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16 Attorneys for Defendant  
TESLA, INC.

17 UNITED STATES DISTRICT COURT  
18 CENTRAL DISTRICT OF CALIFORNIA  
19

20 SEAN COHEN, on behalf of himself and  
21 all others similarly situated,

22 Plaintiff,

23 v.

24 TESLA, INC., a California and Texas  
Corporation; and DOES 1 through 50,  
25 Inclusive,

26 Defendant.  
27  
28

Case No. 2:23-cv-7057

**NOTICE OF REMOVAL**

State Court Case No.: 23STCV17233

Date Filed: July 21, 2023  
Date Served: July 27, 2023

1 **TO THE CLERK OF THE CENTRAL DISTRICT OF CALIFORNIA AND**  
2 **PLAINTIFF AND HIS COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE THAT** pursuant to 28 U.S.C. §§ 1332, 1441, and  
4 1446, Defendant Tesla, Inc. dba Tesla Motors, Inc. (“Defendant” or “Tesla”), by  
5 and through its counsel, hereby removes the above-entitled action from the Superior  
6 Court of the State of California, County of Los Angeles, to the United States  
7 District Court for the Central District of California:

8 **I. PROCEDURAL BACKGROUND**

9 1. On July 21, 2023, Plaintiff Sean Cohen (“Plaintiff”) filed an unverified  
10 class action complaint (the “Action”) in the Superior Court of the State of  
11 California, County of Los Angeles, titled *Sean Cohen, on behalf of himself and all*  
12 *others similarly situated v. Tesla, Inc. a California and Texas Corporation; and*  
13 *DOES 1 through 50, Inclusive*, Case No. 23CV035176. The Complaint alleges six  
14 causes of action: (1) common law fraud; (2) negligent misrepresentation ; (3) unjust  
15 enrichment; (4) Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq.; (5)  
16 violation of the False Advertising Law, California Business and Professions Code §  
17 17500, et seq.; and (6) Violation of the Unfair Competition Law, California  
18 Business and Professions Code § 17200 et seq.

19 2. Plaintiff filed the Action as an unlimited civil case (exceeds \$25,000)  
20 and seeks compensatory, statutory, and punitive damages according to proof at trial,  
21 along with attorneys’ fees.

22 3. On July 27, 2023, Plaintiff served Defendant Tesla with the Summons,  
23 Civil Case Cover Sheet, Civil Case Cover Sheet Addendum and Statement of  
24 Location, Complaint, ADR Information Packet, First Amended General Order re:  
25 Mandatory Electronic Filing, and Notice of Case Assignment. Pursuant to 28  
26 U.S.C. § 1446(a), attached hereto as **Exhibit A** is a true and correct copy of the  
27 Complaint and all accompanying documents served upon Tesla in the Action. On  
28 July 25, 2023, Plaintiff filed a Peremptory Challenge to the Judicial Officer, which

1 is attached hereto as **Exhibit B**. On August 2, 2023, the Court issued a Minute  
2 Order re: Peremptory Challenge to Judicial Officer, which is attached hereto as  
3 **Exhibit C**. On August 3, 2023, the Court issued a Minute Order re: Case  
4 Reassignment, which is attached hereto as **Exhibit D**.

5 4. The Summons, Complaint, Notice of Case Assignment, Notice of Case  
6 Management Conference, ADR Information Packet, Civil Case Cover Sheet,  
7 Plaintiff's Peremptory Challenge, and the August 3 Minute Order (attached as  
8 Exhibits A, B, and D) constitute the entirety of the process, pleadings, and orders  
9 that have been filed and served in this case to date.

10 5. Tesla maintains its right to compel arbitration of Plaintiff's claims,  
11 consistent with multiple arbitration agreements that Plaintiff entered into with  
12 Tesla. In addition, Tesla disputes that Plaintiff has pled a claim, that Plaintiff is  
13 entitled to any damages, or that any class could be certified in this case.

14 **II. REMOVAL IS TIMELY**

15 6. Tesla has timely filed this Notice of Removal under 28 U.S.C.  
16 § 1446(b) because it is filed within thirty days of the July 27, 2023 service of the  
17 Summons and Complaint on Tesla. *Murphy Bros., Inc. v. Michetti Pipe Stringing,*  
18 *Inc.*, 526 U.S. 344, 354 (1999) (explaining that thirty-day removal period begins to  
19 run on the date of service). No previous Notice of Removal has been filed or made  
20 with this Court for the relief sought herein.

21 **III. THIS COURT HAS SUBJECT MATTER JURISDICTION**

22 7. This Court has original subject matter jurisdiction on two independent  
23 grounds: (1) traditional diversity jurisdiction under 28 U.S.C. § 1332(a); and (2)  
24 jurisdiction under the Class Action Fairness Act pursuant to 28 U.S.C. § 1332(d).

1           **A.    Removal Under 28 U.S.C. § 1332(a)(1) Is Proper**

2           8.    Removal to this Court is proper under 28 U.S.C. § 1332 because (i)  
3 this Action involves citizens of different states and (ii) Plaintiff’s individual claims  
4 place more than \$75,000 in controversy, exclusive of interests and costs.<sup>1</sup>

5                   **1.   Diversity Of Citizenship Exists**

6           9.    A case may be heard in federal court under traditional diversity  
7 jurisdiction if there is complete diversity, i.e., all plaintiffs are diverse from all  
8 defendants. 28 U.S.C. § 1332(a). A defendant may remove an action to federal  
9 court under 28 U.S.C. § 1332, provided no defendant is a citizen of the same state  
10 in which the action was brought. 28 U.S.C. § 1441(a), (b). Here, all requirements  
11 are met because Plaintiff is a citizen of California, while Tesla is a citizen of Texas  
12 and Delaware.

13                   **a.    Plaintiff Is A Citizen Of California**

14           10.   Plaintiff admits that he is a resident of California and lives in Los  
15 Angeles County. Ex. A (Compl. ¶ 10). Therefore, Plaintiff is a citizen of  
16 California for diversity jurisdiction purposes. 28 U.S.C. § 1332(c)(1); *Boon v.*  
17 *Allstate Ins. Co.*, 229 F. Supp. 2d 1016, 1019 (C.D. Cal 2002) (“An individual is a  
18 citizen of the state in which he is domiciled.”); *Lew v. Moss*, 797 F. 2d 747, 750  
19 (9th Cir. 1986) (holding that for purposes of diversity, citizenship is determined by  
20 the individual’s domicile when the lawsuit is filed).

21                   **b.    Tesla Is Not A Citizen Of California**

22           11.   For purposes of diversity, a corporation is “deemed to be a citizen of  
23 every State and foreign state by which it has been incorporated and of the State or  
24 foreign state where it has its principal place of business.” 28 U.S.C. § 1332(c)(1);

25  
26 \_\_\_\_\_  
27 <sup>1</sup> Tesla reserves the right to supplement or provide the Court with additional briefing or  
28 information necessary to assess the diversity requirements for jurisdiction. *Kanter v. Warner-*  
*Lambert Co.*, 265 F.3d 853, 858 (9th Cir. 2001) (noting that a party may “cure[] its defective  
allegations ... by amending its notice of removal.”).

1 *see also Davis v. HSBC Bank Nevada, N.A.*, 557 F.3d 1026, 1028 (9th Cir. 2009)  
 2 (citing 28 U.S.C. § 1332(c)(1)).

3 12. The Supreme Court of the United States has held that a corporate  
 4 entity’s “principal place of business” for determining its citizenship is its “nerve  
 5 center”:

6 We conclude that “principal place of business” is best read as referring  
 7 to the place where a corporation’s officers direct, control, and  
 8 coordinate the corporation’s activities. It is the place that Courts of  
 9 Appeals have called the corporation’s “nerve center.” **And in practice**  
 10 **it should normally be the place where the corporation maintains its**  
 11 **headquarters -- provided that the headquarters is the actual center**  
 12 **of direction, control, and coordination, i.e., the “nerve center”** and  
 13 not simply an office where the corporation holds its board meetings[.]

14 *The Hertz Corp. v. Friend*, 559 U.S. 77, 92-93 (2010) (emphasis added).

15 13. Plaintiff alleges that Tesla has “has corporate headquarters located in  
 16 Texas.” Ex. A (Compl. ¶ 11.) Plaintiff is correct that Tesla’s principal place of  
 17 business and headquarters are in Austin, Texas.<sup>2</sup> In addition, Tesla is now, and was  
 18 at the time of the filing of this Action, a corporation organized and formed under  
 19 the laws of the State of Delaware.

20 14. Therefore, Tesla is a citizen of a state other than California within the  
 21 meaning of 28 U.S.C. §1332(c)(1). Specifically, at all relevant times, Tesla has  
 22 been a citizen of Delaware and Texas. *See Sare v. Tesla, Inc.* No. 222-CV-00547-  
 23 JAM-CKD, 2022 WL 2817422, at \*3 (E.D. Cal. July 19, 2022) (“The Court  
 24 therefore finds Tesla is a citizen of both Delaware, its place of incorporation, and  
 25 Texas.”); *Monet v. Tesla, Inc.*, No. 5:22-CV-00681-EJD, 2022 WL 2714969, at \*2

26 <sup>2</sup> Tesla’s Form 10-K for the fiscal year ended December 31, 2022, which is a public document  
 27 and publicly accessible through the United States Securities and Exchange Commission’s  
 28 website, lists Delaware as Tesla’s State of Incorporation and 13101 Tesla Road, Austin, Texas as  
 Tesla’s principal executive offices:

<https://www.sec.gov/Archives/edgar/data/1318605/000095017023001409/tsla-20221231.htm>.

1 (N.D. Cal. July 13, 2022) (“Defendant [Tesla] is now a citizen of Texas and  
2 Delaware”).

3 15. The citizenship of “Doe” defendants is disregarded for removal  
4 purposes. 28 U.S.C. § 1441(b)(1); *Newcombe v. Adolf Coors Co.*, 157 F.3d 686,  
5 690-91 (9th Cir. 1998) (holding that for removal purposes, the citizenship of  
6 defendants sued under fictitious names shall be disregarded); *see also Soliman v.*  
7 *Philip Morris, Inc.*, 311 F.3d 966, 971 (9th Cir. 2002). Thus, the inclusion of  
8 “Doe” defendants in Plaintiff’s Complaint has no effect on the ability to remove.

9 16. Accordingly, the diversity requirement is satisfied given that Plaintiff  
10 is a citizen of California, and Defendant Tesla is a citizen of Delaware and Texas.

## 11 **2. The Amount In Controversy Exceeds \$75,000**

12 17. This Court has original jurisdiction over civil actions when the amount  
13 in controversy exceeds the sum or value of \$75,000, exclusive of interests and  
14 costs. 28 U.S.C. §1332(a). Although the Complaint does not allege the amount of  
15 damages as to each claim, removal is proper if, from the allegations of the  
16 Complaint and the Notice of Removal, it is more likely than not that the amount in  
17 controversy exceeds \$75,000. *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398,  
18 403–04 (9th Cir. 1996).

19 18. To satisfy the amount-in-controversy requirement, “a defendant’s  
20 notice of removal need include only a plausible allegation that the amount in  
21 controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating*  
22 *Co. v. Owens*, 135 S. Ct. 547, 554 (2014). The “amount-in-controversy allegation  
23 of a defendant seeking federal-court adjudication should be accepted when not  
24 contested by the plaintiff or questioned by the court.” *Id.*

25 19. It is well-settled that in alleging the amount in controversy, “a  
26 removing defendant is not obligated to research, state, and prove the plaintiff’s  
27 claims for damages.” *Sanchez v. Russell Sigler, Inc.*, 2015 WL 12765359, at \*2  
28 (C.D. Cal. Apr. 28, 2015). Nor is a removing defendant “required to comb through

1 its records to identify and calculate the exact frequency of [alleged] violations.”  
2 *Oda v. Gucci Am., Inc.*, No. 2:14-cv-7468-SVW2015, 2015 WL 93335, at \*5  
3 (C.D. Cal. Jan. 7, 2015). In short, defendants “are not stipulating to damages  
4 suffered, but only estimating the damages that are in controversy.” *Ibarra v.*  
5 *Manheim Invs., Inc.*, 775 F.3d 1193, 1198 n.1 (9th Cir. 2015)

6 20. Here, although Tesla denies Plaintiff’s factual allegations and denies  
7 that it is liable for any amount of damages, the amount in controversy based on  
8 Plaintiff’s claims and allegations in the Complaint exceeds \$75,000, exclusive of  
9 interest and costs. *Singer v. State Farm Mut. Auto Ins. Co.*, 116 F.3d 373, 376-77  
10 (9th Cir. 1997).

