

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE) ENDORSED FILED ALAMEDA COUNTY DEC 03 2020 CLERK OF THE SUPERIOR COURT BY TANIA PIERCE Deputy

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO): THOMSON REUTERS CORPORATION

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE): CAT BROOKS and RASHEED SHABAZZ individually and on behalf of all others similarly situated

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 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.

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.

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.

The name and address of the court is: (El nombre y dirección de la corte es): Alameda County Superior Court 1225 Fallon Street Oakland, California 94612

CASE NUMBER: (Número del Caso): Rg20082878

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):

Andre M. Mura, GIBBS LAW GROUP LLP, 505 14th St., Ste 1110, Oakland, CA 94612, (510) 350-9700

DATE: (Fecha) DEC 03 2020 Chad Finko Clerk, by TANIA PIERCE, Deputy (Secretario) (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: [ ] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[ ] other (specify):
4. [ ] by personal delivery on (date)

DEC 4 RECD

FILE BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
**Andre M. Mura (SBN 298541)**  
**Gibbs Law Group LLP**  
**505 14th Street, Suite 1110, Oakland, California 94612**

TELEPHONE NO.: **(510) 350-9700** FAX NO.: **(510) 350-9701**  
 ATTORNEY FOR (Name): **Plaintiffs Cat Brooks and Rasheed Shabazz**

FOR COURT USE ONLY

ENDORSED  
FILED  
ALAMEDA COUNTY  
DEC 03 2020  
CLERK OF THE SUPERIOR COURT  
TANIA PIERCE  
By TANIA PIERCE Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **Alameda**

STREET ADDRESS: **1225 Fallon Street**

MAILING ADDRESS:

CITY AND ZIP CODE: **Oakland, California 94612**

BRANCH NAME: **René C. Davidson Courthouse**

CASE NAME:  
**Cat Brooks and Rasheed Shabazz v. Thomson Reuters Corporation**

**CIVIL CASE COVER SHEET**

**Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)

**Counter**  **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **Rg20082878**

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:
- |  |   |   |
|--|---|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input checked="" type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><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.  Large number of separately represented parties  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve  
 c.  Substantial amount of documentary evidence  
 d.  Large number of witnesses  
 e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 f.  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: **December 3, 2020**  
**Andre M. Mura**  
 (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

<p><b>Auto Tort</b></p> <ul style="list-style-type: none"> <li>Auto (22)—Personal Injury/Property Damage/Wrongful Death</li> <li>Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</li> </ul> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <ul style="list-style-type: none"> <li>Asbestos (04) <ul style="list-style-type: none"> <li>Asbestos Property Damage</li> <li>Asbestos Personal Injury/Wrongful Death</li> </ul> </li> <li>Product Liability (<i>not asbestos or toxic/environmental</i>) (24)</li> <li>Medical Malpractice (45) <ul style="list-style-type: none"> <li>Medical Malpractice—Physicians &amp; Surgeons</li> <li>Other Professional Health Care Malpractice</li> </ul> </li> <li>Other PI/PD/WD (23) <ul style="list-style-type: none"> <li>Premises Liability (e.g., slip and fall)</li> <li>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)</li> <li>Intentional Infliction of Emotional Distress</li> <li>Negligent Infliction of Emotional Distress</li> </ul> </li> <li>Other PI/PD/WD</li> </ul> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <ul style="list-style-type: none"> <li>Business Tort/Unfair Business Practice (07)</li> <li>Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)</li> <li>Defamation (e.g., slander, libel) (13)</li> <li>Fraud (16)</li> <li>Intellectual Property (19)</li> <li>Professional Negligence (25) <ul style="list-style-type: none"> <li>Legal Malpractice</li> <li>Other Professional Malpractice (<i>not medical or legal</i>)</li> </ul> </li> <li>Other Non-PI/PD/WD Tort (35)</li> </ul> <p><b>Employment</b></p> <ul style="list-style-type: none"> <li>Wrongful Termination (36)</li> <li>Other Employment (15)</li> </ul>	<p><b>Contract</b></p> <ul style="list-style-type: none"> <li>Breach of Contract/Warranty (06) <ul style="list-style-type: none"> <li>Breach of Rental/Lease</li> <li>Contract (<i>not unlawful detainer or wrongful eviction</i>)</li> </ul> </li> <li>Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)</li> <li>Negligent Breach of Contract/Warranty</li> <li>Other Breach of Contract/Warranty</li> <li>Collections (e.g., money owed, open book accounts) (09) <ul style="list-style-type: none"> <li>Collection Case—Seller Plaintiff</li> <li>Other Promissory Note/Collections Case</li> </ul> </li> <li>Insurance Coverage (<i>not provisionally complex</i>) (18) <ul style="list-style-type: none"> <li>Auto Subrogation</li> <li>Other Coverage</li> </ul> </li> <li>Other Contract (37) <ul style="list-style-type: none"> <li>Contractual Fraud</li> <li>Other Contract Dispute</li> </ul> </li> </ul> <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li>Eminent Domain/Inverse Condemnation (14)</li> <li>Wrongful Eviction (33)</li> <li>Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> <li>Writ of Possession of Real Property</li> <li>Mortgage Foreclosure</li> <li>Quiet Title</li> <li>Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</li> </ul> </li> </ul> <p><b>Unlawful Detainer</b></p> <ul style="list-style-type: none"> <li>Commercial (31)</li> <li>Residential (32)</li> <li>Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</li> </ul> <p><b>Judicial Review</b></p> <ul style="list-style-type: none"> <li>Asset Forfeiture (05)</li> <li>Petition Re: Arbitration Award (11)</li> <li>Writ of Mandate (02) <ul style="list-style-type: none"> <li>Writ—Administrative Mandamus</li> <li>Writ—Mandamus on Limited Court Case Matter</li> </ul> </li> <li>Writ—Other Limited Court Case Review</li> <li>Other Judicial Review (39) <ul style="list-style-type: none"> <li>Review of Health Officer Order</li> <li>Notice of Appeal—Labor Commissioner Appeals</li> </ul> </li> </ul>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b></p> <ul style="list-style-type: none"> <li>Antitrust/Trade Regulation (03)</li> <li>Construction Defect (10)</li> <li>Claims Involving Mass Tort (40)</li> <li>Securities Litigation (28)</li> <li>Environmental/Toxic Tort (30)</li> <li>Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</li> </ul> <p><b>Enforcement of Judgment</b></p> <ul style="list-style-type: none"> <li>Enforcement of Judgment (20) <ul style="list-style-type: none"> <li>Abstract of Judgment (Out of County)</li> <li>Confession of Judgment (<i>non-domestic relations</i>)</li> <li>Sister State Judgment</li> <li>Administrative Agency Award (<i>not unpaid taxes</i>)</li> <li>Petition/Certification of Entry of Judgment on Unpaid Taxes</li> <li>Other Enforcement of Judgment Case</li> </ul> </li> </ul> <p><b>Miscellaneous Civil Complaint</b></p> <ul style="list-style-type: none"> <li>RICO (27)</li> <li>Other Complaint (<i>not specified above</i>) (42) <ul style="list-style-type: none"> <li>Declaratory Relief Only</li> <li>Injunctive Relief Only (<i>non-harassment</i>)</li> <li>Mechanics Lien</li> <li>Other Commercial Complaint Case (<i>non-tort/non-complex</i>)</li> <li>Other Civil Complaint (<i>non-tort/non-complex</i>)</li> </ul> </li> </ul> <p><b>Miscellaneous Civil Petition</b></p> <ul style="list-style-type: none"> <li>Partnership and Corporate Governance (21)</li> <li>Other Petition (<i>not specified above</i>) (43) <ul style="list-style-type: none"> <li>Civil Harassment</li> <li>Workplace Violence</li> <li>Elder/Dependent Adult Abuse</li> <li>Election Contest</li> <li>Petition for Name Change</li> <li>Petition for Relief From Late Claim</li> <li>Other Civil Petition</li> </ul> </li> </ul>
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F. ADDENDUM TO CIVIL CASE COVER SHEET

