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13 Attorneys for Plaintiff EDGAR FLORES

14 *(Additional Counsel listed on following page)*

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

17 EDGAR FLORES, as an aggrieved employee
 18 pursuant to the Private Attorneys General Act
 (“PAGA”),

19 Plaintiff,

20 vs.

21 TESLA, INC., a Delaware corporation; and
 22 DOES 1 through 10, inclusive,

23 Defendants,

Case No. RG18907072

Consolidated Case Nos.:
 RG18911152
 RG19013428

Assigned to the Hon. Stephen D. Kaus, Dept. 19

**AMENDMENT TO SETTLEMENT OF
 CLASS ACTION AND PRIVATE
 ATTORNEYS GENERAL ACT CLAIMS**

24
 25 AND CONSOLIDATED ACTIONS.

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
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pjeng@sheppardmullin.com
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8 Attorneys for Defendant, TESLA, INC.

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1 **AMENDMENT TO SETTLEMENT AGREEMENT**

2 This Amendment to the Settlement Agreement of Class Action and Private Attorneys
3 General Act Claims (“Settlement” or “Settlement Agreement”) is made between Julio Romero and
4 Edgar Flores, as individuals and on behalf of all other similarly situated and alleged aggrieved
5 employees, on the one hand, and defendant Tesla, Inc. (“Defendant” or “Tesla”) (collectively, the
6 “Parties” and individually, a “Party”) on the other hand, in the actions pending in Alameda County
7 Superior Court (the “Lawsuit,” as defined below). This Amendment to the Settlement
8 Agreement incorporates by reference all definitions in the Settlement Agreement and all terms
9 used herein shall have the same meanings as set forth in the Settlement Agreement.

10 The Parties agree to replace the Settlement Agreement ¶ III.J.4.a with the following
11 amended provision:

12
13 **Settlement Agreement ¶ III.J.4.a (Amended)**

14 a. Procedure for Objecting. The Notice shall provide that Employees
15 who wish to object to the Settlement must submit to the Settlement Administrator a written
16 statement objecting to the Settlement no later than forty five (45) days after the date the Class
17 Notice is first mailed (the “Objection/Exclusion Deadline Date”). No Employee may object, opt
18 out, or otherwise be excluded from the PAGA Settlement, as no such right exists under the law.
19 The Parties will be permitted to respond in writing to such objections prior to the Final Approval
20 hearing. However, the Notice shall also provide that an Employee who does not timely submit a
21 written objection to the Settlement may appear (or their representative may appear on their behalf)
22 at the Final Approval Hearing to present to the Court oral objections or concerns with the
23 Settlement, so long as the Employee provides written notice, which may be by email, to Class
24 Counsel and the Court at no later than 10:00 a.m. two days prior to the date of the Final Approval
25 Hearing of their intent to appear at the Final Approval Hearing. If the hearing will be conducted
26 remotely as a result of the Covid-19 pandemic, the Court will provide the Employee or their
27 representative with a responsive email with instructions regarding how to participate remotely.
28 Absent good cause found by the Court, Settlement Class Members who fail to file and serve

1 timely written objections in the manner specified above shall remain Settlement Class Members
2 and shall be deemed to have waived any objections and shall be foreclosed from making any
3 objection (whether by appeal or otherwise) to the Settlement.
4

5 **PLAINTIFF**

6
7 Date: 7/1/2021

Julio Romero

JULIO ROMERO

8 **PLAINTIFF**

9
10 Date: 6/29/2021

DocuSigned by:
Edgar Flores
F639BF79DD62493...