11 21. This Action allegedly “arises out of Defendant Tesla’s the [sic]  
12 unlawful marketing and false ‘3 Years Free Supercharging’ advertising scheme  
13 Defendant Tesla perpetuated for its ‘Model S’ and ‘Model X’ vehicles.” Ex. A  
14 (Compl. ¶ 1).

15 22. Plaintiff further alleges that he “would not have bought a unit of the  
16 Products from Defendant Tesla if he had known that the advertising as described  
17 herein was false, misleading, and deceptive.” *Id.* ¶ 19; *see also id.* ¶ 45 (“Plaintiff .  
18 . . would not have bought the Products if they had known the true facts”).

19 23. Based upon this allegation, Plaintiff claims that he is entitled to  
20 restitution and disgorgement in the amount of the purchase price of his vehicle. *Id.*  
21 ¶ 48 (“Tesla has been unjustly enriched in retaining the revenues derived from  
22 Plaintiff’s and Class Members’ purchases of the Products”); ¶ 61 (seeking  
23 “restitution of any ill-gotten gains”); ¶ 70 (seeking “restitution and/or disgorgement  
24 of all revenues, earnings, profits, compensation, and benefits which may have been  
25 obtained by Defendant Tesla as a result of such business acts or practices”); ¶ 80  
26 (seeking an order “awarding Plaintiff restitution of the money wrongfully acquired  
27 by Defendant Tesla”); Prayer for Relief ¶ F (seeking “equitable monetary relief,  
28 including restitution and disgorgement of all ill-gotten gains”).

1           24. Plaintiff purchased a Model X vehicle from Tesla in April 2023 and  
2 took delivery “on approximately April 22, 2023.” *Id.* ¶ 17. Plaintiff does not  
3 allege what he paid; however, records show that he purchased a Model X vehicle  
4 for \$102,130. A true and correct copy of Plaintiff’s Retail Installment Sale  
5 Contract dated April 22, 2023 is attached hereto as **Exhibit E**. Thus, his claim for  
6 restitution alone meets the jurisdictional amount.

7           25. Plaintiff also seeks an award of attorneys’ fees. Ex. A (Compl., Prayer  
8 for Relief ¶ D). Tesla denies Plaintiff’s entitlement to any recovery or attorneys’  
9 fees and intends to vigorously defend itself. In that process, Plaintiff will likely  
10 incur substantial attorneys’ fees that further add to the jurisdictional amount. *See*  
11 *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 793-794 (9th Cir. 2018)  
12 (noting that where the law entitles the plaintiff to an award of attorneys’ fees if  
13 successful, “such future attorneys’ fees are at stake in the litigation, and must be  
14 included in the amount in controversy”).

15           26. Plaintiff seeks punitive damages, too. Ex. A (Compl. ¶ 62 (“Plaintiff  
16 seeks actual damages and punitive damages.”); Prayer for Relief ¶ E). The CLRA  
17 authorizes punitive damages. Cal. Civ. Code § 1780(a)(4). Tesla denies Plaintiff’s  
18 entitlement to any punitive damages but notes that if successful, punitive damages  
19 further increases the amount in controversy over the \$75,000 threshold. *Greene v.*  
20 *Harley-Davidson, Inc.*, 965 F.3d 767, 773 (9th Cir. 2020) (noting that alleged  
21 punitive damages can be included in the amount in controversy if they are  
22 “reasonably possible”).

23           27. Accordingly, the jurisdictional amount needed to establish diversity  
24 jurisdiction is met. Therefore, this Court has jurisdiction over this matter pursuant  
25 to 28 U.S.C. § 1332(a)(2), and the Action may be removed to this Court under  
26 28 U.S.C. §§ 1441 and 1446.

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1           **B. This Court Has Original Subject Matter Jurisdiction Under**  
 2           **CAFA**

3           28. Plaintiff seeks to bring this Action as a putative class action under Cal.  
 4 Code Civ. Proc. § 382. *See* Ex. A (Compl. ¶ 22). Removal based on CAFA  
 5 diversity jurisdiction is proper because (i) the aggregate number of putative class  
 6 members is 100 or greater; (ii) diversity of citizenship exists between the Plaintiff  
 7 and one or more Defendants; and (iii) the amount placed in controversy by the  
 8 Complaint exceeds, in the aggregate, \$5 million, exclusive of interest and costs. 28  
 9 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B), and 1453. Tesla denies Plaintiff’s factual  
 10 allegations and denies that Plaintiff, or the class he purports to represent, is entitled  
 11 to the relief requested; however, based on Plaintiff’s allegations in the Complaint  
 12 and his prayers for relief, all requirements for jurisdiction under CAFA have been  
 13 met.<sup>3</sup> Accordingly, diversity of citizenship exists under CAFA, and this Court has  
 14 original jurisdiction over this Action pursuant to 28 U.S.C. § 1332(d)(2).

15                   **1. The Putative Class Has More Than 100 Members**

16           29. Plaintiff asserts claims on behalf of a putative class comprised of “[all  
 17 consumers who purchased units of the Products in California for personal use and  
 18 not for resale during the time period May 17, 2019, through the present.” Ex. A  
 19 (Compl. ¶ 23). The “Products” are Model S and Model X vehicles. *Id.* ¶ 1. Tesla  
 20 sold well over 1000 Model X vehicles and well over 1000 Model S vehicles in  
 21 California during the alleged class period. Accordingly, 28 U.S.C.  
 22 § 1332(d)(5)’s requirement of at least 100 class members is satisfied.

23                   **2. Diversity of Citizenship Exists**

24           30. To satisfy CAFA’s diversity requirement, a party seeking removal  
 25 need only show that minimal diversity exists; that is, one putative class member is a  
 26 citizen of a state different from that of one defendant. 28 U.S.C. § 1332(d)(2);

27 <sup>3</sup> Defendant does not concede, and reserves the right to contest at the appropriate time, Plaintiff’s  
 28 allegations that this Action can properly proceed as a class action. Defendant does not concede  
 that any of Plaintiff’s allegations constitute a cause of action against it under applicable law.

1 *United Steel, Paper & Forestry, Rubber, Mfg., Energy, Allied Indus. & Serv.*  
 2 *Workers Int'l Union, AFL-CIO, CLC v. Shell Oil Co.*, 602 F.3d 1087, 1090-91 (9th  
 3 Cir. 2010) (finding that to achieve its purposes, CAFA provides expanded original  
 4 diversity jurisdiction for class actions meeting the minimal diversity requirement  
 5 set forth in 28 U.S.C. § 1332(d)(2)).

6 31. Pursuant to 28 U.S.C. § 1332, “a corporation shall be deemed to be a  
 7 citizen of every State and foreign state by which it has been incorporated and of the  
 8 State or foreign state where it has its principal place of business.” 28 U.S.C.  
 9 § 1332(c)(1). The “principal place of business” for the purpose of determining  
 10 diversity subject matter jurisdiction refers to “the place where a corporation’s  
 11 officers direct, control, and coordinate the corporation’s activities...[I]n practice it  
 12 should normally be the place where the corporation maintains its headquarters—  
 13 provided that the headquarters is the actual center of direction, control, and  
 14 coordination, *i.e.*, the ‘nerve center,’ and not simply an office where the corporation  
 15 holds its board meetings[.]” *Hertz*, 559 U.S. at 92-93.

16 32. As established above, Plaintiff is a citizen of California, and Defendant  
 17 Tesla is a citizen of Delaware and Texas. *See supra*, ¶¶ 9-16.

18 33. Accordingly, minimal diversity is satisfied, and diversity jurisdiction  
 19 exists under CAFA. 28 U.S.C. § 1332(d)(2)(A) (requiring only minimal diversity  
 20 under which “any member of a class of plaintiffs is a citizen of a State different  
 21 from any defendant”).

### 22 3. The Amount In Controversy Exceeds \$5,000,000

23 34. Pursuant to CAFA, the claims of the individual members in a class  
 24 action are aggregated to determine if the amount in controversy exceeds  
 25 \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d)(6). Where, as  
 26 here, a plaintiff does not expressly plead a specific amount of damages, a removing  
 27 party need only show that it is more likely than not that the amount in controversy  
 28

1 exceeds the jurisdictional amount. *See Singer v. State Farm Mut. Auto. Ins. Co.*,  
2 116 F.3d 373, 376 (9th Cir. 1997).

3 35. A removing party seeking to invoke CAFA jurisdiction “need include  
4 only a plausible allegation that the amount in controversy exceeds the jurisdictional  
5 threshold.” *Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547, 554  
6 (2014). “[I]f a federal court is uncertain about whether ‘all matters in controversy’  
7 in a purported class action ‘do not in the aggregate exceed the sum or value of  
8 \$5,000,000,’ the court should err in favor of exercising jurisdiction over the case.”  
9 Senate Judiciary Report, S. REP. 109-14, at 42 (2005).

10 36. As set forth above, a removing defendant is “not required to comb  
11 through its records to identify and calculate the exact frequency of violations.” *Oda*,  
12 2015 WL 93335, at \*5. Nor is it “obligated to research, state, and prove the  
13 plaintiff’s claims for damages.” *Sanchez*, 2015 WL 12765359, at \*2.

14 37. Moreover, the ultimate inquiry is what amount is put “in controversy”  
15 by a plaintiff’s complaint, not what a defendant will actually owe. *LaCross*, 775  
16 F.3d at 1202 (explaining that courts are directed “to first look to the complaint in  
17 determining the amount in controversy”) (citation omitted). In other words, “[t]he  
18 amount in controversy is simply an estimate of the total amount in dispute, not a  
19 prospective assessment of [Defendant’s] liability.” *Lewis v. Verizon Commc’ns*,  
20 *Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (citation omitted); *see also LaCross v.*  
21 *Knight Transp. Inc.*, 775 F.3d 1200, 1203 (9th Cir. 2015) (rejecting plaintiff’s  
22 argument for remand based on the contention that the class may not be able to  
23 prove all amounts claimed, because “Plaintiffs are conflating the amount in  
24 controversy with the amount of damages ultimately recoverable.”); *Ibarra*, 775  
25 F.3d at 1198 n.1 (“[e]ven when defendants have persuaded a court upon a CAFA  
26 removal that the amount in controversy exceeds \$5 million, they are still free to  
27 challenge the actual amount of damages in subsequent proceedings and at trial”).  
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1 38. Although Defendant denies Plaintiff's factual allegations and that  
2 Plaintiff (and the class he seeks to represent) can bring his claims in court or is  
3 entitled to any relief, Plaintiff's allegations have put into controversy an amount  
4 that exceeds the \$5 million threshold when aggregating the claims of the putative  
5 class members as set forth in 28 U.S.C. § 1332(d)(6).<sup>4</sup>

6 39. As established above, Plaintiff seeks restitution in the amount of the  
7 purchase price of each vehicle. *See supra*, ¶ 23. Taking Plaintiff's allegations as  
8 true solely for purposes of establishing the amount in controversy, Plaintiff's  
9 request for restitution on behalf of the putative class exceeds \$5 million.

10 40. Since May 17, 2019, the Model X base price has exceeded \$70,000.  
11 Plaintiff's Model X purchase price, for instance, was \$102,130. Tesla sold well  
12 over 1000 Model X vehicles in California during the alleged class period.  
13 Therefore, the amount in controversy for Model X class members alone well  
14 exceeds the \$5 million threshold.

15 41. In addition, since May 17, 2019, the Model S base price has exceeded  
16 \$65,000. Tesla sold over 1000 Model S vehicles in California during the alleged  
17 class period. On its own, restitution in connection with class members who  
18 purchased Model S vehicles brings the amount in controversy over \$5 million.