<b>Short Title:</b> Brooks v. Thompson Reuters Corporation	<b>Case Number:</b>
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**CIVIL CASE COVER SHEET ADDENDUM**

THIS FORM IS REQUIRED IN ALL NEW <u>UNLIMITED</u> CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA		
		[ ] Hayward Hall of Justice (447)
<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		[ ] Pleasanton, Gale-Schenone Hall of Justice (448)
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[ ] 34 Auto tort (G) Is this an uninsured motorist case? [ ] yes [ ] no
Other PI /PD / WD Tort	Asbestos (04)	[ ] 75 Asbestos (D)
	Product liability (24)	[ ] 89 Product liability (not asbestos or toxic tort/environmental) (G)
	Medical malpractice (45)	[ ] 97 Medical malpractice (G)
	Other PI/PD/WD tort (23)	[ ] 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07)	<input checked="" type="checkbox"/> 79 Bus tort / unfair bus. practice (G)
	Civil rights (08)	[ ] 80 Civil rights (G)
	Defamation (13)	[ ] 84 Defamation (G)
	Fraud (16)	[ ] 24 Fraud (G)
	Intellectual property (19)	[ ] 87 Intellectual property (G)
	Professional negligence (25)	[ ] 59 Professional negligence - non-medical (G)
	Other non-PI/PD/WD tort (35)	[ ] 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36)	[ ] 38 Wrongful termination (G)
	Other employment (15)	[ ] 85 Other employment (G)
		[ ] 53 Labor comm award confirmation
		[ ] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06)	[ ] 04 Breach contract / Wrnty (G)
	Collections (09)	[ ] 81 Collections (G)
	Insurance coverage (18)	[ ] 86 Ins. coverage - non-complex (G)
	Other contract (37)	[ ] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14)	[ ] 18 Eminent domain / Inv Cdm (G)
	Wrongful eviction (33)	[ ] 17 Wrongful eviction (G)
	Other real property (26)	[ ] 36 Other real property (G)
Unlawful Detainer	Commercial (31)	[ ] 94 Unlawful Detainer - commercial
	Residential (32)	[ ] 47 Unlawful Detainer - residential
	Drugs (38)	[ ] 21 Unlawful detainer - drugs
		<b>Is the deft. in possession of the property?</b> [ ] Yes [ ] No
Judicial Review	Asset forfeiture (05)	[ ] 41 Asset forfeiture
	Petition re: arbitration award (11)	[ ] 62 Pet. re: arbitration award
	Writ of Mandate (02)	[ ] 49 Writ of mandate
	Other judicial review (39)	[ ] 64 Other judicial review
		<b>Is this a CEQA action (Publ.Res.Code section 21000 et seq) [ ] Yes [ ] No</b>
Provisionally Complex	Antitrust / Trade regulation (03)	[ ] 77 Antitrust / Trade regulation
	Construction defect (10)	[ ] 82 Construction defect
	Claims involving mass tort (40)	[ ] 78 Claims involving mass tort
	Securities litigation (28)	[ ] 91 Securities litigation
	Toxic tort / Environmental (30)	[ ] 93 Toxic tort / Environmental
	Ins covrg from cmplx case type (41)	[ ] 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	[ ] 19 Enforcement of judgment
		[ ] 08 Confession of judgment
Misc Complaint	RICO (27)	[ ] 90 RICO (G)
	Partnership / Corp. governance (21)	[ ] 88 Partnership / Corp. governance (G)
	Other complaint (42)	[ ] 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	[ ] 06 Change of name
		[ ] 69 Other petition

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**ENDORSED  
FILED  
ALAMEDA COUNTY  
DEC 03 2020  
CLERK OF THE SUPERIOR COURT  
By TANIA PIERCE  
TANIA PIERCE Deputy**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

CAT BROOKS and RASHEED  
SHABAZZ, individually and on behalf  
of all others similarly situated,  
  
Plaintiffs,  
  
v.  
  
THOMSON REUTERS CORPORATION,  
  
Defendant.

Case No. Rg20082878  
  
**CLASS ACTION COMPLAINT**  
  
**DEMAND FOR JURY TRIAL**  
  
**COMPLEX**

1           1. Thomson Reuters is best known for its news agency (Reuters) and its online legal-  
2 research service (Westlaw). But the company makes money in another, lesser-known way: It  
3 collects a vast quantity of photos, identifying information, and personal data from American  
4 consumers, including Californians, without their consent and sells that information to  
5 corporations, law enforcement, and government agencies. Those whose identities the company  
6 sells, however, receive no compensation. Most of them don't even know it is happening.

7           2. Thomson Reuters sells this information through an online platform it calls CLEAR.  
8 CLEAR provides access to a database that aggregates both public and non-public information  
9 about millions of people and contains detailed cradle-to-grave dossiers on each person,  
10 including names, photographs, criminal history, relatives, associates, financial information,  
11 and employment information. The company advertises that CLEAR enables its users to access  
12 "both surface and deep web data to examine intelligence" about people "not found in public  
13 records or traditional search engines." This allows CLEAR users "to uncover" personal "facts  
14 hidden online," by scraping "real-time information" about individuals from social networks,  
15 blogs, and even chat rooms. The CLEAR database also includes information from third-party  
16 data brokers and law enforcement agencies that are not available to the general public,  
17 including live cell phone records, location data from billions of license plate detections, real-  
18 time booking information from thousands of facilities, and millions of historical arrest records  
19 and intake photos. This information is "fused and vetted by algorithm to form" what the *New*  
20 *York Times* described as "an ever-evolving, 360-degree view of U.S. residents' lives."<sup>1</sup>

21           3. Because of CLEAR, Californians' identities are up for sale without their knowledge,  
22 let alone consent. Named plaintiff Cat Brooks, for example, is an activist, who has spent years  
23 fighting police violence, particularly in communities of color. Because of her work, Ms. Brooks  
24 is targeted by white supremacist groups. Concerned for her safety and that of her family, Ms.  
25 Brooks works hard to maintain ownership and control over her personal information. She even  
26 subscribes to a service that routinely scrubs her personal information from the internet. Yet,

27 \_\_\_\_\_  
28 <sup>1</sup> McKenzie Funk, *How ICE Picks Its Targets in the Surveillance Age*, N.Y. Times (Oct. 3, 2019)  
<https://www.nytimes.com/2019/10/02/magazine/ice-surveillance-deportation.html>.

1 CLEAR offers a “360-degree view” of her life: Her address, her cell phone number, and  
2 information about her relatives, neighbors, and associates, are all for sale without her consent.

3 4. Ms. Brooks is not alone. Thomson Reuters sells detailed dossiers on Californians  
4 across the state, people who have no idea their personal information is being appropriated,  
5 aggregated, and sold over the internet. California’s common law right of publicity has long  
6 protected the right of its residents to determine for themselves whether, how, and to what  
7 extent their personal information is disseminated. Similarly, California’s Unfair Competition  
8 Law prohibits corporations from engaging in unlawful and unfair acts, which include  
9 appropriating a person’s personal information and selling it without their consent. Yet that is  
10 precisely what Thomson Reuters is doing with CLEAR, depriving Californians of their  
11 autonomy, dignity, and ownership of their own identities in the process.

12 5. This lawsuit seeks to remedy Thomson Reuters’ repeated violations of the plaintiffs  
13 and class members’ publicity rights and to enjoin the company from continuing to profit off  
14 their personal information without their consent.

### 15 **PARTIES**

16 6. Plaintiff Cat Brooks is a resident of Alameda County, California, whose name,  
17 photo, likeness, and other personal information Thomson Reuters has appropriated and sold  
18 without her consent.

19 7. Plaintiff Rasheed Shabazz is a resident of Alameda County, California, whose name,  
20 photo, likeness, and other personal information Thomson Reuters has appropriated and sold  
21 without his consent.

22 8. Defendant Thomson Reuters Corporation is a multinational media company  
23 headquartered in Toronto, Canada.

