURE OF CASE

9 1. The Tesla Defendants are now and have been, at all relevant times, engaged in the
10 business of marketing, selling, issuing and administering automobile insurance policies with
11 comprehensive and collision coverages in California, including to Plaintiff, and have collected
12 premiums from thousands of California policyholders annually, including from Plaintiff and the
13 putative class members.

14 2. California's Fair Claims Settlement Practices Regulations [codified at Cal. *Code of*
15 *Regs.* ("CCR"), Tit. 10, §2695.1 *et seq.*], which establish the standards for the timely handling of
16 insurance claims, require that insurers like the Tesla Defendants: (a) acknowledge and begin
17 investigating a claim within fifteen (15) calendar days of receiving notice of the claim; (b) accept or
18 deny the claim in writing within forty (40) calendar days after receiving proof of the claim; and (c)
19 tender payment of the accepted portion of the claim within thirty (30) calendar days of acceptance, or
20 upon receipt of a properly executed release, if coverage mandates. The purpose of these timing rules is
21 to "promote the prompt, efficient and equitable settlement of claims" in good faith. Unreasonable and
22 unjustifiable failure to meet these temporal standards evidences bad faith and constitutes unfair
23 competition under California *Insurance Code* 790.03.

24 3. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
25 the Tesla Defendants have breached their statutory and contractual obligations under the California's
26 Fair Claims Settlement Practices Regulations and California *Insurance Code* 790.03 and their duty of
27 good faith and fair dealing and instead engaged in a prevalent pattern and practice of not only
28 unjustifiably delaying, but oftentimes downright failing to investigate, process and/or settle their

1 insureds' claims for vehicle damage and/or total loss despite clear comprehensive or collision
2 coverages.

3 4. Plaintiff represents a class of policy holders who have been victimized and sustained
4 damages as a result of the Tesla Defendants' misconduct. The Tesla Defendants' wrongful acts toward
5 Plaintiff and the putative insured class run the gamut from significant delays in responding to
6 communications about their claims and claim status, requesting duplicative or unnecessary
7 documentation, dragging their feet in undertaking a meaningful investigation into the claims, dilatorily
8 transferring claims between multiple adjusters, allowing without any justification multiple weeks and
9 even months to pass without reaching a coverage determination, and delaying the issuance of
10 settlement payments to their insureds even after they have received all the required documentation and
11 the insureds' full cooperation in violation of California's Fair Claims Settlement Practices Regulations
12 and California *Insurance Code* 790.03.

13 5. The Tesla Defendants' wrongful and unreasonable delays and refusals to act have
14 forced Plaintiff and the putative class members to wait months, or even years, without reliable
15 transportation or the funds needed to obtain a replacement vehicle or to pay for necessary repairs. In
16 many cases, the Tesla Defendants' protracted delays and chronic non-responsiveness have pressured
17 insureds to either settle claims for less than fair value or to abandon their claims entirely, leaving them
18 to cover the cost of repairs or replacement themselves. While in this state of limbo, Plaintiff and the
19 putative class members have incurred substantial rental car expenses, continued loan interest on
20 unrecovered vehicles, depreciation losses, and insurance premiums on both the unrepaired or stolen
21 vehicle and any replacement vehicle they were forced to acquire. These delays have also caused
22 cascading financial consequences, including damage to credit scores due to unpaid auto loans, denial
23 or delay of new vehicle financing, and general overextension of credit limits that prevent the purchase
24 of other essential goods or services. On top of these financial harms, many insureds have experienced
25 significant mental and emotional distress caused by the prolonged uncertainty, financial instability, and
26 disruption to their daily lives. These outcomes undermine the very protections that comprehensive and
27 collision insurance are intended to provide. By failing to adhere to the timelines and standards
28 mandated by California law, the Tesla Defendants have deprived their insureds of the benefits of

1 coverage at the time they need it most, constituting a bad faith breach of the Tesla Defendants'
2 obligations.


3 6. The Tesla Defendants' conduct and omissions do not merely result in temporary
4 inconvenience; rather, they generate long-lasting and compounding financial harm. Policyholders are
5 often required to continue making monthly finance and insurance payments on stolen or unrepaired
6 vehicles for months on end caused by Tesla Defendants breach of their statutory and contractual
7 obligations under the California's Fair Claims Settlement Practices Regulations and California
8 *Insurance Code 790.03* and their duty of good faith and fair dealing. The bad faith delays extend well
9 past the initial date of loss and frequently result in damaged credit, missed work, late fees, and the
10 inability to qualify for new vehicle financing. The Tesla Defendants' pattern of unresponsiveness
11 effectively weaponizes delay as a tool to induce settlement under duress or outright abandonment of
12 valid claims. These harms persist well beyond the standard coverage period.

13 7. Plaintiff is informed and believes, and based thereon alleges, that the Tesla Defendants'
14 systemic delays constitute a deliberate strategy to minimize claim payouts or, at a minimum, a failure
15 to implement and maintain adequate claims-handling procedures. Which causes prolonged delays that
16 deprive insureds of timely compensation. In this class action, Plaintiff, for himself and for all other
17 class members similarly situated, seek damages from the Tesla Defendants for their breaches of
18 contract and bad faith conduct and to enjoin any further similar wrongful acts by the Tesla Defendants.

