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15 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
16 **COUNTY OF ALAMEDA**

17
18 EDEN MEDEROS,
19 Plaintiff,
20 vs.

Case No. **21CV004038**

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

21 TESLA, INC. WHICH WILL DO BUSINESS
22 IN CALIFORNIA AS TESLA MOTORS,
23 INC., a Delaware Corporation; EDAN
KURZWEIL, an individual, and DOES 1
through 20, inclusive,
24 Defendants.

COPY

BY FAX

1 Eden Mederos complains and alleges as follows:

2 **NATURE OF THE CASE**

3 1. Although Tesla publicly claims that it fosters a safe and respectful environment
4 for its workers,¹ the truth is that for years Tesla has subjected women to rampant sexual
5 harassment. Ms. Mederos worked at Tesla’s service centers in the Los Angeles region. She was
6 subjected to near daily harassment from the technicians she worked with, including sexual
7 comments about her body, flirtations, and demeaning comments about her being in the wrong
8 line of work because she was a woman in a man’s profession. Most of her managers were no
9 better. Edan Kurzweil flirted with her and tried to put his arm around her while they were test
10 driving a Tesla. After she complained about his conduct to Human Resources (HR), he started a
11 campaign to retaliate against her. Ms. Mederos transferred to escape him; however, he persisted
12 in showing up at her office and publicly criticizing her performance after she transferred. A
13 manager who joined her new service center after she transferred was friends with Mr. Kurzweil.
14 He carried on the retaliation by yelling at her, talking over her, ignoring her work requests, and
15 failing to promote her. Tesla’s HR failed to take any action to protect Ms. Mederos. After three
16 years of harassment, she experienced high anxiety, sadness, and panic attacks, and had to leave
17 her job to protect herself.

18 **PARTIES**

19 2. Plaintiff Eden Mederos was employed by Tesla from approximately August of
20 2016 until approximately November of 2019. She now resides in Vancouver, Washington.

21 3. Defendant Tesla, Inc. Which Will Do Business In California As Tesla Motors, Inc.
22 (“Tesla” or “Defendant”), is a Delaware Corporation with its principal place of business in
23 California.

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28 ¹ Tesla, Inc. 2020 10-K Report to the Securities and Exchange Commission at pp. 12-13,
https://www.sec.gov/Archives/edgar/data/1318605/000156459021004599/tsla-10k_20201231.htm

1 4. Defendant Edan Kurzweil is an individual who was a Tesla Service Manager who
2 supervised Ms. Mederos. On information and belief, Plaintiff alleges that he resides in Los
3 Angeles, California.

4 5. The true names and capacities of Defendants named herein as Does 1 through 20,
5 inclusive, whether individual, corporate, associate or otherwise are unknown to Plaintiff, who
6 therefore sues said Defendants by fictitious names pursuant to California Code of Civil Procedure
7 section 474. Plaintiff will amend this Complaint to show such true names and capacities of
8 Does 1 through 20, inclusive, when they have been determined.

9 **VENUE AND JURISDICTION**

10 6. Venue is proper in Alameda County pursuant to Cal. Civ. Proc. Code §§ 395(a) and
11 395.5. Defendant is a corporation formed in Delaware, with its principal place of business in
12 California. Venue is therefore proper in Alameda County.

13 7. Furthermore, Defendant Tesla Inc. does business, and maintains offices and a
14 factory in Alameda County.

15 8. On information and belief, Defendant Kurzweil resides in Los Angeles,
16 California.

17 9. This Court has general jurisdiction to adjudicate this unlimited civil case, in which
18 the total amount in controversy, exclusive of interest and costs, exceeds \$75,000.

19 10. This Court has jurisdiction to adjudicate Plaintiff's claims under the Fair
20 Employment and Housing Act pursuant to California Government Code § 12965(b).

21 11. This Court has personal jurisdiction over Defendant because Defendant maintains
22 a place of business located in this county.

23 **PROCEDURAL ALLEGATIONS**

24 12. Prior to filing this Complaint, Plaintiff filed a complaint with the Department of
25 Fair Employment and Housing against Defendant for discrimination, harassment, and retaliation
26 on December 13, 2021. Plaintiff obtained a notice of Right-to-Sue on the same date prior to
27 filing this lawsuit.

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1 **FACTS COMMON TO ALL CAUSES OF ACTION**

2 **A. Ms. Mederos Was Harassed and Retaliated by Tesla’s Management and**
3 **Employees.**

4 13. Tesla hired Ms. Mederos in August 2016 to work as a concierge in its Centinela
5 Service Center in Los Angeles. She was promoted to Lead Service Advisor before the end of her
6 employment.

7 14. Ms. Mederos was also entrusted with training new hires and employees at
8 struggling service centers. She trained service assistants, service advisors, concierges, managers,
9 and parts employees at various Tesla service centers in the Los Angeles area.

10 15. Everywhere she went, Tesla’s service centers had the same male-dominated
11 atmospheres. Almost all of the services managers were male. Lewd jokes and comments about
12 women’s bodies were pervasive.

13 16. As she walked through the service shops, she would hear the men whistle at her
14 and hear the men say “Damn” as she walked past.