### 24 **JURISDICTION AND VENUE**

25 9. This Court has jurisdiction over this matter because Thomson Reuters is licensed to  
26 do business in California, regularly conducts business in California, and purposefully targets  
27 California residents for the collection and sale of personal information without consent. The  
28

1 company also regularly collects information about California residents from California sources.  
2 And it systematically sells CLEAR to California residents.

3 10. Venue is appropriate in this Court under Code of Civil Procedure section 395(b)  
4 because Thomson Reuters does not reside in this state and Plaintiffs reside in Alameda County,  
5 California.

## 6 FACTUAL ALLEGATIONS

### 7 **CLEAR aggregates billions of data points about individuals and sells this information** 8 **without obtaining consent or providing compensation.**

9 11. Thomson Reuters collects and aggregates “billions of data points” about  
10 individuals—including their photos, names, and personal identifying information—into  
11 searchable dossiers about each person and sells these dossiers through its CLEAR platform for  
12 substantial profits.<sup>2</sup>

13 12. At no point during its process of collecting, packaging, and selling individual  
14 information does Thomson Reuters ever ask individuals for their consent. In the vast majority  
15 of cases, the individuals do not even know that Thomson Reuters has collected their personal  
16 information and data—let alone that it is selling this information for profit.

17 13. Thomson Reuters has never offered individuals compensation for the sale of their  
18 photos, names, identifying information, or other personal data. And it provides no mechanism  
19 by which individuals can seek compensation.

20 14. The information aggregated and stored on the CLEAR database—which the  
21 company collects from public records, government sources, internet searches, and third-party  
22 data brokers—is highly personal and even confidential. For example, the CLEAR database  
23 includes data from government agencies and corporations that is not available to the general  
24 public, such as live cell phone records and license plate detections.

25 15. Thomson Reuters also collects data from law enforcement, including real-time  
26 booking images and information from local jails and corrections departments. According to its

27 \_\_\_\_\_  
28 <sup>2</sup>Thomson Reuters, *Thomson Reuters CLEAR*,  
<https://legal.thomsonreuters.com/en/products/clear-investigation-software>.



1 website, Thomson Reuters has acquired 90 million historical arrest records, including intake  
2 photos. Taken together, Thomson Reuters estimates that CLEAR houses over 38 million images  
3 gathered from over 2,000 agencies in over 40 states.<sup>3</sup>

4 16. In addition, the company purchases and consolidates information held by third-  
5 party data tracking firms, data brokers, and other companies that compile consumer and  
6 location data – private firms that the *Wall Street Journal* once dubbed “Big Brother-in-Law.”<sup>4</sup>  
7 This information includes data from credit agencies, DMV records, cellphone registries, social-  
8 media posts, property records, utility accounts, professional and fishing licenses, internet chat  
9 rooms, court records, and bankruptcy filings. All of this information is then “fused and vetted  
10 by algorithm to form an ever-evolving, 360-degree view of U.S. residents’ lives.”<sup>5</sup>

11 17. Even with respect to public-record information, CLEAR gives users the ability to  
12 search and analyze massive amounts of data that they would not otherwise be able to access  
13 on their own – in almost real time. For example, CLEAR has “real-time access to address and  
14 name-change data from credit reports and to motor-vehicle registrations from 43 U.S. states  
15 plus the District of Columbia and Puerto Rico.” And its “utility records, which come from more  
16 than 80 electric, gas, water, telephone, cable and satellite television companies nationwide, are  
17 updated daily.” Likewise, “[i]ncarceration and arrest records, often paired with booking photos  
18 that allow for facial-recognition-powered virtual lineups, arrive almost immediately from 2,100  
19 state and local agencies.”<sup>6</sup>

20 18. On the page of its website describing CLEAR’s corporate pricing plans, Thomson  
21 Reuters explains that its “intermediate” and “comprehensive” plans permit users to access  
22 “both surface and deep web data,” which includes data that is not ascertainable via public  
23 records or traditional search engine queries.<sup>7</sup> A marketing brochure similarly states that

24 <sup>3</sup>Thomson Reuters, *CLEAR Plans and Pricing*,

25 <https://legal.thomsonreuters.com/en/products/clear-investigation-software/plans-pricing>.

26 <sup>4</sup> McKenzie Funk, *How ICE Picks Its Targets in the Surveillance Age*, N.Y. Times (Oct. 3, 2019)

27 <https://www.nytimes.com/2019/10/02/magazine/ice-surveillance-deportation.html>.

28 <sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> Thomson Reuters CLEAR Plans and Pricing, <https://legal.thomsonreuters.com/en/products/clear-investigation-software/plans-pricing#corporate>.

1 CLEAR's "Web Analytics" are capable of uncovering "facts hidden online" through its deep  
2 web search technology.<sup>8</sup>

3 19. In addition, corporate customers who purchase CLEAR's "comprehensive" plan  
4 have access to not only individuals' own personal information, but computer-generated lists of  
5 that subject's relatives and associates and their personal information.<sup>9</sup>

6 **CLEAR sells customers the ability to easily and quickly search for a specific individual's**  
7 **personal and non-public information**

8 20. Thomson Reuters advertises CLEAR as a "user-friendly platform," which offers  
9 customers an "easier . . . search experience that brings together key proprietary and public  
10 records into one intuitive, customizable environment." According to the company, CLEAR  
11 allows users to "quickly search across thousands of data sets and get accurate results in less  
12 time."

13 21. CLEAR's products are widely used. The platform receives approximately 100,000  
14 search queries each day.

15 22. Users sign into the CLEAR platform through a portal similar to Thomson Reuters'  
16 well-known Westlaw sign-in page.

17 23. CLEAR offers users the ability to conduct numerous types of searches for a targeted  
18 individual or entity, including a "person search" and a "risk inform" search.

19 **CLEAR's Person Search:**

20 24. CLEAR prompts users conducting a "person search" to input information such as  
21 an individual's name, address, contact information, social security number, date of birth, age  
22 range, or driver's license number in order to locate a targeted individual.

23 25. The directions for filling out the "age range" field direct the user to enter "1 to 3  
24 digits," indicating that CLEAR permits searches for minors as well as adults.

25 \_\_\_\_\_  
26 <sup>8</sup> Thomson Reuters CLEAR Brochure, *available at*:  
27 [https://www.thomsonreuters.com/content/dam/openweb/documents/pdf/legal/fact-sheet/clear-](https://www.thomsonreuters.com/content/dam/openweb/documents/pdf/legal/fact-sheet/clear-brochure.pdf)  
28 [brochure.pdf](https://www.thomsonreuters.com/content/dam/openweb/documents/pdf/legal/fact-sheet/clear-brochure.pdf).

<sup>9</sup> Thomson Reuters, *CLEAR Plans and Pricing*, [https://legal.thomsonreuters.com/en/products/clear-](https://legal.thomsonreuters.com/en/products/clear-investigation-software/plans-pricing#corporate)  
[investigation-software/plans- pricing#corporate](https://legal.thomsonreuters.com/en/products/clear-investigation-software/plans-pricing#corporate).

1           26. The “person search” results bring the user to a landing page with personal  
2 identifying information. A column on the side of the screen includes the target individual’s full  
3 name, age, current address, and partial social security numbers; “vital statistics,” such as date  
4 of birth, gender, and former names; and former addresses and phone numbers.

5           27. The “person search” results page also features a dashboard of additional tools  
6 allowing a user to dive deeper into the targeted individual’s profile. The front page of the  
7 dashboard displays “possible quick analysis flags,” which indicate whether, according to  
8 CLEAR’s database, the individual’s profile includes various putative risk factors, such as  
9 bankruptcies, arrests, a criminal record, or “associate[s] or relative[s]” with arrests or criminal  
10 records.

11           28. CLEAR’s “web analytics” tool, available via the dashboard, permits the user to  
12 browse through images and profiles of the targeted person, as well as individuals with similar  
13 names. It also provides search hits for the targeted individual from websites. These results can  
14 be filtered by various metrics, including city, country, “FamilyRelation,” “PersonAttributes,”  
15 and “PersonRelationship.”

