Official Notice from the United States District Court for the Northern District of California

IF YOU CONTRACTED WITH TESLA FOR A SOLAR ROOF AND WERE NOTIFIED IN APRIL 2021 THAT THE PRICE WOULD INCREASE, YOU MAY BE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT

Don't worry, you are not being sued. This is an official Court Notice, not an ad for a lawyer.

- Tesla has settled a class action that claimed it breached its contracts with consumers and violated California law when it increased the price of Solar Roofs in April 2021. Tesla denies the claims asserted in the lawsuit and denies any wrongdoing, including that it violated any law.

- You are included in the class action Settlement if you entered into a contract with Tesla for the purchase and/or installation of a Solar Roof with or without a Powerwall energy storage system in the United States and Tesla notified you, in or around April 2021, that you would have to pay an increased price as a condition for performance of the contract. Some exclusions apply.

- As part of this Settlement, Tesla is establishing a $6,080,000 Settlement Fund which will offer Class Members an automatic $100 payment, or the option to submit a claim to request recovery of out-of-pocket losses caused by the cancellation or alleged delay of their Solar Roof contract or payment toward the increased installation costs of a new Solar Roof contract. Visit www.SolarRoofSettlement.com/submit-claim to access the Claim Form and upload supporting documents. Subject to Court approval, this Settlement Fund will also be used to pay the costs of notifying people about the Settlement and implementing it, the lawyers' fees and costs, and a service award to the consumers who helped bring the case and obtain the settlement. Tesla has also agreed to install Solar Roofs at the original contract price of Settlement Class Members who had been scheduled for installation of their Solar Roof with Tesla as of April 24, 2023. Tesla will also automatically refund any deposits paid by Settlement Class Members who have not had their Solar Roof installed or cancelled their contract but did not receive a refund.

- If you are included, your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
Do Nothing	You will automatically receive a $100 payment. You will release your right to sue Tesla for the issues in this lawsuit.
Fill Out a Claim Form & Submit Documents	If you claim that the cancellation or alleged installation delay of your Solar Roof cost you money, you can submit a Claim Form and documents to request recovery of some or all of that alleged loss. Or, if you would like to enter a new contract with Tesla for a Solar Roof at an increased cost, you can file a claim to recover some or all of the increased cost. All Claim Forms must be submitted **by January 2, 2024**.

Object	Write to the Court about why you do not like something about the Settlement **by January 2, 2024**.
Ask to be excluded from the Class	If you don't want to be a part of the Settlement, you must submit a request to be excluded **by January 2, 2024**. You will not receive any money or other benefits, but you will keep any rights to sue Tesla for the same legal issues in this lawsuit.
Go to a hearing on March 7, 2024	You can ask to speak to the Court about your opinion of the Settlement, including the amount of lawyers' fees. Written requests to speak must be received by the Court **by January 2, 2024**.

BASIC INFORMATION

1. Why should I read this Notice?

This Notice explains the lawsuit, the Settlement, your rights, what payments are available, and how to get them.

The Hon. Vince Chhabria of the United States District Court for the Northern District of California oversees this class action. The lawsuit is known as *Amans et al. v. Tesla, Inc.*, No. 3:21-cv-03577-VC (N.D. Cal.).

2. What is this lawsuit about?

Plaintiffs Matthew Amans and Babak Malek sued Tesla claiming that after they entered into contracts with Tesla for the installation of a Solar Roof, in April 2021, Tesla increased the prices to be charged to existing consumers for Solar Roofs. Plaintiffs alleged that this conduct was a breach of contract and violated several other federal and state consumer protection laws. Plaintiffs sought to have Tesla honor consumers' contracts at the original price and compensate them for losses related to preparations for the installation of a contracted-for Solar Roof. Tesla denies that it breached its contracts with consumers or that it violated any law. The Court did not decide who was right or wrong.

More information about the lawsuit can be found in the "Court Documents" section of the Settlement Website at www.SolarRoofSettlement.com.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representative(s)" sue on behalf of other people who have similar claims. If the Court certifies the case as a class action, these people together are a "Class" or "Class Members." One Court resolves the issues in the case for everyone in the Class – except for those people who choose to exclude themselves. In this case, the Court has granted preliminary approval of this class action Settlement and, as part of its preliminary approval, has preliminarily appointed Matthew Amans and Babak Malek the Class Representatives

for the Settlement Class who contracted for Solar Roofs and were subjected to the April 2021 price increase.

