

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA
 191 North First Street
 San José, California 95113

SMALL CLAIMS CASE NO.: 23SC089149

NOTICE TO ALL PLAINTIFFS AND DEFENDANTS:

Your small claims case has been decided. If you lost the case, and the court ordered you to pay money, your wages, money, and property may be taken without further warning from the court. Read the back of this sheet for important information about your rights.

AVISO A TODOS LOS DEMANDANTES Y DEMANDADOS:

Su caso ha sido resuelto por la corte para reclamos judiciales menores. Si la corte ha decidido en su contra y ha ordenado que usted pague dinero, le pueden quitar su salario, su dinero, y otras cosas de su propiedad, sin aviso adicional por parte de esta corte. Lea el reverso de este formulario para obtener información de importancia acerca de sus derechos.

PLAINTIFF/DEMANDANTE (Name, street address, and telephone number of each):

Denis Krupennikov
1010 Clark Ave
Mountain View CA 94040

Telephone No.

Tatiana Don
1010 Clark Ave
Mountain View CA 94040

Telephone No.

DEFENDANT/DEMANDADO* (Name, street address, and telephone number of each):

Tesla Motors Inc
Serve on CT Corporation System
330 N Brand Blvd Ste 700
GLENDALE CA 91203

Telephone No.:

Telephone No.

☐ See attached sheet for additional plaintiffs and defendants

Date of Hearing: May 24, 2023

Hearing officer: Christine Copeland

NOTICE OF ENTRY OF JUDGMENT

Judgment was entered as checked below on 05/24/2023

1. ☒ **Defendant (name, if more than one): Tesla Motors, Inc.**
shall pay plaintiff (name, if more than one): Denis Krupennikov; Tatiana Don
\$1,000.00 principal and: \$82.05 costs on plaintiff's claim. TOTAL \$1,082.05
2. ☐ Defendant does not owe plaintiff any money on plaintiff's claim.
3. ☐ Plaintiff (name, if more than one): Denis Krupennikov; Tatiana Don
 shall pay defendant (name, if more than one): Tesla Motors, Inc.
 \$ principal and: \$ costs on defendant's claim.
4. ☐ Plaintiff does not owe defendant any money on defendant's claim
5. ☐ Possession of the following property is awarded to plaintiff (describe property):
6. ☐ Payments are to be made at the rate of: \$ per (specify period): beginning on (date) and on the (specify day): day of each month thereafter until paid in full. If any payment is missed, the entire balance may become due immediately.
7. ☐ Dismissed in court ☐ with prejudice. ☐ without prejudice
8. ☐ Attorney-Client Fee Dispute (Attachment to Notice of Entry of Judgment) (form SC-132) is attached.
9. ☐ Other (specify):
10. ☐ This judgment results from a motor vehicle accident on a California highway and was caused by the judgment debtor's operation of a motor vehicle. If the judgment is not paid, the judgment creditor may apply to have the judgment debtor's driver's license suspended.
11. Enforcement of the judgment is automatically postponed for 30 days or, if an appeal is filed, until the appeal is decided.
12. ☐ This notice was personally delivered to (insert name and date):
13. **CLERK'S CERTIFICATE OF MAILING—I certify that I am not a party to this action. This Notice of Entry of Judgment was mailed first class, postage prepaid, in a sealed envelope to the parties at the addresses shown above. The mailing and this certification occurred at the place and on the date shown below.**

Place of mailing: San Jose, California

MELANIE BUENO

Date of mailing: 05/26/2023

Clerk, by _____, Deputy
 Melanie Bueno

The county provides small claims advisor services free of charge. Read the information sheet on the reverse.

INFORMATION AFTER JUDGMENT**INFORMACION DESPUES DEL FALLO DE LA CORTE**

Your small claims case has been decided. The **judgment** or decision of the court appears on the front of this sheet. The court may have ordered one party to pay money to the other party. The person (or business) who won the case and who can collect the money is called the **judgment creditor**. The person (or business) who lost the case and who owes the money is called the **judgment debtor**.