19 8. Publicly available consumer complaint data demonstrate that the Tesla Defendants'
20 systematic delay, non-responsiveness, and underpayment in handling insurance claims are not isolated
21 occurrences, but part of a widespread, ongoing pattern. Tesla Insurance consistently receives one-star
22 ratings or an "F" grade across major consumer review platforms, reflecting pervasive dissatisfaction
23 with its claims practices. On WalletHub, Tesla Insurance is rated near the bottom of the industry, with
24 consumers calling it "the worst insurance that has ever existed," citing months-long delays, lack of
25 communication, surprise storage fees, and unilateral transfers of vehicles to Copart Title Express, a
26 third-party company contracted by Tesla Defendants to assist with the total loss process of their
27 insured's claims, without notice. On Clearsurance, reviewers report a litany of similar issues: failure to
28 return calls or emails, undervaluing vehicles, mishandling total loss claims, and leaving policyholders


without transportation for extended periods. The Better Business Bureau (BBB) has issued Tesla Insurance Services an official “F” rating, noting the high volume of unresolved complaints. In just the past 12 months, dozens of Tesla policyholders have filed formal grievances with the BBB, describing nearly identical problems: lack of adjuster contact, repeated requests for the same documents, and lengthy claim delays often extending three to six months or more. These publicly documented issues are not confined to one region or isolated staff members; instead, they reflect a statewide and systemic operational failure. Together, these third-party sources confirm that Tesla Insurance’s practices are not only harmful to individual policyholders like Plaintiff but also demonstrates a general business practice that violates California’s claim-handling laws and consumer protection statutes. This corroborates Plaintiff’s allegations of bad faith and supports the need for class-wide relief and injunctive intervention.

BBB Accreditation & Rating



Tesla Insurance Services, Inc. is NOT a BBB Accredited Business.

To become accredited, a business must agree to [BBB Standards for Trust](#) and pass BBB's vetting process.

 **Why choose a BBB Accredited Business?**

BBB Rating

F

Reasons for rating

- Failure to respond to 176 complaint(s) filed against business
- 176 complaint(s) filed against business


TESLA Reviews

Rating	Percentage
5	3%
4	0%
3	0%
2	0%
1	97%

1.1 ★ 34 reviews

What's Your Rating?

Most Recent ▾

 **Will Tkcer**
June 24, 2025 • @iamHiding24

★

In short, they lied to me and then ghosted me, leaving my claim incomplete for 3 months.

Initial communication was slow, but I eventually was told that my vehicle was considered a total loss and that my case had been sent for 'Final review' to the total loss adjuster team.

show more ▾

[Comment](#) 0 0

(<https://wallethub.com/profile/tesla-14645577i>)

(<https://www.bbb.org/us/ut/draper/profile/auto-insurance/tesla-insurance-services-inc-1166-90048644/complaints>)

TESLA

Tesla Insurance

1.57 ★★ [Details](#)

(<https://clearsurance.com/insurance-reviews/tesla-insurance-5d4c38659a8fbc44f38e0e02>)

PARTIES

9. Plaintiff CARLOS MAGANA is, and was, at all times relevant herein, an individual residing in North Hollywood, California and an insured under an automobile policy underwritten and/or issued by the Tesla Defendants.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, Defendant TESLA INSURANCE COMPANY is and was a corporation organized and existing under the laws of the State of California with its principal place of business at 45500 Fremont Boulevard, in Fremont, California. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, TESLA INSURANCE COMPANY has been qualified to transact and is transacting insurance-related business in Los Angeles, California.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, Defendant TESLA INSURANCE SERVICES, INC. is and was a corporation organized and existing under the laws of the State of California. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, TESLA INSURANCE SERVICES, INC. has been qualified to transact and is transacting insurance-related business in Los Angeles, California.

12. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, Defendant TESLA PROPERTY & CASUALTY, INC. is and was a corporation organized and existing under the laws of the State of California with its principal place of business at 45500 Fremont Boulevard in Fremont, California. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, TESLA PROPERTY & CASUALTY, INC. has been qualified to transact and is transacting insurance-related business in Los Angeles, California.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, Defendant TESLA GENERAL INSURANCE, INC. is and was a corporation organized and existing under the laws of the State of Arizona but with its principal place of business at 45500 Fremont Boulevard in Fremont, California. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein, TESLA GENERAL INSURANCE, INC. has been qualified to transact and is transacting insurance-related business in Los Angeles, California.

1 14. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
2 herein, Defendant STATE NATIONAL INSURANCE COMPANY, INC. is and was a corporation
3 organized and existing under the laws of the State of Texas with its principal place of business at 1900
4 L. Don Dodson Dr. in Bedford, Texas. Plaintiff is informed and believes, and based thereon alleges,
5 that at all times relevant herein, STATE NATIONAL INSURANCE COMPANY, INC. has been
6 qualified to transact and is transacting insurance-related business in Los Angeles, California.

7 15. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
9 will seek leave of this Court and amend this Complaint to allege their true names and capacities when
10 ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of these
11 fictitiously named defendants is responsible in some manner for the occurrences herein alleged,
12 and that Plaintiff's damages as herein alleged were proximately caused by their conduct.

13 16. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
14 herein, each of the Defendants was the agent, employee, joint venturer of or working in concert with
15 each of the remaining defendants, and in doing the things hereinafter alleged, was acting within the
16 course and scope of such agency, employment, joint venture or concerted activity with legal authority
17 to act on the others' behalf.

18 17. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
19 herein, each of the Defendants ratified each and every act or omission complained of herein and/or
20 aided and abetted the acts and omissions of each and all other defendants in proximately causing the
21 damage alleged.

22 18. Plaintiff is informed and believes, and based thereon alleges, that defendants, and each
23 of them, are the alter-egos of each other and that said defendants did, and still do, dominate, influence
24 and control each other; that at all times herein mentioned, there existed and exists, a unity of
25 ownership and management between them; that the individuality and separateness of each such entity
26 was, and remains, non-existent; that each such entity was, and is, a mere shell and naked framework
27 which the other defendants used, and use, to conduct their affairs; that the assets of these defendants
28 are intermingled with the other to suit each other's convenience; that each such corporate defendant has

1 failed to observe corporate formalities in the conduct of their businesses, and that each such entity was,
2 and remains, inadequately capitalized; and that an injustice and fraud upon Plaintiff will result if the
3 theoretical separateness of each such entity is not disregarded and each such defendant held
4 responsible for the sums and relief sought.

5 **JURISDICTION**

6 19. This class action is brought pursuant to California *Code of Civil Procedure* section 382.
7 Subject-matter jurisdiction is proper in the Superior Court of the State of California for the County of
8 Los Angeles, a court of general jurisdiction.

