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7 Attorneys for Defendant
TESLA, INC.

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 DEMETRICE TALLEY, individually
and on behalf of all others similarly
13 situated,

14 Plaintiffs,

15 vs.

16 TESLA, INC., dba TESLA MOTORS,
INC., a Delaware Corporation; and
17 DOES 1-50, inclusive,

18 Defendants.

Case No. 2:22-cv-03125

**DEFENDANT TESLA, INC.'S
NOTICE OF REMOVAL TO
FEDERAL COURT**

Action Filed: February 23, 2022

[28 U.S.C. §§ 1332, 1441, 1446, and
1453]

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

3 **PLEASE TAKE NOTICE THAT** Defendant TESLA, INC. dba TESLA
 4 MOTORS, INC. (“Defendant” or “Tesla”), by and through its counsel, removes the
 5 above-entitled action to this Court from the Superior Court of the State of California,
 6 County of Los Angeles, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453. This
 7 removal is based on the following grounds:

8 **I. PROCEDURAL BACKGROUND.**

9 1. On February 23, 2022, Plaintiff Demetrice Talley (“Plaintiff”) filed an
 10 unverified putative class action complaint (“Complaint”) in the Superior Court of the
 11 State of California, County of Los Angeles, entitled *Demetrice Talley, individually*
 12 *and on behalf of all others similarly situated v. Tesla, Inc., dba Tesla Motors, Inc., a*
 13 *Delaware Corporation; and DOES 1-50, inclusive*, Case No. 22STVC06572 (the
 14 “Complaint”).

15 2. On April 7, 2022, Plaintiff served copies of the Summons, Complaint,
 16 Civil Case Cover Sheet, and various orders and filings on the docket, on the registered
 17 agent for Tesla. True and correct copies of these documents are attached hereto as
 18 **Exhibit A.** Exhibit A constitutes all the pleadings, process, and orders served upon
 19 or filed by Tesla in the Superior Court action.

20 3. The Complaint seeks class damages for: (1) failure to pay wages
 21 including overtime; (2) failure to provide meal periods; (3) failure to provide rest
 22 periods; (4) failure to pay timely wages; (5) failure to provide accurate itemized wage
 23 statements; (6) failure to indemnify necessary business expenses; and (7) unfair
 24 business practices. (Ex. A, Complaint (“Compl.”), ¶¶ 45-53, 54-60, 61-65, 66-70,
 25 71-79, 80-83, 84-89).

26 4. Plaintiff alleges all seven Causes of Action individually and on behalf
 27 of a class of current and former employees. Plaintiff defines the class as “[a]ll
 28 persons who are or have been employed by Defendants as Non-Exempt Employees

1 or equivalent positions, however titled, in the state of California within four (4) years
 2 from the filing of the Complaint in this action until its resolution.” (Ex. A, Compl.,
 3 ¶ 10). Plaintiff also provides five sub-classes within the Class definition, including
 4 the following: (1) Meal Period Subclass; (2) Rest Period Subclass; (3) Waiting Time
 5 Penalty Subclass; (4) Wage Statement Subclass; and (5) Unfair Business Practice
 6 Subclass. (Ex. A, Compl., ¶ 11).

7 **II. REMOVAL IS TIMELY.**

8 5. Because Tesla is filing this Notice of Removal within thirty days of
 9 service of the Complaint, it is timely under 28 U.S.C. §§ 1446(b)(3) and 1453. *See*
 10 *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999). No
 11 previous Notice of Removal has been filed or made with this Court for the relief
 12 sought herein.

13 **III. THIS COURT HAS ORIGINAL SUBJECT MATTER JURISDICTION** 14 **OVER THE COMPLAINT UNDER CAFA.**

15 6. The Complaint is a putative class action.¹ (Ex. A, Compl., ¶ 1, Prayer
 16 for Relief ¶ 1). Removal under the Class Action Fairness Act (“CAFA”) is proper
 17 pursuant to 28 U.S.C. §§ 1441, 1446, and 1453 because: (i) diversity of citizenship
 18 exists between at least one putative class member and Tesla, (ii) the aggregate
 19 number of putative class members in the proposed class is 100 or greater; and (iii)
 20 the Complaint places in controversy more than \$5 million, exclusive of interest and
 21 costs. 28 U.S.C. §§ 1332(d)(2) & (d)(5)(B), 1453.²

22 **A. Diversity of Citizenship Exists.**

23 7. To satisfy CAFA’s diversity requirement, a removing party seeking
 24 removal must establish only that minimal diversity exists, that is, that one putative

25 _____
 26 ¹ Tesla denies, and reserves the right to contest at the appropriate time, that this
 27 action can properly proceed as a class action. Tesla further denies Plaintiff’s claims
 28 and denies that he can recover any damages.

² Tesla denies Plaintiff’s factual allegations and denies that Plaintiff and members
 of the putative class are entitled to any relief whatsoever.

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

7 8. “An individual is a citizen of the state in which he is domiciled”
 8 *Boon v. Allstate Ins. Co.*, 229 F. Supp. 2d 1016, 1019 (C.D. Cal. 2002) (citing *Kanter*
 9 *v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001)). Citizenship is
 10 determined by the individual’s domicile at the time that the operative complaint is
 11 filed. *Armstrong v. Church of Scientology Int’l*, 243 F.3d 546, 546 (9th Cir. 2000)
 12 (citing *Lew v. Moss*, 797 F.2d 747, 750 (9th Cir. 1986)); *Broadway Grill, Inc. v. Visa,*
 13 *Inc.*, 856 F.3d 1274, 1279 (9th Cir. 2017). Evidence of continuing residence creates
 14 a presumption of domicile. *Washington v. Hovenssa LLC*, 652 F.3d 340, 395 (3d Cir.
 15 2011); *State Farm Mut. Auto. Ins. Co. v. Dyer*, 19 F.3d 514, 519 (10th Cir. 1994).

16 9. In his Complaint, Plaintiff states that he is “a resident of California.”
 17 (Ex. A, Compl., ¶ 6). The Complaint does not allege that Plaintiff is a citizen of any
 18 other state. Therefore, Plaintiff is a citizen of California for purposes of diversity
 19 jurisdiction.

20 10. For CAFA diversity purposes, a corporation is deemed to be a citizen of
 21 any state in which it has been incorporated and of any state where it has its principal
 22 place of business. 28 U.S.C. § 1332(c)(1). The “principal place of business” for the
 23 purpose of determining diversity subject matter jurisdiction refers to “the place where
 24 a corporation’s officers direct, control, and coordinate the corporation’s activities . .
 25 . [I]n practice it should normally be the place where the corporation maintains its
 26 headquarters—provided that the headquarters is the actual center of direction,
 27 control, and coordination, i.e., the ‘nerve center,’ and not simply an office where the
 28

1 corporation holds its board meetings” *See Hertz Corp. v. Friend*, 559 U.S. 77,
2 92-93 (2010).

3 11. Tesla is organized under the laws of Delaware. Declaration of Nicole
4 White in Support of Tesla, Inc.’s Notice of Removal (“White Decl.”) ¶ 6. When
5 Plaintiff filed the Complaint, and now, Tesla’s corporate headquarters are in the State
6 of Texas, and its executive and core administrative functions (including but not
7 limited to human resources, operations, corporate finance, accounting, payroll, legal,
8 and information systems) have been located in Texas. In addition, Tesla’s Chief
9 Executive Officer, Chief Financial Officer, as well as other corporate executives
10 work from the Texas headquarters, and direct, control, and coordinate Tesla’s
11 corporate activities from its Texas headquarters. *Id.* Accordingly, Tesla is a citizen
12 of Texas for diversity jurisdiction purposes. 28 U.S.C. § 1332(d)(10).

13 12. Therefore, diversity of citizenship exists under CAFA because at least
14 one member of the putative class is a citizen of a state different than Tesla. 28 U.S.C.
15 § 1332(d)(2)(A) (requiring only “minimal diversity” under which “any member of a
16 class of plaintiffs is a citizen of a State different from any Defendant”).

17 **B. The Putative Class Has More Than 100 Members.**

18 13. The Complaint alleges its claims on behalf of a class consisting of “[a]ll
19 persons who are or have been employed by Defendants as Non-Exempt Employees
20 or equivalent positions, however titled, in the state of California within four (4) years
21 from the filing of the Complaint in this action until its resolution.” (Ex. A, Compl.,
22 ¶ 10). Tesla has had a constant headcount of at least 10,000 non-exempt, full-time
23 employees in California during the year preceding the Complaint’s filing. White
24 Decl. ¶ 3. Thus, the putative class contains more than 100 members.

