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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

GARY E. MASON,

Plaintiff,

v.

RAD POWER BIKES, INC. and RAD POWER
BIKES, LLC.

Defendants.

NO.: _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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1 Plaintiff Gary E. Mason, by and through his attorneys, brings this class action complaint
2 against Rad Power Bikes, Inc. and Rad Power Bikes, LLC (collectively “Rad” or “Defendants”),
3 on behalf of himself and all others similarly situated, and alleges, upon his personal knowledge
4 as to his own actions and upon information and belief as to all other matters, as follows:

5 **I. INTRODUCTION**

6 1. Consumers purchase bikes for varying reasons, but at a baseline, all bikes are
7 used for fast transportation. Bike manufacturers sell their bikes, knowing that consumers will use
8 their products to get from point A to point B, and that consumers will be traveling at fast speeds,
9 braking, and carrying cargo or passengers.

10 2. Should a bike manufacturer learn of any safety defects in their bikes, it is their
11 responsibility to immediately warn the public and provide a comprehensive remedy. This
12 mandate is even more crucial in the case of electric bikes, or “e-bikes,” because they are
13 designed to meet speeds of 20 miles per hour or more.

14 3. Rad manufacturers e-bikes, which are motor-powered bicycles that allow both
15 rider and motor to assist propulsion and can reach speeds of 20 miles per hour. In fact, Rad
16 manufactures defective e-bikes that put riders and passengers, including children, at serious risk
17 of high-speed crashes and lethal injury.

18 4. Specifically, the combination of Rad e-bikes’ heavy weight, bike fork design
19 with quick release skewers, and quick release parts results in a hazardous and patently unsafe
20 design on all Rad e-bikes (the “Defective e-bikes”). As a result of Defendants’ faulty design, the
21 heavier than usual weight of the e-bikes, and the fork design with quick release skewers (the
22 “Defect”), many riders, such as Plaintiff Gary Mason, have experienced catastrophic
23 malfunctions.

24 5. Rad e-bikes’ defective design causes the front wheel to disengage from the bike
25 frame while operating, resulting in increased instability or wobbling and even complete
26 dismantling of the bike. This defective design causes bike operators, like Mr. Mason, to be sent
27 flying over the handlebars or otherwise crash while biking at high speeds.

1 6. In recent years, e-bike popularity has soared. The *New York Times* reported that
2 “conservative forecasts” estimate electric bikes sales in the United States will “grow to nearly a
3 million by 2023, up from 650,000 this year.”¹

4 7. Defendants are at the forefront of this fast-rising industry.

5 8. Rad designs, manufactures, and sells e-bikes direct to consumers.

6 9. Since Rad was founded in 2007, it has grown to be widely considered the largest
7 e-bike seller in the United States.² As of September 2022, Rad total ridership was more than
8 500,000.³

9 10. By 2019, Rad had approached \$100 million in sales.⁴ In October 2021, Rad
10 announced a massive new funding round of \$154 million, bringing the staggering total
11 investment in the company to \$329 million since Rad’s inception.⁵

12 11. Despite their behemoth financial backing and increasing popularity, Defendants
13 have continued to develop and sell dangerous and improperly designed e-bikes that put riders
14 and passengers, including children, at significant risk of dangerous crashes.

15 12. Rad markets its e-bikes for use – among other things – by commuters, including
16 adolescents and children.

17 13. Indeed, most Rad e-bike models feature rear passenger “seats,” or advertise an
18 easy passenger seat addition.

19 14. Defective e-bikes put Rad riders and passengers, including children, at serious
20 risk of crash-related injuries and even death because their wheels and brakes can malfunction
21 when braking occurs.

23 ¹ Bradley Berman, *The Teenage Tinkerer Behind an E-Bike Revolution*, The New York Times (Aug. 6,
24 2020), available at <https://www.nytimes.com/2020/08/06/business/electric-ebikes-rad-power-bikes.html>
(last accessed Aug. 30, 2023).

25 ² *Id.*

26 ³ <https://www.radpowerbikes.com/> (last accessed Aug. 30, 2023).

27 ⁴ *Id.*

28 ⁵ <https://electrek.co/2021/10/28/rad-power-bikes-lands-giant-154m-investment-will-begin-north-american-e-bike-production/> (last accessed Aug. 30, 2023).

III. PARTIES

A. Plaintiff Gary E. Mason

20. Plaintiff Gary E. Mason is a resident of Bethesda, Maryland, who purchased the RadRunner Electric Utility Bike (“RadRunner”) in March of 2021. Mr. Mason purchased his RadRunner directly from Rad online.

21. On May 31, 2022, Mr. Mason was riding his RadRunner e-bike in Bethesda, Maryland to the grocery store. While riding his e-bike, Mr. Mason braked to avoid a turning car.

22. Upon braking, Mr. Mason was thrown over the handlebars – and saw the front wheel flying through the air. Mr. Mason landed on his back, resulting in five broken ribs and a broken clavicle.

23. Mr. Mason spent two nights in the trauma ward at Johns Hopkins Medicine - Suburban Hospital in Bethesda, Maryland. As a result of his severe injuries, Mr. Mason spent six weeks in rehabilitation and physical therapy.

24. Mr. Mason purchased his Defective e-bike because he believed the e-bike was safe and reliable. When shopping for his Defective e-bike, Mr. Mason researched and considered the reliability and quality of the model and manufacturer. Prior to purchasing his Defective e-bike, Mr. Mason heard, viewed, and/or read Rad marketing materials and advertisements including digital brochures and internet advertisements, which were disseminated from Washington, that touted the quality, reliability, and safety of Rad e-bikes.

25. At no point before Mr. Mason purchased his e-bike did Defendants disclose to him that his e-bike was not safe or dependable, or that it suffered from defects which can manifest in numerous ways such as becoming unsafe while braking, front wheel disengaging when in motion, and extreme instability.

26. Mr. Mason did not receive the benefit of his bargain. Mr. Mason purchased an e-bike that is of a lesser standard, grade, and quality than represented, and he did not receive an e-bike that met ordinary and reasonable consumer expectations regarding safe and reliable operation.

