

HOLLAND & KNIGHT LLP  
Sarah A. Marsey (SBN 297911)  
Jacqueline N. Harvey (SBN 322165)  
Isabella Granucci (SBN 351957)  
560 Mission Street, Suite 1900  
San Francisco, CA 94105  
Telephone: 415.743.6900  
Fax: 415.743.6910  
Email: sarah.marsey@hklaw.com  
Email: jacqueline.harvey@hklaw.com  
Email: isabella.granucci@hklaw.com

Attorneys for Defendant Turo Inc.

ELECTRONICALLY  
**FILED**

*Superior Court of California,  
County of San Francisco*

**08/14/2025**  
**Clerk of the Court**

BY: MARK UDAN  
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF SAN FRANCISCO**

KRISZTIAN MARK RIEZ;

Plaintiff,

vs.

TURO INC.;

Defendant.

Case No.: CGC25627155

**DEFENDANT TURO INC.'S NOTICE  
TO STATE COURT OF REMOVAL TO  
THE UNITED STATES DISTRICT  
COURT FOR THE NORTHERN  
DISTRICT OF CALIFORNIA**

Holland & Knight LLP  
560 Mission Street, Suite 1900  
San Francisco, CA 94105  
Tel: 415.743.6900  
Fax: 415.743.6910

1           **TO THE CLERK OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,**  
2           **IN AND FOR THE COUNTY OF SAN FRANCISCO:**

3           **PLEASE TAKE NOTICE** that on August 14, 2025, Defendant Turo Inc. (“Turo”) filed a  
4 Notice of Removal of the above-captioned action pursuant to 28 U.S.C. §§ 1332, 1441 and 1446 in  
5 the United States District Court for the Northern District of California. A true and correct copy of  
6 the Notice of Removal is attached hereto as **Exhibit A**. This Notice together with the Notice of  
7 Removal and subsequent filings in federal court are hereby served on Plaintiff Krisztian Mark Riez  
8 and filed with the Superior Court of the State of California, County of San Francisco.

9           **PLEASE TAKE FURTHER NOTICE** that by filing the Notice of Removal with the clerk  
10 of the United States District Court for the Northern District of California along with filing copies  
11 thereof with the clerk of the Superior Court of the State of California, in and for the County of San  
12 Francisco, Turo has effectuated the removal of the above-captioned matter, and neither the Superior  
13 Court nor Plaintiff shall proceed in this action unless and until it is remanded to this Court. *See* 28  
14 U.S.C. § 1446(d).

15  
16 Dated: August 14, 2025

HOLLAND & KNIGHT LLP

17  
18 By: /s/ Sarah A. Marsey  
19 Sarah A. Marsey  
Jacqueline N. Harvey  
Isabella Granucci

20 Attorneys for Defendant Turo Inc.  
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# Exhibit A

HOLLAND & KNIGHT LLP  
Sarah A. Marsey (SBN 297911)  
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Email: sarah.marsey@hklaw.com  
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Email: isabella.granucci@hklaw.com

Attorneys for Defendant Turo Inc.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

KRISZTIAN MARK RIEZ;

Plaintiff,

vs.

TURO INC.;

Defendant.

Case No.: 3:25-cv-06901

[Removed from the Superior Court of  
California, County of San Francisco, Case  
No. CGC25627155]

**NOTICE OF REMOVAL**

Holland & Knight LLP  
560 Mission Street, Suite 1900  
San Francisco, CA 94105  
Tel: 415.743.6900  
Fax: 415.743.6910

**TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF CALIFORNIA, AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant Turo Inc. (“Turo”) hereby removes the state court civil action captioned *Krisztian Mark Riez vs. Turo Inc et al*, Case No. CGC25627155, from the Superior Court of the State of California, County of San Francisco (the “State Court Action”), to the United States District Court for the Northern District of California. Removal is based on 28 U.S.C. §1441 because this Court has jurisdiction pursuant to 28 U.S.C. §1332. Removal is warranted based on the following:

**A. Turo Satisfied the Procedural Requirements for Removal.**

1. On July 11, 2025, Plaintiff Krisztian Mark Riez (“Plaintiff”) filed the State Court Action.

2. On July 15, 2025, Plaintiff personally served his Complaint, Summons, a notice regarding an upcoming case management conference, and an information sheet summarizing voluntary expedited jury trials on Turo’s registered agent for process in California.

3. **Pleadings and Process.** Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings, and orders served upon Turo are attached hereto as **Exhibit A**.

4. **Removal is Timely.** Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely in that it was filed within thirty (30) days of the service of the Complaint, which occurred on July 15, 2025, and less than a year after the commencement of the State Court Action.

5. **Removal to Proper Court.** Pursuant to 28 U.S.C. §§ 1441 and 1446(a), this Notice is filed in the proper division because the Court embraces the Superior Court of the State of California, County of San Francisco, where the State Court Action is pending.