25 **C. The Amount In Controversy Exceeds \$5,000,000.³**

26 ³ This Notice of Removal addresses the nature and amount of damages that the
27 Complaint places in controversy. Tesla refers to specific damages estimates and
28 cites to comparable cases solely to establish that the amount in controversy exceeds
the jurisdictional minimum. Tesla maintains that each of Plaintiff’s claims lack

14. Pursuant to CAFA, the claims of the individual members in a class action are aggregated to determine if the amount in controversy exceeds \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d)(6). Where, as here, the Plaintiff does not plead a specific amount of damages, the petition for removal “need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold,” consistent with the pleading standard under Rule 8(a). *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014); Fed. R. Civ. P. 8(a). “If a federal court is uncertain about whether ‘all matters in controversy’ in a purported class action ‘do not in the aggregate exceed the sum or value of \$5,000,000’ the court should err in favor of exercising jurisdiction over the case.” Senate Judiciary Report, S. REP. 109-14, at 42 (2005) (citation omitted).

15. “[A] removing defendant is not obligated to research, state and prove the plaintiff’s claims for damages.” *Sanchez v. Russell Sigler, Inc.*, 2015 WL 12765359, *2 (C.D. Cal. April 28, 2015) (citation omitted). *See also LaCross v. Knight Transportation Inc.*, 775 F.3d 1200, 1203 (9th Cir. 2015) (rejecting plaintiff’s argument for remand based on the contention that the class may not be able to prove all amounts claimed: “Plaintiffs are conflating the amount in controversy with the amount of damages ultimately recoverable.”); *Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1198 n.1 (9th Cir. 2015) (in alleging the amount in controversy, defendants “are not stipulating to damages suffered, but only estimating the damages in controversy.”). The ultimate inquiry is what amount a complaint places “in controversy,” not what a defendant may actually owe in damages. *LaCross*, 775 F.3d

merit, and that Tesla is not liable to Plaintiff or any putative class member in any amount whatsoever. No statement or reference contained herein shall constitute an admission of liability or a suggestion that Plaintiff will or could actually recover any damages based upon the allegations contained in the Complaint or otherwise. “The amount in controversy is simply an estimate of the total amount in dispute, not a prospective assessment of [Tesla’s] liability.” *Lewis v. Verizon Communs., Inc.*, 627 F.3d 395, 400 (9th Cir. 2010). In addition, Tesla denies that this case is suitable for class treatment.

1 at 1202 (citation omitted) (explaining that courts are directed “to first look to the
2 complaint in determining the amount in controversy”).

3 16. Under *Dart Cherokee*, a removing defendant is not required to submit
4 evidence supporting its removal allegations. *Salter v. Quality Carriers, Inc.*, 974
5 F.3d 959, 964 (9th Cir. 2020) (“a removing defendant’s notice of removal need not
6 contain evidentiary submissions but only plausible allegations of jurisdictional
7 elements.”) (internal quotations omitted). The removal allegations “may rely on ‘a
8 chain of reasoning that includes assumptions’ and ‘an assumption may be reasonable
9 if it is founded on the allegations of the complaint.’” *Marano v. Liberty Mut. Grp.,*
10 *Inc.*, 2021 WL 129930, at *2 (C.D. Cal. Jan. 14, 2021) (quoting *Arias v. Residence*
11 *Inn by Marriott*, 2019 WL 4148784, at *4 (9th Cir. Sept. 3, 2019)). Where the
12 plaintiff “could have, but did not, make more specific allegations to narrow the scale
13 or scope of th[e] controversy,” courts “have assumed 100% violation rates” based on
14 the complaint’s “sweeping allegations.” *Id.* at *3.

15 17. Here, the amount in controversy exceeds \$5 million based on Plaintiff’s
16 allegations.⁴ Indeed, Plaintiff’s Fourth, Fifth, and Sixth Causes of Action, as well as
17 Plaintiff’s attorneys’ fee claim, alone place more than \$5,000,000 in controversy, as
18 summarized in the following table⁵:

19
20
21 ⁴ Although Plaintiff’s Complaint makes the conclusory allegation that the amount in
22 controversy is less than \$5 million (Complaint ¶ 4), “[c]onclusory allegations as to
23 the amount in controversy are insufficient” and should be disregarded. *Matheson*
24 *v. Progressive Specialty Ins.*, 319 F.3d 1089, 1090 (9th Cir. 2003). Moreover,
25 using conservative assumptions, the amount in controversy far exceeds \$5 million,
26 as explained in further detail herein.

27 ⁵ Notably, Plaintiff alleges that Tesla “regularly” required Class Members to work
28 shifts without providing them legally required meal periods (Compl., ¶ 59) and that
Tesla created a working environment in which Plaintiff and Class Members could
not take all of their rest periods (Compl., ¶ 64). Although these sweeping
allegations warrant an assumption of very high violation rates, each of these claims,
standing alone, easily clears the \$5 million threshold for CAFA jurisdiction (even
based on one violation per employee per month).

<u>Claim</u>	<u>Calculation</u>	<u>Amount in Controversy</u>
Late Final Wages	$\$12.5 \times 8 \times 30 \times 1,700$	\$5,100,000
Wage Statement Violations	$(10,000 \times \$50) + (10,000 \times \$100 \times 5)$	\$5,500,000
Failure to Reimburse	$\$20 \times 12 \times 10,000$	\$2,400,000
Attorneys' Fees	$13,000,000 \times .25$	\$3,250,000
Total		\$16,250,000

1. Plaintiff's Fourth Cause of Action for Failure to Pay Wages of Discharged Employees Puts at Least \$5,100,000 in Controversy.

18. Plaintiff alleges that "Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ." (Ex. A, Compl., ¶ 69). Plaintiff further alleges that, as a result, "Defendants are liable to Plaintiff and members of the Non-Exempt Production Employee class for waiting time penalties pursuant to Labor Code § 203." (Ex. A, Compl., ¶ 70).

19. Labor Code § 203 provides that an employer who willfully fails to timely pay wages to an employee who is discharged or quits, must pay, as a penalty, the "the wages of the employee . . . from the due date thereof . . . until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

20. There is a three-year statute of limitations period applicable to a Section 203 claim. At least 1,700 full time non-exempt employees in California separated their employment with Tesla between February 23, 2019 and April 9, 2022. White Decl. ¶ 4.

21. The Complaint alleges that “Plaintiff and Class Members *consistently* worked in excess of eight (8) hours in a day and/or forty (40) hours in a week as the result of the off-the-clock work performed.” (Ex. A, Compl. ¶ 51) (emphasis added). Plaintiff states that “Plaintiff and Class Members were not compensated for all time worked . . . as the result of off-the-clock work performed.” (Ex. A, Compl. ¶ 27). Plaintiff alleges that “[f]or instance, Plaintiff and Class Members were subjected to COVID questionnaires prior to clocking in for their shifts . . . which took approximately 2-4 minutes to complete” and “could only clock in after they completed the questionnaire.” *Id.*

22. Based on Plaintiff’s allegations that the Class was required to work off the clock throughout the statutory period, it is appropriate to use a 100% violation rate for waiting time penalties to calculate the amount in controversy. *See Ford v. CEC Entm’t, Inc.*, 2014 WL 3377990 (N.D. Cal. 2014) (“Assuming a 100% violation rate is thus reasonably grounded in the complaint . . . [b]ecause no averment in the complaint supports an inference that these sums were ever paid.”).

23. At all times during the alleged liability period, Tesla paid its hourly employees at least minimum wage. White Decl. ¶ 5. Using a blended minimum wage of \$12.50 per hour final rate of pay based on the annual increases to the California minimum wage, and assuming that Tesla employed COVID questionnaires starting June 1, 2020, the Complaint claim for Labor Code Section 203 waiting time penalties places \$3,000 in controversy for at least 1,700 terminated employees individually (i.e., \$12.50 x 8 hours per day x 30 days=\$3,000) since June 1, 2020. White Decl. ¶ 5. This allegation places at least \$5,100,000 in controversy in the aggregate (i.e., \$3,000 x 1,700 employees = **\$5,100,000**).

1 **2. Plaintiff's Fifth Cause of Action for Failure to Provide and**
 2 **Maintain Accurate Wage Statements Puts at Least \$5,500,000**
 3 **in Controversy.**

4 24. Plaintiff alleges that “Defendants omitted an accurate itemization of
 5 total hours worked, including . . . gross pay and net pay figures from Plaintiff and the
 6 Class Members’ wage statements.” (Ex. A, Compl. ¶ 39). Because Plaintiff alleges
 7 that Tesla violated Labor Code Section 226(a) by failing to include accurate
 8 information on the wage statements as required throughout the statutory period, it is
 9 appropriate to use a 100% violation rate to calculate the amount in controversy for
 10 this claim.

11 25. Labor Code section 226(e) provides that an employee can recover the
 12 greater of all actual damages or \$50 for the initial violation and \$100 per pay period
 13 for each subsequent violation, up to a maximum penalty of \$4,000, plus costs and
 14 reasonable attorneys’ fees, if an employer knowingly and intentionally fails to
 15 provide an accurate, itemized wage statement. Cal. Labor Code § 226(e).