EDGAR FLORES

11
12
13 **DEFENDANT TESLA, INC.**

14
15 Date: _____

16 By: _____
17 Its: M Yusuf M. Mohamed
Deputy General Counsel

1 timely written objections in the manner specified above shall remain Settlement Class Members
2 and shall be deemed to have waived any objections and shall be foreclosed from making any
3 objection (whether by appeal or otherwise) to the Settlement.
4

5 **PLAINTIFF**

6
7 Date: _____

_____ JULIO ROMERO


8 **PLAINTIFF**

9
10 Date: _____

_____ EDGAR FLORES

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12
13 **DEFENDANT TESLA, INC.**

14
15 Date: 6/29/2021

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By: M. Yusuf M. Mohamed
Its: Deputy General Counsel

1 **APPROVED AS TO FORM**

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Date: July 1, 2021

JAMES HAWKINS APLC



JAMES HAWKINS
GREGORY MAURO
Attorneys for Plaintiff Julio Romero

Date: July 1, 2021

CAPSTONE LAW A/C


MARK A. OZZELLO
Attorneys for Plaintiff Edgar Flores

Date: _____

**SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP**

Paul S. Cowie
Attorneys for Defendant Tesla, Inc.

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APPROVED AS TO FORM

JAMES HAWKINS APLC

Date: _____

JAMES HAWKINS
GREGORY MAURO
Attorneys for Plaintiff Julio Romero

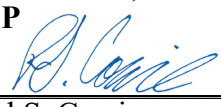
CAPSTONE LAW APC

Date: _____

MARK A. OZZELLO
Attorneys for Plaintiff Edgar Flores

**SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP**

Date: June 30, 2021



Paul S. Cowie
Attorneys for Defendant Tesla, Inc.

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LIST OF EXHIBITS

1. Class Notice (Amended)
2. Proposed Preliminary Approval Order (Amended)

Exhibit 1

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

ALAMEDA COUNTY SUPERIOR COURT

To: All persons employed by Tesla, Inc. in a non-exempt production position at the Tesla factory in Fremont, California from March 26, 2017 through January 22, 2021.

You are receiving this Notice because a proposed settlement has been reached in the following cases pending in the Superior Court of California, County of Alameda: (1) *Edgar Flores, as an aggrieved employee pursuant to the Private Attorneys General Act (“PAGA”) v. Tesla, Inc., a Delaware corporation; and Doe 1 through 50*, Case No. RG18907072; and (2) *Julio Romero, on behalf of the general public as private attorney general v. Tesla, Inc. a California Corporation, and Does 1 through 50*, Case No. RG18911152 (inclusive of consolidated Case No. RG18920461), consolidated as *Julio Romero and Edgar Flores v. Tesla, Inc.*, Case No. RG181911152 (the “Lawsuit”). You may be entitled to benefits as a member of the Settlement Class if the Court approves the Settlement described in this Notice. Your options with respect to the Settlement are explained in further detail below.

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ IT CAREFULLY.

This is not a solicitation from a lawyer. A Court has authorized this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims.
Object	If you want to object to the settlement, you must submit in writing the reason(s) why you think the settlement should not be approved.
Exclude Yourself	If you exclude yourself (or “opt-out”) from the class settlement, you will not receive any share of the money from the class settlement.

YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE
THEM ARE EXPLAINED IN THIS NOTICE

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached jointly between Plaintiffs Edgar Flores and Julio Romero (“Plaintiffs”) and Defendant Tesla, Inc. (“Defendant” or “Tesla”) in a consolidated proposed class action also brought under the California Private Attorneys General Act (“PAGA”) pending in the Alameda County Superior Court, brought on behalf of “all persons employed in a non-exempt production position at the Tesla factory in Fremont, California during the Settlement Period” beginning March 26, 2017 through January 22, 2021 (the “Settlement Class”).

On **INSERT DATE**, the Court preliminarily approved the proposed joint Settlement and certified the Settlement Class for purposes of Settlement only. You have received this Notice because Tesla’s records indicate that you are a member of the Settlement Class. This Notice is designed to inform you of how you can participate in the Settlement, request to be excluded from the non-PAGA portion of the Settlement (the “Class Settlement”), or object to the Class Settlement. **Unless you submit a request to be excluded from the Class Settlement, the Class Settlement, if finally approved by the Court, will be binding on you.**

WHAT ARE THESE LAWSUITS ABOUT?

