

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: BIRD RIDES, INC., a Delaware corporation, d/b/a
(AVISO AL DEMANDADO): BIRD; NEUTRON HOLDINGS, INC., a Delaware
corporation, d/b/a LIME; XIAOMI USA, INC., a
California corporation; SEGWAY INC., a Delaware
corporation; and DOES 1-100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

DANIELLE BORGIA; TINA OGATA; JOAN HOWELL; ALEX BULE; KEITH
FINKELSTEIN; NATASA KOJIC; REBECCA MARTINEZ; DAVID PETERSEN; and
ANDREA ROSENTHAL, on behalf of themselves and others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 19 2018

Sherri R. Carter, Executive Officer/Clerk of Court

By: Isaac Lovo, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡A VISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: Los Angeles Superior Court - Central District
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

10STCV01416

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jeffrey Lee Costell, Costell and Cornelius Law Corporation
1299 Ocean Avenue, Santa Monica, CA 90401, (310) 458-5959

DATE: OCT 19 2018
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

TSR LVO

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeffrey Lee Costell SBN 93688 Costell and Cornelius Law Corporation 1299 Ocean Avenue, STE 450 Santa Monica, CA 90401 TELEPHONE NO.: (310) 458-5959 FAX NO.: (310) 458-7959		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles OCT 19 2018 Sherri R. Carter, Executive Officer/Clerk of Court By: Isaac Levo, Deputy	
ATTORNEY FOR (Name): Plaintiffs			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles - Central District STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: DANIELLE BORGIA, et. al. v. BIRD RIDES, INC., et. al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 18STCV01416 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify):
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 18, 2018

Jeffrey Lee Costell
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease	Construction Defect (10)
	Contract <i>(not unlawful detainer or wrongful eviction)</i>	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller	Securities Litigation (28)
	Plaintiff <i>(not fraud or negligence)</i>	Environmental/Toxic Tort (30)
	Negligent Breach of Contract/Warranty	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Other PI/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Enforcement of Judgment
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment (20)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Abstract of Judgment (Out of County)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Confession of Judgment <i>(non-domestic relations)</i>
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Insurance Coverage <i>(not provisionally complex)</i> (18)	Sister State Judgment
Medical Malpractice (45)	Auto Subrogation	Administrative Agency Award <i>(not unpaid taxes)</i>
Medical Malpractice—Physicians & Surgeons	Other Coverage	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Professional Health Care Malpractice	Other Contract (37)	Other Enforcement of Judgment Case
Other PI/DPD/WD (23)	Contractual Fraud	Miscellaneous Civil Complaint
Premises Liability (e.g., slip and fall)	Other Contract Dispute	RICO (27)
Intentional Bodily Injury/DPD/WD (e.g., assault, vandalism)	Real Property	Other Complaint <i>(not specified above)</i> (42)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Declaratory Relief Only
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Injunctive Relief Only <i>(non-harassment)</i>
Other PI/DPD/WD	Other Real Property (e.g., quiet title) (26)	Mechanics Lien
Non-PI/DPD/WD (Other) Tort	Writ of Possession of Real Property	Other Commercial Complaint Case <i>(non-tort/non-complex)</i>
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Civil Complaint <i>(non-tort/non-complex)</i>
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Quiet Title	Miscellaneous Civil Petition
Defamation (e.g., slander, libel) (13)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Partnership and Corporate Governance (21)
Fraud (16)	Unlawful Detainer	Other Petition <i>(not specified above)</i> (43)
Intellectual Property (18)	Commercial (31)	Civil Harassment
Professional Negligence (25)	Residential (32)	Workplace Violence
Legal Malpractice	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Elder/Dependent Adult Abuse
Other Professional Malpractice <i>(not medical or legal)</i>	Judicial Review	Election Contest
Other Non-PI/DPD/WD Tort (35)	Asset Forfeiture (05)	Petition for Name Change
Employment	Petition Re: Arbitration Award (11)	Petition for Relief From Late Claim
Wrongful Termination (36)	Writ of Mandate (02)	Other Civil Petition
Other Employment (15)	Writ—Administrative Mandamus	
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SHORT TITLE:

Borgia, et. al. v. Bird Rides, Inc., et. al.

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

Auto
TortOther Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input checked="" type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7260 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Borgia, et. al. v. Bird Rides, Inc., et. al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6080 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
	Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment
<input type="checkbox"/> A6160 Abstract of Judgment			2, 6
<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)			2, 9
<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)			2, 8
<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax			2, 8
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case			2, 8, 9
RICO (27)		<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6180 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> A6100 Other Civil Petition	2, 9

SHORT TITLE: Borgia, et. al. v. Bird Rides, Inc., et. al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS:
CITY:	STATE:	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: October 18, 2018



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> FILED Superior Court of California County of Los Angeles 10/19/2018 <small>Sherri R. Carter, Executive Officer / Clerk of Court</small> By: <u>Isaac Lovo</u> Deputy </div>
<small>COURTHOUSE ADDRESS:</small> Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> 18STCV01416

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Maren Nelson	17					

Given to the Plaintiff/Cross-Complainant/Attorney of Record
 on 10/19/2018
(Date)

Sherri R. Carter, Executive Officer / Clerk of Court
 By Isaac Lovo, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

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Superior Court of California
County of Los Angeles

OCT 19 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Isaac Lovo, Deputy

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Attorneys for Plaintiffs Danielle Borgia, Tina Ogata,
Joan Howell Alex Bule, Keith Finkelstein, Natasa
Kojic, Rebecca Martinez, David Petersen, and Andrea
Rosenthal, on behalf of themselves and others similarly
situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

DANIELLE BORGIA; TINA OGATA;
JOAN HOWELL; ALEX BULE; KEITH
FINKELSTEIN; NATASA KOJIC;
REBECCA MARTINEZ; DAVID
PETERSEN; and ANDREA
ROSENTHAL, on behalf of themselves
and others similarly situated,

Plaintiffs,

vs.

BIRD RIDES, INC., a Delaware
corporation, d/b/a BIRD; NEUTRON
HOLDINGS, INC., a Delaware
corporation, d/b/a LIME; XIAOMI USA,
INC., a California corporation; SEGWAY
INC., a Delaware corporation; and DOES
1-100, inclusive,

Defendants.

Case No.:

18STCV01416

CLASS ACTION COMPLAINT FOR:

1. STRICT PRODUCTS LIABILITY (SCOOTER DEFENDANTS);
2. STRICT PRODUCTS LIABILITY (MANUFACTURING DEFENDANTS);
3. NEGLIGENCE (SCOOTER DEFENDANTS);
4. NEGLIGENCE (MANUFACTURING DEFENDANTS);
5. NEGLIGENCE PER SE (SCOOTER DEFENDANTS);
6. NEGLIGENCE PER SE (MANUFACTURING DEFENDANTS);
7. GROSS NEGLIGENCE (SCOOTER DEFENDANTS);

8. GROSS NEGLIGENCE
(MANUFACTURING
DEFENDANTS);
 9. BREACH OF IMPLIED
WARRANTY OF FITNESS FOR A
PARTICULAR AND/OR
INTENDED PURPOSE (SCOOTER
DEFENDANTS);
 10. BREACH OF IMPLIED
WARRANTY OF FITNESS FOR A
PARTICULAR AND/OR
INTENDED PURPOSE
(MANUFACTURING
DEFENDANTS);
 11. BREACH OF IMPLIED
WARRANTY OF
MERCHANTABILITY (SCOOTER
DEFENDANTS);
 12. BREACH OF IMPLIED
WARRANTY OF
MERCHANTABILITY
(MANUFACTURING
DEFENDANTS);
 13. PUBLIC NUISANCE;
 14. DECLARATORY AND
INJUNCTIVE RELIEF (RE:
DEPLOYMENT);
 15. AIDING AND ABETTING
ASSAULTS
- DEMAND FOR JURY TRIAL**

Plaintiffs hereby allege as follows:

INTRODUCTION

1. This is an action for which class certification will be sought by Plaintiffs Lorenzo Francisco Borgia, a minor by and through his mother and legal guardian, Danielle Borgia ("Borgia"), Tina Ogata ("Ogata"), Joan Howell ("Howell"), Alex Bule ("Bule"), Keith Finkelstein ("Finkelstein"), Natasa Kojic ("Kojic"), Rebecca Martinez ("Martinez"), David Petersen ("Petersen"), Andrea Rosenthal ("Rosenthal," and collectively with Borgia, Ogata, Howell, Bule, Finkelstein, Kojic, Martinez and Petersen as, the "Plaintiffs").

2. Plaintiff Finkelstein will be referred to hereinafter as the "Rider Plaintiff."

1 3. Plaintiffs Borgia, Ogata, Howell, Bule, Kojic, Martinez, Petersen and Rosenthal
2 will be collectively referred to hereinafter as the “Pedestrian/Public Plaintiffs.”

3 4. Plaintiffs Bule, Kojic, Martinez, Petersen and Rosenthal will be referred to
4 hereinafter as the “Bird Pedestrian/Public Plaintiffs.”