16 26. Here, during the relevant one-year statute of limitations period, Tesla
 17 provided wage statements to Plaintiff and to putative class members on a bi-weekly
 18 basis. During the period from February 23, 2021 to April 9, 2022, Tesla maintained
 19 a constant headcount of, and issued bi-weekly wage statements to, at least 10,000
 20 non-exempt employees in California during the one year limitations period
 21 applicable to this claim. White Decl. ¶ 3. Thus, Plaintiff’s seventh cause of action
 22 for failure to provide accurate wage statements would put \$5,500,000 in controversy
 23 after only six bi-weekly pay periods (i.e., (10,000 employees x \$50 penalty for initial
 24 pay period) + (10,000 employees x \$100 penalty x 5 subsequent pay periods) =
 25 **\$5,500,000**).

26 **3. Plaintiff's Sixth Cause of Action for Failure to Indemnify**
 27 **Necessary Expenditures Incurred in Discharge of Duties Puts**
 28 **at Least \$2,400,000 in Controversy.**

29 27. Plaintiff alleges that “during the relevant time frame, Defendants failed
 30 to adequately reimburse Plaintiff and Class Members for business expenditures

1 incurred for the use of personal cellphones as Plaintiff and Class Members used their
 2 personal cellphones to complete Defendants' COVID questionnaires, call customers,
 3 and respond to work emails." (Ex. A, Compl., ¶ 41). The Complaint does not allege
 4 the amounts sought for these expenses, but Plaintiff alleges that "Defendants failed
 5 to provide reimbursements for the use of personal cell phones necessary to carry out
 6 their job duties" and that Plaintiff and Class Members are entitled to recover these
 7 "un-reimbursed expense amounts . . . plus interest and penalties thereon, attorneys'
 8 fees, and costs, pursuant to Labor Code § 2802." (*Id.* at ¶¶ 81, 83).

9 28. Plaintiff's allegations of a company-wide failure to provide
 10 reimbursement of cell phone expenses to putative class members suggests for
 11 purposes of removal "that each putative class member could recover unreimbursed
 12 expenses for every month worked." *Anderson v. Starbucks Corp.*, No. 3:20-CV-
 13 01178-JD, 2020 WL 7779015, at *4 (N.D. Cal. Dec. 31, 2020). In *Anderson*, the
 14 district court held that a monthly cell phone reimbursement of \$32.50 per employee
 15 was a "reasonable basis for estimating" the amount in controversy on a cell phone
 16 reimbursement claim, and conservatively represents a recovery that would be "less
 17 than a full recovery of the monthly plan fee" *Id.* However, for purposes of this
 18 removal, Tesla uses an even more conservative assumption that Plaintiff is seeking
 19 an average monthly recovery of \$20.00 per employee.

20 29. As stated above, Tesla maintained a constant headcount of at least
 21 10,000 non-exempt employees in California during at least the year prior to
 22 Plaintiff's filing of his Complaint. White Decl. ¶ 3. At \$20.00 in alleged unpaid cell
 23 phone reimbursements per month, Plaintiff's fifth cause of action for failure to
 24 indemnify employees for necessary cell phone expenses would place at least
 25 \$2,400,000 in controversy for that one-year period alone (i.e., \$20 monthly expenses
 26 x 12 work months x 10,000 employees = **\$2,400,000**).

1 **4. The Amount in Controversy Exceeds \$5 Million.**

2 30. Aggregating the figures above for only these three causes of action,
3 Plaintiff's alleged amount in controversy is at least \$13,000,000 (i.e., \$5,100,000 +
4 \$5,500,000 + \$2,400,000) based on the allegations in the claims discussed above.
5 Thus, CAFA's \$5 million requirement is satisfied based on these claims alone, even
6 without the need to assess the value of Plaintiff's First, Second, Third, and Seventh
7 Causes of Action (failure to pay wages including overtime, failure to provide meal
8 periods, failure to provide rest periods, or unfair business practices).

9 **5. Plaintiff's Request for Attorneys' Fees Places Additional**
10 **Amounts in Controversy, Further Exceeding the CAFA**
11 **Threshold.**

12 31. Plaintiff seeks to recover attorneys' fees under various provisions of the
13 Labor Code, including section 226. (Ex. A, Compl., ¶¶ 53, 60, 65, 79, 83, 89; Prayer
14 for Relief, ¶¶ 2, 3). Future attorneys' fees are properly included in determining the
15 amount in controversy, including for class actions seeking fees under Labor Code
16 Section 226. *See Fritsch v. Swift Transportation Co. of Arizona, LLC*, 899 F.3d 785,
17 793–94 (9th Cir. 2018) ("Because the law entitles [the plaintiff] to an award of
18 attorneys' fees if he is successful, such future attorneys' fees are at stake in the
19 litigation, and must be included in the amount in controversy."). Courts in the Ninth
20 Circuit "have treated a potential 25% fee award as reasonable" in wage and hour class
actions removed under CAFA. *See Anderson*, 2020 WL 7779015, at *4.

21 32. Although Tesla denies Plaintiff's claim for attorneys' fees, inclusion of
22 "reasonable" attorneys' fees for purposes of removal adds another \$3,250,000 in
23 controversy (25% of \$13,000,000), bringing the total amount in controversy to at
24 least **\$16,250,000**.

25 **IV. VENUE**

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

1 **V. NOTICE**

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

5 **VI. CONCLUSION**

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

10
11 Dated: May 9, 2022

MORGAN, LEWIS & BOCKIUS LLP

12
13 By /s/ Brian D. Berry

14 Brian D. Berry
15 Andrea Fellion
16 Kassia Stephenson
17 Attorneys for Defendant
18 TESLA, INC.
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28

EXHIBIT A

22STCV06572

Electronically FILED by Superior Court of California, County of Los Angeles on 02/23/2022 11:03 AM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Lozano, Deputy Clerk

SUM-100

SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TESLA, INC., dba TESLA MOTORS, INC., a Delaware Corporation; and DOES 1-50, inclusive,

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

DEMETRICE TALLEY, individually and on behalf of 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), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles Superior Court
111 North Hill St.
Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):

22STCV06572

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):

JAMES HAWKINS APLC, 9880 Research Drive, Suite 200 Irvine CA 92618; (949)387-7200

Sherri R. Carter Executive Officer / Clerk of Court
Clerk, by
(Secretario) R. Lozano Deputy
(Adjunto)

DATE:

(Fecha) 02/23/2022

(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).)

(SEAL)



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. dba Tesla Motors Inc. a Delaware 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)

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Kenneth Freeman

Electronically FILED by Superior Court of California, County of Los Angeles on 02/23/2022 11:03 AM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Lozano, Deputy Clerk

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Attorneys for Plaintiff DEMETRICE TALLEY,
individually and on behalf of all others similarly situated

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

DEMETRICE TALLEY, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

TESLA, INC., dba TESLA MOTORS, INC., a
Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 22STCV06572

Assigned For All Purposes To:
Judge:
Dept.:

**CLASS ACTION COMPLAINT
PURSUANT TO CALIFORNIA CODE OF
CIVIL PROCEDURE §382 FOR:**

1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194
2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512
3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512
4. Failure to Pay Timely Wages Required by Labor Code § 203
5. Failure to Provide Accurate Itemized Wage Statements Required by Labor Code § 226
6. Failure to Indemnify Necessary Business Expenses Required by Labor Code §2802
7. Violation of Business & Professions Code § 17200, et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff DEMETRICE TALLEY ("Plaintiff"), individually and on behalf of all others
2 similarly situated (hereinafter collectively referred to as the "Class" or "Class Member"), hereby
3 files this Complaint against Defendants TESLA, INC., dba TESLA MOTORS, INC., and DOES
4 1-50, inclusive (collectively "Defendants") and alleges on information and belief as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This class action is brought pursuant to California Code of Civil Procedure §382.
7 The monetary damages and restitution sought by Plaintiff exceed the minimum jurisdiction limits
8 of the California Superior Court and will be established according to proof at trial.

9 2. This Court has jurisdiction over this action pursuant to the California Constitution
10 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
11 except those given by statute to other courts. The statutes under which this action is brought do
12 not give jurisdiction to any other court.

13 3. This Court has jurisdiction over Defendants because, upon information and belief,
14 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
15 avails itself of the California market so as to render the exercise of jurisdiction over it by the
16 California Courts consistent with traditional notions of fair play and substantial justice.

17 4. The California Superior Court also has jurisdiction in this matter because the
18 individual claims of the members of the Classes herein are under the seventy-five thousand dollar
19 (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim, including attorneys'
20 fees, is under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of
21 2005. Further, there is no federal question at issue, as the issues herein are based solely on California
22 statutes and law, including the Labor Code, IWC Wage Orders, CCP, California Civil Code ("CC")
23 and B&PC.

24 5. Venue is proper in this Court because upon information and belief, one or more of
25 the Defendants, reside, transact business, or have offices in this County and/or the acts or
26 omissions alleged herein took place in this County.