WHO IS INCLUDED IN THE SETTLEMENT

4. Am I included as part of the Class?

For purposes of this Settlement, the Court decided that all people who fit this definition are included in the Class: "all persons with whom Tesla entered into a contract for the purchase and/or installation of a Solar Roof with or without a Powerwall energy storage system in the United States and whom Tesla notified, in or around April 2021, would be required to pay an increased price as a condition for performance of the contract."

You may still be a member of the Class even if you cancelled your contract with Tesla for the Solar Roof or had the Solar Roof installed at its original contracted price.

Additionally, the following individuals are excluded from the Class: (a) any Judge or Magistrate presiding over this action and members of their families; (b) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and its current or former employees, officers and directors; (c) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (d) the legal representatives, successors, and assigns of any such excluded persons.

Tesla's records were used to identify Class Members who should have received Notice through email or U.S. mail. If you did not get a Notice by email or mail, and if you think you should be included in the Class, please contact the Settlement Administrator, and be prepared to provide sufficient information about your Tesla Solar Roof contract.

For more information, please visit www.SolarRoofSettlement.com.

5. I'm still unsure if I am included.

If you are still not sure whether you are included, you can get free help at www.SolarRoofSettlement.com, by emailing the Settlement Administrator at info@SolarRoofSettlement.com, and by calling the Settlement Administrator at 1 (774) 355-5558. You may also call the lead lawyers appointed to represent Class Members in this case, Edelson PC ("Edelson") at (866) 354-3015. Please do not contact the Court or Tesla.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

As part of this Settlement, Tesla is establishing a $6,080,000 Settlement Fund which will offer class members an automatic $100 payment, or the option to submit a claim to recover out-of-pocket losses that they claim were caused by the cancelling of their solar roof contract or payment toward alleged increased installation costs of a new Solar Roof contract. The Settlement Fund has been divided into three different parts to pay each of these different types of claims: (1) an

"Automatic Payment Fund" of $863,600; (2) a "New Contract Roof Installation Fund" of $2,220,000; and (3) an "Out-of-Pocket Loss Fund" of $1,406,400. This Settlement Fund will also be used to pay the costs of notifying people about the Settlement and implementing it, the lawyers' fees and costs, and a service award to the consumers who helped bring the case and obtain the settlement, all subject to Court approval. After the filing of this case, Tesla agreed to install the Solar Roof of Class Members at the original contract price and many of those Solar Roofs have been installed. Tesla has also agreed to install Solar Roofs at the original contract price of Settlement Class Members who had been scheduled for installation of their Solar Roof with Tesla as of April 24, 2023. Tesla will also automatically refund any deposits paid by Settlement Class Members who have not had their Solar Roof installed or cancelled their contract but did not receive a refund.

7. What do I get from the Settlement?

If you are a class member, you have three options under this settlement.

Option 1 - Automatic Settlement Payments: If you do nothing you will automatically receive a payment for $100. No Claim Form or documentation is required. Class Members can also choose their preferred payment method (Venmo, Zelle, ACH direct deposit) instead of a check by visiting www.SolarRoofSettlement.com/payment-selection.

Option 2 - Out-Of-Pocket Loss Payments: Class Members who canceled contracts, do not want a Solar Roof installation, or claim that they faced delays due to the April 2021 price increase can visit www.SolarRoofSettlement.com/submit-claim to file a Claim Form for out-of-pocket losses they claim were caused by money spent preparing for the Solar Roof installation. You can request and provide proof of loss for things such as: (i) utility expenses; (ii) landscaping expenses (e.g. tree removal); (iii) roof-related work/repairs such as mold remediation, chimney removal, roof protection, roof leveling, or waterproof lining; (iv) electrical work and/or expenses; (v) increased expenses related to Powerwalls that were added with the April 2021 price increase; (vi) increased insurance payments; (vii) inspection/permit fees; and/or (viii) costs associated with seeking HOA approval for a Solar Roof. Approved Class Members will receive their payment, minus any previous amount reimbursed by Tesla. If the total payments for all Approved Class Members exceed the Out-of-Pocket Loss Fund, you will get a pro rata share. If a claim amount is less than $100 or denied, you will instead receive an Automatic Payment of $100.