Enforcement of the judgment is postponed until the time for appeal ends or until the appeal is decided. This means that the judgment creditor cannot collect any money or take any action until this period is over. Generally, both parties may be represented by lawyers after judgment.

IF YOU LOST THE CASE . . .

1. If you lost the case on your own claim and the court did not award you any money, the court's decision on your claim is **FINAL**. You may not appeal your own claim.
2. If you lost the case and the court ordered you to pay money, your money and property may be taken to pay the claim unless you do one of the following things:

a. PAY THE JUDGMENT

The law requires you to pay the amount of the judgment. You may pay the judgment creditor directly, or pay the judgment to the court for an additional fee. You may also ask the court to order monthly payments you can afford. Ask the clerk for information about these procedures.

b. APPEAL

If you disagree with the court's decision, you may appeal the decision *on the other party's claim*. You may not appeal the decision on your own claim. However, if any party appeals, there will be a new trial on *all* the claims. If you appeared at the trial, you *must* begin your appeal by filing a form called a *Notice of Appeal* (form SC-140) and pay the required fees within 30 days after the date this *Notice of Entry of Judgment* was mailed or handed to you. Your appeal will be in the superior court. You will have a **new trial** and you must present your evidence again. You may be represented by a lawyer.

c. VACATE OR CANCEL THE JUDGMENT

If you did not go to the trial, you may ask the court to vacate or cancel the judgment. To make this request, you must file a *Motion to Vacate the Judgment* (form SC-135) and pay the required fee *within 30 days* after the date this *Notice of Entry of Judgment* was mailed. If your request is denied, you then have 10 days from the date the notice of denial was mailed to file an appeal. The period to file the *Motion to Vacate the Judgment* is 180 days if you were *not properly served* with the claim. The 180-day period begins on the date you found out or should have found out about the judgment against you.

IF YOU WON THE CASE . . .

1. If you were sued by the other party and you won the case, then the other party may not appeal the court's decision.
2. If you won the case and the court awarded you money, here are some steps you may take to collect your money or get possession of your property:

a. COLLECTING FEES AND INTEREST

Sometimes fees are charged for filing court papers or for serving the judgment debtor. These extra costs can become part of your original judgment. To claim these fees, ask the clerk for a *Memorandum of Costs*.

b. VOLUNTARY PAYMENT

Ask the judgment debtor to pay the money. If your claim was for possession of property, ask the judgment debtor to return the property to you. **THE COURT WILL NOT COLLECT THE MONEY OR ENFORCE THE JUDGMENT FOR YOU.**

c. STATEMENT OF ASSETS

If the judgment debtor does not pay the money, the law requires the debtor to fill out a form called the *Judgment Debtor's Statement of Assets* (form SC-133). This form will tell you what property the judgment debtor has that may be available to pay your claim. If the judgment debtor willfully fails to send you the completed form, you may file an *Application and Order to Produce Statement of Assets and to Appear for Examination* (form SC-134) and ask the court to give you your attorney's fees and expenses and other appropriate relief, after proper notice, under Code of Civil Procedure section 708.170.

d. ORDER OF EXAMINATION

You may also make the debtor come to court to answer questions about income and property. To do this, ask the clerk for an *Application and Order for Appearance and Examination (Enforcement of Judgment)* (form EJ-125) and pay the required fee. There is a fee if a law officer serves the order on the judgment debtor. You may also obtain the judgment debtors financial records. Ask the clerk for the *Small Claims Subpoena and Declaration* (form SC-107) or *Civil Subpoena Duces Tecum* (form SUBP-002).

e. WRIT OF EXECUTION

After you find out about the judgment debtor's property, you may ask the court for a *Writ of Execution* (form EJ-130) and pay the required fee. A writ of execution is a court paper that tells a law officer to take property of the judgment debtor to pay your claim. Here are some examples of the kinds of property the officer may be able to take: **wages, bank account, automobile, business property, or rental income**. For some kinds of property, you may need to file other forms. See the law officer for information.

f. ABSTRACT OF JUDGMENT

The judgment debtor may own land or a house or other buildings. You may want to put a lien on the property so that you will be paid if the property is sold. You can get a lien by filing an *Abstract of Judgment* (form EJ-001) with the county recorder in the county where the property is located. The recorder will charge a fee for the *Abstract of Judgment*.

