

1 **FINDINGS OF FACT**

2 1. Plaintiff's husband leased the subject vehicle, a used 2017 Range
3 Rover, VIN SALGR2FK6HA344004, from Jaguar Land Rover Newport Beach on
4 May 7, 2017.

5 2. A Jaguar Land Rover North America, LLC ("JLRNA") New Vehicle
6 Limited Warranty accompanied the lease.

7 3. Plaintiff's complaint that the diesel particulate filter in the subject
8 vehicle filled with soot, requiring regeneration of the filter or replacement of the
9 filter, is not a defect or nonconformity.

10 4. By design, the diesel particulate filter requires higher-speed driving to
11 properly regenerate soot accumulated in the filter.

12 5. JLRNA demonstrated that the diesel particulate filter is able to
13 regenerate accumulated soot.

14 6. All of the concerns Plaintiff complained of were caused by Plaintiff's
15 driving habits.

16 7. The Court found that Plaintiff's assertions that she had driven the
17 subject vehicle in the manner specified in the Owner's Handbook lacked credibility.

18 8. The Court additionally found the evidence presented regarding the
19 vehicle's trip data that indicated Plaintiff had drive substantial distances while the
20 diesel particulate filter indicated high-speed driving was required to regenerate
21 further discredited Plaintiff's testimony.

22 7. There are no defects or nonconformities in the subject vehicle's diesel
23 particulate filter or associated components covered by the JLRNA warranty.

24 **FINDINGS OF LAW**

25 1. JLRNA provided a limited express warranty covering defects in
26 manufacturing or workmanship in the 2017 Range Rover.

27 2. Plaintiff failed to meet her burden to show that the vehicle was not of
28 the same quality as those generally acceptable in the trade.

1 3. Plaintiff failed to meet her burden to show that the 2017 Range
2 Rover had a nonconformity covered by the express warranty that substantially
3 impaired the use, value or safety of the 2017 Range Rover.

4 4. JLRNA met its burden to show that any substantially impairing nonconformity
5 which may have been present in the 2017 Range Rover was caused by Plaintiff's
6 unauthorized or unreasonable use.

7 5. Plaintiff failed to establish a breach of JLRNA's obligations under an
8 implied warranty.

9 6. Plaintiff failed to establish a breach of JLRNA's obligations under the
10 express warranty.

11 7. Plaintiff failed to establish a violation by JLRNA of its obligations
12 under the Song-Beverly Act.

13 8. Plaintiff is not entitled to any damages under her breach of implied
14 warranty cause of action.

15 9. Plaintiff is not entitled to any damages under her breach of express
16 warranty cause of action.

17 10. Plaintiff is not entitled to any damages under her cause of action for
18 violation of the Song-Beverly Act.

19 DATED: October 3, 2019

By:



20 **STEPHEN V. WILSON**
21 **U.S. DISTRICT JUDGE**