

1 A. Louis Dorny (CA 212054)
ldorny@tesla.com
2 Alex Hanna (*pro hac vice application to be filed*)
alehanna@tesla.com
3 CA Reg. In-House Counsel
4 Aengus Carr (CA 240953)
acarr@tesla.com
5 TESLA, INC.
3000 Hanover St.
6 Palo Alto, CA 94304
7 Tel: 510-298-8516
8 Attorneys for Plaintiff
TESLA, INC.

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
DIVISION

11 TESLA, INC.,
12
13 Plaintiff,
14 v.
15 YANCHENG JECO AUTO PARTS CO., LTD.,
16 dba "JECOEV" on Amazon.com,
17 Defendant.

Case No.

COMPLAINT FOR:

- 1. **Federal False Advertising (15 U.S.C. S 1125(a)(1)(B))**
- 2. **Federal Trademark Dilution (15 U.S.C. S 1125(c))**
- 3. **Violation of California Bus. & Prof. Code S 17500**
- 4. **Violation of California Bus. & Prof. Code S 17200**

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20 Plaintiff Tesla, Inc. ("Tesla"), by way of its Original Complaint against Yancheng Jeco
21 Auto Parts Co., Ltd., dba "JecoEV" ("JecoEv"), states and alleges as follows:

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24 **NATURE OF ACTION**

25 1. Plaintiff Tesla owns and operates the Supercharger network, the largest and most
26 reliable DC fast charging network for electric vehicles in North America. Tesla's Superchargers
27 make up three out of four 100kW fast chargers in North America. The charging connector used by
28 Superchargers and Tesla vehicles was originally a proprietary connector developed by Tesla.

1 advertising under California Business and Professions Code § 17500, and unfair competition under
2 California Business and Professions Code § 17200.

3 9. This Court has federal question subject-matter jurisdiction over this action under the
4 provisions of 15 U.S.C. § 1121, 28 U.S.C. § 1331, and/or 28 U.S.C. § 1338, because the Complaint
5 alleges violations of federal trademark/dilution laws.

6 10. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the state law
7 claims, because the state law claims are so related to the federal trademark claims in this action,
8 over which this Court has original jurisdiction, that they form part of the same case or controversy
9 under Article III of the United States Constitution.

10 11. Venue in this district is proper under 28 U.S.C. §1391 because Defendant is subject
11 to personal jurisdiction here and is an alien that may be sued in any judicial district, and Plaintiff
12 has suffered injury in this district.

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14 **INTRADISTRICT ASSIGNMENT**

15 12. In accordance with Civil Local Rule 3-2(c), this action is properly assigned on a
16 District-wide basis because it relates to Intellectual Property Rights.

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19 **FACTUAL BACKGROUND**

20 **A. Tesla's Business and History**



21 13. Tesla was first incorporated in 2003 as Tesla Motors, Inc. and, in 2017, changed its
22 name to Tesla, Inc. Tesla designs, manufactures, and sells electric vehicles, stationary battery
23 energy storage devices, solar panels, solar shingles, and related products and services.

24 14. In 2008, the company began production of its first car model, the Roadster sports
25 car, followed by the Model S sedan in 2012, the Model X SUV in 2015, the Model 3 sedan in
26 2017, the Model Y crossover in 2020, the Tesla Semi truck in 2022, and the Cybertruck in 2023.



1 15. In August 2023, the Tesla Model Y electric vehicle made history by becoming the
 2 top-selling car globally across 160 plus countries.







3 **B. Tesla’s Trademarks**

4 16. Tesla owns all rights, title, and interest in the Tesla Marks, many of which are
 5 included on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”). The Tesla
 6 Marks are well-known. They are used in connection with Tesla’s electric vehicles, energy storage,
 7 solar energy, and autonomous driving. They include, but are not limited to, the following marks
 8 that are used in interstate commerce.

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
T Design 	06/15/2017	6251645	01/19/2021	09	(09) Solar energy equipment, namely, photo-voltaic solar modules in the shape of panels or roofing tiles for converting electromagnetic radiation into electrical energy; equipment for use in connection with collecting and converting solar energy into electricity, namely, inverters.
T Design 	02/11/2015	6029381	04/07/2020	09, 37, 42	(09) Wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storage and discharge of stored electricity for usage in entire dwellings and buildings; wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storing, and discharging stored electricity supplied by or to an electric power grid or other source of electric power generation for stabilizing and meeting electricity demands and usage goals; computer software for monitoring, optimizing and regulating the storage, and discharge of stored energy to and from such wirelessly connected electric battery apparatus. (37) Installation, maintenance and repair and upgrading of wirelessly connected electric battery apparatus, and consulting related thereto, for the storage and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (42) Monitoring of wirelessly connected electric battery apparatus with embedded firmware and software for storing and supplying electricity to ensure proper functioning and programming for meeting electricity demands and usage goals; Design of electric battery