9 20. Personal jurisdiction is proper over the Tesla Defendants because they are either
10 citizens of California and/or have sufficient minimum contacts in California, and otherwise
11 intentionally avail themselves of the California insurance market so as to render the exercise of
12 jurisdiction over them by the California courts consistent with traditional notions of fair play and
13 substantial justice.

14 **VENUE**

15 21. Venue is proper in this Court because the Tesla Defendants conduct business, advertise,
16 market insurance products, entered into automobile insurance contracts with Plaintiff and other class
17 members, and continue to enter into auto insurance contracts, in Los Angeles County.

18 **FACTUAL ALLEGATIONS**

19 22. In June 2024, Plaintiff leased a 2024 RAM Pickup 1500 Quad Cab (the “Vehicle”) from
20 SFS Leasing, Inc.

21 23. On or about October 2, 2024, Plaintiff purchased a “Personal Auto Policy” from
22 TESLA INSURANCE SERVICES, INC. bearing Policy No. TLA-CA-A-R-9992KPGM (the
23 “Policy”) and underwritten by defendant STATE NATIONAL INSURANCE COMPANY, INC. The
24 Policy provided collision and comprehensive coverage for Plaintiff’s Vehicle.

25 24. The Policy was entered into and delivered to Plaintiff in the State of California and all
26 premiums for the policy were paid in California.

27 25. The Policy’s effective dates of coverage was from July 3, 2024, through January 3,
28 2025.

1 26. Plaintiff is informed and believes, and based thereon alleges, that the Policy is a
2 standard auto insurance policy utilized and issued by the Tesla Defendants to policy holders in
3 California.

4 **Policy Terms regarding Collision and Comprehensive Coverage**

5 27. Plaintiff and each of the putative class members (defined *infra*) had comprehensive
6 and/or collision coverages under automobile insurance policies issued by the Tesla Defendants. Each
7 of those policies contained substantially identical provisions pursuant to which the Tesla Defendants
8 expressly agreed to pay for loss to a ‘covered auto’ caused *inter alia* by theft, larceny or collision.

9 28. The Tesla Defendants defined their limits of liability under their comprehensive and/or
10 collision coverages to be *inter alia*, the “[a]ctual cash value of the stolen or damaged property at the
11 time of loss reduced by applicable deductible,” or the “amount necessary to repair the damaged
12 property to its pre-loss condition reduced by the applicable deductible,” or the “amount necessary to
13 replace the stolen or damaged property reduced by the applicable deductible.”

14 29. In addition, in the event of the total theft of a “covered auto,” Tesla promised to pay
15 transportation expenses of up to “\$15 per day, to a maximum of \$450” “beginning 48 hours after the
16 theft,” and “ending when the “covered auto” is returned to use or when Tesla pays for its loss.

17 **The Theft of Plaintiff’s Vehicle**

18 30. On January 2, 2025, Plaintiff’s vehicle was stolen. On the same day, Plaintiff filed a
19 police report and initiated a first-party comprehensive claim under the Policy by submitting the
20 required “Report of Stolen or Burned Vehicle” form to Tesla Insurance Services, Inc.

21 31. On January 7, 2025, Joseph Brown ("Brown"), a “Sr. Claims Adjuster” at "Tesla
22 Insurance Claims", sent Plaintiff a “Proof of Loss” form which Plaintiff completed and returned on
23 January 9, 2025.

24 32. Under CCR section 2695.7(b), the Tesla Defendants were required to commence
25 investigation within fifteen (15) days of the January 2, 2025 receipt of the claim or by **January 17,**
26 **2025**, and to accept or deny the claim within forty (40) days or by **February 11, 2025** and, if accepted,
27 to make a final payment to Plaintiff within thirty (30) days, or by **March 13, 2025**.

1 33. Because he had not heard anything further from the Tesla Defendants, on February 3,
2 2025, Plaintiff reached out to Brown twice to inquire about the status of his claim. Plaintiff also
3 advises Brown that thirty (30) days had passed since he had submitted his claim, Plaintiff was now
4 having to pay the rental car at his own expense and had been doing so since February 1, 2025.

5 34. On February 5, 2025, Brown replied that they had not yet but “*will be getting a total*
6 *loss adjuster assigned to this claim since the vehicle has been unrecovered. This will take a couple of*
7 *days to complete. The total loss adjuster will reach out and provide there [sic] contact info once*
8 *assigned and begin the total loss evaluation...*” On February 6, 2025, Brown sent Plaintiff a “30-Day
9 Status Update” indicating that the Tesla Defendants were still working on the "pending total loss
10 settlement" and "pending total loss" to complete their evaluation.

11 35. By February 19, 2025, ***forty-eight (48) days*** after the claim was first submitted and
12 almost a week since the lapse of the Tesla Defendants' statutory February 11, 2025, deadline for
13 accepting or denying a claim, Plaintiff still had not received any response from the Tesla Defendants.
14 Plaintiff reached out to Brown again for an update. He was advised that Brown was “away from the
15 office” and that his “*backup John Navarro ("Navarro") will receive alert of your inquiry and have*
16 *access to your claim to respond...*”

17 36. Navarro responded on February 21, 2025 – ***fifty (50) days*** after Plaintiff's claim was
18 submitted – that he had, “*requested that a Total Loss Adjuster be assigned to your claim to explain the*
19 *next steps for the settlement*” and that Plaintiff “should hear from them in the next 3-5 business days.”

