A. Louis Dorny (CA 212054)
ldorny@tesla.com
Alex Hanna (DC 975725 / *pro hac to be filed*)
alehanna@tesla.com
CA Reg. In-House Counsel
Aengus Carr (CA 240953)
aecarr@tesla.com
TESLA, INC.
3000 Hanover St.
Palo Alto, CA 94304
Tel: 510-298-8516

Attorneys for Plaintiff
TESLA, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
_____DIVISION

TESLA, INC., Plaintiff, v. EVJECT, INC. Defendant.	Case No. **COMPLAINT FOR:** **1. Federal False Advertising (15 U.S.C. § 1125(a)(1)(B))** **2. Federal Trademark Dilution (15 U.S.C. § 1125(c))** **3. Violation of California Bus. & Prof. Code § 17500** **4. Violation of California Bus. & Prof. Code § 17200**

Plaintiff Tesla, Inc. ("Tesla"), by way of its Original Complaint against EVject, Inc., ("EVject") states and alleges as follows:

NATURE OF ACTION

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

2. In November 2022, Tesla announced it was releasing this connector as a new standard, called the North America Charging Standard ("NACS"). Today, the NACS standard is governed by the Society of Automotive Engineers ("SAE") and is formally known as NACS SAE J3400. NACS has been adopted in North America by all large automakers, charging equipment manufacturers, and charging station operators, with new vehicles and charging equipment transitioning to the NACS by 2026.

3. Defendant EVject promotes, sells, and distributes a dangerous product intended for use on Tesla's Supercharging network. Although advertised as "safe[]" and "works seamlessly with [an] electric vehicle's built-in safety systems," Defendant's dangerous product is sold as a NACS "breakaway charging connector" marketed to electric vehicle owners who want to charge their Tesla vehicle at Tesla's Supercharger network and "easily escape," without leaving their vehicle (hereinafter "EVject Escape Connector"). *See* https://evject.com ("EVject is the only EV charging connector that allows you to safely disconnect and drive away in an emergency situation - without ever leaving your vehicle. Our patented breakaway technology works seamlessly with your electric vehicle's built-in safety systems, giving you the peace of mind to charge anywhere, anytime.") (last accessed July 11, 2024).

4. Plaintiff has conducted an analysis of the EVject Escape Connector and concluded that Defendant's EVject Escape Connector poses a high safety risk and foreseeably causes catastrophic injury to purchasers of the EVject Escape Connector, the public at large and/or causes property damage to Plaintiff's Supercharger infrastructure.

5. Defendant on its own website identifies "KNOWN ISSUES," including, but not limited to, "Car Body Interference," "Charge Port Flange Gap," and that the "EVject [Escape Connector] may **get hot** during Cybertruck [charging] sessions from 0-25%." *See* https://evject.com/pages/tesla-model-compatibility (last accessed July 11, 2024) (emphasis added).

6. Plaintiff has taken all reasonable actions and efforts to alert Defendant to the risk of harm and after exhausting efforts, seeks civil relief from this Court.

PARTIES

7. Plaintiff Tesla is a Texas corporation, having its principal place of business at 1 Tesla Road, Austin, Texas 78725.

8. On information and belief, Defendant EVject, Inc., is a Delaware corporation, having its principal place of business at 758 S. Automall Drive, Suite 18, American Fork, UT 84003. EVject's registered agent is National Registered Agents, Inc., 1209 Orange St., Wilmington, DE, 19801.

JURISDICTION AND VENUE

9. This is a civil action for federal false advertising under the Lanham Act, 15 U.S.C. § 1125(a)(1)(B), federal trademark dilution under the Lanham Act, 15 U.S.C. § 1125(c), false advertising under California Business and Professions Code § 17500, and unfair competition under California Business and Professions Code § 17200.

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

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

12. Venue in this district is proper under 28 U.S.C. §1391 because Defendant is subject to personal jurisdiction here, and Plaintiff has suffered injury in this district.