6 5. Plaintiffs Borgia, Ogata, Howell and Rosenthal will be referred to hereinafter as
7 the “Lime Pedestrian/Public Plaintiffs.”

8 6. Plaintiffs, and each of them, bring this action on behalf of themselves and
9 others similarly situated, whom have, will and/or are endangered of sustaining injuries and/or
10 damages arising out of the actions and/or inactions of Defendants Bird Rides, Inc., a Delaware
11 corporation, d/b/a Bird (“Bird”), Neutron Holdings, Inc., a Delaware corporation, d/b/a Lime
12 (“Lime”), Xiaomi USA, Inc., a California corporation (“Xiaomi”); Segway Inc., a Delaware
13 corporation (“Segway”) and DOES 1-100, inclusive (“Does,” and collectively with Bird, Lime,
14 Xiaomi and Segway as, the “Defendants”), as discussed herein below. Defendants Bird, Lime
15 and Does 1-50 will be referred to hereinafter as the “Scooter Defendants.” Defendants
16 Xiaomi, Segway and Does 51-100 will be referred to hereinafter as the “Manufacturing
17 Defendants.”

18 7. This case arises out of and relates to the unlawful acts and omissions of the
19 Scooter Defendants, and each of them, and to their indiscriminate, negligent, grossly negligent
20 and/or unlawful “deployment” (as defined below) of fleets of defective “Scooters” (as defined
21 below), which were manufactured by Manufacturing Defendants, onto California’s public
22 streets, sidewalks, bike paths, piers, byways, alley ways, rights of way, parks, squares, parking
23 lots and structures, gathering places and other public places (collectively, the “Public Places”).
24 While acting under the guise of the commendable goals of furthering personal freedom and
25 mobility and protecting the environment, the Defendants, and each of them, are endangering the
26 health, safety and welfare of riders, pedestrians and the general public. In this regard, as alleged
27 below, Defendants, and each of them, knew and/or should have known that their Scooters are,
28 would become and would continue to be an unsafe, dangerous and damaging public nuisance as

1 used in the manners in which the Defendants, and each of them, intended and/or should have
2 known the Scooters were going to be, are being and would continue to be used. As a proximate
3 result of the acts and omissions of the Defendants, and each of them, scores (if not hundreds) of
4 riders and pedestrians and members of the public have suffered, are continuing to suffer and
5 will continue to suffer egregious and avoidable injuries and damage to their person and property
6 and to suffer restricted access to, from and through Public Places. In "dumping" thousands of
7 Scooters onto our streets, sidewalks and other Public Places within a very short period of time,
8 without any significant, reasonable or appropriate warning to or approval by public authorities,
9 the Scooter Defendants, and each of them, have acted in a grossly negligent manner and
10 outrageously, maliciously, fraudulently and oppressively and/or with a conscious disregard for
11 the health, safety and welfare of the Plaintiffs, and each of them, and the general public, thereby
12 justifying the imposition of punitive or exemplary damages.

13
14 8. Plaintiffs, and each of them, will and do hereby petition this Court to allow
15 them to represent and prosecute claims against Defendants, and each of them, in a class action
16 proceeding, on behalf of those similarly situated who have been injured and/or damaged by the
17 unlawful practices and other acts and omissions of Defendants, and each of them, as alleged
18 herein, arising out of or relating to the motorized electric scooters owned, provided, maintained,
19 manufactured or caused to be manufactured or adapted, designed or caused to be designed or
20 adapted, operated, made available for use and/or otherwise put into the stream of commerce
21 (collectively, "deployed," "deploy," "deploying" or "deployment," as appropriate to the
22 context) by Defendants, and each of them, (the "Scooters," and individually, a "Scooter")
23 during the "Class Period" (as defined below)).

24 9. Scooter Defendants' deployment of the Scooters throughout the Public Places
25 of California has caused civil unrest with individuals throwing the Scooters into trashcans,
26 dumpsters, the Venice Canals and the Pacific Ocean, in addition to lighting the Scooters on fire
27 (which, due to their batteries, can cause explosions) and burying them into the sand of
28 California's beaches.

1 **JURISDICTION AND VENUE**

2 10. Bird, Lime, Xiaomi and Segway are all subject to the jurisdiction of this Court
3 by virtue of their business dealings, acts, omissions and/or transactions throughout the State of
4 California and in the County of Los Angeles, in addition to placing the Scooters directly into
5 California's stream of commerce. Further, Bird, Lime and Xiaomi have their principal places
6 of business and headquarters located within the State of California. Additionally, Xiaomi was
7 incorporated in the State of California.

8 11. Venue is proper in this county because Bird, Lime, Xiaomi and Segway all
9 conduct business in Los Angeles, California and a great number of the business dealings, acts,
10 omissions and/or transactions complained of herein took place within Los Angeles County.

11 **PARTIES**

12 12. Plaintiff Borgia is the mother of Lorenzo Francisco Borgia, who is a citizen of
13 and resides in the County of Los Angeles, with her son, who was injured on or about July 3,
14 2018, when, in essence and among other things, a rider on a Lime Scooter crashed into him. As
15 a proximate result of the same, he, among other things, has seriously damaged eight (8) of his
16 front teeth and has required stitches due to a laceration on his lip.

17 13. Plaintiff Ogata, a California citizen who resides in the County of Los Angeles,
18 was injured on or about July 13, 2018, when, in essence and among other things, she tripped
19 over three (3) Lime Scooters that were left on the sidewalk. As a proximate result of the same,
20 she, among other things, has suffered a broken left wrist and ring finger and has pain emanating
21 from the left portion of her ribcage.

22 14. Plaintiff Howell, a California citizen who resides in the County of Los Angeles,
23 was injured on or about June 14, 2018, when, in essence and among other things, she tripped
24 over a Lime Scooter that was left on the sidewalk right in front of the exit of a coffee shop she
25 was visiting. As a proximate result of the same, she, among other things, has suffered injuries
26 to her left hand, both knees, lower back and pelvis.

27 15. Plaintiff Bule, a California citizen who resides in the County of San Diego,
28

1 suffered damages to his car on or about May 21, 2018, when, in essence and among other
2 things, a rider on a Bird Scooter crashed into his car.

3 16. Plaintiff Finkelstein, a California citizen who resides in the County of Los
4 Angeles, was injured on or about September 21, 2018, when, in essence and among other
6 things, the accelerator of the Scooter we has riding locked up, causing him to lose control of the
7 Scooter and fall off. As a proximate result of the same, he, among other things, has suffered
8 injuries to the right portion of his ribcage, both knees, right elbow, right portion of his hip and
9 his buttocks.

10 17. Plaintiff Kojic, a California citizen who resides in the County of Los Angeles,
11 was injured on or about June 25, 2018, when, in essence and among other things, a rider on a
12 Bird Scooter crashed into her from behind. As a proximate result of the same, she, among other
13 things, has suffered injuries to her left big-toe, right wrist and left knee.

14 18. Plaintiff Martinez, a California citizen who resides in the County of Los
15 Angeles, was injured on June 30, 2018, when, in essence and among other things, she tripped
16 over a Bird Scooter left on the sidewalk. As a proximate result of the same, she, among other
17 things, has suffered a broken fifth metatarsal on her left foot.

18 19. Plaintiff Petersen, a California citizen who resides in the County of Los
19 Angeles, was injured on June 17, 2018, when, in essence and among other things, a Bird rider
20 crashed into him from behind. As a proximate result of the same, he, among other things, has a
21 torn bicep distal tendon, which required surgery.

22 20. Plaintiff Rosenthal, a California citizen who resides in the County of Los
23 Angeles, on multiple occasions, was, in essence and among other things, unable to park her car
24 in handicapped parking spaces due to Bird and/or Lime Scooters blocking the handicapped
25 parking spaces. Rosenthal has a degenerative disease and arthritis in her knees and, like other
26 handicapped individuals, requires direct access to parking that is in close proximity to Public
27 Places and private places.

28 21. Both Bird and Lime are in the business of deploying Scooters to the general

1 public.

2 22. Plaintiffs are further informed and believe, and based thereon allege, that
3 Xiaomi and Segway manufacture the Scooters that are used by Bird, and Segway manufactures
4 the Scooters that are used by Lime.

6 23. Plaintiffs are informed and believe, and based thereon allege, that at all relevant
7 times herein, Defendant Bird is and was a Delaware corporation, with its headquarters and
8 principal place of business located in Santa Monica, California. Bird does substantial business
9 in and has sufficient minimum contacts within California, generally, and Los Angeles County,
10 specifically, and has hundreds, if not thousands, of its Scooters littered all over the State of
11 California and within Los Angeles County.

12 24. Plaintiffs are informed and believe, and based thereon allege, that at all relevant
13 times herein, Defendant Lime is and was a Delaware corporation, with its principal place of
14 business located in San Mateo, California. Lime does substantial business in and has sufficient
15 minimum contacts within California, generally, and Los Angeles County, specifically, and, like
16 Bird, has hundreds, if not thousands, of its Scooters littered all over the State of California and
17 within Los Angeles County.

