Maybe It Cannot Drive Itself: Why Companies Must Watch How They Market Self-Driving and Automation Technology

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For companies that build and sell advanced driver-assistance and automation technology, marketing is no longer only a sales function. It is a source of legal exposure. Two federal court decisions issued in 2025 against Tesla, Inc. show how a company's own words about what its technology can do became the center of both a consumer class action and product liability suit alleging wrongful death. The message for any company marketing automation technology, in vehicles or elsewhere, is direct: Words used to describe a product's capabilities will be read, relied on, and litigated.

Two Cases, One Common Thread

In re Tesla Advanced Driver Assistance Systems Litigation, 350 F.R.D. 119 (N.D. Cal. 2025) ("*ADAS*"). The Northern District of California certified classes of California consumers who paid for Tesla's "Full Self-Driving" package. The claims arise under California's Unfair Competition Law, Consumer Legal Remedies Act, and False Advertising Law, along with fraud, negligent misrepresentation, and negligence. *Id.* at 126. The core of the case is a single statement, repeated on Tesla's website from October 2016 until August 2024 and echoed at a press conference, in a blog post, in a newsletter, and on an earnings call: that all Tesla vehicles produced had the hardware needed for full self-driving capability. *Id.* at 127, 131.

Benavides v. Tesla, Inc., 804 F. Supp. 3d 1242 (S.D. Fla. 2025). The Southern District of Florida allowed design defect and failure-to-warn claims, and a demand for punitive damages, to proceed to trial after a 2019 Model S operating with Tesla's "Autopilot" function struck a parked vehicle in Key Largo, killing one pedestrian and seriously injuring another. *Id.* at 1258. Although the driver admitted he had dropped his phone and run a stop sign, the court refused to

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treat him as the sole cause. *Id.* at 1258–59, 1299. Among other things, the plaintiffs argued that the name "Autopilot" was a confusing misnomer and that any obvious risks were contradicted by Tesla's own marketing of its cars. *Id.* at 1300.

One case concerns economic loss, and the other concerns death and injury. But both turn on the same question: What did the company lead people to believe its technology could do? Read together, these decisions offer three important lessons applicable to companies developing and marketing emerging technologies, particularly in the mobility space.

Lesson One: Capability Claims Are Treated as Facts, Not Puffery

Companies often assume that aspirational language about future technology will be dismissed as sales talk. The *ADAS* court rejected that assumption. Tesla offered testimony from customers who viewed the hardware statement as "mere puffery," but the court held that materiality is an objective question and that this testimony did not undermine the common evidence of materiality. *ADAS*, 350 F.R.D. at 133–34. The plaintiffs' marketing expert explained that the statement was material because it came from credible speakers (the company and its CEO), was conveyed consistently across multiple channels, went to the product's core qualities, and was a clear promise. *Id.* at 133. The practical takeaway is that a specific, factual-sounding claim about a product's present capability, such as "the hardware needed for full self-driving," will be judged as a representation of fact.

The *ADAS* decision draws a useful line. The hardware statement supported class certification because it lived on the website's Autopilot page for roughly eight years, and Tesla sells directly to consumers, making its website the principal source of product information. *ADAS*, 350 F.R.D. at 131. Unlike other car manufacturers, which use traditional mass advertising and independent dealerships, Tesla requires consumers to use its website to purchase a vehicle and obtain pertinent product information. *Id.* at 126, 131. By contrast, the CEO's "cross-country" self-driving

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prediction, which he made at one press conference and repeated in a handful of tweets, did not support classwide exposure. *Id.* at 132–33. The court even limited the class period to the time the hardware statement was on the website, ending it in July 2024. *Id.* at 131 n.2. Companies should therefore pay closest attention to the content of their primary point-of-sale channels, such as product pages, configurators, and ordering flows.

Lesson Two: Product Names and Labels Carry Their Own Message

Product names such as "Autopilot" and "Full Self-Driving" are not neutral. In *Benavides*, the plaintiffs contended that the dangers of Autopilot were not open and obvious because the term itself can be confusing, and they pointed to the driver's testimony that he bought the highest package available, believing it would keep him in his lane, avoid crashes, and direct him where he needed to go. 804 F. Supp. 3d at 1300. The court denied summary judgment on failure to warn and held that the record supported a finding that Autopilot's design led drivers, and this driver in particular, to become complacent and over-rely on the system. *Id.* at 1299, 1303–04. A company that names a product in a way that implies autonomy may find it difficult to argue later that the limits of that autonomy were obvious to every user.

Lesson Three: Disclaimers Will Not Necessarily Cure an Overstatement

Both courts were unpersuaded that fine print neutralized the headline message. In *ADAS*, Tesla pointed to its disclosure that full self-driving functionality depended on "validation and regulatory approval" and to manuals and contracts making clear the technology was for driver assistance. The court held that a consumer could believe that the car had the necessary hardware and that the feature would arrive only after regulatory approval, while also believing that the manuals described current capabilities rather than the future capability being promoted. *ADAS*, 350 F.R.D. at 133.

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In fact, the disclaimer itself became evidence against Tesla. The court found that whether the "regulatory approval" language lulled consumers into believing the delay was regulatory rather than technical was a question for common proof, particularly because the plaintiffs presented evidence that Tesla had never applied for the regulatory approval needed to deploy a Level 3 or higher vehicle in California. *ADAS*, 350 F.R.D. at 128, 134–35. That theory helped keep limitations defenses from defeating class certification. *Id.* at 134–35.

In *Benavides*, Tesla argued its warnings were accurate, clear, and adequate as a matter of law, and that the driver acknowledged the limitations on first use of Tesla's driver-assistance features. 804 F. Supp. 3d at 1300. The court nonetheless sent the warning claim to the jury. Although the court noted 16 separate warnings in the owner's manual, it made the sufficiency of the manual a jury question because the manual was available only electronically and the placement and accessibility of the warnings within it were questionable. *Id.* at 1304–08. Additionally, the court noted that the warnings on the vehicle display "do not contain any warning as to the risk associated with failing to adhere to the directive contained therein and, therefore, are more akin to instructions than warnings." *Id.* at 1306.

Key Takeaway

The Tesla decisions show that courts will examine automation marketing closely and will not let disclaimers, user agreements, or the driver's own fault automatically shield a company from liability for what it told the public. Companies that develop and sell self-driving and automation technology should treat every capability claim, product name, and executive statement as a potential exhibit. Careful, accurate, and consistent language is not only good marketing practice but a necessary part of managing litigation risk.

If your company is launching a product or marketing campaign and would like help evaluating product claims and warnings for potential litigation exposure, please contact the author or any attorney with FBT Gibbons' Mobility team.

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