INTRADISTRICT ASSIGNMENT

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

FACTUAL BACKGROUND

A. Tesla's Business and History

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

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

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

B. Tesla's Trademarks

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

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
T Design 	06/15/2017	6251645	01/19/2021	09	(09) Solar energy equipment, namely, photo-voltaic solar modules in the shape of panels or roofing tiles for converting electromagnetic radiation into electrical energy; equipment for use in connection with collecting and converting solar energy into electricity, namely, inverters.
T Design 	02/11/2015	6029381	04/07/2020	09, 37, 42	(09) Wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storage and discharge of stored electricity for usage in entire dwellings and buildings; wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storing, and discharging stored electricity supplied by or to an

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					electric power grid or other source of electric power generation for stabilizing and meeting electricity demands and usage goals; computer software for monitoring, optimizing and regulating the storage, and discharge of stored energy to and from such wirelessly connected electric battery apparatus. (37) Installation, maintenance and repair and upgrading of wirelessly connected electric battery apparatus, and consulting related thereto, for the storage and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (42) Monitoring of wirelessly connected electric battery apparatus with embedded firmware and software for storing and supplying electricity to ensure proper functioning and programming for meeting electricity demands and usage goals; Design of electric battery systems comprised of wirelessly connected electric battery apparatus and supporting software, all for storage and discharge of stored electricity, in order to optimize the design efficiency, programming and configuration of said systems, and consulting services related thereto; Software as a service (SAAS) featuring software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; Providing online non-downloadable software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; Management of wirelessly connected electric battery apparatus with embedded software and firmware for the storage and discharge of stored electricity by programming and configuring software for electric battery apparatus; Installation, maintenance and repair and upgrading of remotely updateable computer software and firmware embedded in wirelessly connected electric battery apparatus, and consulting related thereto, for the storage and discharge of stored electricity for

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					stabilizing and meeting electricity demands and usage goals.
T Design 	07/21/2009	4560509	07/01/2014	12, 18	(12) Brake calipers for land vehicles; anti-skid chains, roof-racks, shock absorbers, springs, stabilizer bars, suspensions, all for vehicles; fitted covers for vehicles; semi-fitted covers for vehicles; trim panels for vehicle bodies. (18) Book bags; school bags.
T Design 	07/21/2009	4226096	10/16/2012	12, 21, 25, 37, 39, 40	(12) Apparatus for locomotion by land, air or water, namely, cars, boats, airplanes; electric automobiles; electric automobile parts, fully battery electric, high performance sports automobile; seats, upholstery, steering wheels, automobile wheel hubs; vehicle wheels; motor vehicle bodies; vehicles, namely, automobiles; motors; motor land vehicles; parts and fittings for motor land vehicles, namely, structural automobile parts and powertrain components. (21) Cups and mugs. (25) Articles of clothing, namely, t-shirts, shirts, jackets, hats; headgear, namely, sports hats, caps, sun visors. (37) Providing maintenance and repair services for automobiles. (39) Transportation and storage of automobiles. (40) Custom manufacture of vehicles.
T Design 	09/22/2022	7226629	11/21/2023	18	(18) Book bags; school bags; backpacks.
T Design 	04/12/2022	7055039	05/16/2023	26	(26) Belt buckles.
T Design 	02/15/2019	6322825	04/13/2021	28	(28) Model cars; toy cars; toy vehicles; toy vehicle play sets and accessories therefor; miniature toy models of vehicles, diecast toy vehicle models; scale size collector toy model vehicles.
T Design 	07/17/2015	4901891	02/16/2016	39	(39) Leasing of motor vehicles.

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
T Design 	05/27/2021	6958647	01/17/2023	43	(43) Restaurant services, pop-up restaurant services, self-service restaurant services, take-out restaurant services.
T Logo 	06/26/2023	7429137	06/25/2024	32	(32) Beer.
TESLA	04/17/2013	4554429	06/24/2014	09	(09) Batteries to supply electric power to motors for electric vehicles; wall-mounted electric power connector to charge electric automobiles; mobile plug-in electric power connector to charge electric automobiles; downloadable software in the nature of a mobile application for monitoring electric charge and status of vehicles and remote control of vehicle; downloadable software in the nature of vehicle operating system software.
TESLA	02/11/2015	6289537	03/09/2021	09, 36, 40, 42	(09) Wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storage and discharge of stored electricity for usage in dwellings and buildings; wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for storing, and discharging stored electricity supplied by or to an electric power grid or other source of electric power generation for stabilizing and meeting electricity demands and usage goals; computer software for monitoring, optimizing and regulating the storage, and discharge of stored energy to and from such wirelessly connected electric battery apparatus. (36) Financing services relating to wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for the storage, and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (40) Leasing of wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for the storage, and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (42) Monitoring of wirelessly connected electric battery apparatus with embedded firmware