1 27. Had Defendants disclosed the Defect, Mr. Mason would not have purchased his
2 Defective e-bike.

3 28. Mr. Mason purchased his e-bike new, and it included the manufacturer's
4 warranty. Mr. Mason still owns his Defective e-bike, but no longer uses it following his accident.
5 At all times, Mr. Mason maintained his RadRunner in accordance with Rad's user manual and
6 best practices for road bikes.

7 **B. Defendants**

8 29. Defendant Rad Power Bikes, Inc. is a Delaware corporation with headquarters in
9 Seattle, Washington, that designs, manufactures, and sells e-bikes across North America. Rad
10 Power Bikes, Inc. sells e-bikes online to all 50 US states as well as internationally in Europe and
11 Canada.

12 30. Defendant Rad Power Bikes, LLC is a Washington limited liability company that,
13 upon information and belief, designs, manufactures, and sells e-bikes across North America
14 (together with Defendant Rad Power Bikes, Inc.). The Rad Defendants sell e-bikes online to all
15 50 US states as well as internationally in Europe and Canada.

16 **IV. SUBSTANTIVE ALLEGATIONS**

17 **A. The Dangerous Rise of e-bikes.**

18 31. The last decade has seen an incredible surge in the popularity of e-bikes, which
19 was further spurred by the COVID-19 pandemic. The Atlantic reports that "[t]he pandemic drove
20 a 240 percent surge in e-bike sales from 2020 to 2021," a likely result of the desire to avoid
21 public transportation or crowds.⁶

22 32. One website noted that "E-bike sales soared during the COVID-19 pandemic with
23 an increase of 145% from 2019 to 2020, outpacing traditional bicycle sales by more than
24 double."⁷

25 _____
26 ⁶ Ian Bogost, *The E-bike Is a Monstrosity*, The Atlantic (Aug. 22, 2022), available at
27 [https://www.theatlantic.com/technology/archive/2022/08/ebike-electric-bikes-climate-change-
28 exercise/671305/](https://www.theatlantic.com/technology/archive/2022/08/ebike-electric-bikes-climate-change-exercise/671305/) (last accessed Aug. 30, 2023).

⁷ <https://safer-america.com/how-to-keep-your-kid-or-teen-safe-on-an-e-bike/> (last accessed Aug. 30,
2023).

1 33. A study published in 2019 analyzed emergency department data from 2000 to
2 2017 by the United States Consumer Product Safety Commission's National Electronic Injury
3 Surveillance System (NEISS) and found that people riding e-bikes were more likely to suffer
4 internal injuries and be hospitalized compared to the other riders.⁸

5 34. Even in the Netherlands, "one of the safest countries to ride a bicycle due to a
6 preponderance of infrastructure designed to keep riders separated from other vehicle traffic," a
7 recent study found that e-bike riders are 1.6 times more likely than an ordinary bicyclist to end
8 up in the emergency room.⁹

9 35. Reports of severe injury and even death are on the rise. The U.S. Consumer
10 Product Safety Commission (CPSC) found a steady 70% rise in injuries on e-scooters, e-bikes,
11 and hoverboards from 2017 to 2020. The commission reported 71 fatalities across the country
12 over that period.¹⁰

13 36. In California, a 36-year-old woman riding an e-bike with two young children died
14 after she crashed and fell onto the rocks in September of 2021.¹¹ Shortly thereafter, the city of
15 Carlsbad, California declared a state of local emergency for bicycle and e-bike safety based on a
16 233% increase in accidents since 2019.¹²

17
18
19
20 ⁸ Vishwadha Chander, *E-bikes show distinct pattern of severe injuries*, Reuters (Dec. 25, 2019),
21 available at <https://www.reuters.com/article/us-health-ebike-injuries/e-bikes-show-distinct-pattern-of-severe-injuries-idUSKBN1YT0MV> (last accessed Aug. 30, 2023).

22 ⁹ <https://www.theverge.com/2022/4/13/23023361/e-bike-injuries-increased-risk-netherlands> (last
23 accessed Aug. 30, 2023).

24 ¹⁰ <https://www.cpsc.gov/Newsroom/News-Releases/2021/Injuries-Using-E-Scooters-E-Bikes-and-Hoverboards-Jump-70-During-the-Past-Four-Years> (last accessed Sept. 13, 2023); *See also* Noah
25 Goldberg, *A Pacific Palisades girl died in an electric bike crash. Her parents see greater danger*, The LA
26 Times (Aug. 5, 2022), available at <https://www.latimes.com/california/story/2022-08-05/e-bike-crash-death-daughter-manufacturer-to-blame-rad-power-bikes> (last accessed May 23, 2023).

27 ¹¹ <https://www.cbsnews.com/losangeles/news/woman-dies-2-children-hurt-in-e-bike-crash-on-san-juan-capistrano-trail/> (last accessed Aug. 30, 2023).

28 ¹² <https://www.kusi.com/carlsbad-declares-state-of-emergency-after-233-increase-in-bike-related-accidents/> (last accessed Aug. 30, 2023).

1 37. An emergency department physician interviewed in the aftermath of the
2 California woman’s death noted that e-bike injuries are on the rise, and that the injuries riders
3 sustain are similar to those of motorcycle accidents.¹³

4 38. In Hawaii, despite state-imposed regulations on e-bikes, deadly crashes continue
5 to increase. In December of 2021, a 53-year-old woman died after falling off her e-bike. In
6 February of 2022, two young boys (10-year-old and 12-year-old) were hit by a car while riding
7 an e-bike and left in serious condition. In March 2022, a 13-year-old boy died after veering into
8 oncoming traffic while riding an e-bike.¹⁴

9 39. In Utah, two nine-year-old boys were left in critical condition after being hit by an
10 SUV while riding an e-bike in July of 2022.¹⁵

11 40. These are examples of the hundreds, if not thousands, of e-bike riders who have
12 been injured by an incredibly dangerous, yet readily accessible product.