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Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					systems comprised of wirelessly connected electric battery apparatus and supporting software, all for storage and discharge of stored electricity, in order to optimize the design efficiency, programming and configuration of said systems, and consulting services related thereto; Software as a service (SAAS) featuring software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; Providing online non-downloadable software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; Management of wirelessly connected electric battery apparatus with embedded software and firmware for the storage and discharge of stored electricity by programming and configuring software for electric battery apparatus; Installation, maintenance and repair and upgrading of remotely updateable computer software and firmware embedded in wirelessly connected electric battery apparatus, and consulting related thereto, for the storage and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals.
T Design 	07/21/2009	4560509	07/01/2014	12, 18	(12) Brake calipers for land vehicles; anti-skid chains, roof-racks, shock absorbers, springs, stabilizer bars, suspensions, all for vehicles; fitted covers for vehicles; semi-fitted covers for vehicles; trim panels for vehicle bodies. (18) Book bags; school bags.
T Design 	07/21/2009	4226096	10/16/2012	12, 21, 25, 37, 39, 40	(12) Apparatus for locomotion by land, air or water, namely, cars, boats, airplanes; electric automobiles; electric automobile parts, fully battery electric, high performance sports automobile; seats, upholstery, steering wheels, automobile wheel hubs; vehicle wheels; motor vehicle bodies; vehicles, namely, automobiles; motors; motor land vehicles; parts and fittings for motor land vehicles, namely, structural automobile parts and powertrain components. (21) Cups and mugs. (25) Articles of clothing, namely, t-shirts, shirts, jackets, hats; headgear, namely, sports hats, caps, sun visors. (37) Providing maintenance and repair services for automobiles. (39) Transportation and

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					storage of automobiles. (40) Custom manufacture of vehicles.
T Design 	09/22/2022	7226629	11/21/2023	18	(18) Book bags; school bags; backpacks.
T Design 	04/12/2022	7055039	05/16/2023	26	(26) Belt buckles.
T Design 	02/15/2019	6322825	04/13/2021	28	(28) Model cars; toy cars; toy vehicles; toy vehicle play sets and accessories therefor; miniature toy models of vehicles, diecast toy vehicle models; scale size collector toy model vehicles.
T Design 	07/17/2015	4901891	02/16/2016	39	(39) Leasing of motor vehicles.
T Design 	05/27/2021	6958647	01/17/2023	43	(43) Restaurant services, pop-up restaurant services, self-service restaurant services, take-out restaurant services.
T Logo 	06/26/2023	7429137	06/25/2024	32	(32) Beer.
TESLA	04/17/2013	4554429	06/24/2014	09	(09) Batteries to supply electric power to motors for electric vehicles; wall-mounted electric power connector to charge electric automobiles; mobile plug-in electric power connector to charge electric automobiles; downloadable software in the nature of a mobile application for monitoring electric charge and status of vehicles and remote control of vehicle; downloadable software in the nature of vehicle operating system software.
TESLA	02/11/2015	6289537	03/09/2021	09, 36, 40, 42	(09) Wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storage and discharge of stored electricity for usage in dwellings and buildings; wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storing, and discharging stored electricity supplied by or to an electric power grid or other source of electric power generation for stabilizing and meeting

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					electricity demands and usage goals; computer software for monitoring, optimizing and regulating the storage, and discharge of stored energy to and from such wirelessly connected electric battery apparatus. (36) Financing services relating to wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for the storage, and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (40) Leasing of wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for the storage, and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (42) Monitoring of wirelessly connected electric battery apparatus with embedded firmware and software for storing and supplying electricity to ensure proper functioning and programming for meeting electricity demands and usage goals; Design of electric battery systems comprised of wirelessly connected electric battery apparatus and supporting software, all for storage and discharge of stored electricity, in order to optimize the design efficiency, programming and configuration of said systems, and consulting services related thereto; Software as a service (SAAS) featuring software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; Providing online non-downloadable software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; Management of wirelessly connected electric battery apparatus with embedded software and firmware for the storage and discharge of stored electricity by programming and configuring software for electric battery apparatus; Installation, maintenance and repair and upgrading of remotely updateable computer software and firmware embedded in wirelessly connected electric battery apparatus, and consulting related thereto, for the storage and discharge of stored electricity for stabilizing and