27 **II. PARTIES**

28 6. Plaintiff, DEMETRICE TALLEY, was at all times relevant to this action, a

1 resident of California. Plaintiff was employed by Defendants in approximately October 2018 as a
2 Non-Exempt Employee and worked during the liability period for Defendants' as a Service
3 Assistant, until his separation from Defendants' employ in approximately May 2021. During
4 Plaintiff's employment, Plaintiff's duties included but were not limited to, retrieving cars, provide
5 customer assistance, open the shop, remove chargers from Tesla vehicles once charging was
6 completed, prepare vehicles for customer pick-ups, and drop vehicles off at customers' residences.

7 7. Defendants TESLA, INC., dba TESLA MOTORS, INC., operates as an electric
8 vehicle manufacturer across the United States and in California. Plaintiff estimates there are in
9 excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last four
10 years.

11 8. Other than identified herein, Plaintiff is unaware of the true names, capacities,
12 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
13 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
14 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
15 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
16 are ascertained.

17 9. Plaintiff is informed and believes and thereon alleges that each defendant, directly
18 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
19 Class, and exercised control over their wages, hours, and working conditions. Plaintiff is
20 informed and believes and thereon alleges that each Defendant acted in all respects pertinent to
21 this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy
22 in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other
23 defendants.

24 **III. CLASS ACTION ALLEGATION**

25 10. Plaintiff brings this action individually and on behalf of all others similarly
26 situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class
27 are defined as follows:
28

1 All persons who are or have been employed by Defendants as Non-Exempt Employees or
 2 equivalent positions, however titled, in the state of California within four (4) years from
 3 the filing of the Complaint in this action until its resolution. (collectively referred to as the
 "Class" or "Plaintiff's Class" or "Class Members").

4 11. Plaintiff also seeks to represent the subclass(es) composed of and defined as
 5 follows:

6 **Sub-Class 1:** All Class Members who are or were employed by Defendants who worked in
 7 excess of six or ten hours in a work day but were not provided with a timely, uninterrupted,
 8 duty-free thirty-minute meal period (hereinafter collectively referred to as the "Meal
 Period Subclass").

9 **Sub-Class 2:** All Class Members who are or were employed by Defendants who worked in
 10 excess of three and a half (3.5) or ten hours in a work day but were not authorized and
 11 permitted a rest period (hereinafter collectively referred to as the "Rest Period Subclass").

12 **Sub-Class 3:** All Class Members who have been employed by Defendants at any time
 13 between February 2019 and the present and have separated their employment (hereinafter
 collectively referred to as the "Waiting Time Penalty Subclass").

14 **Sub-Class 4:** All Class Members who have been employed by Defendants at any time
 15 between February 2021 and the present and have been provided wage statements by
 Defendants (hereinafter collectively referred to as the "Wage Statement Subclass").

16 **Sub-Class 5:** All Class Members who are or were employed by Defendants and subject to
 17 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "Unfair
 Business Practice Subclass").

18 12. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
 19 applicable laws to amend or modify the class definition with respect to issues or in any other
 20 ways. Plaintiff is a member of the Class as well as each of the Sub-Classes.

21 13. The term "Class" includes Plaintiff and all members of the Class and each of the
 22 Sub-Classes, if applicable. Plaintiff seeks class-wide recovery based on the allegations set forth in
 23 this complaint.

24 14. There is a well-defined community of interest in the litigation and the proposed
 25 Class is easily ascertainable through the records Defendants are required to keep.

26 15. Numerosity. The members of the Class are so numerous that individual joinder
 27 of all of them as plaintiffs is impracticable. While the exact number of the Class members is
 28 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there

1 are at least 100 (one hundred) Class members.

2 16. Commonality. Common questions of law and fact exist as to all Class members
3 and predominate over any questions that affect only individual members of the Class. These
4 common questions include, but are not limited to:

5 i. Whether Defendants failed to pay minimum wage compensation to Plaintiff
6 and Class Members for all hours worked;

7 ii. Whether Defendants failed to accurately pay overtime to Plaintiff and Class
8 Members;

9 iii. Whether Defendants failed to reimburse business expenses incurred as a
10 direct consequence of the discharge of Plaintiff's and Class Members' duties pursuant to Labor
11 Code § 2802.

12 iv. Whether Defendants violated Labor Code sections 226.7, 512, and
13 applicable IWC Wage Orders, by failing to authorize and permit daily rest periods to Plaintiff and
14 Class Members for every four hours or major fraction thereof worked and failing to compensate
15 said employees one hours wages in lieu of rest periods;

16 v. Whether Defendants violated Labor Code sections 226.7, 512 and
17 applicable IWC Wage Orders, by failing to provide a meal period to Plaintiff and Class Members
18 on days they worked work periods in excess of six and 10 hours and failing to compensate said
19 employees one hour wages in lieu of meal periods;

20 vi. Whether Defendants failed to maintain accurate time record including
21 recording Plaintiff and Class Members' meal periods pursuant to Labor Code sections 1174.5 and
22 the applicable IWC Wage Orders;

23 vii. Whether Defendants failed provide accurate itemized wage statements
24 pursuant to Labor Code sections 226;

25 viii. Whether Defendants violated Business and Professions Code and Labor
26 Code sections 201-202, 510, 226.7, 226, 226.3, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1,
27 2802, and applicable IWC Wage Orders which violation constitutes a violation of fundamental
28

1 public policy; and

2 ix. Whether Plaintiff and the Members of the Plaintiff Class are entitled to
3 equitable relief pursuant to Business and Professions Code section 17200, *et. seq.*

4 x. Whether Plaintiffs and the Members of the Plaintiffs Class are entitled to
5 relief in the form of back wages, penalties and interest for failure to pay minimum wages pursuant
6 to Labor Code sections 558, 1194 and 1197.

7 17. Typicality. Plaintiff's claims herein alleged are typical of those claims which
8 could be alleged by any member of the Class and/or Subclass, and the relief sought is typical of
9 the relief which would be sought by each member of the Class and/or Subclass in separate actions.
10 Plaintiff and all members of the Class and or Subclass sustained injuries and damages arising out
11 of and caused by Defendants' common course of conduct in violation of California laws,
12 regulations, and statutes as alleged herein.

13 18. Adequacy. Plaintiff is qualified to, and will fairly and adequately protect the
14 interests of each member of the Class and/or Subclass with whom Plaintiff has a well defined
15 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges an
16 obligation to make known to the Court any relationships, conflicts, or differences with any
17 member of the Class and/or Subclass. Plaintiff's attorneys and the proposed Counsel for the Class
18 and Subclass are versed in the rules governing class action discovery, certification, litigation, and
19 settlement and experienced in handling such matters. Other former and current employees of
20 Defendants may also serve as representatives of the Class and Subclass if needed.

21 19. Superiority. A class action is superior to other available means for the fair and
22 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
23 court. Class action treatment will allow a large number of similarly situated persons to prosecute
24 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
25 duplication of effort and expense that numerous individual actions would require. The damages
26 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
27 and the expense and burden of individual litigation would make it extremely difficult or
28 impossible for the individual Class Members to seek and obtain individual relief. A class action

1 will serve an important public interest by permitting such individuals to effectively pursue
 2 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
 3 or contradictory judgments raised by individual litigation.

4 20. Public Policy Considerations: Employers in the state of California violate
 5 employment and labor laws everyday. Current employees are often afraid to assert their rights out
 6 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
 7 they believe their former employers may damage their future endeavors through negative
 8 references and/or other means. The nature of this action allows for the protection of current and
 9 former employees' rights without fear or retaliation or damage.

10 IV. FACTUAL ALLEGATIONS

11 21. At all times set forth herein, Defendants employed Plaintiff and other persons in the
 12 capacity of non-exempt positions, however titled, throughout the state of California.

13 22. Plaintiff is informed and believes Class Members have at all times pertinent hereto
 14 been Non-Exempt within the meaning of the California Labor Code and the implementing rules
 15 and regulations of the IWC California Wage Orders.

16 23. Defendants employed Plaintiff and Class Members as a Non-Exempt hourly paid
 17 employees during the liability period.

18 24. Defendants continue to employ Non-Exempt Employees, however titled, in
 19 California and implement a uniform set of policies and practices to all non-exempt employees, as
 20 they were all engaged in the generic job duties of providing customer service for Defendants
 21 electric vehicles.

22 25. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
 23 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
 24 of the requirements of California's wage and employment laws.

25 26. On information and belief, during the relevant time frame, Plaintiff and Class
 26 Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work week
 27 and worked approximately five (5)-day work weeks.

28 27. Plaintiff is informed and believes that Plaintiff and Class Members were not

1 compensated for all time worked as Plaintiff and Class Members as a result of off-the-clock work
2 performed. For instance, Plaintiff and Class Members were subjected to COVID questionnaires
3 prior to clocking in for their shifts. Plaintiff and Class Members used their personal cellphones to
4 access the COVID questionnaires which took approximately 2-4 minutes to complete. Plaintiff
5 and Class Members could only clock in after they completed the questionnaire. Plaintiff and Class
6 Members were not compensated for the off-the-clock work and which resulted in a
7 disproportionate underpayment of minimum and overtime wages.

