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ATTORNEYS AT LAW
LOS ANGELES

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Attorneys for Defendant
TESLA, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Caleb Mendoza; Eduardo Mendoza and
Maria Mendoza; and Estate of Genesis
Giovanni Mendoza Martinez, by and
through its personal representatives,
Eduardo and Maria Elena Mendoza,

Plaintiffs,

vs.

Tesla, Inc., a Delaware corporation, and
DOES 1 through 100, inclusive,

Defendants.

Case No. 5:24-cv-08738

(Removed from Contra Costa County Superior
Court – Case No. C24-02690)

**DEFENDANT TESLA, INC.’S NOTICE OF
REMOVAL TO THE UNITED STATES
DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA
UNDER 28 U.S.C. § 1332, DIVERSITY
JURISDICTION**

Action Filed: October 9, 2024

TO THE CLERK OF THE NORTHERN DISTRICT OF CALIFORNIA:

Defendant Tesla, Inc. (Tesla) hereby removes this case to the United States District Court for the Northern District of California pursuant to 28 U.S.C. §§ 1441 and 1446. This Court has original jurisdiction over the civil lawsuit because it involves citizens of different states, and the amount in

1 controversy exceeds \$75,000, exclusive of interest and costs. In support of its Notice of Removal, Tesla
2 states as follows:

3 **FACTUAL BACKGROUND**

4 1. On October 9, 2024, Plaintiffs Caleb Mendoza, Eduardo Mendoza, Maria Mendoza and
5 the Estate of Genesis Giovanni Mendoza Martinez (Plaintiffs), filed a Complaint in the Contra Costa
6 County Superior Court entitled: *Mendoza, et al. v. Tesla, Inc.*, Case No. C24-02690 alleging (1) strict
7 products liability, (2) negligent products liability, (3) negligent misrepresentation, (4) fraudulent
8 misrepresentation, (5) concealment, (6) negligent infliction of emotional distress, and (7) wrongful
9 death causes of action against Tesla stemming from an automobile accident that occurred on February
10 18, 2023, on Interstate 680 in California. (Pls'. Summons and Compl. attached as Ex. A to Declaration
11 of Trevor C. Zeiler (Zeiler Decl.).)

12 2. Tesla is the only defendant to this action.

13 3. Tesla submitted its Answer to Plaintiffs' Complaint, for filing, on December 4, 2024, in
14 the Contra Costa County Superior Court. (Zeiler Decl. ¶ 5, Ex. C.)

15 **DIVERSITY JURISDICTION**

16 **Diversity of Citizenship Exists**

17 4. Plaintiffs Caleb Mendoza, Eduardo Mendoza, and Maria Mendoza allege they are
18 citizens of Bethal Island, County of Contra Costa, California. (Compl. ¶¶ 1, 2.) Decedent Genesis
19 Giovanni Mendoza Martinez was a resident of Pittsburg, County of Contra Costa, California at the time
20 of his death. (Compl. Ex. A.) A party's place of residence is prima facie evidence of domicile. *State*
21 *Farm Mut. Auto. Ins. Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir. 1994). Plaintiffs Eduardo Mendoza and
22 Maria Mendoza are personal representatives of the Estate of Genesis Giovanni Mendoza Martinez.
23 (Compl. ¶ 4.) For purposes of diversity jurisdiction, the legal representative of an estate has the same
24 citizenship as the decedent. 28 U.S.C. § 1332(c)(2).

25 5. Tesla is now, and was at the time the Complaint was filed, a corporation incorporated in
26 the state of Texas with its principal place of business in the state of Texas, as recognized by the United
27 States District Court for the Northern District of California. (Zeiler Decl. ¶¶ 6, 7, 8, Ex. D, E, F; *Monet*
28 *v. Tesla, Inc.*, No. 5:22-cv-00681-EJD, 2022 WL 2714969 (N.D. Cal. July 13, 2022) (denying motion

1 to remand because at the time plaintiff filed the complaint, Tesla was a citizen of Texas and Delaware);
2 *Sare v. Tesla, Inc.*, No. 2:22-cv-00547-JAM-CKD, 2022 WL 2817422 (E.D. Cal. July 18, 2022)
3 (denying motion to remand after finding Tesla’s principal place of business is now in Austin, Texas.).

4 6. A corporation’s “‘principal place of business’ is best read as referring to the place where
5 a corporation’s officers direct, control, and coordinate the corporation’s activities. It is the place that
6 Courts of Appeals have called the corporation’s ‘nerve center.’” *Hertz Corp. v. Friend*, 559 U.S. 77,
7 92-93 (2010).

8 7. On December 1, 2021, almost exactly three years ago, Tesla officially moved its
9 headquarters from 3500 Deer Creek Road in Palo Alto, California, to 13101 Harold Green Road,
10 Austin, Texas (later 1 Tesla Road in Austin, Texas). (Zeiler Decl. ¶ 7, Ex. E.) Austin, Texas is the
11 location of Tesla’s “Gigafactory,” a colossal manufacturing plant that covers 2,500 acres, with over 10
12 million square feet of factory floor and cost over \$1 billion to build. Tesla broke ground on this facility
13 on July 15, 2020. In 2020, there were 98 full-time Tesla employees on site in additions to hundreds
14 more contingent staff. By 2021 the full-time employee headcount increased to approximately 2,500.
15 Tesla received permits to begin vehicle production on December 6, 2021.

16 8. Texas is the location where two of Tesla’s high level corporate officers—including its
17 CEO and CFO—direct, control, and coordinate the company’s activities. Tesla’s CEO and CFO have
18 worked out of Austin, Texas since prior to the filing of Plaintiffs’ Complaint. Tesla’s CEO—Elon
19 Musk—confirmed that he had moved to Texas by December 8, 2020. As CEO, Mr. Musk is involved
20 in many facets of product design, engineering, and global manufacturing of Tesla’s electric vehicles,
21 battery products and solar energy products, and has done so from Gigafactory Texas since early
22 2021. Other company leadership, who report directly to Mr. Musk that are based in Gigafactory
23 Texas include: (1) the Head of Tesla’s Legal Department; (2) Tesla’s Vice President of Employee
24 Health and Safety; and (3) and Tesla’s General Counsel and Corporate Secretary. In addition, there
25 are a number of other VP/Director level employees who have been working out of Austin for many
26 months.

27 9. Thus, there is complete diversity of citizenship pursuant to 28 U.S.C. § 1332 (a)(1)
28

1 because Plaintiffs are citizens of Contra Costa County, California and Tesla is a citizen of Texas.¹

2 **The Amount in Controversy is Satisfied**

3 10. “[A] defendant’s notice of removal need include only a plausible allegation that the
4 amount in controversy exceeds the jurisdictional threshold,” and “[e]vidence establishing the amount
5 is required by § 1446(c)(2)(B) only when the plaintiff contests, or the court questions, the defendant’s
6 allegation.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014).

7 11. Plaintiffs allege Genesis Giovanni Mendoza Martinez died and Caleb Mendoza was
8 seriously injured in a motor vehicle collision when the Tesla Model S collided with a firetruck. (Compl.
9 p. 13:19-20 and ¶ 52.) Plaintiffs further allege that “the Subject Vehicle sustained major frontal damage,
10 crushing Giovanni’s body. Giovanni survived, at least momentarily, but subsequently died from the
11 injuries he sustained in the collision.” (*Id.* ¶ 53.) No other facts are plead that detail Plaintiffs’ injuries
12 as a result of the accident.

13 12. Plaintiffs seek economic, noneconomic, and punitive damages. (*Id.* p. 36:8-10).

14 13. While Tesla does not concede or admit that any claims for any amounts have legal or
15 factual merit, it is evident from the Complaint that the amount in controversy exceeds the jurisdictional
16 threshold due to the death of Genesis Giovanni Mendoza Martinez and alleged serious injuries
17 sustained by Caleb Mendoza from the vehicle collision described above. There is a preponderance of
18 the evidence from the face of the Complaint that the amount in controversy exceeds \$75,000.00,
19 exclusive of interest and costs. (See also, Compl. ¶ 12 (“[t]he amount in controversy is *well in excess*
20 of the Court’s jurisdictional threshold of \$35,00.”)(Emphasis added).))

21 **PROCEDURAL REQUIREMENTS**

22 14. Tesla, the only named defendant, was served with the Complaint on November 4, 2024.
23 Tesla filed this notice of removal within 30 days of the service of the summons and Complaint. (Zeiler
24 Decl. ¶ 4, Ex. B.) Thus, removal of this lawsuit is timely under 28 U.S.C. § 1446.

25 15. The Superior Court of the State of California for the County of Contra Costa is located
26 in the Northern District of California. Therefore, venue is proper under 28 U.S.C. § 84 because this is

27 _____
28 ¹ “Doe” defendants shall be disregarded for removal purposes. See, *Bryant v. Ford Motor Co.*, 886
F.2d 1526, 1528 (9th Cir. 1989).

1 the “district and division with which such action is pending....” (28 U.S.C. § 1446(a).)

2 16. Under 28 U.S.C. § 1446(d), a copy of this notice of removal is being served upon counsel
3 for Plaintiffs, and a copy is being filed with the clerk of the Superior Court of the State of California
4 for the County of Contra Costa.

5 17. A copy of all process, pleadings, and orders filed in state court are attached hereto, as
6 required by 28 U.S.C. § 1446(a). (Zeiler Decl. ¶ 3, Ex. A.)

7 **CONCLUSION**

8 18. This Court has original jurisdiction under 28 U.S.C. § 1332 since there is complete
9 diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive
10 of interest and costs, and removal jurisdiction under 28 U.S.C. § 1441 since all the requirements for
11 removal have been met.

12 19. Having met all of the requirements for removal under 28 U.S.C. §§ 1441 and 1446, the
13 defendant, Tesla, requests that this Court assume complete jurisdiction in this matter.

14 Dated: December 4, 2024

Respectfully submitted,

15
16 **NELSON MULLINS RILEY & SCARBOROUGH
LLP**

17 By: /s/ Trevor C. Zeiler

18 Sandra G. Ezell
19 Ian G. Schuler
20 Trevor C. Zeiler
Attorneys for Defendant
TESLA, INC.

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Nelson Mullins Riley & Scarborough LLP and my business address is 19191 South Vermont Avenue, Suite 900, Torrance, CA 90502.

On December 4, 2024 I served the foregoing document entitled **DEFENDANT TESLA, INC.'S NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA UNDER 28 U.S.C. § 1332, DIVERSITY JURISDICTION** on all the appearing and/or interested parties in this action by placing the original a true copy thereof as follows:

[by MAIL] - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

[by FAX] - I caused the aforementioned document(s) to be telefaxed to the aforementioned facsimile number(s). The machine printed a record of the transmission, and no error was reported by the machine.

[by FEDERAL EXPRESS] - I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.


[by ELECTRONIC SUBMISSION] - By transmitting such document(s) electronically from my e-mail address at Nelson Mullins Riley & Scarborough LLP to the person(s) at the electronic mail addresses listed above pursuant to Emergency Rule 12 and/or the agreement of the parties.

[by ELECTRONIC SUBMISSION] - I served the above listed document(s) described via the United States District Court's Electronic Filing Program on the designated recipients via electronic transmission through the CM/ECF system on the Court's website. The Court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document(s). Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities.

[by PERSONAL SERVICE] - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with [attorney service].

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed December 4, 2024 at Whittier, California.

ELIZABETH VELASQUEZ By: 
Print Name Signature

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

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SERVICE/MAILING LIST

Caleb Mendoza, et al. v. Tesla, Inc.

Contra Costa County Superior Court Case No.: C24-02690

<p>SINGLETON SCHREIBER, LLP Brett J. Schreiber, Esq. Srinvas Hanumadass, Esq. Carmela Birnbaum, Esq. 591 Camino de la Reina, Suite 1025 San Diego, CA 92108</p>	<p>ATTORNEYS FOR PLAINTIFFS</p> <p>Tel: (619) 771-3473 Fax: (619) 255-1515 Email: bschreiber@singletonschreiber.com vas@singletonschreiber.com cbirnbaum@singletonschreiber.com</p>
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Telephone: 424.221.7400
Facsimile: 424.221.7499

Attorneys for Defendant
TESLA, INC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Caleb Mendoza; Eduardo Mendoza and
Maria Mendoza; and Estate of Genesis
Giovanni Mendoza Martinez, by and
through its personal representatives,
Eduardo and Maria Elena Mendoza,

Plaintiffs,

vs.

Tesla, Inc., a Delaware corporation, and
DOES 1 through 100, inclusive,

Defendants.

Case No. 5:24-cv-08738

(Removed from Contra Costa County Superior
Court – Case No. C24-02690)

**DECLARATION OF TREVOR C. ZEILER
IN SUPPORT OF DEFENDANT TESLA,
INC.’S NOTICE OF REMOVAL TO THE
UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF
CALIFORNIA UNDER 28 U.S.C. § 1332,
DIVERSITY JURISDICTION**

Action Filed: October 9, 2024

I, Trevor C. Zeiler, declare as follows:

1. I am an attorney admitted to practice before all courts of the State of California and the Northern District Court. I am an attorney employed by Nelson Mullins Riley & Scarborough LLP, attorneys of record for defendant Tesla, Inc. (Tesla). I have knowledge of all the facts set forth herein,

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

1 and if called upon to do so by the court, could and would testify competently thereto.

2 2. I make this declaration in support of Tesla’s Notice of Removal to the United States
3 District Court for the Northern District of California.

4 3. Attached hereto as **Exhibit “A”** is a true and correct copy of Plaintiffs’ Complaint
5 entitled *Mendoza, et al. v. Tesla, Inc.*, Case No. C24-02690, and the Summons served on Tesla.

6 4. Attached hereto as **Exhibit “B”** is a true and correct copy of the proof of service of
7 the Summons and Complaint indicating service was made on Tesla, the only named defendant,
8 through its designated agent for service of process, CT Corporation System on November 4, 2024.

9 5. Attached hereto as **Exhibit “C”** is a true and correct copy of Tesla’s Answer to
10 Plaintiffs’ Complaint submitted for filing on December 4, 2024, in the Contra Costa County
11 Superior Court.

12 6. Attached hereto as **Exhibit “D”** is a true and correct copy of the Statement of
13 Information and business entity detail for Tesla, Inc. obtained from the official website for the
14 California Secretary of State on December 2, 2024. The Statement of Information indicates that
15 Tesla, Inc. is a corporation incorporated in Texas, with its principal office in Texas, and its Chief
16 Executive Officer and Chief Financial Officer are based out of Texas.

17 7. Attached here to as **Exhibit “E”** is a true and correct copy of Tesla’s Securities and
18 Exchange Act Commission Form 8-K, which was filed December 1, 2021, and states: “On
19 December 1, 2021, Tesla, Inc. relocated its corporate headquarters to Gigafactory Texas at 13101
20 Harold Green Road, Austin, Texas 78725.” Upon information and belief, 13101 Harold Green Road,
21 Austin, Texas has since been renamed to 1 Tesla Road in Austin, Texas.

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NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Nelson Mullins Riley & Scarborough LLP and my business address is 19191 South Vermont Avenue, Suite 900, Torrance, CA 90502.

On December 4, 2024 I served the foregoing document entitled **DECLARATION OF TREVOR C. ZEILER IN SUPPORT OF DEFENDANT TESLA, INC.'S NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA UNDER 28 U.S.C. § 1332, DIVERSITY JURISDICTION** on all the appearing and/or interested parties in this action by placing the original a true copy thereof as follows:

[by MAIL] - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

[by FEDERAL EXPRESS] - I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.

[by ELECTRONIC SUBMISSION] - By transmitting such document(s) electronically from my e-mail address at Nelson Mullins Riley & Scarborough LLP to the person(s) at the electronic mail addresses listed above pursuant to Emergency Rule 12 and/or the agreement of the parties.

[by ELECTRONIC SUBMISSION] - I served the above listed document(s) described via the United States District Court's Electronic Filing Program on the designated recipients via electronic transmission through the CM/ECF system on the Court's website. The Court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document(s). Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities.

[by PERSONAL SERVICE] - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with [attorney service].

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed December 4, 2024 at Whittier, California.

ELIZABETH VELASQUEZ
Print Name

By: 
Signature

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SERVICE/MAILING LIST

Caleb Mendoza, et al. v. Tesla, Inc.
Contra Costa County Superior Court Case No.: C24-02690

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NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

EXHIBIT "A"

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Tesla, Inc., a Delaware corporation, and DOES 1 through 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: Caleb Mendoza; Eduardo Mendoza and
(LO ESTÁ DEMANDANDO EL DEMANDANTE): Maria Mendoza; and Estate of Genesis
Giovanni Mendoza Martinez, by and through its personal representatives, Eduardo and Maria Elena Mendoza,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.**

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California, County of Contra Costa, Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553

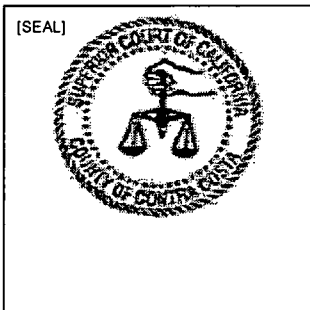
CASE NUMBER: *(Número del Caso):*
C24-02690

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*

Brett J. Schreiber, Esq., Singleton Schreiber, LLP, 591 Camino de la Reina, Ste. 1025, San Diego, CA 92108; (619) 771-3473

DATE: **10/9/2024 4:25 PM** Clerk, by **/s/ C. Jacala**, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

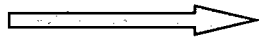
1. as an individual defendant.
2. as the person sued under the fictitious name of *(specify):*
3. on behalf of *(specify):* **Tesla Inc**
 under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other *(specify):*
4. by personal delivery on *(date)*

Superior Court of California, County of Contra Costa

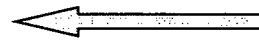
NOTICE TO DEFENDANTS
In Unlimited Jurisdiction Civil Actions

YOU ARE BEING SUED. The packet you have been served should contain:

- a. The Summons
- b. The Complaint
- c. The Notice of Case Management (shows hearing date and time)
- d. Blank: Case Management Statement (Judicial Council Form CM-110)
- e. Blank: Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days (Local Court Form CV-655b)
- f. Alternative Dispute Resolution (ADR) Information (Local Court Form CV-655c-INFO)



WHAT DO I DO NOW?



You must:

1. **Prepare your response** YOU COULD LOSE YOUR CASE—even before it is heard by a judge or before you can defend yourself, if you do not prepare and file a response on time. See the other side of this page for types of responses you can prepare.
2. **Complete the *Case Management Statement* (CM-110)**
3. **File and serve your court papers on time** Once your court forms are complete, you must file 1 original and 2 copies of the forms at court. An adult who is NOT involved in your case must serve one set of forms on the Plaintiff. If you were served in person you must file your response in 30 days. If the server left a copy of the papers with an adult living at your home or an adult in charge at your work or you received a copy by mail you must file your response in 40 days.
4. **Prove you served your court papers on time** by having your server complete a *Proof of Service*, (Judicial Council form POS-040), that must be filed at the court within 60 days.
5. **Go to court** on the date and time given in the *Notice of Case Management Conference*.
6. **Consider trying to settle your case before trial** If you and the other party to the case can agree to use mediation, arbitration or neutral case evaluation, the *Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days* can be filed with your other papers. For more information read the enclosed ADR information, visit www.cc-courts.org/adr, or email adrweb@contracosta.courts.ca.gov.

IMPORTANT! The court recommends consulting an attorney for all or part of your case. While you may represent yourself, lawsuits can be complicated, and the court cannot give you legal advice.

COURT FEES: You must pay court fees the first time you file your papers. If you also file a motion, you must pay another fee. If you cannot afford the fees, you may ask the court to waive (allow you not to pay) fees. Use Judicial Council forms FW-001-INFO [information sheet]; FW-001 [application]; and FW-003 [order].

COURT FORMS: Buy forms at the Law Library (1020 Ward Street, Martinez, CA) or download them for free at: www.courtinfo.ca.gov/forms/

WHAT KIND OF RESPONSES CAN I FILE?

1. If you disagree with some or all of what the plaintiff says in the complaint because you believe, or know it is not true, you can file an **ANSWER**.
2. If you have a claim in the same case against the plaintiff, you may file a **CROSS-COMPLAINT**.
3. If you want to ask the court to do something on your behalf, you may file a **MOTION** (See *TYPES OF MOTIONS* below)

HOW DO I PREPARE AN ANSWER?

There are two kinds of Answers you can use, depending on whether the Complaint was verified. You can tell if a Complaint is verified because it says "Verified Complaint" and/or has a signed oath on the last page.

For complaints that are NOT verified:

Use Judicial Council form PLD-050 – General Denial

For complaints that ARE verified:

- a. For personal injury, property damage, and wrongful death claims, use Judicial Council PLD-PI-003 (do not check number 2).
- b. For contract claims, use Judicial Council PLD-C-010 (do not check number 3a).
- c. Be sure to deny every claim with which you disagree. For example, you might write: "*I believe, or know, that the information in paragraph #__ is untrue/incorrect.*" Continue your list until you have addressed each paragraph in the Complaint.