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					meeting electricity demands and usage goals.
TESLA	04/17/2013	4443472	12/03/2013	12	(12) Automobiles and structural parts therefor.
TESLA	04/17/2013	4443471	12/03/2013	36	(36) Financing relating to automobiles.
TESLA	04/17/2019	6180977	10/20/2020	36	(36) Insurance agencies and brokerage in the field of automobile insurance; providing online information regarding financing an automobile, including insurance information and costs; insurance services, namely, underwriting, issuing and administration of automobile insurance; insurance services, namely, underwriting extended warranty contracts in the field of automobiles; insurance claims processing in the field of automobiles; providing vehicle insurance rate quotes.
TESLA	04/17/2013	4443470	12/03/2013	37	(37) Providing maintenance and repair services for automobiles.
TESLA	07/17/2015	5006090	07/26/2016	39	(39) Leasing of motor vehicles.
TESLA	06/22/2016	6158369	09/22/2020	42	(42) Monitoring of solar panels and other equipment for use in converting solar energy into electricity to ensure proper functioning and programming for meeting electricity demands and usage goals; monitoring of efficiency, production levels and other performance data of solar panels and other equipment for use in converting solar energy into electricity.
TESLA	05/27/2021	6958645	01/17/2023	43	(43) Restaurant services, pop-up restaurant services, self-service restaurant services, take-out restaurant services.
TESLA (Stylized)	03/03/2020	6323811	04/13/2021	06, 19	(06) Roofing, of metal, incorporating solar cells. (19) Roofing, not of metal, incorporating solar cells.
TESLA (Stylized) 	02/11/2015	6289538	03/09/2021	09, 36, 40, 42	(09) Wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storage and discharge of stored electricity for usage in dwellings and buildings; wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storing, and discharging stored electricity supplied by or to an electric power

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Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					grid or other source of electric power generation for stabilizing and meeting electricity demands and usage goals; computer software for monitoring, optimizing and regulating the storage, and discharge of stored energy to and from such wirelessly connected electric battery apparatus. (36) Financing services relating to wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for the storage, and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (40) Leasing of wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for the storage, and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (42) Monitoring of wirelessly connected electric battery apparatus with embedded firmware and software for storing and supplying electricity to ensure proper functioning and programming for meeting electricity demands and usage goals; design of electric battery systems comprised of wirelessly connected electric battery apparatus and supporting software, all for storage and discharge of stored electricity, in order to optimize the design efficiency, programming and configuration of said systems, and consulting services related thereto; software as a service (SAAS) featuring software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; providing online non-downloadable software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; management of wirelessly connected electric battery apparatus with embedded software and firmware for the storage and discharge of stored electricity by programming and configuring software for electric battery apparatus; installation, maintenance and repair and upgrading of remotely updateable computer software and firmware embedded in wirelessly connected electric battery apparatus, and consulting related thereto, for the storage and discharge

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					of stored electricity for stabilizing and meeting electricity demands and usage goals.
TESLA (Stylized) TESLĀ	07/21 /2009	4560510	07/01/20 14	12, 18, 27, 36	(12) Anti-skid chains, roof-racks, shock absorbers, springs, stabilizer bars, suspensions, all for vehicles; trim panels for vehicle bodies; brake calipers for land vehicles. (18) Book bags; school bags. (27) Mats. (36) Providing financial services relating to automobiles, namely, automobile financing and lease-purchase financing; financing services for the purchase and leasing of motor vehicles; lease-purchase financing; credit services, namely, providing financing for motor vehicles; providing financial advice in the field of motor vehicles.
TESLA (Stylized) TESLĀ	07/21 /2009	4226099	10/16/20 12	12, 21, 25, 37, 39, 40	(12) Apparatus for locomotion by land, namely, cars, electric automobiles; electric automobile parts; fully battery electric, high performance sports automobile; seats, automobile wheel hubs; vehicle wheels; upholstery, fitted covers for vehicles; semi-fitted covers for vehicles; steering wheels, motors; motor vehicle bodies; vehicles, namely, automobiles; motor land vehicles; parts and fittings for motor land vehicles, namely, structural automobile parts and powertrain components. (21) Cups and mugs. (25) Articles of clothing, namely, t-shirts, shirts, jackets, hats; headgear, namely, sports hats, caps, sun visors. (37) Providing maintenance and repair services for automobiles. (39) Transportation and storage of automobiles. (40) Custom manufacture of vehicles.
TESLA (Stylized) TESLĀ	02/15 /2019	6322823	04/13/20 21	28	(28) Model cars; toy cars; toy vehicles; toy vehicle play sets and accessories therefor; miniature toy models of vehicles, diecast toy vehicle models; scale size collector toy model vehicles.
TESLA (Stylized) TESLĀ	04/17 /2019	6180979	10/20/20 20	36	(36) Insurance agencies and brokerage in the field of automobile insurance; providing online information regarding financing an automobile, including insurance information and costs; insurance services, namely, underwriting, issuing and administration of automobile insurance; insurance services, namely, underwriting extended warranty contracts in the field of automobiles; insurance claims

