

## STATEMENT OF CLAIM

### DETAILS

Body	NSW Civil and Administrative Tribunal
Application	Consumer Claim
Registry	Online
Case number	

### TITLE OF PROCEEDINGS

Plaintiff	<b>REDACTED</b>
Defendant	<b>Tesla Motors Australia, Pty Ltd</b> <b>ACN 142 889 816</b>

### FILING DETAILS

Filed for	REDACTED, Plaintiff
Contact name and telephone	REDACTED
Contact email	REDACTED

### TYPE OF CLAIM

Mercantile Law - Sale of Goods and Services - Goods sold and delivered

**RELIEF CLAIMED**

Amount of claim	\$8,500.00
Interest	\$1,936.55
Filing fees	\$120.00
Solicitors fees	\$3,080.00
<b>TOTAL</b>	<b>\$13,636.55</b>

**PLEADINGS AND PARTICULARS**

The Plaintiff relies on the following facts and assertions:

1. At all material times, the Plaintiff was a natural person able to sue and be sued.
2. At all material times, the Defendant was a corporation able to be sued in its corporate name and style.
3. On 28 February 2020, the Plaintiff purchased a Tesla Model 3 Long Range All-Wheel Drive Performance, VIN REDACTED ( **Vehicle**) from the Defendant for the total purchase price of \$101,394 (including GST and taxes).
4. Between about 28 February 2020 and 15 April 2020 (**Relevant Period**), the Defendant offered for sale the option of "Full Self Driving" capability which can be purchased for its vehicles.
5. During the Relevant Period, the Defendant represented on its website that the "Full Self Driving" capability contained the following features:
  - (a) "Auto Lane Changes: automatic lane changes while driving on the motorway";
  - (b) "Autopark: both parallel and perpendicular spaces"; and

the following features would be "Coming later this year":

  - (a) "Recognise and respond to traffic lights and stop signs";
  - (b) "Automatic driving on city streets";

- (c) "Summon": your parked car will come find you anywhere in a car park. Really";  
and
- (d) "Navigate on Autopilot: automatic driving from motorway on-ramp to offramp including interchanges and overtaking slower cars",

**(First Representation).**

6. In reliance upon the First Representation, on 15 April 2020, Plaintiff purchased from the Defendant the Full Self Driving product for \$8,500 (inclusive GST) (**Purchase Price**).
7. The Defendant asserts that, as at 15 April 2020, the Defendant represented on its website that the "Full Self Driving" capability contained the following features:
  - (c) "Navigate on Autopilot: automatic driving from motorway on-ramp to offramp including interchanges and overtaking slower cars",
  - (d) "Auto Lane Changes: automatic lane changes while driving on the motorway";
  - (e) "Autopark: both parallel and perpendicular spaces";
  - (f) "Summon: your parked car will come find you anywhere in a car park. Really";  
and

the following features would be "Upcoming":

- (g) "Recognise and respond to traffic lights and stop signs";
- (h) "Automatic driving on city streets";

**(Second Representation).**

8. As at 11 December 2023 and as at the date of this Statement of Claim, the Full Self Driving product does not have the "Automatic driving on city streets" feature.
9. The First Representation and Second Representation were made in trade or commerce.
10. The First Representation was misleading and/or deceptive in breach of section 18 of the *Australian Consumer Law*, being schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Act**), in that the Full Self Driving product would contain the "Automatic driving on city streets" feature by the end of 2020 and it did not.

11. In the alternative, the First Representation was misleading and/or deceptive in breach of section 18 of the *Australian Consumer Law* in that the Vehicle with the Full Self Driving option would be able to automatically drive on city streets by the end of 2020, but it could not.
12. The First Representation was false and/or misleading in breach of section 29 of the *Australian Consumer Law* in that the Full Self Driving product would contain the “Automatic driving on city streets” feature by the end of 2020 but it did not.
13. In the alternative, the First Representation was false and/or misleading in breach of section 29 of the *Australian Consumer Law* in that the Vehicle with the Full Self Driving option would be able to automatically drive on city streets by the end of 2020, but it could not.
14. The Second representation was misleading and/or deceptive in breach of section 18 of the *Australian Consumer Law* in that the “Automatic driving on city streets” feature of the Full Self Driving product would be “Upcoming” but it was not.
15. The Second Representation was false and/or misleading in breach of section 29 of the *Australian Consumer Law* in that the “Automatic driving on city streets” feature of the Full Self Driving product would be “Upcoming” but it was not.
16. Further, or in the alternative, the Plaintiff purchased the Full Self Driving product on the basis that it would contain, amongst other features, the “Automatic driving on city streets” feature, but the Defendant has failed to supply such feature.
17. In the circumstances, the Plaintiff is entitled to a refund of the Purchase Price from the Defendant.
18. On 11 December 2023, the Plaintiff made a demand in writing on the Defendant for a refund of the Purchase Price.
19. Despite the Plaintiff’s demand, the Defendant has failed to refund the Purchase Price to the Plaintiff.
20. And the Plaintiff claims:
  - (a) The sum of \$8,500.00;
  - (b) Solicitor’s fees at the sum of \$3,080.00;
  - (c) Interest pursuant to s100 Civil Procedure Act calculated as follows:

Amount	From	To	Days	Rate per annum	Interest per day	Interest
\$8,500.00	15-Apr-2020	30-Jun-2020	76	4.75%	\$1.11	\$84.07
\$8,500.00	1-Jul-2020	31-Dec-2020	184	4.25%	\$0.99	\$182.11
\$8,500.00	1-Jan-2021	30-Jun-2022	546	4.10%	\$0.95	\$521.32
\$8,500.00	1-Jul-2022	31-Dec-2022	184	4.85%	\$1.13	\$207.82
\$8,500.00	1-Jan-2023	30-Jun-2023	181	7.10%	\$1.65	\$299.27
\$8,500.00	1-Jul-2023	31-Dec-2023	184	8.10%	\$1.89	\$347.08
\$8,500.00	1-Jan-2024	31-May-2024	152	8.35%	\$1.94	\$294.88
<b>TOTAL</b>			1486			<b>\$1,936.55</b>

and continuing at a rate of \$1.94 per day; and

(d) Costs.

#### SIGNATURE

I acknowledge that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature

REDACTED

Capacity

Plaintiff

Date of signature

31/5/2024

**PARTY DETAILS****PARTIES TO THE PROCEEDINGS****Plaintiff**

REDACTED  
Plaintiff

**Defendant**

Tesla Motors Australia, Pty Ltd  
ACN 142 889 816  
Defendant

**FURTHER DETAILS ABOUT PLAINTIFF****Plaintiff**

Name REDACTED

Address REDACTED

Frequent user identifier

**DETAILS ABOUT DEFENDANT****Defendant**

Name Tesla Motors Australia, Pty Ltd ACN 142 889 816

Address Baker & McKenzie  
'Tower One - International Towers Sydney'  
Level 46  
100 Barangaroo Avenue  
SYDNEY NSW 2000