On May 31, 2018, Mr. Flores, a former Tesla employee, filed a wage and hour PAGA action on behalf of current and former Tesla employees who worked at the Tesla factory in Fremont, California (the “*Flores* Action”). On June 29, 2018, Mr. Romero, another former Tesla employee, filed a different, wage and hour putative class action against Tesla on behalf of current and former Tesla employees who worked at the Tesla factory in Fremont, California (the “*Romero* Action”). Mr. Romero later filed a representative PAGA Complaint, seeking civil penalties, based on the same allegations as the class action Complaint. The Court consolidated the class and PAGA actions, and both are included in the *Romero* Action.

On **INSERT DATE**, the Court consolidated the *Flores* Action and *Romero* Action, which make up the Lawsuit. Together, Mr. Romero and Mr. Flores allege that Tesla failed to compensate employees for all time worked, including minimum wages and overtime, compensation for missed meal and rest periods, sick pay, and time spent taking drug tests, that Tesla failed to reimburse business expenses incurred by employees, failed to provide employees with accurate wage statements, failed to pay separated employees all compensation due in a timely manner, and engaged in unfair competition. The Lawsuit seeks compensatory damages, liquidated damages, penalties, interest, and attorneys’ fees and costs, restitution, and injunctive relief. Tesla denies all allegations in their entirety, vigorously maintains that Tesla pays its employees properly under the law, and asserted numerous affirmative defenses to the *Flores* and *Romero* allegations.

The parties have conducted a significant investigation of the facts and law during the prosecution of the Lawsuit, including the exchange of information and documents through informal and formal discovery. The parties have held numerous meetings and informal conferences wherein they exchanged information and theories of the respective cases. The parties participated in a mediation and subsequent settlement discussions and reached a Settlement. The Settlement resolves all claims in the Lawsuit.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Notice is intended or will be construed as an admission by Tesla that Plaintiffs' claims in the Lawsuit have merit or that Tesla has any liability to Plaintiffs or the Settlement Class on those claims.

The Parties and their counsel have concluded that the Settlement is fair, reasonable and adequate, considering the costs, interruptions, risks and uncertainties to each side of continued litigation and Plaintiffs and their counsel believe the Settlement is in the best interests of Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement Class if you fall within the following definition:

All persons employed by Tesla in a non-exempt production position at the Tesla factory in Fremont, California from March 26, 2017 through January 22, 2021 (the "Employees").

WHO IS CLASS COUNSEL?

Gregory E. Mauro and James R. Hawkins of James Hawkins APLC are counsel for Plaintiff Julio Romero, and Mark A. Ozzello and Brandon K. Brouillette of Capstone Law APC are counsel for Plaintiff Edgar Flores (together, "Class Counsel").

SUMMARY OF THE SETTLEMENT

WHAT ARE THE BENEFITS OF THE SETTLEMENT?

1. Tesla will pay a Gross Settlement Amount of \$4,000,000 to settle the Lawsuit. The Gross Settlement Amount will fund all payments to be made under the Settlement, including payments to the Settlement Class Members and the employer's portion of payroll taxes, and all court-approved deductions including settlement administration costs, attorney's fees, costs, and the Named Plaintiff Enhancement Payments, as described below.

Following the court-approved deductions from the Gross Settlement Amount, the remaining amount will be the Class Payout Fund, which will be distributed to Settlement Class Members who do not timely request to be excluded from the Settlement. Class Member Payments will be made on a pro-rata basis, based on the number of pay periods each Settlement Class Member worked from March 26, 2017 through January 22, 2021 ("Settlement Period").

