

**LAW OFFICES OF ERIC A. SHORE**

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Attorney for Plaintiff, Adam Williams

<p>ADAM WILLIAMS Plaintiff</p> <p>v.</p> <p>TESLA, INC; TESLA MOTORS, INC.;; TESLA, INC. d/b/a TESLA MOTORS, INC.;; and JOHN DOES 1-5 and 6-10 Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY BURLINGTON COUNTY LAW DIVISION</p> <p>Civil Action</p> <p>DOCKET NUMBER BUR-L- _____</p>
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COMPLAINT and JURY DEMAND

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Plaintiff, Adam Williams, residing in the town of Lumberton, Burlington County, New Jersey, by way of Complaint against the defendants, says:

**Preliminary Statement**

This case is brought under the Conscientious Employee Protection Act (“CEPA”), which prohibits retaliation and/or discharge of an employee for engaging in certain protected conduct.

**Identification of Parties**

1. Plaintiff, Adam Williams, is a resident of the State of New Jersey and was, at all relevant times herein, an employee of Defendant.

2. Defendants, Tesla Inc., Tesla Motors, Inc. and Tesla Inc. d/b/a Tesla Motors, Inc. were, at all relevant times herein, the employers of Plaintiff, jointly and severally, maintaining a principal place of business in Palo Alto, California.

3. Defendants John Does 1-5 and 6 -10 are individuals and/or entities who, on the basis of *respondeat superior* or on the basis of their own acts, are liable to the Plaintiff for the reasons set forth in this Complaint.

### **General Allegations**

4. Mr. Williams was employed by Defendants since approximately September 2011 and most recently held the position of mobile manager.

5. At all relevant times herein, Mr. Williams had been performing his job duties up to the legitimate expectations of his employer.

6. During the course of Mr. Williams' employment with Defendants, he became aware of Defendants' practice of failing to disclose to consumers high-dollar, pre-delivery damage repairs prior to any transaction with consumers.

7. Mr. Williams reasonably believed this practice to be illegal and/or fraudulent.

8. Mr. Williams reported on several occasions throughout his employment to Matt Farrell, his supervisor, and Jerome Guillen, a vice president employed by Defendants, that Defendants had failed to disclose this information to consumers and that this was illegal and/or fraudulent.

9. In doing so, Mr. Williams engaged in protected conduct under CEPA.

10. Additionally, Mr. Williams was aware of a practice of Defendants involving receiving vehicles designated as "lemons" and, with this knowledge, reselling these vehicles

without branding the titles of these vehicles or offering disclosure, rather representing the cars as “used” or a “demo/loaner.”

11. Mr. Williams reasonably believed this practice to be illegal and/or fraudulent.

12. Mr. Williams reported to Mr. Farrell, in approximately the winter of 2016 and/or early 2017, that this practice was illegal.

13. Mr. Williams also reported this practice to Lenny Peake, the East Coast Regional Manager, during this time.

14. In doing so, Mr. Williams engaged in protected conduct under CEPA.

15. Despite the fact that Mr. Williams reported this illegal and/or fraudulent conduct to upper management, Defendants continued this practice throughout Mr. Williams’ employment.

16. Mr. Williams continued to object to and/or report to management that this practice was illegal.

17. At the time of Mr. Williams’ protected conduct, both Matt Farrell and Lenny Peake reported directly to Brian Applegate, a director employed with Defendants.

18. In approximately early 2017, Mr. Williams was demoted by Mr. Applegate, a Director employed by Defendant, who told Mr. Williams that Mr. Williams has a “brand” at the company and that there was no place for Mr. Williams in “My new Tesla.”

19. Mr. Williams was demoted from Regional manager to the Service Manager of the Springfield, New Jersey Tesla location.

20. In approximately July 2017, Mr. Williams was again demoted to a Mobile Manager position, despite the fact that he was performing his job duties up to the legitimate expectations of Defendants.

21. In approximately September 2017, Mr. Williams was terminated by Regional Manager, Albert Grice.

22. Mr. Grice informed Mr. Williams that the decision to terminate him was made by Mr. Applegate.

23. Defendants stated reason for Mr. Williams' termination was performance, despite the fact that Mr. Williams had been performing his duties in this role up to the legitimate expectations of his employer.

24. Defendants offered reason for Mr. Williams' termination is pretext.

**COUNT I**  
**CEPA**

25. Plaintiff hereby repeats and re-alleges the preceding and succeeding paragraphs 1 through 24 as though fully set forth herein.

