

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

### **I. RECITALS**

A. This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into by and among Plaintiff Kevin Shenkman (“Plaintiff”), individually and on behalf of Class Members, and Defendant Tesla, Inc. (“Tesla”) (together with Plaintiff, the “Parties”), and resolves in full the Action, subject to Court approval of this Agreement. Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to Court approval as required by the applicable sections of the California Code of Civil Procedure and Rules of Court, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Agreement and upon the entry by the Court of a Final Order Approving Settlement and Judgment and the occurrence of the Effective Date, the Action shall be resolved and compromised upon the terms and conditions contained herein.

B. WHEREAS, Plaintiff filed the operative complaint against Tesla in the Superior Court of California, County of Alameda, Case No. RG21102833.

C. WHEREAS, in the operative complaint, Plaintiff brought claims for breach of contract, violation of the Consumer Legal Remedies Act, violation of the Unfair Competition Law, and declaratory judgment. The Complaint seeks injunctive and monetary relief.

D. WHEREAS, if Plaintiff were the prevailing party, Class Counsel could recover their reasonable attorneys’ fees under the Consumer Legal Remedies Act, pursuant to Civ. Code § 1780(e).

E. WHEREAS, Class Counsel conducted examinations and evaluations of the relevant law and facts to assess the merits of Plaintiff’s claims and to determine how to best serve the interests of the Class Members.

F. WHEREAS, Plaintiff and Class Counsel have received and reviewed comprehensive written and oral discovery from Tesla, including written discovery responses to six sets of Special Interrogatories, Form Interrogatories, Requests for Admission, and three sets of Requests for Production, reviewed thousands of documents, took the depositions of two experts hired by Tesla, a person-most-knowlegeable deposition, and nine other fact witness depositions, and defended Plaintiff’s deposition and the depositions of three additional fact witnesses and an expert witness.

G. WHEREAS, Class Counsel filed a Motion for Class Certification on November 18, 2022, seeking the Court’s certification of all of Plaintiff’s claims for class treatment, which Tesla opposed.

H. WHEREAS, on March 23, 2023, after all briefing was completed and oral argument was had, the Court issued an Order Granting in Part and Denying in Part Plaintiff’s Motion for Class Certification. The Court certified a Class to pursue claims for: (1) breach of contract; (2) violation of the CLRA based on the language of the contract; (3) violation of the UCL based

on language of the contract; and (4) declaratory judgment. The Court denied class certification of Plaintiff's claims based on advertising and representations outside of the contract.

I. WHEREAS, on November 30, 2023, pursuant to the Parties' stipulation, the Court amended the Class definition.

J. WHEREAS, pursuant to the Court approved notice plan, on December 29, 2023, the Parties provided notice to potential Class Members and 39 of them opted out from participation in the class action.

K. WHEREAS, the amended class definition includes only persons who were citizens of California as of June 21, 2021, but Tesla has no records showing which potential Class Members were citizens of California as of June 21, 2021.

L. WHEREAS, Tesla's disable flag records relevant to whether a vehicle was disabled do not cover the entire time period at issue and only show whether a disable flag was sent to a vehicle, not whether the vehicle was actually disabled from Supercharging.

M. WHEREAS, on August 1, 2024, the Court ruled on issues of contract interpretation in connection with cross-motions for summary adjudication, partially granting and partially denying parts of each Party's respective motion. On August 24, 2024, pursuant to Plaintiff's ex parte application, the Court provided further clarification of its order.

N. WHEREAS, the Court set a trial date of April 6, 2026.

O. WHEREAS, Tesla filed a motion to decertify the Class on January 16, 2026, that was fully briefed, argued and submitted, but remains pending for the Court's decision.

P. WHEREAS, on February 27, 2026, Class Counsel, Plaintiff Kevin Shenkman, Tesla, and Tesla's Counsel participated in a mediation conducted by the Honorable David A. Thompson (Ret.) of JAMS. Before, during, and since the mediation session, the Parties have engaged in protracted, extensive, and hard-fought settlement negotiations, including numerous telephonic settlement negotiations.

Q. WHEREAS, through the mediation process described in the paragraph above, counsel for the Parties have reached the proposed resolution set forth in this Agreement, providing for, among other things, the resolution of the Action between and among Plaintiff, on behalf of himself and the Class Members, and Tesla on the terms and subject to the conditions set forth below, subject to Court approval.

R. WHEREAS, Class Counsel have determined that resolution of the Action on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Class Members.

S. WHEREAS, in order to agree to the Class relief, Tesla required that Class Counsel agree to take a reduction on their lodestar and limit their fee request to no more than \$1 million.

T. WHEREAS, based upon Class Counsel's investigation and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiff and Class Counsel agreed to resolve the Action pursuant to the provisions of this Agreement after considering, among other things: (1) the substantial benefits available to Class Members under the terms of this Agreement, including the relief provided to all Class Members addressing Plaintiff's injunctive relief claims, the opportunity for all Class Members to receive the full amount of the Idle Fees they have paid, and the opportunity for all Class Members whose vehicle's access to Tesla Superchargers was disabled to receive substantial payments; and (2) the attendant risks and uncertainty of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation, including the potential for decertification based on Tesla's pending Motion to Decertify the Class, and the potential for loss at trial (*i.e.*, at a class trial or at any individual proceedings following a class trial) or appeal; and (3) the desirability of consummating this Agreement promptly to provide effective relief to Plaintiff and the Class Members.

U. WHEREAS, Tesla has denied and continues to deny each and all of the claims and contentions alleged by Plaintiff in the Action. Tesla has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of or relating to any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Tesla believes it has meritorious defenses to all of Plaintiff's claims, that had Plaintiff proceeded to trial, the jury and/or the Court would have rendered a verdict and/or judgment against him and all Class Members regarding all the claims in the operative complaint.

V. WHEREAS, Tesla, without admitting the truth of any allegations made in the Action, or any liability with respect thereto, has concluded that it is acceptable that the claims against it be resolved on the terms reflected in this Agreement.

W. NOW, THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants, and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and compromised as between Plaintiff and the Class Members on the one hand, and Tesla on the other hand and all Released Claims shall be released as set forth in the Final Order Approving Settlement and Judgment.

## II. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meaning:

A. "**Action**" means the lawsuit captioned *Shenkman v. Tesla, Inc.*, Case No. RG21102833, pending in the Superior Court of the State of California, County of Alameda.

B. "**Agreement**" or "**Settlement Agreement**" means this settlement agreement and the exhibits attached hereto or incorporated herein, as well as any and all subsequent amendments and any exhibits to such amendments.

C. "**Attorneys' Fees and Expenses Award**" means the amount the Court awards Class Counsel for attorneys' fees and costs in the Action.

D. “**Claim Form**” means the claim form substantially in the form attached as Exhibit A.

E. “**Claims Deadline**” means the date by which to provide a valid Claim Form, which shall be within 60 days following the Class Notice Date.

F. “**Claim-Submission Class Member**” means a Class Member who submits a valid Claim Form by the Claims Deadline.

G. “**Class**” means the class certified by the Court on March 23, 2023 and amended as of November 30, 2023, excluding the 39 persons who filed opt out notices following class certification.

H. “**Class Counsel**” means Seth Yohalem and Daniel Johnson of Waskowski Johnson Yohalem LLP and Dimitrios Korovilas and Jason Wucetich of Wucetich & Korovilas LLP, as well as other attorneys at their firms who may also work or have performed work on the Action.

I. “**Class Member**” means anyone who is a member of the Class.

J. “**Class Notice Date**” means the date that the Settlement Administrator sends emails to Class Members providing notice, within 30 days following entry of the Preliminary Approval Order.

K. “**Effective Date**” means the first business day after the Court approves this Agreement and the Court’s Final Order Approving Settlement and Judgment becomes a final, non-appealable order as follows: (a) the expiration of the time period within which to seek review or take appeal of the Court’s Final Order Approving Settlement and Judgment without any review or appeal having been sought or taken, such that the Final Order Approving Settlement and Judgment becomes a final, non-appealable judgment; or (b) if there is an appeal, when all appeals have been exhausted, waived, or withdrawn.

L. “**Final Approval Hearing**” means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the resolution set forth herein as fair, reasonable, and adequate and entry by the Court of a Final Order Approving Settlement and Judgment thereon. The parties will request that the Final Approval Hearing shall take place no fewer than 150 days after Preliminary Approval to facilitate the other timelines set forth herein regarding notice to the class.