19 42. In fact, between April 1, 2023 and June 30, 2023, Tesla sold more than  
20 500 total Model X and S vehicles in California. Accordingly, the amount in  
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22 <sup>4</sup> This Notice of Removal discusses the nature and amount of damages placed at issue by  
23 Plaintiff's Complaint. Defendant's references to specific damage amounts and citation to  
24 comparable cases are provided solely for establishing that the amount in controversy, as alleged,  
25 is more likely than not in excess of the jurisdictional minimum. Defendant maintains that each of  
26 Plaintiff's claims is subject to arbitration and without merit, and that Defendant is not liable to  
27 Plaintiff or any putative class member. Defendant expressly denies that Plaintiff or any putative  
28 class member is entitled to recover any of the relief sought in the Complaint. In addition,  
Defendant denies that liability or damages can be established on a class-wide basis. No statement  
or reference contained in this Notice of Removal shall constitute an admission of liability or a  
suggestion that Plaintiff will or could bring claims in this forum, much less actually recover any  
damages based upon the allegations contained in the Complaint or otherwise.

1 controversy during that period of 2023 alone exceeds the jurisdictional minimum  
2 for CAFA.

3 43. Lastly, Plaintiff’s allegations for punitive damages and attorneys’ fees  
4 further add to the jurisdictional amount. *See supra*, ¶¶ 25-26.

5 44. Accordingly, the amount in controversy well exceeds the CAFA  
6 threshold.

7 **4. Neither The Home State Exception Nor The Local**  
8 **Controversy Exception Applies**

9 45. Plaintiff cannot satisfy his “burden” of showing an exception to CAFA  
10 jurisdiction. *See, e.g., Breuer v. Jim's Concrete of Brevard, Inc.*, 538 U.S. 691, 698  
11 (2003) (“Since 1948, therefore, there has been no question that whenever the  
12 subject matter of an action qualifies it for removal, the burden is on a plaintiff to  
13 find an express exception”).

14 46. In limited circumstances, a federal district court may decline to  
15 exercise jurisdiction over a class action under the home-state exception where  
16 “greater than one-third but less than two-thirds of the members of all proposed  
17 plaintiff classes in the aggregate and the primary defendants are citizens of the state  
18 in which the class action was originally filed.” 28 U.S.C. § 1332(d)(3).

19 47. Likewise, the local-controversy exception only applies if the defendant  
20 is “a citizen of the State in which the action was originally filed.” 28 U.S.C.  
21 § 1332(d)(4)(A)(i)(II)(cc).

22 48. Here, Tesla is the only named defendant. Tesla is not a citizen of  
23 California. Thus, no CAFA exception applies.

24 **IV. VENUE**

25 49. This Action was originally filed in the Superior Court for the County  
26 of Los Angeles. Initial venue is therefore proper in this district, pursuant to 28  
27 U.S.C. § 1441(a), because it encompasses the county in which this action has been  
28 pending.

1 **V. NOTICE**

2 50. Defendants will promptly serve this Notice of Removal on all parties  
3 and will promptly file a copy of this Notice of Removal with the clerk of the state  
4 court in which the action is pending, as required under 28 U.S.C. § 1446(d).

5 **VI. CONCLUSION**

6 51. Based on the foregoing, Tesla removes the Action to this Court. If any  
7 question arises as to the propriety of the removal of this Action, Tesla respectfully  
8 requests the opportunity to present a brief and oral argument in support of their  
9 position that this case is subject to removal.

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Dated: August 25, 2023

By: /s/ David L. Schrader  
David L. Schrader  
Brian M. Ercole  
Nicolette L. Young  
MORGAN, LEWIS & BOCKIUS LLP  
  
Brian M. Jazaeri  
Franklin P. Brannen, Jr.  
Allison Huebert  
TESLA, INC.  
  
*Attorneys for Defendant Tesla, Inc.*

# **EXHIBIT A**



**CT Corporation**  
**Service of Process Notification**  
07/27/2023  
CT Log Number 544384654

**Service of Process Transmittal Summary**

**TO:** LEGAL DEPARTMENT - SOP  
TESLA, INC.  
901 PAGE AVE  
FREMONT, CA 94538-7341

**RE:** Process Served in California

**FOR:** Tesla, Inc. (Domestic State: DE)

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

**TITLE OF ACTION:** SEAN COHEN, on behalf of himself and all others similarly situated vs. TESLA, INC

**DOCUMENT(S) SERVED:** Summons, Cover Sheet, Class Action Complaint, Attachment(s), Order(s), Notice

**COURT/AGENCY:** Los Angeles County - Superior Court, CA  
Case # 23STCV17233

**NATURE OF ACTION:** PRAYER FOR RELIEF

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

**DATE/METHOD OF SERVICE:** By Process Server on 07/27/2023 at 12:33

**JURISDICTION SERVED:** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after this summons and legal papers are served on you

**ATTORNEY(S)/SENDER(S):** Shalini Dogra  
DOGRA LAW GROUP PC  
2219 Main Street, Unit 239  
Santa Monica, CA 90405  
747-234-6673

**ACTION ITEMS:** CT has retained the current log, Retain Date: 07/28/2023, Expected Purge Date: 08/02/2023

Image SOP

Email Notification, LEGAL DEPARTMENT - SOP [legalsop@tesla.com](mailto: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](mailto:MajorAccountTeam2@wolterskluwer.com)

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





**CT Corporation**  
**Service of Process Notification**

07/27/2023  
CT Log Number 544384654

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:** Thu, Jul 27, 2023  
**Server Name:** Jimmy Lizama

Entity Served	TESLA INC
Case Number	23STCV17233
Jurisdiction	CA

inserts		



SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

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

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

Tesla, Inc., a California and Texas Corporation; and DOES 1 through 50, Inclusive

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
7/24/2023 7:33 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By D. Jackson Aubry, Deputy Clerk

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Sean Cohen, on behalf of himself and all others similarly situated

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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): Spring Street Courthouse-Complex Div.  
312 North Spring Street, Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):  
23STCV17233

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):  
Shalini Dogra; 2219 Main Street, Unit 239, Santa Monica, CA 90405; (747) 234-6673

DATE: 07/24/2023 Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy  
(Fecha) (Secretario) D. Jackson Aubry (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**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): Tesla, Inc., a California and Texas Corporation  
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):
- by personal delivery on (date):

CM-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Shalini Dogra, SBN 309024</b> 2219 Main Street, Unit 239  TELEPHONE NO.:(747) 234-6673                      FAX NO. (Optional):(310) 868-0170 E-MAIL ADDRESS:shalini@dogralawgroup.com ATTORNEY FOR (Name):Plaintiff Sean Cohen		<b>FOR COURT USE ONLY</b>  Electronically FILED by Superior Court of California, County of Los Angeles 7/21/2023 6:30 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Nunez, Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b> STREET ADDRESS:312 North Spring Street MAILING ADDRESS: CITY AND ZIP CODE:Los Angeles, CA 90012 BRANCH NAME:Spring Street Courthouse		
CASE NAME: Cohen v. Tesla, Inc.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> <input type="checkbox"/> <b>Limited</b> (Amount                              (Amount demanded                              demanded is exceeds \$25,000)                      \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>23STCV17233</b>  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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> <b>Fraud (16)</b> <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>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<br>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): Six
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: July 21, 2023  
 Shalini Dogra

(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.

**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**

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease	Construction Defect (10)
	Contract (not unlawful detainer or wrongful eviction)	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Securities Litigation (28)
	Negligent Breach of Contract/Warranty	Environmental/Toxic Tort (30)
	Other Breach of Contract/Warranty	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Collections (e.g., money owed, open book accounts) (09)	<b>Enforcement of Judgment</b>
Asbestos (04)	Collection Case—Seller Plaintiff	Enforcement of Judgment (20)
Asbestos Property Damage	Other Promissory Note/Collections Case	Abstract of Judgment (Out of County)
Asbestos Personal Injury/Wrongful Death	Insurance Coverage (not provisionally complex) (18)	Confession of Judgment (non-domestic relations)
Product Liability (not asbestos or toxic/environmental) (24)	Auto Subrogation	Sister State Judgment
Medical Malpractice (45)	Other Coverage	Administrative Agency Award (not unpaid taxes)
Medical Malpractice—Physicians & Surgeons	Other Contract (37)	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Professional Health Care Malpractice	Contractual Fraud	Other Enforcement of Judgment Case
Other PI/PD/WD (23)	Other Contract Dispute	<b>Miscellaneous Civil Complaint</b>
Premises Liability (e.g., slip and fall)	<b>Real Property</b>	RICO (27)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Eminent Domain/Inverse Condemnation (14)	Other Complaint (not specified above) (42)
Intentional Infliction of Emotional Distress	Wrongful Eviction (33)	Declaratory Relief Only
Negligent Infliction of Emotional Distress	Other Real Property (e.g., quiet title) (26)	Injunctive Relief Only (non-harassment)
Other PI/PD/WD	Writ of Possession of Real Property	Mechanics Lien
<b>Non-PI/PD/WD (Other) Tort</b>	Mortgage Foreclosure	Other Commercial Complaint Case (non-tort/non-complex)
Business Tort/Unfair Business Practice (07)	Quiet Title	Other Civil Complaint (non-tort/non-complex)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	<b>Miscellaneous Civil Petition</b>
Defamation (e.g., slander, libel) (13)	<b>Unlawful Detainer</b>	Partnership and Corporate Governance (21)
Fraud (16)	Commercial (31)	Other Petition (not specified above) (43)
Intellectual Property (19)	Residential (32)	Civil Harassment
Professional Negligence (25)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Workplace Violence
Legal Malpractice	<b>Judicial Review</b>	Elder/Dependent Adult Abuse
Other Professional Malpractice (not medical or legal)	Asset Forfeiture (05)	Election Contest
Other Non-PI/PD/WD Tort (35)	Petition Re: Arbitration Award (11)	Petition for Name Change
<b>Employment</b>	Writ of Mandate (02)	Petition for Relief From Late Claim
Wrongful Termination (36)	Writ—Administrative Mandamus	Other Civil Petition
Other Employment (15)	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	

Electronically FILED by  
 Superior Court of California,  
 County of Los Angeles  
 7/21/2023 6:30 PM  
 David W. Slayton,  
 Executive Officer/Clerk of Court,  
 By J. Nunez, Deputy Clerk

SHORT TITLE Cohen v. Tesla, Inc.	CASE NUMBER 23ST CV 17233
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION**  
 (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

**This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court**

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE <b>Cohen v. Tesla, Inc.</b>	CASE NUMBER <b>23STCV17233</b>
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input checked="" type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Cohen v. Tesla, Inc.	CASE NUMBER 23STCV17233
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
	<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6	
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
<input type="checkbox"/> 3902 Administrative Hearing		2, 8	
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11



SHORT TITLE Cohen v. Tesla, Inc.	CASE NUMBER 23ST CV 17233
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
<b>Provisionally Complex Litigation (Continued)</b>	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
	<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> 4307 Other Civil Petition	2, 9		

SHORT TITLE Cohen v. Tesla, Inc.	CASE NUMBER 23STCV17233
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11	ADDRESS:	
CITY:	STATE:	ZIP CODE: 90024

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: July 21, 2023

  
 \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

1 SHALINI DOGRA, SBN 309024  
2 DOGRA LAW GROUP PC  
2219 Main Street, Unit 239  
3 Santa Monica, CA 90405  
Telephone: (747) 234-6673  
4 Facsimile: (310) 868-0170  
*Attorneys for Named Plaintiff and Proposed Class*

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Superior Court of California,  
County of Los Angeles  
7/21/2023 6:30 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Nunez, Deputy Clerk

5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
6 **FOR THE COUNTY OF LOS ANGELES**

7 Case No: 23STCV17233

8 SEAN COHEN, on behalf of himself and all  
others similarly situated;

**PLAINTIFF'S CLASS ACTION**  
**COMPLAINT**

9 Plaintiff,

- 10 1. Common Law Fraud
- 11 2. Negligent Misrepresentation
- 12 3. Unjust Enrichment
- 13 4. Consumers Legal Remedies Act, Cal. Civ.  
Code §§ 1750, *et seq.*
- 14 5. Violation of the False Advertising Law  
("FAL"), California Business and  
Professions Code § 17500, *et seq.*
- 15 6. Violation of the Unfair Competition Law  
("UCL"), California Business and  
Professions Code § 17200 *et seq.*

11 v.