20 37. In addition to written communications, Plaintiff repeatedly attempted to contact Tesla
21 Insurance by phone in an effort to obtain updates about his claim and speak with an adjuster. Despite
22 these efforts, Plaintiff was consistently unable to reach anyone with knowledge or authority over his
23 claim. His calls to the assigned adjusters, including Mr. Navarro and Mr. Brown, routinely went
24 unanswered. When Plaintiff called the Tesla Insurance main line, he was frequently placed on hold for
25 extended periods—often over an hour—without ever speaking to a live representative. On some
26 occasions, he would remain on hold for two to three hours before giving up. At other times,
27 particularly after 12:00 p.m., an automated message would inform him that the call volume was too
28 high and that he should try again the following day. Due to his full-time work schedule, Plaintiff was

1 unable to dedicate hours each day to waiting on hold in hopes of possibly reaching someone. Plaintiff
2 is informed and believes, and upon such information and belief alleges that this pattern of non-
3 responsiveness by phone is consistent with a broader business practice employed by the Tesla
4 Defendants, whereby policyholders are effectively obstructed from obtaining information or assistance
5 on their pending claims, further delaying resolution and increasing frustration.

6 38. Given the lack of compliance with their contractual and legal obligations, in March,
7 2025, Plaintiff filed against the Tesla Defendants with the Department of Insurance. On March 25,
8 2025, ***eighty-two (82) days*** after Plaintiff's claim was submitted, Plaintiff received a responsive letter
9 from the Department of Insurance. The letter stated that the Department of Insurance has assigned a
10 senior compliance officer "Ms. Coleen Vandepas" and that an investigation into the conduct of the
11 Tesla Defendants would take place.

12 39. On March 30, 2025, ***eighty-seven (87) days*** after Plaintiff's claim was submitted,
13 Plaintiff was compelled without the benefit of any insurance coverage proceeds to purchase a 2018
14 Jeep Grand Cherokee from the Van Nuys, California, Chrysler Dodge Jeep Ram dealership. Despite
15 the passage of nearly three months, because the Tesla Defendants had still failed to issue any
16 compensation for the loss of his vehicle without any legitimate justification for the delay, Plaintiff
17 remained without the funds necessary to replace his transportation and was forced to act out of
18 necessity and finance the purchase.

19 40. On April 14, 2025, ***one hundred and two (102) days*** after Plaintiff's claim was
20 submitted, Mr. Andrew Hand, the Auto Damage Manager with Tesla Defendants, sent a letter to
21 Plaintiff in reference to Plaintiff's Department of Insurance complaint that was filed in March 2025.
22 Mr. Hand acknowledged that *"In reviewing the claim file, we recognize that communication could*
23 *have been improved in working to resolve your claim. We apologize for any delay in communication*
24 *or resolution of your claim."* Mr. Hand also stated that a total loss adjuster was assigned on March 13,
25 2025, and that the vehicle valuation is complete.

26 41. On April 14, 2025, ***one hundred and two (102) days*** after Plaintiff's claim was
27 submitted, Ms. Lorinda Hunter an adjuster with Tesla Defendants issued a "Total Loss Offer"
28 document to Plaintiff. This document purported to finalize the settlement value for Plaintiff's stolen

1 vehicle, including breakdowns for the vehicle's market value, applicable taxes, a vehicle registration
2 refund, and a deductible. However, upon review, Plaintiff discovered that the valuation included
3 inaccurate information, including an erroneous mileage figure for Plaintiff's vehicle, which materially
4 affected the calculated value. Since receiving this offer, Plaintiff has made multiple attempts to contact
5 Tesla Insurance representatives, including Joseph Brown, John Navarro, and Lorinda Hunter to discuss
6 and correct the valuation errors, but received no specific response.

7 42. On June 7, 2025, ***one hundred and fifty-six (156) days*** after Plaintiff's claim was
8 submitted, Plaintiff emailed Tesla Defendants asking for an update on the status of the claim.

9 43. On June 10, 2025, ***one hundred and fifty-nine (159) days*** after Plaintiff's claim was
10 submitted, Mr. Tim King an adjuster for Tesla Defendants responded to Plaintiff stating that "*I am*
11 *your handling adjuster, and Lorinda is your total loss adjuster. We are both from Tesla Insurance*
12 *Company. I have requested that Lorinda follow up with regard to the settlement of your vehicle*
13 *damages on your claim, and, as before, your patience is appreciated.*" Also, Mr. King sent an
14 additional email on June 10, 2025, stating that "*At this time we are still pending the OK to pay from*
15 *Copart and the lien holder. I have reach out to them directly for status.*" Nevertheless, according to
16 Copart Title Express, Plaintiff had completed all the steps in the process and Tesla Defendants bear the
17 responsibility of resolving the claim.

18 44. On July 8, 2025, ***one hundred and eighty-seven (187) days*** after Plaintiff submitted his
19 claim, Tesla Defendants, through adjuster Tim King, sent correspondence to Plaintiff Carlos Magana
20 stating that they were still unable to resolve his claim due to an ongoing investigation. The letter cited
21 the California Fair Claims Settlement Practices Act and claimed that the investigation could not
22 proceed further because they were awaiting a "pending total loss settlement" and "pending total loss
23 evaluation." However, both of these items were entirely within the control of Tesla Defendants and not
24 Plaintiff, who had already fulfilled all necessary obligations to move the claim forward. The language
25 of the letter appeared to be boilerplate in nature, seemingly issued for the sole purpose of creating a
26 pretext for continued delay. It is inherently illogical for an insurer to claim that it cannot proceed with
27 a claim resolution due to the absence of a "pending total loss settlement" and "pending total loss
28 evaluation" when both are documents that fall squarely within the insurer's own control. The

1 correspondence merely reiterated Tesla Defendants' delay and failure to substantively adjust or resolve
2 the total loss claim more than six months after it was filed.

3 45. To this date, Plaintiff has not received any compensation for his loss nor any other
4 benefit of his insurance policy from the Tesla Defendants.

5 46. As a result of the Tesla Defendants' conduct, Plaintiff has suffered economic damages
6 due to the loss of policy benefits, consequential economic losses including but not limited to, the
7 amount of finance payments and car insurance he had continued to make on his stolen Vehicle,
8 unnecessary registration fees, rental car payments, finance payments and insurance payments on a new
9 vehicle he had to purchase so he could remain employed, and noneconomic and general damages for
10 emotional distress from the prolonged uncertainty and financial strain caused by the Tesla Defendants'
11 conduct. The damages of Plaintiff and the other Class Members are in excess of the jurisdictional
12 minimum of this Court in an amount to be determined at trial.