18 25. Plaintiffs are informed and believe, and based thereon allege, that at all relevant
19 times herein, Defendant Xiaomi is and was a California corporation, with its headquarters and
20 principal place of business located in San Diego, California. Xiaomi does substantial business
21 in and has sufficient minimum contacts within California, generally, and Los Angeles County,
22 specifically, and has hundreds, if not thousands, of Scooters that it manufactured in the State of
23 California and within Los Angeles County.

24 26. Plaintiffs are informed and believe, and based thereon allege, that at all relevant
25 times herein, Defendant Segway is and was a Delaware corporation, with its principal place of
26 business located in Bedford, New Hampshire. Segway does substantial business in and has
27 sufficient minimum contacts within California, generally, and Los Angeles County, specifically,
28 and has hundreds, if not thousands, of Scooters that it manufactured in the State of California

1 and within Los Angeles County.

2 27. The true names and capacities, whether individual, corporate, associate, or
3 otherwise, of DOES 1 through 100, inclusive, are unknown to Plaintiffs, who therefore sue such
4 Defendants by fictitious names. Plaintiffs will amend this Complaint to show the Does true
5 names and capacities when the same have been ascertained. Plaintiffs are informed and believe,
6 and based thereon allege, that each of the Defendants, and the Does, are legally responsible in
7 some manner whether negligently, in warranty, strictly, intentionally, or otherwise, for the
8 events and happenings herein referred to, and each of the Defendants proximately caused
9 injuries and damages to Plaintiffs and each class member, as herein alleged.

10
11 28. As a direct and proximate result of the unlawful actions and/or inactions of
12 Defendants, and each of them, Plaintiffs and the class members have suffered, and continue to
13 suffer from losses in amounts in excess of the jurisdictional minimum of this Court.

14 CLASS ACTION DESIGNATION

15 29. This class action is brought pursuant to the provisions of *California Code of*
16 *Civil Procedure* section 382. Plaintiffs bring this class action on behalf of themselves as well as
17 all others similarly situated, with Plaintiffs proceeding as the representative members of the
18 proposed subclasses defined as follows:

- 19 a. All individuals who have been, will be and/or are endangered
20 of being injured and/or damaged (whether suffering personal
21 and/or property damages and/or injuries) by Scooters deployed
22 by Bird, within the last two (2) years and continuing while this
23 action is pending (the "Class Period"), while riding one of
24 Bird's Scooters (the "Bird Rider Subclass"), with the Rider
25 Plaintiff as the class representative for the Bird Rider Subclass
26 (the "Bird Rider Representative");
- 27 b. All individuals who have been, will be and/or are endangered
28 of being injured and/or damaged (whether suffering personal
and/or property damages and/or injuries) by Scooters owned,
operated and/or maintained by Bird, within the Class Period,
by any individual riding a Scooter and/or leaving a Scooter in
Public Places (the "Bird Pedestrian Subclass," and collectively
with the Bird Rider Subclass as, the "Bird Class Members"),
including, but not limited to, pedestrians, motorists, bicyclists

1 and wheelchair users, with the Bird Pedestrian/Public Plaintiffs
2 as the class representatives for the Bird Pedestrian Class (the
3 "Bird Pedestrian/Public Representatives," and together with the
4 Bird Rider Representative, as the "Bird Representatives");

5
6 c. All individuals who have been, will be and/or are endangered
7 of being injured and/or damaged (whether suffering personal
8 and/or property damages and/or injuries) by Scooters deployed
9 (as defined above) by Lime, within the Class Period, while
10 riding one of Lime's Scooters (the "Lime Rider Subclass"),
11 with the Rider Plaintiff as the class representatives for the Lime
12 Rider Class (the "Lime Rider Representative"); and

13
14 d. All individuals who have been, will be and/or are endangered
15 of being injured and/or damaged (whether suffering personal
16 and/or property damages and/or injuries) by Scooters owned,
17 operated and/or maintained by Lime, within the Class Period,
18 by any individual riding a Scooter and/or leaving a Scooter in
19 Public Places (the "Lime Pedestrian Subclass," and collectively
20 with the Lime Rider Class as, the "Lime Class Members"),
21 including, but not limited to, pedestrians, motorists, bicyclists
22 and wheelchair users, with the Lime Pedestrian/Public
23 Plaintiffs as the class representatives for the Lime Pedestrian
24 Class (the "Lime Pedestrian/Public Representatives," and
25 collectively with the Lime Rider Representative as, the "Lime
26 Representatives").

27 30. The classes of said persons within the State of California are so numerous that
28 the joinder of all members is impracticable, and the disposition of their claims in a class action
is a benefit to the parties, the Court and the State of California as a whole. Plaintiffs are
informed and believe, and based thereon allege, that Bird, Lime, Xiaomi and Segway, and each
of them, through their actions and/or inactions have directly and/or proximately caused injuries
and/or damages to the respective representatives and members of the subclasses alleged herein,
and each of them.

31. Though the exact number and identity of the respective subclasses, as alleged
herein, are not presently known, they can be identified through coordinated discovery pursuant
to the class action and through usual forms of publication or such other methods as approved by
the Court.

32. There are common questions of law and fact arising out of Defendants'

1 conduct, acts and omissions as alleged herein, as well as their continued practice of violating
2 California law. These common questions of law and fact include, but are not limited to:

- 3 a. Whether Defendants are strictly liable for injuries and/or damages based
4 on the Scooters being defective and/or containing inadequate warnings
5 and/or operational or use information;
- 6 b. Whether Defendants were, are and continue to be, negligent with respect
7 to members of the subclasses alleged herein, and each of them;
- 8 c. Whether Defendants were, and continue to be, negligent per se with
9 respect to members of the subclasses alleged herein, and each of them;
- 10 d. Whether Defendants were, and continue to be, grossly negligent with
11 respect to members of the subclasses alleged herein, and each of them;
- 12 e. Whether Defendants breached the implied warranty of fitness for a
13 particular and/or intended purpose by their actions and/or inactions
14 pertaining to the Scooters;
- 15 f. Whether Defendants breached the implied warranty of merchantability
16 by their actions and/or inactions pertaining to the Scooters;
- 17 g. Whether Scooter Defendants' littering of the Scooters throughout the
18 State of California and/or deployment of the Scooters constitutes a
19 public nuisance; and
- 20 h. Whether declaratory and/or injunctive relief is appropriate, as discussed
21 below.
22

23 33. Furthermore, such common questions of law and fact predominate over any
24 questions affecting only individual members of the subclasses.

25 34. The claims of the Plaintiffs herein, with regard to the respective subclasses of
26 which they are proposed to be class representatives, are typical of the claims of their respective
27 subclasses, all of whom have sustained, will sustain and/or are endangered of sustaining injuries
28 and/or damages, including irreparable harm, as a proximate and legal result of the common

1 course of conduct, acts and omissions of the Defendants, and each of them, as alleged herein.

2 35. Plaintiffs, on behalf of themselves and the members of the subclasses for which
3 it is proposed that they will act as class representatives, will fairly and adequately protect the
4 interests of all members of their respective subclasses, in connection with which they have
6 retained attorneys experienced in the prosecution of multi-party and/or class action cases. The
7 named Plaintiffs are able to fairly and adequately protect the interests of all members of their
8 respective subclasses because it is in their best interest to prosecute the claims herein alleged to
9 obtain full compensation due to them for violations of California law and the causes of action
10 alleged herein.

11 36. Under the facts and circumstances set forth herein, class action proceedings are
12 superior to any other methods available for both fair and efficient adjudication of the rights of
13 each of the class members who have sustained, will sustain and/or are endangered of sustaining
14 injuries and/or damages as a result of Defendants' actions, acts, failures to act and/or omissions
15 arising out of or relating to the deployment of the Scooters, as alleged herein. Inasmuch as
16 joinder of individual members of each of the subclasses is not practical, said subclass members
17 could not individually afford the litigation, such that individual litigation would be overly
18 burdensome, not only to said individuals, but also to the courts of the State of California.

19 37. To process individual cases would increase both the expenses and the delay not
20 only to each of the members of the subclasses alleged herein, but also to Bird, Lime, Xiaomi,
21 Segway, the State of California and the Court. In contrast, a class action will avoid difficulties
22 related to case management and will provide multiple benefits to the litigating parties,
23 including, but not limited to, efficiency, economy of scale, unitary adjudication with consistent
24 results and equal protection of the rights of each of the members of the subclasses alleged
25 herein, all by way of the comprehensive and efficient supervision of the litigation by a single
26 court.

27 38. Notice of the pendency and any result and/or resolution of the litigation can be
28 provided to subclass members by the usual forms of publication or such other methods as

1 approved by the Court.

2 39. Plaintiffs are not aware of any difficulties that are likely to be encountered in
3 the management of this action that would preclude their maintenance as a class action.

4 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

6 40. Bird and Lime operate businesses in California, including, but not limited to,
7 within Los Angeles County, that deploy electric, motorized Scooters (manufactured by the
8 Manufacturing Defendants) to the general public. The Scooters have no seats, foot pedals or
9 adequate safety features. Helmets are not offered for rent along with the Scooters. The
10 Scooters are operated by rotating the handlebars to steer the Scooter's front wheel. The
11 handlebars also have a brake handle and a handle mechanism that activates an electric motor to
12 propel the Scooters forward (also known as an accelerator) to speeds up to approximately 15
13 miles per hour.