M. “**Final Order Approving Settlement and Judgment**” means the order that the Court grants and judgment that the Court enters, finally approving the Settlement substantially in the form attached as Exhibit B, with the referenced Exhibits 1 and 2 thereto added.

N. “**Idle Fees**” means fees charged by Tesla for leaving a vehicle connected to a Supercharger for more than five minutes after charging is completed, i.e., after the vehicle stops receiving electricity from the Supercharger.

O. **“Long Form Notice”** means the long form notice of the proposed settlement to be provided to Class Members under Section VI of this Agreement. The Long Form Notice shall be substantially in the form attached as Exhibit C.

P. **“Objection Deadline”** means the date by which to object to the Settlement, which shall be within 60 days following the Class Notice Date.

Q. **“Preliminary Approval”** means the date the Court preliminarily approves the resolution of the Action, including but not limited to, the terms and conditions of this Agreement, and issues the Preliminary Approval Order.

R. **“Preliminary Approval Order”** means the Order that the Court enters granting Preliminary Approval substantially in the form attached as Exhibit D.

S. **“Settlement”** means the agreement between the Parties, as embodied in this Settlement Agreement, including all exhibits attached to this Settlement Agreement.

T. **“Settlement Administrator”** means the third-party administrator agreed to by the Parties and appointed by the Court. The Parties agree that Simpluris, Inc. shall be retained to implement Class Notice and serve other functions as set forth herein, unless the Court orders otherwise. In the event the aforementioned administrator is unavailable, Tesla shall have the right to select a replacement administrator subject to the consent of Plaintiff which consent shall not be unreasonably withheld.

U. **“Summary Notice”** means the summary notice of the proposed settlement to be provided to Class Members under Section VI of this Agreement. The Summary Notice shall be substantially in the form as the notice attached as Exhibit E.

### **III. CLASS RELIEF**

A. In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, Tesla agrees that the following relief will be provided to all Class Members. The Class Relief shall be cumulative and all Class Members otherwise meeting eligibility criteria, as set forth herein, may receive relief under all of 1, 2, and 3 below:

#### **1. No Disabling for Class Members And Waiver of Idle Fees or Optional Payment for Class Members Who No Longer Own Tesla Vehicles:**

- a. Tesla will: (1) not disable a vehicle’s access to its Superchargers for any Tesla vehicle that a Class Member received in California before December 16, 2016 and that the Class Member continues to own; (2) reenable access to its Superchargers that has been disabled on any Tesla vehicle that a Class Member received in California before December 16, 2016 and that the Class Member continues to own; and (3) waive any Idle Fees it contends Class Members owe as of the date of execution of the Settlement Agreement for a vehicle that a Class Member received in California before December 16, 2016 and that they continued to own after that date; or

- b. If a Class Member no longer owns a Tesla vehicle covered by section III(A)(1)(a), above, and submits a valid Claim Form attesting under oath that they are a member of the Class, including without limitation that they were a citizen of California as of June 21, 2021, and electing to receive a payment and opting out of the relief set forth in Section III(A)(1)(a) prior to the Claims Deadline, the Class Member will receive a \$10 payment.

## **2. Idle Fee Refund:**

For any Class Member who submits a valid Claim Form attesting under oath that they are a member of the Class including without limitation that they were a citizen of California as of June 21, 2021, Tesla will refund all Idle Fees paid by that Class Member through the date of execution of this Agreement.

## **3. Disabling Payment:**

- a. Tesla will pay \$50 to any Class Member who submits a valid Claim Form attesting under oath that: (1) they are a Class Member including without limitation that they were a citizen of California as of June 21, 2021; and (2) for their Tesla vehicle that they received in California before December 16, 2016 and owned after that date, the vehicle's access to Tesla's Superchargers was disabled for failure to pay Supercharger Idle Fees or other fees; or
- b. Tesla will pay \$350 to any Class Member who submits a valid Claim Form attesting under oath that: (1) they are a Class Member including without limitation that they were a citizen of California as of June 21, 2021; and (2) that for their Tesla vehicle that they received in California before December 16, 2016 and that they continued to own, the vehicle's access to Tesla's Superchargers disabled for 30 or more consecutive days for failure to pay Supercharger Idle Fees or other fees. However, if Tesla's charging records demonstrate, subject to the dispute procedures set forth in Section III(F) that the Class Member was not disabled for 30 or more consecutive days during the time period identified on the Claim Form, then the Class Member is not entitled to receive the \$350 and shall receive \$50. The Settlement Administrator shall resolve any dispute between Class Counsel and Tesla regarding eligibility for the \$350 payment as described below.

B. Class Members may submit Claim Forms during the time period starting at the Class Notice Date and concluding at the Claims Deadline. Each Class Member must submit a separate Claim Form for each vehicle that they contend is part of the Class and for which they seek relief.

C. Within 7 days of the Preliminary Approval Order, Tesla shall provide to the Settlement Administrator, copying Class Counsel, the list of potential Class Members to which to provide notice (produced in the Action at TES-SHK-0033164 and excluding the 39 persons who opted out of the Class) and within 60 days of the Preliminary Approval Order Tesla shall provide to the Settlement Administrator, copying Class Counsel, the amounts potential Class Members paid in Idle Fees through the date of the execution of this Agreement. Within 60 days of the Preliminary Approval Order, Tesla shall also provide the Settlement Administrator the charging records with which Tesla could challenge a Class Member's claim that they were disabled from use of Tesla's Superchargers for a time period of 30 or more days. Nothing in the above or anything else in this Agreement shall prevent or limit the Settlement Administrator or Tesla from checking any Claim Forms for fraudulent submissions, and there shall be no obligation by Tesla to pay for submissions of fraudulent claims.

D. Class Members shall be permitted to timely submit Claim Forms up to the Claims Deadline either by filing an electronic Claim Form and/or mailing a copy of the Claim Form to the Settlement Administrator. The Claim Forms shall be substantially in the form attached as Exhibit A.

E. Within 14 days after the Claims Deadline, the Settlement Administrator shall furnish to Class Counsel and Tesla's counsel a list of Class Members who have submitted claims for payment along with the amounts that each Class Member is entitled to receive (in coordination with counsel for the Parties about amounts for the Idle Fee Refund), and shall identify any Class Members who contend they were disabled for 30 or more days.

F. If Tesla disputes that any Class Member claiming to have been disabled for 30 or more consecutive days has not in fact been disabled for 30 or more consecutive days, Tesla shall identify such Class Member and the charging records it contends show that such Class Member was not disabled for 30 or more consecutive days or more during the years claimed within 14 days of receiving notice from the Settlement Administrator. Class Counsel shall within 7 days thereafter state whether they, after a good faith analysis of the data, agree with or dispute the fact that a Class Member's vehicle was not disabled for 30 or more consecutive days. If Tesla and Class Counsel cannot reach agreement about the facts, then the Settlement Administrator shall resolve any dispute by comparing the Class Member's charging records (provided by Tesla prior to the Claims process) with the years during which the Class Member claims to have been disabled for 30 or more consecutive days. If the charging records produced by Tesla prior to the execution of this Agreement and updated through the date of execution of this Agreement show that there is no consecutive 30 day or longer period during the years identified by the Class Member that their vehicle did not Supercharge, then the Settlement Administrator shall deny the claim. The Settlement Administrator shall notify Tesla, Class Counsel, and the Class Member who submitted the claim of its decision within 7 days after Class Counsel disputes the facts raised by Tesla that a Class Member's vehicle was not disabled for 30 or more consecutive days.

G. Tesla shall implement the relief set forth in Section III(A)(1)(a) within 30 days of the Effective Date.

H. Tesla shall provide funds to the Settlement Administrator in the amounts as determined by the Settlement Administrator for payments to Claim-Submission Class Members,

consistent with this Agreement, within 30 days of the Effective Date. Within 60 days of the Effective Date, the Settlement Administrator shall furnish to Class Counsel proof of payment made to Claim-Submission Class Members, including the amounts paid for each Claim-Submission Class Member.

I. Any settlement checks or other form of payment that are not cashed, deposited, or negotiated by a Class Member within 180 days of the date of mailing shall be deemed void and the funds shall be deposited with the unclaimed property fund for the State of California.

