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ELECTRONICALLY FILED
Superior Court of California
County of Alameda

09/27/2023

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

6 *Counsel for Plaintiff and the Putative Class Members*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ALAMEDA**

10 RICKY STEPHENS, individually and on)
11 behalf of similarly situated individuals,)
12 Plaintiff,)

13 v.)

14 TESLA INSURANCE SERVICES, INC., a)
15 California corporation,)
16 Defendant.)

Case No. 23CV031800

) Assigned to: Hon. Brad Seligman
) Department: 23
) Complaint Filed: April 10, 2023

17 **FIRST AMENDED COMPLAINT –**
18 **CLASS ACTION JURY TRIAL**
19 **DEMANDED**

- 20 **1. Violation of California Business and**
21 **Professions Code § 17200, et seq.**
22 **and other similar states’ consumer**
23 **statutes.**
24 **2. Breach of Contract**
25 **3. Violation of the Illinois Consumer**
26 **Fraud and Deceptive Business**
27 **Practices Act, 815 ILCS 505/2 et seq.**
28 **4. Unjust Enrichment**

DEMAND FOR JURY TRIAL

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1 **FIRST AMENDED CLASS ACTION COMPLAINT**

2 Plaintiff, Ricky Stephens, brings this First Amended Class Action Complaint against
3 Defendant Tesla Insurance Services, Inc. (“Tesla Insurance” or “Defendant”) to stop Defendant
4 from charging inflated premium fees based on false Forward Collision Warning signals that are
5 generated by the Tesla vehicles which Defendant insures and profits from. On his own behalf and
6 on behalf of similarly situated individuals, Plaintiff seeks relief for all persons who have been
7 unlawfully charged additional premium fees by Defendant. Plaintiff alleges as follows based on
8 personal knowledge as to himself and his own acts and experiences, and as to all other matters, on
9 information and belief, including an investigation by his attorneys.
10

11 **NATURE OF THE ACTION**

12 1. Across the nation, Defendant, as a subsidiary of the electric vehicle company Tesla,
13 provides its insurance services to Tesla drivers through a usage-based safety discount program.
14 Defendant’s insurance service follows a new industry trend of allegedly charging drivers fairer
15 premiums based on their driving habits.
16

17 2. During a Tesla earnings call back in October 2020, Elon Musk said insurance
18 someday could represent 30% to 40% of Tesla’s auto business. He announced that Tesla is building
19 “a major insurance company.”¹
20

21 3. In or around December 2021, Defendant began to provide its usage-based safety
22 discount insurance to Tesla drivers in Illinois.

23 4. Defendant also provides its usage-based safety discount insurance to drivers in
24 Arizona, Colorado, Maryland, Minnesota, Nevada, Ohio, Oregon, Texas, Utah, and Virginia.

25 5. As in all the states, Defendant’s usage-based insurance uses five “safety factors”
26 collected directly from its insureds’ Tesla vehicles to generate a “Safety Score” to help calculate
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¹ <https://www.forbes.com/advisor/car-insurance/tesla-insurance/>.

1 these drivers' premiums. The five safety factors include: (1) Forward Collision Warning alerts; (2)
2 Hard Braking events; (3) Aggressive Turning events; (4) Unsafe Following events; and (5) Forced
3 Autopilot Disengagement events.²

4 6. Unfortunately, Tesla drivers' Safety Scores are inflated because of random "ghost"
5 Forward Collision Warnings that Tesla vehicles report when there is no actual danger or any car
6 in sight. Even more drastically with some of the Tesla vehicles Defendant insures, Forward
7 Collision Warnings show up in the Safety Score even when they are not reported to them by their
8 vehicles. Nonetheless, Defendant unfairly charges its Tesla customers higher monthly premium
9 fees based on these "unsafe" driving events that never actually occurred.

10
11 7. In order to redress these injuries, Plaintiff brings this suit on his own behalf and on
12 behalf of a class of similarly situated individuals, asserting violations of consumer protection laws,
13 breach of implied covenant of good faith and fair dealing, unjust enrichment, injunctive relief
14 prohibiting Defendant from continuing to unfairly charge premiums on false Forward Collision
15 Warnings, equitable relief, including the disgorgement of any profits that Defendant derived from
16 its misconduct, and an award of reasonable attorneys' fees and costs.

17
18 **PARTIES**

19 8. Plaintiff Ricky Stephens is a natural person and a resident of Illinois.