13 **CLASS ALLEGATIONS**

14 47. Plaintiff brings this action on his behalf as well as on behalf of each and all other policy
15 holders similarly situated, and thus seeks class certification under *California Code of Civil Procedure*
16 section 382. Plaintiff's proposed class consists of:

17 All policy holders who, at any time in the four years prior to the filing of this
18 Complaint and continuing while this action is pending (the "Class Period"), while
19 residing in California, purchased a policy of automobile insurance from the Tesla
20 Defendants, submitted a first-party claim under the policy's comprehensive or collision
21 coverage, and whose claim was not timely investigated, adjusted, or paid within the
22 timeframes mandated by California law (including but not limited to Cal. Code Regs.
23 tit. 10, § 2695.7).

24 48. Plaintiff reserves the right to redefine the Class and to add subclasses as appropriate
25 based on further investigation, discovery and specific theories of liability.

26 49. All Class Members have a well-defined community of interest. There are common
27 questions of law and fact as to the Class Members that predominate over questions affecting only
28 individual issues, including but not limited to the following:

- 1 a. Whether the Tesla Defendants breached the terms of the insurance policies
2 between the Tesla Defendants, on one hand, and Plaintiff and the other Class
3 Members, on the other hand, by failing to timely and meaningfully investigate
4 their first-party comprehensive or collision claims, failing to promptly respond
5 to communications regarding the claims, and failing to timely accept or deny
6 the claims and/or to timely settle and tender payment of those claims within
7 statutory mandated deadlines to the detriment of each Class Member.
- 8 b. Whether the Tesla Defendants breached the implied covenant of good faith and
9 fair dealing by unreasonably and unjustifiably delaying or failing to timely
10 investigate, process, decide, settle, or pay the Class Members' first-party
11 comprehensive or collision claims.
- 12 c. Whether Plaintiff and the other Class Members are entitled to damages or other
13 forms of relief due to the Tesla Defendants' failure to timely investigate, handle,
14 process, adjust, decide, settle and/or pay their first-party comprehensive and/or
15 collision claims;
- 16 d. Whether Plaintiff and the other Class Members are entitled to restitution of the
17 out-of-pocket costs they had incurred from the Tesla Defendants' failure to
18 timely investigate, handle, process, adjust, decide, settle and/or pay Plaintiff's
19 and the other Class Members' first-party comprehensive and/or collision claims;
- 20 e. Whether the Tesla Defendants engaged in a general business practice of
21 unreasonably and unjustifiably delaying the investigation, handling, processing,
22 adjustment, decision, settlement and/or payment of Plaintiff's and other Class
23 Members' first-party comprehensive and collision claims;
- 24 f. Whether the Tesla Defendants' practice of unreasonably and unjustifiably
25 delaying the investigation, handling, processing, adjustment, decision,
26 settlement and/or payment of Plaintiff's and other Class Members' first-party
27 comprehensive and collision claims constitutes unfair business practices in
28 violation of *California Business and Professions Code* section 17200, *et. seq.*;

- 1 g. Whether the Plaintiff and other Class members are entitled to injunctive or
2 equitable relief restraining the Tesla Defendants from continuing the alleged
3 unlawful practices, and requiring the Tesla Defendants to reform their claim
4 handling procedures;
- 5 h. Whether the Tesla Defendants' misconduct warrants the imposition of punitive
6 damages for acting with oppression, fraud, or malice toward its insureds.

7 50. The Class Members are readily ascertainable.

- 8 a. Numerosity: While the exact number of Class Members is unknown to Plaintiff
9 at this time, Plaintiff is informed and believes, and based thereon alleges, that
10 there are potentially thousands of Class Members throughout California whose
11 identities can be ascertained from Defendants' claim files and records. Because
12 the potential class is so numerous, joinder of all members would be
13 impracticable and infeasible.
- 14 b. Typicality: Plaintiff's claim is typical of the class claims because Plaintiff
15 and the other Class Members are insured by the same insurers under fairly
16 identical automobile policies issued by the Tesla Defendants providing for
17 comprehensive/collision coverage, submitted first-party collision or
18 comprehensive coverage claims after a covered loss to their insured vehicles,
19 and suffered harm when the Tesla Defendants unreasonably delayed the
20 investigation, processing, handling, decision and settlement of their covered
21 losses beyond the statutory mandated deadlines, to their detriment. Plaintiff and
22 all other Class Members allege the same legal violations arising from the same
23 pattern of conduct by the Tesla Defendants and have a common interest to
24 compel the Tesla Defendants to cease their unlawful and unjust practices toward
25 their insureds, to establish the liability of the Tesla Defendants, to seek
26 restitution of the sums lost as a result of the Tesla Defendants' conduct, and to
27 require the Tesla Defendants to honor their contractual obligations to timely pay
28 to Plaintiff and the Class Members their full benefits under their policies. The
Tesla Defendants' defenses (if any) are expected to likewise be common or
similar as to all Class members.

1 c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
2 interests of each class member because his interests are coincident with, and not
3 antagonistic to, those of the other Class Members. Plaintiff's success, like the
4 success of all of the Class Members' claims in this case, depends on proof that
5 the Tesla Defendants' errors, misconduct and omissions were in breach of the
6 Class Members' policies, that they are in bad faith, and that they constitute an
7 unfair business practice. Plaintiff has no conflicts of interest with other Class
8 members and understands the responsibilities of a class representative. Plaintiff
9 has retained competent counsel with sufficient experience in the prosecution of
10 class actions, certification and settlement and insurance bad faith litigation.
11 Class counsel have the resources and expertise to prosecute this action
12 vigorously on behalf of the Class and intend to devote the necessary attention to
13 this case. Plaintiff has incurred, and throughout the duration of this action, will
14 continue to incur costs and attorney's fees that have been, are, and will be
15 necessarily expended for the prosecution of this action for the substantial benefit
16 of each class member.