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					and software for storing and supplying electricity to ensure proper functioning and programming for meeting electricity demands and usage goals; Design of electric battery systems comprised of wirelessly connected electric battery apparatus and supporting software, all for storage and discharge of stored electricity, in order to optimize the design efficiency, programming and configuration of said systems, and consulting services related thereto; Software as a service (SAAS) featuring software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; Providing online non-downloadable software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; Management of wirelessly connected electric battery apparatus with embedded software and firmware for the storage and discharge of stored electricity by programming and configuring software for electric battery apparatus; Installation, maintenance and repair and upgrading of remotely updateable computer software and firmware embedded in wirelessly connected electric battery apparatus, and consulting related thereto, for the storage and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals.
TESLA	04/17/2013	4443472	12/03/2013	12	(12) Automobiles and structural parts therefor.
TESLA	04/17/2013	4443471	12/03/2013	36	(36) Financing relating to automobiles.
TESLA	04/17/2019	6180977	10/20/2020	36	(36) Insurance agencies and brokerage in the field of automobile insurance; providing online information regarding financing an automobile, including insurance information and costs; insurance services, namely, underwriting, issuing and administration of automobile insurance; insurance services, namely, underwriting

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

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					usage goals. (40) Leasing of wirelessly connected electric battery apparatus with embedded remotely updateable software and firmware for the storage, and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals. (42) Monitoring of wirelessly connected electric battery apparatus with embedded firmware and software for storing and supplying electricity to ensure proper functioning and programming for meeting electricity demands and usage goals; design of electric battery systems comprised of wirelessly connected electric battery apparatus and supporting software, all for storage and discharge of stored electricity, in order to optimize the design efficiency, programming and configuration of said systems, and consulting services related thereto; software as a service (SAAS) featuring software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; providing online non-downloadable software for monitoring, optimizing and regulating the storage and discharge of stored energy to and from wirelessly connected electric battery apparatus; management of wirelessly connected electric battery apparatus with embedded software and firmware for the storage and discharge of stored electricity by programming and configuring software for electric battery apparatus; installation, maintenance and repair and upgrading of remotely updateable computer software and firmware embedded in wirelessly connected electric battery apparatus, and consulting related thereto, for the storage and discharge of stored electricity for stabilizing and meeting electricity demands and usage goals.
TESLA (Stylized) TESLA	07/21/2009	4560510	07/01/2014	12, 18, 27, 36	(12) Anti-skid chains, roof-racks, shock absorbers, springs, stabilizer bars, suspensions, all for vehicles; trim panels for vehicle bodies; brake calipers for land vehicles. (18) Book bags; school bags. (27) Mats. (36) Providing financial services

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					relating to automobiles, namely, automobile financing and lease-purchase financing; financing services for the purchase and leasing of motor vehicles; lease-purchase financing; credit services, namely, providing financing for motor vehicles; providing financial advice in the field of motor vehicles.
TESLA (Stylized) 	07/21/2009	4226099	10/16/2012	12, 21, 25, 37, 39, 40	(12) Apparatus for locomotion by land, namely, cars, electric automobiles; electric automobile parts; fully battery electric, high performance sports automobile; seats, automobile wheel hubs; vehicle wheels; upholstery, fitted covers for vehicles; semi-fitted covers for vehicles; steering wheels, motors; motor vehicle bodies; vehicles, namely, automobiles; motor land vehicles; parts and fittings for motor land vehicles, namely, structural automobile parts and powertrain components. (21) Cups and mugs. (25) Articles of clothing, namely, t-shirts, shirts, jackets, hats; headgear, namely, sports hats, caps, sun visors. (37) Providing maintenance and repair services for automobiles. (39) Transportation and storage of automobiles. (40) Custom manufacture of vehicles.
TESLA (Stylized) 	02/15/2019	6322823	04/13/2021	28	(28) Model cars; toy cars; toy vehicles; toy vehicle play sets and accessories therefor; miniature toy models of vehicles, diecast toy vehicle models; scale size collector toy model vehicles.
TESLA (Stylized) 	04/17/2019	6180979	10/20/2020	36	(36) Insurance agencies and brokerage in the field of automobile insurance; providing online information regarding financing an automobile, including insurance information and costs; insurance services, namely, underwriting, issuing and administration of automobile insurance; insurance services, namely, underwriting extended warranty contracts in the field of automobiles; insurance claims processing in the field of automobiles; providing vehicle insurance rate quotes.
TESLA (Stylized)	06/15/2017	6283401	03/02/2021	42	(42) Monitoring of solar panels and other equipment for use in converting solar energy into electricity to ensure proper functioning and programming for