15 17. After interactions with male customers, her coworkers would say, “If you just
16 turned around and showed you ass, you would have a rich husband.” If she had a challenging
17 customer, her coworkers would say, “If you showed a bit of skin, the customers would be nicer.”

18 18. The technicians frequently made belittling and sexist comments. They would say,
19 “A pretty girl shouldn’t be working in a service center,” “You should play dumb when talking to
20 customers,” and “Girls don’t know cars.”

21 19. Ms. Mederos sometimes has difficulty hearing certain tones and, at times, has had
22 to ask people to repeat themselves. This led her coworkers to assume that she could not hear
23 them. They would say offensive comments well within her earshot. For the most part, she would
24 pretend not to hear them and bury her frustration. But being in this persistently sexist
25 environment weighed heavily on her.

26 20. Ms. Mederos brought toy dinosaurs in to decorate her desk. The technicians kept
27 putting them in sexual positions on her desk on a daily basis. Ms. Mederos had to remove the
28 dinosaurs.

1 21. The shirts Tesla issued to female employees were low cut. Technicians would try
2 to throw coins down women, including Ms. Mederos' shirts. Ms. Mederos began wearing
3 sweaters.

4 22. Jonathan (last name unknown), who went by "Fuzzy," frequently made comments
5 to the other technicians, thinking that Ms. Mederos could not hear. Anytime she walked through
6 the shop, he would whistle at her. He said, "I've never seen a white girl with an ass like her."
7 Later when she disclosed that she was half Cuban, Jonathan said, "That explains why you have
8 an ass," and "That's why you have a figure." He made these comments over and over.

9 23. A coworker of Ms. Mederos' told her that when a woman and her young daughter
10 came into the store, Jonathan commented on the girl's breasts. The coworker said, "That girl is
11 twelve." Jonathan responded, "Those tits aren't twelve."

12 24. There was a male technician whose last name was "Casillas." Everyone referred
13 to him as "Cock-sillas"

14 25. Chris Carpenter and Aaron (last name unknown) would sit together and comment
15 on any woman walking by. When Ms. Mederos was a concierge, they directed their comments at
16 her. They would mostly comment on her butt, using offensive words, like "ass," "cake," or
17 "dump truck." They would make jokes, like asking her if she could hold a cup up with just her
18 "ass."

19 26. When she was promoted, they would talk about other women directly in front of
20 her, thinking that she couldn't hear. They would talk about performing oral sex on specific
21 female customers and coworkers, saying things like they would "eat her" or "eat her butt."

22 27. After a hip surgery in 2017, Ms. Mederos had to wear stretchy pants to work. She
23 received even more harassing comments during this time.

24 28. Sometimes Ms. Mederos had to ask technicians questions to do her job. If she
25 asked Eric (last name unknown) questions, he would bite his lip (as if he was attracted to her) or
26 wink at her. He would flirt with her instead of giving her the information she requested. It took a
27 significant amount of her time to laugh it off or directly tell him to stop before he would give her
28 the information she needed to do her job.

1 29. Any time she befriended a male colleague, there would be rumors that she was
2 dating the colleague. These rumors were unfounded.

3 30. Early on, Ms. Mederos brought a banana to work and ate it as a snack in the
4 morning. Her co-workers started joking that the banana was a penis. They did the same thing
5 shortly thereafter when someone brought popsicles to work. She found that she could not even
6 eat with a spoon without someone saying, “How much can you fit in your mouth?” “I know that
7 you can take a bigger bite than that,” or saying “Ouch,” as if she were biting them. Ms. Mederos
8 stopped eating at work because she could not avoid such comments. The service center was not
9 close enough to restaurants for her to go out to lunch, so she often skipped lunch all together.

10 31. Technicians would tell her that she looked stressed and start rubbing her
11 shoulders, which led her to often sit on the floor against a wall to avoid them.

12 32. Tesla’s CEO Elon Musk would regularly tweet jokes about 4:20 and make jokes
13 about “69s.” When Mr. Musk did this, everyone at the service center would read the tweets. The
14 managers and technicians would bring up the tweets, laugh about them, and make their own
15 jokes, riffing on the sexual themes. When Tesla launched the Model Y, Elon repeatedly pointed
16 out that when one reads the Tesla Models S, 3, X, and Y together, it spells “SEXY.” Some of
17 Ms. Mederos’ co-workers latched onto this calling everything “sexy.” For example, they would
18 call a battery, a pencil, and any object they saw sexy.

19 33. HR did not take an active role at the service centers. It had a reputation for not
20 being responsive. The employees joked that HR was not real.

21 34. On a couple occasions, Ms. Mederos asked her managers for HR’s number.
22 Sometimes, they said that they did not know it. Other times, they said they would get back to
23 her, but did not. Other female coworkers had the same experience.

24 35. Tesla’s lack of HR presence translated into a disrespect for the rules.
25 Ms. Mederos and her co-workers would periodically take sexual harassment courses one by one
26 on a computer. Everyone would joke about it. And the sexualized comments from the
27 supervisors and staff would actually increase around the time that the sexual harassment courses
28 were taken because people thought it was funny to openly flout the rules. Technicians would

1 touch her arm or leg and say, “Oh no, I’m sexually harassing you.” Or they would walk by and
2 say, “I better not get too close. I don’t want to sexually harass you.”