17 d. Superiority. Class action treatment is superior to the alternatives for the fair
18 and efficient adjudication of the controversy alleged herein. The nature of this
19 action and the nature of laws available to Plaintiff and the other Class Members
20 make the class action format a particularly efficient and appropriate procedure
21 to afford them relief for the wrongs alleged because (i) the individual amounts
22 of damages involved are such that individual actions or other individual
23 remedies are impracticable and litigating individual actions would entail undue
24 cost; (ii) this case involves numerous individual insureds and policy owners
25 with many relatively small claims, with common issues of law and fact; (iii) if
26 each Class Member were required to file an individual lawsuit, the Tesla
27 Defendants would gain an unconscionable advantage since they would be able
28 to use their superior financial and legal resources to exploit and overwhelm the

1 limited resources of each individual Class Member; (iv) the costs of individual
2 suits would consume the amounts that would be recovered; (v) requiring each
3 Class Member to pursue an individual remedy would discourage the assertion of
4 lawful claims by members who would be disinclined to pursue an action against
5 their present insurer for an appreciable and justifiable fear of retaliation and the
6 inability to procure insurance in the future; (vi) a substantial part of the evidence
7 which Plaintiff will offer to prove the Tesla Defendants' conduct alleged herein
8 will be the same evidence that would be offered to prove the claims of the other
9 Class Members; (vii) individual actions would create a risk of inconsistent or
10 varying adjudications with respect to individual class members, which would
11 establish incompatible standards of conduct for the Tesla Defendants; (viii) no
12 difficulties are likely to be encountered in the management of this case which
13 would preclude its maintenance as a class action; and, (ix) a multiplicity of
14 actions will result if this case is not resolved on a class-wide basis.

- 15 e. Public Policy Considerations: This action will provide substantial benefits to
16 both the Class Members and the public because, absent this action, the Tesla
17 Defendants' unlawful and/or unfair business practices will continue unremedied
18 and uncorrected. The Tesla Defendants have acted on grounds generally
19 applicable to all Class Members, thereby making final injunctive relief
20 appropriate with respect to the class as a whole. The class action device presents
21 far fewer management difficulties and provides the benefits of unitary
22 adjudication, economies of scale, and comprehensive supervision by a single
23 court.

24 51. Notice to the Class Members may be made by first-class mail addressed to all persons
25 who have been individually identified by Defendants through access to their files and/or client records.
26 Alternatively, if they cannot produce a list of all Class Members' names and addresses, the Class
27 Members may be notified by publication in the appropriate newspapers, and by posting notices in
28 Defendants' places of business in the State of California.

1 **FIRST CAUSE OF ACTION**

2 **(Breach of Contract Against All Defendants)**

3 52. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 paragraphs 1 through 50 above, as though fully set forth herein.

5 53. The Tesla Defendants entered into written contracts for automobile insurance with
6 Plaintiff and with each of the other Class Members. All such contracts of insurance contain
7 substantially identical provisions pursuant to which the Tesla Defendants expressly agreed to pay for
8 "covered losses" to a "covered auto" including but not limited to by theft, larceny or collision under the
9 comprehensive and/or collision coverages of the contract.

10 54. The Tesla Defendants defined their limits of liability under their comprehensive and/or
11 collision coverages to be *inter alia*, the "[a]ctual cash value of the stolen or damaged property at the
12 time of loss reduced by applicable deductible", or the "amount necessary to repair the damaged
13 property to its pre-loss condition reduced by the applicable deductible," or the "amount necessary to
14 replace the stolen or damaged property reduced by the applicable deductible."

15 55. In addition, in the event of the total theft of a "covered auto", the Tesla Defendants
16 promised to pay transportation expenses of up to "\$15 per day, to a maximum of \$450" "beginning 48
17 hours after the theft," and "ending when the "covered auto" is returned to use or when the Tesla
18 Defendants pay for the covered losses.

19 56. Plaintiff and the other Class members have paid premiums for their insurance and have
20 performed each and every other obligation, condition, and covenant required of them under their
21 respective insurance policies with the Tesla Defendants.

22 57. The Tesla Defendants have breached the provisions of the automobile insurance
23 policies between themselves and Plaintiff and the other Class Members by *inter alia* (i) failing to
24 promptly and thoroughly investigate the claims of Plaintiff and other Class Members; (ii) delaying the
25 determination of coverage; (iii) failing to timely communicate claim decisions; and/or (iv) withholding
26 full payment of amounts due under the policies for an unreasonable length of time and without
27 justification or for failing to pay such amounts altogether.
28

58. The Tesla Defendants further breached those insurance policies by forcing Plaintiff and the other Class Members to institute this litigation to obtain restitution of such benefits.

59. As a proximate result of the aforementioned contractual breaches by the Tesla Defendants, Plaintiff and the other Class Members have incurred substantial economic damages in excess of the jurisdictional minimum of this Court in an amount to be determined at trial, including but not limited to the full or partial loss of policy benefits, consequential economic losses, and general damages for emotional distress from the prolonged uncertainty and financial strain caused by the Tesla Defendants' conduct.

SECOND CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing Against All Defendants)

60. Plaintiff realleges and incorporates by reference all of the allegations contained in paragraphs 1 through 58 above, as though fully set forth herein.

61. Plaintiff and the other Class Members entered into their auto insurance policies with the Tesla Defendants with the understanding and expectation, fostered by the Tesla Defendants, that the Tesla Defendants would act in good faith and deal fairly with each of them in the handling and settlement of their collision and comprehensive coverage claims and ensure that they receive the full benefits of their policies.