2. A Settlement Class Member is not required to submit a claim form in order to be eligible for and to receive a Class Member Payment.
3. Excluded from becoming Settlement Class Members are those Employees who submit valid and timely requests for exclusion pursuant to the terms and procedures of the Notice. However, Employees cannot exclude themselves from the PAGA portion of the Settlement.
4. **Court-Approved Deductions.** Should the Court approve the Settlement, the following court-approved deductions shall be made from the Gross Settlement Amount:
 - a. **Class Counsel's Fees Award and Costs Award.** Class Counsel have represented and continue to represent the Settlement Class on a contingency-fee basis. That means that attorneys' fees are paid only if money is recovered for the Settlement Class. It is common to award attorneys' fees as a percentage of the settlement amount negotiated by the attorneys for the Settlement Class. As part of the final approval hearing, Plaintiffs' Counsel, will request up to one third of the Gross Settlement Amount for their attorneys' fees in connection with their work in this case, and reimbursement of their reasonable litigation costs and expenses that were advanced by Class Counsel in connection with the Lawsuit.
 - b. **Named Plaintiff Enhancement Payments.** In addition to their Class Member Payments as Settlement Class Members, the named Plaintiffs will seek approval from the Court for payments of \$10,000 each (for a total of \$20,000) in consideration for their service in initiating and pursuing the Lawsuit, and undertaking the risk of liability for attorneys' fees and expenses in the event they were unsuccessful in the prosecution of the Lawsuit. These payments, if approved by the Court, will be paid in addition to each Plaintiff's Class Member Payment, and will be made out of the Gross Settlement Amount.
 - c. **PAGA Payment.** The parties will seek approval from the Court to designate \$275,000 of the Gross Settlement Amount as penalties recoverable under the California Private Attorneys General Act. 75% of this amount, or \$206,250, will be paid to the California Labor and Workforce Development Agency, as required by law. The remaining 25% of this amount, or \$68,750.00, will be distributed to all Employees on a pro-rata basis and paid in addition to any Class Member Payments.
 - d. **Settlement Administration Costs.** If approved by the Court, the reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, which are estimated to be approximately \$150,000, will be paid out of the Gross Settlement Amount.

How much is my Settlement Payment?

Your total estimated pay periods is _____. Your anticipated approximate Settlement Payment is _____. The exact amount of the Settlement Payment could

vary, depending upon various factors, including (1) whether any Class Members dispute the number of pay periods credited to them; and (2) whether any additions or deletions are made to the number of Class Members. 1/3 of your Settlement Payment will be allocated as W-2 wages; 2/3rds will be allocated as penalties and interest.

You are entitled to dispute the number of pay periods and/or your employment status that is reported in this Notice. To submit a valid dispute, you must send a dated and signed letter stating you dispute the number of pay periods along with any supporting documentation, to the Claims Administrator so that it is **postmarked no later than [REDACTED], 2021 (45 days after this Notice was originally sent to you)**. Any dispute that is postmarked later than [REDACTED], 2021, will be late and invalid and will result in the Class Member being bound by the number of pay periods reported in this Notice.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?

If the Court approves the proposed Settlement, it will enter a judgment as to all Settlement Class Members who do not timely request exclusion from the Settlement. This means that Settlement Class Members, including the Named Plaintiffs Flores and Romero, who do not exclude themselves, will be barred from bringing their own lawsuits for recovery against Tesla for any and all “Released Claims,” which are defined as:

- Any and all claims alleged in the Lawsuit, all claims arising from or related to the facts, theories, or claims alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts, claims, theories, and/or primary rights alleged to have been invaded to the fullest extent permitted by law, that arose during the Settlement Period, including, but not limited to, claims alleging a violation of the Wage Orders of the California Industrial Welfare Commission; and/or alleging a violation of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 210, 212, 216, 218.5, 218.6, 221, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., and 2802, failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, vacation or PTO, reporting time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods or any allegation that meal or rest periods were not provided, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; reimbursement or compensation associated with submitting to drug testing; reimbursement for business expenses or any other claim that Defendant allowed or required employees to bear any of the costs associated with the operation of Defendant’s business, including without limitation the use of personal cell phones, tools, and electrical or other costs incurred in charging company property; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; unlawful deductions; secret underpayment of wages; unlawful payment instruments; paid sick leave, including that sick leave was calculated at an incorrect rate of pay; for failure to pay workers for the time spent donning and doffing work uniforms and waiting for and/or undergoing security checks;

any claim for unfair business practices arising out of or related to any or all of the aforementioned claims; any claim for penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs.