12 TESLA, INC. a California and Texas  
13 Corporation; and DOES 1 through 50,  
Inclusive,

14 Defendants.

**DEMAND FOR JURY TRIAL**

17 Plaintiff Sean Cohen, by and through his attorneys, brings this action on behalf of himself  
18 and all other similarly situated against Tesla, Inc. ("Defendant Tesla") and Does 1 through 50.  
19 Plaintiff hereby alleges, on information and belief, except as those allegations which pertain to the  
20 named Plaintiff, which allegations are based on personal knowledge, as follows:

21 **NATURE OF THE ACTION**

22 1. This is a consumer class action that arises out of Defendant Tesla's the unlawful  
23 marketing and false "3 Years Free Supercharging" advertising scheme Defendant Tesla perpetuated  
24 for its "Model S" and "Model X" vehicles (The Products").

25 2. Through its uniform advertising claims, Defendant Tesla perpetuates deceptive  
26 marketing about the Products' price. Defendant Tesla deliberately publicizes dishonest  
27 misrepresentations about the Products, purposely engages in blatant bait-and-switch tactics, and  
28 tricks consumers into purchasing units of the Products they otherwise would not have bought.

1 Additionally, Defendant Tesla tricks consumers into paying a substantially higher price for a benefit  
2 that Defendant Tesla knows will not be conferred. Consequently, the advertising, marketing, and  
3 sale of the Products violate California law.

4 3. At all relevant times, Defendant Tesla designed, advertised and marketed the Products  
5 to consumers and profited from the Products throughout California based on the misrepresentations  
6 about the Products' purported value and price. Furthermore, Defendant Tesla owns, controls and  
7 oversees the distribution of the Products.

8 4. At all relevant times, Defendant Tesla controlled, advertised, marketed, sold and  
9 profited from sales of Products to consumers at throughout California and the United States based  
10 on the misrepresentation that the Products proffered benefits which they actually did not, as alleged  
11 throughout herein.

12 5. Based on the fact that Defendant Tesla's advertising misled Plaintiff and all others  
13 like him, Plaintiff brings this class against Defendant Tesla to seek reimbursement of the premium  
14 they and the Class Members paid due to Defendant Tesla's false and deceptive representations about  
15 the price and benefits of the Products.

16 6. Plaintiff seeks relief in this action individually and on behalf of all purchasers of the  
17 Products statewide in California for common law fraud, negligent misrepresentation, and unjust  
18 enrichment. Additionally, Plaintiff seeks relief in this action individually and on behalf of all  
19 purchasers of the Products in California for violation of the California Bus. & Prof. Code §§17500,  
20 *et seq.*, California's False Advertising Law ("FAL"), Bus. & Prof. Code §§17200, *et seq.*,  
21 California's Unfair Competition Law ("UCL").

22 **JURISDICTION AND VENUE**

23 7. Plaintiff brings this action pursuant to Cal. Civil. Proc. Code § 382 and Cal. Civ. Code  
24 § 1781. This Court has subject matter jurisdiction pursuant to the California Constitution, Article  
25 XI, § 10 and California Code of Civil Procedure § 410.10, because Defendant Tesla transacted  
26 business and committed the acts alleged in California. The Named Plaintiff and Class Members are  
27 citizens and residents of the California.

28



1 Model X vehicle between April 20, 2023, and June 30, 2023”, are eligible for unlimited free  
2 supercharging on their new vehicle.” (see image below).

### 3 **3 Years Free** 4 **Supercharging**

5 **Customers who take delivery of a new**  
6 **Model S or Model X vehicle between April**  
7 **20, 2023 and June 30, 2023, are eligible**  
8 **for unlimited free Supercharging on their**  
9 **new vehicle. Free Supercharging is tied to**  
10 **your Tesla account and cannot be**  
11 **transferred to another vehicle or person in**  
12 **case of an ownership transfer. Tesla shall**  
13 **not be liable if delivery of your vehicle**  
14 **does not happen before June 30, 2023.**  
15 **Used vehicles, business orders and vehicles**  
16 **used for commercial purposes are**  
17 **excluded from this promotion. Promotion is**  
18 **subject to change and may end at any time**  
19 **without notice.**

16 14. When consumers see Defendant Tesla’s representations about three years  
17 supercharging, they reasonably believe that if they take delivery of a unit of the Products between  
18 April 20, 2023, and June 20, 2023, they will receive the benefit of being able to supercharge their  
19 units of the Products on an unlimited basis for three years without incurring any expense or  
20 additional fees. Notably, as demonstrated by Plaintiff’s experience, even Defendant Tesla’s auto  
21 salesperson interpreted the Products’ advertising claims and Defendant Tesla’s misrepresentations  
22 about the Products to mean that taking delivery between April 20, 2023, and June 20, 2023, entitles  
23 buyers to three years of free supercharging.

24 15. However, in reality, when individuals take delivery of a unit of the Products between  
25 April 20, 2023, and June 20, 2023, they are not provided with three years of free supercharging by  
26 Defendant Tesla. On the contrary, Defendant Tesla fails to give any free supercharging at all, let  
27 alone for a three-year time period. Defendant Tesla’s false advertising of the Products constitutes at  
28 least seven different types of violations under the CLRA. Defendant Tesla’s actions and deceptive

1 marketing of the Products violate sections 1770 (a)(5), (a)(7), (a)(10), (a)(13), (a)(16), (a)(17), and  
2 (a)(20.) of the CLRA.

3 16. Defendant Tesla is reaping substantial ill-gotten profits at the expense of consumers.  
4 Consequently, Defendant Tesla has made, and continues to make, false, deceptive, and misleading  
5 claims and promises to consumers about the characteristics, cost, quality, and advantages of the  
6 Products in a pervasive statewide marketing scheme that falsely touts the benefits of the Products  
7 and misrepresents the Products' pricing. The Products do not live up to the advertising claims made  
8 by Defendant Tesla. Accordingly, Defendant Tesla's actions violate sections 1770(a)(5), (a)(7),  
9 (a)(10),(a)(13), (a)(16). (a)(17) and (a)(20) of the CLRA. As a direct and proximate result of  
10 Defendant Tesla's violations of the CLRA, Plaintiff and the members of the Class paid Defendant  
11 Tesla for the Products and made purchases that they otherwise would not have completed and  
12 therefore seek restitution of monies in an amount to be determined at trial.

13 17. Plaintiff is a consumer as defined under the CLRA. He purchased a unit of the  
14 Products in April 2023. In making his purchasing decision, Plaintiff relied on Defendant Tesla's  
15 challenged advertising scheme for the Products, as described herein. Plaintiff took delivery of his  
16 unit of the Products on approximately April 22, 2023. Yet, even though Plaintiff had taken delivery  
17 between April 20, 2023, and June 20, 2023, Defendant Tesla refused to confer Plaintiff with the  
18 benefit of three years of free supercharging. Defendant Tesla knows or has reason to know that  
19 consumers like Plaintiff would find the challenged attribute important in their decision to purchase  
20 of the Products. When individuals decide which to purchase a Tesla car, the cost of supercharging  
21 the electric vehicle is unquestionably material to them. That is clearly why Defendant Tesla chose  
22 to prominently highlight the "3 Years of Free Supercharging" and savings features. Plaintiff would  
23 not have purchased a unit of the Products, or would have paid a substantially lower price, if he had  
24 known that the advertising as described herein was false, misleading and deceptive.

25 18. Courts have repeatedly affirmed that forty class members constitutes sufficient class  
26 size to meet the numerosity element of class certification. *Rannis v. Recchia*, 380 F. App'x. 646,650-  
27 51 (9th Cir. 2010). Here, based on reports Defendant Tesla has filed itself with the Security and  
28 Exchange Commission ("SEC"), Plaintiff can reasonably conclude that at least forty individuals

1 bought units of the Products in California during the covered time period in reliance upon Defendant  
2 Tesla's false "3 Years Free Supercharging" advertising scheme. Therefore, a Court has sufficient  
3 grounds to conclude that the instant matter meets the numerosity prong required for class  
4 certification.

5 19. Plaintiff reasonably relied on Defendant Tesla's advertising of the Products. Plaintiff  
6 relied on Defendant Tesla's advertising and marketing scheme for the Products, without knowledge  
7 of the fact that Defendant Tesla was lying about the Products' price and purported benefits. Plaintiff  
8 relied on the misrepresentations Defendant Tesla disseminated for the Products. Plaintiff would not  
9 have bought a unit of the Products from Defendant Tesla if he had known that the advertising as  
10 described herein was false, misleading and deceptive. All members of the putative Class were  
11 exposed to Defendant Tesla's deceptive marketing of the Products. Defendant Tesla's false and  
12 misleading statements and omissions tricked Plaintiff and the putative Class and subjected them all  
13 to numerous legal and monetary injuries.

14 20. The malicious actions taken by Defendant Tesla caused significant harm to  
15 consumers. Plaintiff and similarly situated Class members paid monies for the Products and vehicles  
16 they did not receive because they were reasonably misled by Defendant Tesla's misrepresentations  
17 about the Products. Had Plaintiff and the other Class members known that the Products actually  
18 failed to provide their advertised benefits, they would not have bought it or would have paid less  
19 for the Products. As a result, Plaintiff and similar situated Class members have been deceived and  
20 suffered economic injury. Plaintiff was economically harmed by Defendant Tesla's deceptive  
21 marketing and misleading advertising about the Products' cost and value.

22 21. The arbitration terms Defendant Tesla included in its car sales agreement with  
23 Plaintiff for his purchase of the Products do not apply to the instant matter because Plaintiff's suit  
24 is brought under California's consumer protection laws, and Plaintiff's claims here would exist  
25 independent of his sales agreement with Defendant Tesla. *Kramer v. Toyota Motor Corp.*, 705 F.3d  
26 1122, 1131 (9th Cir. 2013) (*citation omitted*). Similarly, Plaintiff's causes of action as alleged herein  
27 arise independently of the terms of the sales agreement that contains Defendant Tesla's arbitration  
28 provisions. *Kramer*, 705 F.3d at 1130 (*see also Jones v. Jacobson* (2011) 195 Cal. App. 4th 1, 20.)



1 Therefore, no arbitration agreement applies to Plaintiff's instant matter, nor do any arbitration  
2 provisions preclude the class action claims that Plaintiff brought on behalf of himself and the  
3 putative class.

4 **CLASS ACTION ALLEGATIONS**

5 22. Plaintiff brings this action on his own behalf and on behalf of all other members of  
6 the general public similarly situated, and, thus, seeks class certification under Code of Civil  
7 Procedure §382.

8 23. The proposed class consists of all consumers who purchased units of the Products in  
9 California for personal use and not for resale during the time period May 17, 2019, through the  
10 present. Excluded from the Class are Defendant, its affiliates, employees, officers and directors, any  
11 individual who received remuneration from Defendant in connection with that individual's use or  
12 endorsement of the Products, the Judge(s) assigned to this case, and the attorneys of record in this  
13 case. Plaintiff reserves the right to amend the Class definitions if discovery and further investigation  
14 reveal that the Class should be expanded or otherwise modified.