6. **Filing and Service.** Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served on Plaintiff, and a copy is being filed with the clerk of the San Francisco Superior Court.

7. **Proper Signature.** Counsel for Turo hereby certifies, pursuant to 28 U.S.C. § 1446(a), that this Notice of Removal filed on behalf of Turo is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure.

8. There are no other identified defendants in this matter.

9. No previous request has been made for the relief requested herein.

**B. Removal Is Proper Because this Court Has Diversity Jurisdiction.**

10. Under 28 U.S.C. § 1332, United States District Courts are vested with jurisdiction to consider cases or controversies where there is diversity jurisdiction between the parties and the amount in controversy exceeds \$75,000.00.

11. Removal of such cases is governed by 28 U.S.C. § 1332(a), which makes clear that “district courts *shall* have original jurisdiction of all civil actions where the matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and is between – (1) citizens of different States; ...[.]” (Emphasis added).

12. Plaintiff’s Complaint alleges Turo harmed him for which he seeks \$1,500,000.00 in damages. *See* Ex. A, Compl., p. 4. This amount accounts for compensatory and punitive damages. *Id.* Specifically, Plaintiff alleges he suffered wage loss, hospital and medical expenses, loss of earning capacity, and other damages including “emotional distress, reputational harm, punitive damages, legal expenses.” *Id.* Plaintiff further contends that he lost an “\$85,000 sponsorship.” *Id.* p. 5.

13. Although Turo denies Plaintiff’s allegations, assuming that Plaintiff succeeds in proving his claims, the total amount of monetary relief sought by Plaintiff is more than \$75,000, exclusive of interest and costs.

14. Plaintiff resides and is a citizen of Canada. *See* Ex. A, Compl., p. 2.

15. Turo is a Delaware corporation with its principal place of business 111 Sutter Street, Flr. 12, San Francisco, California, 94104, a true and correct copy of Turo’s Statement of Information filed with the State of California is attached hereto as **Exhibit B**.

16. In accordance with 28 U.S.C. § 1446(d), the undersigned counsel certifies that a copy of this Notice of Removal and all supporting papers will be promptly served on Plaintiff, and filed with the clerk of the San Francisco Superior Court.

**WHEREFORE**, Turo, by counsel, respectfully requests that the above-referenced action, originally filed in the Superior Court of the State of California for the County of San Francisco, be removed to this Court pursuant to 28 U.S.C. §§ 1332, 1441 and 1446.

1 Dated: August 14, 2025

HOLLAND & KNIGHT LLP

2  
3 By: /s/ Sarah A. Marsey

Sarah A. Marsey

Jacqueline N. Harvey

4 Isabella Granucci

5 Attorneys for Defendant Turo Inc.

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# **Exhibit A**



SUM-100

# SUMMONS (CITACION JUDICIAL)

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

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TURO INC a Delaware corporation; and DOES 1 ~~to~~ 20 inclusive

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Krisztian Mark Riez

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California, County of San Francisco, Civic Center Courthouse, 400 McAllister St, San Francisco, CA 94102

CASE NUMBER:  
(Número del caso)

C8C-25-627155

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

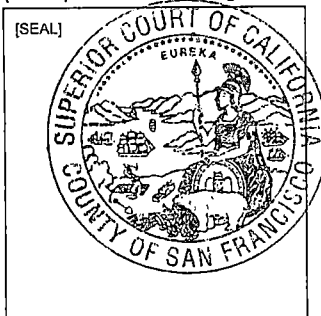
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Krisztian Mark Riez, Apt 404 3810 43 St SW, Calgary, AB, Canada T3E 7T7

DATE:  
(Fecha)Clerk, by  
(Secretario)Deputy  
(Adjunto)

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

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

GERMAN PEREZ



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):

Page 1 of 1

1. **Plaintiff (name or names):** Kristian Mark Riez  
alleges causes of action against **defendant (name or names):**  
Turo Inc. ; and Does 1 through 20, Inclusive

2. This pleading, including attachments and exhibits, consists of the following number of pages: 12

3. Each plaintiff named above is a competent adult

a. ☒ **except** plaintiff (name): Turo Inc.

(1) ☒ a corporation qualified to do business in California.

(2) ☐ an unincorporated entity (describe):

(3) ☐ a public entity (describe):

(4) ☐ a minor ☐ an adult

(a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed.

(b) ☐ other (specify):

(5) ☐ other (specify):

b. ☐ **except** plaintiff (name):

(1) ☐ a corporation qualified to do business in California.

(2) ☐ an unincorporated entity (describe):

(3) ☐ a public entity (describe):

(4) ☐ a minor ☐ an adult

(a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed.