- All claims under the PAGA associated with any and all claims under PAGA arising from or related to the facts, theories, or claims as those alleged in the Lawsuit, that arose during the Settlement Period, including, but not limited to, claims under the California Private Attorneys General Act of 2004 alleging a violation of the Wage Orders of the California Industrial Welfare Commission; and/or alleging a violation of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 210, 212, 216, 218.5, 218.6, 221, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 246.5, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., and 2802, failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, vacation or PTO, reporting time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods or any allegation that meal or rest periods were not provided, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; reimbursement or compensation associated with submitting to drug testing; reimbursement for business expenses or any other claim that Defendant allowed or required employees to bear any of the costs associated with the operation of Defendant's business, including without limitation the use of personal cell phones, tools, and electrical or other costs incurred in charging company property; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; unlawful deductions; secret underpayment of wages; unlawful payment instruments; paid sick leave, including that sick leave was calculated at an incorrect rate of pay; for failure to pay workers for the time spent donning and doffing work uniforms and waiting for and/or undergoing security checks; all claims that Defendant employed Employees for longer hours than those fixed by the California Industrial Welfare Commission's Wage Orders; any claim for unfair business practices arising out of or related to any or all of the aforementioned claims; any claim for penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. The claims released by the Employees also include any and all claims under the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. that arise out of or arise in connection with the claims or facts alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts, claims, theories, and/or primary rights alleged to have been invaded to the fullest extent permitted by law.

The release of claims set forth in the Settlement excludes the release of claims not permitted by law.

WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?

If the Court does not approve the proposed Settlement, the Lawsuit will proceed as if no settlement has been attempted and there can be no assurance that the Settlement Class Members will recover more than is provided for in this Settlement or anything at all.

WHEN IS THE FINAL SETTLEMENT APPROVAL HEARING?

A hearing will be held before the Honorable Stephen D. Kaus of the Alameda County Superior Court on **INSERT DATE AND TIME**, in Department 19, 1221 Oak Street, Oakland, CA 94612. The purpose of the hearing is for the Court to determine final approval of the Settlement along with the amount properly payable for (i) the Fees Award and Costs Award, (ii) Named Plaintiff Enhancement Payments, (iii) the Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA Payments. **The time and date of this hearing may be changed without further notice. Settlement Class Members are advised to check the Settlement website or the Court's website to confirm that the date and/or time of the hearing has not been changed.**

Will my decision about whether to participate in the Settlement affect my employment with TESLA?

No. Tesla is prohibited by law from retaliating against any employee for participating in this Settlement.

Should I get my own lawyer in this case?

The Court has approved the law firms of James Hawkins APLC and Capstone Law APC, as Class Counsel. Class Counsel represents you and all Class Members in the Class Action. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?

If you are receiving this Notice, you have the following options:

- **Participate Fully in the Settlement:** To receive a monetary payment from this settlement, Settlement Class Members are not required to do anything.
- **Request to be Excluded:** Settlement Class Members who wish to exclude themselves from the Settlement Class must submit a signed, written statement requesting exclusion from the Settlement Class on or before **INSERT DATE** ("Objection/Exclusion Deadline Date"). The opt-out request must state in substance:

“I have read the Class Notice and I wish to opt out of the Settlement Class in *Julio Romero and Edgar Flores v. Tesla, Inc.*, Case No. RG18911152. I understand that by requesting to be excluded from the Settlement Class, I will not receive a Class Member Payment. I also understand that I will still receive a PAGA Payment for my share of the PAGA Settlement because I cannot object or exclude myself from the PAGA Settlement.”