13 41. Rad further compounds an already dangerous product by designing,
14 manufacturing, and selling Defective e-bikes.

15 **B. Rad Power Bikes Quickly Became the Most Popular e-Bike Manufacturer in the**
16 **United States.**

17 42. Established in 2007, the original Rad e-bike was created as a means of
18 transportation for then-teenage founder Mike Radenbaugh to get to high school.¹⁶

19 43. By 2019, Rad had headquarters in Seattle, hundreds of employees, and funding
20 amounting to nearly \$100 million.¹⁷ Rad now has retail stores in Utrecht, Netherlands,
21 Vancouver, Canada, St. Petersburg, FL, Brooklyn, NY, Seattle, WA, Salt Lake City, UT,

22
23 ¹³ *Id.*

24 ¹⁴ <https://www.khon2.com/local-news/fatal-electric-bike-crash-raises-calls-for-regulations/> (last
25 accessed Aug. 30, 2023).

26 ¹⁵ <https://www.fox13now.com/news/local-news/2-children-riding-bikes-hit-by-suv-in-south-jordan>
27 (last accessed Aug. 30, 2023).

28 ¹⁶ Bradley Berman, *The Teenage Tinkerer Behind an E-Bike Revolution*, The New York Times (Aug.
6, 2020), <https://www.nytimes.com/2020/08/06/business/electric-ebikes-rad-power-bikes.html> (last
accessed Aug. 30, 2023).

¹⁷ *Id.*

1 Denver, CO, San Diego, CA, Huntington Beach, CA, and Berkley, CA. Rad is considered the
2 industry leader for e-bike sales in North America.

3 44. In October 2021, Rad announced a massive new funding round of \$154 million,
4 bringing the staggering total investment in the company to \$329 million since its inception.¹⁸

5 45. At the core of it all, Rad sells e-bike models which typically sell for somewhere
6 between \$1,000 and \$1,500. These bikes have a maximum speed of 20 mph. Rad’s website uses
7 the following illustration to show just how fast Rad e-bikes can go: “All of our bikes have a top
8 speed of 20 mph (25 km/h in the EU). To put that into perspective, the average bull in
9 Pamplona’s Running of the Bulls hits about 15 mph. We’re not saying that you should use our
10 bikes to outrun raging bovines through the streets of Spain, but the important thing is you
11 could.”¹⁹

12 46. Rad’s current e-bike models include: the RadCity (“built for pavement – tackle
13 errands, commute to work, and enjoy the outdoors on our award-winning ebike”); RadRover
14 (“Our flagship fat-tire electric bike comes with a 750-watt motor, throttle, and pedal assist to
15 take you on any adventure; big or small”); RadRunner (“The RadRunner isn’t just a passenger
16 utility electric bike – it’s a moped-style ebike that feels like a scooter and is sure to give you that
17 Rad grin.”); RadExpand (“Our RadExpand electric folding bikes fold in to travel, and fold out
18 for fun. RadExpand folding ebikes feature fat tires, accessory upgrades, and fit a range of rider
19 heights.”); RadWagon (“Our RadWagon electric cargo bike carries passengers and gear with
20 ease. Tackle hills and the town with its 350 lb. payload capacity, 750-watt motor, and 5 levels of
21 pedal assist.”); and the RadMission (“Affordability meets award-winning in our RadMission,
22 offering a lighter frame, single-speed motor, and the capability to get you where you need to
23 ride.”).²⁰

24
25 ¹⁸ <https://electrek.co/2021/10/28/rad-power-bikes-lands-giant-154m-investment-will-begin-north-american-e-bike-production/> (last accessed Aug. 30, 2023).

26 ¹⁹ <https://www.radpowerbikes.com/blogs/the-scenic-route/what-is-an-ebike> (last accessed Aug. 30,
27 2023).

28 ²⁰ <https://www.radpowerbikes.com/collections/electric-bikes> (last accessed Aug. 30, 2023).

1 **C. Rad Bikes are defectively designed because they use disc brakes in conjunction with**
2 **a quick-release front wheel, a known safety hazard.**

3 47. All Rad Bikes are designed with disc brakes and quick release “skewers,” or
4 quick release mechanisms on the front tire.²¹

5 48. Disc brakes sit at the center of each bike wheel and stop the bike by squeezing a
6 brake pad against a rotor mounted around the hub. Disc brakes are generally considered to be
7 more powerful brakes than traditional rim brakes.



19 *Disc Brakes.*²²

20 49. Quick release “skewers,” or quick release axles, allow you to remove the wheel
21 of your bicycle without the use of a tool.

22 50. Quick Release skewers consist of a rod threaded on one end and with a lever
23 operated cam assembly on the other.
24
25

26 ²¹ <https://radpowerbikes.zendesk.com/hc/en-us/articles/360004151454-Front-Wheel-Removal-Guide>
27 (last accessed Aug. 30, 2023).

28 ²² <https://www.cpsc.gov/Recalls/2015/Thirteen-Manufacturers-Distributors-Recall-Bicycles-with-Front-Disc-Brakes-to-Replace-Quick-Release-Lever> (last accessed Aug. 30, 2023).

1 51. The rod is inserted into the hollow axle of the wheel, and the lever is closed to
2 tighten the cam and secure the wheel to the fork.

3 52. These mechanisms are used to easily transport a bike by taking off the wheels and
4 fitting the bike inside a car or an enclosed space.

5 53. Rad’s website claims that the quick release wheel “helps make maintenance
6 easier.”²³

7 54. Despite the fact that Rad e-bikes are far heavier than manual road bikes (for
8 example, the RadRunner Plus weighs 77 pounds) and thus not likely to be transported in a
9 manner requiring wheels to come off, Rad designs, manufactures, and sells all e-bikes with
10 quick-release skewers.