Mark	App. Date	Reg. No.	Reg. Date	Cls.	Goods/Services
					meeting electricity demands and usage goals; monitoring of efficiency, production levels and other performance data of solar panels and other equipment for use in converting solar energy into electricity.
TESLA	05/27/2021	6958646	01/17/2023	43	(43) Restaurant services, pop-up restaurant services, self-service restaurant services, take-out restaurant services.

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

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

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

C. Tesla's Supercharging Network

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

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

23. Tesla invested heavily in electric vehicle charging infrastructure. As of January 2024, Tesla operates a network of 6,350 Supercharger stations with over 58,000 connectors. These

stations are primarily located in three regions: Asia Pacific (over 2,650), North America (over 2,500), and Europe (over 1,200).

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

D. North American Charging Standard

25. Tesla Superchargers make up three out of four fast chargers and have set the standard for EV charging in North America. This standard, known as the North American Charging Standard ("NACS"), has been adopted by all large automakers, with manufacturers and charge point operators transitioning to the NACS by 2025.

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

27. As of January 2024, most automakers in North America have pledged to switch to the North American Charging Standard (NACS). In February of 2024, Ford became the first automaker to offer a NACS adapter to customers, allowing Ford vehicles to charge with the adapter on a majority of Tesla's V3 and V4 chargers.

E. EVject Escape Connector

28. On information and belief, Defendant is engaged in e-commerce through its own website, as well as through third-party e-commerce platforms, *e.g.*, Amazon.com, EVANNEX, and Shopify. *See, e.g.*, https://evject.com/products/evject (offering for sale EVject Escape Connector, "Designed to fit **EVs and chargers with NACS connectors**" and "Works with Level 1, 2, and **DC fast charging**," for $299.00 USD, in Style: **NACS to NACS**; CCS1 to CCS1; and CCS2 to CCS2) (last accessed July 11, 2024); https://evannex.com/products/evject-breakaway-charging-adapter-for-tesla-owners (offering for sale "EVject Breakaway Charging Adapters **for Tesla Owners**") (last accessed July 11, 2024) (emphasis added).

29. Through e-commerce, Defendant has made and continues to make false or misleading statements concerning the safety and compatibility of its EVject Escape Connector on marketing materials. Specifically, the EVject Escape Connector website falsely advertises the EVject Escape Connector as safe and compatible, including as follows:

a) We specifically engineered the EVject and tested it to **deliver safety** you can count on, **including integration with your EV's built-in systems**. We're proud to say EVject **works seamlessly with** Level 1, Level 2, and **DC fast charging**.

b) The first iteration of the EVject is currently **built exclusively for NACS-enabled vehicles**.

c) EVject is the solution. A revolutionary connector acting as a circuit breaker, allowing you to fully stop the charging current from the safety of your car. Once you hit "Unlock Charge Port" on your dashboard, the flow of electricity stops**, and you are safe to drive away without ever leaving your car**. The EVject device will break in two, leaving one half to protect the charging wand as it falls to the ground, and you escape.

d) Experience a **safer EV charging experience** with EVject.

The statements as to safety and compatibility are false. *See* Exhibit "A" to Complaint.

30. Defendant made additional false statements in listings[1] at non-party Amazon.com's e-commerce platform, which are likely to mislead a prospective purchaser: "NACS Vehicle Compatibility: Fully compatible with all NACS vehicles, including [Tesla's] Cybertruck, Model Y, Model 3 (2019+), Model S (2022+), and Model X (2022+)."

31. Defendant EVject's statement that the design is "[f]ully compatible with all NACS vehicles" implies to any reasonable consumer a material factual assertion of safety, which is false. Such false or misleading statements have a substantial effect on interstate commerce.

[1] *See* Exhibit B to Complaint.