16           29. The “person search” dashboard also offers a number of other tools, such as a  
17 “graphical display” tool that provides visual depictions of the targeted individual’s legal  
18 history, as well as the individual’s relationship to registered agents, relatives, and other people  
19 with whom the individual shares phone numbers; an “associate analytics” tool exploring the  
20 personal information of a targeted individual’s purported family members and other  
21 “associates”; and a “map analytics” tool allowing a user to view all of the addresses associated  
22 with the targeted individual on a detailed map, which includes satellite imagery.

23           30. Users may also create a report from the results of the “person search,” including  
24 detailed information not only about the targeted individual, but also that person’s relatives,  
25 “associates,” neighbors, addresses, properties, vehicles, and businesses in the report.

26           **CLEAR’s Risk Inform Search:**

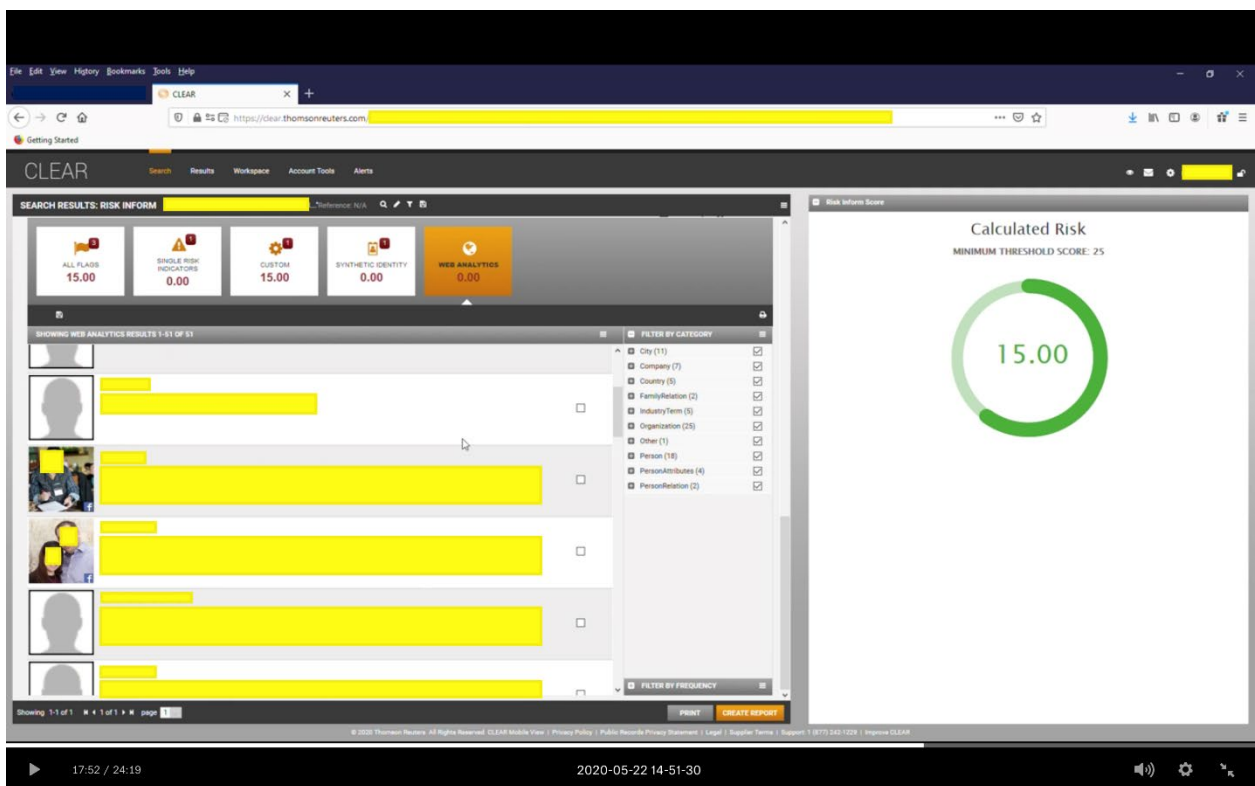
27           31. CLEAR’s “risk inform” search creates a detailed report of the putative risks  
28

1 associated with a targeted individual, summarizing a person's purported "risk" using a  
2 numerical score.<sup>10</sup> A "risky" person has a high score, while a "safe" person has a low score.

3 32. The age range field for the "risk inform" search directs users to enter "1 to 3 digits,"  
4 again indicating that this tool may be used to profile minors as well as adults.

5 33. The "risk inform" results include the same "vital statistics," address, contact  
6 information, web analytics information, and photographs that CLEAR provides in a "person  
7 search."

8 34. In addition, the "risk inform" results include an automatically generated "risk  
9 inform score."



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24 35. The potential "flags" identified as components of this score demonstrate the breadth  
25 and sensitivity of the information included in the CLEAR database. For instance, under a list of  
26 "custom" flags, which appear to be associated with a wide range of state criminal offenses:

27  
28 <sup>10</sup> Thomson Reuters, *CLEAR Risk Inform*, <https://legal.thomsonreuters.com/en/products/clear-investigation-software/clear-risk-inform>.

- 1 a. CLEAR includes indicators for several types of conduct related to “Abortion,”  
2 including “Abortional Act on Self”;
- 3 b. Under the header “Breach of the Peace,” CLEAR includes indicators for speech and  
4 protest-related activity, including “Anarchism,” “Desecrating a Flag,” and  
5 “Engaging in a Riot,” and in subsequent sections, it also identifies “Indecent,  
6 Obscene, or Vulgar Language” and “Refusing to Aid a Police Officer”;
- 7 c. CLEAR includes indicators for “Homosexual Act with a Man” and “Homosexual  
8 Act with a Woman”;
- 9 d. Under the header “Weapons Offenses,” CLEAR includes indicators for “Licensing  
10 - Registered Weapon” and “Possession of a Weapon”; and
- 11 e. CLEAR also includes flags for intrusive conduct under the header “Invasion of  
12 Privacy.”<sup>11</sup>

13 36. Several of CLEAR’s “risk inform” flags are automatically triggered if the targeted  
14 individual changes their name, as illustrated by the dossiers on both of the named plaintiffs  
15 described below. Members of groups that are more likely to change their names—such as  
16 women who marry, victims of domestic violence, trans people, and Muslim converts—are  
17 thereby more likely to be tagged as “risky” by CLEAR’s “risk inform” product.

18 37. Clicking on any of the “risk inform” flags enables the user to see additional  
19 information about the alleged offense or trigger.

20 38. As with the “person search,” CLEAR permits users to generate a report of the “risk  
21 inform” results that may include information about the targeted individual as well as their  
22 relatives, associates, and neighbors.

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<sup>11</sup> Although it has been held unconstitutional to use several of the items identified under “Criminal Records” as  
26 the basis for a criminal charge, it is unclear whether CLEAR determines whether these “flags” are triggered strictly  
27 using criminal records and whether it takes account of whether charges have subsequently been sealed or  
28 expunged. Moreover, it is unlikely that CLEAR’s algorithm discounts criminal charges in its database that predate  
changes in the criminal code (e.g., a charge for private homosexual conduct that preceded the Supreme Court’s  
ruling in *Lawrence v. Texas*, 539 U.S. 558 (2003)).

1     *Thomson Reuters has offered the named plaintiffs' personal and sensitive information for*  
2                     *sale through CLEAR, without the plaintiffs' consent*

3             39. Neither of the named plaintiffs ever agreed to permit Thomson Reuters to collect,  
4 store, or sell their personal information. Thomson Reuters has never asked either of them for  
5 their consent, nor has it offered them compensation for selling their personal information.

6             40. Nevertheless, Thomson Reuters sells its customers access to extensive personal and  
7 sensitive information about both of the named plaintiffs on CLEAR.