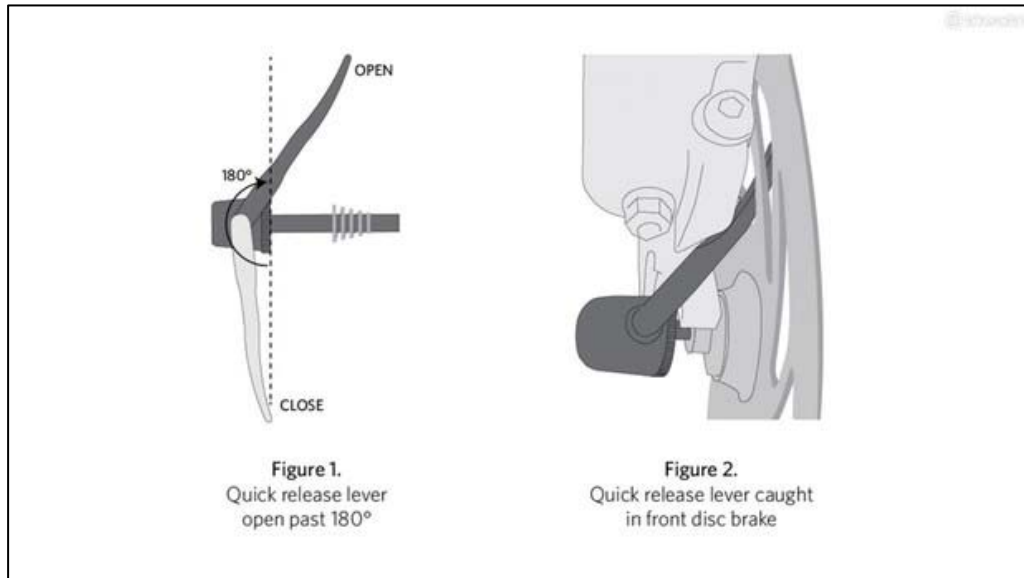
20 *Rad’s “Front Wheel Removal Guide” features the quick release skewer.*²⁴

21 55. In 2015, the CPSC issued a recall on “Bicycles equipped with front disc brakes
22 and quick release levers.” The hazard was described as “[a]n open quick release lever on the
23 bicycle’s front wheel hub can come into contact with the front disc brake rotor causing the front
24

25
26
27 ²³ *Supra*, <https://radpowerbikes.zendesk.com/hc/en-us/articles/360004151454-Front-Wheel-Removal-Guide>.

28 ²⁴ *Id.*

1 wheel to come to a sudden stop or separate from the bicycle, posing a risk of injury to the
 2 rider.”²⁵



12 ***Quick release lever and disc brake recall 2015.***²⁶

13
14 56. Since 2015, more than 2.5 million bikes in the U.S. have been included in the
15 recall.

16 57. The solution to the 2015 disc-brakes recall, which was generally adopted by the
17 biking industry, required manufactures to provide a replacement quick release skewer with a
18 release lever greater than 180 degrees.²⁷

19 58. Still, reports of Rad e-bike crashes describe riders flying over the handles in a
20 manner that rings similar to defects and injuries that led to the 2015 disc-brakes recall.

21 59. Despite knowing about the longstanding industry-wide consensus that disc brakes
22 in conjunction with quick release skewers are dangerous, Defendants continue to design,
23 manufacture, and sell e-bikes that include this hazardous design.

24
25 ²⁵ *Supra*, <https://www.cpsc.gov/Recalls/2015/Thirteen-Manufacturers-Distributors-Recall-Bicycles-with-Front-Disc-Brakes-to-Replace-Quick-Release-Lever>.

26 ²⁶ https://trek.scene7.com/is/content/TrekBicycleProducts/Asset%20Library/website-support-assets/safet-and-recalls/15TK_QRRecall_WebNotice_USEN.pdf (last accessed Aug. 30, 2023).

27 ²⁷ <https://www.bicycleretailer.com/recalls/2015/04/21/trek-issues-recall-qr-disc-brake-bikes#.Y21-dHbMKUk> (last accessed Aug. 30, 2023).

1 60. Defendants’ front fork design also causes front wheels to simply lift off from the
2 bike frame – a separate defect that compounds the problems and safety issues with Rad e-bikes.

3 61. Indeed, one article noted that “[f]ront fork failure on an electric bike can be fatal
4 and is one of the biggest concerns for those who are contemplating whether or not to hop on an
5 electric bike.”²⁸

6 62. ***“A failed front fork will result in the rider flying over the handlebars headfirst.
7 As you can imagine, this can easily result in a fatal accident or one with plenty of major
8 injuries.”***²⁹

9 63. As a result of Defendants’ faulty design, the heavier than usual weight of e-bikes,
10 and the fork design with quick release skewers (the “Defects”), many riders, such as Mr. Mason,
11 have experienced the front wheel flying off the bike while in motion.

12 64. Upon information and belief, the Defects result in a hazardous and patently unsafe
13 design. This faulty design means that riders, such as Mr. Mason, are at great risk of their Rad e-
14 bike dismantling while in motion when the front wheel becomes loose.

15 65. Plaintiff Mason is not the only Rad rider to experience a catastrophic crash. The
16 internet is rife with similar horror stories of Rad e-bike wheels flying off and causing crashes.

17 66. Here are some examples other reported crashes online:

18 **User “Joseph,” May 08, 2022**

19 “The front skewer snapped on my brand new Rad Expand 5 causing
20 the front wheel to come off making me crash when I was riding
21 down hill today! Before registering for this forum I read that a few
22 others have had this experience! I[]m home hurting after rolling
three times, but thankful that I didn[]t break any bones! I will be
contacting RAD Power bikes in the morning!”³⁰

26 ²⁸ <https://bicycle2work.com/are-electric-bikes-dangerous-to-ride/> (last accessed Aug. 30, 2023).

27 ²⁹ *Id.* (emphasis added).

28 ³⁰ <https://www.radowners.com/index.php?topic=2138.0> (last accessed Aug. 30, 2023).