15 24. This action is properly brought as a class action for the following reasons:

16 25. the proposed class is so numerous that joinder would be impracticable and disposition  
17 of the class members' claims in a class action is in the best interests of the parties and judicial  
18 economy.;

19 26. the claims of the Plaintiff and relief herein sought are typical of the claim and relief  
20 that could generally be sought by each member of this proposed class.;

21 27. Plaintiff stands on equal footing with and can fairly and adequately protect the  
22 interests of all members of the proposed class. The Products all bear the misleading advertising;

23 28. Prosecution of separate actions by individual members of the proposed class would  
24 create a risk of inconsistent or varying adjudications with respect to individual members of the class  
25 and thus establish incompatibly standards of conduct for the party or parties opposing the class.  
26 Further, individual cases would be so numerous as to inefficiently consume judicial resources.;

27 29. Plaintiff's attorneys have the experience, knowledge, and resources to adequately and  
28 properly represent the interests of the proposed class.;

1           30. There are questions of law and fact common to the proposed class which predominate  
2 over any questions that may affect particular class members. Such common questions of law and  
3 fact include, but are not limited to:

4           (i) Whether Defendant Tesla's marketing of the Products is false, misleading, and/or  
5 deceptive;

6           (ii) Whether Defendant Tesla's marketing of the Products is an unfair business practice;

7           (iii) Whether Defendant Tesla was unjustly enriched by its conduct;

8           (iv) Whether Defendant Tesla's conduct constituted a violation of California's Consumer  
9 Legal Remedies Act;

10          (v) Whether Defendant Tesla's advertising is untrue or misleading in violation of  
11 Business and Professions Code §17500, *et seq.*;

12          (vi) Whether Defendant Tesla knew or by the exercise of reasonable care should have  
13 known that its advertising was and is untrue or misleading in violation of Business and Professions  
14 Code § 17500, *et seq.*;

15          (vii) Whether Defendant Tesla's conduct is an unfair business practice within the meaning  
16 of Business and Professions Code § 17200, *et seq.*;

17          (viii) Whether Defendant Tesla's conduct is a fraudulent business practice within the  
18 meaning of Business and Professions Code § 17200, *et seq.*;

19          (ix) Whether Defendant Tesla's conduct is an unlawful business practice within the  
20 meaning of Business and Professions Code § 17200, *et seq.*;

21          (x) Whether Class Members suffered an ascertainable loss as a result of Defendant  
22 Tesla's misrepresentations; and

23          (xi) Whether, as a result of Defendant Tesla's misconduct as alleged herein, Plaintiff and  
24 the Class Members are entitled to restitution, injunctive relieve and/or monetary relief, and if so, the  
25 amount and natural of such relief.

26          31. Plaintiff's claims are typical of the claims of the members of the proposed class.  
27 Plaintiff and all class members have been injured by the same wrongful practices of Defendant.  
28

1 Plaintiff's claims arise from the same practices and conduct that give rise to the claims of all class  
2 members and are based on the same legal theories;

3 32. Plaintiff will fairly and adequately protect the interests of the proposed class in that  
4 they have no interests antagonistic to those of other proposed class members, and Plaintiff have  
5 retained attorneys experienced in consumer class actions and complex litigation as counsel;

6 33. A class action is superior to other available methods for the fair and efficient  
7 adjudication.

8 34. Defendant has, or has access to, address information for the Class members, which  
9 may be used for the purpose of providing notice of the pendency of this class action. Further, the  
10 class definition itself describes a set of common characteristics sufficient to allow a prospective  
11 plaintiff or class member to identify himself or herself as having a right to recovery based on the  
12 description. Defendant Tesla's false statements exist on every one of the units of the Products  
13 themselves, and thus every individual consumer who purchases the Products is exposed to the false  
14 advertising.

15 35. Plaintiff seeks damages and equitable relief on behalf of the proposed class on grounds  
16 generally applicable to the entire proposed class. Additionally, Plaintiff reserves the right to  
17 establish subclasses as appropriate.

18 **FIRST CAUSE OF ACTION**

19 **Common Law Fraud**

20 36. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
21 paragraphs above as if fully set forth herein. Plaintiff brings this claim individually and on behalf  
22 of the members of his proposed Class.

23 37. As discussed above, Defendant Tesla provided Plaintiff and the Class Members with  
24 false or misleading material information and failed to disclose material facts about the Products,  
25 including but not limited to the fact that Products cost more than their advertised price and lacked  
26 their advertised benefits. These misrepresentations and omissions were made with knowledge of  
27 their falsehood.

28

1 38. The misrepresentations and omissions made by Defendant Tesla, upon which Plaintiff  
2 the Class Members reasonably and justifiably relied, were intended to induce and actually induced  
3 Plaintiff and Class Members to purchase the Products.

4 39. The fraudulent actions of Defendant Tesla caused damage to Plaintiff and Class  
5 Members, who are entitled to damages and other legal and equitable relief as a result.

6 **SECOND CAUSE OF ACTION**

7 **Negligent Misrepresentation**

8 40. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
9 paragraphs above as if fully set forth herein. Plaintiff brings this claim individually and on behalf  
10 of the proposed Class against Defendant Tesla.

11 41. As discussed above, Defendant Tesla represented the Products proffered certain  
12 advantages but failed to disclose that the Products actually did not provide those benefits. Defendant  
13 Tesla had a duty to disclose this information. Additionally, Defendant Tesla misrepresented the true  
14 costs and advantages of the Products and had a duty to disclose the Products' price and benefits.

15 42. At the time Defendant Tesla made these misrepresentations, Defendant Tesla knew or  
16 should have known that these misrepresentations were false or made them without knowledge of  
17 their truth or veracity.

18 43. At an absolute minimum, Defendant Tesla negligently misrepresented or negligently  
19 omitted material facts about the Products.

20 44. The negligent misrepresentations and omissions made by Defendant Tesla, upon  
21 which Plaintiff and Class Members reasonably and justifiably relied, were intended to induce and  
22 actually induced Plaintiff and Class Members to purchase the Products.

23 45. Plaintiff and Class Members would not have bought the Products if they had known  
24 the true facts.

25 46. The negligent actions of Defendant Tesla caused damage to Plaintiff and Class  
26 Members, who are entitled to damages and other legal and equitable relief as a result.

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**THIRD CAUSE OF ACTION**

**Unjust Enrichment**

47. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendant Tesla.

48. Plaintiff and Class Members conferred benefit on Defendant Tesla by purchasing the Products. Defendant Tesla has been unjustly enriched in retaining the revenues derived from Plaintiff's and Class Members' purchases of the Products. Retention of those moneys under these circumstances is unjust and inequitable because the Products do not actually confer their marketed benefits and resulted in purchasers being denied the full benefit of their purchase because they did not purchase a vehicle that actually provided its advertised benefits. Defendant Tesla has also been unjustly enriched by falsely advertising the Products' price and tricking consumers into paying more for the Products.

49. Because Defendant Tesla's retention of the non-gratuitous benefits conferred on them by Plaintiff and Class Members is unjust and inequitable, Defendant Tesla must pay restitution to Plaintiff and Class Members for their unjust enrichment, as ordered by the Court.

**FOURTH CAUSE OF ACTION**

**Violation of Cal. Civ. Code §§1750, *et seq.***

50. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

51. This cause of action is brought pursuant to the Consumers Legal Remedies Act, California Civil Code §§ 1750, *et seq.* ("CLRA"). The CLRA prohibits any unfair, deceptive, and/or unlawful practices, as well as unconscionable commercial practices in connection with the sales of any goods or services to consumers. *See* Cal. Civ. Code §1770.

52. The CLRA "shall be liberally construed and applied to promote its underlying purposes, which are to protect consumers against unfair and deceptive business practices and to provide efficient economical procedures to secure such protection." Cal. Civ. Code § 1760.

53. Defendants are each a "person" under the CLRA. Cal. Civ. Code §1761 (c).

1           54. Plaintiff and the putative Class Members are “consumers” under the CLRA. Cal. Civ.  
2 Code §1761 (d).

3           55. The Products constitute a “good” under the CLRA. Cal. Civ. Code §1761 (a).

4           56. Plaintiff and the putative Class Members’ purchases of the Products within the Class  
5 Period constitute “transactions” under the CLRA. Cal. Civ. Code §1761 (e).

6           57. Defendant Tesla’s actions and conduct described herein reflect transactions that have  
7 resulted in the sale of goods to consumers.

8           58. Defendant Tesla’s failure to market the Products in accordance with California  
9 statutory requirements constitutes an unfair, deceptive, unlawful and unconscionable commercial  
10 practice.

11           59. Defendant Tesla’s actions have violated at least seven provisions of the CLRA,  
12 including §§ 1770(a)(5), 1770 (a)(7), 1770 (a)(10), 1770(a)(13), 1770(a)(16), 1770 (a)(17) and  
13 1770(a)(20).

14           60. As a result of Defendant Tesla’s violations, Plaintiff and the Class suffered, and  
15 continue to suffer, ascertainable losses in the form of the purchase price they paid for the unlawfully  
16 marketed Products, which they would not have paid had the Products been advertised correctly, or  
17 in the form of the reduced value of the Products relative to the Products as advertised and the retail  
18 price they paid.

19           61. Pursuant to § 1782 of the CLRA Plaintiff notified Defendant Tesla in writing of the  
20 particular violations of § 1770 of the CLRA, and demanded Defendant Tesla rectify the actions  
21 described above by providing monetary relief, agreeing to be bound by their legal obligations, and  
22 to give notice to all affected consumers of their intent to do so. On or about May 17, 2023, Plaintiff  
23 sent Defendant Tesla a notice and demand letter, notifying Defendant Tesla of its violations of the  
24 CLRA and demanding that within 30 days, Defendant Tesla remedy the unlawful, unfair, false,  
25 and/or deceptive practices complained of herein. Plaintiff advised Defendant Tesla that if it refused  
26 the demand, Plaintiff would seek monetary damages for himself and all others similarly situated, as  
27 well as injunctive relief, restitution, and any other relief the Court may deem just and proper.  
28 Defendant Tesla has failed to comply with the letter. Consequently, pursuant to California Civil

1 Code §1782, Plaintiff, on behalf of himself and all other members of the Class, seeks compensatory  
2 damages and restitution of any ill-gotten gains due to Defendant Tesla's acts and practices that  
3 violate the CLRA.

4 62. Defendant Tesla has failed to rectify or agree to rectify at least some of the violations  
5 associated with actions detailed above and give notice to all affected consumers within 30 days of  
6 receipt of the Cal. Civ. Code § 1782 notice. Thus, Plaintiff seeks actual damages and punitive  
7 damages for violations of the Act.

8 63. In addition, pursuant to Cal. Civ. Code §1780(a)(2), Plaintiff is entitled to, and  
9 therefore seeks, a Court order enjoining the above-described wrongful acts and practices that violate  
10 Cal. Civ. Code §1770.

11 64. Plaintiff and Class Members are also entitled to recover attorneys' fees, costs,  
12 expenses, disbursements, and punitive damages pursuant to Cal. Civ. Code §§ 1780 and 1781.

13 **FIFTH CAUSE OF ACTION**

14 **Violation of California Business & Professions Code §§ 17500, *et seq.***

15 65. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
16 paragraphs above as if fully set forth herein.

17 66. Defendant Tesla engaged in unfair and deceptive acts and practices, in violation of  
18 the California Business and Professions Code § 17500 *et seq.*, by marketing and/or selling the  
19 Products without disclosure of the material fact that the Products actually lack their advertised  
20 benefits. These acts and practices, as described above, have deceived Plaintiff and other class  
21 members, causing them to lose money as herein alleged and have deceived and are likely to deceive  
22 the consuming public, in violation of those sections. Accordingly, Defendant Tesla's business acts  
23 and practices, as alleged herein, have caused injury to Plaintiff and the other class members.

24 67. Defendant Tesla had a duty to disclose that the Products lacked their advertised  
25 properties, because this information was a material fact of which Defendant Tesla had exclusive  
26 knowledge; Defendant Tesla actively concealed this material fact; and Defendant Tesla made partial  
27 representations about the Products but suppressed some material facts.

28 68. Defendant Tesla's misrepresentation and/or nondisclosure of the fact that the Products

1 did not actually provide their advertised benefits was the immediate cause of Plaintiff and the other  
2 class members purchasing the Products.

3 69. In the absence of Defendant Tesla's misrepresentation and/or nondisclosure of facts,  
4 as described above, Plaintiff and other class members would not have purchased the Products.

5 70. Plaintiff and the other class members are entitled to relief, including full restitution  
6 and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have  
7 been obtained by Defendant Tesla as a result of such business acts or practices, and enjoining  
8 Defendant Tesla to cease and desist from engaging in the practices described herein.