NOTICE TO THE PARTY WHO WON: As soon as you have been paid in full, you must fill out the form below and mail it to the court immediately or you will be fined. If an Abstract of Judgment has been recorded, you must use another form; see the clerk for the proper form.

SMALL CLAIMS NO.: 23SC089149

ACKNOWLEDGEMENT OF SATISFACTION OF JUDGMENT
(Do not use this form if an Abstract of Judgment has been recorded.)

To the Clerk of the Court:

I am the ☐ judgment creditor☐ assignee of record.

I agree that the judgment in this action has been paid in full or otherwise satisfied.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE)

Order Issued
on Submitted Matter

Case Name: Don and Krupennikov v. Tesla Motors, Inc.
Case Number: 23SC089149
Date of hearing: 5/24/23

Plaintiffs jointly purchased and held title to the used Tesla at issue, so have standing to bring the claim. The claim was filed timely and venue is correct. Tesla was properly served and appeared.

The warranty in effect covered Plaintiffs as subsequent purchasers and promised "repair or replacement necessary to correct defects in materials or workmanship of any parts manufactured or supplied by Tesla." Plaintiffs purchased the "Autopark" add-on feature for \$4000.00 after they purchased the used Tesla. On 5/19/21, Plaintiff/driver Don engaged the Autopark feature to parallel park curbside in a residential neighborhood. It was daytime, clear and there was plenty of room to park in the area selected. While on Autopark, the Tesla misjudged the distance between it and a Lexus already parallel parked curbside and it hit the rear drivers-side area of the Lexus. Plaintiffs furnished Tesla-embedded video, from two different angles, showing the incident. They also furnished a Tesla-embedded "computer crash log" which shows that Plaintiff/driver Don braked a few seconds after (a normal reaction time) the Tesla unexpectedly hit the parked Lexus. Plaintiff Don testified that she had used the Autopark feature before without incident.

Defendant's testimony was underwhelming as to why the parking feature is described as "auto" if it is actually only a "driver assist" function. Defendant's written disclaimers and user manual instructions that "auto" does not excuse the driver's need to be on "stand-by" status and resume driving when circumstances dictate does nothing to explain why the terminology "assist" is not used instead of the stronger "auto" which connotes the vehicle parks on a driver-free basis. At best, the "auto" descriptor is a careless mislabeling of the Autopark feature; at worst, it is an intentionally misworded advertising gimmick that gives Tesla drivers false information about the vehicle's actual capabilities. Either way, **Defendant has insufficient evidence that the accident here was due to driver error.**

Plaintiffs ask the Court to order reimbursement for what they paid to the Lexus owner, but they submitted no proof of that payment. Plaintiffs also want the Court to order reimbursement for what they paid to fix their Tesla after the 5/19/21 parking incident, however, they never repaired it. They no longer own the Tesla, as it was deemed totaled after an 11/16/21 accident. Plaintiffs testified that their insurance company gave them a smaller fair market value payout because the 5/19/21 parking damages were offset from their settlement amount. Plaintiffs did submit a few pages of a repair estimate for the 5/19/21 damages, but the page showing what repairs would cost was missing.

To acknowledge the malfunction issue and in consideration of Defendant's mislabeling the feature as being automatic when in fact it is not such, the Court will award the amount below. Plaintiffs shall recover on a joint and several basis.

	<u>Plaintiffs are owed</u>
Demand	\$ 1000.00
Costs	\$ 67.05 + 15.00
Total	\$ 1082.05

Dated: 5/24/23

Defendant is owed (only if Defendant filed a claim)

\$ _____
\$ _____
\$ _____


COMMISSIONER CHRISTINE COPELAND

The clerk shall attach this page to the Judgment.