3 36. At the Centinela Service Center, Ms. Mederos was harassed by her manager,
4 Mr. Kurzweil. Mr. Kurzweil began by complimenting her. He would say, “Oh, you look pretty
5 today.” He became more direct over time. She heard him talking about her “ass,” when she was
6 within earshot.

7 37. Mr. Kurzweil regularly used his body to block the doorway when women,
8 including Ms. Mederos, were trying to get by. She had to laugh it off and scooch by. When he
9 was by a door, she would often just wait until he was gone to avoid this forced flirtation.

10 38. While Mr. Kurzweil and Ms. Mederos test drove a car, he put his hand on her
11 shoulder. He told her that she “should be calmer because that is what is expected of a woman.”
12 Offended, Ms. Mederos got out of the car and walked back to the service center. Ms. Mederos
13 has heard Mr. Kurzweil used similar verbiage when speaking with other women.

14 39. Mr. Kurzweil did not like women who spoke up, joked around, or disagreed with
15 him. Mr. Kurzweil criticized Ms. Mederos for showing her bubbly and outgoing personality,
16 which made her feel small. Mr. Kurzweil also talked down to her, and he regularly yelled at her.

17 40. Ms. Mederos reported Mr. Kurzweil’s condescending behavior to HR.

18 41. Tesla’s HR representative, Alfonso Ribiero, responded to her email. He told her
19 that he would meet with her to talk about her complaints, then they may meet with Mr. Kurzweil.

20 42. However, when Mr. Ribiero arrived at the Centinela Service Center, he called
21 Ms. Mederos *and Mr. Kurzweil* into a room together.

22 43. Mr. Ribiero started by telling Ms. Mederos that she had made “aggressive
23 accusations.” Mr. Ribiero asked Ms. Mederos to state her complaint to himself in front of
24 Mr. Kurzweil. Ms. Mederos started to explain, but Mr. Kurzweil immediately shut her down. He
25 interrupted her and talked over her whenever she spoke. He called her a liar, and said she was at
26 fault for perceiving his actions incorrectly. She was barely permitted to speak due to
27 Mr. Kurzweil’s constant interruptions. Faced with this onslaught, Ms. Mederos began to cry.
28 Mr. Kurzweil walked out.

1 44. Ms. Mederos told Mr. Ribiero that she was uncomfortable and that this
2 confrontation was not what she expected when she reported Mr. Kurzweil’s conduct to HR. She
3 asked him how she was supposed to continue working all day after the confrontation.
4 Mr. Ribiero told her to go home because she was emotional. Mr. Ribiero assured her that her
5 concerns would be addressed another time.

6 45. Mr. Ribiero’s lack of neutrality was not surprising. He was friendly with
7 Mr. Kurzweil. And Mr. Ribiero regularly went out to bars with other managers.

8 46. Ms. Mederos never heard from Mr. Ribiero again.

9 47. Ms. Mederos tried to reach out to Mr. Ribiero to follow up on her complaint but
10 never got a response. She believes that he left Tesla. She was not given another HR contact to
11 follow up with and could not reach anyone. No one ever affirmatively reached out to
12 Ms. Mederos. To her knowledge, Tesla never took any action to address the issues she raised or
13 to counsel Mr. Kurzweil.

14 48. After the meeting with Mr. Ribiero, Mr. Kurzweil retaliated against Ms. Mederos.
15 She had planned to fly to meet her brother and attend a concert with him that weekend and had
16 asked for time off far in advance. Mr. Kurzweil had told her that it would be fine but did not
17 complete the necessary paperwork, despite Ms. Mederos reminding him to. Following the
18 meeting, Mr. Kurzweil denied this pending request, in order to ruin Ms. Mederos’ plans.
19 Ms. Mederos went anyway and risked losing her job.

20 49. When she returned from her trip, an assistant manager named Richard (last name
21 unknown) approached Ms. Mederos and told her to seek therapy. At first, she was unsure why he
22 had approached her, but he clarified that he knew about what had happened with Mr. Kurzweil.
23 Apparently, Mr. Kurzweil or Mr. Ribiero had told others that she had made an unfounded
24 complaint against Mr. Kurzweil.

25 50. Mr. Kurzweil’s demeanor towards Ms. Mederos worsened. He was cold and
26 condescending. Mr. Kurzweil would not answer her questions or help her (which was part of his
27 job). When she asked him questions, he would just say “do whatever.” There were certain
28 decisions that Ms. Mederos was not authorized to make, including decisions that would have

1 monetary implications. When she asked Mr. Kurzweil to weigh in, he would tell her that she
2 should make the decision, even though she did not have the authority.

3 51. In meetings, he would berate her in front of the shop or talk over her.

4 52. Mr. Kurzweil's behavior was apparent to the technicians. Some tried to protect
5 her. For example, a customer complained and yelled at Mr. Kurzweil. Mr. Kurzweil came out
6 and screamed at Ms. Mederos, accusing her of messing up. But the person was not her customer.
7 Mr. Kurzweil told her it was her responsibility because she was "basically the lead advisor," even
8 though this was not her title or job. A technician came over and explained that the customer was
9 not Ms. Mederos' customer and tried to calm Mr. Kurzweil down. This technician would often
10 come nearby when Mr. Kurzweil interacted with Ms. Mederos, so that Mr. Kurzweil would
11 moderate his behavior.