Reddit User “u/SweetTaterette” posted August 2022

“Our son’s RadRunner e-bike front wheel fell off while he was riding it. He was luckily unharmed but I just saw a LA Times article that mentions another incident of this. Is this common in e-bikes???”³¹

Reddit User “tsalizz” posted August 2022

“If you Google “rad power bikes front wheel fell off” there are WAY too many results for this kind of thing. If there’s a way to install the quick release correctly so this doesn’t happen, it’s obviously way too easy to do it incorrectly compared to other bikes. There’s too many bikes out there with quick releases that don’t have any kind of issues. Something is up here.”³²

User “megsallans” posted July 23, 2021

“Has anyone else had this happen? I was riding my RadRunner Plus yesterday (I’ve owned it since June and have about 200 miles on it) and I was coming down a hill, no power being used, and my tire literally just fell off! I’ve sustained multiple injuries and broke my helmet, as the impact was so hard. I’m not sure if this is a manufacturing issue or an assembly issue? My brother, who is in the ebike business, encouraged me to get ALEOED 2 pcs bicycle hub safety washers, but if I need these why does the bike not come with them? Hoping to get some answers, as now I’m scared that this will happen again.”³³

User “DocMartin” posted October 07, 2021

“This happened to me recently. I was riding downhill on a paved street and a dip in the road caused the front fork to lift right off the wheel. I’m still in recovery after suffering broken bones in my right foot and a lacerated heel. I had to have screws and a plate installed in my foot and still can’t walk over two months later. The hard fork is not safe without some kind of safety mechanism on the quick release. I contacted Rad Power Bikes to order a front suspension fork from the Rad Runner Plus but they told me it’s not compatible with the Rad Runner. I’m not sure why it wouldn’t be compatible based on the photos.”³⁴

³¹

https://www.reddit.com/r/ebikes/comments/wij8ad/our_sons_radrunner_ebike_front_wheel_fell_off/ (last accessed Aug. 30, 2023).

³² https://www.reddit.com/r/ebikes/comments/wij8ad/comment/ijbyfck/?utm_source=reddit&utm_medium=web2x&context=3 (last accessed Aug. 30, 2023).

³³ <https://www.radowners.com/index.php?topic=1195.0> (last accessed Aug. 30, 2023).

³⁴ *Id.*

1 User “woodyferrell” posted May 1, 2022

2 “I have a RadCity 5 Plus. I noticed today when riding down hill the bike
3 started to wobble. I checked all the wheels nuts and all were tight. When
4 I get off the bike and shake the bike from left to right vigorously it seems
5 very loose. Any theories or comments?”³⁵

6 User “Dlennard” posted on October 9, 2022

7 “Hi all, I’ve just taken delivery of my radcity 5 plus step through. At slow
8 speed I definitely have a shimmy through the entire bike. The headset
9 and stem are tight as is the front axle. Tyre pressures front and rear about
10 60. I have a front rack and a yep child seat on the rack. If I hold the front
11 wheel between my knees and slightly shake the bars while facing the bike
12 I do get a resonant wobble through the entire bike. Likewise at low
13 speeds below 5 mph I get a wobble which means slow speed handling
14 becomes very dangerous. I’m beginning to think that this is the bike
15 geometry and construction at fault.”³⁶

16 67. Each of these incidents is a mere snapshot of the increasingly dangerous rise of
17 Rad e-bikes. Unbeknownst to the average consumer, Rad has placed inherently deficient and
18 dangerous products into the stream of commerce.

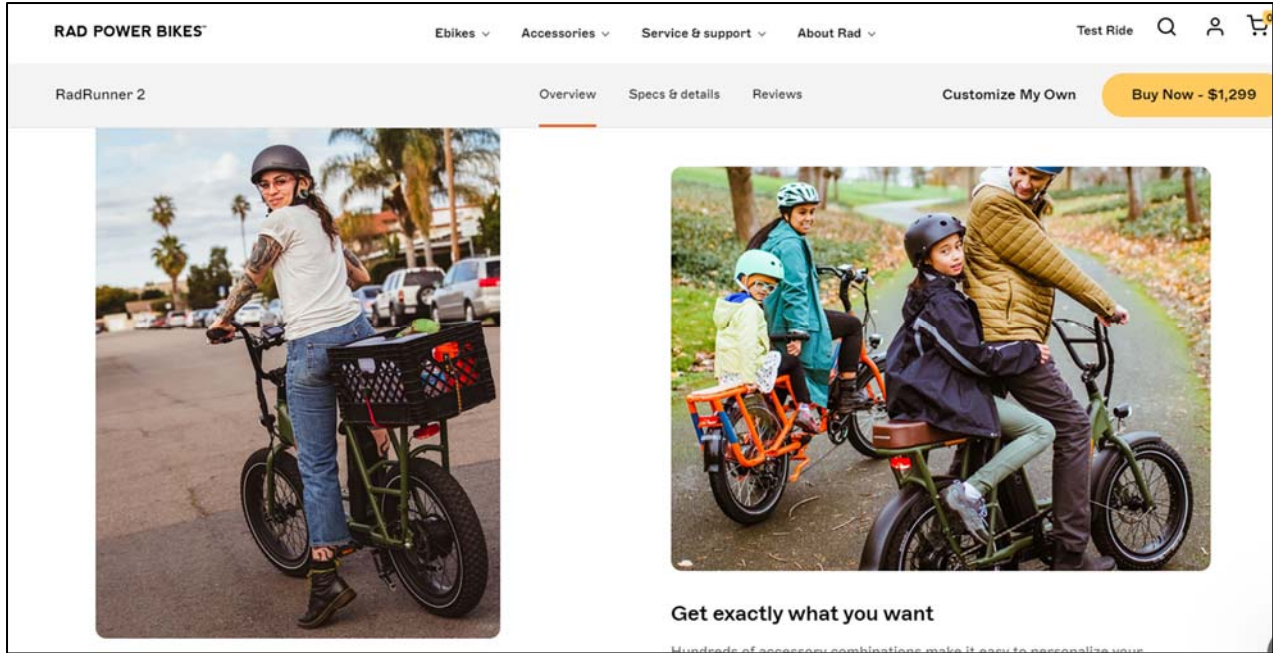
19 **D. Despite knowing the dangerous nature of e-bikes and Rad’s Defective e-bike
20 designs, Rad continuously markets its Defective e-bikes as a safe, family-friendly
21 mode of transportation.**

22 68. Most alarming of all, Rad continues to market Defective e-bikes as safe, family-
23 friendly transportation.