8             **Cat Brooks:**

9             41. Named plaintiff Cat Brooks is a Black activist and actress. Ms. Brooks has been  
10 targeted by white supremacist groups as a result of her activism: She receives hateful emails  
11 and threats at her home. She also fears retaliation from law enforcement. Out of concern for her  
12 safety and that of her family, Ms. Brooks has taken active steps to remove her personal  
13 information from the internet, including subscribing to a service that routinely deletes  
14 identifying information.

15             42. Ms. Brooks did not give Thomson Reuters consent to include her identity and  
16 identifying information in the CLEAR database. Thomson Reuters neither asked Ms. Brooks  
17 for permission to sell her identifying information, nor paid Ms. Brooks for the right to sell it.

18             43. Nevertheless, CLEAR's database includes extensive information about Ms. Brooks.  
19 CLEAR's "individual report" on Ms. Brooks includes a trove of information, including a social  
20 security number that is only partially redacted, current address, cell phone number, prior  
21 addresses, and details about her current employer, her business, and licenses. It also identifies  
22 her neighbors, relatives, and "associates" – both current and past – and provides detailed  
23 information about them.

24             44. Ms. Brooks changed her name in connection with her activist work. CLEAR's  
25 dossier on Ms. Brooks also contains her prior name, as well as detailed information associated  
26 with that name. In addition, CLEAR's "risk inform" report on Ms. Brooks heavily penalizes her  
27 for changing her name: All of the risk factors it identifies for Ms. Brooks are associated with her  
28

1 name change, including “Duplicate Personally Identifiable Information,” “First Appearance in  
2 Public Records content after 30,” “SSN Matched to Multiple Individuals,” and “Thinness of  
3 File.” As a result, Ms. Brooks is saddled with a high “risk inform” score, indicated in bold red.  
4 CLEAR’s “individual report” of information associated with Ms. Brooks’ prior name is also  
5 extensive.

6 45. CLEAR also provides photographs of Ms. Brooks.

7 46. At the bottom of a Thomson Reuters’ webpage about CLEAR—only visible after  
8 scrolling past two or more pages of text—there is a link in very small font that says: “For CA:  
9 Do not sell my information.”<sup>12</sup>

10 47. Clicking on the link sends visitors to a page that purports to allow California  
11 residents to opt out of the sale of their “personal information” for a period of “at least twelve  
12 (12) months.”

13 48. Beyond its presence in tiny font at the very bottom of its webpages, Thomson  
14 Reuters provides no notice to consumers that this link exists. Nor does the company enable  
15 California consumers who happen to find out about the link to easily make use of it.<sup>13</sup>

16 49. Ms. Brooks clicked the “For CA: Do not sell my information” link, seeking to opt out  
17 of the sale of her personal information via CLEAR. However, when she attempted to do so,  
18 Thomson Reuters required that she provide a photograph of her government-issued  
19 identification card as well as a separate picture of her face. Given that Thomson Reuters is  
20 already selling her personal information without her consent, Ms. Brooks was not comfortable  
21 providing further personal information to the company, and thus she could not complete the  
22 company’s process.

23 **Rasheed Shabazz:**

24 50. Named plaintiff Rasheed Shabazz is a Black Muslim journalist and activist. He is  
25

26 <sup>12</sup> <https://legal.thomsonreuters.com/en/products/clear-investigation-software>.

27 <sup>13</sup> Several Thomson Reuters webpages also include a second link at the bottom of the page that say: “Do not sell  
28 my personal information.” Clicking on one of these links brings up a pop-up window that states that the  
personal information to which it refers is information collected by cookies stored on the visitor’s browser “to  
collect information.”

1 concerned about being targeted by people who disagree with his writing, his teaching, and his  
2 activism, as well as by people who simply dislike his identity. He does not want his personal  
3 information to be publicly available.

4 51. Mr. Shabazz did not give Thomson Reuters consent to include his identity and  
5 identifying information in the CLEAR database. Thomson Reuters neither asked Mr. Shabazz  
6 for permission to sell his identifying information, nor paid Mr. Shabazz for the right to sell it.

7 52. Mr. Shabazz does not want Thomson Reuters to profit from his identity. He also  
8 does not want Thomson Reuters to present the story of his life to others without his input.

9 53. But CLEAR's "individual report" on Mr. Shabazz includes detailed information  
10 such as his current and prior addresses, employer information, phone numbers, a partially  
11 redacted social security number, his "associates," his neighbors—and their addresses and  
12 phone numbers.

13 54. Because, in Mr. Shabazz's view, the last name he was given at birth was associated  
14 with the slave owners who held his ancestors in bondage, Mr. Shabazz legally changed his  
15 name to one he felt was a better representation of himself and his family. CLEAR includes  
16 detailed information associated with Mr. Shabazz's prior name, including the same partially  
17 redacted social security number, his race, and physical addresses, email addresses, and phone  
18 numbers. Some of this information is inaccurate: CLEAR's profile on Mr. Shabazz's prior name  
19 indicates that Mr. Shabazz was divorced, when he has never legally been married, and that he  
20 has been sued for failing to pay child support, when he has no children.

21 55. Like Ms. Brooks, CLEAR's "risk inform" report penalizes Mr. Shabazz for changing  
22 his name: His "risk inform score" is based on flags indicating "First Appearance in Public  
23 Records after 30," "No relatives," and "SSN Matched to Multiple Individuals."

24 56. CLEAR provides photographs of Mr. Shabazz, including a profile picture CLEAR  
25 has chosen for the account they sell.

26 57. Mr. Shabazz also attempted to opt out of the sale of his personal information by  
27 clicking the "For CA" link provided at the bottom of Thomson Reuter's webpages. However,  
28



1 when he attempted to do so, Thomson Reuters required that he provide a photograph of his  
2 government-issued identification card as well as a separate picture of his face. Given that  
3 Thomson Reuters was selling his personal information without his consent, Mr. Shabazz was  
4 not comfortable providing further personal information to the company, and thus he could not  
5 complete the company's process.

6 *Thomson Reuters makes substantial profits from its sale of personal data and identifying*  
7 *information through CLEAR*

8 58. Thomson Reuters markets the CLEAR platform to individuals, private corporations,  
9 law enforcement, and other government agencies.

10 59. Thomson Reuters stores and collects CLEAR data in one or more of its Strategic Data  
11 Centers. To access this data, an individual can pay for a monthly subscription for one or more  
12 of Thomson Reuters' CLEAR data "plans." A customer can also choose to pay per individual  
13 search, demonstrating the value that each individual profile in CLEAR's database holds for  
14 Thomson Reuters. CLEAR offers tailored subscription plans for law enforcement, government  
15 agencies, and private corporations, respectively. Thomson Reuters charges individual users a  
16 monthly rate for access to its many CLEAR programs.

17 60. Thomson Reuters makes significant profits from the collection, aggregation, and  
18 sale of individuals' names, photographs, likenesses, identifying information, and personal data  
19 through its CLEAR products.

20 61. Thomson Reuters charges users for each component of CLEAR's search  
21 functionalities. It offers both flat rate and "pay-as-you-go" pricing models, with a minimum  
22 contract term of twelve months.<sup>14</sup>

23 62. In Thomson Reuter's "pay-as-you-go" pricing model, users pay per each component  
24 of a search and per report. For instance, in one pricing schedule, Thomson Reuters indicated  
25 that users would pay \$5.00 for a basic "Person Search," with additional charges added for  
26 additional information. According to this schedule, users also incur additional charges for a

27 \_\_\_\_\_  
28 <sup>14</sup> Thomson Reuters, *CLEAR Plans and Pricing*, <https://legal.thomsonreuters.com/en/products/clear-investigation-software/plans-pricing#corporate>.