Such written request for exclusion must contain the name, address, telephone number and last four digits of the Social Security number of the individual requesting exclusion and the years of his or her employment by Tesla; must be returned by mail to the Settlement Administrator at the following address: **INSERT ADDRESS**; must be signed by the individual requesting exclusion; and must be postmarked on or before the Objection/Exclusion Deadline Date. **The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.** Any person who opts-out of the Settlement Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal or comment thereon. Absent good cause found by the Court, individuals who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline Date shall be Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in the Lawsuit if the Settlement is approved by the Court. Employees cannot opt-out or exclude themselves from the PAGA portion of the Settlement.

- **Object.** You can ask the Court to deny approval of the Settlement by filing an objection. **You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement.** If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

All objections, requests to appear or other documents from Settlement Class Members should be sent to the Settlement Administrator, who then packages the documents for counsel and the court.

All written objections must be submitted no later than the Objection/Exclusion Deadline Date of _____, 2021. Even if you do not timely submit a written objection to the Settlement, you or your representative may still appear at the Final Approval Hearing to present to the Court oral objections or concerns you may have with the Settlement so long as you provide written notice, which may be by email, to Class Counsel and the Court at no later than 10:00 a.m. two days prior to the date of the Final Approval Hearing of your intent to appear at the Final Approval Hearing. If the hearing will be conducted remotely as a result of the Covid-19 pandemic, the Court will send you a responsive email with instructions regarding how to participate remotely. No Settlement Class Member shall be entitled to be heard at the final Settlement Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Settlement Class Member shall be received or considered by the Court at the Settlement Hearing, unless the Settlement Class Member submits an objection or request to appear to the Settlement

~~Administrator on or before the Objection/Exclusion Deadline Date. If the Settlement Class Member satisfies the requirements to object to the Settlement, he or she may opt to appear at the Final Approval Hearing pro se or through his or her own attorney.~~ Where the Settlement Class Member opts to appear through his or her own attorney, he or she is responsible for hiring and paying that attorney.

The Parties will be permitted to respond in writing to such objections prior to the Final Approval hearing. Absent good cause found by the Court, Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall remain Settlement Class Members and shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

COUNSEL FOR THE PARTIES MAY BE CONTACTED AT THE ADDRESSES BELOW:

DEFENSE COUNSEL	ROMERO CLASS COUNSEL	FLORES CLASS COUNSEL
SHEPPARD MULLIN RICHTER & HAMPTON Paul Cowie Gal Gressel pcowie@sheppardmullin.com ggressel@sheppardmullin.com Four Embarcadero Center, 17 th Floor, San Francisco, CA 94111-4109 Tel: 415-774-3113	JAMES HAWKINS APLC Gregory E. Mauro greg@jameshawkinsapl.com 9880 Research Drive, Suite 200 Irvine, CA. 92618 Telephone: 949.387.7200	CAPSTONE LAW APC Mark A. Ozzello Brandon K. Brouillette Mark.Ozzello@ capstonelawyers.com Brandon.Brouillette@ capstonelawyers.com 1875 Century Park East, Suite 1000 Los Angeles, California 90067 Telephone: (888) 249-9154

ARE THERE MORE DETAILS AVAILABLE?

This notice summarizes the proposed Settlement Agreement. For the precise terms and conditions of the settlement, please see the Settlement Agreement, which is available at www.ILYM.com. You may obtain a copy of the Settlement Agreement by contacting Class Counsel at the addresses above. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the 'Search By Case Number' link, then enter RG181911152 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

For any additional inquiries concerning this case, you may also contact the Claims Administrator, the [ILYM Group](#), at [INSERT CONTACT INFORMATION](#).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Exhibit 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

JULIO ROMERO and EDGAR FLORES,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

TESLA, INC., a California corporation; and
DOES 1-50, inclusive,

Defendants,

AND CONSOLIDATED ACTIONS.