9 **SIXTH CAUSE OF ACTION**

10 **Violation of Business & Professions Code § 17200, et seq.**

11 71. Plaintiff re-alleges and incorporates by reference the allegations contained in the  
12 paragraphs above as if fully set forth herein.

13 72. Plaintiff brings this cause of action for violation of the UCL individual and on behalf  
14 of the proposed Class against Defendant Tesla.

15 73. The UCL prohibits acts of "unfair competition," including any unlawful, unfair,  
16 fraudulent, or deceptive business act or practice as well as "unfair, deceptive, untrue or misleading  
17 advertising."

18 74. Defendant Tesla's failure to disclose the truth about the Products' pricing, value and  
19 benefits is likely to deceive a reasonable consumer and therefore constitutes a fraudulent or  
20 deceptive business practice.

21 75. Defendant Tesla's sale of the Products without disclosing the truth about the Products'  
22 true value and benefits offends established public policy and constitutes an unfair business practice.  
23 This injury is not outweighed by any countervailing benefits to consumers or competition.

24 76. Defendant Tesla's conduct is unlawful in that violated numerous statutes, including  
25 California Civil Code Section 1770(a); California Civil Code Sections 1709-1710; and California  
26 Civil Code Sections 1572-1573, as well as constituted common law fraud.

27 77. Defendant Tesla's conduct further violated California Business and Professions Code  
28 Section 17200's prohibition against engaging in "unlawful" business practices or acts by, inter alia,



1 failing to comply with California Civil Code Section 1750 *et seq.*

2 78. Plaintiff and the Class members have suffered injury in fact and have lost money  
3 and/or property as a result of Defendant Tesla's fraudulent, unfair, and/or unlawful business  
4 practices, in that as a result of Defendant Tesla's violations of the UCLA, Plaintiff and the Class  
5 paid for vehicles that they otherwise would not have bought or paid more than they would have if  
6 Defendant Tesla had not violated the UCL.

7 79. Plaintiff and the Class reserve the right to allege other violations of law which  
8 constitute other unlawful business acts and practices. Such conduct is ongoing and continues to this  
9 date.

10 80. Pursuant to California Business and Professions Code Sections 17203 and 17535,  
11 Plaintiff and the Class seek an order of this Court enjoining Defendant Tesla from continuing to  
12 engage, use, or employ their practice of advertising and marketing the Products in an untruthful  
13 manner. Likewise, Plaintiff and the Class seek an order requiring Defendant Tesla to disclose such  
14 misrepresentations, and additionally request an order awarding Plaintiff restitution of the money  
15 wrongfully acquired by Defendant Tesla by means of Defendant Tesla's failure to disclose the  
16 existence and significance of said misrepresentations in an amount to be determined at trial.  
17 Additionally, Plaintiff seeks an order for the disgorgement of all monies from the sale of Defendant  
18 Tesla's Products that were unjustly acquired through unlawful acts and practices. Plaintiff and the  
19 Class members also seek full restitution of all monies paid to Defendant Tesla as a result of its  
20 deceptive practices, interest at the highest rate allowable by law, and the payment of Plaintiff's  
21 attorneys' fees and costs pursuant to, *inter alia*, California Civil Code Procedure Section 1021.5.  
22 Plaintiff reserves the right to seek additional preliminary or permanent injunctive relief.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of himself and on behalf of the Class defined herein,  
25 prays for judgment and relief on all Causes of Action as follows:

26 A. This action be certified and maintained as a class action and certify the proposed class  
27 as defined, appointing Plaintiff as representative of the Class, and appointing the  
28 attorneys and law firms representing Plaintiff as counsel for the Class;

- 1 B. For an order declaring the Defendant Tesla's conduct violates the statutes referenced
- 2 herein;
- 3 C. That the Court awards compensatory, statutory and/or punitive damages as to all
- 4 Causes of Action where such relief is permitted;
- 5 D. That the Court awards Plaintiff and proposed class members the costs of this action,
- 6 including reasonable attorneys' fees and expenses;
- 7 E. For an order enjoining Defendant Tesla from continuing to engage in the unlawful
- 8 conduct and practices described herein;
- 9 F. That the Court awards equitable monetary relief, including restitution and
- 10 disgorgement of all ill-gotten gains, and the imposition of a constructive trust upon,
- 11 or otherwise restricting the proceeds of Defendant Tesla's ill-gotten gains, to ensure
- 12 that Plaintiff and proposed class members have an effective remedy;
- 13 G. That the Court award Plaintiff and the proposed Class members the costs of this
- 14 action, including reasonable attorneys' fees and expenses, including attorneys' fees
- 15 awarded as costs pursuant to California Civil Code Section 1717.5;
- 16 H. Imposition of a constructive trust to prevent unjust enrichment and to compel the
- 17 restoration of property (money) to Plaintiff and the Class which Defendant Tesla
- 18 acquired through fraud;
- 19 I. That the Court awards pre-judgment and post-judgment interest at the legal rate;
- 20 J. That the Court orders appropriate declaratory relief; and
- 21 K. That the Court grants such other and further as may be just and proper.

22  
23 Dated: July 21, 2023 DOGRA LAW GROUP PC

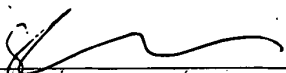
24  
25  
26 By:   
27 Shalini Dogra, Esq.  
28 Attorney for Plaintiff  
SEAN COHEN

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**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: July 21, 2023 **DOGRA LAW GROUP PC**

By:   
\_\_\_\_\_  
Shalini Dogra, Esq.  
Attorney for Plaintiff  
SEAN COHEN



## Superior Court of California, County of Los Angeles

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

#### What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

#### Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

#### Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

##### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

##### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, [janet@adrservices.com](mailto:janet@adrservices.com)  
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org)  
(833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List)

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

2019-GEN-014-00

**FILED**  
Superior Court of California  
County of Los Angeles

**MAY 03 2019**

Sherril R. Carter, Executive Officer/Clerk  
By Rizalinda Mina, Deputy  
Rizalinda Mina

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT ) FIRST AMENDED GENERAL ORDER  
- MANDATORY ELECTRONIC FILING )  
FOR CIVIL )  
)  
)  
)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

- 1) DEFINITIONS
  - a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
  - b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
  - c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
  - d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a  
2 person or entity that receives an electronic filing from a party for retransmission to the Court.  
3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an  
4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of  
6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision  
7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule  
8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or  
9 process attached to or logically associated with an electronic record and executed or adopted  
10 by a person with the intent to sign the electronic record.

11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place  
12 in a hypertext or hypermedia document to another in the same or different document.

13 h) **“Portable Document Format”** A digital document format that preserves all fonts,  
14 formatting, colors and graphics of the original source document, regardless of the application  
15 platform used.

16 2) MANDATORY ELECTRONIC FILING

17 a) Trial Court Records

18 Pursuant to Government Code section 68150, trial court records may be created, maintained,  
19 and preserved in electronic format. Any document that the Court receives electronically must  
20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an  
21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

22 b) Represented Litigants

23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to  
24 electronically file documents with the Court through an approved EFSP.

25 c) Public Notice

26 The Court has issued a Public Notice with effective dates the Court required parties to  
27 electronically file documents through one or more approved EFSPs. Public Notices containing  
28 effective dates and the list of EFSPs are available on the Court’s website, at [www.lacourt.org](http://www.lacourt.org).

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d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

- i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;
- ii) Bonds/Undertaking documents;
- iii) Trial and Evidentiary Hearing Exhibits
- iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

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- 1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES  
2 Electronic filing service providers must obtain and manage registration information for persons  
3 and entities electronically filing with the court.
- 4 6) TECHNICAL REQUIREMENTS
- 5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**  
6 technologically feasible without impairment of the document's image.
- 7 b) The table of contents for any filing must be bookmarked.
- 8 c) Electronic documents, including but not limited to, declarations, proofs of service, and  
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule  
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked  
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the  
12 bookedmarked item and briefly describe the item.
- 13 d) Attachments to primary documents must be bookmarked. Examples include, but are not  
14 limited to, the following:
- 15 i) Depositions;  
16 ii) Declarations;  
17 iii) Exhibits (including exhibits to declarations);  
18 iv) Transcripts (including excerpts within transcripts);  
19 v) Points and Authorities;  
20 vi) Citations; and  
21 vii) Supporting Briefs.
- 22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly  
23 encouraged.
- 24 f) Accompanying Documents  
25 Each document accompanying a single pleading must be electronically filed as a **separate**  
26 digital PDF document.
- 27 g) Multiple Documents  
28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be  
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating  
6 the documents as sealed at the time of electronic submission is the submitting party's  
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to  
10 redact confidential information (such as using initials for names of minors, using the last four  
11 digits of a social security number, and using the year for date of birth) so that the information  
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm  
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any  
17 document received electronically on a non-court day, is deemed to have been effectively  
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code  
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due  
21 course because of: (1) an interruption in service; (2) a transmission error that is not the  
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may  
23 order, either on its own motion or by noticed motion submitted with a declaration for Court  
24 consideration, that the document be deemed filed and/or that the document's filing date  
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later  
28 than 10:00 a.m. the court day before the ex parte hearing.

1 b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the  
2 day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte  
3 application must be provided to the court the day of the ex parte hearing.

4 9) PRINTED COURTESY COPIES

5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must  
6 be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If  
7 the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom  
8 by 10:00 a.m. the next business day.

9 b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of  
10 electronic submission) is required for the following documents:

- 11 i) Any printed document required pursuant to a Standing or General Order;
- 12 ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26  
13 pages or more;
- 14 iii) Pleadings and motions that include points and authorities;
- 15 iv) Demurrers;
- 16 v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- 17 vi) Motions for Summary Judgment/Adjudication; and
- 18 vii) Motions to Compel Further Discovery.

19 c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of  
20 additional documents. Courtroom specific courtesy copy guidelines can be found at  
21 [www.lacourt.org](http://www.lacourt.org) on the Civil webpage under "Courtroom Information."

22 10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

23 a) Fees and costs associated with electronic filing must be waived for any litigant who has  
24 received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. §  
25 1010.6(d)(2).)

26 b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure  
27 section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be  
28 electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California  
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil  
4 Division of the Los Angeles County Superior Court.

5  
6 This First Amended General Order supersedes any previous order related to electronic filing,  
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil  
8 Supervising Judge and/or Presiding Judge.

9  
10 DATED: May 3, 2019



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*Kevin C. Brazile*  
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KEVIN C. BRAZILE  
Presiding Judge

<p><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p><b>FILED</b> Superior Court of California County of Los Angeles <b>07/21/2023</b> David W. Slayton, Executive Officer / Clerk of Court By: <u>J. Nunez</u> Deputy</p>
<p>COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012</p>	
<p><b>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</b></p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER: <b>23STCV17233</b></p>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	William F. Highberger	10					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court

on 07/24/2023  
(Date)

By J. Nunez, Deputy Clerk

LACIV 190 (Rev 6/18)  
LASC Approved 05/06

**NOTICE OF CASE ASSIGNMENT – UNLIMITED CIVIL CASE**

**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

**\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

### VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

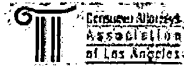


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:     TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER   	Reserved for Clerk's File Stamp           
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>		CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as



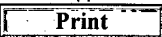
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ (INSERT DATE) for the complaint, and \_\_\_\_\_ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:    TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER: _____	Reserved for Clerk's File Stamp           CASE NUMBER: _____
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		

1. This document relates to:
  - Request for Informal Discovery Conference
  - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

LACIV 094 (new)  
 LASC Approved 04/11  
 For Optional Use

**INFORMAL DISCOVERY CONFERENCE**  
 (pursuant to the Discovery Resolution Stipulation of the parties)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
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Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
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**THE COURT SO ORDERS.**

Date: _____		_____
		JUDICIAL OFFICER

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**FILED**  
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK  
*N. Navarro*  
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

General Order Re )  
Use of Voluntary Efficient Litigation ) ORDER PURSUANT TO CCP 1054(a),  
Stipulations ) EXTENDING TIME TO RESPOND BY  
 ) 30 DAYS WHEN PARTIES AGREE  
 ) TO EARLY ORGANIZATIONAL  
 ) MEETING STIPULATION  
 )

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"



1           Whereas the Early Organizational Meeting Stipulation is intended to encourage  
2 cooperation among the parties at an early stage in litigation in order to achieve  
3 litigation efficiencies;

4           Whereas it is intended that use of the Early Organizational Meeting Stipulation  
5 will promote economic case resolution and judicial efficiency;

6           Whereas, in order to promote a meaningful discussion of pleading issues at the  
7 Early Organizational Meeting and potentially to reduce the need for motions to  
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early  
9 Organizational Meeting before the time to respond to a complaint or cross complaint  
10 has expired;

11           Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in  
12 which an action is pending to extend for not more than 30 days the time to respond to  
13 a pleading "upon good cause shown";

14           Now, therefore, this Court hereby finds that there is good cause to extend for 30  
15 days the time to respond to a complaint or to a cross complaint in any action in which  
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding  
17 of good cause is based on the anticipated judicial efficiency and benefits of economic  
18 case resolution that the Early Organizational Meeting Stipulation is intended to  
19 promote.