26. Plaintiff disclosed to a supervisor the practices of Defendants that he reasonably believed to be illegal and/or fraudulent.

27. Plaintiff thereby engaged in "protected conduct" as that phrase is understood within the meaning of CEPA.

28. Plaintiff subsequently suffered termination of his employment after engaging in protected conduct.

29. There exists a causal connection between the Plaintiff's protected activity and his termination.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and/or severally and in the alternative, together with economic compensatory damages, non-economic compensatory damages, consequential damages, punitive damages, costs of suit, attorney's fees

and enhancements, interest, equitable front pay, equitable back pay, equitable reinstatement, and any other relief the court deems equitable and just.

**COUNT II**  
**EQUITABLE RELIEF**

30. Plaintiff hereby repeats and realleges the preceding and succeeding paragraphs as though fully set forth herein.

31. Plaintiff requests this Court declare the practices stated herein to be a violation of CEPA.

32. Plaintiff requests equitable reinstatement, with equitable back pay, equitable front pay and all benefits received by Plaintiff as a result of his employment equitably restored.

33. Plaintiff requests Defendants purge their files of any reference to Plaintiff's termination which this Court finds in violation of CEPA.

34. Plaintiff requests any other equitable relief this Court deems reasonable and just.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and/or severally and in the alternative, together with economic compensatory damages, non-economic compensatory damages, consequential damages, punitive damages, costs of suit, attorney's fees and enhancements, interest, equitable front pay, equitable back pay, equitable reinstatement, and any other relief the court deems equitable and just.

**DEMAND TO PRESERVE EVIDENCE**

Defendants are hereby directed to preserve any and all physical, electronic and/or digital information or data pertaining in any way to Plaintiff's employment, to Plaintiff's allegations, causes of action or defense to Plaintiff's allegations or causes of action as well as any and all evidence pertaining to any party or employee of any party, including but not limited to physical, electronic and/or digital data (electronically stored information), web pages, social media

profiles, pages or identities, emails, voice messages, text messages, instant messages or messaging systems, recordings, digital recordings, media images and videos, temporary memory, memory sticks, portable memory devices, laptops or computers, CDs, DVDs, USB devices, databases, computer activity logs, internet browsing history (including cookies), network access and server activity logs, word processing files and file fragments, back-up and archival files, imaging and facsimile files, electronic calendar and scheduling program files and file fragments as well as any other contact and relationship management data (e.g., Outlook, ACT!), electronic spreadsheet files and file fragments, related to this matter. This includes a request that such information not be modified, altered or deleted as a result of data compression or disk fragmentation (or other optimizations procedures), which processes you are hereby directed to suspend until such time as that data can be preserved, copied and produced.

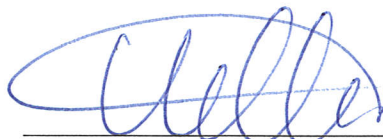
In terms of paper information, Defendants are directed to preserve any and all contracts and contract drafts, emails, memos and drafts of memos, handbooks (past and present), policies (past and present) and drafts, employment files, pay stubs or duplicates, spreadsheets, lists, reports, documents, notes, correspondence, photographs, investigative information or other documents which pertain in any way to the controversy, parties or witnesses in this matter.

**JURY DEMAND & TRIAL COUNSEL DESIGNATION**

Plaintiff hereby demands a trial by jury. Toni L. Telles, Esquire of the Law Office of Eric A. Shore is hereby designated trial counsel.

**THE LAW OFFICES OF ERIC A. SHORE**

By:



TONI L. TELLES, ESQUIRE

Date: January 26, 2018

**RULE 4:5-1 CERIFICATION**

I, Toni L. Telles, hereby certify the following:

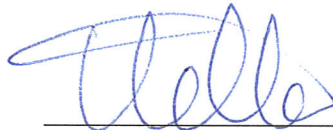
1. I am an attorney, licensed to practice law in the State of New Jersey and am responsible for the above-captioned matter.

2. To the best of my knowledge and belief, this matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, nor is any such proceeding contemplated at this time.

3. I hereby certify the foregoing statements made by me are true and correct to the best of my knowledge, information and belief. I am aware if any of the foregoing is willfully false, I am subject to punishment.

**THE LAW OFFICES OF ERIC A. SHORE**

By:



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TONI L. TELLES, ESQUIRE

Date: January 26, 2018