Case No. RG18907072

Consolidated Case Nos.:
RG18911152
RG19013428

Assigned to the Hon. Stephen D. Kaus, Dept. 19

**[PROPOSED] ORDER CONDITIONALLY
CERTIFYING A CLASS FOR SETTLEMENT
PURPOSES AND PRELIMINARILY
APPROVING CLASS SETTLEMENT**

1 The motion by Plaintiffs Julio Romero and Edgar Flores (“Named Plaintiffs”) to
2 conditionally certify a class for settlement purposes only and to preliminarily approve a class
3 settlement under California Code of Civil Procedure 382 was heard on _____, 2021 in
4 Department 19 of the above captioned Court, the Honorable Stephen D. Kaus presiding.
5 Defendant Tesla, Inc. did not oppose Named Plaintiffs’ motion. Having considered the papers and
6 arguments of counsel, and good cause appearing, the Court hereby ORDERS as follows.

8 1. The Court preliminarily approves the Settlement as set forth in the Settlement
9 Agreement as being fair, reasonable, and adequate.

10 2. This Order incorporates by reference all definitions in the parties’ Settlement
11 Agreement of Class Action and Private Attorneys General Act Claims (“Settlement” or
12 “Settlement Agreement”) in the actions entitled *Julio Romero v. Tesla, Inc.*, Case No.
13 RG18911152 (inclusive of consolidated Case No. RG18920461) and *Edgar Flores v. Tesla, Inc.*,
14 Case No. RG18907072, consolidated as *Julio Romero and Edgar Flores v. Tesla, Inc.*, Case No.
15 RG181911152 (collectively, the “Lawsuit”) and all terms used herein shall have the same
16 meanings as set forth in the Settlement Agreement.

18 3. The Court finds the requirements of Code of Civil Procedure 382 are satisfied for
19 purposes of settlement and conditionally certifies the following class for settlement purposes:
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21 All persons employed by Tesla, Inc. in a non-exempt production
22 position at the Tesla factory in Fremont, California, during the
period of March 26, 2017 through January 22, 2021.

23 4. The Court finds Gregory E. Mauro and James R. Hawkins of James Hawkins
24 APLC and Mark A. Ozzello and Brandon K. Brouillette of Capstone Law APC to be capable of
25 adequately representing the conditionally certified Settlement Class and are hereby appointed as
26 joint Class Counsel.
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1 5. The Court approves ILYM Group Inc. as the Settlement Administrator to perform
2 those duties and responsibilities as set forth in the Settlement Agreement, and such further duties
3 as may be required to effectuate the Settlement.

4 6. The Court approves, as to form and content, the Notice of Proposed Settlement of
5 Class Action attached to the Settlement Agreement as Exhibit 1.

6 7. The Court finds that the mailing of the Notice of Proposed Settlement of Class
7 Action and methods for contacting and locating Employees described in the Settlement Agreement
8 constitutes the best notice practicable under the circumstances, constitutes valid and sufficient
9 notice to all Employees, and conforms with the requirements of California Code of Civil
10 Procedure 382, California Rules of Court 3.766 and 3.769, and due process.

11 8. Within 30 days from the date of entry of this order, Defendant shall provide the
12 Settlement Administrator with an "Employee List" showing employees' names, last known
13 mailing address, telephone number, Social Security number, date of birth, and dates of
14 employment during the Settlement Period. Defendants shall provide the list in an electronic
15 format to the Settlement Administrator. The Settlement Administrator shall keep the list
16 confidential, except as to disclose to Class Counsel the number of pay periods between March 26,
17 2017 and September 1, 2020, and will use it only for the purposes described herein.

18 9. Within 15 days after receipt of the Employee List, the Settlement Administrator
19 shall disclose to Class Counsel the number of pay periods between March 26, 2017 and September
20 1, 2020.