20 9. Defendant Tesla Insurance Services, Inc. is a California corporation with its
21 principal place of business in Fremont, California. At all relevant times Defendant operated and
22 administered its insurance company from its headquarters in California, including where all
23 premiums were sent, where all decisions as to how drivers' Safety Scores were calculated were
24 made, where all insurance agreements were formulated and entered into, where all metrics used to
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27
28 ² In 2023, Defendant has added three more safety factors, "Excessive Speeding", "Late Night Driving" and "Unbuckled Driving."

1 calculate drivers' Safety Scores were sent and analyzed, and where all advertisements and
2 disclosures as to the real-time driving insurance service were created and disseminated from.

3 **JURISDICTION AND VENUE**

4 10. This Court has subject-matter jurisdiction over this action pursuant to Cal. Code
5 Civ. Proc. § 410.10 and Article VI, § 10 of the California Constitution.

6 11. Plaintiff has standing to bring this action pursuant to the California Unfair
7 Competition Law, California Business and Professions Code § 17200, *et seq.* ("UCL"); the
8 common law; and the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS
9 505/2, *et seq.* ("ICFA").

10 12. This Court has personal jurisdiction over Defendant and venue is proper in this
11 Court because Defendant maintains its headquarters in Fremont, California.

12 **COMMON FACTUAL ALLEGATIONS**

13 14. Defendant is a subsidiary of one of the largest vehicle manufacturers in the nation,
14 Tesla, and provides automotive insurance coverage for Tesla vehicles.

15 15. Specifically, Defendant provides usage-based insurance to Tesla drivers that adjusts
16 the premiums that drivers pay based on their driving habits.

17 16. Defendant advertises its usage-based insurance as "Insurance You Control" and
18 promotes it as different from other insurance products because it "base[s] your premium on how
19 you drive" and "reward[s] safe driving." Defendant further states that the insurance premiums are
20 based on "Real-time driving data" that is used to "calculate your Safety Score."³

21 17. The way that Defendant's usage-based insurance works is that when a new Tesla
22 driver signs up for Defendant's insurance, he or she is assigned an initial "Safety Score" of 90,
23 within a range of 0–100. For the first two months, the driver pays the initial premium based on the
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³ www.tesla.com/insurance (last accessed September 25, 2023).

1 initial Safety Score of 90. After the first month of driving, a new premium is calculated for the
2 third month based on the driver's driving habits. From there on, each consecutive month Defendant
3 generates a new premium based on the driver's driving habits from the previous month.

4 17. As stated above, the safety score is calculated by looking at five common safety
5 factors that are collected from insureds' Tesla vehicles: (1) Forward Collision Warning alerts; (2)
6 Hard Braking events; (3) Aggressive Turning events; (4) Unsafe Following events; and (5) Forced
7 Autopilot Disengagement events
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9 18. However, due to the advanced and still in development technology that powers
10 Tesla's semi-autonomous driving features, including the safety features that Defendant's Safety
11 Score tracks, some of the features do not always work as intended.

12 19. Specifically, numerous Tesla drivers have reported suffering sporadic and random
13 Forward Collision Warnings when there is no danger in sight or any car or object in front to signify
14 the danger supposedly detected.
15

16 20. In addition, other Tesla drivers have also observed Forward Collision Warnings
17 reflected in their Safety Score without ever experiencing any warning while driving their vehicle.

18 21. Crucially, Defendant calculates the number of Forward Collision Warnings per
19 1,000 miles and these false Forward Collision Warnings result in immediate downgrades of
20 Defendant's insureds' Safety Scores. This in turn results in higher premiums. The effect is
21 particularly pronounced for Tesla drivers who only occasionally drive and who only have the next
22 30 days to try to average more miles with the hopes to boost their Safety Scores by not having any
23 Forward Collision Warnings appear.
24

25 22. As such, Defendant has engaged in unfair conduct by charging its customers
26 inflated insurance premiums that are not actually based on their driving behavior and fail to account
27 for false Forward Collision Warnings.
28

1 23. In addition, by doing so, Defendant has breached the implied covenant of good faith
2 and fair dealing by abusing its discretion to adjust insurance premiums and adjusting such
3 premiums based on false Forward Collision Warnings.

4 24. Plaintiff and other customers would not have purchased their insurance from
5 Defendant and paid the premiums that they did, or would have paid materially less for it, had they
6 known that their insurance premiums would be based on false Forward Collision Warnings that
7 they did not actually cause and had no control over.

