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By Erika Engel, Deputy Clerk

Attorneys for Plaintiff Taranjot Samra

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CENTRAL DIVISION

TARANJOT SAMRA, an individual,

Plaintiff,

v.

BIRD RIDES, INC., a Delaware Corporation, and
DOES 1-20, inclusive,

Defendants.

Case No.: 37-2019-00066374-CU-PL-CTL

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

1. STRICT LIABILITY: DESIGN DEFECT
2. STRICT LIABILITY:
MANUFACTURING DEFECT
3. STRICT LIABILITY: FAILURE TO
ADEQUATELY WARN
4. NEGLIGENCE
5. GROSS NEGLIGENCE
6. BREACH OF EXPRESS WARRANTY
7. BREACH OF IMPLIED WARRANTY
8. UNFAIR COMPETITION – BUSINESS
AND PROFESSIONS CODE SECTION
17200, ET SEQ.
9. FALSE ADVERTISING – BUSINESS
AND PROFESSIONS CODE SECTION
17500, ET SEQ.
10. CONSUMER LEGAL REMEDIES ACT
– CIVIL CODE SECTION 1770, ET
SEQ.

JURY TRIAL DEMANDED

1 1. Plaintiff Taranjot Samra (hereafter, “Plaintiff”) is an individual and a resident of San Diego
2 County, California.

3 2. Defendant Bird Rides, Inc. (hereinafter, “Bird Rides” or “Defendant”) is a Delaware
4 corporation.

5 3. PLAINTIFF is ignorant of the true names and capacities of the Defendant sued herein as
6 DOES 1 through 20, inclusive, and therefore sues these Defendant by such fictitious names.

7 4. PLAINTIFF is informed and believes, and on that basis alleges, that each of these fictitiously
8 named Defendant is responsible in some manner for the occurrences herein alleged, and that
9 Plaintiff’s damages as herein alleged were proximately caused by their conduct. Plaintiff will amend
10 this complaint to allege the true names and capacities of the DOE Defendant when ascertained.

11 JURISDICTION

12 5. Plaintiff resides in and was injured in the County of San Diego, California (“San Diego
13 County”).

14 6. Defendant caused the events giving rise to this case to occur in San Diego County.

15 7. Defendant does business in and has substantial ties to San Diego County.

16 FACTUAL BACKGROUND AND DAMAGES

17 8. Defendant Bird Rides is a dockless electric scooter rental company operating in more than 100
18 cities in North America and Europe.

19 9. Plaintiff suffered serious injuries while using a defective and dangerous scooter that was
20 manufactured, ordered and made available for rent by Bird Rides.

21 10. Customers of Bird Rides’ electric scooter rental service are able to unlock individual scooters
22 through a smartphone application and rent the scooters for use measured in cost per distance.

23 11. Bird Rides deploys scooters on the campus of the University of California at San Diego
24 (“UCSD”).

25 12. Plaintiff is an undergraduate student at UCSD.

26 13. He is pursuing a Bachelor of Science degree in cognitive science with an emphasis in machine
27 learning and neural computation.

28

1 14. On November 9, 2018, after getting out of a class at UCSD, Plaintiff sought to unlock and rent
2 a Bird Rides scooter for transportation across the campus.

3 15. Plaintiff initially attempted to rent a Bird Rides scooter at 9:49 a.m. The ride history recorded
4 on Plaintiff's Bird Rides' app shows this attempted ride cost \$1.00, lasted for zero minutes, and went
5 for zero miles.

6 16. Following this initial unsuccessful attempt, Plaintiff succeeded in renting a different Bird
7 Rides scooter on November 9, 2018 at 9:50 a.m. The rental history recorded on Plaintiff's Bird Rides
8 app shows this ride cost \$2.20, lasted eight (8) minutes, and went for one mile.

9 17. While Plaintiff was riding the Bird Rides scooter, without any input or action by the Plaintiff,
10 the scooter abruptly stopped, causing Plaintiff to fall off the scooter, strike the pavement, and suffer
11 serious injury.

12 18. Plaintiffs' injuries include, without limitation, broken teeth and sinuses that were fractured in
13 numerous places. The sinus fractures have necessitated multiple surgeries and resulted in chronic
14 bacterial and fungal infections. The injuries have also injured Plaintiffs' sense of smell and taste, and
15 have caused a dryness in the sinuses that will afflict Plaintiff for the rest of his life.

16 19. As a further result of the chronic sinus infections, Plaintiff will be required to undergo a
17 course of steroid treatment to last approximately two years, in addition to the numerous courses of
18 antibiotics and painkillers he has already suffered through. During the series of sinus infections
19 suffered by plaintiff, and also during and after the surgeries, Plaintiff suffered from a discharge from
20 his sinuses of a great deal of blood and viscous substances with the consistency of molasses.