14 41. Plaintiffs and the members of the subclasses alleged herein, and each of them,
15 have been, will be and/or are endangered of being injured and/or damaged as a result of the
16 actions, acts, omissions, failures to act and/or inactions of the Defendants, and each of them,
17 arising out of or relating to the deployment of the Scooters, as alleged herein.

18 42. Plaintiffs are informed and believe, and based thereon allege, that Bird, Lime,
19 Xiaomi and Segway, and each of them, have deployed thousands of Scooters throughout the
20 State of California and many more throughout the United States.

21 43. Plaintiffs are informed and believe, and based thereon allege, that there are no
22 permanent or particular locations where the Scooters are to be dropped off by the riders or
23 where they are to be picked up by Bird or Lime after the rider ends his or her ride. Riders are
24 encouraged to leave, and do, in fact, as a practical matter, leave the Scooters virtually anywhere
25 on public property (and sometimes on and/or blocking access to private property (including, but
26 not limited to, on or in front of stores, shops and businesses and in their parking lots or areas)).
27 Both Bird and Lime promote, market and advertise the flexibility that their respective riders
28 have in where they can leave their Scooters, as a selling point. And, both Bird and Lime knew,

1 know and/or should have known that their respective riders do not and/or will not follow any
2 guidelines or rules that may have been or may in the future be provided by Bird or Lime with
3 regard to where the Scooters should be left; where, how and at what maximum speeds they
4 should be ridden; and/or with regard to riding the Scooters only while wearing a safety helmet.
5 Moreover, Bird and Lime will not enforce or ensure compliance with, and, as a practical matter,
6 are currently incapable of enforcing or ensuring compliance with, any such guidelines or rules.
7 Plaintiffs are informed and believe, and based thereon allege, that the Manufacturing
8 Defendants, and each of them, were aware of these facts as well and, in light of this knowledge,
9 continued to sell and/or provide the Scooters to the Scooter Defendants, and each of them.
10

11 44. Plaintiffs are informed and believe, and based thereon allege, that all the
12 Scooters were manufactured after 1969 and do not meet manufacturer or importer certification
13 label requirements as specified in 49 C.F.R 567 et seq. and are not Kei class vehicles.

14 FIRST CAUSE OF ACTION

15 (Strict Products Liability – All Plaintiffs against Scooter Defendants and Does 1-50)

16 45. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and
17 incorporate herein by this reference each and every allegation set forth in paragraphs 1 through
18 44, above, as though fully set forth at length herein.

19 46. Bird Rider Representative and Bird Pedestrian/Public Representatives, on
20 behalf of themselves and their respective subclasses, bring this cause of action against Bird and
21 Does 1-25.

22 47. Lime Rider Representative and Lime Pedestrian/Public Representatives, on
23 behalf of themselves and their respective subclasses, bring this cause of action against Lime and
24 Does 26-50.

25 48. By virtue of the foregoing, Plaintiffs, Bird Representatives and Lime
26 Representatives, and the class members of their respective subclasses, and each of them, were
27 proximately caused personal injury, damage and harm as a proximate result of the deployment
28 of the Scooters by the Scooter Defendants, and each of them.

1 49. The Scooters deployed by the Scooter Defendants, and each of them, are unsafe
2 for the use and purpose for which the Scooter Defendants are putting them into the stream of
3 commerce, contain manufacturing and/or design defects, and/or do not include adequate
4 instructions and/or warnings of potential safety hazards.

6 50. Plaintiffs, Bird Representatives and Lime Representatives are informed and
7 believe, and based thereon allege, that the Scooters, among other things, contain defective
8 electronics, brakes, battery charge indicators, wheels and tires, internal power tubes and
9 accelerators, and do not contain adequate instructions and/or warnings of hazards and dangers.

10 51. In addition and/or in the alternative, Plaintiffs, Bird Representatives and Lime
11 Representatives are informed and believe, and based thereon allege, that: (1) Scooter
12 Defendants, and each of them, distributed the Scooters; (2) the Scooters contained
13 manufacturing defects when they left the possession of Scooter Defendants, and each of them,
14 and were placed in the stream of commerce; (3) Plaintiffs, Bird Representatives and Lime
15 Representatives, and their respective subclasses, and each of them, were harmed; and (4) the
16 Scooters' defects were a substantial factor in causing the aforementioned harm.

17 52. In addition and/or in the alternative, Plaintiffs, Bird Representatives and Lime
18 Representatives are informed and believe, and based thereon allege, that: (1) Scooter
19 Defendants, and each of them, distributed and/or manufactured the Scooters; (2) the Scooters
20 did not perform as safely as an ordinary consumer would have expected it to perform when used
21 or misused in an intended or reasonably foreseeable manner; (3) Plaintiffs, Bird Representatives
22 and Lime Representatives, and their respective subclasses, and each of them, were harmed; and
23 (4) the Scooters' failure to perform safely was a substantial factor in causing the
24 aforementioned harm.

25 53. In addition and/or in the alternative, Plaintiffs, Bird Representatives and Lime
26 Representatives are informed and believe, and based thereon allege, that: (1) the gravity of the
27 potential harm resulting from the use of the Scooters outweighs any social utility; (2) the
28 likelihood that this harm would occur was great; (3) there was an alternative (safer) design at

1 the time of manufacture; (4) there was only a nominal, if any, additional cost in using an
2 alternative (safer) design; and (5) the alternative design did not have any disadvantages.

3 54. In addition and/or in the alternative, Plaintiffs, Bird Representatives and Lime
4 Representatives are informed and believe, and based thereon allege, that: (1) Scooter
6 Defendants, and each of them, distributed and/or manufactured the Scooters; (2) the Scooters
7 had potential risks that were known and/or knowable in light of the professional knowledge
8 that was generally accepted in the transportation community at the time of manufacture and/or
9 distribution; (3) the potential risks presented a substantial danger when the Scooters are used or
10 misused in an intended or reasonably foreseeable way; (4) an ordinary consumer would not
11 have recognized the potential risks of the Scooters; (5) Scooter Defendants, and each of them,
12 failed to adequately warn and/or instruct of the potential risks; (6) Plaintiffs, Bird
13 Representatives and Lime Representatives, and their respective subclasses, and each of them,
14 were harmed; and (7) the lack of sufficient instructions and/or warnings was a substantial
15 factor in causing the aforementioned harm.

16 55. As a proximate and direct result of the above, Plaintiffs, Bird Representatives
17 and Lime Representatives, and the members of their respective subclasses, and each of them,
18 have suffered and incurred general, special, compensatory, consequential, incidental and other
19 damages, in an unascertained amount according to proof, but in any event in excess of this
20 Court's jurisdictional minimum, both individually and collectively, in the aggregate.

21 56. The aforementioned conduct, acts, omissions and failures to act of Scooter
22 Defendants, and each of them, was fraudulent, malicious, outrageous and/or oppressive and/or,
23 in connection with the same, the Scooter Defendants, and each of them, acted or failed to act in
24 conscious disregard of the safety and rights of Plaintiffs, Bird Representatives, Lime
25 Representatives, and the class members of the various subclasses, and each of them, so as to
26 justify an award of exemplary and punitive damages pursuant to *California Code of Civil*
27 *Procedure* section 3294 in an unascertained amount, according to proof, but in any event in
28 excess of this Court's jurisdictional minimum.

SECOND CAUSE OF ACTION

**(Strict Products Liability – All Plaintiffs against Manufacturing Defendants
and Does 51-100)**

57. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and incorporate herein by this reference each and every allegation set forth in paragraphs 1 through 56, above, as though fully set forth at length herein.

58. Bird Rider Representative and Bird Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Xiaomi, Segway and Does 51-75.

59. Lime Rider Representative and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Segway and Does 76-100.

60. By virtue of the foregoing, Plaintiffs, Bird Representatives and Lime Representatives, and the class members of their respective subclasses, and each of them, were proximately caused personal injury, damage and harm as a proximate result of the deployment of the Scooters by the Manufacturing Defendants, and each of them.

61. The Scooters deployed by the Manufacturing Defendants, and each of them, are unsafe for the use and purpose for which the Manufacturing Defendants are putting them into the stream of commerce, contain manufacturing and/or design defects, and/or do not include adequate instructions and/or warnings of potential safety hazards.

62. Plaintiffs, Bird Representatives and Lime Representatives are informed and believe, and based thereon allege, that the Scooters, among other things, contain defective electronics, brakes, battery charge indicators, wheels and tires, internal power tubes and accelerators, and do not contain adequate instructions and/or warnings of hazards and dangers.