#### **IV. ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE INCENTIVE AWARD**

A. The Parties agree that Class Counsel shall seek, and Tesla shall not contest, the following:

1. The reasonable out-of-pocket litigation costs incurred by Class Counsel, to be documented by Class Counsel and not to exceed \$100,000;
2. A service award for acting as class representative ("Service Award") to the Plaintiff, Kevin Shinkman, as approved by the Court and not to exceed \$10,000; and
3. Class counsel's reasonable attorneys' fees pursuant to the lodestar methodology, as approved by the Court, and not to exceed \$1,000,000.

B. The payment obligations set forth above in Sections III and IV, and below in Section VI(B), are the total maximum monetary amounts that Tesla shall have to pay under this Settlement, if approved by the Court. Tesla shall not have any obligation to pay any attorneys' fees and expenses, or any litigation expenses, costs, or charges, apart from the maximum amounts set forth above to the extent awarded by the Court.

C. The Parties agree that the amounts awarded to Class Counsel and Plaintiff must be approved by the Court and Tesla shall have no obligation to pay those amounts in the event that they are not approved. Class Counsel shall file a motion for the Service Award to Plaintiff and attorneys' fees and costs to Class Counsel at least 16 Court days prior to the Objection Deadline, seeking no more than \$10,000 for the Service Award, no more than \$1,000,000 in fees based on a lodestar methodology, and no more than \$100,000 in costs incurred by Class Counsel based on proof of actual out-of-pocket costs incurred.

D. Within 30 days after the Effective Date, Tesla shall cause Class Counsel Fees and Expenses Award and the Service Award to be paid as directed by the Court. If the Effective Date does not occur, Tesla has no obligation to pay the Class Counsel Fees and Expenses Award or the Service Award.

#### **V. RELEASES**

A. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the settlement benefits described in this Agreement,

Plaintiff and each Class Member shall be deemed to fully release and discharge Tesla and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, and successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the “Released Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, now or in the future, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, opinion, contract, common law, or any other source, against the Released Parties in any court, tribunal, arbitration panel, commission, agency, or before any governmental or administrative body, or any other adjudicatory body for any claims or potential claims based on or reasonably arising from or reasonably related to the facts pleaded in the Action, including without limitation any claims with respect to Tesla’s policy to charge Idle Fees or its policy to disable access to Tesla’s Superchargers for failure to pay Idle Fees. This Release covers any and all claims for attorneys’ fees, costs, expert fees, consultant fees, interest, or litigation fees, or any other fees and/or costs incurred by Plaintiff or Class Members for any claims being released, except as otherwise contemplated herein.

B. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the settlement benefits described in this Agreement, Plaintiff Kevin Shenkman shall further be deemed to fully release and discharge Tesla and all Released Parties from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, now or in the future, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, opinion, contract, common law, or any other source, on the basis of, arising from, or relating to his ownership, operation, or use of a Tesla vehicle. For clarity, the release granted by this paragraph applies only to Kevin Shenkman, and not to any other member of the class.

C. In connection with the claims released above, Plaintiff Kevin Shenkman shall be deemed as of the Effective Date to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code § 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiff Kevin Shenkman is waiving the protections of California Civil Code § 1542 and of any comparable statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code § 1542.

D. Plaintiff understands that the facts upon which this Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiff and Class Counsel to be true and nevertheless agree that this Agreement and the Release shall remain effective notwithstanding any such difference in facts.

E. Upon the Effective Date, Tesla shall be deemed to release Plaintiff and all Class Members from any claim reasonably arising from or reasonably related to past due Idle Fees or alleged misuse of Superchargers that were pleaded in the Action. Upon the Effective Date, Tesla also shall be deemed to release Plaintiff of any and all claims arising from, or relating to his ownership, operation, or use of a Tesla vehicle that took place prior to the date of execution of this Agreement.

F. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

G. Nothing in this Agreement will be construed as preventing Tesla from assessing or collecting Idle Fees from Plaintiff or any Class Member for Idle Fees incurred, charged, or collected after the date of execution of this Agreement.

H. Plaintiff hereby agrees and acknowledges that the provisions of the Release in Section V constitute an essential and material term of the Agreement and shall be included in any Final Order Approving Settlement and Judgment entered by the Court.

## **VI. NOTICE TO CLASS MEMBERS AND ADMINISTRATION OF PROPOSED SETTLEMENT**

A. The Settlement Administrator shall establish and host an interactive settlement website (“Settlement Website”) through which Claim-Submission Class Members may submit Claim Forms. The Settlement Website shall include customary information, including the Long Form Notice, the Settlement Agreement, and the Preliminary Approval Order, among other relevant information.

B. Tesla shall pay for the costs of the class notice in accordance with the requirements of the Preliminary Approval Order and shall undertake any actions necessary to provide class notice in accordance with the Preliminary Approval Order. The Parties shall propose to the Court that it adopt the Claim Form, attached as Exhibit A, and the Long Form Notice and Summary Notice substantially in the form attached as Exhibits C and E, respectively. In the event the Court requires different and/or additional items as part of class notice process, the Parties shall work together in good faith to agree upon reasonable measures that comply with the Court’s requirements, with Tesla covering the full costs of such measures.

C. By the Claims Notice Date, the Settlement Administrator shall provide notice to potential Class Members via the email addresses provided to Tesla by the potential Class Members as set forth in the document produced by Tesla in the Action, TES-SHK-0033164 and excluding the 39 persons who opted out of the Class. The email shall include the Summary Notice with a link to the Settlement Website.

D. If any of the email addresses provided by potential Class Members as set forth in the document produced by Tesla in the Action, TES-SHK-0033164 and excluding the 39 persons who opted out of the Class, are undeliverable, then the Settlement Administrator shall perform a skip trace seeking to identify an alternative email address and shall re-email notice to a potential Class Member's identified alternative email address.

E. The Settlement Administrator shall establish a case-specific toll-free number and 24 hours, seven days a week interactive voice response designed to provide relevant information to potential Class members, including answers to frequently asked questions and allowing potential Class Members to request a Claim Form.

F. Approximately 14 days before the Claims Deadline, the Settlement Administrator shall send a reminder notice via email to the potential Class Members.

G. The Settlement Administrator shall establish a 26 C.F.R. § 1.468B-1 compliant Qualified Settlement Fund from which to disburse claims payments and tax documents. Claim-Submission Class Members may be paid via check or via digital payment options provided by the Settlement Administrator, at the election of the Claim-Submission Class Member. The Settlement Administrator will complete all required filings with state and federal tax authorities.

H. Following the Effective Date, within five days, the Settlement Administrator shall provide notice of the Final Order Approving Settlement and Judgment on the class website by posting a copy of this order on it. This notice shall remain posted for at least one year.

## **VII. CLASS MEMBER OBJECTIONS**

A. Any Class Member who intends to object to the fairness or any other aspect of the Settlement or the terms of this Agreement must do so in writing by sending a valid signed written objection to the Settlement Administrator either by first class mail postmarked on or before the Objection Deadline or by otherwise delivering a signed objection to the Settlement Administrator no later than the Objection Deadline. If the Class Member objecting to the Settlement wishes to receive a copy of any filing addressing the objection, he or she must provide a mailing address at which he or she may be served as part of the objection. For an objection to be valid and considered by the Court, the objection must include all of the following:

1. The case name and number of the Action;
2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

3. An explanation of the basis upon which the objector claims to be a Class Member, including the Vehicle Identification Number(s) for the vehicle(s) that provide the basis for membership in the Class;
4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
5. The number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
6. The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector and which counsel, if any, will appear at the Final Approval Hearing;
7. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
8. The objector's original signature and date of signature. To be valid, each objection must be personally signed by the objector (an attorney's signature is not sufficient).

B. The Settlement Administrator shall submit a report containing all written objections to the Parties within 7 days of the Objection Deadline and the party moving for final approval shall submit the report, including all written objections in connection therewith.

C. Any Class Member who has provided a valid objection in compliance with Section VII(A) may appear at the Final Approval Hearing, either in person or through counsel hired at the Class Member's own expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including Attorneys' Fees and Expenses. Any Class Members or Attorneys who intend to make an appearance at the Final Approval Hearing must serve a notice of intention to appear on the Class Counsel and Tesla's Counsel at the addresses identified in the Class Notice, and file the notice of appearance with the Court, no later than 20 days before the Final Approval Hearing, or as the Court may otherwise direct.