21 20. In addition, Plaintiff has suffered a great deal of pain, pain-induced sleeplessness, and constant
22 pounding headaches.

23 21. As a result of his injuries, Plaintiff has missed a great deal of work and lost wages that are
24 substantial to him.

25 **THE COVER UP – SPOILATION OF EVIDENCE**

26 22. On November 20, 2018, counsel for Plaintiff sent written correspondence to Bird Rides by
27 overnight delivery, which Bird Rides received on November 21, 2018. The correspondence demanded
28 that Bird Rides preserve and make available for inspection the scooters referred to herein.

1 23. Bird Rides failed to preserve the scooters and make them available for inspection. After
2 spoiling evidence by secreting, destroying, and/or putting the scooters beyond Plaintiff's reach, Bird
3 Rides has now taken the following untenable, unreasonable and morally blameworthy position, which
4 was expressed in a written correspondence to your undersigned on April 24, 2019:

5
6 We have completed our investigation of this claim. After considering the facts and circumstances of the
7 loss and the applicable law, we find our policyholder is not legally liable for the alleged damages your
8 client may have suffered. There is no proof the scooter malfunctioned.

9 25. Defendant has manufactured and continues to manufacture, distribute, sell, and rent dangerous
10 and defective electric scooters to consumers. Defendant knows that the inferiority and unreliability of
11 the components used and processes employed in the manufacturing of the scooters make the scooters
12 unsuitable for use and certain to cause serious injury to riders when used cautiously and prudently, in
13 an intended and reasonably foreseeable way. Nonetheless, Defendant continues to use the
14 components and processes in question because Defendant is thereby able to minimize their costs of
15 goods sold and maximize their profits. Defendant enjoys these profits at the cost of great injury and
16 suffering to their consumers, including Plaintiff.

17 **PUNITIVE DAMAGES ALLEGATIONS**

18 26. Defendant has at all times referenced in this complaint been actually aware that the scooter
19 ridden by Plaintiff, as designed and manufactured, is dangerous, defective and certain to cause serious
20 injury to riders when used cautiously and prudently, in an intended and reasonably foreseeable way.

21 27. Bird Rides knew it should regularly test its scooters to determine whether the scooters had
22 manifested, developed or sustained exacerbations of defects resulting from use over time. Bird Rides
23 knew that if it did not follow a program to test its scooters for defects and ensure that defective
24 scooters were removed from service and repaired, riders would be seriously injured.

25 28. Defendant was specifically aware that their scooters suffered from a defect that caused them to
26 stop abruptly without input or action from the rider (the "stopping defect"), in addition to numerous
27 other defects. Defendant was actually and consciously aware that the stopping defect was certain to
28 cause serious injury to riders when their scooters were used cautiously and prudently, in the intended
and reasonably foreseeable way. The stopping defect was a problem that was well known to

1 Defendant. Defendant knew that if their scooters remained available for rent, it was a certainty that
2 riders would be seriously injured as a result of the stopping defect.

3 29. Nonetheless, Defendant allowed their scooters to remain available for rental, with design and
4 manufacturing defects they knew were certain to cause serious injury to riders. And they failed to
5 implement an adequate testing and maintenance program for their scooters, with knowledge that this
6 failure to implement an adequate testing and maintenance program was certain to cause serious
7 injuries to riders.

8 30. Defendant's acts and omissions as described herein, including, without limitation, the
9 deployment of dangerous and unmaintained scooters, were an attempt to decrease their cost of doing
10 business and increase their profitability.

11 31. By renting scooters they knew were certain to cause serious injury when used cautiously and
12 prudently, in an intended and reasonably foreseeable way, Defendant exhibited criminal indifference
13 to the safety of others, including Plaintiff, and consciously and deliberately disregarded the rights and
14 safety of Plaintiff and others. Defendant's conduct was in such conscious and deliberate disregard of
15 the interests of others that their conduct was willful and wanton.

16 32. As a direct and proximate result of the stopping defect, Plaintiff suffered serious injuries.

17 33. Despite knowing that their scooters were dangerous and defective, Defendant knowingly
18 misrepresented that the scooters were safe and reliable, and Defendant consciously and deliberately
19 concealed the dangerousness and defectiveness of the scooters.

20 34. Defendant's misrepresentations and omissions concerning the safety of their scooters were
21 willful and wanton, and were made with knowledge the misrepresentations would induce consumers
22 to ride the scooters and become seriously injured as a result of the scooters' defects.

23 35. As a direct result of Defendant's willful, wanton, and deliberate disregard for the safety and
24 rights of consumers, Plaintiff has suffered severe physical injury.

25 36. In addition to defects that are inherent and manifest in the scooters the moment they are off the
26 production line, there are additional defects that manifest over time as a result of the lack of care with
27 which the scooters are treated.

28

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