1 “Photo Line-Up Search” and a “Web Analytics Search.” Thomson Reuters also charges  
2 separately to use CLEAR’s “Risk Inform” product, up to \$6.75 for a “premium” search. And  
3 users must also pay additional fees to generate reports from their searches: An “individual  
4 report” costs \$15.00, with additional charges added to include “associates” or “Risk Inform”  
5 data in the report.<sup>15</sup>

6 63. Government records offer another glimpse into the revenues that Thomson Reuters  
7 derives from its sale of CLEAR products. U.S. Immigration and Customs Enforcement (“ICE”)  
8 has signed over \$54 million in contracts with Thomson Reuters to access CLEAR for purposes  
9 of surveilling and tracking immigrants.

10 *Thomson Reuters is aware of the privacy concerns posed by its appropriation and sale of*  
11 *individuals’ personal data without their consent*

12 64. Thomson Reuters knows that its aggregation and sale of personal data without  
13 consent implicate significant privacy concerns.

14 65. In an article posted on its website for “insights” on “legal” issues, Thomson Reuters  
15 acknowledges the negative privacy consequences that flow from the non-consensual sale of a  
16 person’s personal data. As it explains, “[s]econdary uses of personal data” – that is, uses of a  
17 person’s data for purposes the person didn’t intend or consent to – “pose the most risk and  
18 unintended harm to people.” Individuals are blindsided by these secondary uses because they  
19 rightfully assume that even if their personal information has been uploaded somewhere, that  
20 “doesn’t mean permission has been given to share that information everywhere.”<sup>16</sup>

21 66. By the company’s own admission, “the amount of digital data being collected and  
22 stored” by corporations that profit off of personal data has reached “unprecedented rates.”  
23 Data analytics, a service which the company provides to its CLEAR customers, “has enormous  
24 power to reveal seemingly hidden patterns.” According to Thomson Reuters, data analytics  
25 processes can be so invasive that their insights “can even predict behavior,” thereby

26  
27 <sup>15</sup> Thomson Reuters, *CLEAR Services Schedule A Commercial Subscriber’s Accessing Enhanced CLEAR Services*,  
<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>.

28 <sup>16</sup> Thomson Reuters, *Big Data ethics: redefining values in the digital world*,  
<https://legal.thomsonreuters.com/en/insights/articles/big-data-ethics-redefining-values-in-the-digital-world>.

1 “threaten[ing] individual identity.”<sup>17</sup>

2 67. Because CLEAR’s database is privately owned, it is not subject to the privacy  
3 protections that apply to government collection and storage of personal data. Commentators  
4 have observed that government agencies like ICE and local law enforcement may be able to  
5 avoid constitutional and statutory limitations by purchasing personal data from data brokers  
6 and other private companies like Thomson Reuters.<sup>18</sup>

7 68. Despite Thomson Reuters’ awareness that consent should be acquired before  
8 sharing personal information, the company never asks the individuals whose information is  
9 contained in the CLEAR database for their consent.

10 69. In fact, most individuals have no way of knowing that Thomson Reuters has bought,  
11 collected, aggregated, or sold their personal data.

#### 12 CLASS ACTION ALLEGATIONS

13 70. Under Code of Civil Procedure section 382 and Rule of Court 3.760 *et seq.*, the  
14 plaintiffs bring claims one, two, and three of this action on behalf of themselves and the  
15 following proposed class:

16 All persons residing in the state of California whose name, photographs, personal  
17 identifying information, or other personal data is or was included in the CLEAR  
18 database during the limitations period.

19 71. The proposed class definition excludes any officers and directors of Thomson  
20 Reuters; Class Counsel; and the judicial officer(s) presiding over this action and the members  
21 of his/her immediate family and judicial staff.

22 72. The number of class members is unknown to the plaintiffs, but it likely includes  
23 nearly all Californians. In light of Thomson Reuters’ claims that the CLEAR database contains  
24 “billions of data points,” including more than 140 million booking records and over 38 million  
25 images of individuals, the class is so numerous that joinder of all members is impractical.

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26  
27 <sup>17</sup> *Id.*

28 <sup>18</sup> Gilad Edelman, *Can the Government Buy Its Way Around the Fourth Amendment?*, Wired (Feb. 11, 2020),  
<https://www.wired.com/story/can-government-buy-way-around-fourth-amendment/>.

1           73. There are questions of law and fact common to the class, which predominate over  
2 any questions affecting only individual class members. These questions include, but are not  
3 limited to, the following:

- 4           a. Whether Thomson Reuters' collection and sale of personal data through the CLEAR  
5 platform violates California's common law right of publicity.
- 6           b. Whether Thomson Reuters' collection and sale of personal data through the CLEAR  
7 platform violates California's Unfair Competition Law, Cal. Bus. & Prof. § 17200, *et*  
8 *seq.*
- 9           c. Whether Thomson Reuters has a process for obtaining consent before collecting,  
10 aggregating, and selling individuals' personal data in the CLEAR database.
- 11           d. Whether Thomson Reuters' sale of personal data through the CLEAR platform  
12 constitutes a misappropriation for commercial advantage under California law.
- 13           e. Whether class members' names, photographs, and other identifying information are  
14 directly connected to the commercial purpose of selling access to that information.
- 15           f. The extent to which Thomson Reuters has profited from the non-consensual sale of  
16 personal identifying information and data.

17           74. These and other legal and factual questions are common to all class members. There  
18 are no individual questions that will predominate over common questions.

19           75. The plaintiffs will fairly and adequately protect the interests of the class because  
20 their interests are aligned with, and not antagonistic to, those of the other members of the class.  
21 In addition, the plaintiffs have retained counsel experienced in handling class claims and claims  
22 involving unlawful business practices. Neither the plaintiffs nor their counsel have any  
23 interests which might cause them not to vigorously pursue this claim.

24           76. The plaintiffs' claims are typical of the claims of the members of the class. The  
25 plaintiffs and the class members sustained damages arising out of the defendant's common  
26 course of unlawful conduct. The damages and injuries of each class member were directly  
27 caused by the defendant's wrongful conduct.

1 77. There are no defenses of a unique nature that may be asserted against the plaintiffs  
2 individually, as distinguished from the other members of the class, and the relief sought is  
3 common to the class.

4 78. A class action is a superior method for the fair and efficient adjudication of this  
5 controversy. Individual cases are not economically feasible given the amounts at issue and the  
6 difficulties in litigating such a case.

7 79. The prosecution of separate actions by individual members of the class would create  
8 a risk of inconsistent or varying adjudications with respect to individual members of the class,  
9 and a risk that any adjudications with respect to individual members of the class would, as a  
10 practical matter, either be dispositive of the interests of other members of the class not party to  
11 the adjudication or substantially impair or impede their ability to protect their interests.

12 80. Class certification is also warranted for purposes of injunctive and declaratory relief  
13 because the defendant has acted or refused to act on grounds generally applicable to the class,  
14 so that final injunctive and declaratory relief are appropriate with respect to the class as a  
15 whole.

16 **CLAIMS FOR RELIEF**

17 **FIRST CAUSE OF ACTION**

18 **Common Law Right to Publicity/Misappropriation of Likeness**

19 81. Plaintiffs repeat and incorporate by reference each preceding paragraph as if fully  
20 stated herein.

21 82. California's common-law right of publicity protects people from the unauthorized  
22 appropriation of their identity by another for commercial gain.

23 83. Thomson Reuters has used the named plaintiffs' and class members' identities by  
24 collecting, aggregating, and selling their names, images, likenesses, and other personal  
25 identifying information through products linked to its CLEAR database.

26 84. Thomson Reuters appropriated the named plaintiffs' and class members' identities  
27 for its own commercial and economic advantage.  
28

1 85. At no time has Thomson Reuters sought consent from class members before  
2 appropriating and selling their personal data through its CLEAR products, nor does it have a  
3 process for doing so.

4 86. The class members received no compensation for Thomson Reuters' use of their  
5 identities.

6 87. Thomson Reuters' appropriation and sale of the plaintiffs' and class members'  
7 names, photographs, likenesses, and personal information without their consent injured the  
8 class members by violating their privacy. In particular, Thomson Reuters has prevented – and  
9 continues to prevent – the named plaintiffs and class members from retaining control over the  
10 dissemination of their personal information.