(b) ☐ other (specify):

(5) ☐ other (specify):

Page 1 of 3

PLD-PI-001

SHORT TITLE: Riez v. Turo Inc	CASE NUMBER:
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4. ☐ Plaintiff (name):  
is doing business under the fictitious name (specify):

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

- a. ☒ except defendant (name):

- (1) ☐ a business organization, form unknown.  
 (2) ☒ a corporation.  
 (3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

- c. ☐ except defendant (name):

- (1) ☐ a business organization, form unknown.  
 (2) ☐ a corporation.  
 (3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

- b. ☐ except defendant (name):

- (1) ☐ a business organization, form unknown.  
 (2) ☐ a corporation.  
 (3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

- d. ☐ except defendant (name):

- (1) ☐ a business organization, form unknown.  
 (2) ☐ a corporation.  
 (3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

☐ Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.

- a. ☐ Doe defendants (specify Doe numbers):  
named defendants and acted within the scope of that agency or employment.

were the agents or employees of other

- b. ☒ Doe defendants (specify Doe numbers): 1 to 20  
plaintiff.

are persons whose capacities are unknown to

7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):

8. This court is the proper court because

- a. ☐ at least one defendant now resides in its jurisdictional area.  
 b. ☒ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.  
 c. ☐ injury to person or damage to personal property occurred in its jurisdictional area.  
 d. ☐ other (specify):

9. ☒ Plaintiff is required to comply with a claims statute, and

- a. ☐ has complied with applicable claims statutes, or  
 b. ☒ is excused from complying because (specify):  
 Not applicable -no public entity defendant.

PLD-PI-001

SHORT TITLE:

Riez v. Turo Inc

CASE NUMBER:

10. The following causes of action are attached and the statements above apply to each (*each complaint must have one or more causes of action attached*):

- a. ☐ Motor Vehicle
- b. ☒ General Negligence
- c. ☐ Intentional Tort
- d. ☐ Products Liability
- e. ☐ Premises Liability
- f. ☒ Other (*specify*):  
Breach of Contract, Fraud, Exemplary Damages

11. Plaintiff has suffered (*check all that apply*)

- a. ☒ wage loss.
- b. ☐ loss of use of property.
- c. ☒ hospital and medical expenses.
- d. ☒ general damage.
- e. ☐ property damage.
- f. ☒ loss of earning capacity.
- g. ☒ other damage (*specify*):  
Emotional distress, reputational harm, punitive damages, legal expenses.

12. ☐ The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. ☐ listed in Attachment 12.
- b. ☐ as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1) ☒ compensatory damages.
- (2) ☒ punitive damages.
- b. The amount of damages is (*in cases for personal injury or wrongful death, you must check (1)*):
- (1) ☒ according to proof.
- (2) ☒ in the amount of: \$ 1,500,000.00

15. ☒ The paragraphs of this complaint alleged on information and belief are as follows (*specify paragraph numbers*):  
Paragraphs 3-15, as supported by referenced exhibits and evidence available for production upon request.

Date: July 10, 2025

Krisztian Mark Riez

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

PLD-PI-001(6)

SHORT TITLE:

Riez v. Turo Inc.

CASE NUMBER:

**Exemplary Damages Attachment**Page 4ATTACHMENT TO ☒ Complaint ☐ Cross - ComplaintEX-1. As additional damages against defendant (*name*):

Turo Inc.

Plaintiff alleges defendant was guilty of

☒ malice☒ fraud☒ oppression

as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

Turo Inc. put lives at risk by renting out a car contaminated with fentanyl—a substance so deadly a single trace can kill—confirmed by border authorities.

After being warned, Turo did nothing: No investigation, no cleaning, no warning—just relisted the vehicle, knowingly endangering future renters, families, and children.

Turo denied all responsibility and refused to help, abandoning the plaintiff and a witness to wrongful detainment, PTSD, reputational destruction, and the loss of an \$850,000 sponsorship.

This isn't a one-off mistake: Turo's actions reveal a reckless pattern of ignoring lethal hazards and customer safety.

The evidence is undeniable, the threat ongoing, and the public deserves to know: This is more than a contract breach—it's corporate endangerment demanding viral attention and immediate accountability.

EX-3. The amount of exemplary damages sought is

a. ☒ not shown, pursuant to Code of Civil Procedure section 425.10.b. ☐ \$

Page 1 of 1

PLD-C-001(3)

SHORT TITLE:

Riez v. Turo Inc.