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					processing in the field of automobiles; providing vehicle insurance rate quotes.
TESLA (Stylized) TESLA	06/15 /2017	6283401	03/02/20 21	42	(42) Monitoring of solar panels and other equipment for use in converting solar energy into electricity to ensure proper functioning and programming for meeting electricity demands and usage goals; monitoring of efficiency, production levels and other performance data of solar panels and other equipment for use in converting solar energy into electricity.
TESLA TESLA	05/27 /2021	6958646	01/17/20 23	43	(43) Restaurant services, pop-up restaurant services, self-service restaurant services, take-out restaurant services.

17. The Tesla Marks are distinctive, having no meaning outside of their use by Tesla in its course of business operations and in its advertising to distinguish its products and services.

18. Tesla has attained one of the highest levels of brand recognition among consumers. As a result of Tesla's longstanding and widespread use and promotion of the Tesla Marks, Tesla customers around the globe have come to rely upon the Tesla Marks to identify Tesla's commitment to sustainable energy solutions, cutting-edge technology, and expanding the boundaries of what is possible in the automotive, energy, robotics and and technology industries.

19. Tesla's customers associate Tesla's famous and well-known trademarks, including, among others, Tesla and the Tesla logo, exclusively with Tesla and Tesla's products and services.

C. Tesla's Supercharging Network

20. A significant concern for potential electric vehicle buyers is the fear of running out of battery power without a place to recharge, known as range anxiety. The Supercharger network mitigates this concern by providing convenient and fast-charging options along major travel routes and in urban areas. It has been a cornerstone of Tesla's strategy, making electric vehicle ownership convenient, supporting long-distance travel, reinforcing technological leadership, generating revenue, and advancing sustainability goals.

21. Increasing access to charging is a pillar of Tesla's mission. Since 2012, Tesla has built the best charging experience in the world, achieving a 99.95% uptime.

1 22. Tesla invested heavily in electric vehicle charging infrastructure. As of January
2 2024, Tesla operates a network of 6,350 Supercharger stations with over 58,000 connectors. These
3 stations are primarily located in three regions: Asia Pacific (over 2,650), North America (over
4 2,500), and Europe (over 1,200).

5 23. In 2024, Tesla plans to spend over \$500M USD expanding the Supercharger
6 network to create thousands of new chargers.

7 **D. North American Charging Standard**

8 24. The North American Charging Standard (NACS), has been adopted by all large
9 automakers, with manufacturers and charge point operators transitioning to the NACS by 2025.

10 25. Until recently, Tesla's Supercharger network was exclusive to drivers of Tesla's
11 Model S vehicle, Model X vehicle, Model 3 vehicle, Model Y vehicle, and Cybertruck vehicle. To
12 encourage adoption, Tesla has now opened up its fast-charging network to allow more electric
13 vehicle drivers to charge at over 15,000 Supercharging stalls across North America.

14 26. In February of 2024, Ford became the first automaker to offer a NACS adapter to
15 customers, allowing Ford vehicles to charge with the adapter on a majority of Tesla's V3 and V4
16 chargers.

17 **E. JecoEV Charging Adapter**

18 27. On information and belief, Defendant is engaged in e-commerce operating under
19 the DBA JecoEV.

20 28. Through Amazon.com and eBay.com, Defendant has made and continues to make
21 false or misleading statements concerning the specifications of its JecoEV Charging Adapter on
22 product packaging and market materials. Specifically, the JecoEV Charging Adapter packaging
23 and foldout pamphlet falsely advertise the JecoEV Charging Adapter to have a) thermal protection
24 in the form of a temporary kill switch such that "when the adapter reaches 90 degrees Celsius,
25 charging stops," and 2) "IP54 Protection Level" to protect against dirt, dust, oil, and water. These
26 specifications are false. *See Exhibit A to Complaint.*

1 29. Tesla’s testing of the JecoEV Charging Adapter revealed no thermal protection and
2 material deficiencies, with the level of ingress protection failing to meet the “IP54 Protection
3 Level” standard.