D. Any Class Member who fails to comply with the provisions of Sections VII(A) and VII(C) shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object to any aspect of the Settlement, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Agreement, if approved, and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement or the terms of this Agreement shall be through the objection process set forth in this Section VII.

E. Class Counsel shall have the right, and Tesla shall reserve its right, to respond to any objection on the schedule set by the Court. The party so responding shall file a copy of its response with the Court and shall serve a copy, by regular mail, hand, or overnight delivery, to the objecting Class Member or to the individually-hired attorney for the objecting Class Member if they so request, to all Class Counsel, and Tesla's Counsel.

## **VIII. PRELIMINARY APPROVAL AND FINAL JUDGMENT APPROVING SETTLEMENT**

A. Following the execution of this Agreement, Plaintiff shall request that the Court enter the Preliminary Approval Order substantially in the form attached as Exhibit D.

B. If this Agreement is preliminarily approved by the Court, Plaintiff shall file papers that request at the Final Approval Hearing that the Court enter both a Final Order Approving Settlement and Judgment substantially in the form attached as Exhibit B.

## **IX. TERMINATION**

A. This Agreement shall terminate at the discretion of either party if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement, except that the Court may reduce the amount of a payment set forth in Section IV to an amount below the maximum agreed upon amount; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Preliminary Approval Order, the Final Order Approving Settlement and Judgment, this Agreement, or any exhibit to this Agreement that results in a substantial modification to a material term of the proposed Settlement. The party withdrawing from this Agreement must exercise the option to withdraw from and terminate this Agreement by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination.

B. If this Agreement is terminated pursuant to the terms of this Agreement, if the Settlement is not approved by the Court for any reason, or if the Final Effective Date does not occur for any reason, then the Settlement Agreement shall become null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms. In that event, the Action shall proceed as though no settlement took place, without prejudice to any Party's position on the issue of class certification or any other issue. In other words, if the Settlement Agreement is not approved or is terminated, then: (1) Tesla reserves and shall have all rights to move to decertify any class for trial or any other purpose in this Action or in any other action, on all available grounds; (2) the Parties will petition the Court to lift any stay orders entered pursuant to this Agreement; (3) all of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Tesla, Plaintiff, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings; (4) neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever; and (5) any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this

Agreement shall be deemed vacated and shall be without any force or effect. If this Agreement is terminated pursuant to the terms of this Agreement, the Parties stipulate that pursuant to Civ. Pro. Code § 583.330, the requirement to bring this case to trial by June 24, 2026, under Civ. Pro. Code § 583.310, shall be extended by one year following the date of termination of this Agreement.

C. If the Court conditions preliminary or final approval on any change not previously agreed to or consented to, the Parties shall negotiate in good faith to try to agree to terms that are consistent with their Agreement and the Court's changes prior to exercising any right to terminate under this Section IX.

## **X. REPRESENTATIONS AND WARRANTIES**

Each signatory to this Agreement represents and warrants (a) that he, she, they, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery, and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

## **XI. NO ADMISSIONS; NO USE**

This Agreement and every stipulation and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, or deemed to be evidence of a presumption, concession, or an admission by Plaintiff, Tesla, any Class Member or Releasing or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, or deemed to be evidence of a presumption, concession, or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by Plaintiff, Tesla, any Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

## **XII. MISCELLANEOUS PROVISIONS**

A. **Entire Agreement:** This Agreement, including all Exhibits hereto, shall constitute the entire settlement agreement among the Parties and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of the Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.

B. **Modifications:** The Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Tesla's Counsel and, if required, approved

by the Court. The Parties contemplate that the Exhibits to the Agreement may be modified by subsequent agreement of Tesla and Class Counsel. The Parties may make non-material changes to the Exhibits to the extent deemed necessary, as agreed to in writing by all Parties. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Tesla, and Class Counsel on behalf of Plaintiff and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective. Nothing in this provision impacts Tesla's right to terminate this Agreement pursuant to any of the provisions set forth in Section IX.

C. **Governing Law:** The Agreement shall be construed under and governed by the laws of the State of California, applied without regard to laws applicable to choice of law.

D. **Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

E. **Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class U.S. Mail and email to:

If to Plaintiff or Class Counsel:

Seth Yohalem  
Waskowski Johnson Yohalem LLP  
954 W. Washington Blvd., Suite 322  
Chicago, IL 60607  
(312) 278-3153  
syohalem@wjylegal.com

If to Tesla or Tesla's Counsel:

J. Warren Rissier  
Morgan, Lewis & Bockius LLP  
300 South Grand Avenue, Twenty-Second Floor  
Los Angeles, CA 90071-3132  
(213) 680-6860  
warren.rissier@morganlewis.com

Brian M. Ercole  
Morgan, Lewis & Bockius LLP  
600 Brickell Avenue, Suite 1600  
Miami, FL 33131-3075  
(305) 415-3416  
brian.ercole@morganlewis.com

F. **Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement, and will cooperate and act in good faith to implement and carry out the purpose of the Agreement and to resolve disputes that may arise in the implementation of the terms of the Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

G. **Binding on Successors:** The terms of this Settlement Agreement (including Exhibits) are and shall be binding upon each of the Parties, their heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties.

H. **Arms'-Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement, and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

I. **Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

J. **Exhibits:** All Exhibits to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.

K. **Taxes:** No opinion concerning the tax consequences of the Agreement to any Class Member is given or will be given by Tesla, Tesla's Counsel, or Class Counsel, nor is any Party or its counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Class Member. Each Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

L. **Retain Jurisdiction:** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement. Any disputes arising under this Agreement shall be submitted for resolution to the Court.

M. **No Admission:** The Parties agree this Agreement reflects the compromise and settlement of disputed claims among Plaintiff, Class Members, and Tesla. Its constituent provisions, and any and all drafts, communications and discussions relating to it, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, any allegations of wrongdoing or any matters regarding class certification) by any person, including Tesla, and shall not be offered or received in evidence or requested in discovery in the Action or any other action or proceeding as evidence of an admission or concession. Further, the parties agree any agreement's constituent provisions, and any and all

drafts, communications and discussions relating to it are inadmissible in the Action or any other action or proceeding.

[signatures on following page]

Agreed to:

Dated: 5-8-26 \_\_\_\_\_

*Kevin Shenkman*

\_\_\_\_\_  
Kevin Shenkman  
*Plaintiff*

Dated: \_\_\_\_\_

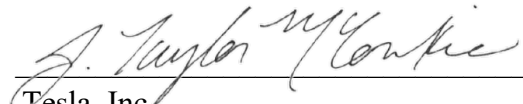
\_\_\_\_\_  
Tesla, Inc.  
*Defendant*

Agreed to:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kevin Shenkman  
*Plaintiff*

Dated: May 7, 2026

  
\_\_\_\_\_  
Tesla, Inc.  
*Defendant*

# EXHIBIT A

## **Claim Form**

*By submitting this Claim Form, you attest under penalty of perjury that the information you submit is true and correct to the best of your knowledge. You should submit only one Claim Form, unless you own more than one Tesla vehicle for which you meet the requirements below in which case you should submit a separate claim form for each such vehicle. Duplicate submissions for the same vehicle will be rejected. You may select one option within each section below if it is true as to you (Sections I, II, and III):*

### **I. Idle Fee Refund**

#### **To Receive a Refund of All Idle Fees You Have Paid Tesla:**

- ☐ I swear under penalty of perjury that I meet the criteria for being a Class Member, including that I was a citizen of California as of June 21, 2021.

### **II. Payment for Disabling of Your Vehicle's Access to Tesla's Superchargers**

#### **To Receive a Payment of \$50 (if eligibility requirements are met):**

- ☐ I swear under penalty of perjury that (a) I meet the criteria for being a Class Member, including that I was a citizen of California as of June 21, 2021, and (b) for my Tesla vehicle that I received in California before December 16, 2016 and that I continued to own, the vehicle's access to Tesla's Superchargers was disabled at least once for failure to pay Supercharger idle or other fees.

#### **To Receive a Payment of \$350 (if eligibility requirements are met):**

- ☐ I swear under penalty of perjury that (a) I meet the criteria for being a Class Member, including that I was a citizen of California as of June 21, 2021, and (b) that for my Tesla vehicle that I received in California before December 16, 2016 and that I continued to own, the vehicle's access to Tesla's Superchargers was disabled for 30 or more consecutive days for failure to pay Supercharger idle or other fees. The approximate year or years during which my Tesla vehicle was disabled for 30 or more consecutive days was/were: \_\_\_\_\_. I understand that these year(s) I provide will be compared to Tesla's records and I will not receive \$350 if those records show there was no 30-day consecutive period in which my vehicle did not Supercharge.