63. In addition and/or in the alternative, Plaintiffs, Bird Representatives and Lime Representatives are informed and believe, and based thereon allege, that: (1) Manufacturing Defendants, and each of them, manufactured the Scooters; (2) the Scooters contained

1 manufacturing defects when they left the possession of Manufacturing Defendants, and each of
2 them, and were placed in the stream of commerce; (3) Plaintiffs, Bird Representatives and
3 Lime Representatives, and their respective subclasses, and each of them, were harmed; and (4)
4 the Scooters' defects were a substantial factor in causing the aforementioned harm.

6 64. In addition and/or in the alternative, Plaintiffs, Bird Representatives and Lime
7 Representatives are informed and believe, and based thereon allege, that: (1) Manufacturing
8 Defendants, and each of them, distributed and/or manufactured the Scooters; (2) the Scooters
9 did not perform as safely as an ordinary consumer would have expected it to perform when
10 used or misused in an intended or reasonably foreseeable manner; (3) Plaintiffs, Bird
11 Representatives and Lime Representatives, and their respective subclasses, and each of them,
12 were harmed; and (4) the Scooters' failure to perform safely was a substantial factor in causing
13 the aforementioned harm.

14 65. In addition and/or in the alternative, Plaintiffs, Bird Representatives and Lime
15 Representatives are informed and believe, and based thereon allege, that: (1) the gravity of the
16 potential harm resulting from the use of the Scooters outweighs any social utility; (2) the
17 likelihood that this harm would occur was great; (3) there was an alternative (safer) design at
18 the time of manufacture; (4) there was only a nominal, if any, additional cost in using an
19 alternative (safer) design; and (5) the alternative design did not have any disadvantages.

20 66. In addition and/or in the alternative, Plaintiffs, Bird Representatives and Lime
21 Representatives are informed and believe, and based thereon allege, that: (1) Defendants, and
22 each of them, distributed and/or manufactured the Scooters; (2) the Scooters had potential risks
23 that were known and/or knowable in light of the professional knowledge that was generally
24 accepted in the transportation community at the time of manufacture and/or distribution; (3)
25 the potential risks presented a substantial danger when the Scooters are used or misused in an
26 intended or reasonably foreseeable way; (4) an ordinary consumer would not have recognized
27 the potential risks of the Scooters; (5) Manufacturing Defendants, and each of them, failed to
28 adequately warn and/or instruct of the potential risks; (6) Plaintiffs, Bird Representatives and

1 Lime Representatives, and their respective subclasses, and each of them, were harmed; and (7)
2 the lack of sufficient instructions and/or warnings was a substantial factor in causing the
3 aforementioned harm.

4 67. As a proximate and direct result of the above, Plaintiffs, Bird Representatives
6 and Lime Representatives, and the members of their respective subclasses, and each of them,
7 have suffered and incurred general, special, compensatory, consequential, incidental and other
8 damages, in an unascertained amount according to proof, but in any event in excess of this
9 Court's jurisdictional minimum, both individually and collectively, in the aggregate.

10 68. The aforementioned conduct, acts, omissions and failures to act of
11 Manufacturing Defendants, and each of them, was fraudulent, malicious, outrageous and/or
12 oppressive and/or, in connection with the same, the Manufacturing Defendants, and each of
13 them, acted or failed to act in conscious disregard of the safety and rights of Plaintiffs, Bird
14 Representatives, Lime Representatives, and the class members of the various subclasses, and
15 each of them, so as to justify an award of exemplary and punitive damages pursuant to
16 *California Code of Civil Procedure* section 3294 in an unascertained amount, according to
17 proof, but in any event in excess of this Court's jurisdictional minimum.

18 THIRD CAUSE OF ACTION

19 (Negligence – All Plaintiffs against Scooter Defendants and Does 1-50)

20 69. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and
21 incorporate herein by this reference each and every allegation set forth in paragraphs 1 through
22 68, above, as though fully set forth at length herein.

23 70. Bird Rider Representative and Bird Pedestrian/Public Representatives, on
24 behalf of themselves and their respective subclasses, bring this cause of action against Bird and
25 Does 1-25.

26 71. Lime Rider Representative and Lime Pedestrian/Public Representatives, on
27 behalf of themselves and their respective subclasses, bring this cause of action against Lime
28 and Does 26-50.

73. By virtue of the foregoing, Scooter Defendants, and each of them, breached this duty.

73. By virtue of the foregoing, Scooter Defendants, and each of them, breached this duty.

74. As a proximate and direct result of the above, the Plaintiffs, Bird Representatives and Lime Representatives, and the members of their respective subclasses, and each of them, have suffered and incurred general, special, compensatory, consequential, incidental and other damages, in an unascertained amount according to proof, but in any event in excess of this Court's jurisdictional minimum, both individually and collectively, in the aggregate.

FOURTH CAUSE OF ACTION

(Negligence – All Plaintiffs against Manufacturing Defendants and Does 51-100)

75. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and incorporate herein by this reference each and every allegation set forth in paragraphs 1 through 74, above, as though fully set forth at length herein.

76. Bird Rider Representative and Bird Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Xiaomi, Segway and Does 50-75.

77. Lime Rider Representative and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Segway and Does 76-100.

78. Manufacturing Defendants, and each of them, as the manufacturers of the Scooters, owed and continue to owe the Plaintiffs, Bird Representatives and Lime

1 Representatives, and the members of their respective subclasses, and each of them, a duty of
2 due care to ensure that the Scooters were safe, that they were not and would not be defective or
3 unsafe for their intended use and purpose, and that they would not be used or operated in an
4 unsafe or dangerous manner.

6 79. By virtue of the foregoing, Manufacturing Defendants, and each of them,
7 breached this duty.

8 80. As a proximate and direct result of the above, the Plaintiffs, Bird
9 Representatives and Lime Representatives, and the members of their respective subclasses, and
10 each of them, have suffered and incurred general, special, compensatory, consequential,
11 incidental and other damages, in an unascertained amount according to proof, but in any event
12 in excess of this Court's jurisdictional minimum, both individually and collectively, in the
13 aggregate.

14 FIFTH CAUSE OF ACTION

15 (Negligence Per Se – All Plaintiffs against Scooter Defendants and Does 1-50)

16 81. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and
17 incorporate herein by this reference each and every allegation set forth in paragraphs 1 through
18 80, above, as though fully set forth at length herein.

19 82. Bird Rider Representative and Bird Pedestrian/Public Representatives, on
20 behalf of themselves and their respective subclasses, bring this cause of action against Bird and
21 Does 1-25.

22 83. Lime Rider Representative and Lime Pedestrian/Public Representatives, on
23 behalf of themselves and their respective subclasses, bring this cause of action against Lime
24 and Does 26-50.

25 84. Plaintiffs, the Bird Representatives and the Lime Representatives are informed
26 and believe, and based thereon allege, that Scooter Defendants, and each of them, negligently
27 and/or intentionally violated, encouraged and/or aided and abetted the violation of various
28 federal, state and/or local statutes, rules, laws and/or regulations (collectively, "Statutes,"

1 including, but not limited to, those set forth below (collectively, "Statutory Violations"), and,
2 therefore are liable to the Plaintiffs, Bird Representatives and Lime Representatives, and the
3 members of their respective subclasses, and each of them, for negligence *per se*.

4 85. Plaintiffs, the Bird Representatives and the Lime Representatives are informed
6 and believe, and based thereon allege, that Scooter Defendants, and each of them, negligently
7 and/or intentionally committed and/or assisted in the commission of the following Statutory
8 Violations, among others: 49 C.F.R 567, et seq., and *California Vehicle Code* sections 21224,
9 21228, 21229, 21230 and 21235 and various other federal, state, municipal, county and other
10 local Statutory Violations relating to, among other things, traffic and vehicle use.

11 86. The Statutory Violations of the Scooter Defendants, and each of them, have
12 proximately caused Plaintiffs, the Bird Representatives and the Lime Representatives, and the
13 members of their respective subclasses, and each of them, injuries and/or damages.

14 87. The injuries and/or damages suffered and to be suffered by the Plaintiffs, Bird
15 Representatives and Lime Representatives, and the members of their respective subclasses, and
16 each of them, resulted from the kind of occurrences and are within the scope of the harm that
17 said Statutes, and each of them, were designed, in whole or in part, to prevent.

18 88. The Plaintiffs, Bird Representatives and Lime Representatives, and the
19 members of their respective subclasses, and each of them, were and are members of the class
20 of persons that said Statutes were intended to protect.

21 89. As a proximate and direct result of the above, Plaintiffs, the Bird
22 Representatives and the Lime Representatives, and the members of their respective subclasses,
23 and each of them, have suffered and incurred general, special, compensatory, consequential,
24 incidental and other damages, in an unascertained amount according to proof, but in any event
25 in excess of this Court's jurisdictional minimum, both individually and collectively, in the
26 aggregate.

27 ///

28 ///

SIXTH CAUSE OF ACTION

(Negligence Per Se – All Plaintiffs against Manufacturing Defendants and Does 50-100)

90. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and incorporate herein by this reference each and every allegation set forth in paragraphs 1 through 89, above, as though fully set forth at length herein.

91. Rider Plaintiff, Bird Pedestrian/Public Plaintiffs, Bird Rider Representative and Bird Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Xiaomi, Segway and Does 50-75.