4 30. In addition, Defendant made additional false statements in a listing¹ at non-party
5 Amazon.com’s ecommerce platform, likely to mislead a prospective purchaser:

6 (a) “EXPANDED CHARGING OPTIONS - This Tesla to CCS
7 Adapter is *designed for compatibility with EVs featuring a CCS1*
8 connector that have joined the North American Charging Standard
9 (NACS) alliance, enabling non-Tesla EVs, including GM, Ford,
10 Honda, Hyundai, Kia, Rivian, Mercedes, Nissan, Polestar, Toyota,
11 Jaguar Land Rover, and Fisker to access high-speed Superchargers.”
12 (emphasis added)

13 Plaintiff alleges that contrary to the advertisement, the design of the JecoEV Charging Adapter is
14 not compatible for use with electric vehicles, as it poses a high risk of harm. The absence of thermal
15 protection and inadequate protection against ingress renders the JecoEV Charging Adapter
16 fundamentally unsafe. Defendant JecoEV’s statement that the design is “compatible with the North
17 American Charging Standard” implies to any reasonable consumer a material factual assertion of
18 safety, which factual assertion is false.

19 31. In addition, Defendant made additional false statements in a listing² at non-party
20 Amazon.com’s ecommerce platform, which are likely to mislead a prospective purchaser:

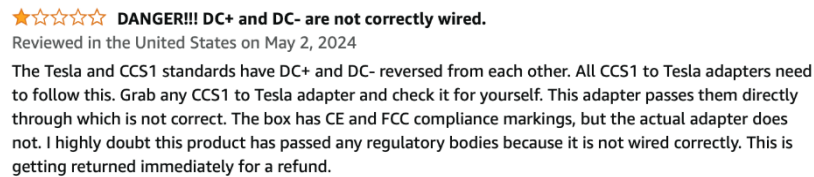
21 (a) “LIGHTNING-FAST SPEED - This Tesla to CCS Adapter
22 features a rated current of 200A and voltage of 1000V, *allowing your*
23 *non-Tesla EV to leverage the Supercharger’s capability*. Enjoy
24 significantly faster charging speeds and minimized downtime.”
25 (emphasis added)

27 _____
¹ See Exhibit B to Complaint.

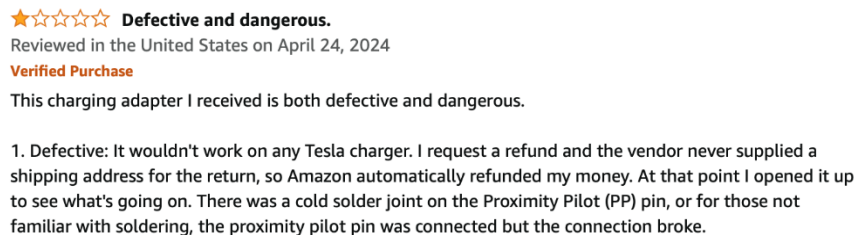
28 ² See Exhibit B to Complaint.

1 (b) Plaintiff alleges that the design and construction of the JecoEV Charging Adapter does not
2 “allow[]...leverage of the Supercharger’s capability” with stated specifications. Plaintiff’s V4
3 Supercharger is rated for 615 ADC or 1000 VDC, with a software-imposed power output limit of
4 250 kW. This makes the usage of the JecoEV Charging Adapter inadequate to “enjoy significantly
5 faster charging speeds.” Plaintiff alleges that the nature and quality of the JecoEV Charging
6 Adapter is under engineered in fact, overstated in the advertisement and therefore a false assertion
7 of fact.

8 32. Customers on Amazon.com have criticized the JecoEV Charging Adapter as
9 defective and dangerous, for example:

10  **☆☆☆☆☆ DANGER!!! DC+ and DC- are not correctly wired.**
Reviewed in the United States on May 2, 2024
The Tesla and CCS1 standards have DC+ and DC- reversed from each other. All CCS1 to Tesla adapters need
11 to follow this. Grab any CCS1 to Tesla adapter and check it for yourself. This adapter passes them directly
12 through which is not correct. The box has CE and FCC compliance markings, but the actual adapter does
not. I highly doubt this product has passed any regulatory bodies because it is not wired correctly. This is
getting returned immediately for a refund.

13 and:

14  **☆☆☆☆☆ Defective and dangerous.**
Reviewed in the United States on April 24, 2024
Verified Purchase
This charging adapter I received is both defective and dangerous.
1. Defective: It wouldn't work on any Tesla charger. I request a refund and the vendor never supplied a
15 shipping address for the return, so Amazon automatically refunded my money. At that point I opened it up
16 to see what's going on. There was a cold solder joint on the Proximity Pilot (PP) pin, or for those not
17 familiar with soldering, the proximity pilot pin was connected but the connection broke.