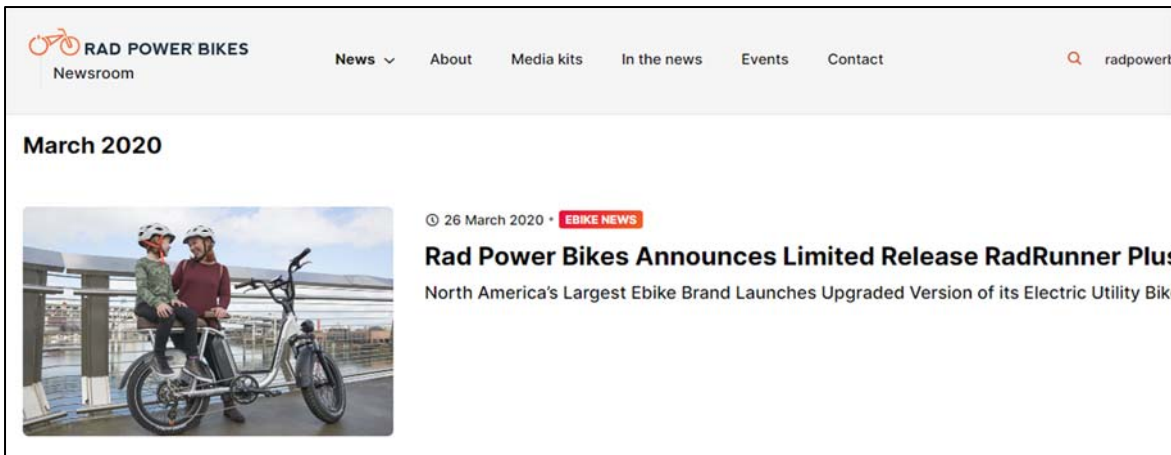
24 69. Rad goes so far as to advertise Defective e-bikes with children on the back,
25 encouraging parents to use dangerous and Defective e-bikes with their children riding as
26 passengers.

27 ³⁵ <https://www.radowners.com/index.php?topic=2106.0> (last accessed May 23, 2023).

28 ³⁶ *Id.*



Rad's website advertising Defective e-bikes with child passengers.³⁷



Rad's website advertising Defective e-bikes with child passengers.³⁸

70. Rad knowingly designs, manufactures, and sells dangerous and defective e-bikes that are used by children and adolescents. Indeed, Rad e-bikes were created by a teenager for the purpose of transportation to high school.

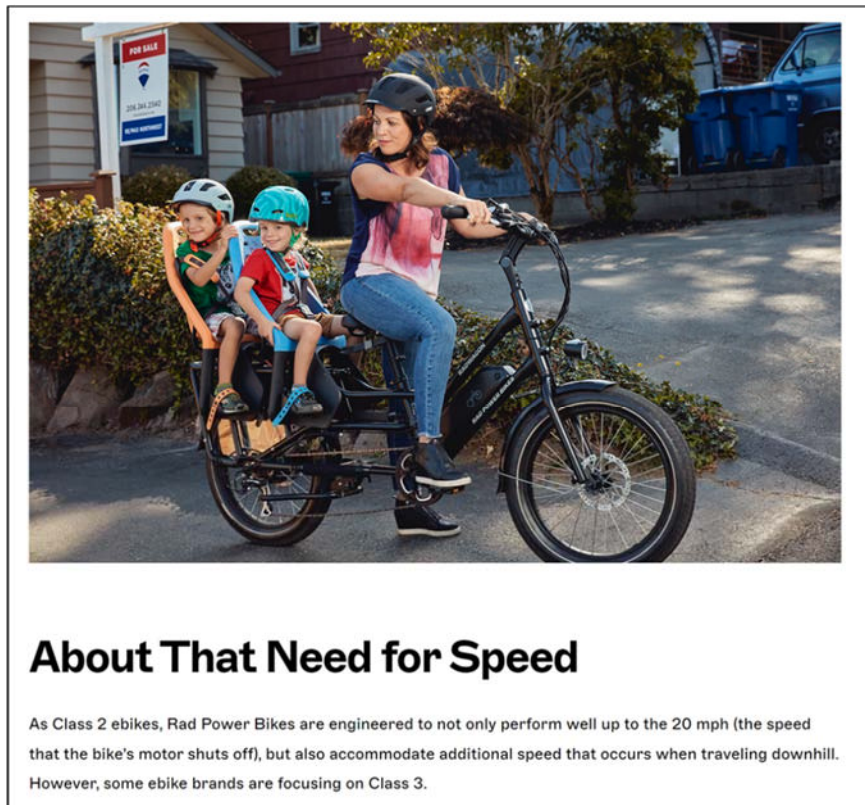
³⁷ Available at <https://www.radpowerbikes.com/collections/radrunner-electric-utility-bikes/products/radrunner-electric-utility-bike> (last accessed Aug. 30, 2023).

³⁸ Available at https://press.radpowerbikes.com/archive/press_releases/?page=2 (last accessed Aug. 30, 2023).

1 71. Rad knowingly designs, manufactures, and sells its Defective e-bikes, the danger
2 of which is compounded when used by children and adolescent riders or when carrying young
3 passengers.

4 72. While Rad’s website includes a disclaimer (“You must be 16 or older to operate a
5 Rad Power Bikes ebike”), it also depicts young children riding its e-bikes, and acknowledges that
6 “Children under the age of 16 may lack the necessary judgment and skill to safely operate the
7 ebike.”³⁹

8 73. For example, the below post authored by Rad advertises a parent and two children
9 as passengers, while noting that “[a]s Class 2 ebikes, Rad Power Bikes are engineered to not only
10 perform well up to the 20 mph (the speed that the bike’s motor shuts off), *but also accommodate*
11 *additional speed that occurs when traveling downhill.*”⁴⁰



26 ³⁹ <https://www.radpowerbikes.com/blogs/the-scenic-route/what-is-an-ebike> (last accessed Aug. 30,
27 2023).