### **III. Optional \$10 Payment if You No Longer Own a Tesla with Free Supercharging**

#### **If You No Longer Own A Tesla With Free Supercharging:**

- ☐ I swear under penalty of perjury that (a) I meet the criteria for being a Class Member including that I was a citizen of California as of June 21, 2021, (b) I do not currently own a Tesla vehicle with free Supercharging, and (c) I wish to receive a \$10 payment instead of the non-monetary relief provided in the Settlement to all Class Members who still own Tesla vehicles.

|                      |                                             |
|----------------------|---------------------------------------------|
| Name [print]: _____  | Mailing Address: _____                      |
| Signature: _____     | _____                                       |
| Email Address: _____ | Vehicle Identification Number (VIN):* _____ |

\* You do not need to submit a VIN unless you purchased more than one Tesla vehicle in California before December 16, 2016. If you did purchase more than one Tesla vehicle in California before December 16, 2016, the VIN you submit will be used to identify which vehicle is the subject of this claim.

# EXHIBIT B

1 SETH YOHALEM (*pro hac vice*)  
2 DANIEL JOHNSON (*pro hac vice*)  
3 WASKOWSKI JOHNSON YOHALEM LLP  
954 West Washington Boulevard, Suite 322  
Chicago, Illinois 60607-2224  
Telephone: (312) 278-3153  
4 Facsimile: (312) 690-4641  
Email: syohalem@wjylegal.com  
5 Email: djohnson@wjylegal.com

6 JASON M. WUCETICH (STATE BAR NO. 222113)  
jason@wukolaw.com  
7 DIMITRIOS V. KOROVILAS (STATE BAR NO. 247230)  
dimitri@wukolaw.com  
8 WUCETICH & KOROVILAS LLP  
222 N. Pacific Coast Highway, Suite 2000  
9 El Segundo, CA 90245  
Telephone: (310) 335-2001  
10 Facsimile: (310) 364-5201

11 Attorneys for Plaintiff  
KEVIN SHENKMAN  
12

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF ALAMEDA  
15

16 KEVIN SHENKMAN,  
17 Plaintiff,  
18 vs.  
19 TESLA, INC.,  
20 Defendant.  
21  
22  
23  
24  
25  
26  
27  
28

Case No. RG21102833

Assigned for All Purposes to the  
Hon. Patrick McKinney, Dept. 18

**[PROPOSED] FINAL ORDER  
APPROVING SETTLEMENT AND  
JUDGMENT**

Action Filed: June 24, 2021  
Pre-Trial Conf.: N/A  
Trial Date: N/A

1        **[PROPOSED] FINAL ORDER APPROVING SETTLEMENT AND JUDGMENT**

2            The Motion by plaintiff Kevin Shenkman (“Plaintiff”) for final approval of class action  
3 settlement (the “Motion”) with defendant Tesla, Inc. (“Tesla”) came on for noticed hearing on  
4 \_\_\_\_\_, 2026, the Honorable Patrick McKinney presiding, counsel for all parties present,  
5 the Court having considered the papers submitted by Plaintiff in support of the Motion and  
6 finding good cause therefore, **IT IS HEREBY ADJUDGED AND DECREED THAT:**

7            1.        This Court adopts all defined terms set forth in the Settlement Agreement and all  
8 terms used herein shall have the same meanings as set forth in the Settlement Agreement.

9            2.        The Court finds and determines that the Parties have complied with the terms of  
10 the Preliminary Approval Order.

11           3.        The Court finds and determines that the notice procedures were adequate to the  
12 Class, that the terms of the Settlement are fair reasonable and adequate to the Class and to each  
13 Class Member, and that the Settlement is ordered finally approved. The Court grants final  
14 approval of the Settlement as fair, adequate, and reasonable.

15           4.        There were \_\_\_\_ objectors to the Settlement. The Court, having considered the  
16 objections, hereby overrules them.

17           5.        The Court finds that an award to class counsel in the amount of \$ \_\_\_\_\_ in  
18 attorneys’ fees and \$ \_\_\_\_\_ for out-of-pocket costs is fair, reasonable and adequate and therefore  
19 approved.

20           6.        The Court finds that the award to Plaintiff, Kevin Shenkman, in the amount of  
21 \$ \_\_\_\_\_ as a Service Award for his service as the class representative is fair, reasonable and  
22 adequate and therefore approved.

23           7.        The Court hereby enters FINAL JUDGMENT in this case in accordance with the  
24 terms of the Settlement Agreement, attached hereto as **Exhibit 1**, and the Preliminary Approval  
25 Order which are incorporated herein.

26           8.        This Final Order Approving Settlement and Judgment does not apply to those 39  
27 individuals who excluded themselves from the Class, who are identified on the list attached  
28 hereto as **Exhibit 2**.

1           9.       The Parties are hereby ordered to comply with the terms of the Settlement  
2 Agreement.

3           10.       Pursuant to California Code of Civil Procedure sections 578 and 664.6 and  
4 California Rules of Court, rule 3.769(h), the Court, in the interests of justice, there being no just  
5 reason for delay, expressly directs the Clerk of the Court to enter this Final Order Approving  
6 Settlement and Judgment dismissing Plaintiff's and the Class Members' claims against Defendant  
7 Tesla, Inc. with prejudice, and hereby decrees that upon entry it be deemed a final judgment with  
8 respect to all Released Claims by members of the Class against the Released Parties, in  
9 accordance with the terms of the Settlement Agreement.

10           11.       Following the Effective Date, Tesla shall provide the relief to Class Members set  
11 forth in Section III.A. of the Settlement Agreement pursuant to the terms and timeline in the  
12 Settlement Agreement.

13           12.       Within 30 days after the Effective Date, Tesla shall cause Class Counsel Fees and  
14 Expenses Award and the Incentive Award to be paid in the amounts identified above, totaling  
15 \$ \_\_\_\_\_. Neither Tesla nor any Released Party shall have any further liability for costs,  
16 expenses, interests, attorneys' fees, or for any other charge, expense, or liability, except that Tesla  
17 shall pay the Settlement Administrator for Class Notice and Administration Costs. The parties  
18 will bear their own costs and attorneys' fees except as otherwise provided by the Settlement  
19 Agreement and this Final Order Approving Settlement and Judgment.

20           13.       Class Counsel shall divide their fees and costs pursuant to the terms of the Co-  
21 Counseling Agreement submitted to the Court.

22           14.       Within five days of the Effective Date, the Settlement Administrator shall provide  
23 notice of this Final Order Approving Settlement and Judgment by posting a copy of it on the  
24 Settlement Website. This notice shall remain posted for at least one year.

25           15.       Pursuant to the terms of the Settlement Agreement, all the parties and all Class  
26 Members are permanently enjoined from pursuing, or seeking to reopen, any of the claims  
27 released in Section V of the Settlement Agreement. The Settlement Agreement and its terms  
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1 shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future  
2 lawsuits or other proceedings as to Released Claims and waivers applicable thereto.

3       16. Neither the making of, nor entry into, the Settlement Agreement is an admission  
4 by Tesla, nor is this Final Order Approving Settlement and Judgment a finding of validity of any  
5 claim in the Action or of any wrongdoing by any party. The Settlement Agreement is not a  
6 concession, and shall not be sued as an admission of wrongdoing or fault. Carrying out the terms  
7 of the Settlement Agreement may not be construed as an admission or concession by or against  
8 Tesla or any related person or entity, including any of the Released Parties. This Final Order  
9 Approving Settlement and Judgment, and all statements, documents, or proceedings relating to  
10 the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be  
11 evidence of, an admission by or against any party of any claim, any fact alleged in the Litigation,  
12 any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Tesla or  
13 of the validity or certifiability for this Action or other litigation of any claims or class that have  
14 been, or could have been, asserted in the Action. Notwithstanding the above, the Settlement  
15 Agreement and this Final Order Approving Settlement and Judgment may be filed in any action to  
16 enforce the Settlement Agreement or this Final Order Approving Settlement and Judgment.