Option 3 - Increased Installation Cost Payments: Class Members intending to purchase a new Solar Roof can submit a Claim Form by visiting www.SolarRoofSettlement.com/submit-claim by the Claims Deadline and select this option. Provided that Tesla currently services the location for which the Settlement Class Member seeks installation of a Solar Roof and the site is otherwise suitable for a Solar Roof according to Tesla's standard qualification criteria, the Settlement Class Member may visit the Tesla website to place an order for a Solar Roof with an updated price quote reflecting pricing consistent with then-current market rates and Tesla's customary pricing and Tesla will work with the customer in good faith to finalize a new contract within thirty (30) days of order placement. Those Settlement Class Members must notify Tesla and the Settlement Administrator of their intention to move forward with the updated Solar Roof Contract within fourteen (14) days after receipt of the updated contract. Upon proof of payment and installation, Approved Class Members will receive a pro rata payment from the New Contract Roof Installation Fund, which will not exceed the difference between the original and new contract prices. If the Approved Claim amount is denied or less than $100, the Class Member instead receives an Automatic Payment.

To the extent excess funds remain in any of the parts of the Settlement Fund, such funds will be redistributed if feasible.

8. When will I get my payment?

Automatic Payments and Out-of-Pocket Loss Payments will be made within 28 days after the Court grants final approval to the Settlement and that decision is no longer subject to further review by an appellate Court. Class Members entering into a contract for a new Solar Roof must also have made payment or had the work completed before their payment will be sent. The Court will consider final approval of the Settlement on **March 7, 2024**. Even if the Court approves the Settlement, there may be appeals. It is always uncertain whether and when appeals can be resolved and resolving them can take more than a year.

The Settlement Website will be updated to inform Class Members of the progress of the Settlement. Please be patient.

If checks or electronic payments are not cashed or processed within 60 days, these funds will be redistributed among other eligible recipients or, if redistribution is not feasible, donated to a pre-approved charitable organization (also known as a cy pres recipient).

WHAT HAPPENS IF YOU REMAIN IN THE SETTLEMENT

9. What am I giving up if I stay in the Class and receive the Settlement Benefits?

Unless you exclude yourself from the Settlement and forgo the right to any of the Settlement benefits, you will remain in the Class. That means that if the Court approves the Settlement, you will not have the right to file a separate lawsuit against, or seek further money from, Tesla for any issues or claims in this case. This release covers all claims based on the facts alleged about the price increase of the Solar Roof, but not other types of claims.

The specific scope of the claims you are releasing is in paragraph 1.25 of the Settlement Agreement, which is available through the "Court Documents" link on the Settlement Website. If you have any questions, you can talk to the lawyers listed in Question 11 for free, or you can, of course, talk to your own lawyer if you have questions about what the release means.

10. What if I do nothing?

If you are a Class Member and do nothing (meaning you don't submit a Claim Form and don't exclude yourself), you will receive an Automatic Payment of $100. You will also release your right to sue Tesla in a separate lawsuit, as described above.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has appointed Eve-Lynn Rapp of the law firm of Edelson PC (866) 354-3015 as lead class counsel to represent you and all Class Members. The Court has also appointed Peter A. Muhic of The Miller Law Firm, P.C and Sarvenaz J. Fahimi of Cotchett, Pitre, & McCarthy LLP as "Plaintiffs' Steering Committee" to assist representing the Class. These attorneys are called "Class Counsel."

The law firms are experienced in handling similar class action cases. More information about Edelson, The Miller Law Firm, and Cotchett, Pitre, & McCarthy LLP their practices, and their lawyers' experience is available at www.edelson.com, https://millerlawpc.com, and www.cpmlegal.com.

Class Counsel believe, after prosecuting the claims against Tesla in Court, that the Settlement Agreement is fair, reasonable, and in the best interests of the Class. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

The Court will determine how much Class Counsel will be paid for attorneys' fees, costs, and expenses in this case. The amounts will be paid from the $6,080,000 Settlement Fund. Class Counsel will apply for an attorney's fee award of no more than twenty five percent of the Settlement Fund, plus costs and expenses.

Class Counsel will also ask the Court to approve a service award of up to $10,000 each to compensate the Class Representatives for their service on behalf of the Class.

Class Counsel's application for an award of attorney's fees, costs, and expenses and the class representative awards will be made available on the "Court Documents" page at www.SolarRoofSettlement.com on December 19, 2023.

EXCLUDING YOURSELF FROM THE CLASS

13. How do I get out of the Settlement?

To exclude yourself from the Class and decline the rights and benefits of the Settlement, you must mail or email the Settlement Administrator by **January 2, 2024** stating that you "want to be excluded from the Class in *Amans et al. v. Tesla, Inc.*, No. 3:21-cv-03577-VC (N.D. Cal.)." The letter or email must (a) identify the case name; (b) state the full name, current address, and address associated with the Solar Roof, if different of the person in the Settlement Class seeking exclusion; (c) contain the hand signature of the person(s) seeking exclusion; and (d) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline.