12 53. Mr. Kurzweil never promoted Ms. Mederos, even though she had attended a
13 management training course shortly before he became her manager. And he denied her
14 leadership opportunities, including the opportunity to train other employees, that she had while
15 being managed by other managers.

16 54. Ms. Mederos contacted the person who had recruited her to Tesla and requested a
17 transfer to a different service center to escape Mr. Kurzweil. However, Tesla required both the
18 current and future manager to sign off on a transfer, so Mr. Kurzweil had the power to deny her
19 transfer request, which he did multiple times. Other times he delayed taking action until the
20 request expired, which Ms. Mederos learned from an assistant manager at the location she had
21 requested to transfer to, Jason Davis. Mr. Kurzweil told HR that he would not approve her
22 transfer because she was dating Mr. Davis – she was not. Eventually, Ms. Mederos was able to
23 go above Mr. Kurzweil and obtained a transfer to the Torrance Service Center.

24 55. Before Ms. Mederos' transfer was complete, Mr. Kurzweil gave Ms. Mederos a
25 poor performance review, even though she had excellent objective results.

26 56. Ms. Mederos' last day at the Centinela Service Center was July 21, 2018.

27 57. Even after Ms. Mederos transferred, Mr. Kurzweil would visit the Torrance
28 Service Center. He would come and sit on her desk, putting his butt right next to her computer.

1 He would say things like, “What are you doing.” When she responded, “Working.” He would
2 joke, “That’s a change.” He clearly wanted her to think that he still had power over her in the
3 new location. She asked her coworkers if there was a reason for him to be there, and they did not
4 know of a reason.

5 58. During a CIS Roundup, a management meeting to discuss the centers’ customer
6 service experiences, there was a discussion that Torrance’s customer service numbers were
7 improving due in part to Ms. Mederos’ efforts. Mr. Kurzweil criticized Ms. Mederos, saying,
8 “I’m glad that she is doing something good for you guys. That doesn’t sound like the Eden who
9 worked for us.” This meeting included management and others from the other service centers in
10 the region, including people Ms. Mederos did not know and those she would need to impress to
11 advance at the company.

12 59. Ms. Mederos continued to experience harassment at the Torrance Service Center.
13 When she walked through the service shop, the technicians would make the same sort of
14 comments about her “ass” on a daily basis.

15 60. After Ms. Mederos started at Torrance, there was a change in leadership and Mark
16 Miyamota became her manager.

17 61. Mr. Miyamota would constantly comment on women. For example, at a lunch
18 with coworkers, including Ms. Mederos, Mr. Miyamota pointed out women wearing yoga pants.
19 He said, “Oh, the things I would do to her” and “Women who wear pants like that do it for a
20 reason.” Ms. Mederos thought it was futile to report him to HR because it was widely rumored
21 that he was dating the HR representative for the service center.

22 62. Mr. Miyamota would obviously try to meet women at work. He generally avoided
23 taking customers. But when the customer was an attractive woman, he would run over to take
24 care of the woman before the technicians could get there.

25 63. Mr. Miyamota was close friends with Mr. Kurzweil. He too had a cool attitude
26 toward her. He never promoted her even though her peer reviews rated her at almost 100%.
27 During her performance meetings, he never identified anything that she needed to improve.
28 Nevertheless, when she received his reviews of her, they were poor.

1 64. Ms. Mederos asked Mr. Miyamota for a raise, explaining that people she had
2 trained were being quickly promoted above her, and she was training them for the more senior
3 positions. She also believed that her male coworkers were getting paid more. Mr. Miyamota
4 responded, “If you are only in it for the money, you should quit right now.”

5 65. He also denied her leadership opportunities, including the opportunity to train
6 other employees.

7 66. The stress of working in this sexist, hostile environment became overwhelming.
8 Ms. Mederos would work fourteen-to-sixteen-hour days and then come home and cry, knowing
9 the next day would be awful. Her family and boyfriend noticed the change in her behavior.

10 67. When she started at Tesla, she was always the first in the office and made an effort
11 to brighten everyone’s morning. Towards the end of her tenure, she could barely get herself to
12 even go into work.

13 68. Ms. Mederos began having panic attacks. She went to the doctor once because
14 she believed that she was having a heart attack, but the doctor told her it was a panic attack.
15 Another time at work, she had another panic attack after Mr. Miyamota had angrily talked down
16 to her.

17 69. Ms. Mederos reached her breaking point and had to leave Tesla around November
18 2019.

19 **B. Tesla’s Arbitration Agreement is Unenforceable.**

20 70. Like many tech employers, Tesla has sought to shield itself from public
21 accountability by forcing employees, as a condition of employment, to waive their rights to a jury
22 or court trial and instead agree to have their legal claims shunted into private, confidential
23 arbitration. At the start of her employment, Tesla provided Ms. Mederos with an offer letter that
24 included a mandatory arbitration provision. (Exhibit A.) However, Tesla overreached and
25 sought to impose on Ms. Mederos an arbitration that is procedurally and substantively
26 unconscionable and, therefore, unenforceable. Ms. Mederos had no opportunity to attempt to
27 negotiate this provision – it was a take-it-or-leave-adhesion contract required as a condition of
28 working for Tesla. The agreement is therefore procedurally unconscionable.