92. Rider Plaintiff, Lime Pedestrian/Public Plaintiffs, Lime Rider Representative and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Segway and Does 76-100.

93. Plaintiffs, the Bird Representatives and the Lime Representatives are informed and believe, and based thereon allege, that Manufacturing Defendants, and each of them, negligently and/or intentionally violated, encouraged and/or aided and abetted the violation of various Statutes and, therefore are liable to the Plaintiffs, Bird Representatives and Lime Representatives, and the members of their respective subclasses, and each of them, for negligence *per se*.

94. Plaintiffs, the Bird Representatives and the Lime Representatives are informed and believe, and based thereon allege, that Manufacturing Defendants, and each of them, negligently and/or intentionally committed and/or assisted in the commission of the following Statutory Violations, among others: 49 C.F.R 567, et seq., and *California Vehicle Code* sections 21224, 21228, 21229, 21230 and 21235 and various other federal, state, municipal, county and other local Statutory Violations relating to, among other things, traffic and vehicle use.

95. The Statutory Violations of the Manufacturing Defendants, and each of them, have proximately caused Plaintiffs, the Bird Representatives and the Lime Representatives, and the members of their respective subclasses, and each of them, injuries and/or damages.

97. The Plaintiffs, Bird Representatives and Lime Representatives, and the members of their respective subclasses, and each of them, were and are members of the class of persons that said Statutes were intended to protect.

SEVENTH CAUSE OF ACTION

(Gross Negligence – All Plaintiffs against Scooter Defendants and Does 1-50)

99. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and incorporate herein by this reference each and every allegation set forth in paragraphs 1 through 98, above, as though fully set forth at length herein.

100. Bird Pedestrian/Public Plaintiffs, Bird Rider Representative and Bird Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Bird and Does 1-25.

101. Lime Pedestrian/Public Plaintiffs, Lime Rider Representative and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Lime and Does 26-50.

102. Plaintiffs, the Bird Representatives and the Lime Representatives are informed and believe, and based thereon allege, that Scooter Defendants, and each of them, were grossly negligent with regard to the acts and omissions as alleged herein and the same: (1) constitute a

1 want of even scant care and/or an extreme departure from the ordinary standard of conduct
2 and/or ordinary care; and/or (2) demonstrate a wanton disregard for the safety of others.

3 103. As a proximate and direct result of the above, the Plaintiffs, Bird
4 Representatives and Lime Representatives, and the members of their respective subclasses, and
5 each of them, have suffered and incurred general, special, compensatory, consequential,
6 incidental and other damages, in an unascertained amount according to proof, but in any event
7 in excess of this Court's jurisdictional minimum, both individually and collectively, in the
8 aggregate.
9

10 EIGHTH CAUSE OF ACTION

11 (Gross Negligence – All Plaintiffs against Manufacturing Defendants and Does 51-100)

12 104. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and
13 incorporate herein by this reference each and every allegation set forth in paragraphs 1 through
14 103, above, as though fully set forth at length herein.

15 105. Rider Plaintiff, Bird Pedestrian/Public Plaintiffs, Bird Rider Representative and
16 Bird Pedestrian/Public Representatives, on behalf of themselves and their respective
17 subclasses, bring this cause of action against Xiaomi, Segway and Does 51-75.

18 106. Rider Plaintiff, Lime Pedestrian/Public Plaintiffs, Lime Rider Representative
19 and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective
20 subclasses, bring this cause of action against Segway and Does 76-100.

21 107. Plaintiffs, the Bird Representatives and the Lime Representatives are informed
22 and believe, and based thereon allege, that Manufacturing Defendants, and each of them, were
23 grossly negligent with regard to the acts and omissions as alleged herein and the same: (1)
24 constitute a want of even scant care and/or an extreme departure from the ordinary standard of
25 conduct and/or ordinary care; and/or (2) demonstrate a wanton disregard for the safety of
26 others.

27 108. As a proximate and direct result of the above, the Plaintiffs, Bird
28 Representatives and Lime Representatives, and the members of their respective subclasses, and

1 each of them, have suffered and incurred general, special, compensatory, consequential,
2 incidental and other damages, in an unascertained amount according to proof, but in any event
3 in excess of this Court's jurisdictional minimum, both individually and collectively, in the
4 aggregate.

6 **NINTH CAUSE OF ACTION**

7 **(Breach of Implied Warranty of Fitness for a Particular and/or**
8 **Intended Purpose – Rider Plaintiff, Bird Rider Representative, Lime Rider**
9 **Representative, Bird Rider Subclass, and Lime Rider Subclass against Scooter Defendants**
10 **and Does 1-50)**

11 109. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative
12 re-allege and incorporate herein by this reference each and every allegation set forth in
13 paragraphs 1 through 108, above, as though fully set forth at length herein.

14 110. Rider Plaintiff and Bird Rider Representative, on behalf of themselves and their
15 respective subclasses, bring this cause of action against Bird and Does 1-25.

16 111. Rider Plaintiff and Lime Rider Representative, on behalf of themselves and
17 their respective subclasses, bring this cause of action against Lime and Does 26-50.

18 112. The Rider Plaintiff, Bird Rider Representative, Lime Rider Representative, the
19 Bird Rider Subclass and Lime Rider Subclass, and each of them, rented and/or used a
20 consumer good, the Scooters, deployed by Scooter Defendants, and each of them.

21 113. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative,
22 and each of them, are informed and believe, and based thereon allege, that Scooter Defendants,
23 and each of them, at all times relevant herein, knew and/or had reason to know that the Rider
24 Plaintiff, Bird Rider Representative and Lime Rider Representative, and members of their
25 respective subclasses, and each of them, intended to use the Scooters for the particular
26 purposes alleged above, including, but limited to, as a reasonably safe means of transportation.

27 114. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative,
28 and each of them, are informed and believe, and based thereon allege, that Scooter Defendants,

1 and each of them, at all times, knew and/or should have known that the Rider Plaintiff, Bird
2 Rider Representative and Lime Rider Representative, and members of their respective
3 subclasses, and each of them, were relying on the skill and judgment of the Scooter
4 Defendants, and each of them, to provide a scooter that was suitable for that particular purpose.

6 115. The Rider Plaintiff, Bird Rider Representative, Lime Rider Representative and
7 their respective subclasses, and each of them, justifiably relied on the skill and judgment of the
8 Scooter Defendants, and each of them, as they held themselves out as experienced providers of
9 Scooters and means of transportation, generally, and safe and reliable Scooters and means of
10 transportation, specifically.

11 116. By virtue of the foregoing and because, among other things, the Scooters were
12 not intended for use or repeated use in or on Public Places, the Rider Plaintiff, Bird Rider
13 Representative and Lime Rider Representative, and each of them, are informed and believe,
14 and based thereon allege, that the Scooters were not suitable for said intended and/or particular
15 purposes.

16 117. As a proximate and direct result of the above, the Rider Plaintiff, Bird Rider
17 Representative and Lime Rider Representative, and members of their respective subclasses,
18 and each of them, have suffered and incurred general, special, compensatory, consequential,
19 incidental and other damages, in an unascertained amount according to proof, but in any event
20 in excess of this Court's jurisdictional minimum, both individually and collectively, in the
21 aggregate.

22 TENTH CAUSE OF ACTION

23 (Breach of Implied Warranty of Fitness for a Particular and/or

24 Intended Purpose – Rider Plaintiff, Bird Rider Representative, Lime Rider
25 Representative, Bird Rider Subclass, and Lime Rider Subclass against Manufacturing
26 Defendants and Does 51-100)

27 118. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative
28 re-allege and incorporate herein by this reference each and every allegation set forth in

1 paragraphs 1 through 117, above, as though fully set forth at length herein.

2 119. Rider Plaintiff and Bird Rider Representative, on behalf of themselves and their
3 respective subclasses, bring this cause of action against Xiaomi, Segway and Does 51-75.

4 120. Rider Plaintiff and Lime Rider Representative, on behalf of themselves and
5 their respective subclasses, bring this cause of action against Segway and Does 76-100.

6 121. The Rider Plaintiff, Bird Rider Representative, Lime Rider Representative, the
7 Bird Rider Subclass and Lime Rider Subclass, and each of them, rented and/or used a
8 consumer good, the Scooters, manufactured by Manufacturing Defendants, and each of them.

9 122. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative,
10 and each of them, are informed and believe, and based thereon allege, that Manufacturing
11 Defendants, and each of them, at all times relevant herein, knew and/or had reason to know
12 that the Rider Plaintiff, Bird Rider Representative and Lime Rider Representative, and
13 members of their respective subclasses, and each of them, intended to use the Scooters for the
14 particular purposes alleged above, including, but limited to, as a reasonably safe means of
15 transportation.

16 123. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative,
17 and each of them, are informed and believe, and based thereon allege, that Manufacturing
18 Defendants, and each of them, at all times, knew and/or should have known that the Rider
19 Plaintiff, Bird Rider Representative and Lime Rider Representative, and members of their
20 respective subclasses, and each of them, were relying on the skill and judgment of the
21 Manufacturing Defendants, and each of them, to provide a scooter that was suitable for that
22 particular purpose.