11 88. The named plaintiffs and the class members have also suffered economic injury  
12 because they were not compensated by Thomson Reuters for the use of their name,  
13 photographs, likeness, and other personal identifying information.

14 89. The named plaintiffs and class members are entitled to compensatory damages,  
15 restitution, declaratory relief, and injunctive relief.

## 16 SECOND CAUSE OF ACTION

### 17 Unfair Competition Law, Cal. Bus. & Prof. § 17200, Monetary Relief

18 90. Plaintiffs repeat and incorporate by reference each preceding paragraph as if fully  
19 stated herein.

20 91. California Business and Professions Code section 17200 *et seq.* ("UCL") prohibits  
21 "unlawful, unfair, or fraudulent business acts or practices."

22 92. By selling Californians' personal information and data without consent, as  
23 described above, Thomson Reuters has engaged in unlawful and unfair acts and practices  
24 prohibited by the UCL.

25 93. Thomson Reuters' conduct is unlawful under the UCL because it violates  
26 California's common-law right of publicity, as discussed in the first cause of action.

27 94. In addition, Thomson Reuter's conduct is unlawful under the UCL because it  
28

1 violates California Civil Code section 3344(a).

2 95. California Civil Code section 3344(a) provides that “[a]ny person who knowingly  
3 uses another’s name, voice, signature, photograph, or likeness, in any manner, on or in  
4 products, merchandise, or goods, . . . without such person’s prior consent . . . shall be liable for  
5 any damages sustained by the person or persons injured as a result thereof.”

6 96. Thomson Reuters knowingly used and continues to use the names, photographs,  
7 and other identifying information of the class members in its CLEAR database, and for the  
8 purpose of selling access to products linked to the CLEAR database. Thomson Reuters’ use of  
9 this information is not an accident; it is central to these products.

10 97. Thomson Reuters’ appropriation of the class members’ names, photographs, and  
11 other identifying information was to the company’s economic and commercial advantage. The  
12 company has generated millions of dollars of revenue from CLEAR.

13 98. At no time has Thomson Reuters affirmatively sought consent from class members  
14 before appropriating and selling their personal data, nor does it have a process for doing so.

15 99. The class members received no compensation for Thomson Reuters’ use of their  
16 names, images, likenesses, and other personal identifying information.

17 100. Thomson Reuters’ use of class members’ names, photographs, and other identifying  
18 information is directly connected to its products’ commercial purposes: Products linked to the  
19 CLEAR database would be without value if the CLEAR database did not include class  
20 members’ names, photographs, and identifying information. Class members’ names,  
21 photographs, and identifying information are not ancillary to these products—they are the  
22 product.

23 101. Indeed, Thomson Reuters’ entire marketing strategy relies on emphasizing the vast  
24 quantity of photographs, names, and other identifying information that is readily available to  
25 potential subscribers of CLEAR. Thomson Reuters’ appropriation and sale of the named  
26 plaintiffs’ and class members’ names, photographs, likenesses, and personal information  
27 without seeking permission or consent injured the class members by violating their right to  
28

1 exercise control over the commercial use of their identities.

2 102. Thomson Reuters' conduct also constitutes unfair business practices under the UCL  
3 because these practices offend established public policy and cause harm to the named plaintiffs  
4 and class members, which cannot be reasonably avoided, and that outweighs any benefit to  
5 consumers or competition. The conduct also is immoral, unethical, oppressive, unscrupulous,  
6 and substantially injurious to consumers.

7 103. The named plaintiffs and class members have suffered economic injury as a result  
8 of Thomson Reuters' unlawful and unfair business practices.

9 104. As a result of its unlawful and unfair business practices, Thomson Reuters has  
10 reaped and continues to reap unfair and illegal profits at the expense of the plaintiffs and class  
11 members. Thus, Thomson Reuters should be required to disgorge its illegal profits, and to pay  
12 the plaintiffs and class members restitution in an amount according to proof at the time of trial.

### 13 **THIRD CAUSE OF ACTION**

#### 14 **Unjust Enrichment**

15 105. Plaintiffs repeat and incorporate by reference each preceding paragraph as if fully  
16 stated herein.

17 106. Thomson Reuters has wrongfully and unlawfully sold the named plaintiffs' and the  
18 class members' names, photographs, personal identifying information, and other personal data  
19 without their consent for substantial profits.

20 107. The named plaintiffs' and the class members' personal information and data have  
21 conferred an economic benefit on Thomson Reuters.

22 108. Thomson Reuters has been unjustly enriched at the expense of the named plaintiffs  
23 and class members, and the company has unjustly retained the benefits of its unlawful and  
24 wrongful conduct.

25 109. It would be inequitable and unjust for Thomson Reuters to be permitted to retain  
26 any of the unlawful proceeds resulting from its unlawful and wrongful conduct.

27 110. The named plaintiffs and class members accordingly are entitled to equitable relief  
28



1 including restitution and disgorgement of all revenues, earnings, and profits that Thomson  
2 Reuters obtained as a result of its unlawful and wrongful conduct.

### 3 **FOURTH CAUSE OF ACTION**

#### 4 **Unfair Competition Law, Cal. Bus. & Prof. § 17200, Public Injunctive Relief**

5 111. Plaintiffs reallege claims in the second cause of action for purposes of this action.

6 112. California Business and Professions Code section 17200 *et seq.* (“UCL”) prohibits  
7 “unlawful, unfair, or fraudulent business acts or practices.”

8 113. By selling Californians’ personal information and data without consent, as  
9 described above, Thomson Reuters has engaged in unlawful and unfair acts and practices  
10 prohibited by the UCL.

11 114. Thomson Reuters’ conduct is unlawful under the UCL because it violates California  
12 Civil Code section 3344(a) and California’s common-law right of publicity.

13 115. Thomson Reuters’ conduct also constitutes unfair business practices under the UCL  
14 because these practices offend established public policy and cause harm to the named plaintiffs  
15 and class members, which cannot be reasonably avoided, and that outweighs any benefit to  
16 consumers or competition. The conduct also is immoral, unethical, oppressive, unscrupulous,  
17 and substantially injurious to consumers.

18 116. California’s Unfair Competition Law allows anyone to bring an action for public  
19 injunctive relief if they have “lost money or property as a result of the unfair competition.” Cal.  
20 Bus. & Prof. § 17204.

21 117. Plaintiffs Brooks and Shabazz both lost money as a result of Thomson Reuters’  
22 unfair and unlawful practices in violation of the Unfair Competition Law. But for its violation  
23 of law, Thomson Reuters would have either paid Brooks and Shabazz for consent to sell their  
24 information or ceased the sale of their information.

25 118. Plaintiffs bring this fourth cause of action in a representative capacity, not on a class  
26 basis, seeking public injunctive relief to enjoin Thomson Reuter’s continued violation of  
27 California’s Unfair Competition Law.

1 **PRAYER FOR RELIEF**

2 For all of these reasons, the plaintiffs request that this Court:

- 3 a. Certify this action as a class action for purposes of Claims One through Three;
- 4 b. Appoint plaintiffs Cat Brooks and Rasheed Shabazz as class representatives and
- 5 appoint their attorneys as class counsel;
- 6 c. Award compensatory damages, declaratory relief, and injunctive relief;
- 7 d. Award restitution and disgorgement of the defendant’s profits from its unlawful
- 8 and unfair business practices and conduct;
- 9 e. Issue an order for public injunctive relief under the UCL, enjoining Thomson
- 10 Reuters from selling class members’ personal data without their consent, except for
- 11 legally permissible uses;
- 12 f. Award costs and reasonable attorneys’ fees; and
- 13 g. Grant such further relief that the Court deems necessary and proper.

14 **JURY DEMAND**

15 119. Plaintiffs demand a trial by jury for all issues so triable under the law.

16  
17  
18 DATED: December 3, 2020

Respectfully submitted,

19  
20 

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 22 Andre M. Mura (State Bar No. 298541)  
 23 Amanda M. Karl (State Bar No. 301088)  
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*Attorneys for Plaintiffs and the Proposed Class*



## Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

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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.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agree to ADR at your Initial Case Management Conference.

