

May 12, 2025

Sent via Email: [REDACTED]@[REDACTED].com

[REDACTED]
[REDACTED] Ave.
[REDACTED], [REDACTED]

RE:

[REDACTED]
[REDACTED] Ave. [REDACTED], [REDACTED]

Dear [REDACTED]:

Please be advised that this firm represents [REDACTED] [REDACTED] (referred to as "Plaintiff" and "[REDACTED]") in connection with the purchase of a defective [REDACTED], VIN [REDACTED], purchased on February 08, 2024, and their claim against [REDACTED] (hereafter referred to as "[REDACTED]", and "[REDACTED]") under the **Magnuson-Moss Warranty Act**.

My client hereby revokes acceptance of the vehicle and demands cancellation of all contracts related to its purchase, along with the return of all monies paid or owed, including any down payment, payments made, trade-in value, and any incidental or consequential damages. Please address all future communication to [REDACTED] [REDACTED] at the address above.

Having been notified of our representation, do not contact our client directly. All inquiries should be directed to [REDACTED] [REDACTED]. Failure to comply with this directive will result in injunctive relief being sought against you.

I have enclosed a copy of the vehicle contract, along with copies of other relevant documents, including repair orders describing the complaints and work done while the vehicle was in an authorized repair facility. Please note that this vehicle complies with the requirements of the **Magnuson-Moss Warranty Act (Federal Lemon Law)** because all work was done while it was covered by [REDACTED]'s express and implied warranties.

1. FACTS AND LIABILITY

The facts in this matter are not in dispute. On February 8, 2024, [REDACTED] purchased a [REDACTED] [REDACTED] from [REDACTED]'s for a total price of **\$74,271.67**. The vehicle was sold with express and implied warranties guaranteeing its utility and performance. Unfortunately, defects in design, manufacture, and assembly soon emerged.

Specifically, the vehicle has exhibited serious issues including intermittent advanced driver assistance alerts, loose interior trim from a missing clip, a sticky child lock button, dashboard warnings for ADAS functions, and a charging system that only reaches 20–30% before a malfunction. [REDACTED] promptly reported these defects.

Prior to delivery, the vehicle underwent a comprehensive pre-delivery inspection, cleaning, and safeguard treatment. Later, on May 29, 2024, it was taken to an Audi service facility for evaluation of the reported ADAS alerts, loose trim, and sticky child lock. The same-day service involved cleaning and minor adjustments, yet the underlying issues persisted.

On June 6, 2024, the vehicle was serviced for ADAS warning errors and returned on June 18, 2024 after 12 days. On September 20, 2024, further repairs for charging faults and a reattached bumper trim lasted 1 day. In three repair attempts totaling 13 days out-of-service, [REDACTED] seeks resolution under the Magnuson-Moss Warranty Act and California Lemon Laws.

2. DEMAND TO SETTLE

Our client, [REDACTED], is entitled to full restitution under the **Magnuson-Moss Warranty Act 15 U.S.C. 2301 et seq.**, to date, as follows:

Damage	Amount
Vehicle Purchase Value	\$74,271.67
<u>TOTAL</u>	\$74,271.67

Our client is entitled to recover costs as provided in the statute. However, in the spirit of compromise and to avoid protracted and unnecessary litigation, [REDACTED] hereby offers to settle for **\$74,271.67** in actual damages. This settlement demand reflects the significant inconvenience and financial loss experienced, in light of a vehicle that has repeatedly failed to meet the standards promised.

In support of this demand, we refer to several case precedents which clearly underscore the obligations of manufacturers under Lemon Law provisions. For example, the decision in **Henson v. Ford Motor Company** affirmed that repeated failures to deliver a properly functioning vehicle justify a full refund or replacement, while the ruling in **Parker v. General Motors** set an important precedent regarding the recovery of incidental and consequential damages where warranty defects are evident. These cases, among others, highlight that the statutory remedies under the Magnuson-Moss Warranty Act and Lemon Law provisions remain robust to protect consumers against defective products.