NOTE: The Judicial Council Answer forms have spaces for your affirmative defenses. Be sure to include them or you may not be able to use them later. To find out what your affirmative defenses might be, go to the law library and ask the librarian to help you find the information you need.

If you want to file a Cross-Complaint, you must do so at the same time you file the Answer.

- a. For a personal injury, property damage, and/or wrongful death Cross-Complaint, use Judicial Council form PLD-PI-002.
- b. For a contract Cross-Complaint, use Judicial Council PLD-C-001.

TYPES OF MOTIONS

Written motions are documents that ask the court to do something. You may have to file an *Answer* at the same time. At this point in the case, you can only make Motions from the following list:

1. **Demurrer** (*the facts stated in the complaint are wrong, or the deadline to file the lawsuit has passed*);
2. **Motion to Strike** (*the complaint is unclear, does not follow the law, "doesn't matter", etc.*);
3. **Motion to Transfer** (*the complaint is in the wrong court or there's a more appropriate court*);
4. **Motion to Quash Service of Summons** (*you were not legally served*);
5. **Motion to Stay** (*put the case on hold*); or
6. **Motion to Dismiss** (*stops the case*).

NOTE: Motions are very complicated and you may want to hire a lawyer to help you.

WHERE CAN I GET MORE HELP?

- **Lawyer Referral Service:** (925) 825-5700
- **Bay Area Legal Aid:** (800) 551-5554
- **Contra Costa County Law Library** Martinez: (925) 646- 2783 Richmond: (510) 374-3019
- **Ask the Law Librarian:** www.247ref.org/portal/access_law3.cfm

Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse
725 Court Street
Martinez CA 94553
925-608-1000
www.cc-courts.org



K. Bieker
Court Executive Officer

**NOTICE OF HEARING HAS BEEN PRINTED FOR THE FOLLOWING ATTORNEYS/FIRMS OR PARTIES FOR
CASE NUMBER: C24-02690 ON 10/14/2024:**

**BRETT SCHREIBER
591 CAMINO DE LA REINA
STE 1025
SAN DIEGO CA 92108**

Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse
 725 Court Street
 Martinez CA 94553
 925-608-1000
www.cc-courts.org



K. Bieker
 Court Executive Officer

CASE NAME: CALEB MENDOZA VS. TESLA, INC., A DELAWARE CORPORATION		CASE NUMBER: C24-02690
1. NOTICE IS HEREBY GIVEN THAT A CASE MANAGEMENT CONFERENCE IS SET IN THE ABOVE ENTITLED CASE AND WILL BE HELD IN THIS COURT ON:		
HEARING DATE: 02/07/2025	HEARING TIME: 8:30 AM	HEARING LOCATION: DEPARTMENT 12 725 COURT STREET ROOM 301 MARTINEZ, CA 94553
<p>THIS FORM, A COPY OF THE NOTICE TO DEFENDANTS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT STATEMENT, AND A BLANK ADR CASE MANAGEMENT STIPULATION AND ORDER FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.</p> <p>2. YOU MAY STIPULATE TO AN EARLIER CASE MANAGEMENT CONFERENCE. IF ALL PARTIES AGREE TO AN EARLY CASE MANAGEMENT CONFERENCE, PLEASE CONTACT THE COURT CLERK'S OFFICE AT (925)608-1000 FOR UNLIMITED CIVIL AND LIMITED CIVIL CASES FOR ASSIGNMENT OF AN EARLIER DATE.</p> <p>3. YOU MUST BE FAMILIAR WITH THE CASE AND BE FULLY PREPARED TO PARTICIPATE EFFECTIVELY IN THE CASE MANAGEMENT CONFERENCE AND TO DISCUSS THE SUITABILITY OF THIS CASE FOR THE EASE PROGRAM, PRIVATE MEDIATION, BINDING OR NON-BINDING ARBITRATION, AND/OR USE OF A SPECIAL MASTER.</p> <p>4. AT ANY CASE MANAGEMENT CONFERENCE THE COURT MAY MAKE PRETRIAL ORDERS INCLUDING THE FOLLOWING:</p> <ul style="list-style-type: none"> a) AN ORDER ESTABLISHING A DISCOVERY SCHEDULE b) AN ORDER REFERRING THE CASE TO ARBITRATION c) AN ORDER TRANSFERRING THE CASE TO LIMITED JURISDICTION d) AN ORDER DISMISSING FICTITIOUS DEFENDANTS e) AN ORDER SCHEDULING EXCHANGE OF EXPERT WITNESS INFORMATION f) AN ORDER SETTING SUBSEQUENT CONFERENCE AND THE TRIAL DATE g) AN ORDER CONSOLIDATING CASES h) AN ORDER SEVERING TRIAL OF CROSS-COMPLAINTS OR BIFURCATING ISSUES i) AN ORDER DETERMINING WHEN DEMURRERS AND MOTIONS WILL BE FILED <p style="text-align: center;"><u>SANCTIONS</u></p> <p>IF YOU DO NOT FILE THE CASE MANAGEMENT STATEMENT OR ATTEND THE CASE MANAGEMENT CONFERENCE OR PARTICIPATE EFFECTIVELY IN THE CONFERENCE, THE COURT MAY IMPOSE SANCTIONS (INCLUDING DISMISSAL OF THE CASE AND PAYMENT OF MONEY).</p>		

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY

I DECLARE UNDER PENALTY OF PERJURY THAT I AM NOT A PARTY TO THE WITHIN ACTION OR PROCEEDING; THAT ON THE DATE BELOW INDICATED, I SERVED A COPY OF THE FOREGOING NOTICE BY DEPOSITING SAID COPY ENCLOSED IN A SEALED ENVELOPE WITH POSTAGE THEREON FULLY PREPAID IN THE UNITED STATES MAIL AT MARTINEZ, CALIFORNIA AS INDICATED ABOVE.

DATE: 10/14/2024

BY: _____
 C. JACALA, DEPUTY CLERK

1 Brett J. Schreiber, Esq. (SBN 239707)
2 Srinivas Hanumadass, Esq. (SBN 228547)
3 Carmela Birnbaum, Esq. (SBN 190495)
4 Singleton Schreiber, LLP
5 591 Camino de la Reina, Ste. 1025
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7 Tel: (619) 771-3473 Fax: (619) 255-1515
8 bschreiber@singletonschreiber.com
9 vas@singletonschreiber.com
10 cbirnbaum@singletonschreiber.com

Per local Rule, This case is assigned to Judge Treat, Charles S, for all purposes.

SUMMONS ISSUED

11 Attorneys for Plaintiffs Caleb Mendoza, Eduardo Mendoza and Maria Mendoza,
12 and Estate of Genesis Giovanni Mendoza Martinez, by and through its personal
13 representatives Eduardo and Maria Elena Mendoza

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF CONTRA COSTA

16 Caleb Mendoza; Eduardo Mendoza and
17 Maria Mendoza; and Estate of Genesis
18 Giovanni Mendoza Martinez, by and
19 through its personal representatives,
20 Eduardo and Maria Elena Mendoza,

21 Plaintiffs,

22 v.

23 Tesla, Inc., a Delaware corporation, and
24 DOES 1 through 100, inclusive,

25 Defendants.

26 Case No.: C24-02690

27 Complaint for Damages

- 28 1. Strict Products Liability
- 29 2. Negligent Products Liability
- 30 3. Negligent Misrepresentation
- 31 4. Fraudulent Misrepresentation
- 32 5. Concealment
- 33 6. Negligent Infliction of Emotional Distress
- 34 7. Wrongful Death

JURY TRIAL DEMANDED

35 Plaintiffs CALEB MENDOZA, EDUARDO and MARIA MENDOZA, and ESTATE OF
36 GENESIS GIOVANNI MENDOZA MARTINEZ, by and through its personal representatives
37 Eduardo and Maria Elena Mendoza allege on information and belief as follows:

38 **PARTIES**

- 39 1. Plaintiff CALEB MENDOZA ("Plaintiff" or "Mendoza") is an adult, and at all times
40 was, an adult citizen of California who resides on Bethal Island, County of Contra Costa in California.
- 41 2. Plaintiffs EDUARDO and MARIA MENDOZA are, and at all times were, adult
42 citizens of California who reside on Bethal Island, County of Contra Costa in California. Plaintiffs
43 are the mother and father of Decedent GENESIS GIOVANNI MENDOZA MARTINEZ

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1 (“Giovanni”).

2 3. GENESIS GIOVANNI MENDOZA MARTINEZ (“Giovanni”) was born June 21,
3 1991. He died at the age of 33 years old as a direct and proximate result of the misconduct of the
4 Defendants as alleged herein. Prior to his death, Giovanni suffered damages as a direct and proximate
5 result of the misconduct of the Defendants as alleged herein.

6 4. Plaintiffs Eduardo and Maria Elena Mendoza in their capacity as personal
7 representatives of the ESTATE OF GENESIS GIOVANNI MENDOZA MARTINEZ, brings a
8 survival action pursuant to Code of Civil Procedure section 337.30 to recover the damages Giovanni
9 suffered prior to his death.

10 5. Defendant TESLA, INC. (“Tesla”) is a Delaware corporation that had its principal
11 place of business in Palo Alto, California, from approximately 2003 until December 1, 2021, at which
12 point it moved its principal place of business to Austin, Texas. Tesla designs, develops, manufactures,
13 tests, markets, distributes, sells, and leases electric vehicles under the brand name “Tesla.” It also
14 offers services related to those vehicles, including designing, developing, and periodically sending
15 over-the-air updates for advanced driver assistance systems (“ADAS”) software in Tesla vehicles.
16 Tesla was the manufacturer of a Tesla Model S with license number 7HSJ063 and VIN
17 5YJSA1H10EFP44876, referenced throughout this complaint as the “Subject Vehicle.”

18 **DOE PARTIES**

19 6. The true names or capacities, whether individual, corporate, associate, or otherwise
20 of Defendants Does 1 to 100, inclusive and/or the factual bases of liability of Defendants Does 1
21 through 100 are unknown and Plaintiffs therefore sue said defendants by such fictitious names
22 pursuant to the Code of Civil Procedure section 474. Plaintiffs will seek to amend this Complaint to
23 allege the true names and capacities when the same have been ascertained.

24 7. Plaintiffs are informed and believe that each defendant named herein as a DOE is
25 responsible in some manner for the events, occurrences, and circumstances that form the basis of
26 this suit, in that each defendant designated herein as a DOE is responsible, negligently or in some
27 other actionable manner, for the events and happenings hereinafter referred to and caused injuries
28 and damages proximately thereby to Plaintiffs either through said Defendants’ own negligent conduct

1 or through the conduct of their agents, servants, or employees. As used herein the term “Defendants”
2 means all Defendants, including DOES 1 to 100, both jointly and severally, and references by name
3 to any named Defendant shall include all Defendants, both jointly and severally.

4 8. Plaintiffs are informed and believe and thereon allege that, at all times mentioned
5 herein, Defendants and each of them, were the agents, servants, employees, joint venturers, or
6 contractors of their co-defendants, and in doing the facts herein alleged they were acting within the
7 scope, course and authority of said agency, employment, contract, or joint venture. Each and every
8 defendant, as aforesaid, when acting as a principal, actively participated in, controlled, authorized,
9 aided and abetted, incited, compelled, coerced, directed, or subsequently ratified and/or adopted,
10 each and all of the acts or conduct alleged herein, with full knowledge of all the facts and
11 circumstances, including, but not limited to, full knowledge of each and all of the violations of
12 Plaintiffs’ rights and the damages to Plaintiff proximately caused thereby.

13 **JURISDICTION & VENUE**

14 9. The California Superior Court has jurisdiction over this action pursuant to California
15 Constitution Article VI, Section 10 which grants the Superior Court “original jurisdiction in
16 all causes except those given by statute to other trial courts.”

17 10. Tesla is subject to the personal jurisdiction of the courts of the State of California as
18 this lawsuit arises out of, and is directly related to, Tesla’s business activities in the State of California.

19 11. Venue is proper in this Court pursuant to California Code of Civil Procedure Section
20 395 in that the injury to Plaintiffs occurred within the County of Contra Costa.

21 12. The amount in controversy is well in excess of the Court’s jurisdictional threshold of
22 \$35,000.

23 **FACTUAL ALLEGATIONS**

24 **1. Tesla continuously misrepresented its cars’ ability to provide safe, autonomous**
25 **driving despite an awareness of the deadly consequences.**

26 13. For the past decade, the auto industry has been developing autonomous vehicle
27 technology.

28 14. SAE International (“SAE”), is a U.S.-based professional association and standards

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1 development organization. In 2014, SAE took a leading role in the development of autonomous
 2 vehicle technology standards by publishing the initial version of *SAE J3016 Recommended Practice:
 3 Taxonomy and Definitions for Terms Related to Driving Automation Systems for On-Road Motor Vehicles*,
 4 commonly referred to as the SAE Levels of Driving Automation (“SAE Levels”).

5 15. The SAE Levels provide a taxonomy of vehicle driving automation systems with
 6 detailed definitions for six levels for driving automation, ranging from no driving automation (SAE
 7 Level 0) to full driving automation (SAE Level 5).¹ The SAE Levels can be summarized as follows:

- 8 • **Level 0—No Driving Automation:** The human driver performs all driving
 9 tasks (steering, acceleration, braking, etc.), although vehicles may have safety
 features like automatic emergency braking and forward collision warning.
- 10 • **Level 1—Driver Assistance:** The vehicle has features that provide a small
 11 degree of automation over the vehicle’s acceleration, braking, or steering (e.g.,
 adaptive cruise control, lane-keeping assistance).
- 12 • **Level 2—Partial Driving Automation:** The vehicle can perform multiple
 13 driving tasks (e.g., acceleration, steering) but remains under the human
 driver’s constant supervision, responsibility, and control.
- 14 • **Level 3—Conditional Driving Automation:** The vehicle can take full
 15 control of certain driving tasks such that the human driver need not remain
 constantly alert but must be ready to intervene upon request from the vehicle.
- 16 • **Level 4—High Driving Automation:** The vehicle can perform all driving
 17 tasks in specific locations or environments, but human override is still an
 option.
- 18 • **Level 5—Full Driving Automation:** The vehicle can perform all driving
 19 tasks under all conditions, with zero human attention or interaction required.

20 16. SAE refers to Level 1 and 2 technologies as systems or features that provide “driver
 21 support,” but reserves the term “automated driving” for Levels 3, 4, and 5.

22 17. The SAE levels are a widely accepted international standard and have been adopted
 23 by regulatory agencies such as the National Transportation Safety Board (“NTSB”), National
 24 Highway Traffic Safety Administration (“NHTSA”), and U.S. Department of Transportation.

25 18. Tesla began equipping its vehicles with ADAS technology in 2014. Specifically, Tesla
 26 began equipping vehicles hardware that was intended to allow vehicles to automate some steering,

27
 28 ¹ SAE International, *Taxonomy and Definitions for Terms Related to Driving Automation
 Systems for OnRoad Motor Vehicles* (revised Apr. 30, 2021),
https://www.sae.org/standards/content/j3016_202104

1 braking, and acceleration functions, although the software to control those functions was not yet
2 available.

3 19. At all times relevant to this complaint, Tesla’s ADAS technology has only ever been
4 capable of SAE Level 2 autonomy. Tesla’s ADAS technology relies primarily on cameras and image-
5 recognition software with limited assistance from a single forward-facing radar unit. By contrast,
6 Level 3 and 4 systems rely on a more robust and expensive combination of cameras, multiple radar
7 units, and one or more light-detection-and-ranging (“LIDAR”) units. The general consensus among
8 autonomous vehicle experts is that truly autonomous, self-driving cars cannot be achieved without
9 some reliance on lidar technology. But Tesla has refused to use this technology because of expense
10 and aesthetics.

11 20. Consistent with the Level 2 limitations of its system, Tesla originally called its ADAS
12 features “advanced driver assistance.”

13 21. But in or about 2014 or 2015, a group of Tesla officers and directors—including
14 Tesla’s CEO, Elon Musk—decided to change the name to “Autopilot.” Tesla engineers expressed
15 concerns that the name was misleading and suggested less misleading options such as “Copilot.”
16 Musk and other Tesla officers and directors rejected those concerns and suggestions.² Musk and
17 other Tesla officers and directors favored “Autopilot” specifically because they believed the public
18 would associate it with truly self-driving cars, and that the perception Tesla was making self-driving
19 cars would increase sales, attract investments, and drive up Tesla’s stock price.

20 22. As a result, at all times relevant to this complaint, Tesla has marketed its ADAS
21 technology under various names, including “Autopilot,” “Enhanced Autopilot,” and/or “Full Self-
22 Driving Capability,” all of which falsely—and intentionally—imply that the vehicles equipped with
23 such software can operate at SAE Levels 3, 4, and 5, when in reality they are SAE Level 2 at best.
24 Tesla compounded the public misperception that its cars are self-driving by distributing promotional
25 materials and videos that depict Tesla’s vehicles driving themselves with no need for a human driver.

26
27 ² Cade Metz & Neal E. Boudette, “Inside Tesla as Elon Musk Pushed an Unflinching
28 [Vision for Self-Driving Cars,](https://www.nytimes.com/2021/12/06/technology/tesla-autopilot-elon-musk.html) *The New York Times* (Dec. 6, 2021), available at
<https://www.nytimes.com/2021/12/06/technology/tesla-autopilot-elon-musk.html>

1 In June 2014, Tesla's CEO and co-founder, Elon Musk stated during a Shareholder Meeting that
 2 "I'm confident that—in less than a year—you'll be able to go from highway onramp to highway exit
 3 without touching any controls."

4 23. In October 2015, Tesla released its version 7.0 software, which enabled Autopilot on
 5 Model S vehicles. Robert Rose, the head of the Autopilot project, left Tesla shortly before the release.
 6 Evan Nakano, a Tesla Autopilot engineer who had worked on safety features, objected that Autopilot
 7 was not ready for release. When Tesla ignored his concerns, Nakano resigned in protest and wrote a
 8 resignation letter, circulated widely among Tesla employees, that called Autopilot's development
 9 "reckless decision making that has potentially put customer lives at risk."³

10 24. By December 2015, Musk was publicly stating Tesla vehicles would drive themselves
 11 within about two years. He told Fortune magazine, "I think we have all the pieces, and it's just about
 12 refining those pieces, putting them in place, and making sure they work across a huge number of
 13 environments—and then we're done. It's a much easier problem than people think it is."⁴ Musk also
 14 stated, "We're going to end up with complete autonomy, and I think we will have complete autonomy
 15 in approximately two years."

16 25. In January 2016, Musk announced on a conference call with reporters that Autopilot
 17 was "probably better" than a human driver. He stated Tesla vehicles would be able to drive
 18 significantly better than humans within two to three years, and that within approximately two years
 19 drivers would be able to use Tesla's "Summon" feature, which allows drivers to remotely instruct
 20 their vehicle to drive to a specified location, to summon a vehicle from the other side of the country.⁵

23 ³ Ianthe Jeanne Dugan & Mike Spector, "Tesla's Push to Build a Self-Driving Car
 24 Sparked Dissent Among Its Engineers," *The Wall Street Journal* (Aug. 24, 2017), available at
 25 <https://www.wsj.com/articles/teslas-push-to-build-a-self-driving-car-sparks-dissent-among-its-engineers-1503593742>

26 ⁴ Kristen Korosec, "Elon Musk Says Tesla Vehicles Will Drive Themselves in Two
 27 Years," *Fortune* (Dec. 21, 2015), available at <https://fortune.com/2015/12/21/elon-musk-interview/>

28 ⁵ Elon Musk, <https://twitter.com/elonmusk/status/686279251293777920> (Jan. 10, 2016, 12:11 PM).

1 26. As a result of the above, thousands of Tesla drivers relied—and continue to rely—
2 on Tesla’s ADAS technology as though it were capable of Level 3, 4, or 5 self-driving, when in fact
3 it is incapable of safely handling a variety of routine roadway scenarios without driver input.
4 Predictably, this has led—and will continue to lead—to multiple collisions between Teslas and other
5 vehicles or pedestrians, resulting in death or serious bodily injury.

6 27. On January 20, 2016, 23-year-old Gao Yaning, who had a history of relying on
7 Autopilot to drive, was killed in China on the way home from a family wedding when his Tesla Model
8 S crashed at full speed on a highway into the back of a large street sweeper. The facts of the accident
9 strongly indicate that Autopilot was engaged at the time of the crash.⁶

10 28. On May 7, 2016, Joshua Brown was killed in Florida when the Autopilot on his Tesla
11 Model S failed to recognize a tractor-trailer crossing in front of his car, which resulted in Brown’s car
12 striking and passing under the trailer at 74 mph.⁷ The top third of Brown’s car was sheared off.
13 Brown was a Tesla enthusiast who had previously made videos of himself using Autopilot, one of
14 which was retweeted by Elon Musk just a few weeks earlier.⁸

15 29. Despite these incidents, Tesla officers and directors—including, most notably, Elon
16 Musk—repeatedly doubled-down on the premise that Teslas were, or would soon be, capable of safe,
17 fully autonomous driving with minor software updates.