8 28. Plaintiff and the Class Members were regularly required to work shifts in excess of
9 five hours without being provided a lawful meal period and over ten hours in a day without being
10 provided a second lawful meal period as required by law.

11 29. Indeed, during the relevant time, as a consequence of Defendants' staffing and
12 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
13 Defendants frequently failed to provide Plaintiff and the Class Members timely, legally compliant
14 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

15 30. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
16 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
17 to provide Plaintiff and the Class Members legally compliant second meal periods on shifts over
18 ten hours as required by law.

19 31. On information and belief, Plaintiff and Class Members did not waive their rights
20 to meal periods under the law.

21 32. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
22 periods.

23 33. Despite the above-mentioned meal period violations, Defendants failed to
24 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
25 additional hour of pay at their regular rate as required by California law when meal periods were
26 not timely or lawfully provided in a compliant manner.

27 34. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
28 should know, knew, and/or should have known that Plaintiff and the other Class Members were

1 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
2 were not receiving such compensation.

3 35. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
4 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
5 period for every four hours worked or major fraction thereof, which is a violation of the Labor
6 Code and IWC wage order.

7 36. Defendants maintained and enforced scheduling practices, policies, and imposed
8 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
9 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
10 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
11 provide relief for Plaintiff and Class Members to take their lawfully required breaks.

12 37. Defendants also did not permit Plaintiff and Class Members to leave the premises
13 during rest breaks as they would face reprimand if they did by Defendants' management.

14 38. Despite the above-mentioned rest period violations, Defendants did not compensate
15 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
16 their regular rate as required by California law, including Labor Code section 226.7 and the
17 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
18 permitted.

19 39. Defendants also failed to provide accurate, lawful itemized wage statements to
20 Plaintiff and the Class Members in part because of the above specified violations. In addition,
21 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
22 including premiums due and owing for meal and rest period violations, gross pay and net pay
23 figures from Plaintiff and the Class Members' wage statements.

24 40. Plaintiff are informed and believe, and thereon alleges, that at all times herein
25 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
26 thereof for resignations without prior notice as the case may be) they had a duty to accurately
27 compensate Plaintiff and Class Members for all wages owed including minimum wages, meal and
28 rest period premiums, and that Defendants had the financial ability to pay such compensation, but

1 willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-
2 specified violations.

3 41. On information and belief, during the relevant time frame, Defendants failed to
4 adequately reimburse Plaintiff and Class Members for business expenditures incurred for the use
5 of personal cellphones as Plaintiff and Class Members used their personal cellphones to complete
6 Defendants' COVID questionnaires, call customers, and respond to work emails. Such business
7 expenditures incurred were incurred in direct consequence of Plaintiff's and Class Members'
8 duties pursuant to Labor Code § 2802.

9 42. Upon information and belief, Defendants knew and or should have known that it is
10 improper to implement policies and commit unlawful acts such as:

11 (a) requiring employees to work four (4) hours or a major fraction thereof without
12 being provided a minimum ten (10) minute rest period and without compensating the employees
13 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
14 rest period was not provided;

15 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
16 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
17 and without compensating employees with one (1) hour of pay at the regular rate of compensation
18 for each workday that such a meal period was not provided;

19 (c) failing to pay Plaintiff and Class Members for all wages including overtime wages
20 owed;

21 (d) failing to timely pay Plaintiff and Class Members;

22 (e) failing to provide accurate itemized wage statements;

23 (f) failing to reimburse business expenses incurred; and

24 (g) conducting and engaging in unfair business practices.

25 43. In addition to the violations above, and on information and belief, Defendants knew
26 they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein and
27 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
28 recklessly, and/or intentionally failed to do so.

5 **FIRST CAUSE OF ACTION**
6 **FAILURE TO PAY WAGES INCLUDING OVERTIME**
7 **(Against All Defendants)**

(Against All Defendants)

10 46. At all times relevant, the IWC wage orders applicable to Plaintiff's and the Class
11 require employers to pay its employees for each hour worked at least minimum wage. "Hours
12 worked" means the time during which an employee is subject to the control of an employer, and
13 includes all the time the employee is suffered or permitted to work, whether or not required to do
14 so, and in the case of an employee who is required to reside on the employment premises, that
15 time spent carrying out assigned duties shall be counted as hours worked.

16 47. At all relevant times, Labor Code §1197 provides that the minimum wage for
17 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
18 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
19 and Labor Code, Plaintiff and Class Members are to be paid minimum wage for each hour
20 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
21 and Class Members' employment by Defendants provided that employees working for more than
22 eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation
23 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
24 (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve
25 (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

26 48. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
27 acting individually as an officer, agent, or employee of another person, who pays or causes to be
28 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or

1 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
2 damages payable to the employee, and any applicable penalties pursuant to Section 203.

3 49. Labor Code §510 codifies the right to overtime compensation at the rate of one and
4 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
5 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
6 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
7 seventh day of work in a particular work week.

8 50. At all times relevant, Plaintiff and Class Members regularly performed non-exempt
9 work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000,
10 et. seq. and the Labor Code.

11 51. At all times relevant, Plaintiff and Class Members consistently worked in excess of
12 eight (8) hours in a day and/or forty (40) hours in a week as a result of the off-the-clock work
13 performed as discussed above. Defendants did not compensate Plaintiff and Class Members for
14 time spent answering COVID questionnaires prior to the start of their shifts, which results in a
15 disproportionate underpayment of minimum and overtime wages.

16 52. Accordingly, Defendants owe Plaintiff and Class Members overtime wages, and
17 have failed to pay Plaintiff and Class Members the overtime wages owed.

18 53. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiff and Class Members are
19 entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and
20 attorneys' fees.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

23 **(Against All Defendants)**

24 54. Plaintiff incorporates and re-alleges each and every allegation contained above as
25 though fully set forth herein.

26 55. Pursuant to Labor Code §512, no employer shall employ an employee for a work
27 period of more than five (5) hours without providing a meal break of not less than thirty (30)
28 minutes in which the employee is relieved of all of his or her duties. An employer may not

1 employ an employee for a work period of more than ten (10) hours per day without providing the
2 employee with a second meal period of not less than thirty (30) minutes, except that if the total
3 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
4 consent of the employer and the employee only if the first meal period was not waived.

5 56. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
6 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
7 the work of the employee must prevent an employee from being relieved of all duties relating to
8 his or her work for the employer and the employees must consent in writing to the "on duty" meal
9 period. On information and belief, Plaintiff and Class Members did not consent in writing to an
10 "on duty" meal period. Further, the nature of the work of Plaintiff and Class Members was not
11 such that they were prevented from being relieved of all duties. Despite the requirements of the
12 IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants and
13 Labor Code §512 and §226.7, Defendants did not provide Plaintiff and Class Members with all
14 their statutorily authorized meal periods.

15 57. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
16 provide Plaintiff and Class Members, timely and uninterrupted meal periods of not less than thirty
17 (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
18 employment by Defendants. As a proximate result of the aforementioned violations, Plaintiff and
19 the other Class Members have been damaged in an amount according to proof at time of trial.

20 58. By their failure to provide a compliant meal period for each shift worked over five
21 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
22 (10) hours per day by Plaintiff and the Class Members, and by failing to provide compensation in
23 lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of
24 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

25 59. Plaintiff and the Class Members Plaintiff seeks to represent did not voluntarily or
26 willfully waive meal periods and were regularly required to work shifts without being provided all
27 of their legally required meal periods. Defendants created a working environment in which
28 Plaintiff and Class Members were not provided all of their meal periods due to shift scheduling

1 and/or work related demands placed upon them by Defendants as well as a lack of sufficient
 2 staffing to meet the needs of Defendants' business as discussed above. On information and belief,
 3 Defendants' implemented a policy and practice which resulted in systematic and class-wide
 4 violations of the Labor Code. On information and belief, Defendants' violations have been
 5 widespread throughout the liability period and will be evidenced by Defendants' time records for
 6 the Class Members.

7 60. As a result of the unlawful acts of Defendants described herein, Plaintiff and the
 8 Class Members they seek to represent have been deprived of premium wages in amounts to be
 9 determined at trial. Pursuant to Labor Code §226.7, Plaintiff and Class Members are entitled to
 10 recover one (1) hour of premium pay for each day in which a meal period was not provided, along
 11 with interest and penalties thereon, attorneys' fees, and costs.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

14 **(Against All Defendants)**

15 61. Plaintiff incorporates and re-alleges each and every allegation contained above as
 16 though fully set forth herein.

17 62. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
 18 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
 19 periods, which insofar as practicable shall be in the middle of each work period.... [The]
 20 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
 21 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period
 22 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
 23 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
 24 mandated by an applicable order of the IWC.

25 63. Defendants were required to authorize and permit employees such as Plaintiff and
 26 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
 27 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
 28 Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class Members'

1 employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and
 2 Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major
 3 fraction thereof.