28 ⁴⁰ Available at <https://www.radpowerbikes.com/blogs/the-scenic-route/what-is-a-class-2-electric-bike-we-explain-ebike-class-differences> (last accessed Aug. 30, 2023) (emphasis added).

1 Rad even goes so far as to advertise “the Rad Family Life” on their website.⁴¹



27
28

⁴¹ Available at <https://www.radpowerbikes.com/blogs/the-scenic-route/rad-family-ebike-life> (last accessed Aug. 30, 2023).

1 74. A recent post on e-bike safety and children posted by the Children’s Hospital of
2 Orange County (CHOC) notes that “[i]t’s important to remember that just because there are no
3 current age restrictions for class one and class two e-bikes, it doesn’t mean that e-bikes are
4 appropriate for children of all ages.”⁴²

5 75. The post further notes that “[m]ost of the patients treated at CHOC for e-bike
6 injuries were between the ages of 14 and 16 years. However, *CHOC has also treated children as*
7 *young as 2 years for injuries caused by riding on an e-bike with an adult* [...]”⁴³

8 76. Providence Mission Hospital Mission Viejo, a hospital in California, reported in
9 December of 2021 that their hospital had seen a major increase in the number of kids who ended
10 up in the emergency room after riding an e-bike. At the end of 2021, there had been at least 38
11 kids, up from six kids in 2020.⁴⁴

12 77. As Rad is well aware, the company has recently received increased scrutiny
13 following the death of Molly Steinsapir, a 12-year-old girl who was riding a Rad e-bike with her
14 friend when the bike began wobbling uncontrollably.⁴⁵

15 78. Specifically, the two girls started down a hill while riding tandem on a RadRunner
16 e-bike when the bike began to shake and wobble, causing the bike to crash. The two girls were
17 thrown from the bike to the hard concrete road. Molly was knocked unconscious and spent two
18 weeks fighting for her life at UCLA medical center before passing away.⁴⁶

19 79. Molly’s parents filed a wrongful death suit, further claiming that Rad’s dangerous
20 e-bikes are defective and lead to Molly’s tragic passing.⁴⁷

21 ⁴² <https://health.choc.org/are-electric-bikes-e-bikes-safe-for-kids-how-to-prevent-injuries/> (last
22 accessed Aug. 30, 2023).

23 ⁴³ *Id.*

24 ⁴⁴ <https://spectrumnews1.com/ca/la-west/public-safety/2021/12/16/oc-hospital-says-e-bike-related-er-visits-have-increased> (last accessed Aug. 30, 2023).

25 ⁴⁵ <https://www.nytimes.com/2022/08/01/style/team-molly-rad-power-bikes-lawsuit.html?smid=url-share> (last accessed Aug. 30, 2023).

26 ⁴⁶ *Id.*

27 ⁴⁷ <https://unicourt.com/case/ca-la23-kaye-steinsapir-an-individual-and-successor-in-interest-to-decedent-molly-steinsapir-et-al-vs-rad-power-bikes-inc-a-delaware-corporation-et-al-884050> (last
28 accessed Aug. 30, 2023).

1 80. Rad continues to ignore the issue by refusing to issue a recall or provide a global
2 fix. Unfortunately, it is only a matter of time until another child is seriously injured or even
3 killed as a result of Defendants’ Defective e-bikes.

4 81. Rad has actual knowledge that their Defective e-bikes put their riders and
5 passengers, including children, at increased risk of serious accident, and even death. Still, Rad
6 continues to market and advertise their Defective e-bikes as safe for kids and families.

7 **V. TOLLING OF STATUTES OF LIMITATIONS**

8 82. Any applicable statute(s) of limitations have been tolled by Rad’s knowing and
9 active concealment and denial of the facts alleged herein. Plaintiff and the members of the Class
10 could not have reasonably discovered the true nature of the Defective e-bikes because
11 Defendants concealed it. Plaintiff’s claims were thus tolled pursuant to the discovery rule, for
12 fraudulent concealment, and for estoppel.

13 **A. Discovery Rule**

14 83. The causes of action alleged herein did not accrue until Plaintiff and Class
15 members discovered that their e-bikes had a widespread defect.

16 84. As alleged above, Class members had no way of knowing about the Defective e-
17 bikes. Defendants concealed their knowledge of the Defective e-bikes while they continued to
18 market and sell the Defective e-bikes as safe, high-quality, and reliable e-bikes. To this day, Rad
19 fails to disclose the full extent of the Defect.

20 85. Within any applicable statutes of limitation, Class members could not have
21 discovered through the exercise of reasonable diligence that Defendants were concealing the
22 conduct complained of herein and misrepresenting the true qualities of the Defective e-bikes.
23 Class members acted reasonably and diligently in attempting to find the source of the Defect.

24 86. Until the Defect manifested, Class members did not know facts that would have
25 caused a reasonable person to suspect that there was a Defect affecting their e-bikes and an
26 ordinary person would be unable to appreciate that the e-bike was defective. Indeed, Rad has
27 refused to issue a recall or provide a global fix.

1 87. For these reasons, all applicable statutes of limitation have been tolled by
2 operation of the discovery rule with respect to the claims in this litigation.

3 **B. Fraudulent Concealment**

4 88. As the manufacturers, distributors, sellers, and/or warrantors of the Defective e-
5 bikes, Rad was under a continuous duty to disclose to Class members the existence of the Defect
6 found in the Defective e-bikes.

7 89. Rad was and remains under a continuing duty to disclose to Plaintiff and the
8 members of the Class the true character, quality, and nature of the Defective e-bikes.

9 90. Rad recklessly disregarded the true nature, quality, and character of the Defective
10 e-bikes, by failing to fully disclose the existence of the Defect or recall Defective e-bikes.