23 124. The Rider Plaintiff, Bird Rider Representative, Lime Rider Representative and
24 their respective subclasses, and each of them, justifiably relied on the skill and judgment of the
25 Manufacturing Defendants, and each of them, as they held themselves out as experienced
26 providers of Scooters and means of transportation, generally, and safe and reliable Scooters
27 and means of transportation, specifically.

1 125. By virtue of the foregoing and because, among other things, the Scooters were
2 not intended for use or repeated use in or on Public Places, the Rider Plaintiff, Bird Rider
3 Representative and Lime Rider Representative, and each of them, are informed and believe,
4 and based thereon allege, that the Scooters were not suitable for said intended and/or particular
6 purposes.

7 126. As a proximate and direct result of the above, the Rider Plaintiff, Bird Rider
8 Representative and Lime Rider Representative, and members of their respective subclasses,
9 and each of them, have suffered and incurred general, special, compensatory, consequential,
10 incidental and other damages, in an unascertained amount according to proof, but in any event
11 in excess of this Court's jurisdictional minimum, both individually and collectively, in the
12 aggregate

13 **ELEVENTH CAUSE OF ACTION**

14 **(Breach of Implied Warranty of Merchantability – Rider Plaintiff, Bird Rider**
15 **Representative, Lime Rider Representative, Bird Rider Subclass, and Lime Rider**
16 **Subclass against Scooter Defendants and Does 1-50)**

17 127. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative
18 re-allege and incorporate herein by this reference each and every allegation set forth in
19 paragraphs 1 through 126, above, as though fully set forth at length herein.

20 128. Rider Plaintiff and Bird Rider Representative, on behalf of themselves and their
21 respective subclasses, bring this cause of action against Bird and Does 1-25.

22 129. Rider Plaintiff and Lime Rider Representative, on behalf of themselves and
23 their respective subclasses, bring this cause of action against Lime and Does 26-50.

24 130. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative,
25 and members of their respective subclasses, and each of them, rented and/or used a consumer
26 good, the Scooters, deployed by Scooter Defendants, and each of them.

27 131. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative
28 are informed and believe, and based thereon allege, that Scooter Defendants, and each of them,

1 at all times relevant herein, were in the business of deploying and/or renting Scooters to the
2 general public.

3 132. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative
4 are informed and believe, and based thereon allege, that the Scooters were not of the same
5 quality as those generally acceptable in the trade and/or were not fit for the ordinary purposes
6 for which the Scooters are used, as alleged herein.
7

8 133. As a proximate and direct result of the above, Rider Plaintiff, Bird Rider
9 Representative and Lime Rider Representative, and members of their respective subclasses,
10 and each of them, have suffered and incurred general, special, compensatory, consequential,
11 incidental and other damages, in an unascertained amount according to proof, but in any event
12 in excess of this Court's jurisdictional minimum, both individually and collectively, in the
13 aggregate.
14

14 TWELFTH CAUSE OF ACTION

15 (Breach of Implied Warranty of Merchantability – Rider Plaintiff, Bird Rider
16 Representative, Lime Rider Representative, Bird Rider Subclass, and Lime Rider
17 Subclass against Manufacturing Defendants and Does 51-100)

18 134. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative
19 re-allege and incorporate herein by this reference each and every allegation set forth in
20 paragraphs 1 through 133, above, as though fully set forth at length herein.

21 135. Rider Plaintiff and Bird Rider Representative, on behalf of themselves and their
22 respective subclasses, bring this cause of action against Xiaomi, Segway and Does 51-75.

23 136. Rider Plaintiff and Lime Rider Representative, on behalf of themselves and
24 their respective subclasses, bring this cause of action against Segway and Does 76-100.

25 137. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative,
26 and members of their respective subclasses, and each of them, rented and/or used a consumer
27 good, the Scooters, manufactured by Manufacturing Defendants, and each of them.

28 138. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative

1 are informed and believe, and based thereon allege, that Manufacturing Defendants, and each
2 of them, at all times relevant herein, were in the business of manufacturing Scooters that they
3 knew would be used by the public.

4 139. The Rider Plaintiff, Bird Rider Representative and Lime Rider Representative
6 are informed and believe, and based thereon allege, that the Scooters were not of the same
7 quality as those generally acceptable in the trade and/or were not fit for the ordinary purposes
8 for which the Scooters are used, as alleged herein.

9 140. As a proximate and direct result of the above, Rider Plaintiff, Bird Rider
10 Representative and Lime Rider Representative, and members of their respective subclasses,
11 and each of them, have suffered and incurred general, special, compensatory, consequential,
12 incidental and other damages, in an unascertained amount according to proof, but in any event
13 in excess of this Court's jurisdictional minimum, both individually and collectively, in the
14 aggregate.

15 **THIRTEENTH CAUSE OF ACTION**

16 **(Public Nuisance – Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives,**
17 **Lime Pedestrian/Public Representatives, Bird Pedestrian Subclass, and Lime Pedestrian**
18 **Subclass against Scooter Defendants and Does 1-50)**

19 141. The Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and
20 Lime Pedestrian/Public Representatives re-allege and incorporate herein by this reference each
21 and every allegation set forth in paragraphs 1 through 140, above, as though fully set forth at
22 length herein.

23 142. Bird Pedestrian/Public Plaintiffs and Bird Pedestrian/Public Representatives, on
24 behalf of themselves and their respective subclasses, bring this cause of action against Bird and
25 Does 1-25.

26 143. Lime Pedestrian/Public Plaintiffs and Lime Pedestrian/Public Representatives,
27 on behalf of themselves and their respective subclasses, bring this cause of action against Lime
28 and Does 26-50.

1 144. Scooter Defendants, and each of them, owe a non-transferable, non-delegable
2 duty to the public, including, but not limited to, the Pedestrian/Public Plaintiffs, Bird
3 Pedestrian/Public Representatives, Lime Pedestrian/Public Representatives, Bird Pedestrian
4 Subclass and Lime Pedestrian Subclass, and each of them, to conduct their business, in
6 general, and, in particular, to conduct deployment of the Scooters, in a manner that did not
7 threaten harm or injury to the public health, safety and welfare.

8 145. The Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and
9 Lime Pedestrian/Public Representatives are informed and believe, and based thereon allege,
10 that Scooter Defendants, and each of them, by their actions and/or inactions, including, but not
11 limited to, littering the sidewalks, public parks, squares, streets and/or highway of California
12 with Scooters and encouraging individuals to ride the Scooters within the sidewalks, public
13 parks, squares, streets, and/or highways of California, created a condition that: (1) was and
14 continues to be harmful to the general health, safety and/or well-being of the public; (2)
15 unlawfully obstructed and continues to obstruct, restrict and/or hamper the free access to,
16 passage through and/or use of, in the customary and/or rightful manner, of Public Places
17 (and/or the entry into private places or property, from and through Public Places), as alleged
18 herein; and (3) by virtue of such restricted or limited access and due to the defective batteries
19 of the Scooters, is, was and continues to be a fire hazard. Further, Scooter Defendants have
20 aided and abetted assaults through their actions, as discussed herein below and incorporated
21 herein by this reference.

22 146. The aforementioned conditions affected and continue to affect a substantial
23 number of people at the same time, including, but not limited to, the Pedestrian/Public
24 Plaintiffs, Bird Pedestrian/Public Representatives, Lime Pedestrian/Public Representatives,
25 Bird Pedestrian Subclass and Lime Pedestrian Subclass.

26 147. Any ordinary person would be reasonably annoyed and/or disturbed by the
27 aforementioned conditions.

28 148. The seriousness of the harm pertaining to the aforementioned conditions

1 outweighs the social utility of the conduct of the Scooter Defendants, and each of them.

2 149. The Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives, Lime
3 Pedestrian/Public Representatives, Bird Pedestrian Subclass and Lime Pedestrian Subclass did
4 not consent to Scooter Defendants' conduct, acts and omissions.

6 150. The conduct of Scooter Defendants, and each of them, was a substantial factor
7 in proximately causing harm to the Pedestrian/Public Plaintiffs, Bird Pedestrian/Public
8 Representatives, Lime Pedestrian/Public Representatives, Bird Pedestrian Subclass and Lime
9 Pedestrian Subclass.

10 151. The unreasonable conduct of Scooter Defendants, and each of them, is a direct
11 and legal cause of the harm, injury and/or damage to the public, including the
12 Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives, Lime Pedestrian/Public
13 Representatives, Bird Pedestrian Subclass and Lime Pedestrian Subclass.

14 152. The conduct of Scooter Defendants, and each of them, as set forth above
15 constitutes a public nuisance within the meaning of *California Civil Code* sections 3479 and
16 3480, and *Code of Civil Procedure* section 731. Under *Civil Code* section 3493, the
17 Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and Lime
18 Pedestrian/Public Representatives have standing to maintain an action for public nuisance
19 because, among other things, the Pedestrian/Public Plaintiffs, Bird Pedestrian/Public
20 Representatives, Lime Pedestrian/Public Representatives, Bird Pedestrian Subclass and Lime
21 Pedestrian Subclass suffered harm that was different from the type of harm suffered by the
22 general public, including, but not limited to, being struck by one of the Scooters and/or
23 tripping over the Scooters which have been dumped throughout the State of California.