CASE NUMBER:

**CAUSE OF ACTION—Fraud**

(number)

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

FR- 1. Plaintiff (name): Krisztian Mark Riez

alleges that defendant (name): Turo Inc.

on or about (date): February 19, 2025

defrauded plaintiff as follows:

FR-2. ☒ **Intentional or Negligent Misrepresentation**a. Defendant made representations of material fact ☐ as stated in Attachment FR-2.a ☒ as follows:

On or about February 19, 2025, Turo Inc. represented to plaintiff that the rental vehicle was safe, clean, and fit for use, in accordance with its advertised standards and Terms of Service.

b. These representations were in fact false. The truth was ☐ as stated in Attachment FR-2.b ☒ as follows:

The vehicle was contaminated with fentanyl—a deadly substance—posing a serious health risk to any renter or occupant.

c. When defendant made the representations,

☐ defendant knew they were false, or☒ defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3. ☒ **Concealment**a. Defendant concealed or suppressed material facts ☐ as stated in Attachment FR-3.a ☒ as follows:

Turo Inc. concealed or suppressed the fact that the rental vehicle provided to plaintiff was contaminated with fentanyl—a deadly substance.

b. Defendant concealed or suppressed material facts

☒ defendant was bound to disclose.

☐ by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

Page 5

PLD-C-001(3)

SHORT TITLE:  
Riez v. Turo Inc.

CASE NUMBER:

**CAUSE OF ACTION—Fraud**

(number)

FR-4. ☒ **Promise Without Intent to Perform**

a. Defendant made a promise about a material matter without any intention of performing it ☐ as stated in Attachment FR-4.a ☒ as follows:

a. Turo Inc. made a promise that the rental vehicle would be safe, clean, and fit for use, as required by its own standards and Terms of Service, without any intention of performing this promise.

b. Defendant's promise was made with the intent to defraud and induce plaintiff to rely upon it and rent the vehicle. Plaintiff was unaware of defendant's intention not to perform and acted in justifiable reliance on the promise.

b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act ☐ as stated in Attachment FR-5 ☒ as follows:

Plaintiff relied on Turo Inc.'s representations that the rental vehicle was safe, clean, and fit for use, and as a result, rented and operated the vehicle. Plaintiff would not have rented or used the vehicle had the true facts about fentanyl contamination been disclosed.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged ☐ as stated in Attachment FR- 6 ☒ as follows:

Turo Inc. didn't just break a contract—they put the public at risk. By supplying a rental car contaminated with fentanyl—a substance so deadly that even a trace can kill—they exposed every renter, family, and child to a life-threatening hazard. Border authorities confirmed the contamination with a positive field test, and Turo's response? Ignore the danger, refuse to investigate or clean the car, and put it back up for rent.

FIR - 7. Other:



[Print](#)

## Turo car sharing agreement (Canada)

Please refer to this document if you need evidence of your transaction during or after your Turo trip (for instance, when interacting with law enforcement, insurance providers, roadside service providers, impound lot attendants, etc.).

### Fast facts

- The person named below was given permission to drive the vehicle listed below during the reservation period (see "Trip start" and "Trip end") by the "host" (either the car owner or an authorized representative) through the Turo terms of service.
- Turo is a digital peer-to-peer car sharing platform, where private car owners share their personal vehicles with others in exchange for compensation.
- By listing their car on Turo, the below-named host represents that their vehicle is safe, well maintained, legally registered, and covered by their personal insurance.

### Coverage

Turo offers protection with varying levels of out-of-pocket maximums, which the guest may or may not have purchased. See below for details of this agreement.

## Krisztian Riez's trip with ProLux Rentals .'s Dodge Grand Caravan

#### PROTECTION PLAN

Premier

#### OUT-OF-POCKET MAXIMUM

CA\$0

#### LIABILITY COVERAGE

Up to CA\$2,000,000



**BOOKED ON**

Feb 10, 2025 1:55 PM

**RESERVATION ID #**

40972093

**VEHICLE**

Dodge Grand Caravan 2015

**HOST (CAR OWNER OR AUTHORIZED REPRESENTATIVE)**

ProLux Rentals .

**LICENSE PLATE**

CSK6033

**VIN**

2C4RDGBG7FR524694

**TRIP START**

Tue, Feb 18, 2025 5:00 PM

**TRIP END**

Thu, Feb 20, 2025 5:30 PM

**PICKUP LOCATION**

151 West Springs Road Southwest, Calgary, AB T3H 4P6

**RETURN LOCATION**

151 West Springs Road Southwest, Calgary, AB T3H 4P6

**PRIMARY DRIVER**

Krisztian Riez

**KILOMETERS INCLUDED FOR ENTIRE TRIP DURATION**

1500 km

The person or entity identified as "Host" and the person identified as "Guest" on the Trip Summary above were connected online through a website, mobile application, and/or associated services provided by Turo Inc. (collectively, the "Turo Services"). As part of connecting through the Turo Services, the Host and Guest agreed to be bound by the Turo Terms of Service (<https://turo.com/policies/terms>) and incorporated policies.