4 64. On information and belief Defendants created a working environment in which
 5 Plaintiff and Class Members were not provided all of their rest periods due to shift scheduling
 6 and/or work related demands placed upon them by Defendants as well as a lack of sufficient
 7 staffing to meet the needs of Defendants' business as discussed above. On information and belief,
 8 Defendants implemented a policy and practice which resulted in systematic and class-wide
 9 violations of the Labor Code. On information and belief, Defendants' violations have been
 10 widespread throughout the liability period.

11 65. As a proximate result of the aforementioned violations, Plaintiff and Class
 12 Members have been damaged in an amount according to proof at time of trial. Pursuant to Labor
 13 Code §226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for
 14 each day in which Defendants failed to provide a rest period to Plaintiff and the Class, plus
 15 interest and penalties thereon, attorneys' fees, and costs.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PAY TIMELY PAY WAGES**

18 **(Against All Defendants)**

19 66. Plaintiff incorporates and re-alleges each and every allegation contained above as
 20 though fully set forth herein.

21 67. Plaintiff incorporates and re-alleges each and every allegation contained above as
 22 though fully set forth herein. Labor Code §§201-202 requires an employer who discharges an
 23 employee to pay compensation due and owing to said employee immediately upon discharge and
 24 that if an employee voluntarily leaves his or her employment, his or her wages shall become due
 25 and payable not later than seventy-two (72) hours thereafter, unless the employee has given
 26 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
 27 is entitled to his or her wages on their last day of work.

28 68. Labor Code §203 provides that if an employer willfully fails to pay compensation

1 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for
2 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

3 69. During the relevant time period, Defendants willfully failed and refused, and
4 continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and
5 unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily
6 leaving Defendants' employ. These wages include regular and overtime.

7 70. As a result, Defendants are liable to Plaintiff and members of the Non-Exempt
8 Production Employee class for waiting time penalties pursuant to Labor Code §203, in an amount
9 according to proof at the time of trial.

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(Against All Defendants)**

13 71. Plaintiff incorporates and re-alleges each and every allegation contained above as
14 though fully set forth herein.

15 72. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
16 statements all deductions from payment of wages and to accurately report total hours worked by
17 Plaintiff and the Class including applicable hourly rates and reimbursement expenses among other
18 things. Defendants have knowingly and intentionally failed to comply with Labor Code section
19 226 and 204 on wage statements that have been provided to Plaintiff and the Class.

20 73. IWC Wage Orders require Defendants to maintain time records showing, among
21 others, when the employee begins and ends each work period, meal periods, split shift intervals
22 and total daily hours worked in an itemized wage statement, and must show all deductions and
23 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
24 the Class. On information and belief, Defendants have failed to record all or some of the items
25 delineated in Industrial Wage Orders and Labor Code §226.

26 74. Defendants have failed to accurately record all time worked.

27 75. Defendants have also failed to accurately record the meal and rest period premiums
28 owed and all wages owed per pay period.

76. Plaintiff and the Class have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

77. Pursuant to Labor Code section 226, Plaintiff and the Class are entitled up to a maximum of \$4,000 each for record keeping violations.

78. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226

79. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code §§ 226.

SEVENTH CAUSE OF ACTION

FOR FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES

(Against All Defendants)

80. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

81. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As a necessary part of employment, Plaintiff and on information and belief Class Members, were not adequately reimbursed by Defendants for expenses related to all expenses incurred as results of personal cell phone usage, which was incurred as a direct consequence of the discharge of duties by Plaintiff and Class Members. Despite these realities of the job, Defendants failed to provide reimbursements for the use of personal cell phones necessary to carry out their job duties.

82. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any

1 right or remedy to which he is entitled under the laws of this State.

2 83. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
3 have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to
4 the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
5 pursuant to Labor Code § 2802.

6 **SEVENTH CAUSE OF ACTION**

7 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et.seq.**

8 **(Against All Defendants)**

9 84. Plaintiff incorporates and re-alleges each and every allegation contained above as
10 though fully set forth herein.

11 85. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
12 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
13 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of the California Code of Civil Procedure §1021.5.

15 86. Defendants' policies, activities, and actions as alleged herein, are violations of
16 California law and constitute unlawful business acts and practices in violation of California
17 Business and Professions Code §§17200, et seq.

18 87. A violation of California Business and Professions Code §§17200, et seq., may be
19 predicated on the violation of any state or federal law. Defendants' policy of failing to pay
20 Plaintiff and Class members all wages due and owing including overtime wages, and to provide
21 Plaintiff and the Class with meal periods and rest breaks or the one (1) hour of premium pay when
22 a meal or rest break period was not provided or provided outside of the required time frames,
23 violates Labor Code § 226, §512, §1194, §510, and §226.7 and applicable IWC Wage Orders and
24 California Code of Regulations.

25 88. Plaintiff and Class Members have been personally aggrieved by Defendants'
26 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
27 property.

28 89. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiff

1 and Class Members are entitled to restitution of the wages withheld and retained by Defendants
2 during a period that commences four (4) years prior to the filing of this complaint; an award of
3 attorneys' fees, interest; and an award of costs.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

6 **Class Certification**

- 7 1. That this action be certified as a class action;
8 2. That Plaintiff be appointed as the representative of the Class;
9 3. That Plaintiff be appointed as the representative of the Subclass; and
10 4. That counsel for Plaintiff is appointed as counsel for the Class and Subclass.

11 **On the First Cause of Action**

- 12 1. For compensatory damages equal to the unpaid balance of minimum wage
13 compensation and overtime owed to Plaintiff and Class members as well as interest and costs;
14 2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;
15 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and
16 interest thereon pursuant to Labor Code §§ 1194.2, 558;
17 4. For such other and further relief as the Court deems proper.

18 **On the Second Cause of Action**

- 19 1. For one (1) hour of premium pay for each day in which a required meal period was
20 not provided or not provided in a timely manner; and
21 2. For such other and further relief as the Court deems proper.

22 **On the Third Cause of Action**

- 23 1. For one (1) hour of premium pay for each day in which a required rest period was
24 not authorized or permitted; and
25 2. For such other and further relief as the Court deems proper.

26 **On the Fourth Cause of Action**

- 27 1. For statutory penalties pursuant to Labor Code §203;
28 2. For interest for wages untimely paid; and

1 3. For such other and further relief as the Court deems proper.

2 On the Fifth Cause of Action

3 1. For statutory penalties pursuant to Labor Code §226;

4 2. For interest for wages untimely paid;

5 3. For penalties pursuant to Labor Code §226.3; and

6 4. For such other and further relief as the Court deems proper.

7 On the Sixth Cause of Action

8 1. For statutory penalties pursuant to Labor Code §2802;

9 2. For interest for wages untimely paid; and

10 3. For such other and further relief as the Court deems proper.

11 On the Seventh Cause of Action

12 1. That Defendants, jointly and/or severally, pay restitution of sums to Plaintiff and
13 Class Members for their past failure to, pay wages, premium wages for meal and/or rest periods,
14 that were not provided as described herein to Plaintiff and Class Members, and to reimburse
15 expenses, over the last four (4) years in an amount according to proof;

16 2. For pre-judgment interest on any unpaid wages due from the day that such amounts
17 were due;

18 3. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
19 recover;

20 4. For costs of suit incurred herein; and

21 5. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff and members of the Class and Subclass request a jury trial in this matter.

Dated: February 23, 2022

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.

GREGORY MAURO, ESQ.

MICHAEL CALVO, ESQ.

AVA ISSARY, ESQ.

Attorneys for Plaintiff DEMETRICE

TALLEY individually and on behalf of all
others similarly situated.

SHORT TITLE: Talley v. Tesla, Inc.

CASE NUMBER

22STCV06572

**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 Court Filing 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. Mandatory personal injury filing in North District. | 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, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

Auto
TortOther Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Talley v. Tesla, Inc.		CASE NUMBER
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	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	0, 0, 0 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Talley v. Tesla, Inc.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment With Damages <input type="checkbox"/> A6123 Workplace Harassment With Damages <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

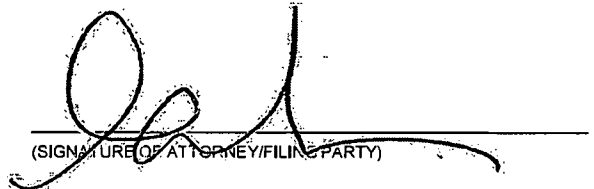
SHORT TITLE: Talley v. Tesla, Inc.

CASE NUMBER

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: 11163 Santa Monica Blvd
CITY: Los Angeles	STATE: CA	ZIP CODE: 90025	

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 Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: February 17, 2022


(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, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the 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 in order 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.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 14

22STCV06572

DEMETRICE TALLEY vs TESLA, INC.