32. A customer(s) on Amazon.com publicly reviewed and criticized the EVject Escape Connector:

> "I have a 2022 Model y. I tried the EVject Tesla connector on both a v3 supercharger and a j1772 level 2 charger and multiple tries the Tesla says charging cable is still connect when you press unlock charging port. Really disappointed. Will be returning."

https://www.amazon.com/dp/B0D4TG69YM#customerReviews (June 19, 2024 Amazon Customer Review titled "Doesn't work," assigning 1 of 5 rating).

33. Plaintiff requested and paid for a third-party engineering team to conduct a design review, physical teardown, precision measurement, microscopy, and CT imaging of the EVject Escape Connector for analysis against relevant charging connector standard(s), J3400.

34. Plaintiff alleges the EVject Escape Connector's design and construction poses a high safety risk. For purposes of this analysis "high safety risk" means a major injury, fatality or fire is expected to occur during the lifetime of the device, for which no controls exist.

35. Plaintiff alleges that the EVject Escape Connector poses a high safety risk for at least the following reason(s):

(a) no over-temperature protection design nor devices in the Connector's construction. In the event of an over-temperature condition in the Connector, the lack of over-temperature protection creates a safety risk. Testing of high-current simulated charging through the Connector, utilized in conjunction with a Tesla Supercharger cable and Tesla EV charge port, demonstrated that surface temperatures of the Connector may reach as high as 100C, after 30 minutes of charging at 420 ADC. During an over-temperature event, a user of the Connector may be burned during (or following) charging by touching or grabbing the Connector. Additionally, the high temperature present in the Connector poses a risk of fire and ignition of other combustible materials in the charger cable, the vehicle connected to the Connector, and the Supercharger infrastructure.

(b) the Connector has DC charging receptacles, comprised of conductive petals, on the connector side that are susceptible to deformation or splaying during normal course of use,

which could introduce a resistive connection and pose a risk of excessive heating during charging. This buildup of heat at a degraded electrical connection can continue to increase if over-temperature protections are not present.

(c) standard J3400 specifies that the DC charging receptacles on the connector side shall be cylindrical in shape. By contrast, on the Connector they are conically shaped. An abnormal receptacle shape may not achieve proper mating with sufficient surface area to ensure a low-resistance electrical connection.

FIRST CLAIM FOR RELIEF
Federal False Advertising
(15 U.S.C. § 1125(a)(1)(B))

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

37. In its commercial advertising and promotion to potential customers, Defendant markets the EVject Escape Connector by stating compatibility with Plaintiff's Supercharger network. However, any use of the EVject Escape Connector on Plaintiff's Superchargers is highly unsafe and poses a high risk of injury to person and/or property. For example, the representations made in advertisements that "Our patented breakaway technology works seamlessly with your electric vehicle's built-in safety systems, giving you the peace of mind to charge anywhere, anytime" is materially false as it does not "work seamlessly" or at all with Plaintiff's built-in safety systems. In fact, the design and construction of the EVject Escape Connector is unsafe and introduces a high risk of harm.

38. Defendant's express representations violate Section 43(a) of the Lanham Act, which provides in relevant part that a "person who, or in connection with any goods or services . . . uses in commerce any . . . false or misleading description of fact or misleading representation of fact, which . . . in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial

activities shall be liable to a civil action by any person who believes that he or she is likely to be damaged by such act."

39. Defendant's promotional claims about EVject Escape Connector, alone as compatible with Plaintiff's Supercharger network, are material and made in interstate commerce through at least online e-commerce stores. The engineering design, manufacture and performance of high-voltage electrical equipment intended for daily use are of paramount importance to consumers of Tesla's Supercharging network when deciding to purchase a charging adapter.

40. Defendant's false and misleading statements have injured Plaintiff and/or such injury is imminent. For example, through Defendant's false and misleading commercial statements, including, but not limited to, statements concerning the components and safety of Defendant's EVject Escape Connector, users had the capacity of being misled or materially deceived, or indeed were misled or materially deceived, into purchasing Defendant's Escape Connector for use on vehicles connected to Plaintiff's Supercharging network. Users of Defendant's Escape Connector, including on Plaintiff's Supercharging network, are therefore at high risk of suffering injury to person or property, and Plaintiff's Supercharging network has or will be imminently damaged by such use, thus directly or proximately causing economic and reputational injury to Plaintiff.

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

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

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

SECOND CLAIM FOR RELIEF
Federal Trademark Dilution
(15 U.S.C. § 1125(C))

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

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

46. Defendant's commercial marketing of the EVject Escape Connector have caused or will foreseeably cause dilution by tarnishing the famous Tesla Marks and will otherwise impair the distinctiveness and/or harm the reputation of those trademarks. Defendant's conduct tarnishes and degrades the positive associations of the Tesla Marks.