8 25. As a result, Plaintiff and other members of the Class have suffered damages and
9 concrete harm through payment of inflated premium fees to Defendant that they cannot recover.

10
11 **FACTS SPECIFIC TO PLAINTIFF**

12 26. Plaintiff Ricky Stephens owns a 2018 Tesla Model S.

13 27. Plaintiff's Model S is insured by Defendant and enrolled in Defendant's usage-
14 based safety discount program for which Plaintiff pays for in full.

15 28. Like many other Tesla models (3, X, Y, and S), Plaintiff's Model S has on numerous
16 occasions experienced false Forward Collision Warnings when there was no danger in sight or any
17 car in front. As a result, Plaintiff's monthly premium for the Model S he insured with Defendant
18 has increased since when he first signed up as his Safety Score has decreased due to the false
19 Forward Collision Warnings.
20

21 29. Plaintiff's individual Safety Score also features random Forward Collision Warning
22 events when he did not even experience any such warnings while driving his Model S. These false
23 Forward Collision Warnings have significantly affected his monthly premium for the Model S as
24 his Safety Score has decreased as a result of them.
25

26 30. Defendant has failed to implement any steps to account for the false Forward
27 Collision Warnings that Plaintiff has experienced in his vehicle.
28

1 31. Plaintiff reviewed the disclosures and advertisements on Defendant's website
2 regarding its insurance being based on his actual driving behavior and that it would "reward[] safe
3 driving."

4 32. Had Plaintiff known Defendant would not adjust his premium based on his actual
5 driving habit as promised, and that he would have to pay an inflated premium based on false
6 Forward Collision Warnings, he would not have purchased Defendant's insurance or paid the
7 premiums that he did, or would have paid materially less for the insurance. Further, Plaintiff did
8 not receive the benefit of his bargain with Defendant as he did not receive insurance whose costs
9 were based on his actual driving habits.
10

11 **CLASS ACTION ALLEGATIONS**

12 33. Plaintiff brings this action on behalf of a Class and Subclass of similarly situated
13 individuals, pursuant to Cal. Code Civ. Proc. § 382, Cal. Civ. Code § 1781, and Cal. Bus. & Prof.
14 Code § 17203, defined as follows:

- 15 (i) The Class: All individuals in Arizona, Colorado, Illinois, Maryland, Minnesota,
16 Nevada, Ohio, Oregon, Texas, Utah, and Virginia who, within the applicable
17 limitations period, purchased usage-based insurance from Defendant for their Tesla
18 vehicle.
- 19 (ii) The Illinois Subclass: All individuals in the State of Illinois who, within the
20 applicable limitations period, purchased usage-based insurance from Defendant for
21 their Tesla vehicle.

22 34. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of
23 the other members of the Class and Subclass (collectively, the "Class"). Plaintiff has retained
24 counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff
25 and his counsel are committed to vigorously prosecuting this action on behalf of the other Class
26 and Subclass members, and have the financial resources to do so. Neither Plaintiff nor his counsel
27 have any interest adverse to those of the other members of the Class or Subclass.
28

1 35. **Predominance & Superiority.** Absent a class action, most Class and Subclass
2 members would find the cost of litigating their claims to be prohibitive and would have no effective
3 remedy. The class treatment of common questions of law and fact is superior to multiple individual
4 actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and
5 promotes consistency and efficiency of adjudication.

6 36. **Final Declaratory or Injunctive Relief.** Defendant has acted and failed to act on
7 grounds generally applicable to the Plaintiff and the Class and Subclass members, requiring the
8 Court's imposition of uniform relief to ensure compatible standards of conduct toward the Class
9 and Subclass members, and making injunctive or corresponding declaratory relief appropriate for
10 the Class and Subclass as a whole.