62. After accepting insurance premiums from Plaintiff and the other Class Members, the Tesla Defendants tortiously breached the implied covenant of good faith and fair dealing inherent in each of the automobile insurance policies they issued to Plaintiff and the other Class Members by *inter alia* (i) failing to promptly and thoroughly investigate the claims of Plaintiff and other Class Members; (ii) compelling Plaintiff and the other Class Members to provide duplicative or needless information; (iii) failing to timely respond to inquiries about their claim status; (iv) failing to timely process claims and assign the necessary total loss adjusters; (v) repeatedly reassigning claims to multiple adjusters, thereby stalling the claims process; (vi) delaying the determination of coverage; (vii) failing to timely communicate claim decisions; and (viii) withholding full payment of amounts due under the policies for an unreasonable length of time or for failing to pay such amounts altogether.

1 63. The Tesla Defendants knew that the losses claimed by Plaintiff and the other Class
2 members were valid covered losses under their policies, and that timely payment was crucial to
3 mitigate their damages, yet still chose to unduly and without justification prolong the claims process in
4 an effort to maximize their profits by reducing or eliminating pay-out costs. The Tesla Defendants
5 knew, or should have known, that the losses claimed by Plaintiff and the other Class Members were
6 valid covered losses under their policies, and that prompt payment was essential to mitigate further
7 harm. Nevertheless, the Tesla Defendants unduly and without justification prolonged the claims
8 process. Such conduct violates the standards of fair dealing in the insurance industry and contravenes
9 the duties imposed upon the Tesla Defendants by California law including *Insurance Code* § 790.03(h)
10 and the Fair Claims Settlement Practices Regulations referenced above.

11 64. The Tesla Defendants' conduct in deliberately failing to discharge their contractual and
12 statutory obligations to timely and meaningfully investigate, process, adjust, decide, settle and/or pay
13 their insureds' comprehensive or collision claims unfairly deprived Plaintiff and the other Class
14 Members of the full benefits of their policies and frustrated their agreed and common purposes for
15 purchasing collision and comprehensive coverage.

16 65. As a proximate result of the aforementioned wrongful conduct by the Tesla Defendants,
17 Plaintiff and the other Class Members have suffered the full or partial loss of policy benefits,
18 consequential economic losses, and general damages for emotional distress from the prolonged
19 uncertainty and financial strain caused by the Tesla Defendants' conduct. Many Class members were
20 deprived of the use of their vehicles for extended periods or forced to incur debt to cover the costs that
21 their insurance benefits should have promptly covered. Plaintiff is informed and believes, and upon
22 such information and belief alleges that the duration of delay in Plaintiff's case is not incidental, but
23 instead is illustrative of a broader business strategy – i.e., the longer the delay, the more pressure is
24 placed on policyholders to accept undervalued settlements or walk away from their claims altogether.
25 The Tesla Defendants are aware, or should be aware, that such delays do not only cause temporary
26 inconvenience but long-term harm: negative credit reporting, vehicle repossession, elevated interest
27 rates, and lost mobility – all of which expand the period of damages well beyond the date of the initial
28 loss. This type of conduct reflects a calculated indifference to the ongoing harm their insureds endure.

1 66. As a result of such practices, the Tesla Defendants have been, and will continue to be,
2 unjustly enriched at the expense of Plaintiff, the Class Members, and all future insureds who have not
3 only been denied the full insurance benefits and rights due to them under the common provisions of
4 their insurance policies and the California *Insurance Code* but have often effectively been and will be
5 forced to pay for all or a portion of their covered damages, a myriad of other out-of-pocket costs, and
6 mental distress due to the Tesla Defendants' dilatory and obstructive conduct.

7 67. Plaintiff and the other Class Members are informed and believe, and based thereon
8 allege, that the Tesla Defendants' conduct described above was carried out with a conscious disregard
9 of the rights of Plaintiff and the other Class Members and was done to boost profits at the expense of
10 their insureds such as to despicable conduct as well as oppression, fraud or malice under California
11 *Civil Code* section 3294, entitling Plaintiff and the other Class Members to punitive damages in an
12 amount appropriate to punish or make an example of the Tesla Defendants, according to proof at trial.

13 68. Plaintiff and the other Class Members are informed and believe, and based thereon
14 allege that the Tesla Defendants' conduct as described above were undertaken by their officers,
15 managing agents, and/or co-Defendants, identified herein as DOES 1 through 50, who were
16 responsible for supervision and operation, reports, communications and/or decisions, and was therefore
17 undertaken on behalf of the Tesla Defendants. Additionally, Plaintiff and the other Class Members are
18 informed and believe, and based thereon allege, that the Tesla Defendants had foreknowledge of the
19 action and conduct of said individuals whose actions and conduct were ratified, authorized, and
20 approved by such managing agents whose precise identities are currently unknown to Plaintiff and are
21 therefore designated as DOES 1 through 50.

22 69. As a further direct and proximate result of the conduct of the Tesla Defendants, Plaintiff
23 and the other Class Members have been obligated to expend and incur liability for costs of suit,
24 attorneys' fees and related expenses in an amount not yet fully ascertained, but which will be submitted
25 at the time of trial.

26 **THIRD CAUSE OF ACTION**

27 **(Unfair Competition, Violation of California Business & Professions Code § 17200 et seq.)**

28 70. Plaintiff realleges and incorporates by reference all of the allegations contained in

1 paragraphs 1 through 58 above, as though the fully set forth herein.

2 71. Title 10 CCR section 2695.5(e) provides: "Upon receiving notice of claim,
3 every insurer shall immediately, but in no event more than *fifteen (15) calendar* days later, do the
4 following...":

- 5 (1) acknowledge receipt of such notice...
- 6 (2) provide to the claimant necessary forms, instructions, and reasonable
7 assistance, including but not limited to, specifying the information
8 the claimant must provide for proof of claim;
- 9 (3) begin any necessary investigation of the claim.