There is important information below that you should review and understand, regardless of whether you are a Guest or Host. The above Trip Summary and this Car Sharing Agreement are collectively referred to as the "Agreement" and relate to the Trip detailed in the Trip Summary.

**1. DEFINITIONS**

1.1 "Turo Approved Driver(s)" or "TAD(s)" means any individual in addition to Guest who is approved by Turo to operate the Vehicle and identified on the Trip Summary as APPROVED DRIVER(S).

1.2 "Extras" means but is not limited to optional child seats, global positioning systems, ski racks, toll transponders and/or other products and services selected by Guests.

1.3 "Guest" means the person, or entity identified on the Trip Summary as "GUEST".

1.4 "Host" for the purposes of this Agreement means "HOST" shown on the top of the Trip Summary.

1.5 "Reservation Period" means the period between the time Guest takes possession of the Vehicle until the Vehicle is returned or recovered and in either case, checked in by Guest.

1.6 "Vehicle" means the "VEHICLE" identified on the Trip Summary.

**2. TERMS**

2.1 **Ownership.** The Vehicle and any Extras are, by ownership, beneficial interest or lease, property of Host.

2.2 **Vehicle Condition/Warranty Exclusion.** Guest agrees Guest received the Vehicle and any Extras in good physical and mechanical condition, unless otherwise identified in Trip Photos. *Guest is taking possession of the Vehicle and any Extras "as-is" and has had an adequate opportunity to inspect the Vehicle and any Extras and their operation. Host excludes all warranties, both express and implied, with respect to the Vehicle and any Extras, including any implied warranty of merchantability or fitness for a particular purpose.* Guest agrees not to alter or tamper with the vehicle or any Extras. If Guest or TAD(s) determines the Vehicle or any Extra is unsafe, Guest or TAD(s) shall stop operating the Vehicle and any Extra and notify Host immediately.

2.3 **Personal property, including personal information and data.** Host is not responsible for any damage to, loss or theft of, any personal property of Guest or data contained therein, whether the damage or theft occurs during or after termination of the trip regardless of fault or negligence. No bailment is or shall be created upon Host, whether actual, constructive or otherwise, for any personal property carried in or left in the Vehicle or on Host's premises. Guest acknowledges that any personal data or information downloaded or transferred to the Vehicle may not be secure and may be accessible after the Reservation Period. Guest releases Host from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.

2.4 **Vehicle Return.** Guest agrees to return the Vehicle and any Extras to Host on or before return date to the address stated on the Trip Summary or on Host's demand and in the same condition as received, ordinary wear and tear excepted. Extensions to Reservation Period are at Host's option. If Guest or TAD(s) continue to operate the Vehicle after the right to do so is terminated, Host has the right to notify police that the Vehicle has been embezzled and/or stolen under the applicable motor vehicle statutes. Guest or TAD(s) hereby release and discharge Host from and indemnify, defend and hold Host harmless against any liability arising from such notice.

2.5 **Financial Responsibility is Primary.** As outlined in Turo's Terms of Service, with regard to physical damage to or theft of the Vehicle that occurs during the Reservation Period, Guest is financially responsible, regardless of who is

**found at fault.** This responsibility applies whether Guest has their own auto insurance or not. Guest will work with Turo to make a claim for coverage under any policy of insurance that applies to the loss if any damage occurs to the Vehicle during the Reservation Period. Any protection plan selected by Guest when booking a vehicle, to the extent offered, will not be available until all personal insurance options, protection and/or coverage have been exhausted. The foregoing does not apply if the protection plan purchased by the Guest is identified as "Premier" above.

**2.6 Telematics Notice and Release.** The Vehicle may have features or an on-board device that may monitor the state of the Vehicle from moment to moment, during the Reservation Period. The non-personal information collected by the features or on-board device may include, for example, the Vehicle's condition; damage and accident records; performance, operation and diagnostic data; and information on mileage, acceleration, velocity, fuel consumption, fuel level, tire pressure, odometer, location and direction, and other vehicle information ("Vehicle Data"). Use of the features or on-board device is subject to the terms and conditions posted by the vehicle manufacturer or technology provider, which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. Unless prohibited by law, Guest authorizes the use or disclosure of or access to the Vehicle Data and Guest shall inform any and all TAD(s) and passengers of the terms of this section. *Guest releases Host and agrees to indemnify, defend and hold harmless Host, operator of the features or on-board devices, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Guest, an TAD(s) and passengers) or property caused by failure of the features or on-board device to operate properly or otherwise arising from the use of the feature or on-board device by Guest, a TAD or Host.*

**2.7 Vehicle Information.** Host listed the Vehicle booked by Guest through the Turo Services. Host represents and warrants that the Vehicle meets Turo's requirements and that Host owns or otherwise has all the necessary rights and permissions to share the Vehicle for compensation.