18
19 33. Plaintiff requested and paid for a third-party engineering team to conduct a design
20 review, physical teardown, precision measurement, microscopy, and CT imaging of the JecoEV
21 Charging Adapter for analysis against relevant charging connector standards, SAE J1772 and
22 J3400.

23 34. Plaintiff alleges the JecoEV Charging Adapter design and construction poses a high
24 safety risk. For purposes of this analysis “high safety risk” means a major injury, fatality or fire is
25 expected to occur during the lifetime of the device, for which no controls exist.

26 35. Plaintiff alleges that the JecoEV Charging Adapter poses a high safety risk for at
27 least the following reasons:

1 (a) The JecoEV Charging Adapter provides a mechanical latch on the inlet side
2 to mechanically engage with the Supercharger; however, this latching mechanism does not include
3 electrical verification of proper or sufficient mechanical engagement.

4 (i) User misuse in which the latching mechanism is disengaged from the
5 Supercharger cable during charging is possible, which could lead to a dangerous “live disconnect”
6 scenario.

7 (ii) Degradation in the structural integrity of the latching mechanism can
8 allow for an insufficient physical connection to go undetected during charging, which can lead to a
9 dangerous “live disconnect” scenario.

10 (b) The JecoEV adapter does not provide a latch on the connector side to mate to
11 the EV charging port. The only mechanism for connecting to the EV is through two cutouts in the
12 adapter housing.

13 (c) No over-temperature protection is present in the JecoEV adapter, contrary to
14 the adapter’s specification sheet. In the event of an over-temperature condition in the adapter, the
15 lack of over-temperature protection creates a high safety risk.

16 (d) The JecoEV adapter came with a specification sheet that states a rating of
17 200 ADC, up to 1000 VDC. The specification sheet also states a maximum power of 200 kW. For
18 comparison, the Tesla V4 Supercharger is rated for 615 ADC or 1000 VDC, with a software-
19 imposed power output limit of 250 kW.

20 (e) The DC+ and DC- busbars inside the adapter are separated by two thin layers
21 of heat shrink wrap, each less than 1 mm in thickness. At 1000 VDC, the minimum UL requirement
22 is 5.5 mm through air. Relevant gap distance through the shrink wrap material is unknown. A
23 clearance gap that is underrated for the application voltage can pose a dangerous arc risk.

24 (f) The JecoEV adapter does not have electrical continuity of the proximity pin
25 across the device. This pin allows the EV and Supercharger to detect the presence of one another
26 before and during charging as a safety mechanism to prevent live disconnect.

1 (g) There are material discrepancies between the JecoEV product packaging and
2 specification sheet for the JecoEV Charging Adapter.

3 (h) Construction issues observed during disassembly of the JecoEV adapter
4 include absence of O-rings, gaskets, or seals for the pins on either side of the adapter; the busbar
5 shrink wrap layers had numerous cuts, rips, and tears throughout, exacerbating arc risk; damage to
6 other components inside the housing as well, including to a plastic plate and screw post. The post,
7 in turn, was cutting into the heat shrink wrap on one of the busbars; crimping on wires inside the
8 adapter was of poor quality. The JecoEV Charging Adapter did not utilize full wire gauge in several
9 instances. Furthermore, frayed wiring and detached bits of wire were observed at crimp points;
10 visible discrepancies between the two busbars in the adapter; busbars were made of multiple pieces
11 joined together via a press fit construction; press fit joints had poor construction, which may
12 indicate that there are inadequate tolerances in the manufacturing process. The surface area of
13 contact at press fit joints was small and may result in resistive heating.

14 (i) The JecoEV adapter does not conform to J3400 standard specifications in
15 regard to dimensions of various features on the inlet side. This noncompliance may present a safety
16 risk to the user and could potentially damage the charger, charging station, and vehicle with which
17 the JecoEV adapter is used.

18
19 **FIRST CLAIM FOR RELIEF**
20 **Federal False Advertising**
21 **(15 U.S.C. § 1125(a)(1)(B))**

22 36. Plaintiff repeats and hereby realleges the allegations above as if fully set forth
23 herein.

24 37. In its commercial advertising and promotion to potential customers, Defendant
25 markets the JecoEV Charging Adapter by stating compatibility with Plaintiff's Supercharger
26 network.

1 38. However, any use of the JecoEV Charging Adapter on Plaintiff’s Superchargers is
2 highly unsafe and poses a high risk of injury to person and/or property. For example, the user
3 manual that accompanied the JecoEV Charging Adapter describes an overtemperature protection
4 in the form of a temperature-activated kill switch. The statement in the manual is false and
5 misleading, as no thermal or temperature sensors were found during disassembly and review of the
6 JecoEV Charging Adapter.