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

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

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

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

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

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

52. Plaintiff repeats and hereby realleges the allegations above as if fully set forth herein.

53. Plaintiff brings this cause of action pursuant to CAL BUS. & PROF. CODE § 17535 in an individual capacity and not on behalf of the general public.

54. CAL. BUS. & PROF. CODE § 17500 provides that it is unlawful for any person, firm, corporation, or association to dispose of property or perform services, or to induce the public to enter into any obligation relating thereto, through the use of untrue or misleading statements.

55. CAL. BUS. & PROF. CODE § 17508 provides: "It shall be unlawful for any person doing business in California and advertising to consumers in California to make any false or misleading advertising claims."

56. Defendant's misleading statements violate CAL. BUS. & PROF. CODE §§ 17500 and 17508, and Plaintiff has acted in response to and reliance on the misleading statements made by Defendant regarding the EVject Escape Connector, including by expending time, money, and other resources to respond to these misleading statements.

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

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

FOURTH CLAIM FOR RELIEF
California Unlawful Trade Practice
(CAL. BUS. & PROF. CODE § 17200 *ET SEQ.*)

59. Plaintiff repeats and hereby realleges the allegations above as if fully set forth herein.

60. Pursuant to CAL. BUS. & PROF. CODE § 17200, unfair competition is "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." The false and misleading statements made by Defendant regarding the components and performance of its EVject Escape Connector on Plaintiff's Supercharging stations violate CAL. BUS. & PROF. CODE § 17200 *et. seq*. Defendant's misconduct was and is unlawful because, as described herein, its misconduct constitutes violations of numerous state and federal statutes. Defendant's conduct constitutes a violation of the Lanham Act, and thus as unlawful business conduct is separately actionable as a violation of CAL. BUS. & PROF. CODE § 17200 *et. seq.* Defendant's conduct is also otherwise unfair and therefore a violation of these provisions.

61. Defendant's conduct has caused Plaintiff damage in an amount to be determined at the trial herein, and, unless enjoined by this Court, Defendant's conduct will continue to cause Plaintiff irreparable damage for which Plaintiff has no adequate remedy at law.

62. Pursuant to CAL. BUS. & PROF. CODE § 17203, Plaintiff seeks an order of this Court compelling the Defendant to provide restitution, and to disgorge the monies to which Plaintiff is entitled but were instead collected and realized by Defendant as a result of its false and misleading statements and injunctive relief enjoining Defendant from making such false and misleading statements.

PRAYER AND RELIEF

WHEREFORE, Tesla respectfully requests that this Court enter:

(a) an order temporarily, preliminarily, and permanently enjoining Defendant, its agents, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with them, from directly or indirectly falsely or misleadingly advertising or promoting the EVject Escape Connector;

(b) an order temporarily, preliminarily, and permanently enjoining Defendant, its agents, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with them, from making or inducing others to make any false, misleading, or deceptive statement of fact, or representation of fact in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation or distribution of the EVject Escape Connector in such fashion as to suggest the Connector: allows a consumer to safely and quickly disconnect and drive away; "works seamlessly with . . . DC fast charging," including the Supercharger; ensures, as "patented" breakaway technology, a "seamless charging experience . . . making it the perfect EV charging adapter," including with the Supercharger; was "specifically engineered [] and tested to deliver safety you can count on, including integration with your EV's built-in systems";

(c) an order requiring that Defendant take corrective action to correct any erroneous impression persons may have derived concerning the nature, characteristics, or qualities of EVject Escape Connector, including without limitation the placement of corrective advertising;

(d) an order prohibiting importation of the EVject Escape Connector into the United States or admitted to entry at any customhouse of the United States as consistent with the authority under 15 U.S.C. § 1125(b).

(e) an order granting Plaintiff such other relief as the Court may deem appropriate to prevent the trade and public from deriving any erroneous impression concerning the nature, characteristics, qualities, or benefits of EVject Escape Connector;

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

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

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

DEMAND FOR JURY TRIAL

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

Dated: July 24, 2024

By: */s/ Louis Dorny*
A. Louis Dorny

Attorney for Plaintiff
TESLA, INC.