**QUESTIONS?** Call (510) 891-6055. Email [adrprogram@alameda.courts.ca.gov](mailto:adrprogram@alameda.courts.ca.gov)  
Or visit the court's website at <http://www.alameda.courts.ca.gov/adr>

### What Are The Advantages Of Using ADR?

- **Faster** – Litigation can take years to complete but ADR usually takes weeks or months.
- **Cheaper** – Parties can save on attorneys' fees and litigation costs.
- **More control and flexibility** – Parties choose the ADR process appropriate for their case.
- **Cooperative and less stressful** – In mediation, parties cooperate to find a mutually agreeable resolution.
- **Preserve Relationships** – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

### What Is The Disadvantage Of Using ADR?

- **You may go to court anyway** – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

### What ADR Options Are Available?

- **Mediation** – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
  - **Court Mediation Program:** Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
  - **Judicial Arbitration Program** (non-binding): The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
  - **Private Arbitration** (binding and non-binding) occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

### **Mediation Service Programs In Alameda County**

Low cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

#### **SEEDS Community Resolution Center**

1968 San Pablo Avenue, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: [www.seedsrc.org](http://www.seedsrc.org)

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – Services that Encourage Effective Dialogue and Solution-making.

#### **Center for Community Dispute Settlement**

291 McLeod Street, Livermore, CA 94550

Telephone: (925) 373-1035 Website: [www.trivalleymediation.com](http://www.trivalleymediation.com)

CCDS provides services in the Tri-Valley area for all of Alameda County.

#### *For Victim/Offender Restorative Justice Services*

#### **Catholic Charities of the East Bay: Oakland**

433 Jefferson Street, Oakland, CA 94607

Telephone: (510) 768-3100 Website: [www.cceb.org](http://www.cceb.org)

Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name, State Bar number, and address</i> )  TELEPHONE NO.: _____ FAX NO. ( <i>Optional</i> ): _____ E-MAIL ADDRESS ( <i>Optional</i> ): _____ ATTORNEY FOR ( <i>Name</i> ): _____	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY</b>  STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
<b>STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS</b>	CASE NUMBER: _____

**INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.**

This stipulation is effective when:

- All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- A copy of this stipulation has been received by the ADR Program Administrator, 1225 Fallon Street, Oakland, CA 94612.

1. Date complaint filed: \_\_\_\_\_. An **Initial Case Management Conference** is scheduled for:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Department: \_\_\_\_\_

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (*check one*):

- Court mediation                       Judicial arbitration  
 Private mediation                       Private arbitration

3. All parties agree to complete ADR within 90 days and certify that:

- a. No party to the case has requested a complex civil litigation determination hearing;
- b. All parties have been served and intend to submit to the jurisdiction of the court;
- c. All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- d. Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- e. Case management statements are submitted with this stipulation;
- f. All parties will attend ADR conferences; and,
- g. The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_ \_\_\_\_\_  
 (TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF)

Date:

\_\_\_\_\_ \_\_\_\_\_  
 (TYPE OR PRINT NAME) (SIGNATURE OF ATTORNEY FOR PLAINTIFF)

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER.:
--	---------------

Date:

\_\_\_\_\_

(TYPE OR PRINT NAME)



\_\_\_\_\_

(SIGNATURE OF DEFENDANT)

Date:

\_\_\_\_\_

(TYPE OR PRINT NAME)



\_\_\_\_\_

(SIGNATURE OF ATTORNEY FOR DEFENDANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name, State Bar number, and address</i> ):    TELEPHONE NO.: _____ FAX NO. ( <i>Optional</i> ): _____ E-MAIL ADDRESS ( <i>Optional</i> ): _____ ATTORNEY FOR ( <i>Name</i> ): _____	<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
<b>CASE MANAGEMENT STATEMENT</b> ( <i>Check one</i> ): <input type="checkbox"/> <b>UNLIMITED CASE</b> <input type="checkbox"/> <b>LIMITED CASE</b> (Amount demanded exceeds \$25,000)      (Amount demanded is \$25,000 or less)	CASE NUMBER: _____
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court ( <i>if different from the address above</i> ): _____  <input type="checkbox"/> <b>Notice of Intent to Appear by Telephone, by (<i>name</i>):</b> _____	

**INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.**

**1. Party or parties (*answer one*):**

- a.  This statement is submitted by party (*name*):
- b.  This statement is submitted **jointly** by parties (*names*):

**2. Complaint and cross-complaint (*to be answered by plaintiffs and cross-complainants only*)**

- a. The complaint was filed on (*date*): \_\_\_\_\_
- b.  The cross-complaint, if any, was filed on (*date*): \_\_\_\_\_

**3. Service (*to be answered by plaintiffs and cross-complainants only*)**

- a.  All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
- b.  The following parties named in the complaint or cross-complaint
  - (1)  have not been served (*specify names and explain why not*):
  - (2)  have been served but have not appeared and have not been dismissed (*specify names*):
  - (3)  have had a default entered against them (*specify names*):
- c.  The following additional parties may be added (*specify names, nature of involvement in case, and date by which they may be served*):

**4. Description of case**

- a. Type of case in  complaint       cross-complaint      (*Describe, including causes of action*):



PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	CASE NUMBER: _____
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4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

*(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request  a jury trial  a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

a.  The trial has been set for *(date)*:

b.  No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

a.  days *(specify number)*:

b.  hours (short causes) *(specify)*:

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial  by the attorney or party listed in the caption  by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

Additional representation is described in Attachment 8.

9. **Preference**

This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel  has  has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party  has  has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1)  This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2)  Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3)  This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT:	CASE NUMBER: _____
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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form <b>are willing</b> to participate in the following ADR processes ( <i>check all that apply</i> ):	If the party or parties completing this form in the case <b>have agreed</b> to participate in or have already completed an ADR process or processes, indicate the status of the processes ( <i>attach a copy of the parties' ADR stipulation</i> ):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete mediation by ( <i>date</i> ): <input type="checkbox"/> Mediation completed on ( <i>date</i> ):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete settlement conference by ( <i>date</i> ): <input type="checkbox"/> Settlement conference completed on ( <i>date</i> ):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete neutral evaluation by ( <i>date</i> ): <input type="checkbox"/> Neutral evaluation completed on ( <i>date</i> ):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete judicial arbitration by ( <i>date</i> ): <input type="checkbox"/> Judicial arbitration completed on ( <i>date</i> ):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete private arbitration by ( <i>date</i> ): <input type="checkbox"/> Private arbitration completed on ( <i>date</i> ):
(6) Other ( <i>specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete ADR session by ( <i>date</i> ): <input type="checkbox"/> ADR completed on ( <i>date</i> ):

PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	CASE NUMBER: _____
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**11. Insurance**

- a.  Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights:  Yes  No
- c.  Coverage issues will significantly affect resolution of this case (*explain*):

**12. Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy  Other (*specify*):

Status:

**13. Related cases, consolidation, and coordination**

- a.  There are companion, underlying, or related cases.
  - (1) Name of case:
  - (2) Name of court:
  - (3) Case number:
  - (4) Status:
- Additional cases are described in Attachment 13a.
- b.  A motion to  consolidate  coordinate will be filed by (*name party*):

**14. Bifurcation**

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

**15. Other motions**

- The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

**16. Discovery**

- a.  The party or parties have completed all discovery.
  - b.  The following discovery will be completed by the date specified (*describe all anticipated discovery*):
- | <u>Party</u> | <u>Description</u> | <u>Date</u> |
|--------------|--------------------|-------------|
|              |                    |             |

- c.  The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: <hr/> DEFENDANT/RESPONDENT:	CASE NUMBER:
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**17. Economic litigation**

- a.  This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b.  This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

**18. Other issues**

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

**19. Meet and confer**

- a.  The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): \_\_\_\_\_

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.