18 30. For example, on June 2, 2016—less than a month after Brown’s death—Musk
19 confidently announced that “autonomous driving” was “basically a solved problem,” and that Tesla’s
20 Autopilot software was already safer than a human driver on highways. “I think we’re basically less
21

22 ⁶ Neal Boudette, “Autopilot cited in Death of Chinese Tesla Driver,” *The New York*
23 *Times* (Sept. 14, 2016), available at <https://www.nytimes.com/2016/09/15/business/fatal-tesla-crash-in-china-involved-autopilot-government-tv-says.html>

24 ⁷ NTSB, No. HWY16FH018, Dkt. No. 2, “Crash Summary Report” (June 19, 2017),
25 available at
[https://data.nts.gov/Docket/Document/docBLOB?ID=40453253&FileExtension=.PDF&File](https://data.nts.gov/Docket/Document/docBLOB?ID=40453253&FileExtension=.PDF&FileName=Crash%20Summary-Master.PDF)
26 [Name=Crash%20Summary-Master.PDF](https://data.nts.gov/Docket/Document/docBLOB?ID=40453253&FileExtension=.PDF&FileName=Crash%20Summary-Master.PDF)

27 ⁸ Rachel Abrams & Annalyn Kurtz, “Joshua Brown, Who Died in Self-Driving
28 Accident, Tested Limits of His Tesla,” *The New York Times* (July 1, 2016), available at
<https://www.nytimes.com/2016/07/02/business/joshua-brown-technology-enthusiast-tested-the-limits-of-his-tesla.html#:~:text=Brown%20became%20a%20victim%20of,in%20a%20self%2Ddriving%20car.>

1 than two years away from complete autonomy—complete,” Musk said.⁹

2 31. On July 14, 2016, *Consumer Reports* urged Tesla to “change the name of the Autopilot
3 feature because it promotes a potentially dangerous assumption that the Model S is capable of driving
4 on its own.” Instead of using the “misleading” name Autopilot, *Consumer Reports* urged Tesla to “name
5 automated features with descriptive, not exaggerated, titles.”¹⁰

6 32. On July 20, 2016, Tesla’s official blog quoted a post by Musk, in which he
7 misleadingly suggests that lack of regulatory approval was a major challenge Tesla was facing in
8 bringing to market fully self-driving vehicles:

9 When true self-driving is approved by regulators, it will mean that you will be able to
10 summon your Tesla from pretty much anywhere. Once it picks you up, you will be
11 able to sleep, read or do anything else enroute to your destination. You will also be
12 able to add your car to the Tesla shared fleet just by tapping a button on the Tesla
13 phone app and have it generate income for you while you’re at work or on vacation.¹¹

14 33. In August 2016, a Tesla with Autopilot engaged crashed into a parked vehicle on a
15 Beijing highway. After the owner stated publicly that Tesla had misrepresented Autopilot’s
16 capabilities and misled buyers, Tesla removed from its China website a term that translates as “self-
17 driving” and replaced it with a term that translates as “self-assisted driving.”¹² Tesla did not make any
18 similar changes to its U.S. website.

19 34. In September 2016, Musk—referencing Brown’s fatal crash—publicly announced
20 that Tesla had fixed the issue that caused that crash in the latest version of its “Autopilot” software
21 by increasing the system’s reliance on radar so that it “would see a large metal object across the
22 road.”¹³

23 ⁹ Recode, “Elon Musk | Full Interview | Code Conference 2016,”
24 <https://www.youtube.com/watch?v=wsixsRISz4&t=4675s> at 1:17:55–1:21:20 (June 2, 2016).

25 ¹⁰ *Consumer Reports*, “Consumer Reports Calls on Tesla to Disable and Update Auto
26 Steering Function, Remove ‘Autopilot’ Name” (July 14, 2016), *available at*
27 <https://www.consumerreports.org/media-room/press-releases/2016/07/consumer-reports-calls-on-tesla-to-disable-and-update-auto-steering-function-remove-autopilot-name/>

28 ¹¹ Elon Musk, “Master Plan, Part Deux,” <https://www.tesla.com/blog/master-plan-part-deux> (July 20, 2016).

¹² Jake Spring & Alexandria Sage, “Tesla removes ‘self-driving’ from China website after Beijing crash,” *Reuters* (Aug. 15, 2016), *available at* <https://www.reuters.com/article/us-tesla-china-crash-idUSKCN10Q0L4>

¹³ Neal Boudette, “Elon Musk Says Pending Tesla Updates Could Have Prevented

1 35. On October 16, 2016, German regulators sent Tesla a formal letter reading, “In order
2 to prevent misunderstanding and incorrect customers’ expectations, we demand that the misleading
3 term Autopilot is no longer used in advertising the system.” The German government also reminded
4 Tesla vehicle owners that Tesla’s ADAS technology required, and could only be safely operated with,
5 constant driver attention and supervision.¹⁴

6 36. On October 19, 2016, Tesla released its Autopilot 2.0 software and announced that
7 all new Tesla cars would come with a new suite of hardware (called Autopilot Hardware 2) consisting
8 of eight cameras, twelve ultrasonic sensors, and a forward-facing radar unit, which Tesla claimed
9 would allow the cars to soon become capable of SAE Level 5 autonomy.¹⁵ To access the hardware,
10 owners would have to pay \$5,000 for an “Enhanced Autopilot” feature and another \$3,000 for the
11 right to activate Tesla’s promised “Full Self-Driving Capability.” The Enhanced Autopilot package
12 provided drivers most or all of the features in the FSD package, except for the right to unlimited
13 access to Tesla’s soon-to-arrive full self-driving technology, and potential early access to FSD Beta
14 updates Tesla might release on its way perfecting that technology.

15 37. As part of the announcement, Tesla published a post on its official company blog
16 titled “All Tesla Cars Being Produced Now Have Full Self-Driving Hardware,” stating “[w]e are
17 excited to announce that, as of today, all Tesla vehicles produced in our factory – including Model 3
18 – will have the hardware needed for full self-driving capability at a safety level substantially greater
19 than that of a human driver.” In the same post, Tesla stated that “[s]elf-driving vehicles will play a
20 crucial role in improving transportation safety and accelerating the world’s transition to a sustainable
21 future,” and that “[f]ull autonomy will enable a Tesla to be substantially safer than a human driver.”¹⁶

22 Fatal Crash,” *The New York Times* (Sept. 11, 2016), available at
23 [https://www.nytimes.com/2016/09/12/business/elon-musk-says-pending-tesla-updates-could-](https://www.nytimes.com/2016/09/12/business/elon-musk-says-pending-tesla-updates-could-have-prevented-fatal-crash.html)
[have-prevented-fatal-crash.html](https://www.nytimes.com/2016/09/12/business/elon-musk-says-pending-tesla-updates-could-have-prevented-fatal-crash.html)

24 ¹⁴ Reuters Staff, “Germany says Tesla should not use ‘Autopilot’ in advertising,”
25 *Reuters* (Oct 16, 2016), available at <https://www.reuters.com/article/idUSKBN12G0KS>

26 ¹⁵ Alex Nishimoto, “All New Tesla Models Will Feature Level 5-Capable Autopilot
27 Hardware,” *Motor Trend* (Oct. 20, 2016), available at [https://www.motortrend.com/news/new-tesla-](https://www.motortrend.com/news/new-tesla-models-will-feature-level-5-capable-autopilot-hardware/)
[models-will-feature-level-5-capable-autopilot-hardware/](https://www.motortrend.com/news/new-tesla-models-will-feature-level-5-capable-autopilot-hardware/)

28 ¹⁶ The Tesla Team, “All Tesla Cars Being Produced Now Have Full Self-Driving
Hardware,” [https://www.tesla.com/blog/all-tesla-cars-being-produced-now-have-full-selfdriving-](https://www.tesla.com/blog/all-tesla-cars-being-produced-now-have-full-selfdriving-hardware)
[hardware](https://www.tesla.com/blog/all-tesla-cars-being-produced-now-have-full-selfdriving-hardware) (Oct. 19, 2016).

1 38. The blog post included a video made by Tesla’s Autopilot team in the weeks before
 2 the release, which purported to show a Tesla driving itself without any human intervention from the
 3 person in the driver’s seat, whose hands remain off the steering wheel throughout the video. The
 4 video begins with a note saying, “The person in the driver’s seat is only there for legal reasons. He is
 5 not doing anything. The car is driving itself.” However, multiple Tesla Autopilot employees who
 6 worked on the video would later report that the route taken by the car had been charted ahead of
 7 time by software that created a three-dimensional digital map (a feature unavailable to drivers using
 8 the commercial version of Autopilot), and that the video did not accurately show how the car
 9 operated during filming. For example, in portions of the video Tesla did *not* show, the car executed
 10 driving tasks poorly, and even crashed into a fence at one point.¹⁷ Tesla engineers had to run the
 11 pre-programmed route multiple times to get a clean video clip that made it appear the car was capable
 12 of driving itself. None of these facts were referenced in the video or otherwise disclosed by Tesla.
 13 The deceptive and misleading video was later used to promote Autopilot’s purported abilities, and
 14 indeed is still featured on the company’s website as of this writing.¹⁸

15 39. Also on October 19, 2016, the company held a conference call with reporters, during
 16 which Musk stated that all new Tesla cars would now include all the cameras, computing power, and
 17 other hardware necessary for “full self driving.” Musk further stated that Tesla would “be able to
 18 demonstrate a demonstration drive of our full autonomy all the way from LA to New York. So
 19 basically from home in LA to let’s say dropping you off in Times Square, NY and then having the
 20 car parking itself by the end of next year without the need for a single touch.”¹⁹ Musk repeatedly
 21 represented that autonomous vehicles were safer than human-driven ones, and even warned
 22 journalists that they would be “killing people” if they wrote negative articles about self-driving
 23 //

24
 25 ¹⁷ See Metz & Boudette, *supra* note 2.

26 ¹⁸ See Tesla, <https://www.tesla.com/autopilot> ; Tesla, “Tesla Self-Driving
 Demonstration,” [https://www.tesla.com/videos/autopilot-self-driving-hardware-neighborhood-](https://www.tesla.com/videos/autopilot-self-driving-hardware-neighborhood-long)
 long (Nov. 18, 2016).

27 ¹⁹ Xautoworld, “Transcript: Elon Musk’s Autopilot 2.0 Conference Call,”
 28 <https://www.xautoworld.com/tesla/transcript-elon-musk-autopilot-2-conference-call/> (Oct. 19,
 2016).

1 technology that dissuaded people from using it.²⁰

2 40. According to reporting by multiple outlets, including the *Wall Street Journal* and *The*
 3 *New York Times*, Tesla's decision to promise the technology would be able to provide "Full Self
 4 Driving" and Musk's statements at the news conference "took the Tesla engineering team by surprise,
 5 and some felt that Musk was promising something that was not possible." Sterling Anderson, who
 6 was the head of Tesla's Autopilot program at the time, "told Tesla's sales and marketing teams that
 7 they should not refer to the company's technology as 'autonomous' or 'self-driving' because this
 8 would mislead the public."²¹ In a meeting after the October announcement, someone asked Mr.
 9 Anderson how Tesla could brand the product "Full Self-Driving," to which he responded, "This was
 10 Elon's decision." Two months later, in December 2016, Mr. Anderson resigned.²²

11 41. In March 2018, Apple engineer Walter Huang was killed when the Autopilot on his
 12 Tesla Model X became confused at a fork in the highway and caused the car to veer sharply to the
 13 left and crash into a concrete barrier in Mountain View, California.²³ In the aftermath of that fatal
 14 crash, Tesla publicly released crash data and blamed Huang for the accident, violating its agreement
 15 with NTSB not to comment on crashes during the course of an investigation and causing NTSB to
 16 remove Tesla as a party to its investigation.

17 42. In April 2018, a Tesla with Autopilot engaged struck and killed a pedestrian in Japan.

18 43. On May 11, 2018, a Tesla Model S with Autopilot engaged crashed into a stopped
 19 firetruck in South Jordan, Utah, prompting a NHTSA investigation into the collision.²⁴

20 _____
 21 ²⁰ Maya Kosoff, "Elon Musk: Self-Driving Car Doubters Are Literally 'Killing
 22 People,'" *Vanity Fair* (Oct. 20, 2016), available at [https://www.vanityfair.com/news/2016/10/elon-](https://www.vanityfair.com/news/2016/10/elon-musk-self-driving-car-doubters-are-literally-killing-people)
 23 [musk-self-driving-car-doubters-are-literally-killing-people](https://www.vanityfair.com/news/2016/10/elon-musk-self-driving-car-doubters-are-literally-killing-people) ; Andrew Batiuk, "Tesla October 19th
 2016 Autopilot 2.0 Conference Call With Visuals Added," [https://www.youtube.com/watch?v=-](https://www.youtube.com/watch?v=-vjGEEF_p5E)
 24 [vjGEEF_p5E](https://www.youtube.com/watch?v=-vjGEEF_p5E) (Oct. 20, 2016).

25 ²¹ Metz & Boudette, *supra* note 2.

26 ²² Dugan & Spector, *supra* note 4.

27 ²³ Hyunjoo Jin, "Factbox: Tesla's Autopilot faces unprecedented scrutiny," *Reuters*
 28 (Nov. 1, 2022), available at [https://www.reuters.com/business/autos-transportation/teslas-](https://www.reuters.com/business/autos-transportation/teslas-autopilot-faces-unprecedented-scrutiny-2022-11-01/)
 29 [autopilot-faces-unprecedented-scrutiny-2022-11-01/](https://www.reuters.com/business/autos-transportation/teslas-autopilot-faces-unprecedented-scrutiny-2022-11-01/)

30 ²⁴ Levin, Sam, "Tesla Confirms Autopilot Involved in Utah Crash but Seeks to Blame
 31 Driver," *The Guardian* (May 17, 2018), available at
 32 [https://www.theguardian.com/technology/2018/may/16/tesla-autopilot-utah-crash-confirms -](https://www.theguardian.com/technology/2018/may/16/tesla-autopilot-utah-crash-confirms-)

1 44. In March 2019, Jeremy Banner was killed when his 2018 Tesla Model 3 with
 2 Autopilot engaged drove under a tractor-trailer in Florida.²⁵ Banner's accident was eerily similar to
 3 the 2016 accident that killed Joshua Brown when his car drove under a tractor-trailer. The Banner
 4 accident indicated that, contrary to its claims in September 2016, Tesla had not fixed this significant
 5 flaw in its ADAS technology in the roughly three years after Brown was killed.

6 45. In May 2019, Tesla released an update to its ADAS "Navigate" feature, which is
 7 designed to automate some lane-change functions. When *Consumer Reports* tested the feature, it found
 8 that it cut off other cars without leaving enough space, failed to pass in the correct lane, and
 9 sometimes struggled to merge into traffic.

10 46. In April 2019, at an event in Palo Alto, California, that Tesla dubbed "Autonomy
 11 Day," Musk took to the stage and announced that Tesla vehicles would be capable of full self-driving
 12 and autonomously navigating dense urban areas like San Francisco and New York by the end of
 13 2019, and that in two years the company would be making cars without steering wheels or pedals.²⁶
 14 Musk also stated, "If you fast forward a year, maybe a year and three months, but next year for sure,
 15 we will have over a million robo-taxis on the road," and "I feel very confident predicting autonomous
 16 robo-taxis for Tesla next year. ... I'm confident we'll have at least regulatory approval somewhere,
 17 literally next year." Musk stated the robo-taxis would be a way for Tesla owners to make money when
 18 they aren't using their vehicles, with Tesla taking 25 or 30 percent of the revenue and allowing the
 19 company to compete with popular ride-hailing services like Uber and Lyft.²⁷ A few months later,
 20 Musk doubled-down on the robo-taxi prediction, tweeting that Tesla would "have a million robotaxis
 21 by end of 2020."²⁸

22
 23 investigation/

24 ²⁵ Jin, *supra* note 25.

25 ²⁶ R. Baldwin, "Tesla promises 'one million robo-taxis' in 2020,"
 26 <https://www.engadget.com/2019-04-22-tesla-elon-musk-self-driving-robo-taxi.html> (Apr. 22,
 27 2019).

28 ²⁷ Tech Insider, "Watch Elon Musk Unveil Plans For A Tesla Ride-Hailing App,"
<https://www.youtube.com/watch?v=YiWbdZ8ItRs> (Apr. 22, 2019); Matt McFarland, "Elon Musk
 says Tesla will have robo-taxis operating next year," *CNN Business*,
<https://www.cnn.com/2019/04/22/tech/tesla-robotaxis> (Apr. 22, 2019).

²⁸ Elon Musk, <https://twitter.com/elonmusk/status/1148070210412265473> (July 7,

1 47. In December 2020, at the Axel Springer award ceremony in Berlin, Musk again
 2 touted the capability of Tesla vehicles stating that, “I’m extremely confident of achieving full
 3 autonomy and releasing it to the Tesla customer base next year.”²⁹ He also vouched for the safety
 4 of Tesla’s Autopilot by stating, “Now, there’s an uncertain period of time for when regulatory
 5 approval will take, how long it will take, but I think if you are able to accumulate billions of kilometers
 6 of autonomous driving, then it’s difficult to argue and, look at the accident rate when the car is
 7 autonomous versus non-autonomous and in fact, our statistics already show a massive difference
 8 when the car is on Autopilot or not on Autopilot. That the safety is much greater even with the
 9 current Autopilot software.”

10 48. Tesla’s effort to misrepresent the self-driving capabilities of its cars was not limited
 11 to affirmative misrepresentations. In addition, Tesla undertook a widespread campaign to conceal
 12 thousands of consumer reports about problems with Tesla’s “Autopilot” feature, including crashes,
 13 unintended braking, and unintended acceleration.³⁰ To that end, Tesla officers, directors, and
 14 managing agents trained employees to refrain from memorializing customer reports in writing. When
 15 Tesla employees did respond to customer reports in writing, it was only to reassure customers that
 16 the “Autopilot” feature was working as intended. In addition, Tesla—in violation of Civil Code
 17 section 1670.8—forced consumers to sign nondisclosure agreements to receive repairs under
 18 warranty.

19 **2. Giovanni died and Caleb was seriously injured when Giovanni bought a Tesla**
 20 **Model S with Autopilot from its prior owner and trusted it to drive—in reliance on**
 21 **Tesla’s misrepresentations.**

22 49. Giovanni was one of many members of the public exposed to Tesla’s long-term
 23 advertising campaign designed to persuade the public that its vehicles were capable of driving
 24 themselves. Not only was he aware that the technology itself was called “Autopilot,” he saw, heard,
 25 and/or read many of Tesla or Musk’s deceptive claims on Twitter, Tesla’s official blog, or in the news

26 2019, 8:24 PM).

27 ²⁹ Alex Springer SE, “Axel Springer Award 2020” (December 1, 2020) *available at*
<https://www.youtube.com/watch?v=AF2HXId2Xhg>

28 ³⁰ Russ Mitchell, *Huge Tesla data leak reportedly reveals thousands of safety complaint. 4 things to*
know (May 26, 2023), [https://www.latimes.com/business/story/2023-05-26/tesla-autopilot-](https://www.latimes.com/business/story/2023-05-26/tesla-autopilot-alleged-data-breach-leak)
[alleged-data-breach-leak](https://www.latimes.com/business/story/2023-05-26/tesla-autopilot-alleged-data-breach-leak)

1 media, some samples of which are alleged above. Giovanni believed those claims were true, and thus
2 believed the “Autopilot” feature with the “full self driving” upgrade was safer than a human driver,
3 and could be trusted to safely navigate public highways autonomously.

4 50. Relying on this belief-- which was the direct result of the product name itself and
5 Tesla’s long-term advertising campaign--Giovanni purchased a Tesla Model S from its prior owner,
6 Jorge Ventura, on March 4, 2021. And in further reliance on this belief, Giovanni trusted the
7 “Autopilot” feature to drive the vehicle autonomously on the freeway regularly.

8 51. When Giovanni purchased the Tesla Model S, he understood that the vehicle would
9 drive itself and he no longer needed to drive it. Based on representations Giovanni heard made by
10 Musk, Giovanni believed the vehicle was a safer driver than a human and relied on it to perceive and
11 react to traffic in front of him.

