

Claim No: **[TO BE INSERTED]**

**IN THE COUNTY COURT BUSINESS CENTRE
ONLINE CIVIL MONEY CLAIMS**

BETWEEN:

[TO BE INSERTED]

Claimant

– and –

TESLA MOTORS LTD

Defendant

**Claimant's First Part 18
Request for Further Information made
on **[DATE]****

The Claimant makes this request under CPR Part 18 for further information of the Defendant's Defence dated **[DATE OF DEFENCE]** (the "**Request**").

In this Request, the Claimant adopts the defined terms used in the Defence.

For the avoidance of doubt, any document containing the responses to this Request should be verified with a Statement of Truth using the appropriate form of wording.

The Defendant requests a response to the Request as soon as practicable and in any event by **[DATE WHICH IS THREE WEEKS FROM WHEN THIS REQUEST IS MADE]**.

[Remove paragraphs if not mentioned in the defence Tesla used]

1. **[Add paragraph number, e.g. "Paragraph 10"]**: *"It seems to be common ground that a substantial portion of FSDC features have been delivered."*
 - a. This is not common ground.
 - b. What portion of FSDC does the defendant claim has been delivered, as "substantial" is meaningless and vague in the context of this litigation.
2. **[Add paragraph number, e.g. "Paragraph 10"]**: *"Importantly, directly underneath this, it was stated:
"The activation and use of these features are dependent on achieving reliability far in excess of human drivers as demonstrated by billions of miles of experience, as well as*

regulatory approval, which may take longer in some jurisdictions. As these self-driving features evolve, your car will be continuously upgraded through over-the-air software updates." ("the Disclaimer")

- a. The Defendant presents the Disclaimer in the same light as the primary claims made on upcoming features that weren't delivered.
 - b. Was the Disclaimer viewed by all customers? e.g. Was it possible to place an order without viewing the Disclaimer?
 - c. What size text was used for both the primary claims and the Disclaimer?
 - d. What regulatory approval barriers were at the time of the order being placed that the Defendant was aware of?
 - e. What is the measure of reliability the Defendant was using in this text?
 - f. What was the reliability time of placing the order?
 - g. How was "experience" going to be gained if the Defendant never delivered the features? If this was from their own testing, what was the rate of experience being gained at the time of the order?
 - h. For both (f) and (g), e.g. the reliability proven and experience gained, what were the figures at 31st December 2020, 2021, 2022 and 2023 for the previous 12 months?
3. [Add paragraph number, e.g. "Paragraph 10"]: *"It was therefore at all times made clear to the Claimant that FSDC features and their roll-out depended on certain factors including those beyond Tesla's control, such as regulatory approvals. The functionality delivered matches this description and thus there is no breach of the CRA as alleged or at all."*
 - a. Is the Defendant saying that "billions of miles of experience" is not under their control?
 - b. Is the Defendant saying that "achieving reliability far in excess of human drivers" is not under their control?
 - c. What factors prevented the Traffic Light and Stop Sign Control feature rolling out until September 2020?
 - d. What factors have prevented the "Automatic driving on city streets" rolling out at all in the UK? When was the earliest this feature rolled out too all FSDC customers in any jurisdiction worldwide?
4. [Add paragraph number, e.g. "Paragraph 10"]: *"Advancements in the field of autonomous driving in the US have no relevance to this claim."*
 - a. Is the Defendant's position that the "billions of miles of experience" required has to all be in the UK? e.g. Any experience gained in the US has no relevance to experience in the UK. Or is the Defendant's position that advancements in autonomous driving in the US are entirely separate to those in the UK.