7 39. These express representations violate Section 43(a) of the Lanham Act, which
8 provides in relevant part that a “person who, or in connection with any goods or services . . . uses
9 in commerce any . . . false or misleading description of fact or misleading representation of fact,
10 which . . . in commercial advertising or promotion, misrepresents the nature, characteristics,
11 qualities, or geographic origin of his or her or another person’s goods, services, or commercial
12 activities shall be liable to a civil action by any person who believes that he or she is likely to be
13 damaged by such act.”

14 40. Defendant’s promotional claims about JecoEV Charging Adapter, alone as
15 compatible with Plaintiff’s Supercharger network, are material and made in interstate commerce
16 through at least online e-commerce stores, including Amazon.com and eBay.com. The engineering
17 design, manufacture and performance of high-voltage electrical equipment intended for daily use
18 are of paramount importance to consumers of Tesla’s Supercharging network when deciding
19 which NACS adapter to purchase in the market.

20 41. Defendant’s false and misleading statements have injured Plaintiff and/or such
21 injury is imminent. For example, through Defendant’s false and misleading commercial
22 statements, including, but not limited to, statements concerning the components and safety of
23 Defendant’s JecoEV Charging Adapter, users have the capacity of being misled or materially
24 deceived, or indeed were misled or materially deceived, into purchasing Defendant’s Adapter for
25 use on vehicles connected to Plaintiff’s Supercharging network. Users of Defendant’s Adapter,
26 including on Plaintiff’s Supercharging network, are therefore at high risk of suffering injury to
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1 person or property, and Plaintiff's Supercharging network has or will be imminently damaged by
2 such use, thus directly or proximately causing economic and reputational injury to Plaintiff.

3 42. Pursuant to 15 U.S.C. § 1117, Plaintiff is entitled to damages for Defendant's
4 Lanham Act violations, a disgorgement of profits made by Defendant on sales of its product, actual
5 damages sustained by Plaintiff, and the costs of this action.

6 43. Defendant's acts are willful, wanton and calculated to deceive and mislead, and are
7 undertaken in bad faith, making this an exceptional case entitling Plaintiff to recover additional
8 damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

9 44. Unless enjoined by this Court, Defendant's acts will irreparably injure Plaintiff's
10 goodwill and erode its market share. Pursuant to 15 U.S.C. § 1116, Plaintiff is entitled to
11 preliminary and permanent injunctive relief to prevent Defendant's continuing acts.

12 **SECOND CLAIM FOR RELIEF**

13 **Federal Trademark Dilution**

14 **(15 U.S.C. § 1125(C))**

15 45. Plaintiff incorporates by reference each and every allegation contained in the
16 preceding paragraphs as if fully set forth herein.

17 46. As discussed above, Plaintiff is the owner of the Tesla Marks, which are strong,
18 well-known and distinctive marks that acquired fame prior to the commencement of Defendant's
19 wrongful actions.

20 47. Defendant's commercial marketing of the JecoEV Charging Adapter have caused or
21 will foreseeably cause dilution by tarnishing the famous Tesla Marks and will otherwise impair the
22 distinctiveness and/or harm the reputation of those trademarks. Defendant's conduct tarnishes and
23 degrades the positive associations of the Tesla Marks.

24 48. Defendant has intentionally induced, encouraged, and materially assisted the
25 dilution of the Tesla Marks by, *inter alia*: (1) grossly negligent design and manufacture of the
26 JecoEV Charging Adapter, intended and advertised for use on Plaintiff's Supercharging network
27 and in connection with electric vehicle charging; (2) falsely marketing, and thereby promoting the
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1 sale and distribution of the defective JecoEV Charging Adapter; and (3) refusal to halt sales or
2 recall of the defective adapter, despite notice provided in full to Defendant in the form of
3 Plaintiff's engineering analysis of the JecoEV Charging Adapter.

4 49. Plaintiff is informed and believes, and on that basis alleges, JecoEV's acts are
5 willful in that JecoEV willfully intended to, and in fact do, trade on the reputation of the Tesla
6 Marks and/or to cause dilution of the Tesla Marks.

7 50. Defendant's wrongful acts have caused and will continue to cause great and
8 irreparable injury and damage to Tesla and to the goodwill in the Tesla Marks, which injury and
9 damage cannot be adequately quantified, and unless this Court restrains Defendant from further
10 commission of said acts, 15 U.S.C. § 1116(a), Plaintiff will continue to suffer substantial
11 irreparable injury, for which it has no adequate remedy at law.