11 37. **Typicality.** The factual and legal basis of Defendant's liability to Plaintiff and to
12 the other Class and Subclass members are the same, resulting in injury to the Plaintiff and to all of
13 the other members of the Class and Subclass. Plaintiff and the other members of the Class and
14 Subclass have suffered harm and damages as a result of Defendant's unlawful and wrongful
15 conduct.
16

17 38. **Numerosity.** Upon information and belief, there are hundreds, if not thousands, of
18 Class and Subclass members such that joinder of all members is impracticable.
19

20 39. **Commonality.** There are many questions of law and fact common to the claims of
21 Plaintiff and the other members of the Class and Subclass, and those questions predominate over
22 any questions that may affect individual members of the Class and Subclass. Common questions
23 for the Class and Subclass include, but are not limited to, the following:
24

- 25 a) Whether Defendant charges inflated policy premiums based on false Forward
26 Collision Warnings;
- 27 b) Whether Defendant fails to charge policy premiums based on drivers actual driving
28 behavior;

- 1 c) Whether Defendant’s conduct constituted unfair or deceptive trade practices under
2 States’ consumer protection laws;
- 3 d) Whether Defendant breached its covenant of good faith and fair dealing with its
4 insureds to provide insurance policy premium adjustments based on their actual
5 driving habits;
- 6 e) Whether Defendant was unjustly enriched as a result of charging inflated auto
7 insurance premiums based on false Forward Collision Warnings;
- 8 f) The proper measure and calculation of damages; and
- 9 g) Whether Defendant should be enjoined from engaging in such conduct in the future.

10
11 **FIRST CAUSE OF ACTION**

12 **Unlawful and Unfair Business Practices in Violation of the UCL and other similar states’
13 consumer protection laws**

14 **(On behalf of Plaintiff and the Class members)**

15 40. Plaintiff incorporates by reference all of the foregoing allegations as though fully
16 set forth herein.

17 41. Plaintiff and Defendant are “persons” within the meaning of the UCL Cal. Bus. &
18 Prof. Code § 17201.

19 42. California’s Unfair Competition Law, Business & Professions Code, § 17200, *et*
20 *seq.* (“UCL”) - as well as materially identical consumer protection statutes enacted in other states
21 where Tesla Insurance is provided by Defendant – Illinois (Ill. Comp. Stat. § 815 ILCS 505/1 *et*
22 *seq.*), Arizona (AZ. Rev. Stat. 44-1521 *et seq.*), Colorado (CO. Rev. Stat. § 6-1-105 *et seq.*),
23 Maryland (MD. Comm. Code § 13-301), Minnesota (Minn. Stat. §§ 325F.67, 325F.68 *et seq.*),
24 Nevada (NV. Rev Stat § 598 *et seq.*), Ohio (Ohio Rev. Code § 1345.01 *et seq.*), Oregon (OR. Rev.
25 Stat. § 646.605-646.656), Texas (Tex. Bus. & Com. Code § 17. 01 *et seq.*); Utah (UT. Code Ann.
26 § 13-11-1 *et seq.*), and Virginia (VA Code Ann. T. 59.1 *et seq.*) – prohibits deceptive acts and
27 practices in the sale and marketing of services such as Defendant’s insurance.
28

1 43. Defendant’s conduct as alleged herein occurred in the course of trade or commerce.

2 44. Defendant promised in its insurance agreements with Plaintiff and the other Class
3 members that it will price its insurance policies based on an assessment of their actual driving
4 behavior.

5 45. Defendant also promised on its website that it “Rewards Safe Driving” and that
6 Plaintiff’s and the other Class members’ insurance premiums will be based on real-time driving
7 behavior.⁴

8 46. However, contrary to these express representations, Defendant charged Plaintiff and
9 the other members of the Class inflated premiums that were not based on their actual driving habits
10 and were instead based on false Forward Collision Warnings.

11 47. Defendant failed to take steps to ensure that false Forward Collision Warnings did
12 not impact Plaintiff’s and the other Class members’ insurance premiums.

13 48. Defendant’s conduct was deceptive and in violation of California’s and other states’
14 consumer protection laws as Defendant promised to provide Plaintiff and the other Class members
15 insurance that was based on their actual driving behavior when, in fact, Defendant charged
16 insurance premiums that were based on false Forward Collision Warning events.

17 49. Specific to Plaintiff’s claims under California’s UCL, Defendant’s conduct
18 constitutes a deceptive and unfair practice because it was in violation of California’s Insurance
19 Code § 790.03 which prohibits any entity engaged in the business of insurance from “disseminating
20 . . . any statement . . . which is untrue, deceptive, or misleading[.]”
21

22 50. By charging consumers for inflated insurance premiums, Defendant’s actions
23
24 unfairly imposed additional, unlawful costs on the Plaintiff and the other members of the Class.
25
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⁴ www.tesla.com/insurance (last accessed September 25, 2023).