1 77. As detailed above, this severe, pervasive, and harassing conduct included near-
2 daily obscene comments and catcalls of an objectifying, demeaning, condescending, and sexual
3 nature, and unwanted attempts by her manager to put his hand on her shoulder.

4 78. Ms. Mederos' circumstances constituted a hostile work environment.

5 79. The comments directed to Ms. Mederos were unwelcome.

6 80. Tesla is strictly liable for the sexual harassment because it was conducted by
7 Tesla's Managers, who had authority to direct Ms. Mederos' work activities, evaluate her
8 performance, and discipline her.

9 81. Tesla and Mr. Kurzweil knew or should have known of the rampant sexual
10 harassment directed at Ms. Mederos because the behavior was committed and/or witnessed by
11 Managers and was generally known to and tolerated by Tesla. Yet Tesla and Mr. Kurzweil failed
12 to take immediate and appropriate corrective action.

13 82. As a direct, foreseeable, and proximate result of Tesla and Mr. Kurzweil's
14 unlawful actions, Ms. Mederos has suffered physical injury, pain and suffering and continues to
15 suffer severe emotional distress, including shame, anxiety, embarrassment, stress, and indignity,
16 all to her damage in an amount to be proven at the time of trial.

17 83. Tesla and Mr. Kurzweil committed the aforementioned acts despicably,
18 maliciously, and willfully, with the wrongful intention of injuring Ms. Mederos, from an
19 improper and evil motive amounting to malice, and in conscious disregard of her rights and
20 safety. Tesla's managing agents were on notice of and ratified the offending conduct.
21 Ms. Mederos is thus entitled to recover punitive damages from Tesla and Mr. Kurzweil in an
22 amount according to proof.

23 **SECOND CAUSE OF ACTION**

24 **(Failure to Prevent Sexual Harassment in Violation of FEHA, Gov. Code § 12940(k) against**
25 **Defendant Tesla and Defendant Kurzweil)**

26 84. Plaintiff hereby incorporates by reference the previous paragraphs as if fully set
27 forth herein and alleges as follows:

28 ///

1 85. Tesla and Mr. Kurzweil failed to take immediate preventative and corrective steps
2 reasonably calculated to prevent the sexual harassment of Ms. Mederos.

3 86. Tesla and Mr. Kurzweil knew or should have known of the rampant sexual
4 harassment in its workplace.

5 87. As a direct, foreseeable, and proximate result of Tesla and Mr. Kurzweil's
6 unlawful actions, Ms. Mederos has suffered physical injury, pain and suffering and continues to
7 suffer severe emotional distress, including shame, anxiety, embarrassment, stress, and indignity,
8 all to her damage in an amount to be proven at the time of trial.

9 88. Tesla and Mr. Kurzweil committed the aforementioned acts despicably,
10 maliciously, and willfully, with the wrongful intention of injuring Ms. Mederos, from an
11 improper and evil motive amounting to malice, and in conscious disregard of her rights and
12 safety. Tesla's managing agents were on notice of and ratified the offending conduct.
13 Ms. Mederos is thus entitled to recover punitive damages from Tesla and Mr. Kurzweil in an
14 amount according to proof.

15 **THIRD CAUSE OF ACTION**

16 **(Discrimination in Violation of FEHA, Gov. Code § 12940 *et seq.* against Defendant Tesla
17 and Defendant Kurzweil)**

18 89. Plaintiff hereby incorporates by reference the previous paragraphs as if fully set
19 forth herein and alleges as follows:

20 90. Under California Government Code § 12940, it is an unlawful employment
21 practice for an employer to discharge an employee or to discriminate against an employee in
22 terms, conditions, or privileges of employment, because of her sex.

23 91. Tesla and Mr. Kurzweil discriminated against Plaintiff by subjecting her to
24 working conditions to which men were not subjected – including the above-described unlawful
25 treatment – based upon her sex. Plaintiff was denied terms and privileges granted to men – *i.e.*, a
26 workplace free of sex-motivated negative treatment. Plaintiff was also denied professional
27 development opportunities and leadership roles.

28 ///

1 92. By engaging in the above unlawful conduct, Tesla constructively discharged
2 Plaintiff. Tesla, through its officers, managing agents, and/or supervisory employees,
3 intentionally created and knowingly permitted sexual harassment of Plaintiff that was so
4 intolerable that a reasonable person in Plaintiff’s position would have had no reasonable
5 alternative except to resign.

6 93. Ms. Mederos resigned because of these working conditions.

7 94. As a direct, foreseeable, and proximate result of Tesla and Mr. Kurzweil’s
8 unlawful actions, Ms. Mederos has suffered physical injury, pain and suffering and continues to
9 suffer severe emotional distress, including shame, anxiety, embarrassment, stress, and indignity,
10 all to her damage in an amount to be proven at the time of trial.

11 95. Tesla and Mr. Kurzweil committed the aforementioned acts despicably,
12 maliciously, and willfully, with the wrongful intention of injuring Ms. Mederos, from an
13 improper and evil motive amounting to malice, and in conscious disregard of her rights and
14 safety. Tesla’s managing agents were on notice of and ratified the offending conduct.
15 Ms. Mederos is thus entitled to recover punitive damages from Tesla and Mr. Kurzweil in an
16 amount according to proof.