12 52. Indeed, on or around February 18, 2023, at approximately 3:54 a.m. Giovanni was
13 traveling in the Subject Vehicle with “Autopilot” engaged in the number two lane on Interstate 680
14 northbound when the Subject Vehicle collided with a fire truck, a 2016 Pierce Aerial, that was parked
15 diagonally, blocking the number one and number two lanes for traffic control due to an unrelated
16 traffic emergency. A second firetruck was on the scene as well as two CHP vehicles. Both firetrucks
17 and both CHP vehicles had their emergency lights flashing. Giovanni’s brother, Plaintiff Caleb
18 Mendoza, was the front seat passenger in the Subject Vehicle. At the time of the collision, Giovanni
19 was not controlling the Subject Vehicle, but he was instead passively sitting in the driver’s seat with
20 the “Autopilot” feature engaged. In fact, data from the Tesla itself showed that the Subject Vehicle
21 was in “Autopilot” for approximately 12 minutes prior to the crash, with no accelerator pedal or
22 brake pedal inputs from Giovanni during that time. The approximate speed of the Subject Vehicle
23 was 71 mph during the 12-minute period. Data also showed that Giovanni generally maintained
24 contact with the steering wheel until the time of the crash.

25 53. As a result of the collision, the Subject Vehicle sustained major frontal damage,
26 crushing Giovanni’s body. Giovanni survived, at least momentarily, but subsequently died from the
27 injuries he sustained in the collision.

28 //

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3. **Tesla continues to misrepresent the self-driving capabilities of its cars, motorists continue to die, and regulators have ongoing investigations into Tesla for fraud.**

54. Despite the numerous accidents, news reports, and investigations exposing the danger of Tesla’s ADAS technology—including the incident that forms the basis of this case—Tesla continues its deceptive and misleading marketing practices concerning its ADAS technology in conscious disregard for the public’s safety.

55. In October 2019, *Consumer Reports* tested Tesla’s “Smart Summon” feature, which Tesla claimed would allow owners to use a smartphone app to “summon” their Tesla vehicle to drive itself across a parking lot without any occupants inside the vehicle. *Consumer Reports’* testing revealed that the feature had difficulty navigating a parking lot, with the summoned car crossing lane lines and wandering erratically “like a drunken or distracted driver.”³¹ This was nearly four years after Musk’s January 2016 tweet that Tesla was two years away from its customers being able to use Summon to have their car come to them even if it was thousands of miles away.

56. Tesla’s deceptive marketing is so egregious that it has drawn scrutiny from governmental regulators at the state, federal, and international level.

57. In February 2020, the NTSB called on NHTSA to set stricter standards on Autopilot, citing the high number of Autopilot-related collisions and deaths.

58. In August 2020, a couple was killed in Saratoga, California, after their Tesla veered off a highway while Autopilot was active.

59. In September 2020, *Consumer Reports* published the first in a series of evaluations of Tesla’s “Full Self-Driving Capability” technology, finding that the technology caused vehicles to engage in unusual and unsafe behavior, such as stopping at green lights, driving through stop signs, slamming on the brakes for yield signs when the merge was clear, and stopping at every exit while going around a traffic circle.³²

³¹ Jeff Plungis, “Tesla’s Smart Summon Performance Doesn’t Match Marketing Hype,” *Consumer Reports* (Oct. 8, 2019), available at <https://www.consumerreports.org/automotive-technology/teslas-smart-summon-performance-doesnt-match-marketing-hype/>

³² Mike Monticello & Keith Barry, “Tesla’s ‘Full Self-Driving Capability’ Falls Short of Its Name,” *Consumer Reports* (Sept. 4, 2020) (last updated May 19, 2021), available at <https://www.consumerreports.org/autonomous-driving/tesla-full-self-driving-capability-review-falls-short-of-its-name-a1224795690/>

1 60. In a January 2021 earnings call during which Tesla reported \$721 million in profit for
2 2020,³³ Musk stated that the company had made “massive progress on Full Self-Driving,” and that it
3 “will become obvious later this year” that “Tesla Autopilot is capable of full self-driving.” Musk also
4 stated, “I’m highly confident the car will drive itself for the reliability in excess of a human this year.
5 This is a very big deal.” When a financial analyst asked Musk why he was confident Tesla would
6 achieve SAE Level 5 autonomy in 2021, Musk responded, “I’m confident based on my understanding
7 of the technical roadmap and the progress that we’re making between each beta iteration.”³⁴

8 61. Six weeks later, on a March 9, 2021, phone call with California DMV regulators,
9 Tesla’s director of Autopilot software, CJ Moore, contradicted Musk. According to an internal DMV
10 memo memorializing the call, “DMV asked CJ to address, from an engineering perspective, Elon’s
11 messaging about L5 [Level 5] capability by the end of the year. Elon’s tweet does not match
12 engineering reality per CJ.” In response to a question from DMV regulators about “how Tesla
13 evaluates the potential advancement of levels of autonomy,” Tesla representatives “indicated they
14 are still firmly in L2 [Level 2].” Tesla further told DMV that “[t]he ratio of driver interaction would
15 need to be in the magnitude of 1 or 2 million miles per driver interaction to move into higher levels
16 of automation [i.e., Level 3 and higher].”³⁵ In other words, drivers would need to intervene only
17 once per 1 to 2 million miles before Tesla would proceed to Level 3 software. Tesla’s ADAS software,
18 which routinely makes mistakes, is not even remotely close to this level of reliability.

19 62. In May 2021, under pressure from the Transportation Committee of the California
20 Senate, the California Department of Motor Vehicles launched an investigation into whether Tesla
21 is deceptively marketing its ADAS technology as making its cars capable of autonomous driving.³⁶

22
23 ³³ Chris Isidore, “Tesla just proved all its haters wrong. Here’s how,” *CNN Business*,
<https://www.cnn.com/2020/01/31/investing/tesla-cash-crunch/index.html> (Jan. 31, 2020).

24 ³⁴ Tesla (TSLA) Q4 2020 Earnings Call Transcript (Jan. 27, 2021), *available at*
25 <https://www.fool.com/earnings/call-transcripts/2021/01/27/tesla-tsla-q4-2020-earnings-call-transcript/>

26 ³⁵ Memorandum to File by Miguel Acosta (DMV) Re: Tesla AP City Streets Update
27 (Mar. 9, 2021), *available*
28 *at* <https://www.plainsite.org/documents/28jcs0/california-dmv-tesla-robotaxi-ADAS-notes/>

³⁶ Russ Mitchell, “DMV probing whether Tesla violates state regulations with self-
driving claims,” *Los Angeles Times* (May 17, 2021), *available at*

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1 63. In June 2021, in what was widely seen as a response to motor vehicle collisions
2 involving Tesla’s ADAS technology, NHTSA issued an unprecedented order requiring automobile
3 manufacturers to report any crash involving an injury, fatality, or property damage that happens while
4 or immediately after a vehicle is automating some driving tasks.

5 64. In early July 2021, Tesla released the Beta 9 version of its “Full Self-Driving” (or
6 “FSD”) software to certain Tesla vehicle owners. Following the release, Tesla owners took videos of
7 the software in action that show vehicles missing turns, scraping against bushes, and veering toward
8 parked cars.

9 65. In August 2021, NHTSA opened a preliminary safety defect investigation (PE21-020)
10 into Autopilot, based on eleven incidents involving Tesla vehicles, operating with Autopilot engaged,
11 striking stationary first responder vehicles that were tending to prior collision scenes.

12 66. Also in August of 2021, U.S. Senators called for the Federal Trade Commission to
13 investigate what they referred to as Tesla’s potentially deceptive marketing practices surrounding its
14 FSD technology, including Tesla’s use of the phrase “full self-driving” to describe and market a
15 feature that does not make the vehicle fully self-driving.

16 67. On August 31, 2021, NHTSA ordered Tesla to produce documents and information
17 regarding the design of its FSD technology, crashes involving that technology, and marketing
18 materials that make representations about that technology. On the date that was the deadline for
19 compliance, Tesla submitted only a partial response to NHTSA, claiming that the documents and
20 information it had requested was confidential business information.

21 68. Tesla has long been aware of limitations in Autopilot’s ability to use the current vision
22 system, and the fact that these limitations may lead to missed detections of first responder/law
23 enforcement vehicles. Specifically, in the Subject Vehicle, Tesla knew that its vision system did not
24 differentiate emergency vehicles with activated caution lights from other vehicles on the road during
25 the day or night. Tesla’s vision system in the Subject Vehicle was based on single frames, which
26 means that it sees each moment of time individually, and using each single frame, tries to detect a
27 vehicle in only that frame. When flashing lights exist at a scene, the frames alternate between

28 _____
<https://www.latimes.com/business/story/2021-05-17/dmv-tesla-california-fsd-autopilot-safety>

1 extremely saturated frames and extremely dark frames. The Autopilot system sees the frames as either
2 very bright or very dark, rather than interpreting the changing light intensity as a caution signal as a
3 human would. This limitation based on the single frame interpretation leads to missed detections in
4 the system.

5 69. In September of 2021, approximately eighteen months before the crash involving
6 Messrs. Mendoza Tesla made a software update to enhance system detectability for caution lights
7 associated with emergency vehicles. Despite this update, Teslas continued to crash into first
8 responder/law enforcement vehicles, causing injury and death.

9 70. Following Tesla's software update, NHTSA made two additional requests to Tesla,
10 one of which was an information request letter "to obtain information on the company's chances to
11 subject vehicles' functionality through software updates intended to improve the detection of
12 emergency vehicle lights in low light conditions."

13 71. Regarding its updates, Tesla has acknowledged that while its updates may improve
14 the system's detection and response capabilities for caution lights, they would not work for all Tesla
15 vehicles. In fact, for nearly a year and a half before the subject crash Tesla knew that its over-the-
16 air software fix to improve detection of caution lights would not work on the Subject Vehicle. The
17 software fix was simply not compatible with Tesla's operating on its earlier operating system known
18 as Hardware 1.

19 72. By way of analogy with another ubiquitous consumer device, Apple routinely updates
20 its IOS software such earlier versions of the iPhone are no longer capable of running the latest
21 software. In other words the software for an iPhone 16 doesn't work on iPhone 3. However, while
22 that planned obsolescence is an inconvenience for phone users, here Tesla decided that hundreds of
23 thousands of vehicles operating on Hardware 1 would continue to pose a threat to emergency
24 responders because of the vehicles' inability to perceive and react to caution lights.

25 73. Autopilot system in the Subject Vehicle did not differentiate the emergency vehicles
26 with activated caution lights from other vehicles on the road on the night of February 18, 2023. The
27 Autopilot system saw single frames in the vision system that were either very dark or very bright,
28 leading to the missed detection of the emergency vehicles with activated caution lights, causing the

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1 Tesla Model S to crash into the emergency vehicles, killing Giovanni, severely injuring Caleb and
 2 injuring several first responders on-scene.

3 74. Tesla's updates have a history causing problems. An update to the FSD Beta software
 4 in October 2021 caused a major increase in "phantom braking" incidents, in which the software
 5 identifies a non-existent threat that triggers the vehicle's emergency braking system. The result is that
 6 Tesla vehicles, traveling at various speeds, were suddenly slamming on the brakes for no apparent
 7 reason. Tesla initially claimed it had identified the source of the problem and fixed it with a software
 8 update released on October 25, 2021, but subsequently issued a formal recall over the issue for the
 9 more than 11,000 vehicles using the FSD Beta software in an effort to head off adverse action by
 10 U.S. regulators.³⁷

11 75. Tesla's claims of having fixed the problem turned out to be false, as there were 107
 12 NHTSA driver complaints in the three-month period of November 2021 through January 2022 about
 13 "phantom braking" issues (compared with only 34 such complaints in the preceding 22 months). The
 14 NHTSA complaints included everything from phantom braking incidents that were "happening with
 15 NOTHING present in front of my vehicle, and sometimes with nothing around me at all," to an
 16 incident where Tesla software slammed on the brakes in response to a plastic bag.³⁸

17 76. On November 18, 2021, CNN Business reported that it spent a morning testing
 18 Tesla's FSD technology on the streets of New York City and "watched the software nearly crash into
 19 a construction site, try to turn into a stopped truck and attempt to drive down the wrong side of the
 20 road." The FSD software reportedly "needed plenty of human interventions to protect us and
 21 everyone else on the road," including a driver intervention "every couple of blocks or so" and
 22 multiple instances in which the driver "quickly jerked the wheel to avoid a crash."³⁹

23
 24 ³⁷ Tom Krisher, "Tesla software recall may head off fight with US regulators,"
 25 *Associated Press* (Nov. 2, 2021), available at <https://apnews.com/article/technology-business-software-d3e2107435f432fd9b36ba14898166a0>

26 ³⁸ Faiz Siddiqui & Jeremy B. Merrill, "Tesla drivers report a surge in 'phantom
 27 braking,'" *The Washington Post* (Feb. 2, 2022), available at
 28 <https://www.washingtonpost.com/technology/2022/02/02/tesla-phantom-braking/>

³⁹ Matt McFarland, "We tried Tesla's 'full self-driving.' Here's what happened," CNN
 Business, <https://www.cnn.com/2021/11/18/cars/tesla-full-self-driving-brooklyn/index.html>
 (Nov. 18, 2021); CNN, "CNN tests a 'full self-driving' Tesla,"

1 77. On December 6, 2021, *The New York Times* published an article about its investigation
2 into the failures of Tesla's ADAS technology based on interviews with 19 Tesla employees who had
3 worked on design, developing, and testing that technology at Tesla over the prior decade. The article
4 reported that interviews with the employees indicated that Musk "repeatedly misled" the public about
5 the abilities of Tesla's ADAS technology.⁴⁰

6 78. As of May 15, 2022, nearly a year after the NHTSA issued its unprecedented order
7 requiring automobile manufacturers to report any crash that happens while or immediately after a
8 vehicle is automating some driving tasks, auto manufacturers reported 392 accidents in total. Tesla
9 accounted for 70 percent of those reports, reporting 273 accidents from June of 2021 to May 15,
10 2022. Honda was second with 90 accidents, followed by Subaru at 10, and Ford at five.⁴¹

11 79. On June 8, 2022, NHTSA upgraded its Preliminary Evaluation (PE) 21-020 to
12 Engineering Analysis (EA) 22-002 to study the potential for driver misuse when Autopilot is engaged.
13 NHTSA listed additional collisions between Tesla vehicles and vehicles stopped at first responder
14 scenes to the eleven collisions reported between January 2018 and July 2021 that it was already
15 investigating. The subject collisions investigated by NHTSA include, but are not limited to, the
16 following collisions:

- 17 a. A collision in January of 2018 in which a Tesla Model S struck a firetruck parked
18 along Interstate 405 in Culver City, California. NTSB conducted an investigation into
19 the crash, determining that the driver was overly reliant on the system and that
20 Autopilot's design let him disengage from driving.⁴²
- 21 b. A collision in December of 2019 in Norwalk, Connecticut in which a Telsa Model 3

22
23 <https://www.youtube.com/watch?v=2PMu7MD9GvI> (Nov. 18, 2021).

24 ⁴⁰ Metz & Boudette, *supra* note 2; Tesla, "Tesla Self-Driving Demonstration" (Nov.
25 18, 2016), <https://www.tesla.com/videos/autopilot-self-driving-hardware-neighborhood-long>

26 ⁴¹ Michael Wayland, "U.S. safety agency says Tesla accounts for most driver-assist
27 crashes, but warns data lacks context" *CNBC* (June 15, 2022) *available at*
<https://www.cnbc.com/2022/06/15/data-shows-tesla-accounts-for-most-reported-driver-assist-crashes-but-officials-warn-report-lacks-context.html>

28 ⁴² National Transportation Safety Board, Highway Accident Brief, "Rear End Collision
Between a Car Operating with Advanced Driver Assistance Systems and a Stationary Fire Truck,
Culver City, California, January 22, 2018," Report Date: August 22, 2019.

1 on Autopilot crashed into the back of a police cruiser that was parked on the highway
2 with its emergency lights on and flares placed behind it.⁴³ The trooper was assisting
3 another driver that had been involved in an unrelated crash.

- 4 c. A collision in December of 2019, in which a Telsa Model 3 on Autopilot crashed into
5 the rear of a parked fire truck in on a highway in Cloverdale, Indiana, killing the front
6 seat passenger and seriously injuring the driver. The fire truck was parked in the
7 passing lane on the highway with its emergency lights on.⁴⁴
- 8 d. A collision in January of 2020 in which a Telsa operating on Autopilot crashed into
9 a Massachusetts State Police cruiser that was stopped on in the left lane of a highway
10 in Bridgewater around 10 p.m.⁴⁵
- 11 e. A collision in July of 2020 in Cochise County, Arizona in which a Tesla Model S on
12 Autopilot slammed into the back of a state trooper's SUV that was parked on the
13 shoulder of the highway with its emergency lights activated.⁴⁶
- 14 f. A collision in August of 2020 in North Carolina in which a Tesla on Autopilot crashed
15 into patrol cars from the Nash County Sheriff's Office and State Highway Patrol
16 parked along Highway 64.⁴⁷ The incident occurred at night while another traffic crash
17 was being investigated. The patrol cars had their emergency lights activated.

18
19 ⁴³ Torres, Ella. "Tesla on Autopilot Slams into Police Cruiser, Driver Claims He Was
20 Checking on His Dog." ABC News. ABC News Network, December 7, 2019.
[https://abcnews.go.com/US/tesla-autopilot-slams-police-cruiser-driver-claims-
checking/story?id=67570199](https://abcnews.go.com/US/tesla-autopilot-slams-police-cruiser-driver-claims-checking/story?id=67570199)

21 ⁴⁴ Slaby, MJ. "One Dead after Vehicle Hits Firetruck Parked on I-20." Indianapolis Star.
22 December 29, 2019. [https://www.indystar.com/story/news/2019/12/29/one-dead-after-tesla-hits-
parked-fire-truck-70/2771593001/](https://www.indystar.com/story/news/2019/12/29/one-dead-after-tesla-hits-parked-fire-truck-70/2771593001/)

23 ⁴⁵ Kath, Ryan. "Federal Government Investigating Tesla Crash in Massachusetts." 10Boston.
24 November 13, 2020. [https://www.nbcboston.com/investigations/federal-government-
investigating-tesla-crash-in-massachusetts/2229521/?os=vb&ref=app](https://www.nbcboston.com/investigations/federal-government-investigating-tesla-crash-in-massachusetts/2229521/?os=vb&ref=app)

25 ⁴⁶ Minkler, Alana. "Tesla on Autopilot Crashes into DPS Patrol Car on I-10." The
26 Arizona Republic. Arizona Republic, July 15, 2020.
[https://www.azcentral.com/story/news/local/arizona-breaking/2020/07/14/tesla-autopilot-hits-
dps-patrol-car-10-near-benson/5439368002/](https://www.azcentral.com/story/news/local/arizona-breaking/2020/07/14/tesla-autopilot-hits-dps-patrol-car-10-near-benson/5439368002/)

27 ⁴⁷ "Dash Cam Video Released from 2020 Tesla Autopilot Crash that Injured 2 Law
28 Enforcement Officers." 11ABC Eyewitness News. February 9, 2022. [https://abc11.com/tesla-tesla-
crash-car-accident-dash-camera-nash-county-officers-police/11548699/](https://abc11.com/tesla-tesla-crash-car-accident-dash-camera-nash-county-officers-police/11548699/)

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1 g. A collision in February of 2021 in which a Tesla Model X with Autopilot engaged
2 crashed into a cruiser working an active scene with flashing lights on the freeway in
3 Montgomery County, Texas.⁴⁸

4 h. A collision in March of 2021 in which a Tesla on Autopilot crashed into a parked
5 police car with flashing lights on Interstate 96 near Lansing, Michigan. The trooper
6 was investigating a car crash at approximately 1:10 a.m. when the Tesla struck his
7 car.⁴⁹

8 i. A collision in Florida in May of 2021 in which a Tesla slammed into a Road Ranger
9 truck with emergency lighting that was being used by police to block an express lane
10 on the highway for a previous crash.⁵⁰

11 j. A collision in July of 2021 in which a Tesla on Autopilot drove through a freeway
12 closure at approximately 1:45 a.m. and slammed into the back of a California Highway
13 Patrol officer’s car in San Diego, California.