10 72. Further, Title 10 CCR section 2695.7 provides:

- 11 (b) Upon receiving proof of claim, every insurer... shall
12 immediately, *but in no event more than forty (40) calendar days* later,
13 accept or deny the claim, in whole or in part. The amounts accepted or
14 denied shall be clearly documented in the claim file unless the claim has
15 been denied in its entirety. ...
- 16 (d) Every insurer shall *conduct and diligently pursue a thorough, fair and*
17 *objective investigation* and shall not persist in seeking information not
18 reasonably required for or material to the resolution of a claim dispute.
- 19 * * *
- 20 (h) Upon acceptance of the claim in whole or in part and, when necessary...
21 shall immediately, *but in no event more than thirty (30) calendar days*
22 *later, tender payment* or otherwise take action to perform its claim
23 obligation. The amount of the claim to be tendered is the amount that has
24 been accepted by the insurer as specified in subsection 2695.7(b)....

25 73. In turn California *Insurance Code* section 790.03(h) defines the following as "unfair
26 claims settlement practices" when knowingly committed or performed with such frequency as to
27 indicate a general business practice:

- 28 * * *
- (2) Failing to acknowledge and act reasonably promptly
upon communications with respect to claims arising under insurance
policies.
- (3) Failing to adopt and implement reasonable standards for the prompt
investigation and processing of claims arising under insurance policies.

(4) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.

(5) Not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear.

74. The Tesla Defendants, by repeatedly engaging in the conduct described in paragraphs 1 through 58 above, violated the referenced statute and regulations. Contrary to the Fair Claims regulations, the Tesla Defendants have failed to adopt and implement reasonable standards for the prompt investigation of claims, as evidenced by their routine delays and lack of timely action on the Plaintiff's and other Class Members' comprehensive and/or collision claims. The Tesla Defendants' pattern and practice of unresponsiveness and protracted decision-making constitute a failure to "affirm or deny coverage of claims within a reasonable time" and a failure to "effectuate prompt, fair, and equitable settlements" when liability and coverage are reasonably clear. They have likewise violated CCR section 2695.7 by not accepting or denying claims within forty (40) days and not tendering payment or taking action to perform its claim obligation within thirty (30) days in numerous instances, without justification. These constitute unlawful business practices actionable under California *Business and Professions Code* section 17200.

75. Separately, each of the Tesla Defendants' acts and omissions outlined above constitute unfair business practices falling squarely within the purview of both California *Insurance Code* section 790.03(h) and California *Business and Professions Code* section 17200. Unjustifiably delaying insurance payments and benefits that are contractually and legally owed causes substantial injury to insureds who may be unable to repair or replace their vehicles or bear the financial burden during the delay. These practices offend established laws requiring and public policy favoring prompt claim resolution, and give the Tesla Defendants an unfair competitive advantage over insurers that honor their obligations.

76. In so doing, the Tesla Defendants have unjustly enriched themselves in favor of the persons they were supposed to protect, wrongfully withholding payment of valid claims, and wrongfully depriving Class Members of the full insurance benefits due to them under the common provisions of their insurance policies and the California *Insurance Code*.

77. Plaintiff and Class members have suffered economic injury in fact as a result of the Tesla Defendants' unfair competition. They have not received the sums to repair or replace their covered vehicles, expended sums on rental cars, insurance payments or other expenses due to delayed payments, and/or lost use of their funds and property, which they would not have done but for the Tesla Defendants' unlawful and unfair practices. Pursuant to California *Business & Professions Code* section 17203, Plaintiff and the other Class Members request restitution of these sums from the Tesla Defendants and any other equitable relief the Court deems just and proper to address the effects of the Tesla Defendants' wrongdoing.

78. Unless the Tesla Defendants are enjoined from the policies and practices alleged herein, they will continue to be unjustly enriched and continue to deny to their insureds the full benefits and rights due to them under their policies and under California law. Without an injunction against the Tesla Defendants, a multiplicity of successive lawsuits may be filed by aggrieved insureds, each seeking relief from the effects of such practices which have occurred since the previous lawsuit was resolved, and with each successive lawsuit requiring significant time and cost to the litigants and the courts. Thus, there is no adequate remedy at law for the Tesla Defendants' conduct, and therefore Plaintiff, on behalf of himself and the Class Members, requests the Court to issue a preliminary and permanent injunction enjoining the Tesla Defendants from engaging in the unlawful and unfair acts described, and requiring them to establish fair claim handling timelines and adhere to California's claim settlement standards going forward.

PRAVERS FOR RELIEF

Wherefore, Plaintiff, individually, and on behalf of all others similarly situated, prays that the court enter judgment in their favor and against Defendants as follows:

Class Certification

1. That this case be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as class counsel.

1 **As to the First Cause of Action**

- 2 4. For general and special damages, according to proof;
3 5. For pre-judgment and post-judgment interest on all damages awarded;
4 6. For costs of suit incurred;

5 **As to the Second Cause of Action**

- 6 7. For compensatory damages, according to proof;
7 8. For general damages for emotional distress as allowed by law;
8 9. For punitive damages, according to proof;
9 10. For pre-judgment and post-judgment interest on all damages awarded;
10 11. For costs of suit incurred;

11 **As to the Third Cause of Action**

- 12 12. For restitutionary relief and disgorgement of ill-gotten gains, according to proof;
13 13. For pre-judgment and post-judgment interest on all restitutionary recovery;
14 14. For injunctive and other equitable relief as the Court deems just and proper under *Business*
15 *and Professions Code* section 17203;
16 15. For costs of suit incurred;

17 **As to All Causes of Action**

- 18 16. For such and other legal and equitable relief this Court deems proper,
19 17. For attorney's fees and costs as allowed by law.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff CARLOS MAGANA and all proposed CLASS MEMBERS hereby demand a jury trial.
22
23

24 Dated: July 11, 2025

LAW OFFICES OF MARO BURUNSUZYAN, APLC

25
26 By: Maro Burunsuzyan
27 Maro Burunsuzyan, Esq.
28 David Scott, Esq.
Attorneys for Plaintiff and the Proposed Class