February 24, 2022

2:00 PM

Judge: Honorable Kenneth R. Freeman
Judicial Assistant: B. Guerrero
Courtroom Assistant: C. Gomez

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Re: Recusal Pursuant to Code of Civil Procedure Section 170.1(a)(3)(A);

The Court recuses itself on this case. The Court has determined that it has a financial interest in 22STCV06572, based upon its ownership of Tesla common stock, and must disqualify itself from handling this matter..

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

Judicial Assistant gives notice to Plaintiff, who is to give notice.

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 02/24/2022
PLAINTIFF/PETITIONER: Demetrice Talley		Sherri R. Carter, Executive Officer / Clerk of Court By: <u>B. Guerrero</u> Deputy
DEFENDANT/RESPONDENT: Tesla, Inc.		
CERTIFICATE OF MAILING		CASE NUMBER: 22STCV06572

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Re: Recusal Pursuant to Code of Civil Procedure S...) of 02/24/2022 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

James Ross Hawkins
JAMES HAWKINS APLC
9880 Research Dr. Suite 200
Irvine, CA 92618

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 02/25/2022

By: B. Guerrero
Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 11

22STCV06572

DEMETRICE TALLEY vs TESLA, INC.

March 15, 2022

4:00 PM

Judge: Honorable David S. Cunningham
Judicial Assistant: P. Martinez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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 in Department 11, for reassignment purposes only.

The case is reassigned for the following reason: Recusal of Judge 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 Yvette M. Palazuelos in Department 9 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.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 03/15/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>P. Martinez</u> Deputy
PLAINTIFF/PETITIONER: Demetrice Talley		
DEFENDANT/RESPONDENT: Tesla, Inc.		
CERTIFICATE OF MAILING		CASE NUMBER: 22STCV06572

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Re: Case Reassignment) of 03/15/2022 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

James Ross Hawkins
 JAMES HAWKINS APLC
 9880 Research Dr. Suite 200
 Irvine, CA 92618

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 03/16/2022

By: P. Martinez
 Deputy Clerk

CERTIFICATE OF MAILING



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 (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager 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

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>

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

22STCV06572

DEMETRICE TALLEY vs TESLA, INC.

April 4, 2022

11:00 AM

Judge: Honorable Yvette M. Palazuelos

Judicial Assistant: R. Arraiga

Courtroom Assistant: M. Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Regarding Newly Filed Class Action;

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has assigned this case to this department for all purposes.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party. not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within ten (10) days of service of this order.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 06/10/2022 at 10:00 AM in this department. At least ten (10) days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. Counsel must file a Joint Initial Status Conference Response Statement five (5) court days before the Initial Status Conference.

The Initial Status Conference Order, served concurrently with this Minute Order, is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the

Minute Order

Page 1 of 3

EXHIBIT A

Page 47

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

22STCV06572

DEMETRICE TALLEY vs TESLA, INC.

April 4, 2022

11:00 AM

Judge: Honorable Yvette M. Palazuelos
Judicial Assistant: R. Arraiga
Courtroom Assistant: M. Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6. Nothing in this order stays the filing of an Amended Complaint pursuant to Labor Code Section 2699.3(a)(2)(C) by a plaintiff wishing to add a Private Attorney General Act ("PAGA") claim.

For information on electronic filing in the Complex Courts, please refer to <https://www.lacourt.org/division/efiling/efiling2.aspx#civil>. See, in particular, the link therein for "Complex Civil eFiling." Parties shall file all documents in conformity with the Presiding Judge's First Amended General Order of May 3, 2019, particularly including the provisions therein requiring Bookmarking with links to primary documents and citations; that Order is available on the Court's website at the link shown above.

For efficiency in communication with counsel, the complex program requires the parties in every new case to use an approved third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court which provider was selected.

The court has implemented LACourtConnect to allow attorneys, self-represented litigants and parties to make audio or video appearances in Los Angeles County courtrooms. LACourtConnect technology provides a secure, safe and convenient way to attend hearings remotely. A key element of the Court's Access LACourt YOUR WAY program to provide services and access to justice, LACourtConnect is intended to enhance social distancing and change the traditional in-person courtroom appearance model. See <https://my.lacourt.org/laccwelcome> for more information.

This Complex Courtroom does not use Los Angeles Superior Court's Court Reservation ("CRS") portal to reserve motion hearing dates. Rather, counsel may secure dates by calling the Courtroom Assistant at 213-310-70xx with the "xx" being the Department number, e.g. Dept. 1 is 01 and Dept. 10 is 10.

Court reporters are not provided for hearings or trials. The parties should make their own arrangements for any hearing where a transcript is desired.

If you believe a party or witness will need an interpreter, see the court's website for information on how to make such a request in a timely manner, <https://www.lacourt.org/irud/UI/index.aspx>

Counsel are directed to access the following link for further information on procedures in the

Minute Order

Page 2 of 3

EXHIBIT A

Page 48

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

22STCV06572

DEMETRICE TALLEY vs TESLA, INC.

April 4, 2022

11:00 AM

Judge: Honorable Yvette M. Palazuelos

Judicial Assistant: R. Arraiga

Courtroom Assistant: M. Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

Complex litigation Program courtrooms: <https://www.lacourt.org/division/civil/CI0042.aspx>.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven (7) days of service.

Clerk's Certificate of Service By Electronic Service is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		<small>Reserved for Clerk's File Stamp</small>
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 04/04/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>R. Arraiga</u> Deputy
PLAINTIFF: Demetrice Talley		
DEFENDANT: Tesla, Inc.		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22STCV06572

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Minute Order and Initial Status Conference Order entered herein, on 04/04/2022, upon each party or counsel of record in the above entitled action, by electronically serving the document(s) on Counsel for Plaintiff, James Hawkins at James@jameshawkinsapl.com on 04/04/2022 from my place of business, Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012 in accordance with standard court practices.

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 04/04/2022

By: R. Arraiga

Deputy Clerk

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

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

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).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

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

b) Represented Litigants

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

c) Public Notice

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

1 d) Documents in Related Cases

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

5 3) EXEMPT LITIGANTS

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

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

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

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

24 b) Lodgments

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

27 //

28 //

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 bookmarked 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.

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

9) PRINTED COURTESY COPIES

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

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

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

- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

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

1) SIGNATURES ON ELECTRONIC FILING

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

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

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

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

DEMETRICE TALLEY vs. TESLA, INC., dba TESLA MOTORS, INC.
22STCV06572

INITIAL STATUS CONFERENCE ORDER

APR 04 2022

Sherril H. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

The Court issues the following Initial Status Conference Order:

Due to the pandemic and the urgent need to avoid court appearances, the parties MUST sign up with an e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court, via email to sscdept9@lacourt.org which provider was selected.

This case has been assigned for all purposes to Judge Yvette M. Palazuelos in the Complex Litigation Program. An Initial Status Conference is set for June 10, 2022, at 10:00 a.m., in Department 09 located in the Spring Street Courthouse, at United States District Court, 312 N. Spring Street, Los Angeles, California 90012. Counsel for all the parties are ordered to attend.

Counsel for all parties are ordered to meet and confer regarding the following areas and be prepared to discuss them with the Court at the Initial Status Conference. Counsel for Plaintiff is to take the lead in preparing a Joint Initial Status Conference Report to be filed and served five (5) court days (June 3, 2022) prior to the hearing date. Do not the use the Judicial Council Form CM-110 (Case Management Statement) for this purpose.

The Joint Initial Status Conference Report must address the following:

1. Parties and Counsel: Please list all presently named class representatives and presently-named defendants, together with all counsel of record, including counsel's contact and email information.
2. Potential Additional Parties: Does any plaintiff presently intend to add more class representatives? If so, and if known, by what date and by what name? Does any plaintiff presently intend to name more defendants? If so, and if known, by what date and by what name? Does any appearing defendant presently intend to file a cross-complaint? If so, who will be named.
3. Adequacy of Proposed Class Representative(s): If any party believes one or more named plaintiffs might not be an adequate class representative, please explain. No prejudice will attach to these responses.
4. Estimated Class Size: Please discuss and indicate the estimated class size.
5. Other Actions with Overlapping Class Definitions: Please list other cases with overlapping class definitions. Please identify the court, the short caption title, the docket number, and the case status.
6. Potentially Relevant Arbitration and/or Class Action Waiver Clauses: Please include a sample of any clause of this sort. Opposing parties must summarize their views on this issue.

7. Potential Early Crucial Motions: Opposing counsel are to identify and describe the significant core issues in the case. Counsel then are to identify efficient ways to resolve those issues. The vehicles include:

- Early motions in limine
- Early motions about particular jury instructions
- Demurrers
- Motions to strike
- Motions for judgment on the pleadings, and
- Motions for summary judgment and summary adjudication.

8. Class Contact Information: Does plaintiff need class contact information from the defendant's records? If so, do the parties consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. V. Superior Court* (2007) 149 Cal.App.4th 554, 561) to precede defense delivery of this information to plaintiff's counsel? If the parties agree on the notice process, who should pay for it? Should there be a third-party administrator?