You may not request to be excluded from the Settlement Class through "mass" or "class" opt-outs or bulk mailing of requests, meaning that each individual who seeks to be excluded must submit an individual request for exclusion to the Settlement Administrator.

14. What if I do not exclude myself from the Settlement?

If you do not exclude yourself from the Settlement, you will receive the benefits of the Settlement described above and will give up any right to sue Tesla for the claims being resolved by this Settlement. If you have a pending case or arbitration against Tesla, please speak with your attorney immediately about this Settlement.

15. Will I get An Automatic Payment or other payment if I exclude myself from the Settlement?

No. If you exclude yourself, you will not receive an Automatic Payment and you should not submit a Claim Form to ask for a payment. If you attempt to both exclude yourself from the Settlement and receive a payment from the Settlement, your request for exclusion will be given priority and you will not receive a payment.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

16. How do I object or comment on the Settlement or the request for attorneys' fees, costs, expenses, and service award?

You can comment on, or object to, the Settlement, Class Counsel's request for attorney's fees, costs and expenses, and/or the request for a service award for the Class Representatives.

You can ask the Court to deny approval of the Settlement. 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 payments will be made now, and the litigation will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a written objection before the deadline, you may, but don't have to, appear at the Final Approval Hearing. If you want to appear, you can do so yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections must contain the following:

- Your full legal name, current mailing address, and address associated with the Solar Roof;
- A statement that you believe yourself to be a member of the Settlement Class;
- A statement that identifies whether you are objecting only on your own behalf, on behalf of a subsection of the Class, or on behalf of the Class as a whole;
- All reasons for your objection or comment, including all citations to legal authority and

evidence or documents supporting the objection;

- The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;

- Whether you intend to personally appear and/or testify at the Final Approval Hearing (either personally or through counsel), and what witnesses you will ask to speak; and,

- Your handwritten or electronically signed signature.

The requirement to submit written notice of a Class Member's intent to appear at the Final Approval Hearing may be excused by the Court upon a showing of good cause and the Court will require only substantial compliance with the above-referenced requirements.

Your comment or objection should be received by the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, Phillip Burton Federal Building & U.S. Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing it in person at any location of the United States District Court for the Northern District of California. **Your comment or objection must be filed or postmarked on or before January 2, 2024**.

17. What is the difference between objecting and excluding myself from the Class?

Objecting means that you disagree with some aspect of the Settlement and think the Court should not approve the Settlement. An objection, or a comment, allows your views to be heard in court. You can object only if you stay in the Class.

Excluding yourself from the Class means that you are no longer a Class Member and do not want the Settlement to apply to you. If you exclude yourself, you lose any right to receive any payments or benefits from the Settlement or to object to the Settlement because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court is scheduled to hold the Final Approval Hearing on **March 7, 2024** at 1:00pm PST via Zoom. You can attend by Zoom at this time and date at https://www.cand.uscourts.gov/judges/chhabria-vince-vc/. The hearing may be rescheduled to a different date or time or location without another notice to Class Members. The date, time and location of the hearing may be subject to change, as may the manner in which Class Members might appear at the hearing. Please review the Settlement Website for any updated information regarding the final hearing.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing. The Court may also consider Class Counsel's application for attorney's fees, costs and expenses and for service awards to the Class Representatives.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you submit a written objection or comment, you do not have to come to the Court to talk about it. As long as you submit your written objection or comment on time, and follow the requirements above, the Court will consider it. You may also pay your own attorney to attend, but it is not required.

20. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection or comment a statement saying that it is your "Notice of Intent to Appear in *Amans et al. v. Tesla, Inc.*, No. 3:21-cv-03577-VC (N.D. Cal.)." It must include your name, address, email, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your submission and notice of intent to appear must be filed with the Court and be received **no later than January 2, 2024**. At the hearing, the Court may hear any objections and arguments concerning the fairness of the Settlement and/or Class Counsel's request for attorneys' fees, costs, expenses, and service awards.

You cannot speak at the hearing if you exclude yourself from the Class.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Class Action Settlement, in the Court's orders, and other relevant documents, which are available online at www.SolarRoofSettlement.com.

You can also get information about this case by accessing the Court docket, for a fee, through the Court's Public Access to Court Electronic (PACER) system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can contact the Settlement Administrator by email at info@SolarRoofSettlement.com, and by phone at 1 (774) 355-5558. You may also contact Class Counsel at the Edelson firm at (866) 354-3015.

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

All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.