**3. GENERAL.** In case any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The waiver by either party of any right under this Agreement or failure to perform or of a breach by the other party shall not be deemed a waiver of any other right under the Agreement or of any other breach or failure by such other party whether of a similar nature or otherwise. This Agreement cannot be altered by another document or oral agreement unless agreed to in writing or through the Turo Services. In the event of any conflict between the terms of this Agreement and the terms of the Turo Terms of Service, the Turo Terms of Service control.

PLD-PI-001(2)

SHORT TITLE: Riez v. Turo Inc.	CASE NUMBER:
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**CAUSE OF ACTION—General Negligence**

Page 11

(number)

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): Krisztian Mark Riez

alleges that defendant (name): Turo Inc., a Delaware corporation

☒ Does 1 to 20

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date): July 10, 2025

at (place): Calgary, Alberta, Canada

(description of reasons for liability):

Turo's Negligence Created a Public Health Emergency

Turo Inc. breached its duty of care by supplying a rental vehicle contaminated with fentanyl—a substance lethal in microgram quantities, as confirmed by an official government laboratory report. Despite being notified immediately, Turo failed to investigate or decontaminate the vehicle and instead relisted it for rent, knowingly exposing future renters—including families and children—to a deadly hazard. This reckless inaction transformed a preventable incident into a public health crisis, endangering not just the plaintiff, but the broader community.

**Catastrophic Harm to Individuals and the Public**

As a direct result of Turo's negligence, both the plaintiff and a witness passenger were wrongfully detained and suffered severe psychological trauma, including PTSD and depression. The consequences were devastating: the plaintiff lost an \$850,000 sponsorship, incurred substantial medical and therapy expenses, and continues to face reputational and financial harm. These damages are corroborated by sworn affidavits, medical assessments, and official correspondence. The exposure of even one contaminated vehicle demonstrates that any unsuspecting renter could face life-altering consequences, highlighting the urgent public health risk.

**Systemic Pattern and Demand for Accountability**

Regulatory complaints, media reports, and an ongoing Competition Bureau investigation reveal that Turo's failure was not an isolated event but part of a systemic pattern of ignoring safety complaints and consumer protection standards. Turo's conduct constitutes gross negligence, willful misconduct, and a flagrant disregard for public safety—violating California law and demanding immediate accountability. All allegations are supported by documentary evidence and witness testimony, available for production upon request.

In summary:

Turo's actions escalated a single safety failure into a public health crisis, putting every renter and their family at risk. This case is not just about individual harm—it is about corporate accountability for endangering the public.

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Krisztian Mark Riez Apt 404, 3810 43 ST, Calgary, AB Canada T3E 7T7  TELEPHONE NO.: 403 671 4587 FAX NO.: EMAIL ADDRESS: mindbloom@gmail.com ATTORNEY FOR (Name): Self-Represented		<b>FOR COURT USE ONLY</b>  <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> San Francisco County Superior Court  <div style="font-size: 1.2em;">JUL 11 2025</div> CLERK OF THE COURT BY:  Deputy Clerk <b>GERMAN PEREZ</b>	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO</b> STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse		CASE NAME: Krisztian Riez v. Turo Inc.	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded <i>W/FAK</i> exceeds \$35,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$35,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">CGC-25-627155</div>	
		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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint ( <i>not specified above</i> ) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition ( <i>not specified above</i> ) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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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

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: July 9, 2025  
 Krisztian Mark Riez

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

<b>NOTICE</b>	
<ul style="list-style-type: none"> <li>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.</li> <li>File this cover sheet in addition to any cover sheet required by local court rule.</li> <li>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.</li> <li>Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.</li> </ul>	
Page 1 of 2	



**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

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

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

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

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/  
Wrongful Death

Product Liability *(not asbestos or toxic/environmental)* (24)

Medical Malpractice (45)

Medical Malpractice—  
Physicians & Surgeons

Other Professional Health Care  
Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)

Intentional Infliction of  
Emotional Distress

Negligent Infliction of  
Emotional Distress

Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business  
Practice (07)

Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)

Defamation (e.g., slander, libel) (13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice  
Other Professional Malpractice  
*(not medical or legal)*

Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)

Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract *(not unlawful detainer or wrongful eviction)*

Contract/Warranty Breach—Seller

Plaintiff *(not fraud or negligence)*

Negligent Breach of Contract/  
Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open book accounts) (09)

Collection Case—Seller Plaintiff

Other Promissory Note/Collections Case

Insurance Coverage *(not provisionally complex)* (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

**Real Property**

Eminent Domain/Inverse

Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

Commercial (31)

Residential (32)

Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ—Administrative Mandamus

Writ—Mandamus on Limited Court

Case Matter

Writ—Other Limited Court Case Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal—Labor Commissioner  
Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

*(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)

Abstract of Judgment (Out of County)