17
18 **FOURTH CAUSE OF ACTION**

19 **(Retaliation in Violation of FEHA, Gov. Code § 12940(h) against Defendant Tesla and**
20 **Defendant Kurzweil)**

21 96. Plaintiff hereby incorporates by reference the previous paragraphs as if fully set
22 forth herein and alleges as follows:

23 97. FEHA makes it unlawful for an employer to discriminate against a person because
24 she has opposed practices that are unlawful under the FEHA.

25 98. As set forth above, Ms. Mederos engaged in protected activity by opposing and
26 reporting complaints of sexual harassment. Ms. Mederos also rebuffed the sexual advances of
27 her manager, Mr. Kurzweil when he put his hand on her shoulder. She made it clear that she
28 objected to this inappropriate conduct when she got out of the car and walked back to the service
center. She also objected to Mr. Kurzweil’s demeaning and condescending criticism of her.

1 99. The conduct that Ms. Mederos reported, complained of, and objected to
2 constituted unlawful sexual harassment and discrimination under the FEHA.

3 100. After making these complaints and objecting to the above inappropriate conduct,
4 Ms. Mederos was retaliated against in various ways. Mr. Kurzweil denied her vacation request.
5 He became cold and condescending to her. He failed to promote her. And he denied her transfer
6 requests.

7 101. Mr. Miyamota carried on Mr. Kurzweil’s retaliation by being condescending,
8 yelling at her, and failing to promote her or give her a raise.

9 102. As a direct, foreseeable, and proximate result of Tesla and Mr. Kurzweil’s
10 unlawful actions, Ms. Mederos has suffered physical injury, pain and suffering and continues to
11 suffer severe emotional distress, including shame, anxiety, embarrassment, stress, and indignity,
12 all to her damage in an amount to be proven at the time of trial.

13 103. Tesla and Mr. Kurzweil committed the aforementioned acts despicably,
14 maliciously, and willfully, with the wrongful intention of injuring Ms. Mederos, from an
15 improper and evil motive amounting to malice, and in conscious disregard of her rights and
16 safety. Tesla’s managing agents were on notice of and ratified the offending conduct.
17 Ms. Mederos is thus entitled to recover punitive damages from Tesla and Mr. Kurzweil in an
18 amount according to proof.

19 **FIFTH CAUSE OF ACTION**

20 **(Wrongful Termination in Violation of Public Policy against Defendant Tesla)**

21 104. Plaintiff hereby incorporates by reference the previous paragraphs as if fully set
22 forth herein and alleges as follows:

23 105. Tesla’s constructive discharge of Ms. Mederos violated the fundamental public
24 policy of the State of California embodied by FEHA that employers shall not discriminate against
25 or harass employees on the basis of sex or retaliate against employees for reporting
26 discrimination or harassment.

27 106. As a direct, foreseeable, and proximate result of Tesla and Mr. Kurzweil’s
28 unlawful actions, Ms. Mederos has suffered physical injury, pain and suffering and continues to

1 suffer severe emotional distress, including shame, anxiety, embarrassment, stress, and indignity,
2 all to her damage in an amount to be proven at the time of trial.

3 107. Tesla and Mr. Kurzweil committed the aforementioned acts despicably,
4 maliciously, and willfully, with the wrongful intention of injuring Ms. Mederos, from an
5 improper and evil motive amounting to malice, and in conscious disregard of her rights and
6 safety. Tesla's managing agents were on notice of and ratified the offending conduct.
7 Ms. Mederos is thus entitled to recover punitive damages from Tesla and Mr. Kurzweil in an
8 amount according to proof.

9 **SIXTH CAUSE OF ACTION**

10 **(Declaratory Relief, Code of Civil Procedure § 1060 against Defendant Tesla)**

11 108. Plaintiff hereby incorporates by reference the previous paragraphs as if fully set
12 forth herein and alleges as follows:

13 109. Pursuant to California Code of Civil Procedure § 1060, Plaintiff requests that the
14 Court declare the arbitration provision in Plaintiff's offer letter (Exhibit A) to be unenforceable
15 because it is procedurally and substantively unconscionable.

16 110. Resolution of this declaratory relief action concerning contractual provisions
17 challenged will have concrete practical consequences: a dispute has arisen that causes these
18 provisions to come into play, and Plaintiff's right to pursue her employment law claims before
19 this Court depends on the resolution of this question.

20 **PRAYER FOR RELIEF**


21 WHEREFORE, Ms. Mederos prays for judgment against Tesla and and Mr. Kurzweil as
22 follows:

- 23 1. For compensatory damages, including but not limited to, lost back pay (including,
24 but not limited to, salary and bonus wages), equity, fringe benefits, future lost earnings, and
25 emotional distress;
- 26 2. For punitive damages as allowed by law;
- 27 3. For an award to Ms. Mederos of costs of suit incurred herein and reasonable
28 attorneys' fees;

- 1 4. For prejudgment interest and post-judgment interest permitted by law; and
2 5. For a declaration that Tesla’s arbitration provision (Exhibit A) is unconscionable
3 and unenforceable; and
4 6. For an award of such other and further relief as the Court deems just and proper.
5

6 DATED: December 14, 2021

Respectfully submitted,
RUDY, EXELROD, ZIEFF & LOWE, LLP

8
9 By: 
10 DAVID A. LOWE
11 MEGHAN F. LOISEL
12 THE JHAVERI-WEEKS FIRM
13 WILLIAM C. JHAVERI-WEEKS
14 ALLY N. GIROUARD
15 *Attorneys for Plaintiff Eden Mederos*

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a trial by jury on all causes of action and/or issues so triable.