9. Protective Orders: Parties considering an order to protect confidential information from general disclosure should begin with the model protective orders found on the Los Angeles Superior Court Website under "Civil Tools for Litigators."

10. Discovery: Please discuss discovery. Do the parties agree on a plan? If not, can the parties negotiate a compromise? At minimum, please summarize each side's views on discovery. The Court generally allows discovery on matters relevant to class certification, which (depending on circumstances) may include factual issues also touching the merits. The Court generally does not permit extensive or expensive discovery relevant only to the merits (for example, detailed damages discovery) unless a persuasive showing establishes early need. If any party seeks discovery from absent class members, please estimate how many, and also state the kind of discovery you propose¹.

11. Insurance Coverage: Please state if there is insurance for indemnity or reimbursement.

12. Alternative Dispute Resolution: Please discuss ADR and state each party's position about it. If pertinent, how can the Court help identify the correct neutral and prepare the case for a successful settlement negotiation?

13. Timeline for Case Management: Please recommend dates and times for the following:

- The next status conference, if needed. The court does not schedule status conferences for most cases. Rather, the court gives deadlines for the filing of motions for class certification with non-appearance case management reviews set a few days after the filing deadlines
- A schedule for alternative dispute resolution, if it is relevant,
- A filing deadline for the motion for class certification, and
- Filing deadlines and descriptions for other anticipated non-discovery motions.

¹ California Rule of Court, Rule 3.768.

14. **Electronic Service of Papers:** The Court will issue an Order requiring electronic service. The parties must select one of the following services:

Case Anywhere (<http://www.caseanywhere.com>).

File & Serve Xpress (<https://secure.fileandservexpress.com>)

CaseHomePage (<http://www.casehomepage.com>)

Electronic service is not the same as electronic filing.

15. For information on electronic filing in the Complex Courts, please refer to <http://www.lacourt.org/division/efiling/pdf/ComplexefilingFAQs.pdf>.

To the extent the parties are unable to agree on the matters to be addressed in the Joint Initial Status Conference Report, the positions of each party or of various parties shall be set forth separately in the Joint Statement. The parties are encouraged to propose, either jointly or separately, any approaches to case management that they believe will promote the fair and efficient handling of this case. The Court is particularly interested in identifying potentially dispositive or significant threshold issues the early resolution of which may assist in moving the case toward effective ADR and/or a final disposition.

Pending further order of this Court, and except as otherwise provided in the Initial Status Conference Order, these proceedings are stayed in their entirety. This stay shall preclude the filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court. However, each defendant is directed to file a Notice of Appearance for purposes of identification of counsel and preparation of a service list. The filing of such a Notice of Appearances shall be without prejudice to any challenge to the jurisdiction of the Court, substantive or procedural challenges to the Complaint, without prejudice to any affirmative defense, and without prejudice to the filing of any cross-complaint in this action. This stay is issued to assist the Court and the parties in managing this complex case through the development of an orderly schedule for briefing and hearings on procedural and substantive challenges to the complaint and other issues that may assist in orderly management. This stay shall not preclude the parties from continuing informally exchange documents that may assist in their initial evaluation of the issues presented in this case. However, all outstanding discovery requests are stayed.

All management stays, including stays of discovery issued by the Court, shall not be considered as a stay per Code of Civil Procedure section 583.310 unless specifically ordered by the Court.

Remember that when seeking to dismiss or to obtain settlement approval, “[a] dismissal of an entire class action, or of any party or cause of action in a class action, requires Court approval . . . Requests for dismissal must be accompanied by a declaration setting forth the facts on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is being given for the dismissal and must describe the consideration in detail.” If the parties have settled the class action, that too will require judicial approval based on a noticed motion (although it may be possible to shorten time by consent for good cause shown).

Plaintiffs’ counsel is to serve this Initial Status Conference Order on counsel for Defendant, or if counsel is not known, on Defendant within five (5) days of service of this Order.

If the Complaint has not been served as of the date of this Order, Counsel for Plaintiff is to serve the Complaint within five (5) days of service of this Order.

IT IS SO ORDERED.

DATED: April 4, 2022

YVETTE M. PALAZUELOS

YVETTE M. PALAZUELOS
Judge of the Superior Court

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

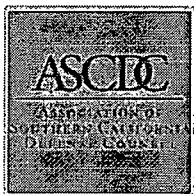


Los Angeles County
Bar Association
Litigation Section

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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			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: _____
--------------------	--------------------

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 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 _____ for the complaint, and _____ 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 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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

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: - - - - -
------------------------	------------------------

- 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:
--------------	--------------

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 _____)

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

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

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: _____ _____ (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 _____)

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)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation)	EXTENDING TIME TO RESPOND BY
Stipulations)	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
23

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 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		Reserved for Clerk's File Stamp <div style="text-align: center;"> FILED Superior Court of California County of Los Angeles 02/23/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>R. Lozano</u> Deputy </div>
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 22STCV06572

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
✓ Kenneth R. Freeman	14				

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
 on 02/23/2022 (Date) By R. Lozano, Deputy Clerk

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.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JAMES HAWKINS APLC James Hawkins, SBN 192925; Gregory Mauro, SBN 222239; Michael Calvo, SBN 314986; Ava Issary, Esq. (#342252) 9880 Research Dr., Suite 200 Irvine, CA 92618 TELEPHONE NO.: (949)387-7200 FAX NO.: (949) 387-6676 ATTORNEY FOR (Name): Demetrice Talley		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk		CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">22STCV06572</div> JUDGE: DEPT:	
CASE NAME: Demetrice Talley v. Tesla, Inc. dba Tesla Motors, Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **7**
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: February 23, 2022

Gregory Mauro, Esq.

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

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

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6 kassia.stephenson@morganlewis.com

7 Attorneys for Defendant
TESLA, INC.

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 DEMETRICE TALLEY, individually
and on behalf of all others similarly
13 situated,

14 Plaintiffs,

15 vs.

16 TESLA INC., dba TESLA MOTORS,
INC., a Delaware Corporation; and
17 DOES 1-50, inclusive,

18 Defendants.

Case No. 2:22-cv-03125

**DECLARATION OF NICOLE
WHITE IN SUPPORT OF TESLA,
INC.'S NOTICE OF REMOVAL**

Action Filed: February 23, 2022

DECLARATION OF NICOLE WHITE

I, Nicole White, declare:

1. I make this Declaration in support of Defendant Tesla, Inc.'s ("Tesla") Notice of Removal. The facts stated in this Declaration are based on my personal knowledge or Tesla's business records. If called as a witness, I could and would competent to testify to the following facts.

2. I am employed by Defendant Tesla as the Director, People Analytics & Systems in the Human Resources department. I have been employed by Tesla in the HR department since August 2015. I work out of Tesla's corporate headquarters, which is located in Austin, Texas. In the course and scope of my job duties, I have access to and regularly use and rely on Tesla's employee information systems. These systems include Tesla's payroll records, which reflect how many employees received wage statements each pay period. These systems also include Tesla's job history records, which reflect information such as employee's hire and termination dates, as well as whether Tesla classified an employee as exempt or non-exempt. Regarding these payroll and job history systems, in my capacity as a Director of People Analytics & Systems, I or my team provide training to other Human Resources subordinates on these systems, review the reports of subordinates which utilize these systems, and prepare reports to senior executives using data held in these systems.

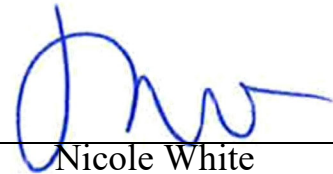
3. Based on my familiarity with Tesla's California employment records and knowledge of the size of Tesla's California workforce generally, I know Tesla has maintained a constant headcount of far more than 10,000 full-time, non-exempt employees in California from February 23, 2021 to the present whose regular work schedules include at least five shifts per week in excess of 6 hours per day.

4. In addition, Tesla's employment records reflect that at least 1,700 full time, non-exempt, employees ended their employment with Tesla from June 1, 2020 through April 9, 2022.

1 5. Tesla has always paid its non-exempt California employees at least the
2 California minimum wage.

3 6. Tesla is organized under the laws of Delaware and has its principal place
4 of business in Austin, Texas. Since December 1, 2021 Tesla's corporate headquarters
5 has been in the State of Texas, and its executive and administrative functions
6 (including but not limited to human resources, operations, corporate finance,
7 accounting, payroll, legal, and information systems) have been located in Texas. In
8 addition, Tesla's Chief Executive Officer, Chief Financial Officer, as well as other
9 corporate executives work from the Texas headquarters, and direct, control, and
10 coordinate Tesla's corporate activities from its Texas headquarters.

11 Executed this 9th day of May, 2022 at Austin, Texas. I declare under the
12 penalty of perjury pursuant to the laws of the State of California that the foregoing
13 is true and correct.

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Nicole White

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ex-Tesla Employee Files Class Action Seeking Allegedly Unpaid Wages](#)