24 153. As a proximate and direct result of the above, the Pedestrian/Public Plaintiffs,
25 Bird Pedestrian/Public Representatives, Lime Pedestrian/Public Representatives, Bird
26 Pedestrian Subclass and Lime Pedestrian Subclass, and each of them, have suffered and
27 incurred general, special, compensatory, consequential, incidental and other damages, in an
28 unascertained amount according to proof, but in any event in excess of this Court's

jurisdictional minimum, both individually and collectively, in the aggregate.

154. Further, the Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and Lime Pedestrian/Public Representatives seek a temporary, preliminary and/or permanent injunction ordering that Scooter Defendants abate the existing and continuing nuisance described above.

FOURTEEN CAUSE OF ACTION

(Declaratory Relief/Injunctive Relief against all Defendants – All Plaintiffs against Scooter Defendants Does 1-50)

155. Plaintiffs, the Bird Representatives and the Lime Representatives re-allege and incorporate herein by this reference each and every allegation set forth in paragraphs 1 through 154, above, as though fully set forth at length herein.

156. Bird Rider Representative and Bird Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Bird and Does 1-25.

157. Lime Rider Representative and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Lime and Does 26-50

158. By virtue of the foregoing, an actual controversy has arisen and now exists between the Rider Plaintiff, Bird Rider Representative, Bird Pedestrian/Public Representatives, Lime Rider Representative and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, on the one hand, and Scooter Defendants, and each of them, on the other hand, in that, among other things, the Rider Plaintiff, Bird Rider Representative, Bird Pedestrian/Public Representatives, Lime Rider Representative and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, contend, among other things and in essence, that (collectively, the "Deployment Contentions"):

- a. Bird's deployment of the Scooters it uses is unlawful; and
- b. Lime's deployment of the Scooters it uses is unlawful;

1 159. Upon information and belief, Scooter Defendants, and each of them, deny and
2 dispute the Deployment Contentions set forth hereinabove and a judicial determination as to
3 the foregoing matters is necessary and appropriate at this time, under the circumstances, so that
4 the parties may ascertain their respective rights and duties in order to avoid conflicting claims
6 relating to the foregoing matters.

7 160. By virtue of the foregoing and the matters set forth in this Complaint, the Rider
8 Plaintiff, Bird Rider Representative, Bird Pedestrian/Public Representatives, Lime Rider
9 Representative and Lime Pedestrian/Public Representatives, on behalf of themselves and their
10 respective subclasses, require and are entitled to a full and complete judicial declaration as to
11 the relative rights and duties of the parties with respect to the Deployment Contentions.

12 161. In addition and/or in the alternative, by virtue of the foregoing and the matters
13 set forth in this Complaint, and because the Rider Plaintiff, Bird Rider Representative, Bird
14 Pedestrian/Public Representatives, Lime Rider Representative and Lime Pedestrian/Public
15 Representatives' remedies at law are inadequate, Rider Plaintiff, Bird Rider Representative,
16 Bird Pedestrian/Public Representatives, Lime Rider Representative and Lime
17 Pedestrian/Public Representatives require and are entitled to preliminary and permanent
18 injunctive relief, including, but not limited to, a Court order or decree:

- 19 a. Enjoining, restraining and prohibiting Bird and its respective agents,
20 employees, attorneys and/or other representatives, and all persons acting
21 in concert with or on the instructions of any of them, from continuing to
22 deploy Scooters in the State of California;
- 23 b. Enjoining, restraining and prohibiting Lime and its respective agents,
24 employees, attorneys and/or other representatives, and all persons acting
25 in concert with or on the instructions of any of them, from continuing to
26 deploy Scooters in the State of California;
- 27 c. Requiring Scooter Defendants to affix adequate warnings and/or
28 instructions to their Scooters;

- d. Requiring Scooter Defendants to include adequate warnings and/or instructions about their Scooters in their respective Apps;
- e. Requiring Scooter Defendants to include adequate warnings and/or instructions in their advertisement and/or marketing; and
- f. For such other and further injunctive relief as the Court deems just and proper.

FIFTEENTH CAUSE OF ACTION

(Aiding and Abetting Assaults – Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives, Lime Pedestrian/Public Representatives, Bird Pedestrian Subclass, and Lime Pedestrian Subclass against Scooter Defendants and Does 1-50)

162. The Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and Lime Pedestrian/Public Representatives re-allege and incorporate herein by this reference each and every allegation set forth in paragraphs 1 through 161, above, as though fully set forth at length herein.

163. Bird Pedestrian/Public Plaintiffs and Bird Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Bird and Does 1-25.

164. Lime Pedestrian/Public Plaintiffs and Lime Pedestrian/Public Representatives, on behalf of themselves and their respective subclasses, bring this cause of action against Lime and Does 26-50.

165. The Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and Lime Pedestrian/Public Representatives are informed and believe, and based thereon allege, that the Scooter Defendants, and each of them knew that assaults were and/or currently are being committed by Scooter riders against the Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and Lime Pedestrian/Public Representatives, and members of their respective subclasses.

166. The Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and

1 Lime Pedestrian/Public Representatives are informed and believe, and based thereon allege,
2 that the Scooter Defendants gave substantial assistance and/or encouragement to the Scooter
3 riders.

4 167. The Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and
6 Lime Pedestrian/Public Representatives are informed and believe, and based thereon allege,
7 that the Scooter Defendants' conduct was a substantial factor in causing harm to the
8 Pedestrian/Public Plaintiffs, Bird Pedestrian/Public Representatives and Lime
9 Pedestrian/Public Representatives, and the members of their respective subclasses.

10 168. As a proximate and direct result of the above, the Pedestrian/Public Plaintiffs,
11 Bird Pedestrian/Public Representatives and Lime Pedestrian/Public Representatives, and the
12 members of their respective subclasses, and each of them, have suffered and incurred general,
13 special, compensatory, consequential, incidental and other damages, in an unascertained amount
14 according to proof, but in any event in excess of this Court's jurisdictional minimum, both
15 individually and collectively, in the aggregate.

16 169. The aforementioned conduct, acts, omissions and failures to act of Scooter
17 Defendants, and each of them, was fraudulent, malicious, outrageous and/or oppressive and/or,
18 in connection with the same, the Scooter Defendants, and each of them, acted or failed to act in
19 conscious disregard of the safety and rights of the Pedestrian/Public Plaintiffs, Bird
20 Pedestrian/Public Representatives and Lime Pedestrian/Public Representatives, and the
21 members of the various subclasses, and each of them, so as to justify an award of exemplary
22 and punitive damages pursuant to *California Code of Civil Procedure* section 3294 in an
23 unascertained amount, according to proof, but in any event in excess of this Court's
24 jurisdictional minimum.

25
26 ///

27 ///

28 ///

PRAYER

On the First Cause of Action:

1. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

2. For punitive and exemplary damages in an amount to be determined by the Court;

On the Second Cause of Action:

3. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

4. For punitive and exemplary damages in an amount to be determined by the Court;

On the Third Cause of Action:

5. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Fourth Cause of Action:

6. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Fifth Cause of Action:

7. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Sixth Cause of Action:

8. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Seventh Cause of Action:

9. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

///

On the Eighth Cause of Action:

10. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Ninth Cause of Action:

11. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Tenth Cause of Action:

12. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Eleventh Cause of Action:

13. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Twelfth Cause of Action:

14. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

On the Thirteenth Cause of Action:

15. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

16. For injunctive relief as discussed in the Thirteenth Cause of Action;

On the Fourteenth Cause of Action:

17. For declaratory and injunctive relief as discussed in the Fourteenth Cause of Action;

On the Fifteenth Cause of Action:

18. For general, compensatory, incidental, consequential and/or special damages in an amount to be proven at trial;

19. For punitive and exemplary damages in an amount to be determined by the Court;

1 On All Causes of Action:

2 20. For interest at the maximum legal rate allowed; and

3 21. For such other and further relief as this Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

6 Plaintiffs, on behalf of themselves and their respective subclasses, hereby demand a
7 trial by jury.

9 DATED: October 18, 2018

COSTELL & CORNELIUS LAW CORPORATION

11 By: 

Jeffrey Lee Costell

13 DATED: October 18, 2018

McGEE, LERER & ASSOCIATES

15 By: 

Catherine Lerer

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

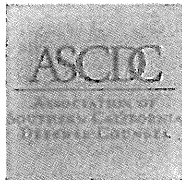


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____		
_____	>	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
- 4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 - 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 - 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 - 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:

☐
☐

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:

CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

LAADR 005 (Rev. 03/17)
LASC Adopted 10-03
Cal. Rules of Court, rule 3.221

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Conference Intake Form and email the completed form to mscdept18@lacourt.org.

LAADR 005 (Rev. 03/17)
LASC Adopted 10-03
Cal. Rules of Court, rule 3.221

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- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995