17       17. If the Effective Date, as defined in the Settlement Agreement, does not occur for  
18 any reason, this Final Order Approving Settlement and Judgment shall be deemed vacated, and  
19 shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and  
20 void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval  
21 Order, and this Final Order Approving Settlement and Judgment and the terms and provisions of  
22 the Settlement Agreement shall have no further force and effect with respect to the Parties and  
23 shall not be used in the Action or in any other proceeding for any purpose, any orders entered by  
24 the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated  
25 nunc pro tunc, and the Parties shall be restored to their respective positions in the Action, as if the  
26 Parties had never entered into the Settlement Agreement (without prejudice to any of the Parties'  
27 respective positions on the issue of class certification or any other issue). In such event, the  
28

1 Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the  
2 Court so as to avoid prejudice to any Party or Party's counsel.

3 18. The Court approves the Releases provided in the Settlement Agreement and orders  
4 that, as of the Effective Date, all claims covered by the Releases will be released as to Tesla and  
5 the Released Parties.

6 a. Upon the Effective Date, and except as to such rights or claims as may be  
7 created by this Agreement, and in consideration for the settlement benefits described in this  
8 Agreement, Plaintiff and each Class Member shall be deemed to fully release and discharge Tesla  
9 and all its present and former parent companies, subsidiaries, shareholders, officers, directors,  
10 employees, agents, servants, registered representatives, attorneys, insurers, affiliates, and  
11 successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers,  
12 consultants, and any and all other entities or persons upstream and downstream in the  
13 production/distribution channels (together, the "Released Parties") from all claims, demands,  
14 actions, and causes of action of any kind or nature whatsoever, whether at law or equity, direct,  
15 indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or  
16 undeveloped, now or in the future, arising under common law, regulatory law, statutory law, or  
17 otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, opinion,  
18 contract, common law, or any other source, against the Released Parties in any court, tribunal,  
19 arbitration panel, commission, agency, or before any governmental or administrative body, or any  
20 other adjudicatory body for any claims or potential claims based on or reasonably arising from or  
21 reasonably related to the facts pleaded in the Action, including without limitation any claims with  
22 respect to Tesla's policy to charge Idle Fees or its policy to disable access to Tesla's Superchargers  
23 for failure to pay Idle Fees. This Release covers any and all claims for attorneys' fees, costs, expert  
24 fees, consultant fees, interest, or litigation fees, or any other fees and/or costs incurred by Plaintiff  
25 or Class Members for any claims being released, except as otherwise contemplated herein.

26 b. Upon the Effective Date, and except as to such rights or claims as may be  
27 created by this Agreement, and in consideration for the settlement benefits described in this  
28 Agreement, Plaintiff Kevin Shenkman shall further be deemed to fully release and discharge Tesla

1 and all Released Parties from all claims, demands, actions, and causes of action of any kind or  
2 nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential,  
3 liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, now or in the future,  
4 arising under common law, regulatory law, statutory law, or otherwise, whether based on federal,  
5 state or local law, statute, ordinance, regulation, code, contract, common law, or any other source  
6 of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or  
7 consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped,  
8 arising under common law, regulatory law, statutory law, or otherwise, whether based on federal,  
9 state or local law, statute, ordinance, regulation, code, opinion, contract, common law, or any other  
10 source, on the basis of, arising from, or relating to his ownership, operation, or use of a Tesla  
11 vehicle. For clarity, the release granted by this paragraph applies only to Kevin Shenkman, and not  
12 to any other member of the class.

13 c. Upon the Effective Date, Tesla shall be deemed to release Plaintiff and all  
14 Class Members from any claim reasonably arising from or reasonably related to past due Idle Fees  
15 or alleged misuse of Superchargers that were pleaded in the Action. Upon the Effective Date, Tesla  
16 also shall be deemed to release Plaintiff of any and all claims arising from, or relating to his  
17 ownership, operation, or use of a Tesla vehicle that took place prior to the date of this Agreement.

18 d. Nothing in this Final Order Approving Settlement and Judgment or the  
19 Settlement Agreement will be construed as preventing Tesla from assessing or collecting Idle Fees  
20 from Plaintiff or any Class Member for Idle Fees incurred, charged, or collected after the date of  
21 execution of the Settlement Agreement.

22 19. Without affecting the finality of this Final Order Approving Settlement and  
23 Judgment, this Court shall retain exclusive and continuing jurisdiction over the above-captioned  
24 action and the Parties pursuant to California Code of Civil Procedure section 664.6 and California  
25 Rules of Court, rule 3.769(h), for the purposes of implementing, administering, and supervising

26 ///

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1 the settlement and interpreting and enforcing the terms of the Settlement Agreement, this Final  
2 Order Approving Settlement and Judgment, and for any other necessary purpose.

3  
4 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

5  
6  
7 Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
8 Hon. Patrick McKinney  
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# EXHIBIT C

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Shenkman v. Tesla, Inc.*  
Case No. RG21102833  
Superior Court for Alameda County, California

**IF YOU PURCHASED A SUPERCHARGER-ENABLED TESLA VEHICLE IN CALIFORNIA BEFORE DECEMBER 16, 2016, AND WERE A CITIZEN OF CALIFORNIA AS OF JUNE 21, 2021, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.  
You are not being sued.*

***Please read this Notice carefully and completely.***

- A proposed Settlement has been reached with Tesla, Inc. (“Tesla” or “Defendant”) in a class action lawsuit. This case concerns allegations that Tesla improperly charged “idle fees” to certain customers who purchased Tesla vehicles with free lifetime Supercharging. The lawsuit further alleges that if customers refused to pay idle fees, Tesla disabled or said that it would disable those vehicles’ access to Superchargers. Tesla contends that its conduct complied with applicable law and its agreements with customers. Tesla denies that it did anything wrong and that the claims have any merit. The Court has not decided who is right.
- The lawsuit is called *Shenkman v. Tesla, Inc.*, Case No. RG21102833. It is pending in the Superior Court for Alameda County, California (the “Litigation”).
- The parties have agreed to settle the lawsuit (the “Settlement”), subject to Court approval.
- Tesla’s records indicate that you may be a Class Member (if you meet the requirements below), and entitled to benefits under the Settlement.
- Class Members’ rights are affected whether they act or don’t act. ***Please read this Notice carefully and completely.***

| SUMMARY OF CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | DEADLINE                 |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>SUBMIT A CLAIM</b>                                                 | <p>The only way Class Members may receive cash payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way for Class Members to submit a Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If Class Members prefer, they can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. Class Members may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p> | <u>          </u> , 2026 |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>               | Class Members may object to the settlement by writing to the Court about why they don't like the Settlement. Class Members may also ask the Court for permission to speak about their objection at the Final Approval Hearing. If Class Members object, they may also file a claim for Settlement benefits.                                                                                                                                                                                                                                 | <u>          </u> , 2026 |
| <b>DO NOTHING</b>                                                     | If Class Members do nothing, they will not receive cash payments from this Settlement. Class Members will still receive the non-cash benefits of the settlement.                                                                                                                                                                                                                                                                                                                                                                            | No Deadline              |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

|                                                       |   |
|-------------------------------------------------------|---|
| BASIC INFORMATION .....                               | 3 |
| WHO IS IN THE SETTLEMENT .....                        | 4 |
| THE SETTLEMENT BENEFITS.....                          | 4 |
| SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS ..... | 5 |
| THE LAWYERS REPRESENTING CLASS MEMBERS.....           | 6 |
| COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....     | 6 |
| THE COURT’S FINAL APPROVAL HEARING .....              | 7 |
| IF A CLASS MEMBER DOES NOTHING .....                  | 8 |
| GETTING MORE INFORMATION .....                        | 8 |

## Basic Information

### 1. Why was this Notice issued?

The Superior Court for Alameda County, California, authorized this Notice. Class Members have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, Class Members’ legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Shenkman v. Tesla, Inc.*, Case No. RG21102833. It is pending in the Superior Court for Alameda County, California. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company he sued, Tesla, Inc., is called “Tesla” or the “Defendant.”

### 2. What is this lawsuit about?

The lawsuit alleges that Tesla improperly charged “idle fees” to certain customers who purchased Tesla vehicles with free lifetime Supercharging. The lawsuit further alleges that if customers refused to pay idle fees, Tesla disabled or said that it would disable those vehicles’ access to Superchargers.

Tesla contends that its conduct complied with applicable law and its agreements with customers. Tesla denies that it did anything wrong and that the claims have any merit.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” In this Settlement, the Class Representative is Plaintiff Kevin Shenkman. Everyone included in this Litigation are Plaintiff, the other Class Members and Tesla.