14 k. A collision in August of 2021 in which a Tesla Model 3 on Autopilot struck a stopped
15 Florida Highway Patrol car and a disabled car that the Florida state trooper had
16 stopped to assist on the highway.⁵¹

17 80. On July 13, 2022, the Dawn Project, an organization dedicated to increasing the
18 software safety, published a paper regarding its testing of a Tesla Model 3 equipped with FSD Beta
19 10.12.2 (released on June 1, 2022) on a closed racetrack. The purpose of the testing was to determine
20

21 ⁴⁸ Campbell, Dawn and Andy Cerota. “Lawsuit Filed Against Tesla After Accident that
22 Injured 5 Police Officers.” Click2Houston.com. September 27, 2021.
23 [https://www.click2houston.com/news/local/2021/09/27/lawsuit-filed-against-tesla-after-accident-
that-injured-5-police-officers/](https://www.click2houston.com/news/local/2021/09/27/lawsuit-filed-against-tesla-after-accident-that-injured-5-police-officers/)

24 ⁴⁹ Associated Press. “Tesla on Autopilot Drives into Michigan Trooper’s Patrol Car.”
25 ABC News. ABC News Network, March 17, 2021. [https://abcnews.go.com/US/wireStory/tesla-
autopilot-drives-michigan-troopers-patrol-car-76524732](https://abcnews.go.com/US/wireStory/tesla-autopilot-drives-michigan-troopers-patrol-car-76524732)

26 ⁵⁰ Batchelor, Amanda. “3 Injured After Tesla Collides with Road Ranger Truck on I-95.”
27 Local 10.com. May 19, 2021. [https://www.local10.com/news/local/2021/05/19/3-injured-after-
tesla-collides-with-road-ranger-truck-on-i-95/](https://www.local10.com/news/local/2021/05/19/3-injured-after-tesla-collides-with-road-ranger-truck-on-i-95/)

28 ⁵¹ Associated Press. “Tesla on Part-Automated Drive System Slams into Police Car.”
<https://wagmtv.com>, August 28, 2021. [https://www.wagmtv.com/2021/08/28/tesla-part-
automated-drive-system-slams-into-police-car/](https://www.wagmtv.com/2021/08/28/tesla-part-automated-drive-system-slams-into-police-car/)

1 the FSD software’s safety in terms of its ability to detect and avoid hitting small children. The testing
 2 was performed on a closed racetrack with the Tesla driving itself between a long row of cones with
 3 a child-sized mannequin placed in plain view at the end of the row—i.e., conditions significantly less
 4 complex and more favorable to the FSD software than those that would be encountered in the real
 5 world. Nevertheless, the testing found Tesla’s FSD software consistently failed to detect the
 6 stationary child-size mannequins and “d[id] not avoid the child or even slow down,” but instead
 7 “repeatedly struck the child mannequin in a manner that would be fatal to an actual child.”⁵²

8 81. On July 14, 2022, the editor-in-chief of Electrek, a website that covers electric
 9 vehicles, published an article reviewing his experience of using Tesla’s FSD Beta software over the
 10 course of two months. His ultimate conclusion was that, despite years of development and updates
 11 by Tesla, FSD Beta’s “decision-making is still the equivalent of a 14-year-old who has been learning
 12 to drive for the last week and sometimes appears to consume hard drugs.”⁵³

13 82. On July 28, 2022, following a year-long investigation, the California DMV, which
 14 licenses motor vehicle manufacturers and dealerships in California (including Tesla’s Fremont factory
 15 and dozens of Tesla retail stores), brought two related administrative enforcement actions against
 16 Tesla for “untrue,” “misleading,” and “deceptive” marketing of its Autopilot and FSD technology.
 17 The DMV specifically alleged that Tesla’s use of the product labels “Autopilot” and “Full Self Driving
 18 Capability,” as well as statements about those technologies that have appeared on Tesla’s website in
 19 2022, “represent that vehicles equipped with those ADAS [advanced driver assistance system]
 20 features will operate as an autonomous vehicle, but vehicles equipped with those ADAS features
 21 could not at the time of those advertisements, and cannot now, operate as autonomous vehicles.”
 22 For relief, the DMV seeks restitution and the revocation or suspension of Tesla’s California vehicle
 23 manufacturer license and vehicle dealer license.⁵⁴

24 _____
 25 ⁵² The Dawn Project, *In Scientific Test, Tesla “Full Self-Driving” Technology Consistently
 26 Strikes Child-Sized Mannequins* (July 13, 2022), available at [https://dawnproject.com/wp-
 27 content/uploads/2022/08/The Dawn Project Tesla FSD Test 8 .pdf](https://dawnproject.com/wp-content/uploads/2022/08/The-Dawn-Project-Tesla-FSD-Test-8.pdf)

28 ⁵³ Fred Lambert, “Elon Musk does the impossible and manages expectations on
 29 Tesla’s next Full Self-Driving update,” *Electrek* (July 14, 2022), available at
 30 [https://electrek.co/2022/07/14/elon-musk-manages-expectations-tesla-next-big-full-self-driving-
 31 update/](https://electrek.co/2022/07/14/elon-musk-manages-expectations-tesla-next-big-full-self-driving-update/)

⁵⁴ See *In the Matter of the Accusation Against Tesla Inc. dba Tesla Motors, Inc., a Vehicle*

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1 83. All told, Tesla received thousands of customer reports regarding problems with
2 Tesla’s “Autopilot” system between 2015 and 2022, including over 1,000 crashes; over 1,500
3 complaints about sudden, unintentional braking; and 2,400 complaints about sudden acceleration.⁵⁵

4 84. On December 2023, Telsa acknowledged the defective nature of its ADAS
5 technology by issuing a recall of every vehicle it had ever manufactured pursuant to Part 573 Safety
6 Recall Report 23V-838. On the heels of the ‘over the air’ software ‘fix’ that Tesla pushed out in
7 response to the recall, NHTSA opened a recall query in May 2024 to analyze the efficacy of Tesla’s
8 recall efforts. Tesla’s response to NHTSA’s further investigation into Tesla’s defective ADAS
9 technology is on-going.

10 85. At all relevant times, Defendant TESLA and DOES 1-30 were and are engaged in
11 the business of manufacturing, engineering, fabricating, designing, assembling, importing,
12 distributing, selling, inspecting, servicing, repairing, marketing, advertising, warranting, modifying,
13 equipping, and leasing, renting, wholesaling, and selling the Subject Vehicle. Defendants knew, or in
14 the exercise of reasonable care should have known, the Subject Vehicle would be used in the manner
15 described herein, without inspection for defects in its function, parts, or design, including, but not
16 limited to, as to Autopilot mode, for use in the State of California and elsewhere. At all relevant times,
17 the Subject Vehicle, and similar vehicles, were designed, manufactured, marketed, advertised, and
18 placed into the stream of commerce by TESLA and DOES 1-30, and each of them, and their officers,
19 directors, employers, salespeople, contractors, and/or managing agents.

20 86. At all relevant times, the Subject Vehicle contained design, manufacturing, and
21 warning defects which posed an unreasonable risk of injury or death to consumers, and others
22 similarly situated, and to other motorists sharing the road with TESLA’s vehicles, including the
23 Subject Vehicle. The Subject Vehicle and each of its component parts was unsafe and dangerous
24 when used for its intended use and reasonably foreseeable misuses by reason of defects in its design

25 _____
26 *Manufacturer*, Case No. 21-02188, Accusation (July 28, 2022); *In the Matter of the Accusation Against*
Tesla Inc. dba Tesla Motors, Inc., a Vehicle Dealer, Case No. 21-02189, Accusation (July 28, 2022).

27 ⁵⁵ Russ Mitchell, *Huge Tesla data leak reportedly reveals thousands of safety complaint. 4 things to*
28 *know* (May 26, 2023), <https://www.latimes.com/business/story/2023-05-26/tesla-autopilot-alleged-data-breach-leak>

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1 and/or manufacturing and/or failure to warn by said Defendants, and each of them.

2 87. The Subject Vehicle was used by Giovanni on or about February 18, 2023, as intended
3 and in a reasonably foreseeable manner. The Subject Vehicle did not perform as TESLA and DOES
4 1-30 claimed the vehicle would perform and as ordinary consumers expect these vehicles to perform.
5 The Subject Vehicle was travelling in excess of the speed limit and at a speed that was unsafe for
6 traffic conditions. TESLA's Autopilot did not timely perceive, sense, or react to changing traffic
7 conditions in front of the Subject Vehicle; did not perceive, react, and avoid commonly occurring
8 roadway and traffic conditions and hazards, including but not limited to the presence of first
9 responder/emergency vehicles; and did not brake or otherwise take evasive action to prevent the
10 collision with the first responder/emergency vehicles.

11 88. The Subject Vehicle and similar vehicles manufactured and/or sold by TESLA and
12 DOES 1-30 are deceptive and unsafe, including but not limited to, as a result of TESLA conferring
13 to their customers a false sense of security that Autopilot has autonomous functionality or is
14 otherwise safe in all traffic collisions, including freeway conditions and in excess of freeway speeds.
15 As a foreseeable consequence, TESLA's customers believe they are operating an "autonomous"
16 vehicle and are less attentive to roadway conditions and hazards, are less focused on driving, and
17 have a diminished attention to the roadway and to avoid collisions. Ordinary consumers and users
18 do not appreciate, and are not properly informed of, the potential risks, dangers, and limitations of
19 TESLA's Autopilot functionality and ability.

20 89. Plaintiff is informed and believes and herein alleges that prior to February 18, 2023,
21 Defendants knew and were aware of the manufacturing, design, and warning defects, including but
22 not limited to those related to Autopilot. Defendants knew or should have known of the dangerous
23 and defective nature of the Subject Vehicle from their own internal inspections, testing, and quality
24 control procedures, and from prior collisions, lawsuits, warranty claims, and/or news articles.
25 Defendants should have put in place features to limit the use and/or protect their consumers and
26 others on the roadway against these dangers.

27 90. Despite their awareness of the defects in the Subject Vehicle, Defendants, and each
28 of them, failed to warn Giovanni and/or other purchaser and users of TESLA's vehicles of said

1 dangers, defects, and limitations of the Subject Vehicle, and failed to properly inform their consumers
2 and others of the limitations of Autopilot. To the contrary, TESLA misleadingly promotes the
3 functionality, safety, and autonomy of Autopilot as alleged herein.

4 91. As a direct and legal result of the conduct of Defendants and each of them, and of
5 the defects inherent in the Subject Vehicle, Plaintiff Caleb Mendoza sustained serious personal
6 injuries and his brother, Giovanni, died in the collision.

7 **First Cause of Action**
8 **Strict Products Liability**
(Against Defendant Tesla and Does 1–50)

9 92. Plaintiffs incorporate herein each and every allegation set forth in the preceding
10 paragraphs as though fully set forth herein.

11 93. Plaintiffs were harmed by the Subject Vehicle, a product that is manufactured,
12 distributed, marketed, advertised, and sold by Defendants TESLA and DOES 1–50.

13 94. At the time Defendants sold the Subject Vehicle, the Subject Vehicle was dangerous,
14 hazardous, and unsafe both for its intended use and/or for its reasonably foreseeable misuses. The
15 Subject Vehicle contained inherent vices and defects both in design and manufacturing, and by
16 Defendants’ failures to warn of the Subject Vehicle’s defects and limitations, all of which Defendants
17 were aware at all relevant times.

18 95. At all relevant times, Defendant TESLA and DOES 1–50 directly and/or indirectly
19 claims Autopilot is a combination of hardware and software that performs the dynamic driving task.
20 Defendant TESLA and DOES 1–50 advertise, market, and claim that Autopilot is safe and as good
21 as or better than a human driver at detecting hazards, changing conditions, and traffic. Consumers
22 are informed and expect that TESLA’s “Autopilot” vehicles will drive safely and autonomously, and
23 will steer, maneuver, brake, accelerate, lane keep, detect, avoid, and adapt to hazards and changing
24 traffic conditions in real time without human input. At all relevant times, TESLA distributed
25 promotional materials and videos that depict TESLA’s vehicles without a natural person in the
26 vehicle. TESLA’s advertising, marketing, and promotions depict Autopilot as an autonomous
27 function that is safe in any traffic conditions.

28 96. At all relevant times, Defendant TESLA and DOES 1–50 did not place reasonable

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1 parameters or limitations on their customers for the use of Autopilot. Owners are allowed to use
2 Autopilot in any manner, traffic, or conditions, including on metropolitan freeways and at speeds in
3 excess of the speed limit.

4 97. TESLA refuses to implement technology that would warn drivers to remain focused
5 on driving. For example, other companies have implemented technology to ensure drivers are still
6 engaged when utilizing SAE Level 2 ADAS technology, since evidence shows the average driver
7 tends to rely too much on ADAS technology. To that end, General Motors and Ford use infrared
8 cameras that closely track the driver's eyes and sound warning chimes if a driver looks away from the
9 road for more than two or three seconds. TESLA did not initially include such a driver monitoring
10 system in its vehicles, and later added only a standard camera that is much less precise than infrared
11 cameras in eye tracking.⁵⁶

12 98. As a foreseeable consequence, TESLA's customers believe they are operating an
13 "autonomous" vehicle and are less attentive to roadway conditions and hazards, less focused on
14 driving, and have a diminished attentiveness and capacity to avoid collisions. Ordinary consumers
15 and users are not properly informed of, and otherwise do not fully appreciate, the potential risks,
16 dangers, and limitations of Autopilot's functionality and ability.

17 99. At all relevant times, Defendant TESLA and DOES 1-50, knew or with reasonable
18 due care should have known, that their consumers were operating Tesla's vehicles without the human
19 operator's active dynamic input. TESLA knew or with reasonable due care should have known, that
20 numerous crashes, including fatal crashes, have occurred as a result of their customers belief that
21 Tesla's vehicles are autonomous or that Autopilot is an autonomous mode. These foreseeable uses
22 were a direct and proximate result of TESLA's representations that "Autopilot" is an autonomous
23 mode and/or was safe for use without active human dynamic input and supervision.

24 100. As a result of and based upon TESLA's representations, Tesla's customers regularly
25 transfer complete control of their vehicles to TESLA, including at times when it is dangerous to do
26 so. Similarly, Giovanni used Autopilot and transferred complete control of the Subject Vehicle to

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28 ⁵⁶ Neal E. Boudette, "Federal safety agency expands its investigation of Tesla's
Autopilot system," *The New York Times* (June 9, 2022), available at
<https://www.nytimes.com/2022/06/09/business/tesla-autopilot-nhtsa-investigation.html>

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1. TESLA at the time of the crash.

2 101. Defendants knew the Subject Vehicle was to be purchased and used without
3 inspection for defects by the users of the vehicle, including but not limited to Giovanni. Defendants
4 did not include sufficient instructions and/or warnings of the potential safety hazards, including but
5 not limited to Giovanni.

6 102. In manufacturing, distributing, marketing, advertising, and selling its vehicles,
7 including the Subject Vehicle, TESLA acted with conscious disregard for the safety of others.
8 Specifically, TESLA represented to others—including Giovanni—that the Tesla Model S was capable
9 of fully autonomous driving even though TESLA knew the vehicle was not safe for fully autonomous
10 driving. Moreover, TESLA knew that others—including Giovanni—would rely on TESLA’s
11 “Autopilot” feature to operate their vehicles on public roadways in their stead, and that this presented
12 a significant risk to others’ safety, including other motorists and their passengers.

13 103. TESLA’s conscious decision to expose members of the general public to its
14 defectively designed product is despicable conduct. TESLA made a conscious decision to
15 manufacture, distribute, market, advertise, and sell a defectively designed product it knew exposed
16 members of the general public to a significant risk of harm purely out of a desire to maximize profits.
17 Indeed, TESLA knew that disclosing the true capabilities of its ADAS software would conflict with
18 its desire to improve its financial condition and establish itself as a dominant player in the electric
19 vehicle market, and/or would increase costs and thereby reduce its profit margins. That a major auto
20 manufacturer would expose members of the general public to a significantly increased risk of serious
21 injury or death on public roadways simply to maximize profit is loathsome, contemptable, and/or
22 vile conduct that would be looked down upon by most reasonable, ordinary people.

23 104. Further, TESLA intentionally misrepresented the safety of their vehicles and ADAS
24 software. TESLA did so to generate excitement about the company’s vehicles and thereby improve
25 its financial condition by, among other things, attracting investment, increasing sales, avoiding
26 bankruptcy, driving up TESLA’s stock price, and helping to establish TESLA as a dominant player
27 in the electric vehicle market, all at the expense of the public’s safety.

28 105. The Subject Vehicle’s failure to perform safely and as expected and the Defendants’

1 malice, oppression, and/or fraud was a substantial factor in—and a direct and proximate cause of—
2 the collision between the Subject Vehicle and the parked first responder/emergency vehicle, the fire
3 truck.

4 106. As a result of that collision, Plaintiffs suffered damages in an amount to be proven at
5 trial.

6 **Second Cause of Action**
7 **Negligent Products Liability**
(Against Defendant Tesla and Does 1–30)

8 107. Plaintiffs incorporate herein each and every allegation set forth in the preceding
9 paragraphs as though fully set forth herein.

10 108. Plaintiffs were harmed by the Subject Vehicle, a product that is manufactured,
11 distributed, marketed, advertised and sold by Defendants TESLA and DOES 1–50.

12 109. At the time Defendants sold the Subject Vehicle, the Subject Vehicle was dangerous,
13 hazardous, and unsafe both for its intended use and/or for its reasonably foreseeable misuses. The
14 Subject Vehicle contained inherent vices and defects both in design and manufacturing, and by
15 Defendants' failures to warn of the Subject Vehicle's defects and limitations, of which they were
16 aware at all relevant times.

17 110. Defendants knew the Subject Vehicle was to be purchased and used without
18 inspection for defects by the users of the vehicle, including but not limited to Giovanni. Defendants
19 did not include sufficient instructions and/or warnings of the potential safety hazards, including but
20 not limited to Giovanni.

21 111. Defendants were negligent in the design, manufacturing, installation, promotion,
22 instructions, and warnings related to the Subject Vehicle, including but not limited to the functionality
23 and limitations of Autopilot. Said negligence includes, but is not limited to, Defendants' failures to
24 place reasonable limitations on the Subject Vehicle's autonomous features, and/or to reasonably
25 warn and advise Tesla's customers about the limitations of Autopilot. As a result, TESLA's
26 customers, including Giovanni, used Autopilot by transferring complete control to TESLA in any
27 manner, traffic, or conditions, including at speeds in excess of the speed limit.

28 112. TESLA refuses to implement technology that would warn drivers to remain focused

1 on driving. For example, other companies have implemented technology to ensure drivers are still
 2 engaged when utilizing SAE Level 2 ADAS technology, since evidence shows the average driver
 3 tends to rely too much on ADAS technology. To that end, General Motors and Ford use infrared
 4 cameras that closely track the driver's eyes and sound warning chimes if a driver looks away from the
 5 road for more than two or three seconds. TESLA did not initially include such a driver monitoring
 6 system in its vehicles, and later added only a standard camera that is much less precise than infrared
 7 cameras in eye tracking.⁵⁷

8 113. In manufacturing, distributing, marketing, advertising, and selling its vehicles,
 9 including the Subject Vehicle, TESLA acted with conscious disregard for the safety of others.
 10 Specifically, TESLA represented to others—including Giovanni—that the Tesla Model S was capable
 11 of fully autonomous driving even though Tesla knew the vehicle was not safe for fully autonomous
 12 driving. Moreover, TESLA knew that others—including Giovanni—would rely on Tesla's
 13 "Autopilot" feature to operate their vehicles on public roadways in their stead, and that this presented
 14 a significant risk to others' safety, including other motorists and their passengers.

15 114. TESLA's conscious decision to expose members of the general public to its
 16 defectively designed product is despicable conduct. TESLA made a conscious decision to
 17 manufacture, distribute, market, advertise, and sell a defectively designed product it knew exposed
 18 members of the general public to a significant risk of harm purely out of a desire to maximize profits.
 19 Indeed, TESLA knew that disclosing the true capabilities of its ADAS software would conflict with
 20 its desire to improve its financial condition and establish itself as a dominant player in the electric
 21 vehicle market, and/or would increase costs and thereby reduce its profit margins. That a major auto
 22 manufacturer would expose members of the general public to a significantly increased risk of serious
 23 injury or death on public roadways simply to maximize profit is loathsome, contemptable, and/or
 24 vile conduct that would be looked down upon by most reasonable, ordinary people.

25 115. Further, TESLA intentionally misrepresented the safety of their vehicles and ADAS
 26 software. TESLA did so to generate excitement about the company's vehicles and thereby improve

27
 28 ⁵⁷ Neal E. Boudette, "Federal safety agency expands its investigation of Tesla's
 Autopilot system," *The New York Times* (June 9, 2022), available at
<https://www.nytimes.com/2022/06/09/business/tesla-autopilot-nhtsa-investigation.html>

1 its financial condition by, among other things, attracting investment, increasing sales, avoiding
2 bankruptcy, driving up TESLA’s stock price, and helping to establish TESLA as a dominant player
3 in the electric vehicle market, all at the expense of the public’s safety.

4 116. The Subject Vehicle’s failure to perform safely and as expected and the Defendants’
5 malice, oppression, and/or fraud was a substantial factor in—and a direct and proximate cause of—
6 the collision between the Subject Vehicle and the parked first responder/emergency vehicle, the fire
7 truck.

8 117. As a result of that collision, Plaintiffs suffered damages in an amount to be proven at
9 trial.