1 51. Defendant’s conduct of advertising that its insurance premiums would be based on
2 drivers’ actual driving behavior but in fact charging inflated insurance premiums based on false
3 Forward Collision Warnings offends public policy, has caused and continues to cause substantial
4 injury to consumers, and constitutes an unfair and deceptive trade practice.

5 52. As a direct and proximate result of Defendant’s false, and unfair and deceptive
6 conduct, Plaintiff and the other members of the Class have suffered concrete harm and actual
7 damages as described above.

8 53. Pursuant to Bus. & Prof. Code § 17203, Plaintiff seeks an injunction enjoining
9 Defendant from continuing to engage in the conduct described above as Defendant’s wrongful
10 conduct is ongoing.

11 54. Plaintiff also seeks rescission and an order requiring Defendant to make full
12 restitution and to disgorge its ill-gotten gains wrongfully obtained from members of the Class as
13 permitted by Bus. & Prof. Code § 17203.

14 55. Additionally, Plaintiff and the Class members seek an order requiring Defendant to
15 pay attorneys’ fees pursuant to Cal. Civ. Code § 1021.5.

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18 **SECOND CAUSE OF ACTION**
19 **Breach of Contract**
20 **(On Behalf of Plaintiff and the Class members)**

21 56. Plaintiff incorporates by reference all of the foregoing allegations as though fully
22 set forth herein.

23 57. The insurance policies Defendant issued to Plaintiff and the other members of the
24 Class are contracts entered into between Plaintiff and Defendant.

25 58. Plaintiff and the other members of the Class performed under those contracts by
26 paying the policy premiums.

27 59. The contracts entered into between Plaintiff and the other members of the Class and
28 Defendant specifically provided that Defendant would collect “vehicle data related to your

1 driving,” including specifically “forward collision warnings” that would be “used to price your
2 policy” and “provide you with a personalized Safety Score.” They also state that Defendant “use[s]
3 automated processing based on the vehicle data collected to be able to calculate the monthly
4 insurance premium[.]”

5 60. Defendant had broad and exclusive discretion as to how it effectuated the above
6 contract provisions and interpreted the vehicle data that it collected to calculate Plaintiff’s and the
7 other Class members Safety Scores.
8

9 61. Under Arizona, Colorado, Illinois, Maryland, Minnesota, Nevada, Ohio, Oregon,
10 Texas, Utah, and Virginia laws, where Defendant provides insurance to the Class members, a
11 covenant of fair dealing and good faith is implied into every contract.

12 62. By failing to calculate Plaintiff’s and the other Class members’ Safety scores based
13 on their actual driving habits and putting safeguards in place to ensure that false Forward Collision
14 Warnings were not the basis of insurance premium adjustments, Defendant abused its contractual
15 discretion and acted in a manner inconsistent with the reasonable expectations of Plaintiff and the
16 Class members.
17

18 63. As such Defendant has breached the implied covenant of good faith and fair dealing.

19 64. As a direct and proximate result of Defendant’s breach of the implied covenant of
20 good faith and fair dealing, Plaintiff and the other members of the Class, have suffered actual,
21 concrete harm in the amount of inflated insurance premiums that they paid and are entitled to
22 recover compensatory and consequential damages in an amount to be determined at trial.
23

24 **THIRD CAUSE OF ACTION**
25 **Deceptive and Unfair Acts or Practices in Violation of the ICFA**
26 **(on behalf of Plaintiff and the Illinois Subclass members)**

27 65. Plaintiff incorporates by reference all of the foregoing allegations as though fully
28 set forth herein.

1 66. Plaintiff and the other members of the Subclass are “consumers” or “persons,” as
2 defined under the ICFA.

3 67. Defendant’s conduct as alleged herein occurred in the course of trade or commerce.

4 68. The ICFA prohibits deceptive acts and practices in the sale and marketing of
5 services such as Defendant’s insurance.

6 69. Defendant promised in its insurance agreements with Plaintiff and the other
7 Subclass members that it will price their policies based on an assessment of their driving behavior.