18
19 DATED: December 14, 2021

Respectfully submitted,
RUDY, EXELROD, ZIEFF & LOWE, LLP


21
22 By: 
23 DAVID A. LOWE
24 MEGHAN F. LOISEL
25 THE JHAVERI-WEEKS FIRM
26 WILLIAM C. JHAVERI-WEEKS
27 ALLY N. GIROUARD
28 *Attorneys for Plaintiff Eden Mederos*

EXHIBIT A



June 10th, 2016

Eden Mederos
4150 W 161st street
Lawndale, CA 90260

Dear Eden:

Tesla Motors, Inc. ("Tesla" or the "Company") is pleased to offer you the non-exempt, hourly position of Service Concierge on the terms set forth below. As Service Concierge, you will perform the duties customarily associated with this position. You will report to Arbi Der-Krikorian, Service Manager. Your duties, responsibilities, job title, and work location may be changed at any time by Tesla.

Your rate of pay will be \$18.00 per hour, subject to standard payroll deductions and withholdings. As a non-exempt employee, you will be entitled to overtime. You will be eligible for vacation and sick leave according to Tesla's standard policy. Subject to the rules of the applicable plan documents, you will also be eligible to receive other benefits Tesla may provide to its employees (e.g., health and dental insurance coverage) beginning on your date of hire. Tesla may consider you for bonuses, although the amount of such bonuses, if any, and the criteria for determining the award of such bonuses, if any, shall be in the sole discretion of Tesla. Of course, Tesla reserves the right to modify your compensation and benefits from time to time, as it deems necessary.

Tesla Motors, Inc. offers a competitive benefits package described below:

Shares: Should you decide to accept the position we will recommend to Tesla's Board of Directors, or committee thereof, that the company grant you an equity award of \$8,000.00 in the form of Restricted Stock Units ("RSUs"), which you will only receive at the time of vesting, as described below. This value is determined based on our standard equity granting policies. The actual number of RSUs that you receive will depend on the value of our stock at or around the time your grant is approved, as determined by Tesla's Compensation Committee. This award, shall be subject to the terms and conditions of Tesla's 2010 Equity Incentive Plan and your Award Agreement, including vesting requirements. Specifically, the RSUs shall vest over a period of four years as follows: twenty-five percent (25%) of the award shall vest on the first anniversary and six and twenty-five hundredths percent (6.25%) shall vest quarterly thereafter for the following twelve quarters of the date vesting begins (such date to be indicated in your Award Agreement), subject to your continuing eligibility through the applicable vesting dates. No RSUs shall vest other than on the first anniversary and twelve subsequent quarterly vest dates.

Please be aware that Tesla makes no representation about the future value of the equity award granted herein, and you should be aware that the value of this award will fluctuate in the future. Finally, the receipt of this award is subject to your signing the appropriate Award Agreement through the E*Trade portal.

401K Program: You will be eligible to participate in Tesla's 401K program after your first

pay check. Our 401K program is administered by Fidelity Investments.

Vacation Program: Regular full-time employees and part-time employees who work 20 hours per week are eligible for PTO immediately and accrue PTO at 1.25 days per month (for a total of 15 days per calendar year).

The Company is excited about your joining and looks forward to a beneficial and fruitful relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason, with or without notice. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice.

We ask that, if you have not already done so, you disclose to Tesla any and all agreements relating to your prior employment that may affect your eligibility to be employed by Tesla or limit the manner in which you may be employed. It is Tesla's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. We want to emphasize that we do not wish you to bring any confidential or proprietary materials of any former employer which would violate any obligations you may have to your former employer. You agree not to make any unauthorized disclosure to Tesla or use on behalf of Tesla any confidential information belonging to any of your former employers (except in accordance with agreements between Tesla and any such former employer). You also warrant that you do not possess any property containing a third party's confidential and proprietary information. Of course, during your employment with Tesla, you may make use of information generally known and used by persons with training and experience comparable to your own, and information which is common knowledge in the industry or is otherwise legally available in the public domain. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which Tesla is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to Tesla.

As a Tesla employee, you will be expected to abide by all Tesla policies and procedures, and, as a condition of your employment, you will sign and comply with Tesla's standard confidentiality agreement which prohibits unauthorized use or disclosure of Tesla confidential information or the confidential information of Tesla's clients.

In addition, to ensure the rapid and economical resolution of disputes that may arise in connection with your employment with Tesla, you and Tesla agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to your employment, or the termination of your employment, will be resolved, to the fullest extent permitted by law by **final, binding and confidential arbitration** in your city and state of employment conducted by the Judicial Arbitration and Mediation Services/Endispute, Inc. ("JAMS"), or its successors, under the then current rules of JAMS for employment disputes; provided that:

- a. Any claim, dispute, or cause of action must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding; and
- b. The arbitrator shall have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and
- c. The arbitrator shall not have the authority to consolidate the claims of other employees and shall not have the authority to fashion a proceeding as a class or collective action or

to award relief to a group or class of employees in one arbitration proceeding; and

- d. The arbitrator shall issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award; and
- e. Both you and Tesla shall be entitled to all rights and remedies that you or Tesla would be entitled to pursue in a court of law; and
- f. Tesla shall pay all fees in excess of those which would be required if the dispute was decided in a court of law.