20           IT IS HEREBY ORDERED that, in any case in which the parties have entered  
21 into an Early Organizational Meeting Stipulation, the time for a defending party to  
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted  
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by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

Carolyn B. Kuhl  
Carolyn B. Kuhl, Supervising Judge of the  
Civil Departments, Los Angeles Superior Court



## Superior Court of California, County of Los Angeles

### **ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

#### **What is ADR?**

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

#### **Advantages of ADR**

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### **Disadvantages of ADR**

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

#### **Main Types of ADR**

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

#### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

#### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, [elizabeth@adrservices.com](mailto:elizabeth@adrservices.com) (949) 863-9800
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org) (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List)

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

**3. Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

**4. Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>  
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

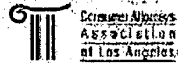


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ (INSERT DATE) for the complaint, and \_\_\_\_\_ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

**STIPULATION – EARLY ORGANIZATIONAL MEETING**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:     TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER   	Reserved for Clerk's File Stamp           CASE NUMBER: _____
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – DISCOVERY RESOLUTION</b>		

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;



SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

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(ATTORNEY FOR \_\_\_\_\_)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:    TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER: _____	Reserved for Clerk's File Stamp           CASE NUMBER: _____
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		

1. This document relates to:
  - Request for Informal Discovery Conference
  - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

LACIV 094 (new)  
 LASC Approved 04/11  
 For Optional Use

**INFORMAL DISCOVERY CONFERENCE**  
 (pursuant to the Discovery Resolution Stipulation of the parties)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

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\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

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JUDICIAL OFFICER

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**FILED**  
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK  
*N. Navarro*  
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

General Order Re )  
Use of Voluntary Efficient Litigation ) ORDER PURSUANT TO CCP 1054(a),  
Stipulations ) EXTENDING TIME TO RESPOND BY  
 ) 30 DAYS WHEN PARTIES AGREE  
 ) TO EARLY ORGANIZATIONAL  
 ) MEETING STIPULATION  
 )

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1           Whereas the Early Organizational Meeting Stipulation is intended to encourage  
2 cooperation among the parties at an early stage in litigation in order to achieve  
3 litigation efficiencies;

4           Whereas it is intended that use of the Early Organizational Meeting Stipulation  
5 will promote economic case resolution and judicial efficiency;

6           Whereas, in order to promote a meaningful discussion of pleading issues at the  
7 Early Organizational Meeting and potentially to reduce the need for motions to  
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early  
9 Organizational Meeting before the time to respond to a complaint or cross complaint  
10 has expired;

11           Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in  
12 which an action is pending to extend for not more than 30 days the time to respond to  
13 a pleading "upon good cause shown";

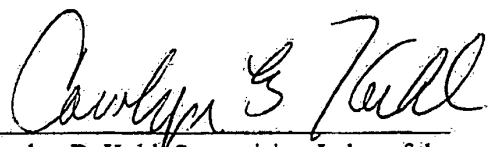
14           Now, therefore, this Court hereby finds that there is good cause to extend for 30  
15 days the time to respond to a complaint or to a cross complaint in any action in which  
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding  
17 of good cause is based on the anticipated judicial efficiency and benefits of economic  
18 case resolution that the Early Organizational Meeting Stipulation is intended to  
19 promote.

20           IT IS HEREBY ORDERED that, in any case in which the parties have entered  
21 into an Early Organizational Meeting Stipulation, the time for a defending party to  
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted  
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by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

  
Carolyn B. Kuhl, Supervising Judge of the  
Civil Departments, Los Angeles Superior Court



2019-GEN-014-00

**FILED**  
Superior Court of California  
County of Los Angeles

**MAY 03 2019**

Sherril R. Carter, Executive Officer/Clerk  
By Rizalinda Mina, Deputy  
Rizalinda Mina

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT ) FIRST AMENDED GENERAL ORDER  
- MANDATORY ELECTRONIC FILING )  
FOR CIVIL )  
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)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a  
2 person or entity that receives an electronic filing from a party for retransmission to the Court.  
3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an  
4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of  
6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision  
7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule  
8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or  
9 process attached to or logically associated with an electronic record and executed or adopted  
10 by a person with the intent to sign the electronic record.

11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place  
12 in a hypertext or hypermedia document to another in the same or different document.

13 h) **“Portable Document Format”** A digital document format that preserves all fonts,  
14 formatting, colors and graphics of the original source document, regardless of the application  
15 platform used.

16 2) MANDATORY ELECTRONIC FILING

17 a) Trial Court Records

18 Pursuant to Government Code section 68150, trial court records may be created, maintained,  
19 and preserved in electronic format. Any document that the Court receives electronically must  
20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an  
21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

22 b) Represented Litigants

23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to  
24 electronically file documents with the Court through an approved EFSP.

25 c) Public Notice

26 The Court has issued a Public Notice with effective dates the Court required parties to  
27 electronically file documents through one or more approved EFSPs. Public Notices containing  
28 effective dates and the list of EFSPs are available on the Court’s website, at [www.lacourt.org](http://www.lacourt.org).

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d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

- i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;
- ii) Bonds/Undertaking documents;
- iii) Trial and Evidentiary Hearing Exhibits
- iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

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5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

Electronic filing service providers must obtain and manage registration information for persons and entities electronically filing with the court.

6) TECHNICAL REQUIREMENTS

- a) Electronic documents must be electronically filed in PDF, text searchable format **when** technologically feasible without impairment of the document's image.
- b) The table of contents for any filing must be bookmarked.
- c) Electronic documents, including but not limited to, declarations, proofs of service, and exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the bookedmarked item and briefly describe the item.
- d) Attachments to primary documents must be bookmarked. Examples include, but are not limited to, the following:
  - i) Depositions;
  - ii) Declarations;
  - iii) Exhibits (including exhibits to declarations);
  - iv) Transcripts (including excerpts within transcripts);
  - v) Points and Authorities;
  - vi) Citations; and
  - vii) Supporting Briefs.
- e) Use of hyperlinks within documents (including attachments and exhibits) is strongly encouraged.
- f) Accompanying Documents  
Each document accompanying a single pleading must be electronically filed as a **separate** digital PDF document.
- g) Multiple Documents  
Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be  
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating  
6 the documents as sealed at the time of electronic submission is the submitting party's  
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to  
10 redact confidential information (such as using initials for names of minors, using the last four  
11 digits of a social security number, and using the year for date of birth) so that the information  
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm  
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any  
17 document received electronically on a non-court day, is deemed to have been effectively  
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code  
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due  
21 course because of: (1) an interruption in service; (2) a transmission error that is not the  
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may  
23 order, either on its own motion or by noticed motion submitted with a declaration for Court  
24 consideration, that the document be deemed filed and/or that the document's filing date  
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later  
28 than 10:00 a.m. the court day before the ex parte hearing.

1 b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the  
2 day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte  
3 application must be provided to the court the day of the ex parte hearing.

4 9) PRINTED COURTESY COPIES

5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must  
6 be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If  
7 the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom  
8 by 10:00 a.m. the next business day.

9 b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of  
10 electronic submission) is required for the following documents:

- 11 i) Any printed document required pursuant to a Standing or General Order;
- 12 ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26  
13 pages or more;
- 14 iii) Pleadings and motions that include points and authorities;
- 15 iv) Demurrers;
- 16 v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- 17 vi) Motions for Summary Judgment/Adjudication; and
- 18 vii) Motions to Compel Further Discovery.

19 c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of  
20 additional documents. Courtroom specific courtesy copy guidelines can be found at  
21 [www.lacourt.org](http://www.lacourt.org) on the Civil webpage under "Courtroom Information."

22 10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- 23 a) Fees and costs associated with electronic filing must be waived for any litigant who has  
24 received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. §  
25 1010.6(d)(2).)
- 26 b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure  
27 section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be  
28 electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California  
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil  
4 Division of the Los Angeles County Superior Court.

5  
6 This First Amended General Order supersedes any previous order related to electronic filing,  
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil  
8 Supervising Judge and/or Presiding Judge.

9  
10 DATED: May 3, 2019



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*Kevin C. Brazile*  
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KEVIN C. BRAZILE  
Presiding Judge

# **EXHIBIT B**



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 2023  
 DEPT. 10

RECEIVED

JUL 25 2023

SPRING STREET  
 DEPT. 10

Courtesy orig.  
 Copy

FILED

NAME/ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: Shalini Dogra, SBN 309024 2219 Main Street, Unit 239 Santa Monica, CA 90405 (747) 234-6673		STATE BAR NUMBER: 309024	Superior Court of California County of Los Angeles  JUL 25 2023  David M. Stanton, Executive Officer/Clerk of Court By: R. Sanchez, Deputy  23STCV17233
ATTORNEY FOR (Name): Plaintiff Sean Cohen			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: 312 North Spring Street			
PLAINTIFF/PETITIONER: Cohen			
DEFENDANT/RESPONDENT: Tesla, Inc.			
PEREMPTORY CHALLENGE TO JUDICIAL OFFICER (Code Civ. Proc., § 170.6)			CASE NUMBER: 23STCV17233

Name of Judicial Officer: (PRINT) Hon. William F. Highberger	Dept. Number: 10
<input checked="" type="checkbox"/> Judge <input type="checkbox"/> Commissioner <input type="checkbox"/> Referee	

I am a party (or attorney for a party) to this action or special proceeding. The judicial officer named above, before whom the trial of, or a hearing in, this case is pending, or to whom it has been assigned, is prejudiced against the party (or his or her attorney) or the interest of the party (or his or her attorney), so that declarant cannot, or believes that he or she cannot, have a fair and impartial trial or hearing before the judicial officer.

DECLARATION

I declare under penalty of perjury, under the laws of the State of California, that the information entered on this form is true and correct.

Filed on behalf of: Sean Cohen  
 Name of Party

- Plaintiff/Petitioner                       Cross Complainant
- Defendant/Respondent                       Cross Defendant
- Other: \_\_\_\_\_

Dated: July 24, 2023

[Signature]  
 Signature of Declarant

Shalini Dogra

Printed Name

1) file nunc to 7/25/23  
 & allow challenge as timely  
 2) send to Dept. SS 11 to  
 reassign.  
 3) ignore notice  
 UPH 8/2/23

LACIV 015 (Rev. 12-14)  
 LASC Approved 04-04  
 For Optional Use

PEREMPTORY CHALLENGE TO JUDICIAL OFFICER  
 (Code Civ. Proc., § 170.6)

Code Civ. Proc., § 170.6

# **EXHIBIT C**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 10

**23STCV17233**

**SEAN COHEN, vs TESLA, INC.**

August 2, 2023

10:03 AM

Judge: Honorable William F. Highberger

CSR: None

Judicial Assistant: R. Aspiras

ERM: None

Courtroom Assistant: R. Sanchez

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Court Order Re: Peremptory Challenge to Judicial Officer  
(Code of Civil Procedure, § 170.6)

The Court reviews the Peremptory Challenge filed by Sean Cohen, (Plaintiff) on 07/25/2023 pursuant to Code of Civil Procedure section 170.6 and finds that it was timely filed, in proper format, and is accepted.