12 51. Due to the acts of Defendant, Plaintiff has suffered and will continue to suffer loss
13 of income, profits, and valuable business opportunities, and, if not restrained, Defendant have
14 unfairly derived and will continue to unfairly derive income, profits and business opportunities as a
15 result of their acts as described herein.

16 52. As the acts alleged herein constitute willful violations of Section 43(c) of the
17 Lanham Act, 15 U.S.C. § 1125(c), and, as Plaintiff has no adequate remedy at law, Plaintiff is
18 entitled to injunctive relief under 15 U.S.C. § 1116(a), as well as to Defendant's profits and other
19 remedies provided by 15 U.S.C. §§ 1117 and 1118, and reasonable attorney's fees and
20 prejudgment interest for an exceptional case pursuant to 15 U.S.C. §1117(a).

21 **THIRD CLAIM FOR RELIEF**
22 **California False Advertising**
23 **(CAL. BUS. & PROF. CODE § 17500 ET SEQ.)**

24 53. Plaintiff repeats and hereby realleges the allegations above as if fully set forth
25 herein.

26 54. Plaintiff brings this cause of action pursuant to CAL BUS. & PROF. CODE §
27 17535 in an individual capacity and not on behalf of the general public.
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1 55. CAL. BUS. & PROF. CODE § 17500 provides that it is unlawful for any person,
2 firm, corporation, or association to dispose of property or perform services, or to induce the public
3 to enter into any obligation relating thereto, through the use of untrue or misleading statements.

4 56. CAL. BUS. & PROF. CODE § 17508 provides: “It shall be unlawful for any person
5 doing business in California and advertising to consumers in California to make any false or
6 misleading advertising claims.”

7 57. Defendant’s misleading statements violate CAL. BUS. & PROF. CODE §§ 17500
8 and 17508, and Plaintiff has acted in response to and reliance on the misleading statements made
9 by Defendant regarding the JecoEV Charging Adapter, including by expending time, money, and
10 other resources to respond to these misleading statements.

11 58. Defendant’s misleading statements violate CAL. BUS. & PROF. CODE §§ 17500
12 and 17508, and the public has been misled by the false advertising on Amazon.com, reasonably
13 relied upon by members of the public when evaluating whether to purchase JecoEV Charging
14 Adapter for use on Plaintiff’s Superchargers.

15 59. Defendant’s conduct has caused Plaintiff damage in an amount to be determined at
16 the trial herein but not less than \$75,000 and, unless enjoined by this Court, Defendant’s conduct
17 will continue to cause Plaintiff irreparable damage for which Plaintiff has no adequate remedy at
18 law.

19 60. Pursuant to CAL. BUS. & PROF. CODE § 17535, Plaintiff seeks an order of this
20 Court compelling the Defendant to provide restitution, and to disgorge the monies to which
21 Plaintiff is entitled but were instead collected and realized by Defendant as a result of its false and
22 misleading statements and injunctive relief enjoining Defendant from making such false and
23 misleading statements.

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1 advertisement, display, sale, offering for sale, manufacture, production, circulation or distribution
2 of the JecoEV Charging Adapter;

3 c) an order requiring that Defendant take corrective action to correct any
4 erroneous impression persons may have derived concerning the nature, characteristics, or qualities
5 of JecoEV Charging Adapter, including without limitation the placement of corrective
6 advertising;

7 d) an order prohibiting importation of the JecoEV Charging Adapter into the
8 United States or admitted to entry at any customs house of the United States as consistent with the
9 authority under 15 U.S. Code § 1125(b).

10 e) an order granting Plaintiff such other relief as the Court may deem
11 appropriate to prevent the trade and public from deriving any erroneous impression concerning
12 the nature, characteristics, qualities, or benefits of JecoEV Charging Adapter;

13 f) an order requiring Defendant to pay Plaintiff damages in an amount
14 sufficient to compensate Plaintiff for injury it has sustained as a consequence of Defendant's
15 unlawful acts;

16 g) an order requiring Defendant to pay Plaintiff damages in the amount of
17 Plaintiff's actual and consequential damages resulting from Defendant's false and misleading
18 advertisements and marketing and pursuant to 15 U.S.C. § 1117(a), CAL. BUS. & PROF. CODE
19 §§ 17500 *et. seq.*, and the common law of the State of California; and

20 h) an order awarding Plaintiff such other and further relief as the Court deems
21 just and equitable.

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23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of
25 any issues so triable by right.

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Dated: July 15, 2024

By: /s/ Louis Dorny
A. Louis Dorny

Attorney for Plaintiff
TESLA, INC.