Confession of Judgment *(non-domestic relations)*

Sister State Judgment

Administrative Agency Award  
*(not unpaid taxes)*

Petition/Certification of Entry of  
Judgment on Unpaid Taxes

Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)

Other Complaint *(not specified above)* (42)

Declaratory Relief Only

Injunctive Relief Only *(non-harassment)*

Mechanics Lien

Other Commercial Complaint

Case *(non-tort/non-complex)*

Other Civil Complaint

*(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate  
Governance (21)

Other Petition *(not specified above)* (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult Abuse

Election Contest

Petition for Name Change

Petition for Relief From Late Claim

Other Civil Petition

ATTORNEY OR PARTY WITHOUT ATTORNEY: Krisztian Riez Apt. 404, 3810 43 St, NW Calgary, Alberta T3E-727 Canada TELEPHONE NO.: 403/671-4587 FAX NO (Optional): EMAIL ADDRESS (Optional): mindbloome@gmail.com ATTORNEY FOR (Name): Plaintiff Pro Se		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of San Francisco  JUL 16 2025 CLERK OF THE COURT BY: <u>B-ys</u> BENJAMIN YUST Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister St. MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:		Case Number: CGC-25-627155
PLAINTIFF/PETITIONER: KRISZTIAN RIEZ DEFENDANT/RESPONDENT: TURO INC., et al.		Ref. No. or File No.
<b>PROOF OF SERVICE OF SUMMONS</b> <i>(Separate Proof of service is required for each party served.)</i>		

1. At the time of service I was at least 18 years of age and not a party to the action.
2. I served copies of
  - a. ☒ summons
  - b. ☒ complaint
  - c. ☐ Alternative Dispute Resolution (ADR) Package
  - d. ☐ Civil Case Cover Sheet (served in complex cases only)
  - e. ☐ cross-complaint
  - f. ☒ other (specify documents): Notice to Plaintiff; Voluntary Expedited Jury Trial Summary Information Sheet
3.
  - a. Party served: (specify name of party as shown on documents served):  
TURO INC. a Delaware corporation
  - b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substitute service was made) (specify name and relationship to the party named in item 3a):  
JESSIE GASTELUM AUTHORIZED 1505 EMPLOYEE OF REGISTERED AGENT CT CORPORATION SYSTEM
4. Address where party was served: CT Corporation  
330 N. Brand Blvd, Suite 700, Glendale, CA 91203
5. I served the party
  - a. ☒ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party 1) on (date): July 15, 2025 2) at (time): 11:55 AM
  - b. ☐ by substituted service. On \_\_\_\_\_ at \_\_\_\_\_ I left the documents listed in item 2 with or in the presence of: (name and relationship to person indicated in 3a):
  - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
  - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
  - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
  - (4) ☐ I thereafter mailed (by first-class mail, postage prepaid) copies of the documents to the person to be served at the place where the documents were left (Code Civ. Proc. 415.20). I mailed the documents on (date):  
from (city): \_\_\_\_\_ or ☐ a declaration of mailing is attached.
  - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: KRISZTIA IEZ	Case Number: CGC-25-627155
DEFENDANT/RESPONDENT: TURO INC., et al.	

- c. ☐ by mail and acknowledgement of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,  
 (1) on (date): (2) from (city):  
 (3) ☐ with two copies of the *Notice and Acknowledgement of Receipt* (form 982(a)(4)) and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgement of Receipt* (form 982(a)(4)).) Code Civ. Proc. 415.30.)  
 (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc. 415.40.)  
 d. ☐ by other means: (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the Summons) was completed as follows:

- a. ☐ as an individual defendant.  
 b. ☐ as the person sued under the fictitious name of (specify):  
 c. ☐ as occupant.  
 d. ☒ On behalf of (specify): TURO INC. a Delaware corporation  
 under the following Code of Civil Procedure section:  

<input checked="" type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock corporation)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
	<input type="checkbox"/> other:

7. Person who served papers

- a. Name: Gary Hansen  
 b. Address: Attorney Service of San Francisco  
 P.O. Box 460038  
 San Francisco, CA 94146  
 c. Telephone: 415/495-4221  
 d. The fee for service was \$ 100.00  
 e. I am

- (1) ☐ not a registered process server.  
 (2) ☐ exempt from registration under Business and Professions Code section 22350(b).  
 (3) ☒ a registered California process server:  
 i. ☒ Owner ☐ employee ☒ independent contractor.  
 ii. ☒ Registration Number: 21/2988  
 iii. ☒ County: San Francisco/Los Angeles

8. ☒ I declare under the laws of the State of California that the foregoing is true and correct.


or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: July 15, 2025

Gary Hansen

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

  
 (SIGNATURE)



## **NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: DEC 10, 2025**

**TIME: 10:30 am**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed and served twenty-five days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at <https://sf.courts.ca.gov> under Online Services.**

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

### **ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.**

(SEE LOCAL RULE 4)

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at <https://sf.courts.ca.gov/divisions/civil-division/alternative-dispute-resolution> or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

**Superior Court Alternative Dispute Resolution Administrator  
400 McAllister Street, Room 103-A  
San Francisco, CA 94102  
[adrcoordinator@sftc.org](mailto:adrcoordinator@sftc.org)**

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.