10 **Third Cause of Action**
11 **Negligent Misrepresentation**
(Against Defendant Tesla and Does 1–100)

12 118. Plaintiffs incorporate herein each and every allegation set forth in the preceding
13 paragraphs as though fully set forth herein.

14 119. TESLA represented to members of the general public—including Giovanni—on
15 Twitter, on its blog, in advertising, in promotional materials, and on its website—that the TESLA
16 “Autopilot” feature was capable of “full-self driving” (i.e., capable of safely driving autonomously).

17 120. This representation was false; the TESLA “Autopilot” feature was not capable of
18 “full self-driving” (i.e., capable of safely driving autonomously). To the contrary, the “Autopilot”
19 feature has only ever been capable of SAE Level 2 automation (i.e., limited driver assistance), even
20 with the so-called “Full Self Driving” upgrade.

21 121. At the time it made these representations, TESLA did not have reasonable grounds
22 to believe the TESLA “Autopilot” feature was capable of “full self-driving” (i.e., capable of safely
23 driving autonomously). To the contrary, Tesla knew—from the many publicized fatalities, thousands
24 of customer reports, its own internal testing, and from third-party testing—that the TESLA
25 “Autopilot” feature was not capable of “full self-driving” (i.e., capable of safely driving
26 autonomously).

27 122. Tesla intended members of the public to rely on its misrepresentations in regarding
28 the TESLA’s “Autopilot” feature as capable of “full self-driving” (i.e., capable of safely driving

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1 autonomously), and intended members of the public to rely on its “Autopilot” feature to operate
2 their vehicles on public roadways in their stead.

3 123. Giovanni reasonably relied on those representations when he purchased the Subject
4 Vehicle and used TESLA’s “Autopilot” feature to operate his vehicle on public roadways in his stead.

5 124. As a result of Giovanni’s reliance on the Subject Vehicle’s “Autopilot” feature to self-
6 drive, Giovanni’s TESLA vehicle struck the parked emergency vehicle, causing fatal injuries to
7 Giovanni and serious injuries to Caleb.

8 125. As a result of that collision, Plaintiffs suffered damages in an amount to be proven at
9 trial.

10 **Fourth Cause of Action**
11 **Fraudulent Misrepresentation**
(Against Defendant Tesla and Does 1–50)

12 126. Plaintiffs incorporate herein each and every allegation set forth in the preceding
13 paragraphs as though fully set forth herein.

14 127. TESLA represented to members of the general public—including —on Twitter, on
15 its blog, in advertising, in promotional materials, and on its website—that the TESLA “Autopilot”
16 feature was capable of “full-self driving” (i.e., capable of safely driving autonomously).

17 128. This representation was false; the TESLA “Autopilot” feature was not capable of
18 “full self-driving” (i.e., capable of safely driving autonomously). To the contrary, the “Autopilot”
19 feature has only ever been capable of SAE Level 2 automation (i.e., limited driver assistance), even
20 with the so-called “Full Self Driving” upgrade.

21 129. At the time it made these representations, TESLA knew—from the many publicized
22 fatalities, thousands of customer reports, its own internal testing, and from third-party testing—that
23 the TESLA “Autopilot” feature was not capable of “full self-driving” (i.e., capable of safely driving
24 autonomously). Indeed, TESLA knew that numerous crashes, including fatal crashes, occurred as a
25 result of their customers belief that TESLA’s vehicles are autonomous or that Autopilot is an
26 autonomous mode.

27 130. TESLA intended members of the public—including Giovanni—to rely on its
28 misrepresentations in regarding the TESLA’s “Autopilot” feature as capable of “full self-driving”

1 (i.e., capable of safely driving autonomously), and intended members of the public to rely on its
2 “Autopilot” feature to operate their vehicles on public roadways in their stead.

3 131. Giovanni reasonably relied on those representations when he purchased a TESLA
4 with the “Autopilot” and “Full Self Driving” upgrades, and when he used TESLA’s “Autopilot”
5 feature to operate his vehicle on public roadways in his stead.

6 132. As a result of Giovanni’s reliance on the Subject Vehicle’s “Autopilot” feature to self-
7 drive, Giovanni’s TESLA vehicle struck the parked emergency vehicle, causing fatal injuries to
8 Giovanni and serious injuries to Caleb.

9 133. As a result of that collision, Plaintiffs suffered damages in an amount to be proven at
10 trial.

11 134. TESLA’s conscious decision to deceive members of the public regarding the self-
12 driving capabilities of its “Autopilot” feature despite an awareness that customers would rely on the
13 feature for autonomous driving for which it was not designed, and that this had—and would continue
14 to have—dangerous and often deadly consequences purely out of a desire to maximize profits is
15 fraudulent, malicious, and oppressive conduct. Indeed, TESLA knew that disclosing the true
16 capabilities of its ADAS software would conflict with its desire to improve its financial condition and
17 establish itself as a dominant player in the electric vehicle market, and/or would increase costs and
18 thereby reduce its profit margins. That a major auto manufacturer would expose members of the
19 general public to a significantly increased risk of serious injury or death on public roadways simply
20 to maximize profit is loathsome, contemptible, and/or vile conduct that would be looked down
21 upon by most reasonable, ordinary people.

22 **Fifth Cause of Action**
23 **Concealment**

(Against Defendant Tesla and Does 1–50)

24 135. Plaintiffs incorporate herein each and every allegation set forth in the preceding
25 paragraphs as though fully set forth herein.

26 136. TESLA disclosed to Giovanni—on Twitter, on its blog, in advertising, in
27 Promotional materials, and on its website—that his Tesla Model S was equipped with an “Autopilot”
28 feature that was purportedly “full-self driving.”

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1 137. But TESLA did not disclose to Giovanni material information that rendered that
2 disclosure deceptive by conveying the false impression the TESLA “Autopilot” feature was capable
3 of safely driving autonomously. Specifically, TESLA did not disclose that the “Autopilot” feature
4 was only SAE Level 2, that only SAE Level 3 or above can be considered safely fully autonomous,
5 that the Tesla Model S lacked the necessary hardware to ever function beyond Level 2, that TESLA’s
6 marketing video purportedly showing “Autopilot” self-driving TESLA was staged, and that there had
7 been thousands of crashes when users allowed the “Autopilot” to self-drive.

8 138. Giovanni did not know these facts when he chose to purchase a Tesla Model S with
9 the “Autopilot” feature from the Subject Vehicle’s prior owner, or when he chose to rely on those
10 features to drive the Tesla in his stead on public roadways.

11 139. TESLA intended to deceive members of the public—including Giovanni—regarding
12 whether TESLA’s “Autopilot” feature was capable of “full self-driving” (i.e., capable of safely driving
13 autonomously), by concealing these facts.

14 140. Had TESLA told Giovanni that the “Autopilot” feature was only SAE Level 2, that
15 only SAE Level 3 or above can be considered safely fully autonomous, that the Tesla Model S lacked
16 the necessary hardware to ever function beyond Level 2, that TESLA’s marketing video purportedly
17 showing “Autopilot” self-driving Tesla was staged, and that there had been thousands of crashes
18 when users allowed the “Autopilot” to self-drive, Giovanni either would not have purchased the
19 Telsa Model S in the first place, and certainly would not have relied on “Autopilot” to operate his
20 Tesla Model S in his stead on a public roadway.

21 141. As a result of Giovanni’s reliance on the Subject Vehicle’s “Autopilot” feature to self-
22 drive, Giovanni’s vehicle struck the parked emergency vehicle, causing a major frontal impact and
23 Giovanni’s death, and causing Caleb to sustain serious injuries.

24 142. As a result of that collision, Plaintiffs suffered damages in an amount to be proven at
25 trial.

26 143. TESLA’s conscious decision to deceive members of the public regarding the self-
27 driving capabilities of its “Autopilot” feature despite an awareness that customers would rely on the
28 feature for autonomous driving for which it was not designed, and that this had—and would continue

1 to have—dangerous and often deadly consequences purely out of a desire to maximize profits is
2 fraudulent, malicious, and oppressive conduct. Indeed, TESLA knew that disclosing the true
3 capabilities of its ADAS software would conflict with its desire to improve its financial condition and
4 establish itself as a dominant player in the electric vehicle market, and/or would increase costs and
5 thereby reduce its profit margins. That a major auto manufacturer would expose members of the
6 general public to a significantly increased risk of serious injury or death on public roadways simply
7 to maximize profit is loathsome, contemptible, and/or vile conduct that would be looked down
8 upon by most reasonable, ordinary people.

9
10 **Sixth Cause of Action**
Negligent Infliction of Emotional Distress
(Against Defendant Tesla and Does 1–100)

11 144. Plaintiffs incorporate herein each and every allegation set forth in the preceding
12 paragraphs as though fully set forth herein.

13 145. Through the acts and omissions alleged herein, Defendants, and each of them,
14 failed to exercise a reasonable degree of skill and care in their conduct towards Plaintiff. Defendants,
15 and each of them, breached and failed in their obligations and duties and otherwise breached their
16 duty of reasonable care and were negligent.

17 146. Plaintiff CALEB MENDOZA is the brother of Decedent Giovanni Mendoza and
18 was present when Giovanni sustained fatal injuries in the subject motor vehicle collision and died at
19 the scene of the crash.

20 147. As a direct and proximate result of the collision and of witnessing the unexpected,
21 untimely, and horrific death of his brother, Plaintiff CALEB MENDOZA experienced severe
22 emotional distress, including but not limited to shock, anguish, horror, anxiety, worry and grief.

23 **Seventh Cause of Action**
Wrongful Death
24 (Against Defendant Tesla and Does 1-100)

25 148. Plaintiffs incorporate herein each and every allegation set forth in the preceding
26 paragraphs as though fully set forth herein.

27 149. As a direct and proximate result of the actions and inactions of Defendants as alleged
28 herein, Eduardo and Maria’s son, Genesis Giovanni Mendoza Martinez, died an untimely death at

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1 the scene of the crash on February 18, 2023, at the age of 31 years old, from fatal injuries sustained
2 in the subject motor vehicle collision.

3 150. Plaintiffs Eduardo and Maria Mendoza have suffered and will suffer damages for the
4 wrongful death of their son, including, but not limited to, loss of society, comfort, companionship,
5 services, and affection, and other general damages.

6 **Prayer for Relief**

7 WHEREFORE Plaintiffs pray for judgment against Defendants as follows:

- 8 1. For economic damages according to proof at the time of trial;
- 9 2. For noneconomic damages according to proof at the time of trial;
- 10 3. For punitive damages against Tesla in an amount to be proven at trial;
- 11 4. For costs of suit;
- 12 5. For pre-judgement interest in accordance with Civil Code sections 3287, 3288, and
13 3291; and
- 14 6. For such other relief as is fair, just, equitable and as the Court may deem proper.

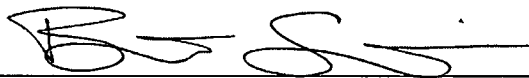
15
16 **DEMAND FOR JURY TRIAL**

17 Plaintiff demands trial by jury on all issues for which the right to a jury trial is guaranteed by
18 the U.S. Constitution, California Constitution, and/or California law.

19 Dated: September 25, 2024

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20
21 By:



22 Brett Schreiber, Esq.
23 Attorneys for Plaintiffs CALEB MENDOZA, EDUARDO
24 AND MARIA MENDOZA, and the ESTATE OF
25 GENESIS GIOVANNI MENDOZA MARTINEZ, by
26 and through its personal representatives Eduardo and Maria
27 Elena Mendoza
28

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Brett J. Schreiber, Esq. (SBN 239707) Singleton Schreiber, LLP, 591 Camino de la Reina, Ste. 1025, San Diego, CA 92108 TELEPHONE NO.: (619) 771-3473 FAX NO.: (619) 255-1515 EMAIL ADDRESS: bschreiber@singletonschreiber.com ATTORNEY FOR (Name): Caleb Mendoza, et al.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: 725 Court Street CITY AND ZIP CODE: Martinez, CA 94553 BRANCH NAME: Wakefield Taylor Courthouse	
CASE NAME: Caleb Mendoza, et al. v. Tesla Inc., et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: C24-02690 JUDGE: DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

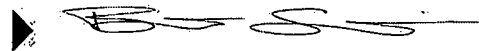
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 1. Strict Products Liability; 2. Negligent Products Liability; 3. Negligent Misrepresentation
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 10/09/2024

Brett J. Schreiber, Esq.

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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4. b. Provide a brief statement of the case, including any damages (if personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings; if equitable relief is sought, describe the nature of the relief):

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. **Jury or nonjury trial**

The party or parties request a jury trial a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. **Trial date**

- a. The trial has been set for (date):
- b. No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):
- c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. **Estimated length of trial**

The party or parties estimate that the trial will take (check one)

- a. days (specify number):
- b. hours (short causes) (specify):

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial by the attorney or party listed in the caption by the following:

- a. Attorney:
- b. Firm:
- c. Address:
- d. Telephone number:
- e. Email address:
- f. Fax number:
- g. Party represented:

Additional representation is described in Attachment 8.

9. **Preference**

This case is entitled to preference (specify code section):

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.

- (1) For parties represented by counsel: Counsel has has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
- (2) For self-represented parties: Party has has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

- (1) This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
- (2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
- (3) This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
--	--------------

10. c. In the table below, indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete mediation by <i>(date)</i> : <input type="checkbox"/> Mediation completed on <i>(date)</i> :
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete settlement conference by <i>(date)</i> : <input type="checkbox"/> Settlement conference completed on <i>(date)</i> :
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete neutral evaluation by <i>(date)</i> : <input type="checkbox"/> Neutral evaluation completed on <i>(date)</i> :
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete judicial arbitration by <i>(date)</i> : <input type="checkbox"/> Judicial arbitration completed on <i>(date)</i> :
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete private arbitration by <i>(date)</i> : <input type="checkbox"/> Private arbitration completed on <i>(date)</i> :
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for <i>(date)</i> : <input type="checkbox"/> Agreed to complete ADR session by <i>(date)</i> : <input type="checkbox"/> ADR completed on <i>(date)</i> :

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
--	--------------

11. Insurance

- a. Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: Yes No
- c. Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. There are companion, underlying, or related cases.
 - (1) Name of case:
 - (2) Name of court:
 - (3) Case number:
 - (4) Status:
- Additional cases are described in Attachment 13a.
- b. A motion to consolidate coordinate will be filed by (*name party*):

14. Bifurcation

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. The party or parties have completed all discovery.
- b. The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
--------------	--------------------	-------------

- c. The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
--	--------------

17. Economic litigation

- a. This is a limited civil case (i.e., the amount demanded is \$35,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):

- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

 (TYPE OR PRINT NAME)

▲ _____
 (SIGNATURE OF PARTY OR ATTORNEY)

 (TYPE OR PRINT NAME)

▲ _____
 (SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form

Save this form

Clear this form

Electronically Filed Superior Court of CA County of Contra Costa 10/18/2024 2:23 PM By: A. Stewart, Deputy

1 Brett J. Schreiber, Esq. (SBN 239707)
2 J. Domenic Martini, Esq. (SBN 324064)
Singleton Schreiber, LLP
3 591 Camino de la Reina, Ste. 1025
San Diego, California 92108
4 Tel: (619) 488-6699 Fax: (619) 488-6699
bschreiber@singletonschreiber.com
5 dmartini@singletonschreiber.com

6 Attorneys for Plaintiff Estate of Genesis G. Mendoza-Martinez
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF CONTRA COSTA**
10

11 **Eduardo Mendoza and Maria Elena**
12 **Mendoza, as successors in interest to**
13 **Decedent Genesis G. Mendoza-**
14 **Martinez,**

15 Plaintiff,

16 **Tesla Motors, Inc., and Does 1 through**
17 **50, inclusive,**

18 Defendants.

Case No.: C24-02690

Declaration of Eduardo Mendoza and Maria
Elena Mendoza Per Code Civ. Proc. §377.32

19 **We, Eduardo Mendoza and Maria Elena Mendoza, declare as follows:**

- 20 1. We are the successors in interest to decedent Genesis G. Mendoza-Martinez, our son.
- 21 2. This declaration is based on our personal knowledge. If called to testify as to these
- 22 matters, we could and would competently testify to the following.
- 23 3. Pursuant to Code of Civil Proc. §377.32:
 - 24 a. Decedent's name: **Genesis G. Mendoza-Martinez**. Decedent died on
 - 25 February 18, 2023, in Contra Costa, California.
 - 26 b. No proceeding is now pending in California for administration of the
 - 27 decedent's estate.
 - 28 c. The affiants or declarants are the decedent's successors in interest (as defined

SINGLETON SCHREIBER, LLP
591 Camino de la Reina, Suite 1025 | San Diego, CA 92108
www.singletonschreiber.com

1 in Section 377.11 of the California Code of Civil Procedure) and succeed to the decedent's
2 interest in the action or proceeding.

3 d. No other person has a superior right to commence the action or proceeding
4 or to be substituted for the decedent in the pending action or proceeding.

5 e. A true and correct certified copy of the decedent's death certificate is attached
6 to this Declaration as **EXHIBIT A**.

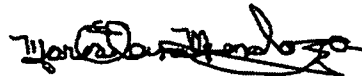
7
8 The affiants or declarants affirm or declare under penalty of perjury under the laws of the State of
9 California that the foregoing is true and correct.

10
11 Dated: March 8, 2023



12 _____
13 Eduardo Mendoza, executed in Bethel Island,
14 California

15 Dated: March 8, 2023



16 _____
17 Maria Elena Mendoza, executed in Bethel Island,
18 California

SINGLETON SCHRIBER, LLP
591 Camino de la Reina, Suite 1025 | San Diego, CA 92108
www.singleton-scriber.com

EXHIBIT A

CERTIFICATION OF VITAL RECORD

COUNTY OF CONTRA COSTA
MARTINEZ, CALIFORNIA

3052023051211

CERTIFICATE OF DEATH

3202307001485

STATE FILE NUMBER		COUNTY OF CALIFORNIA SEE BACK FOR QUALIFYING JURISDICTIONS OR AUTHORITY (S-11 PRE-2002)				LOCAL REGISTRATION NUMBER			
1. NAME OF DECEDENT - FIRST (Given)		2. MIDDLE		3. LAST (Family)					
GENESIS		GIOVANNI		MENDOZAMARTINEZ					
4. DATE OF BIRTH mm/dd/yyyy									
5. AGE Yrs									
6. SEX									
7. DATE OF DEATH mm/dd/yyyy									
8. HOUR (24 Hour)									
9. BIRTH STATE/FOREIGN COUNTRY									
10. SOCIAL SECURITY NUMBER									
11. EVER IN U.S. ARMED FORCES?									
12. MARITAL STATUS/STOP at Time of Death									
13. EDUCATION - Highest Level/Type									
14. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see worksheet on back)									
15. DECEDENT'S RACE - Up to 3 races may be listed (See worksheet on back)									
16. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED									
17. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, real construction, employment agency, etc.)									
18. YEARS IN OCCUPATION									
19. DECEDENT'S RESIDENCE (Street and number, or locality)									
20. CITY									
21. COUNTY/PROVINCE									
22. ZIP CODE									
23. YEARS IN COUNTY									
24. STATE/FOREIGN COUNTRY									
25. INFORMANT'S NAME RELATIONSHIP									
26. INFORMANT'S MAILING ADDRESS (Street and number, or business number, city or town, state and zip)									
27. NAME OF SURVIVING SPOUSE/SPOPEE - FIRST									
28. MIDDLE									
29. LAST (BIRTH NAME)									
30. NAME OF FATHER/MOTHER-IN-LAW - FIRST									
31. MIDDLE									
32. LAST									
33. BIRTH STATE									
34. NAME OF MOTHER/MOTHER-IN-LAW - FIRST									
35. MIDDLE									
36. LAST (BIRTH NAME)									
37. BIRTH STATE									
38. DISPOSITION DATE mm/dd/yyyy									
39. PLACE OF FINAL DISPOSITION									
40. TYPE OF DISPOSITION									
41. SIGNATURE OF EMBALMER									
42. LICENSE NUMBER									
43. NAME OF FUNERAL ESTABLISHMENT									
44. LICENSE NUMBER									
45. SIGNATURE OF LOCAL REGISTRAR									
46. DATE mm/dd/yyyy									
47. PLACE OF BIRTH									
48. FACILITY ADDRESS OF LOCATION WHERE FOUND (Street and number, or locality)									
49. CITY									
50. CAUSE OF DEATH									
51. BLUNT IMPACT HEAD, THORACO ABDOMINAL AND LEFT LEG INJURIES									
52. MOTOR VEHICLE COLLISION									
53. TIME INTERVAL BETWEEN ONSET AND DEATH									
54. DEATH REQUIRED TO CORPSE?									
55. IMMEDIATE									
56. AUTOPSY PERFORMED?									
57. AUTOPSY PERFORMED?									
58. USED IN DETERMINING CAUSE?									
59. USED IN DETERMINING CAUSE?									
60. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE OF DEATH									
61. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.)									
62. DECEDENT PROGRAM IN LAST YEAR?									
63. YES									
64. NO									
65. UNK									
66. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSE STATED.									
67. SIGNATURE AND TITLE OF CORONER									
68. LICENSE NUMBER									
69. DATE mm/dd/yyyy									
70. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE									
71. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSE STATED.									
72. MANNER OF DEATH									
73. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)									
74. DESCRIBE HOW INJURY OCCURRED (Event which resulted in injury)									
75. LOCATION OF INJURY (Street and number, or location, and city and state)									
76. SIGNATURE OF CORONER / DEPUTY CORONER									
77. DATE mm/dd/yyyy									
78. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER									
79. STATE REGISTRAR									
80. FAX AUTH.#									
81. CENSUS TRACT									

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

000059787

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Contra Costa County Department of Health Services.