The case is ordered transferred to Judge David S. Cunningham III in Department 11 at the Spring Street Courthouse for reassignment purposes only.

Counsel for plaintiff to give notice.

Certificate of Mailing is attached.

# **EXHIBIT D**



**CT Corporation**  
**Service of Process Notification**  
08/21/2023  
CT Log Number 544558691

**Service of Process Transmittal Summary**

**TO:** LEGAL DEPARTMENT - SOP  
TESLA, INC.  
901 PAGE AVE  
FREMONT, CA 94538-7341

**RE:** Process Served in California

**FOR:** Tesla, Inc. (Domestic State: DE)

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

**TITLE OF ACTION:** SEAN COHEN, on behalf of himself and all others similarly situated vs. TESLA, INC.

**DOCUMENT(S) SERVED:** Minute Order, Proof of service

**COURT/AGENCY:** Los Angeles County - Superior Court, CA  
Case # 23STCV17233

**NATURE OF ACTION:** Court Order Re: Case Reassignment

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

**DATE/METHOD OF SERVICE:** By Non-Traceable Mail on 08/21/2023 postmarked on 08/16/2023

**JURISDICTION SERVED:** California

**APPEARANCE OR ANSWER DUE:** Within 7 days of service

**ATTORNEY(S)/SENDER(S):** Shalini Dogra  
DOGRA LAW GROUP PC  
2219 Main Street, Unit 239  
Santa Monica, CA 90405  
747-234-6673

**ACTION ITEMS:** CT has retained the current log, Retain Date: 08/22/2023, Expected Purge Date: 08/27/2023

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**  
08/21/2023  
CT Log Number 544558691

**DOCKET HISTORY:**

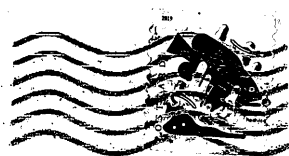
<b>DOCUMENT(S) SERVED</b>	<b>DATE/METHOD OF SERVICE</b>	<b>TO</b>	<b>LOG NUMBER</b>
Order, Proof of Service	By Non-Traceable Mail on 08/15/2023 postmarked: "Not Post Marked"	LEGAL DEPARTMENT - SOP TESLA, INC.	544517102
Summons, Cover Sheet, Class By Process Server on 07/27/2023 Action Complaint, Attachment(s), Order(s), Notice		LEGAL DEPARTMENT - SOP TESLA, INC.	544384654

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.

Shalini Dogra, Esq.  
Dogra Law Group PC  
2219 Main Street, Unit 239  
Santa Monica, CA 90405

LOS ANGELES CA 900

THU AUG 24 2023 PM 12 L



To: GT Corp  
Re: Tesla  
330 North Brand Blvd  
Ste: 700  
Glendale, CA

91203-233675

90203  
|||

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 11

**23STCV17233**  
**SEAN COHEN, vs TESLA, INC.**

August 3, 2023  
3:21 PM

Judge: Honorable Kenneth R. Freeman  
Judicial Assistant: A. Rosas  
Courtroom Assistant: C. Concepcion

CSR: None  
ERM: None  
Deputy Sheriff: None

---

**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Court Order Re: Case Reassignment;

This case was ordered transferred to the Assistant Supervising Judge of Complex Civil Litigation, Judge David S. Cunningham III in Department 11, for reassignment purposes only.

Due to Judge David S. Cunningham III being unavailable this date, the case is reviewed by Judge Kenneth R. Freeman for reassignment purposes only.

The case is reassigned for the following reason: Peremptory Challenge to Judicial Officer William F. Highberger.

Good cause appearing and on order of the Court, the above matter is reassigned at the direction of the Supervising Judge to Judge Maren Nelson in Department 17 at the Spring Street Courthouse for all further proceedings.

Plaintiff is ordered to forthwith serve a copy of this minute order on all parties and file a proof of service within seven (7) days of service.

Certificate of Mailing is attached.



**PROOF OF SERVICE**

*Cohen v. Tesla, et al.* – Case No. 23STCV17233

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I 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. My business address is 2219 Main Street, Unite 239, Santa Monica, CA 90405. On August 14, 2023, I served the following documents:

**Notice of Reassignment**

On the person(s) listed below:

CT Corporation  
Registered Agent for Service of Process  
Telsa, Inc.  
330 North Brand Blvd., Ste .700  
Glendale, CA 91203

(BY MAIL) I placed the above-described documents in an envelope, sealed the envelope and deposited it with the United States Postal Service on the date herein above with the postage thereon fully prepaid.

(BY FAX) I caused the above-transcribed documents to be transmitted via facsimile to the addressees as set forth above.

(FEDERAL) I declare that I am employed in the office of an attorney admitted to practice in this Court at whose direction the service was made.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 14, 2023, at Los Angeles, California.

  
Shalini Dogra

# **EXHIBIT E**

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**LAW 553-CA-ARB-e 3/23**

**RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

Buyer Name and Address (Including County and Zip Code) <b>SHAHAR SEAN COHEN</b> [Redacted] Cell: N/A Email: N/A	Co-Buyer Name and Address (Including County and Zip Code) [Redacted] Cell: N/A Email: N/A	Seller-Creditor (Name and Address) Tesla Motors Inc. 45500 Fremont Blvd Fremont, CA 94538 Alameda
---	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
New	2023	Tesla Model X	15	[Redacted] 397140	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
5.99 %	\$ 20,002.16 (e)	\$ 102,130.00 (e)	\$ 122,132.16 (e)	\$ 132,851.51 (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ N/A	N/A		
One Payment of	\$ N/A	N/A		
One Payment of	\$ N/A	N/A		
72	\$ 1,696.28	Monthly beginning	06/06/2023	
N/A	\$ N/A	N/A		
One final payment	\$ N/A	N/A		
<b>Late Charge.</b> If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. <b>Prepayment.</b> If you pay early, you may be charged a minimum finance charge. <b>Security Interest.</b> You are giving a security interest in the vehicle being purchased. <b>Additional Information:</b> See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.				

STATEMENT OF INSURANCE			
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.			
Vehicle Insurance			
	Term	Premium	
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A	
\$ N/A Ded. Collision	N/A Mos.	\$ N/A	
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A	
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A	
Medical N/A	N/A Mos.	\$ N/A	
N/A	N/A Mos.	\$ N/A	
Total Vehicle Insurance Premiums		\$ N/A	
UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.			
You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.			
Buyer X <u>SHAHAR SEAN COHEN</u>			
Co-Buyer X [Redacted]			
Seller X <u>Tray Jones</u>			

**Trade-In Payoff Agreement:** Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X [Redacted] Co-Buyer Signature X [Redacted]

**AUTO BROKER FEE DISCLOSURE**  
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:  
 Name of autobroker receiving fee, if applicable: \_\_\_\_\_ N/A

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X SHAHAR SEAN COHEN Co-Buyer Signs X [Redacted]

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**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

**1. Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories \$ 102,130.00 (A)

1. Cash Price Vehicle \$ 102,130.00

2. Cash Price Accessories \$ N/A

3. Other (Nontaxable) Describe N/A \$ N/A

4. Other (Nontaxable) Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ N/A (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) N/A \$ N/A (D1)

2. (paid to) N/A \$ N/A (D2)

3. (paid to) N/A \$ N/A (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) N/A \$ N/A (E1)

2. (paid to) N/A \$ N/A (E2)

F. EV Charging Station (paid to) N/A \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ 9,702.35 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) Tesla, Inc. \$ 31.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) N/A \$ N/A (I1)

2. (paid to) N/A \$ N/A (I2)

3. (paid to) N/A \$ N/A (I3)

4. (paid to) N/A \$ N/A (I4)

5. (paid to) N/A \$ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ 0.00 (J)  
(see downpayment and trade-in calculation)

K. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (K)  
(see downpayment and trade-in calculation)

L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver \$ N/A (L)

M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (M)

N. Other paid to N/A For N/A \$ N/A (N)

O. Other paid to N/A For N/A \$ N/A (O)

**Total Cash Price (A through O)** \$ 111,863.35 (1)

**2. Amounts Paid to Public Officials**

A. Vehicle License Fees \$ 663.00 (A)

B. Registration/Transfer/Titling Fees \$ 316.00 (B)

C. California Tire Fees \$ 7.00 (C)

D. Other N/A \$ N/A (D)

**Total Official Fees (A through D)** \$ 986.00 (2)

**3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)** \$ N/A (3)

**4.  State Emissions Certification Fee or  State Emissions Exemption Fee** \$ N/A (4)

**5. Subtotal (1 through 4)** \$ 112,849.35 (5)

**6. Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ 0.00 (A)

Vehicle 1 \$ 0.00 Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ 0.00 (B)

Vehicle 1 \$ 0.00 Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) \$ 0.00 (C)

Vehicle 1 \$ 0.00 Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ N/A (E)

F. Other N/A \$ N/A (F)

G. Other N/A \$ N/A (G)

H. Other N/A \$ N/A (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 10,719.35 (I)

**Total Downpayment (C through I)** \$ 10,719.35 (6)  
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

**7. Amount Financed (5 less 6)** \$ 102,130.00 (7)

**OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER.** A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A  
Name of Agreement \_\_\_\_\_

I want to buy a debt cancellation agreement or GAP waiver.

**Buyer Signs X** N/A

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A  
Term N/A Mos. or N/A Miles

I2 Company N/A  
Term N/A Mos. or N/A Miles

I3 Company N/A  
Term N/A Mos. or N/A Miles

I4 Company N/A  
Term N/A Mos. or N/A Miles

I5 Company N/A  
Term N/A Mos. or N/A Miles

**Buyer X** N/A

**Trade-In Vehicle(s)**

**1. Vehicle 1**

Year N/A Make N/A  
Model N/A Odometer N/A  
VIN N/A

a. Agreed Value of Property \$ 0.00

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ 0.00

d. Prior Credit or Lease Balance \$ 0.00

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ 0.00

**2. Vehicle 2**

Year N/A Make N/A  
Model N/A Odometer N/A  
VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

**Total Agreed Value of Property Being Traded-In (1c+2c)** \$ 0.00 \*

**Total Prior Credit or Lease Balance (1d+2d)** \$ 0.00 \*

**Total Net Trade-In (1e+2e)** \$ 0.00 \*

(\*See item 6A-6C in the Itemization of Amount Financed)

**OPTION:**  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

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**OTHER IMPORTANT AGREEMENTS**

**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

**2. YOUR OTHER PROMISES TO US**

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

**GAP LIABILITY NOTICE**

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

**d. Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

**e. What happens to returned insurance, maintenance, service, or other contract charges.**

If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.

- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

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- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

#### 4. WARRANTIES SELLER DISCLAIMS

**You do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.**

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

#### 5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.**

#### 6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

#### 7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

#### 8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

#### 9. NEGATIVE CREDIT REPORT NOTICE

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

#### CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

**Electronic Contracting and Signature Acknowledgment.** You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

**Seller's Right to Cancel**

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

**ARBITRATION PROVISION****PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

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This is a retention copy of the Electronic Original® document managed by the eCore® On Demand (EOD™) Service.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding. Buyer Signs X SHAHAR SEAN COHEN Co-Buyer Signs X [REDACTED]

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply. Buyer X SHAHAR SEAN COHEN Co-Buyer X [REDACTED]

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT. WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS. S/S X SHAHAR SEAN COHEN X [REDACTED]

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change. Buyer Signature X SHAHAR SEAN COHEN Co-Buyer Signature X [REDACTED]

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details. YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X SHAHAR SEAN COHEN Date 04/22/2023 Co-Buyer Signature X [REDACTED] Date N/A Buyer Printed Name SHAHAR SEAN COHEN Co-Buyer Printed Name N/A If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract. Other Owner Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer. Guarantor X N/A Date N/A Address N/A Guarantor X N/A Date N/A Address N/A

Seller Signs Tesla Motors Inc. Date 04/22/2023 By X Tray Jones Title President