Nothing in this agreement is intended to prevent either you or Tesla from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Notwithstanding the foregoing, you and Tesla each have the right to resolve any issue or dispute arising under the Proprietary Information and Inventions Agreement by Court action instead of arbitration.

Arbitrable claims do not include, and this Agreement does not apply to or otherwise restrict, administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict your ability to file such claims (including discrimination and/or retaliation claims filed with the Equal Employment Opportunity Commission and unfair labor practice charges filed with the National Labor Relations Board). Otherwise, it is agreed that arbitration shall be the exclusive remedy for administrative claims.

You acknowledge and agree that: (i) in the course of your employment by the Company, it will be necessary for you to create, use, or have access to (A) technical, business, or customer information, materials, or data relating to the Company's present or planned business that has not been released to the public with the Company's authorization, including, but not limited to, confidential information, materials, or proprietary data belonging to the Company or relating to the Company's affairs (collectively, "Confidential Information") and (B) information and materials that concern the Company's business that come into the Company's possession by reason of employment with the Company (collectively, "Business Related Information"); (ii) all Confidential Information and Business Related Information are the property of the Company; (iii) the use, misappropriation, or disclosure of any Confidential Information or Business Related Information would constitute a breach of trust and could cause serious and irreparable injury to the Company; and (iv) it is essential to the protection of the Company's goodwill and maintenance of the Company's competitive position that all Confidential Information and Business Related Information be kept confidential and that you do not disclose any Confidential Information or Business Related Information to others or use Confidential Information or Business Related Information to your own advantage or the advantage of others.

In recognition of the acknowledgment above, you agree that until the Confidential Information and/or Business Related Information becomes publicly available (other than through a breach by you), you shall: (i) hold and safeguard all Confidential Information and Business Related Information in trust for the Company; (ii) not appropriate or disclose or make available to anyone for use outside of the Company's organization at any time any Confidential Information and Business Related Information, whether or not developed by you; (iii) keep in strictest confidence any Confidential Information or Business Related Information; (iv) not disclose or divulge, or allow to be disclosed or divulged by any person within your control, to any person, firm, or corporation, or use directly or indirectly, for your own benefit or the benefit of others, any Confidential Information or Business Related Information; and (v) upon the termination of your employment, return all Confidential Information and Business Records and not make or retain any copies or exacts thereof.

If you accept our offer, your first day of employment will be June 20th, 2016. This letter agreement constitutes the complete, final and exclusive embodiment of the entire agreement between you and Tesla with respect to the terms and conditions of your employment, and it supersedes any other agreements or promises made to you by anyone, whether oral or written. This Agreement cannot be changed, amended, or modified except in a written agreement signed by an officer of Tesla. This letter agreement shall be construed and interpreted in accordance with the laws of the State of California.

As required by immigration law, this offer of employment is conditioned upon satisfactory proof of your right to work in the United States.

This offer of employment is contingent upon the successful completion of your reference and background checks.

If you choose to accept our offer under the terms described above, please indicate your acceptance, by signing below and returning it to me prior to June 13th, 2016 after which date this offer will expire.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Very truly yours,
Tesla Motors, Inc.

A handwritten signature in black ink, appearing to be 'Elon Musk', written in a cursive style.

Elon Musk
Chairman of the Board and CEO

Accepted by: _____

Date: _____

Start Date: June 20th, 2016

NOTICE TO EMPLOYEE

Labor Code section 2810.5

EMPLOYEE

Employee Name: Eden Mederos

Start Date: June 20th, 2016

EMPLOYER

Legal Name of Hiring Employer: Tesla Motors, Inc.

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])? Yes
 No

Physical Address of Hiring Employer's Main Office:

3500 Deer Creek Rd. Palo Alto, CA 94304

Hiring Employer's Telephone Number: 650-681-5100

WAGE INFORMATION

Rate(s) of Pay: \$18.00

Overtime Rate(s) of Pay: 1.5x base pay rate or 2x

base pay rate – see OT policy for more information

Rate by (check box): Hour Shift Day Week Salary Piece rate Commission

Other (provide specifics): _____

Does a written agreement exist providing the rate(s) of pay? (check box) Yes No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement? Yes No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: Every other Friday

WORKERS' COMPENSATION

Insurance Carrier's Name: Zurich NA

Address: 1400 American Lane, Schaumburg, IL 60196

Telephone Number: 1.800.987.3373

Policy No.: MA: WC 0172150 00 All Other States WC 0172149 00

ACKNOWLEDGMENT OF RECEIPT

Tesla Motors, Inc.

(PRINT NAME of Employer)

(PRINT NAME of Employee)

Tesla Motors, Inc.

(SIGNATURE of Employee)

(SIGNATURE of Employee)

(Date)

(Date)

The employee's signature on this notice merely constitutes acknowledgment of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.