## **Superior Court of California, County of San Francisco**

### **Information Sheet**

### **Voluntary Expedited Jury Trial Summary**

The San Francisco Superior Court encourages the use of Voluntary Expedited Jury Trials ("EJTs") in appropriate cases. EJTs provide an excellent opportunity to resolve your client's case in an expeditious and inexpensive way. Voluntary EJTs are authorized by statute. CCP §§ 630.01.

EJTs can resolve your entire case or a single important case critical issue that, once adjudicated, can promote resolution of the entire case (for example: course and scope of employment, causation of an injury, whether a contract was formed, etc.) EJTs promote equal access to civil justice as they are less expensive, consume fewer courtroom days, provide flexibility throughout, encourage high/low agreements to limit risk, and feature streamlined pre-trial procedures.

These are highlights of an EJT (C.C.P. §§ 630.01 et seq. and Rules of Court 3.1549 - 3.1553):

- Parties encouraged to submit a joint jury questionnaire;
- 8 jurors (6 must agree);
- 3 peremptory challenges per side;
- 5-hour time limit per side unless agreed otherwise and approved;
- One to two court days completion unless agreed otherwise and approved;
- Option to present evidence by stipulation and objection;
- High/low arrangement option;
- Limited appeal (misconduct by judge or jury substantially affecting parties' rights or corruption, or bad faith.)

If the parties agree to the Voluntary EJT, they should file and serve the completed and signed (Proposed) Consent Order for Voluntary Expedited Jury Trial, Judicial Council Form EJT-020.

# **Exhibit B**



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 657-5448

For Office Use Only

**-FILED-**

File No.: BA20242033488

Date Filed: 11/19/2024

B3219-9110 11/25/2024 3:41 PM Received by California Secretary of State

Entity Details			
Corporation Name		TURO INC.	
Entity No.		3332689	
Formed In		DELAWARE	
Street Address of Principal Office of Corporation			
Principal Address		111 SUTTER STREET FL 12 SAN FRANCISCO, CA 94104	
Mailing Address of Corporation			
Mailing Address		111 SUTTER STREET FL 12 SAN FRANCISCO, CA 94104	
Attention			
Street Address of California Office of Corporation			
Street Address of California Office		None	
Officers			
Officer Name	Officer Address		Position(s)
Charles Fisher	111 SUTTER STREET FL 12 SAN FRANCISCO, CA 94104		Chief Financial Officer
Michelle Fang	111 SUTTER STREET FL 12 SAN FRANCISCO, CA 94104		Secretary
ANDRE HADDAD	111 SUTTER STREET FL 12 SAN FRANCISCO, CA 94104		Chief Executive Officer
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
None Entered			
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
California Registered Corporate Agent (1505)		C T CORPORATION SYSTEM Registered Corporate 1505 Agent	
Type of Business			
Type of Business		PEER TO PEER CAR SHARING PLATFORM	
Email Notifications			
Opt-in Email Notifications		Yes, I opt-in to receive entity notifications via email.	

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

*Francisco Silva*

Signature

*11/19/2024*

Date

**PROOF OF SERVICE**

I, the undersigned, hereby declare that I am over the age of 18 years and not a party to the above-captioned action; that my business address is 560 Mission Street, Suite 1900, San Francisco, CA 94105. On August 14, 2025, the following document(s) were served:

- **DEFENDANT TURO INC.'S NOTICE TO STATE COURT OF REMOVAL TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**

on the interested parties in this action addressed as follows:

Krisztian Mark Riez  
3810 SW 43 Street, Apt 404  
Calgary, AB T3E-7T7, Canada  
Email: [mindbloome@gmail.com](mailto:mindbloome@gmail.com)

☒ **(BY UNITED STATES MAIL)** I placed a true copy in a sealed envelope or package addressed to the persons as indicated above, on the above-mentioned date, and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited with the U.S. Postal Service in the ordinary course of business in a sealed envelope with postage fully prepaid. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing set forth in this declaration.

☒ **(BY ELECTRONIC MAIL)** I caused a true and correct scanned image (.PDF file) copy to be transmitted via the electronic mail transfer system in place at Holland & Knight, LLP, originating from the undersigned at 560 Mission Street, Suite 1900, San Francisco, CA 94105, to the address(es) indicated above.

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

Executed August 14, 2025, at New York, New York.

  
\_\_\_\_\_  
Reena Kaur