DATE ISSUED 03/15/2023 JD

Orizvieli MD

ORI TZVIELI, MD
HEALTH OFFICER

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the County Health Officer.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CACONTRADJ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA**

Plaintiff(s) / Cross Plaintiff(s)

vs.

ADR Case Management Stipulation and Order
(Unlimited Jurisdiction Civil Cases)

Defendant(s) / Cross Defendant(s)

CASE NO: _____

▶ ALL PARTIES STIPULATING TO ADR AND DELAYING THEIR CASE MANAGEMENT CONFERENCE 90 DAYS MUST **SUBMIT THE ORDER FOR THE JUDGE'S SIGNATURE AND FILE THIS FORM AT LEAST 15 DAYS BEFORE THEIR CASE MANAGEMENT CONFERENCE.** (NOT AVAILABLE IN COMPLEX LITIGATION CASES.)

▶ PARTIES MUST ALSO SEND A COPY OF THIS **FILED STIPULATION AND ORDER TO THE ADR OFFICE:**
EMAIL adrweb@contracosta.courts.ca.gov FAX: (925) 608-2109 MAIL: P.O. BOX 911, MARTINEZ, CA 94553

Counsel and all parties agree to delay their case management conference 90 days to attend ADR and complete pre-ADR discovery as follows:

1. Selection and scheduling for Alternative Dispute Resolution (ADR):
 - a. The parties have agreed to ADR as follows:
 - i. Mediation (Court-connected Private)
 - ii. Arbitration (Judicial Arbitration (non-binding) Private (non-binding) Private (binding))
 - iii. Neutral case evaluation
 - b. The ADR neutral shall be selected by (date): _____ (no more than 14 days after filing this form)
 - c. ADR shall be completed by (date): _____ (no more than 90 days after filing this form)
2. The parties will complete the following discovery plan:
 - a. Written discovery: (Additional page(s) attached)
 - i. Interrogatories to:
 - ii. Request for Production of Documents to:
 - iii. Request for Admissions to:
 - iv. Independent Medical Evaluation of:
 - v. Other:
 - b. Deposition of the following parties or witnesses: (Additional page(s) attached)
 - i. _____
 - ii. _____
 - iii. _____
 - c. No Pre-ADR discovery needed
3. The parties also agree: _____
4. Counsel and self-represented parties represent they are familiar with and will fully comply with all local court rules related to ADR as provided in Title Three; Chapter 5, will pay the fees associated with these services, and understand that if they do not, without good cause, comply with this stipulation and all relevant local court rules, they may be subject to sanctions.

Counsel for Plaintiff (print)		Fax
Signature		
Counsel for Plaintiff (print)		Fax
Signature		

Counsel for Defendant (print)		Fax
Signature		
Counsel for Defendant (print)		Fax
Signature		

Pursuant to the Stipulation of the parties, and subject to the *Case Management Order* to be filed, **IT IS SO ORDERED** that the Case Management Conference set for _____ is vacated and rescheduled for _____ at (8:30 a.m. / _____) **Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.**

Dated: _____ _____
Judge of the Superior Court



CONTRA COSTA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

All judges in the Civil Trial Delay Reduction Program agree that parties should consider using Alternative Dispute Resolution (ADR) to settle their cases. To tell the court you will use ADR:

- Choose ADR on the *Case Management Form (CM-110)*;
- File a *Stipulation and Order to Attend ADR and Continue First Case Management Conference 90-Days* (local court form); or
- Agree to ADR at your first court appearance.

Questions? Email adrweb@contracosta.courts.ca.gov or call (925) 608-2075

MEDIATION

Mediation is often faster and less expensive than going to trial. Mediators help people who have a dispute talk about ways they can settle their case. Parties email, fax or visit the ADR Programs office to get a list of mediators. After parties have agreed on a mediator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the mediator at least 5 court days before mediation starts.

ALL parties and attorneys must go to mediation. Mediation can be held whenever and wherever the parties and the mediator want, as long as they finish before the court deadline. In some kinds of court cases, parties have the chance to mediate in the courthouse on their trial day.

Most mediators begin by talking with the parties together, helping them focus on the important issues. The mediator may also meet with each party alone. Mediators often ask parties for their ideas about how to settle the case. Some mediators tell the parties how much money they think a case is worth, or tell them what they think might happen if the case went to trial. Other mediators help the parties decide these things for themselves. No matter what approach a mediator takes, decisions about settling a case can only be made when all the parties agree.

If the parties go through the court ADR program, mediators do not charge fees for the first half hour spent scheduling or preparing for mediation. They also do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediators regular fees. Some mediators ask for a deposit before mediation starts. Mediators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the mediation. A party whose court fees have been waived (cancelled) may ask if their mediation fees or deposit can be waived.

If parties agree about how they will settle their case, they can choose to keep it private, write it up as a contract, or ask the judge to make it a court order. What parties say and agree to in mediation is confidential (private).

PRIVATE MEDIATION

Private mediation works in the same way as judicial mediation, but the parties do not go through the ADR Programs office. Parties choose a mediator on their own, and pay the mediator's normal fees.

JUDICIAL ARBITRATION (non-binding)

In judicial arbitration, an independent attorney (arbitrator) looks at the evidence, listens to the parties and their witnesses, and decides how the case will be settled. Judicial arbitration is less formal than court. Parties email, fax or visit the ADR Programs office to get a list of arbitrators. If they cannot agree on an arbitrator, the court will assign one. The judge can send cases to arbitration if there is less than \$50,000 in dispute. The person who started the court case can make sure the case goes to arbitration if they agree to limit the amount they are asking for to \$50,000. Parties can also agree they want to use judicial arbitration. The arbitrator must send their decision (award) to the court within 10 days of the last hearing. The award becomes a court judgment unless a party asks the court to review the case within 60 days. Parties must use the ADR-102 form to ask for a new court hearing (called a trial de novo.) Judicial arbitrators charge \$150 per case or per day.

PRIVATE ARBITRATION (non-binding and binding)

Private, non-binding arbitration is the same as judicial arbitration, except that the parties do not go through the ADR Programs office to choose an arbitrator, and the arbitrator's award will not become a judgment of the court unless all parties agree. Parties must pay the arbitrator's normal fees.

Binding arbitration is different from judicial or private non-binding arbitration because the arbitrator's decision is final. Parties give up their right to have a judge review their case later (except for reasons listed in California Code of Civil Procedure, Section 1286.2.) Binding arbitration rules are listed in California Code of Civil Procedure, Sections 1280-1288.8. Parties may also agree any time before the judge has made a decision that ends the case to switch to binding arbitration. Parties choose the arbitrator on their own, and must pay the arbitrator's normal (not \$150) fees.

SETTLEMENT MENTOR CONFERENCE

Settlement mentors are independent, experienced trial attorneys that a judge has assigned to help parties look for ways to settle their case. The conference is free and is held in the courthouse. It is often held on the morning of trial, but it can be scheduled anytime. These conferences usually last two or three hours. Parties do not present evidence and do not call witnesses. Parties can ask the settlement mentor to keep some information confidential (private) from the other party, but not from the judge. The settlement mentor can share any information with the judge, or involve the judge in settlement discussions. All principals, clients, and claims representatives must attend the settlement mentor conference.

NEUTRAL CASE EVALUATION

In neutral case evaluation, an independent attorney (evaluator) reviews documents and listens to each party's side of the case. The evaluator then tells the parties what they think could happen if the case went to trial. Many people use the evaluator's opinion to reach an agreement on their own, or use this information later in mediation or arbitration to settle their case.

Parties email, fax or visit the ADR Programs office to get a list of evaluators. After parties have agreed on an evaluator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the evaluator at least 5 court days before evaluation starts. ALL parties and their attorneys must go to neutral case evaluation. The evaluation can be held whenever and wherever the parties and the evaluator want, as long as they finish before the court deadline. If the parties go through the court's ADR program, evaluators do not charge any fees for the first half hour spent scheduling or preparing for the evaluation conference. They also do not charge fees for the first two hours of the evaluation. If parties need more time, they must pay that evaluators regular fees. Some evaluators ask for a deposit before evaluation starts. Evaluators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the evaluation. A party whose court fees have been waived (cancelled) may ask if their evaluation fees or deposit can be waived.

TEMPORARY JUDGE

Some parties want a trial, but want to choose who will decide the case and when the trial will take place. Parties can agree on an attorney that they want the court to appoint as a temporary judge for their case. (See Article 6, Section 21 of the State Constitution and Rule 2.830 of the California Rules of Court.) Temporary judges have nearly the same authority as a superior court judge to conduct a trial and make decisions. As long as the parties meet the court deadline, they can schedule the trial at their own and the temporary judge's convenience.

Each of the temporary judges on the court's panel has agreed to serve at no charge for up to 5 court days. If the parties need more time, they must pay that person's regular fees. All parties and their lawyers must attend the trial, and provide a copy of all briefs or other court documents to the temporary judge at least two weeks before the trial. These trials are similar to other civil trials, but are usually held outside the court. The temporary judge's decision can be appealed to the superior court. There is no option for a jury trial. The parties must provide their own court reporter.

SPECIAL MASTER

A special master is a private lawyer, retired judge, or other expert appointed by the court to help make day-to-day decisions in a court case. The special master's role can vary, but often includes making decisions that help the discovery (information exchange) process go more smoothly. He or she can make decisions about the facts in the case. Special masters can be especially helpful in complex cases. The trial judge defines what the special master can and cannot do in a court order.

Special masters often issue both interim recommendations and a final report to the parties and the court. If a party objects to what the special master decides or reports to the court, that party can ask the judge to review the matter. In general, the parties choose (by stipulation) whom they want the court to appoint as the special master, but there are times (see California Code of Civil Procedure Section 639), when the court may appoint a special master or referee without the parties' agreement. The parties are responsible to pay the special master's regular fees.

COMMUNITY MEDIATION SERVICES

Mediation Services are available through non-profit community organizations. These low-cost services are provided by trained volunteer mediators. For more information about these programs contact the ADR Program at adrweb@contracosta.courts.ca.gov

EXHIBIT "B"



11/04/2024

CT Log Number 547701989

Service of Process Transmittal Summary

TO: LEGAL DEPARTMENT - SOP
TESLA, INC.
3000 HANOVER ST
PALO ALTO, CA 94304-1112

RE: Process Served in California

FOR: Tesla, Inc. (Domestic State: TX)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: Caleb Mendoza; Eduardo Mendoza and Maria Mendoza; and Estate of Genesis Giovanni Mendoza Martinez, by and through its personal representatives, Eduardo and Maria Elena Mendoza // To: Tesla, Inc.

DOCUMENT(S) SERVED: Summons, Notice, Complaint, Civil Case Cover Sheet, Statement, Declaration, Exhibit(s)

COURT/AGENCY: Contra Costa County - Superior Court, CA
Case # C2402690

NATURE OF ACTION: Product Liability Litigation - Lemon Law - Tesla Model S with license number 7HSJ063 and VIN 5YJSA1H1OEF44876

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 11/04/2024 at 13:44

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after this summons and legal papers are served on you (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Brett J. Schreiber
Singleton Schreiber, LLP
591 Camino de la Reina, Ste. 1025
San Diego, CA 92108
619-771-3473

ACTION ITEMS: CT has retained the current log, Retain Date: 11/05/2024, Expected Purge Date: 11/10/2024

Image SOP

Email Notification, LEGAL DEPARTMENT - SOP legalsop@tesla.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com



CT Corporation
Service of Process Notification

11/04/2024

CT Log Number 547701989

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Mon, Nov 4, 2024
Server Name: DROP SERVICE

Entity Served	TESLA INC
Case Number	C2402690
Jurisdiction	CA

Inserts		



EXHIBIT "C"

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

**NELSON MULLINS RILEY &
SCARBOROUGH LLP**

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Torrance, CA 90502
Telephone: 424.221.7400
Facsimile: 424.221.7499

Attorneys for Defendant
TESLA, INC.

COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

Caleb Mendoza; Eduardo Mendoza and
Maria Mendoza; and Estate of Genesis
Giovanni Mendoza Martinez, by and
through its personal representatives,
Eduardo and Maria Elena Mendoza,

Plaintiffs,

vs.

Tesla, Inc., a Delaware corporation, and
DOES 1 through 100, inclusive,

Defendants.

Case No. C24-02690

**DEFENDANT TESLA, INC.'S ANSWER
TO PLAINTIFFS' COMPLAINT;
DEMAND FOR JURY TRIAL**

Judge: Hon. Charles S. Treat
Dept: 12

Trial Date: None Set
Action Filed: October 9, 2024

Defendant Tesla, Inc. ("Tesla"), answers Plaintiffs Caleb Mendoza, Eduardo Mendoza, Maria
Mendoza, and the Estate of Genesis Giovanni Mendoza Martinez, by and through its personal
representatives, Eduardo and Maria Elena Mendoza (Plaintiffs) Complaint, as follows:

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

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GENERAL DENIAL

Under the provisions of California Code of Civil Procedure section 431.30, subdivision (d), defendant Tesla denies each and every allegation, both specifically and generally, of each cause of action contained in Plaintiffs’ Complaint on file herein and the whole thereof, and denies that Plaintiffs were damaged in any sum or sums, or at all.

FIRST AFFIRMATIVE DEFENSE

(Comparative Fault)

1. Tesla is informed and believes, and on that basis alleges that Plaintiffs’ alleged damages, if any, may have been caused in whole or in part by Decedent Genesis Giovanni Mendoza Martinez’s and/or Plaintiff Caleb Mendoza’s own negligent acts and/or omissions. Accordingly, the Plaintiffs are barred from recovery by Decedent Genesis Giovanni Mendoza Martinez’s and/or Caleb Mendoza’s own contributory/comparative fault or alternatively, Plaintiffs’ recovery should be reduced by an allocation of Decedent Genesis Giovanni Mendoza Martinez’s and/or Caleb Mendoza’s fault or responsibility for their own negligent acts and/or omissions.

SECOND AFFIRMATIVE DEFENSE

(Third Party Liability)

2. Tesla is informed and believes, and on that basis alleges that the negligence, acts, or omissions of another, not Tesla, caused or contributed to the alleged loss/damages; and that such negligence, act, or omission, was the sole proximate cause, contributing cause, or independent intervening cause of the loss alleged.

THIRD AFFIRMATIVE DEFENSE

(Abuse/Misuse/Alteration)

3. Tesla is informed and believes, and on that basis alleges that the loss alleged resulted from the abuse, misuse, or alteration of the product in question which was not reasonably foreseeable to Tesla. That abuse, alteration, and/or modification reasonably caused or contributed to the happening of the alleged incident and to the injuries, loss, and damages, if any, and, hence, the Plaintiffs may not recover.

///

1 **FOURTH AFFIRMATIVE DEFENSE**

2 **(State-of-the-Art)**

3 4. Tesla alleges that at the time the product referred to in Plaintiffs' Complaint was
4 originally sold and delivered, it comported with the state-of-the-art at the time of manufacture and
5 complied with all applicable government standards and requirements.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 **(Product Misuse/Improper Maintenance)**

8 5. Tesla is informed and believes, and on that basis alleges that the damages and injuries
9 suffered by Plaintiffs and Decedent Genesis Giovanni Mendoza Martinez, if any, were caused by
10 misuse or improper maintenance of the subject product in a manner not reasonably foreseeable to
11 Tesla. That misuse or improper maintenance reasonably caused or contributed to the happening of
12 the alleged incident and to the injuries, loss, and damages, if any.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 **(Duty to Warn)**

15 6. Any duty on the part of Tesla to warn Plaintiffs, Decedent Genesis Giovanni Mendoza
16 Martinez, and/or others of the risks and dangers of utilizing the product in question, if any such duty
17 existed, was satisfied through the information and warnings provided with the product, and/or the
18 warnings provided to Tesla's sophisticated customers. Accordingly, Tesla is discharged of its duty
19 to warn of the risk of utilizing the subject product, if any such duty existed, by so advising other
20 persons.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 **(No Additional Warnings)**

23 7. Tesla alleges that no additional warnings would have, or could have prevented the
24 alleged incident, the injuries, losses and damages alleged by Plaintiffs.

25 **EIGHTH AFFIRMATIVE DEFENSE**

26 **(Open and Obvious)**

27 8. Any risks of use of the product referred to in Plaintiffs' Complaint were open and
28 obvious. The law imposes no legal duty to warn of obvious risks and Tesla is not liable to Plaintiffs

1 for any injuries or damages claimed in this action.

2 **NINTH AFFIRMATIVE DEFENSE**

3 **(Set-Off)**

4 9. Tesla contends that it is entitled to a set-off for all settlements and compensation that
5 the Plaintiffs have received, or may receive, as a result of the injuries which are alleged to have
6 occurred.

7 **TENTH AFFIRMATIVE DEFENSE**

8 **(Consent, Waiver, Release, Estoppel, and Unclean Hands)**

9 10. Tesla alleges that Plaintiffs' claims are barred by the doctrines of consent, waiver,
10 informed consent, release, equitable estoppel, and unclean hands.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 **(Reasonably Safe Design)**

13 11. Tesla contends that the subject product has a reasonably safe design as measured by
14 the appropriate test under the applicable state law.

15 **TWELFTH AFFIRMATIVE DEFENSE**

16 **(Failure to State Facts Sufficient to Support Punitive Damages)**

17 12. Neither Plaintiffs' Complaint, nor any purported cause of action in it, state facts
18 sufficient to entitle Plaintiffs to an award of punitive damages against Tesla.

19 **THIRTEENTH AFFIRMATIVE DEFENSE**

20 **(Unconstitutionality of Punitive Damages)**

21 13. Tesla alleges that since there are no specific factual allegations to support a claim for
22 punitive damages against Tesla in Plaintiffs' Complaint and Prayer, the imposition of any punitive
23 damages in this case would deprive Tesla of its property without due process of law under the
24 California State Constitution and the United States Constitution. Further, the imposition of punitive
25 damages in this case would violate Tesla's right to protection from "excessive fines" as provided in
26 the Eighth Amendment of the United States Constitution, and Article I, section 17 of the California
27 State Constitution.

28 ///

FOURTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

14. Tesla is informed and believes, and on that basis alleges that Plaintiff Caleb Mendoza has failed to mitigate his damages as required by law.

FIFTEENTH AFFIRMATIVE DEFENSE

(No Reliance)

15. Tesla is informed and believes, and on that basis alleges that Decedent Genesis Giovanni Mendoza Martinez did not reasonably rely on any representation of Tesla.

SIXTEENTH AFFIRMATIVE DEFENSE

(No Substantial Factor)

16. Tesla is informed and believes, and on that basis alleges that Decedent Genesis Giovanni Mendoza Martinez’s reliance on any representation made by Tesla, if any, was not a substantial factor in causing his harm.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Lack of Privity)

17. Tesla is informed and believes, and on that basis alleges that some or all of Plaintiffs’ claims against Tesla fail because there is a lack of privity between Tesla and Plaintiffs.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Spoliation of Evidence)

18. Tesla is informed and believes, and on that basis alleges that it has been prejudiced in its defense to the extent that evidence relevant to this case may have been destroyed or altered by others.

NINETEENTH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

19. Tesla reserves the right to seek leave to amend its answer and affirmative defenses as its investigation and discovery of this case proceeds.

WHEREFORE, Defendant Tesla prays as follows:

- (1) Plaintiffs take nothing by their Complaint;


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- (2) For judgment in favor of Tesla;
- (3) For its fees and costs as allowed by law; and
- (4) For such other and further relief as the Court may deem fair, just and equitable.

Dated: December 4, 2024

Respectfully submitted,

**NELSON MULLINS RILEY & SCARBOROUGH
LLP**

By: 
 Sandra G. Ezell
 Ian G. Schuler
 Trevor C. Zeiler
 Attorneys for Defendant
 TESLA, INC.

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

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DEMAND FOR JURY TRIAL

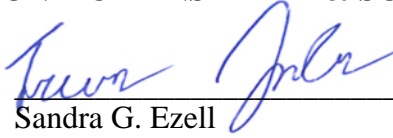
Tesla, Inc. hereby demands a trial by jury of all the issues triable by right.