21 10. Within 21 days after receipt of the Employee List, the Settlement Administrator
22 shall mail the Notice of Proposed Settlement of Class Action to all Employees via first-class
23 regular U.S. mail and follow the procedures set forth in the Settlement Agreement. Employees
24 who wish to object to the class settlement, but not the PAGA settlement, must submit a written
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1 statement objecting to the Settlement to the Settlement Administrator no later than forty five (45)
2 days after the date the Class Notice is first mailed (the “Objection/Exclusion Deadline Date”).
3 The Parties will be permitted to respond in writing to such objections prior to the Final Approval
4 hearing. However, an Employee who does not timely submit a written objection to the Settlement
5 may appear (or their representative may appear on their behalf) at the Final Approval Hearing to
6 present to the Court oral objections or concerns with the Settlement, so long as the Employee
7 provides written notice, which may be by email, to Class Counsel and the Court at no later than
8 10:00 a.m. two days prior to the date of the Final Approval Hearing of their intent to appear at the
9 Final Approval Hearing. If the hearing will be conducted remotely as a result of the Covid-19
10 pandemic, the Court will provide the Employee or their representative with a responsive email
11 with instructions regarding how to participate remotely. Employees who fail to file and serve
12 timely written objections in the manner specified above shall remain Settlement Class Members
13 and shall be deemed to have waived any objections and shall be foreclosed from making any
14 objection (whether by appeal or otherwise) to the Settlement.
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17 11. Employees who wish to exclude themselves from the Settlement Class must submit
18 a signed, written statement requesting exclusion from the Settlement Class on or before the
19 Objection/Exclusion Deadline Date. The request for exclusion must state in substance:
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21 “I have read the Class Notice and I wish to opt out of the Settlement
22 Class in *Julio Romero and Edgar Flores v. Tesla, Inc.*, Case No.
23 RG18911152. I understand that by requesting to be excluded from
24 the Settlement Class, I will not receive a Class Member Payment. I
also understand that I will still receive a PAGA Payment for my
share of the PAGA Settlement because I cannot object or exclude
myself from the PAGA Settlement.”

25 12. A written request for exclusion must contain the name, address, telephone number
26 and last four digits of Social Security number of the person requesting exclusion and the years of
27 their employment by Defendant, must be returned by mail to the Settlement Administrator at a
28 specified address, must be signed by the Employee, and must be postmarked on or before the

1 Objection/Exclusion Deadline Date. The date of the postmark on the return mailing envelope
2 shall be the exclusive means used to determine whether a request for exclusion has been timely
3 submitted. Any Employee who requests exclusion from the Class Settlement will not be entitled
4 to any recovery under the Class Settlement and will not be bound by the Class Settlement or have
5 any right to object, appeal or comment in Court on the Settlement. Employees who fail to submit
6 a valid and timely request for exclusion on or before the Objection/Exclusion Deadline Date shall
7 be Class Members and shall be bound by all terms of the Class Settlement and any Final Judgment
8 entered in the Lawsuit if the Settlement is finally approved by the Court. However, Employees
9 cannot opt out of the PAGA Settlement and release of the PAGA claims set forth in the Settlement
10 Agreement.
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13 13. A Final Approval hearing shall be held on _____, 2021 at
14 _____: _____ .m. before the Honorable Stephen D. Kaus in Department 19, 1221 Oak
15 Street, Oakland, CA 94612. At the Final Approval hearing, the Court will determine whether the
16 Settlement should be finally approved as fair, reasonable and adequate, and whether the terms of
17 this Preliminary Approval Order and any other applicable legal prerequisites to Judgment are
18 satisfied. The Court will also determine the amount properly payable for (i) the Fees Award and
19 Costs Award, (ii) Named Plaintiff Enhancement Payments, (iii) the Settlement Administration
20 Costs, (iv) Class Member Payments; and (v) the PAGA Payments.
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22 14. Named Plaintiffs shall file a motion for Final Approval no later than sixteen court
23 days prior to the Final Approval hearing.

24 15. The Parties and Settlement Administrator are directed to add the date and time of
25 the Final Approval hearing, the deadline to request exclusion from or object to the Settlement and
26 information as applicable to the approved Notice of Proposed Settlement of Class Action.
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IT IS SO ORDERED

Dated: __, _____, 2021

Honorable Stephen D. Kaus
Judge of the Superior Court