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or Tesla is right. Both sides have agreed to a Settlement, subject to Court approval. The Plaintiff and attorneys representing the Class (“Class Counsel”) think the Settlement is best for all Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The Court has defined the Class this way: “All persons who: (1) received a Tesla vehicle in California before December 16, 2016; (2) continued to own the vehicle after December 16, 2016; (3) were citizens of California as of June 21, 2021; and (4) fall within one of the three Liability Subclasses.”

The three Liability Subclasses include: (1) all Class Members who purchased a vehicle described in Tesla’s Motor Vehicle Purchase Agreement as “Supercharger Enabled” before December 16, 2016; (2) all Class Members who purchased a vehicle described in Tesla’s Motor Vehicle Purchase Agreement as “Supercharger Hardware” before December 16, 2016; and (3) all Class Members who purchased a vehicle described in Tesla’s Motor Vehicle Purchase Agreement as “Supercharger Hardware & Access” before December 16, 2016.

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) Tesla and its officers, directors, and related companies; and (3) anyone who previously excluded themselves from the Class.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Tesla Idle Fee Class Action Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### 7. What does the Settlement provide?

The Settlement provides non-cash relief and cash payments to eligible Class Members. The relief is cumulative, meaning Class Members may qualify for more than one benefit.

The benefits are explained in more detail below.

#### **BENEFITS**

**No Disabling and Waiver of Idle Fees.** Tesla has agreed that for Class Members who currently own eligible Tesla vehicles received in California before December 16, 2016, Tesla will not disable Supercharger access, will restore access if it was previously disabled, and will waive any unpaid idle fees up to the date of the Settlement.

If a Class Member no longer owns an eligible Tesla vehicle, they may instead elect to receive a **\$10.00** payment by submitting a valid Claim Form and attesting that they are a Class Member.

**Idle Fee Refund.** Class Members who submit a valid Claim Form may receive a refund of all Supercharger “idle fees” they paid through the date of the Settlement.

Idle fees are charges incurred when a vehicle remained plugged into a Supercharger for a specified period of time after charging was completed.

Class Members must submit a valid Claim Form and attest that they are a Class Member. Tesla’s records will be used to determine the amount of any refund. Class Members cannot receive a refund for idle fees that were not paid or were previously waived.

The Settlement does not prevent Tesla from assessing or collecting Idle Fees from Plaintiff or any Class Member for idle fees incurred, charged, or collected after the date of execution of this Agreement.

**Disabling Payment.** Class Members who submit a valid Claim Form may receive a payment if their eligible Tesla vehicle was disabled due to unpaid idle or other fees.

- **\$50.00** cash payment: If a vehicle’s access to Superchargers was disabled for less than 30 days due to unpaid idle or other fees; or
- **\$350.00** cash payment: If a vehicle’s access to Superchargers was disabled for 30 or more consecutive days due to unpaid idle or other fees.

If Tesla’s records show that the disabling period was less than 30 consecutive days, the Class Member will receive \$50 instead of \$350.

Class Members must submit a valid Claim Form and attest that they are a Class Member to receive a payment. To receive the \$350 payment, Class Members must identify the approximate year or years during which their Tesla vehicle was disabled for 30 or more consecutive days and they will not receive \$350 if those records show there was no 30-day consecutive period in which the Class Member’s vehicle did not Supercharge during the years they identify.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Tesla Idle Fee Class Action Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

## 8. What claims are Class Members releasing as part of the Settlement?

As part of this Settlement, Class Members won’t be able to be part of any other lawsuit against Tesla about the issues that this Settlement covers. The “Releases” section of the Settlement Agreement (Section V) describes the legal claims that Class Members give up as part of the Settlement. Read that language. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

## 9. How do Class Members submit a claim for a Settlement benefit?

The fastest way for a Class Member to submit a Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If Class Members prefer, they can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Tesla Idle Fee Class Action Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

Class Members may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

## 10. Are there any important Settlement payment deadlines?

If Class Members are submitting a Claim Form online, they must do so by [Claims Deadline]. If Class Members are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

## 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 16). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

# The Lawyers Representing Class Members

## 12. Do I have a lawyer in the case?

Yes, if you are a Class Member. The Court has appointed attorneys Seth Yohalem and Daniel Johnson of Waskowski Johnson Yohalem LLP, and attorneys Dimitrios Korovilas and Jason Wucetich of Wucetich & Korovilas LLP, to represent all Class Members. These attorneys are referred to as Class Counsel.

## 13. Should I get my own lawyer?

Class Members will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

## 14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve up to \$1,000,000.00 as reasonable attorneys' fees and up to \$100,000.00 for reimbursement of litigation costs. If approved, these amounts will be paid by Tesla without affecting the benefits to the Class described above.

Class Counsel will also ask for a payment of up to \$10,000.00 to Plaintiff for his service as the Class Representative ("Service Award Payment"). This amount will also be paid by Tesla if approved by the Court.

# Commenting on or Objecting to the Settlement

## 15. How do Class Members tell the Court if they do not like the Settlement?

If a Class Member does not like part or all of the Settlement, they can object to it. Objecting means telling the Court their reasons for why they think the Court should not approve the Settlement. The Court will consider Class Members' views.

Class Members must provide the following information for the Court to consider an objection:

- (1) the name of the Litigation: *Shenkman v. Tesla, Inc.*, Case No. RG21102833, pending in the Superior Court for Alameda County, California;
- (2) their full name, mailing address, telephone number, and email address;
- (3) information that proves that they are a Class Member (such as attesting that they were a California citizen as of June 21, 2021, and listing the Vehicle Identification Number(s) for eligible vehicles);
- (4) whether the objection applies only to the Class Member submitting the objection, or to other Class Members, as well;
- (5) a clear description of all the reasons the Class Member objects; include any legal support, such as documents, they may have for their objection;
- (6) if the Class Member hired their own lawyer to represent them for the objection, provide the lawyer's name, bar number, and contact information;
- (7) if the Class Member or their lawyer objected in any other cases in the past five years, list the names, courts, the orders ruling on the objections, and civil action numbers for each of those cases;
- (8) whether or not the Class Member or their lawyer would like to speak at the Final Approval Hearing; and
- (9) the Class Member's signature (if the Class Member hired their own lawyer, the lawyer's signature is not sufficient).

For an objection to be valid, it must meet each of these requirements.

To be considered by the Court, Class Members must file their complete objection with the Clerk of Court by **[OBJECTION DATE]**. They must also send a copy of the objection to the Settlement Administrator.

| Clerk of the Court                    | Settlement Administrator                                                                                  |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Clerk of the Court<br>[Court Address] | Tesla Idle Fee Class Action Settlement<br>ATTN: Objections<br>[PO Box Number]<br>Santa Ana, CA 92799-9958 |

## The Court's Final Approval Hearing

### 16. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Pacific Time, in Room **[Court Room]** of the Superior Court for Alameda County, California, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award a Service Award Payment to the Plaintiff for his service as the Class Representative. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 15**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

### 17. Do Class Members have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. Class Members may attend at their own expense if they wish, but there is no requirement for them to attend.

If a Class Member files an objection, they do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. A Class Member may also pay their own lawyer to attend, but they do not have to.

## If Class Members Do Nothing

### 18. What happens if Class Members do nothing at all?

If a Class Member nothing, they will not receive a cash benefit from this Settlement. They will still receive the non-cash benefits from this Settlement.

The Class Member will also give up the rights described in **Question 8**.

## Getting More Information

### 19. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Tesla Idle Fee Class Action Settlement  
c/o Settlement Administrator  
[\[PO Box Number\]](#)  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [\[Court Address\]](#).

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

# EXHIBIT D

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16 KEVIN SHENKMAN,  
17  
18 Plaintiff,  
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20 vs.  
21  
22 TESLA, INC.,  
23  
24 Defendant.