Dated: December 4, 2024

Respectfully submitted,

**NELSON MULLINS RILEY & SCARBOROUGH
LLP**

By:



Sandra G. Ezell
Ian G. Schuler
Trevor C. Zeiler
Attorneys for Defendant
TESLA, INC.

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Nelson Mullins Riley & Scarborough LLP and my business address is 19191 South Vermont Avenue, Suite 900, Torrance, CA 90502.

On December 4, 2024 I served the foregoing document entitled **DEFENDANT TESLA, INC.'S ANSWER TO PLAINTIFFS' COMPLAINT; DEMAND FOR JURY TRIAL** on all the appearing and/or interested parties in this action by placing the original a true copy thereof as follows:

[by MAIL] - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

[by FAX] - I caused the aforementioned document(s) to be telefaxed to the aforementioned facsimile number(s). The machine printed a record of the transmission, and no error was reported by the machine.

[by FEDERAL EXPRESS] - I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.

[by ELECTRONIC SUBMISSION] - By transmitting such document(s) electronically from my e-mail address at Nelson Mullins Riley & Scarborough LLP to the person(s) at the electronic mail addresses listed above pursuant to Emergency Rule 12 and/or the agreement of the parties.

[by ELECTRONIC SUBMISSION] - I served the above listed document(s) described via the United States District Court's Electronic Filing Program on the designated recipients via electronic transmission through the CM/ECF system on the Court's website. The Court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document(s). Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities.

[by PERSONAL SERVICE] - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with [attorney service].

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed December 4, 2024 at Whittier, California.

ELIZABETH VELASQUEZ
Print Name

By: 
Signature

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

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SERVICE/MAILING LIST

Caleb Mendoza, et al. v. Tesla, Inc.
Contra Costa County Superior Court Case No.: C24-02690

<p>SINGLETON SCHREIBER, LLP Brett J. Schreiber, Esq. Srinvas Hanumadass, Esq. Carmela Birnbaum, Esq. 591 Camino de la Reina, Suite 1025 San Diego, CA 92108</p>	<p>ATTORNEYS FOR PLAINTIFFS</p> <p>Tel: (619) 771-3473 Fax: (619) 255-1515 Email: bschreiber@singletonschreiber.com vas@singletonschreiber.com cbirnbaum@singletonschreiber.com</p>
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NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

EXHIBIT "D"

B2938-8056 08/02/2024 8:22 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only
-FILED-
 File No.: BA20241411577
 Date Filed: 8/2/2024

Entity Details			
Corporation Name	Tesla, Inc.		
Entity No.	6303077		
Formed In	TEXAS		
Street Address of Principal Office of Corporation			
Principal Address	1 TESLA ROAD AUSTIN, TX 78725		
Mailing Address of Corporation			
Mailing Address	1 TESLA ROAD AUSTIN, TX 78725		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	None		
Officers			
Officer Name	Officer Address	Position(s)	
Elon Musk	1 TESLA ROAD AUSTIN, TX 78725	Chief Executive Officer	
Emmanuelle Stewart	1 TESLA ROAD AUSTIN, TX 78725	Secretary	
Vaibhav Taneja	1 TESLA ROAD AUSTIN, TX 78725	Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
Elon Musk	1 TESLA ROAD AUSTIN, TX 78725		
+ Troy Jones	1 TESLA RD AUSTIN, TX 78725		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
California Registered Corporate Agent (1505)	C T CORPORATION SYSTEM Registered Corporate 1505 Agent		
Type of Business			
Type of Business	sales, service, manufacturing , distribution, etc.		
Email Notifications			
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.		

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Jori Sawan

08/02/2024

Signature

Date

EXHIBIT "E"

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): December 1, 2021

Tesla, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-34756
(Commission
File Number)

91-2197729
(I.R.S. Employer
Identification No.)

**13101 Harold Green Road
Austin, Texas 78725**
(Address of Principal Executive Offices, and Zip Code)

(650) 681-5000
Registrant's Telephone Number, Including Area Code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock	TSLA	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 8.01 Other Events.

On December 1, 2021, Tesla, Inc. relocated its corporate headquarters to Gigafactory Texas at 13101 Harold Green Road, Austin, Texas 78725.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TESLA, INC.

By: /s/ Zachary J. Kirkhorn
Zachary J. Kirkhorn
Chief Financial
Officer

Date: December 1, 2021

EXHIBIT "F"

2022 WL 2714969

Only the Westlaw citation is currently available.
United States District Court, N.D. California,
San Jose Division.

Derrick MONET, Plaintiff,

v.

TESLA, INC., Defendant.

Case No. 5:22-cv-00681-EJD

|

Signed July 13, 2022

Attorneys and Law Firms

Donald Harlan Slavik, Pro Hac Vice, Slavik Law Firm, LLC, Steamboat Springs, CO, Elise Rochelle Sanguinetti, Arias Sanguinetti Wang & Torrijos, LLP, Emeryville, CA, Jamie Greer Goldstein, Arias Sanguinetti Stahle & Torrijos, LLP, Emeryville, CA, for Plaintiff.

Thomas P. Branigan, Pro Hac Vice, Thomas Lurie, Jr., Pro Hac Vice, Bowman and Brooke LLP, Bloomfield Hills, MI, Neil M. Kliebenstein, Bowman and Brooke LLP, San Jose, CA, for Defendant.

ORDER DENYING MOTION TO REMAND

Re: Dkt. No. 10

EDWARD J. DAVILA, United States District Judge

*1 Plaintiff Derrick Monet, Individually and as the Personal Representative of the Estate of Jenna Monet, deceased (“Plaintiff”), originally filed this case against Defendant Tesla, Inc. in the Superior Court for the County of Santa Clara on November 16, 2021. *See* Original Compl. For Damages For Personal Injury and Wrongful Death, Dkt. No. 1-1 (“Compl.”). On February 2, 2022, Defendant removed the case to federal court pursuant to 28 U.S.C. § 1441(a) based on diversity of citizenship. Before the Court is Plaintiff’s Motion to Remand for lack of subject matter jurisdiction. Pl. Derrick Monet’s Mot. to Remand, Dkt. No. 10 (“Mot.”). The matter is fully briefed and suitable for decision without oral argument pursuant to Civil Local Rule 7-1(b). For the reasons discussed below, Plaintiff’s motion will be denied.

I. Background

On December 29, 2019, Plaintiff was driving his 2019 Tesla Model 3 using the vehicle’s autosteer and traffic aware cruise control features, what Tesla calls its “Autopilot” system, while traveling with his wife Jenna from Arizona to Maryland. Compl. ¶ 1. While driving through Indiana, the couple crashed into the rear of a fire truck that was stopped at the scene of an earlier accident on the I-70 interstate freeway. *Id.* ¶ 2. Plaintiff’s wife died in the crash and Plaintiff suffered substantial injuries. *Id.* ¶ 3. As a result, Plaintiff brought the present case with nine causes of action including strict product liability, negligence, breach of warranty, and others. *Id.* ¶¶ 57–119.

Plaintiff is a resident and citizen of Arizona. *Id.* ¶ 38; *see also* 28 U.S.C. § 1332(c)(2). When the complaint was filed in state court, Defendant was a corporation incorporated in Delaware with its principal place of business in Palo Alto, Santa Clara County, California, and therefore was a citizen of Delaware and California. Mot. at 2; Def. Tesla, Inc.’s Resp. Opposing Pl.’s Mot. to Remand, Dkt. No. 18 (“Opp’n”) at 2. On December 1, 2021, Defendant moved its principal place of business to Austin, Travis County, Texas, and became a citizen of Delaware and Texas. Mot. at 3; Opp’n at 3. On January 4, 2022, *after* Defendant had already moved its headquarters to Texas, Plaintiff served its complaint on Defendant’s registered agent in California. Opp’n at 3. On February 2, 2022, Defendant removed the action to this Court.

II. Legal Standard

A case may be removed from state court to federal court “only if the federal court would have had subject matter jurisdiction over the case.” *Glob. Indus. Inv. v. Chung*, No. 19-CV-07670-LHK, 2020 WL 2027374, at *2–3 (N.D. Cal. Apr. 28, 2020) (citing 28 U.S.C. § 1441(a) and *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987) (“Only state-court actions that originally could have been filed in federal court may be removed to federal court by the defendant.”)). Plaintiff may move to remand a case to state court “on the basis of any defect other than lack of subject matter jurisdiction” within 30 days of the notice of removal. *Id.* (citing 28 U.S.C. § 1447(c)).

*2 In general, diversity jurisdiction “is determined (and must exist) as of the time the complaint is filed, and removal is effected.” *Stuto v. GE Healthcare, Inc.*, No. 19-CV-02093-PJH, 2019 WL 2423512, at *1 (N.D. Cal. June 10, 2019) (citing *Strotek Corp. v. Air Transp. Ass’n. of Am.*, 300 F.3d 1129, 1131–32 (9th Cir. 2002) (citing *Morongo Band of*

Mission Indians v. California State Bd. of Equalization, 858 F.2d 1376, 1380 (9th Cir. 1988) (diversity is determined by citizenship of parties as of filing of the original complaint)); *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690 (9th Cir. 1998) (diversity must exist when the action is removed)).

The “no local defendant rule” codified in 28 U.S.C. § 1441(b)(2), provides that “[a] civil action otherwise removable solely on the basis of the jurisdiction under section 1332(a) of this title may not be removed if any of the parties in interest *properly joined and served as defendants* is a citizen of the State in which such action is brought” (emphasis added).

III. Discussion

There is no dispute that there is complete diversity between Plaintiff and Defendant, and that the jurisdictional minimum of \$75,000 has been satisfied. Nonetheless, Plaintiff contends that at the time the lawsuit was filed in state court, Defendant was a citizen of California, and therefore the “no local defendant” rule embodied in § 1441(b) bars removal. Mot. at 2. Defendant contends that the “no local defendant rule” applies when the complaint is served, not when it is filed, and that by the time Plaintiff effected service, Defendant was no longer a citizen of California.

The “no local defendant rule” codified in 28 U.S.C. § 1441(b)(2) “is only applicable at the time a notice of removal is filed.” *Spencer v. U.S. Dist. Ct. for N. Dist. of Ca.*, 393 F.3d 867, 871 (9th Cir. 2004) (affirming denial of motion to remand because no local defendant was a party to the action at the time of removal). Under this binding Ninth Circuit authority, the Court finds that “no local defendant rule” does not bar removal in this case because Defendant was no longer a citizen of California at the time of removal. Furthermore, the plain language of § 1441(b)(2) bars removal only when a defendant “*properly joined and served*” is a resident of the forum. 28 U.S.C. § 1441(b)(2) (emphasis added). Here, Defendant was no longer a local defendant by the time it was *served*.

Plaintiff relies on *Stuto*, 2019 WL 2423512, in which the court held remand was not proper when a California corporation moved its headquarters to Texas because, although complete diversity existed when the case was removed, “complete diversity did not exist at the time the complaint was filed.” Mot. at 4–5 (citing *Stuto*, 2019 WL 2423512, at *5). Here, there has always been complete diversity between the parties. Plaintiff is a citizen of Arizona. Defendant was a citizen of California and Delaware at the time suit was filed, and Defendant is now a citizen of Texas and Delaware. Thus, *Stuto* is not applicable and does not bar removal of the present case to this Court.

Plaintiff also relies on the “time of filing” rule (i.e., a court’s jurisdiction depends on the circumstances when the case was filed), citing *Pullman Co. v. Jenkins*, 305 U.S. 534, 537–38 (1939). Pl. Derrick Monet’s Reply to Def.’s Resp. to Pl.’s Mot. to Remand, Dkt. No. 21 (“Reply”) at 3–4. Plaintiff is correct that the time of filing rule requires complete diversity to be present when the complaint is filed and that subject matter jurisdiction must exist at the time the complaint was filed. However, Plaintiff’s argument is misplaced because the time of filing rule is separate and distinct from the no local defendant rule codified in § 1441(b)(2). As stated previously, the plain language of § 1441(b)(2) bars removal only when a defendant “*properly joined and served*” is a resident of the forum. 28 U.S.C. § 1441(b)(2) (emphasis added).

IV. Conclusion

*3 For the reasons stated above, Plaintiff’s Motion to Remand is **DENIED**.

IT IS SO ORDERED.

All Citations

Not Reported in Fed. Supp., 2022 WL 2714969

2022 WL 2817422

Only the Westlaw citation is currently available.
United States District Court, E.D. California.

Natalie P. SARE, Plaintiff,
v.
TESLA, INC., et al., Defendants.

No. 2:22-cv-00547-JAM-CKD

|
Signed July 18, 2022

|
Filed July 19, 2022

Attorneys and Law Firms

Jonathan A. Michaels, MLG Attorneys at Law, Costa Mesa, CA, Brent Rawlings, Matthew Van Fleet, MLG, APLC, Costa Mesa, CA, for Plaintiff.

Michael Alan Preciado, Buchalter, Irvine, CA, for Defendant Tesla, Inc.

**ORDER DENYING PLAINTIFF'S
MOTION TO REMAND**

JOHN A. MENDEZ, SENIOR UNITED STATES DISTRICT
JUDGE

**I. FACTUAL ALLEGATIONS AND
PROCEDURAL BACKGROUND**

*1 This case arises from a fatal car crash. On May 14, 2020, Gary Marchi (“Marchi” or “Decedent”) was driving his 1995 Ford F-350 eastbound on the I-205, towing a flatbed trailer. Compl. ¶ 11, ECF No. 1-1. Andrea Myers (“Myers”) was driving her Model 3 Tesla in autopilot mode in the lane to Marchi’s left. Id.

Suddenly Myers’ Tesla began to swerve without warning, hitting the front driver’s-side of Marchi’s Ford. Id. ¶ 12. As Meyer’s attempted to regain control of her Tesla, it swerved again, hitting Marchi’s Ford for the second time. Id. This caused Marchi to lose control of his vehicle, flipping and rolling before coming to a stop. Id. ¶ 13. The roof of Marchi’s Ford collapsed internally. Id. Marchi sustained life-threatening injuries and ultimately, did not survive. Id.

Natalie Sare (“Plaintiff”), Marchi’s sister and personal representative of his estate, brought this action in San Joaquin County Superior Court against Tesla Inc. (“Defendant”) for (1) strict products liability — manufacturing defect; (2) strict products liability — design defect; (3) negligence, and (4) negligence — failure to recall. See generally Compl. Tesla removed the action to this Court on the basis of diversity jurisdiction. Not. of Removal at 2-4, ECF No. 1. Plaintiff now moves to remand the case back to San Joaquin County Superior Court and requests the associated fees and costs incurred. Mot. to Remand, ECF No. 8.¹ Defendant opposed the motion. Opp’n, ECF No. 9. Plaintiff replied. Reply, ECF No. 12. For the reasons set forth below Plaintiff’s motion is denied.

II. OPINION

A. Legal Standard

Removal jurisdiction is a creation of statute. See Libhart v. Santa Monica Dairy Co., 592 F.2d 1062, 1064 (9th Cir. 1979) (“The removal jurisdiction of the federal courts is derived entirely from the statutory authorization of Congress.”). In general, only those state court actions that could have been originally filed in federal court may be removed. 28 U.S.C. § 1441(a) (“Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant”); see also Caterpillar, Inc. v. Williams, 482 U.S. 386, 392 (1987) (“Only state-court actions that originally could have been filed in federal court may be removed to federal court.”). Accordingly, the removal statute provides two ways in which a state court action may be removed to federal court: (1) the case presents a federal question, or (2) the case is between citizens of different states and the amount in controversy exceeds \$75,000. 28 U.S.C. §§ 1331, 1332.

On a motion to remand, it is the removing defendant’s burden to establish federal jurisdiction, and the court must strictly construe removal statutes against removal. Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992) (“The ‘strong presumption’ against removal jurisdiction means that the defendant always has the burden of establishing that removal is proper.”). If there is any doubt as to the right to removal, the case should be remanded to state court. Matheson v. Progressive Specialty Ins. Co., 319 F.3d 1089, 1090 (9th Cir. 2003).

B. Analysis

*2 Defendants removed this action on the basis of diversity jurisdiction. Not. of Removal at 2-4. Plaintiff now seeks to remand the case, arguing the parties are not diverse. Mot. at 4-10. Diversity jurisdiction requires that all parties be completely diverse and the amount in controversy exceed \$75,000. 28 U.S.C. § 1332(a); [Matheson](#), 319 F.3d at 1090. “Complete diversity” exists where no plaintiff is a citizen of the same state as any defendant to the case. [Caterpillar, Inc. v. Lewis](#), 519 U.S. 61, 68 (1996). A natural person is a citizen of the state of their domicile – their permanent home where they reside and intend to remain. [Kanter v. Warner-Lambert Co.](#), 265 F.3d 853, 857 (9th Cir. 2001). A corporation is a citizen of both the state of incorporation and the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1).

Here, the parties agree the amount in controversy exceeds \$75,000 and Plaintiff is a citizen of California. Mot. at 4; Opp'n at 3, 9. Plaintiff, however, contends the parties are not diverse, as Defendant, at the time this suit was filed, had its principal place of business in Palo Alto and was thus a citizen of California. Mot. at 6. Defendant, on the other hand, claims that after moving its headquarters, it is no longer a citizen of California but rather Texas. Opp'n at 4-9. Accordingly, the sole issue before the Court is whether on February 14, 2022, when this lawsuit was filed, Tesla's principal place of business was in California or Texas. See [Grupo Dataflux v. Atlas Glob. Grp., L.P.](#), 541 U.S. 567, 570 (2004) (the jurisdiction of the court depends upon the circumstances at the time the action was brought).

A corporation's principal place of business is its “nerve center” – “the place where the corporation's high level officers direct, control, and coordinate the corporation's activities.” [Hertz Corp. v. Friend](#), 559 U.S. 77, 80-81 (2010). Ordinarily, a corporation's principal place of business will be “where the corporation maintains its headquarters – provided that the headquarters is the actual center of direction, control, and coordination [...] and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).” [Id.](#) at 93.

Defendant contends that it officially moved its global headquarters from Palo Alto, California to Austin, Texas on December 1, 2021, over two months before this action was filed. Opp'n at 5. To support this, Defendant submitted its 8-K form with the Securities and Exchange Commission, informing the Commission of its headquarters move on

December 1, 2021. Ex. B to Opp'n, ECF No. 9-3. Crucially, Defendant submits evidence that its high level corporate officers, including CEO Elon Musk, Chief Financial Officer Zachary Kirkhorn, Head of Legal Department David Searle, Vice President of Employee Health and Safety Laurie Shelby, and Senior Director of the Office of the CEO and Gigafactory Texas Omead Afshar, are all based out of the Texas headquarters. Preciado Decl. ¶ 5. Moreover, Tesla's Corporate Governance Guidelines directs communications from shareholders to the Texas address. Ex. F to Opp'n at 4-5, ECF 9-7; see [Wilmington Tr. Co. v. Boeing Co.](#), No. C20-0402-RSM-MAT, 2020 WL 4004575, at *2 (W.D. Wash. June 8, 2020) (finding corporate bylaws identifying Chicago as the location of the corporation's executive officers and directing notices from shareholders be sent to that location supported finding its principal place of business was in Chicago). Finally, there is no evidence of jurisdictional manipulation. Well before this lawsuit, as early as May 2020 continuing through October 1, 2021, Tesla's officers, including CEO Elon Musk, publicly stated Tesla would be moving its corporate headquarters to Austin, Texas. Preciado Decl. ¶ 6 (citing Ex. G.).

*3 Defendant has met its burden of demonstrating through competent evidence that at the time this suit was filed, Tesla's principal place of business was in Austin, Texas, as that is where its high level officers directed, controlled, and coordinated the corporation's activities. See [Hertz Corp.](#), 559 U.S. at 80-81. Plaintiff's evidence does not persuade the Court otherwise. Plaintiff relies on an article from April 2022 that Tesla celebrated its new headquarters' opening with a ‘Cyber Rodeo’ party two months after the complaint was filed. Mot. at 6. But as Defendant points out, the date Tesla decided to celebrate its opening with the public is not indicative of when their high level officers began directing operations from that locale. Opp'n at 5 n.2.

The Court therefore finds Tesla is a citizen of both Delaware, its place of incorporation, and Texas. Given Plaintiff is a citizen of California, complete diversity exists between the parties. Accordingly, Plaintiff's motion to remand and her accompanying request for fees and costs incurred is denied.

III. ORDER

For the reasons set forth above, the Court DENIES Plaintiff's motion to remand and request for associated fees and costs incurred.

IT IS SO ORDERED.

All Citations

Not Reported in Fed. Supp., 2022 WL 2817422

Footnotes

- 1 This motion was determined to be suitable for decision without oral argument. [E.D. Cal. L.R. 230\(g\)](#). The hearing was scheduled for June 7, 2022.

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