8 70. Specifically, Plaintiff’s and the other Subclass members insurance agreements with
9 Defendant state that their policy is “price[d]” based on “vehicle data related to your driving”
10 including “forward collision warnings” and that Defendant uses “automated processing based on
11 vehicle data collected” to “calculate the monthly insurance premium[.]”
12

13 71. Furthermore, Defendant’s website for its driving behavior based insurance that
14 Plaintiff and all other members of the Subclass had to visit in order to enroll advertises that “We
15 use existing technology in our vehicles to track your real-time driving behavior,” that Defendant
16 “base[s] your premium on how you drive,” and that its insurance would “Reward[] Safe Driving.”⁵
17

18 72. However, instead of basing Plaintiff’s and other Subclass members’ premiums
19 based on their actual driving behavior, Defendant charged Plaintiff and the other members of the
20 Subclass inflated premiums that were not based on their actual driving habits and were instead
21 based on false Forward Collision Warnings.

22 73. Defendant also failed to take steps to ensure that false Forward Collision Warnings
23 did not impact Plaintiff’s and the other Subclass members’ insurance premiums.

24 74. Defendant’s conduct was deceptive in violation of the ICFA as Defendant promised
25 to provide Plaintiff and the other Subclass members insurance that was based on their actual driving
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⁵ www.tesla.com/insurance (last visited September 25, 2023).

1 behavior when, in fact, Defendant charged insurance premiums that were based on false Forward
2 Collision Warning events.

3 75. Defendant's conduct also constitutes an "unfair practice" under the ICFA as
4 Defendant's conduct of charging inflated insurance premiums based on driving events that never
5 occurred offends public policy, and has caused and continues to cause substantial injury to
6 consumers such as Plaintiff and the other members of the Subclass, and constitutes an unfair and
7 deceptive trade practice.
8

9 76. As a direct and proximate result of Defendant's false, and unfair and deceptive
10 conduct, Plaintiff and the other members of the Subclass have suffered concrete harm and actual
11 damages as described above.

12 77. Defendant's conduct is in violation of the ICFA, and pursuant to 815 ILCS 505/10a
13 Plaintiff and the other members of the Subclass are entitled to damages in an amount to be proven
14 at trial, reasonable attorney's fees, injunctive relief prohibiting Defendant's deceptive and unfair
15 conduct going forward, and any other penalties or awards that may be appropriate under applicable
16 law.
17

18 **FOURTH CAUSE OF ACTION**
19 **Unjust Enrichment**
(on behalf of Plaintiff and the Class members)

20 78. Plaintiff incorporates by reference all of the allegations in paragraphs 1-39 as
21 though fully set forth herein.

22 79. By over-charging Plaintiff and the other Class members inflated insurance
23 premiums that were based on false Forward Collision Warning instead of their actual driving
24 behavior, Defendant has retained a benefit to the detriment of Plaintiff and the other Class
25 members. This benefit is measurable by the money that Plaintiff and the other Class members have
26 over-paid in premiums due to the false Forward Collision Warnings.
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8 *Counsel for Plaintiff and the Putative Class Members*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ALAMEDA**

11 RICKY STEPHENS, individually and on) Case No. 23CV031800
12 behalf of similarly situated individuals,)
13 Plaintiff,) Assigned to: Hon. Brad Seligman
14) Department: 23
15) Complaint Filed: April 10, 2023
16 v.)
17) **PROOF OF SERVICE BY**
18) **ELECTRONIC MAIL**
19 TESLA INSURANCE SERVICES, INC., a)
20 California corporation,)
21 Defendant.)

22 **PROOF OF SERVICE BY ELECTRONIC MAIL**

23 I am employed in the City and County of Cook, State of Illinois and am a member of the
24 bar of this court. I am over the age of eighteen years and not a party to the within action. My
25 business address is McGuire Law, P.C., 55 W. Wacker. Dr., 9th Fl., Chicago, IL 60601.

26 On September 26, 2023 I served a true and correct copy of the following document
27 described as:

28 **PLAINTIFF'S FIRST AMENDED COMPLAINT**

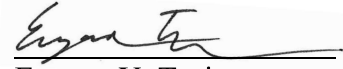
by ELECTRONIC SERVICE, by transmitting on this date via e-mail a true and correct copy in
Adobe PDF format to the below counsel of record for Defendant. The transmission was reported
as complete and without error.

R. Wardell Loveland
rloveland@chdlawyers.com
Min K, Kang
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CODDINGTON, HICKS & DANFORTH

1 555 Twin Dolphin Drive, Suite 300
2 Redwood City, CA 94065

3 I declare under penalty of perjury under the laws of the State of California that the above
4 is true and correct.

5 Executed on September 26, 2023, at Chicago, Illinois

6 
7 Eugene Y. Turin