Case No. RG21102833

Assigned for All Purposes to the  
Hon. Patrick McKinney, Dept. 18

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Action Filed: June 24, 2021  
Hearing Date: May 26, 2026  
Pre-Trial Conf.: N/A  
Trial Date: N/A

1 The Motion by plaintiff Kevin Shenkman (“Plaintiff”) for preliminary approval of  
2 class action settlement (the “Motion”) with defendant Tesla, Inc. (“Tesla”) came on for  
3 noticed hearing on May 26, 2026, the Honorable Patrick McKinney presiding, counsel for  
4 all parties present, the Court having considered the papers submitted by Plaintiff in  
5 support of the Motion and finding good cause therefore,

6 IT IS HEREBY ORDERED as follows:

- 7 1. The Motion is GRANTED;
- 8 2. The class action settlement reached between Plaintiff and Tesla in the within action  
9 is preliminarily approved as fair, reasonable, and adequate, subject to further  
10 consideration at the Final Approval Hearing.
- 11 3. The class notice plan described in Section VI of the Settlement Agreement, is  
12 approved, except that the Long Form Notice and Summary Notice attached as  
13 Exhibits C and E to the Settlement Agreement may be modified to conform to the  
14 Court’s rulings. Simpluris, Inc. (“Simpluris”) is appointed to be the Class Notice  
15 Administrator and shall follow the procedures set forth in the Settlement  
16 Agreement.
- 17 4. In order to submit a timely claim under the Settlement, a Claim Form must be  
18 either postmarked or received by the Settlement Administrator no later than  
19 \_\_\_\_\_. Class Counsel and the Settlement Administrator will ensure that all  
20 specific dates and deadlines are added to the Class Notice.
- 21 5. The deadline for Objections shall be \_\_\_\_\_, 2026. For an Objection to be valid, it  
22 must be sent to the Settlement Administrator, received or postmarked within 60  
23 calendar days of the Notice Date and include each and all of the following:
  - 24 a. The case name and number of the Action;
  - 25 b. The objector’s full name, current residential address, mailing address (if  
26 different), telephone number, and e-mail address;
  - 27
  - 28

- c. An explanation of the basis upon which the objector claims to be a Class Member, including the Vehicle Identification Number(s) for the vehicle(s) that provide the basis for membership in the Class;
- d. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
- e. The number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector and which counsel, if any, will appear at the Final Approval Hearing;
- g. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. The objector's original signature and date of signature. To be valid, each objection must be personally signed by the objector (an attorney's signature is not sufficient).

Any Objection failing to include the requirements expressed above will be deemed to be invalid. Any Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection.

6. The Motion for Final Approval and any Motion for Attorneys' Fees and Costs shall be filed on or before \_\_\_\_\_, 2026.

- 1 7. A hearing on: final approval of the class action settlement reached between  
2 Plaintiff and Tesla in this action and class counsel's anticipated Motion for  
3 Attorney's Fees and Costs is set for \_\_\_\_\_, 2026 at \_\_\_\_\_ in  
4 Department 18 of this Court.
- 5 8. If the Settlement is finally approved, all Class Members shall be bound by all  
6 determinations and judgments in this Action concerning the Settlement, including,  
7 but not limited to, the release provided for in the Settlement Agreement.
- 8 9. This Order shall become null and void, and shall be without prejudice to the  
9 rights of the Parties, all of whom shall be restored to their respective positions  
10 existing immediately before this Court entered this Order, if (i) the proposed  
11 Settlement is not finally approved by the Court, or does not become Final (as  
12 defined in the Settlement Agreement), pursuant to the terms of the Settlement  
13 Agreement; or (ii) the Settlement Agreement is terminated or does not become  
14 Final, pursuant to the terms of the Settlement Agreement, for any other reason. In  
15 such event, and except as provided therein, the proposed settlement and  
16 Settlement Agreement shall become null and void and be of no further force and  
17 effect; neither the Settlement Agreement nor this Order shall be used or referred to  
18 for any purpose whatsoever; and the parties shall retain, without prejudice, any and  
19 all objections, arguments, and defenses with respect to class certification, including  
20 the right to argue that the class should be decertified.
- 21 10. If the Settlement does not become final, neither this Order nor the Settlement shall  
22 be construed or used as an admission, concession, or declaration by or against  
23 Tesla of any fault, wrongdoing, breach, or liability, or by or against Plaintiffs or the  
24 Settlement Class Members that their claims lack merit or that the relief requested in  
25 the Action is inappropriate, improper, or unavailable, or as a waiver by any party of  
26 any defenses or arguments it may have.

27 ///

28 ///

1 11. The Court authorizes the Parties to take all necessary and appropriate steps to  
2 implement the Settlement Agreement.  
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5 Dated: \_\_\_\_\_, 2026

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6 Hon. Patrick McKinney  
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# EXHIBIT E

**TO:** «Email Address»  
**FROM:** “Tesla Idle Fee Class Action Settlement” «info@[SettlementWebsite].com»  
**SUBJECT:** Tesla Idle Fee Class Action Settlement – You May Be Eligible to File a Claim

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**LEGAL NOTICE**

*Shenkman v. Tesla, Inc.*  
Case No. RG21102833  
Superior Court for Alameda County, California

**IF YOU PURCHASED A SUPERCHARGER-ENABLED TESLA  
VEHICLE IN CALIFORNIA BEFORE DECEMBER 16, 2016  
AND WERE A CITIZEN OF CALIFORNIA AS OF JUNE 21, 2021,  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

*Please read this Notice carefully and completely.*

Dear «First» «Last»:

A proposed Settlement has been reached with Tesla, Inc. (“Tesla”) in a class action lawsuit. The lawsuit alleges that Tesla improperly charged “idle fees” to certain customers who purchased Tesla vehicles with free lifetime Supercharging. The lawsuit further alleges that if customers refused to pay idle fees, Tesla disabled or said that it would disable those vehicles’ access to Superchargers. Tesla contends that its conduct complied with applicable law and its agreements with customers. Tesla denies that it did anything wrong and that the claims have any merit. The Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”), subject to Court approval.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**Who is included in the Settlement?** The Court has defined the Class Members as: “All persons who: (1) received a Tesla vehicle in California before December 16, 2016; (2) continued to own the vehicle after December 16, 2016; (3) were citizens of California as of June 21, 2021; and (4) fall within one of the three Liability Subclasses.”

The three Liability Subclasses include: (1) all Class Members who purchased a vehicle described in Tesla’s Motor Vehicle Purchase Agreement as “Supercharger Enabled” before December 16, 2016; (2) all Class Members who purchased a vehicle described in Tesla’s Motor Vehicle Purchase Agreement as “Supercharger Hardware” before December 16, 2016; and (3) all Class Members who purchased a vehicle described in Tesla’s Motor Vehicle Purchase Agreement as “Supercharger Hardware & Access” before December 16, 2016.

The Settlement does not include the persons who previously opted out of the Class, and other excluded persons as specified by the Court.

The Court has appointed experienced attorneys, called Class Counsel, to represent the Class.

**What are the Settlement benefits?** Class Members may receive non-cash relief and, if they submit a valid claim form, cash payments. The benefits are cumulative, meaning Class Members may qualify for more than one benefit.

Tesla will not disable Supercharger access for eligible vehicles, will restore access where previously disabled, and will waive unpaid idle fees up to the date of the Settlement. *If Class Members no longer owns an eligible Tesla vehicle*, they may elect a **\$10** payment.

In addition, Class Members may receive a refund of all idle fees they paid and may additionally receive payments of **\$50** or **\$350** if their vehicle's access to Superchargers was disabled, with the greater amount applying if their vehicle was disabled for 30 or more consecutive days.

**How do Class Members receive a benefit?** Class Members may visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit a claim. To receive a paper copy and submit by US Mail, Class Members may call XXX-XXX-XXXX, or email their request to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **Claims must be submitted online, mailed, or emailed by [Claims Deadline].**

**What Are Class Members Giving Up?** As part of this Settlement, Class Members won't be able to be part of any other lawsuit against Tesla about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement describes the legal claims that Class Members give up. It is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**What if Class Members Object to the Settlement?** If Class Members want to object to the Settlement, they may file an objection by **[Objection Deadline]**. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to object and what must be included.

**When will the Court decide whether to approve the Settlement?** The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to \$1,000,000.00, Class Counsel's out-of-pocket litigation costs of up to \$100,000.00, and up to \$10,000.00 to Plaintiff for his service as the class representative. Class Members may attend the hearing at their own cost, but they are not required to do so.

This notice email is only a summary. For more information about the Settlement, call 1-XXX-XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**LoginID:** «ClaimLoginID»

**PIN:** «ClaimLoginPIN»

**SIMID:** «SIMID»

**CaseID:** [CaseID]

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Tesla Settlement Unplugs Class Action Lawsuit Over 'Idle' Fees for 'Free' Lifetime Supercharging](#)

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