11 91. Due to Defendants' concealment throughout the time period relevant to this
12 action, all applicable statutes of limitation have been tolled.

13 92. Instead of publicly disclosing the Defect in the Defective e-bikes, Defendants kept
14 owners in the dark about the Defect present in the Defective e-bikes, which creates unreasonable
15 safety risks to e-bike users. To this day, Defendants have knowingly or recklessly failed to
16 disclose the full extent of the Defect and have failed to offer adequate remedies for the Defect.

17 93. Absent manifestation of the Defect, Class members were not at fault for failing to
18 discover the existence of the Defect present in their Defective e-bikes.

19 94. Until the Defect manifested in his Defective e-bike, Plaintiff had no actual or
20 presumptive knowledge of facts sufficient to put them on inquiry notice of the existence of the
21 Defect.

22 **C. Estoppel**

23 95. Rad was, and is, under a continuous duty to disclose to Plaintiff and Class
24 members the true character, quality, and nature of the Defective e-bikes.

25 96. Rad failed to disclose the existence of the Defect and actively concealed the true
26 character, quality, and nature of the Defective e-bikes while knowingly making representations
27 about the safety, quality, and reliability of the Defective e-bikes. Plaintiff and Class members
28 reasonably relied upon Rad's knowing and affirmative representations and/or active concealment

1 of these facts. Based on the foregoing, Rad is estopped from relying on any statutes of limitation
2 in defense of this action.

3 **VI. WASHINGTON LAW APPLIES TO NATIONWIDE CLAIMS**

4 97. It is appropriate to apply Washington law to the nationwide claims because
5 Washington's interest in this litigation exceeds that of any other state.

6 98. Defendants are headquartered in Seattle, Washington and are the primary entities
7 in the United States responsible for distributing, selling, leasing, and warranting Defective e-
8 bikes.

9 99. Defendants maintain their customer relations, engineering, marketing, and
10 warranty departments at their corporate headquarters in this judicial district. Defendants'
11 customer relations department is responsible for fielding customer complaints and monitoring
12 customer complaints posted to their respective websites or third-party websites.

13 100. Defendants' warranty and engineering departments are both responsible for the
14 decisions to conceal the Defect from Class members.

15 101. Based on the foregoing, such policies, practices, acts, and omissions giving rise to
16 this action were developed in, and emanated from, Defendants' headquarters in this judicial
17 district.

18 102. As detailed above, Defendants knew or should have known about the Defect
19 through the activities of their divisions and affiliated entities located within Washington.
20 Accordingly, the state of Washington has the most significant relationship to this litigation and
21 its law should govern.

22 **VII. CLASS ALLEGATIONS**

23 103. Plaintiff brings this action on his own behalf, and on behalf of a nationwide class
24 pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3).

25 104. All persons or entities in the United States who purchased or own an e-bike
26 manufactured by Rad Power Bikes Inc. or Rad Power Bikes, LLC with disc brakes and/or a
27 quick release axle mechanism on the front wheel (the "Nationwide Class").

28 105. The Nationwide Class is referred to herein as "the Class."

1 106. Excluded from the Class are Defendants, their affiliates, employees, officers and
2 directors, persons or entities that purchased the Rad e-bikes for resale, and the Judge(s) assigned
3 to this case. Plaintiff reserves the right to modify, change, or expand the Class definitions based
4 on discovery and further investigation.

5 107. Numerosity: Upon information and belief, the Class is so numerous that joinder of
6 all members is impracticable. While the exact number and identities of individual members of
7 the Class are unknown at this time, such information being in the sole possession of Defendants
8 and obtainable by Plaintiff only through the discovery process, Plaintiff believes, and on that
9 basis alleges, that at least hundreds of thousands of Rad e-bikes have been sold in the United
10 States.

11 108. Existence and Predominance of Common Questions of Fact and Law: Common
12 questions of law and fact exist as to all members of the Class. These questions predominate over
13 the questions affecting individual Class members. These common legal and factual questions
14 include, but are not limited to:

- 15 a. Whether Defendants engaged in the conduct alleged herein;
- 16 b. Whether Defendants designed, advertised, marketed, distributed, leased,
17 sold, or otherwise placed the Defective e-bikes into the stream of commerce
18 in the United States;
- 19 c. Whether the Rad e-bikes were sold with the safety defects;
- 20 d. Whether Defendants knew of the Defective e-bike problems but failed to
21 disclose the problems and their consequences to their customers;
- 22 e. When Defendants discovered the defects in the Rad e-bikes, and what, if
23 anything, they did in response;
- 24 f. Whether Defendants should be required to disclose the existence of the
25 Defective e-bike design;
- 26 g. Whether Defendants are strictly liable for manufacturing defective e-bikes
27 and whether their actions violate express and implied warranties;
- 28 h. Whether Plaintiff and Class members overpaid for their Rad e-bikes; and
- i. Whether Plaintiff and Class members experienced out-of-pocket losses as a
 result of the Defective e-bikes, and if so, how much.

1 109. Typicality: Plaintiff's claims are typical of the claims of the Class because
2 Plaintiff purchased a Rad e-bike with the same defects as did each member of the Class.
3 Furthermore, Plaintiff and all members of the Class sustained monetary and economic injuries
4 including, but not limited to, ascertainable losses arising out of Defendants' wrongful conduct.
5 Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent Class
6 members.

7 110. Adequacy: Plaintiff is an adequate representative because his interests do not
8 conflict with the interests of the Class that he seeks to represent, he has retained counsel
9 competent and highly experienced in complex class action litigation, and they intend to prosecute
10 this action vigorously. The interests of the Class will be fairly and adequately protected by
11 Plaintiff and their counsel.

12 111. Superiority: A class action is superior to all other available means of fair and
13 efficient adjudication of the claims of Plaintiff and members of the Class. The injury suffered by
14 each individual Class member is relatively small in comparison to the burden and expense of
15 individual prosecution of the complex and extensive litigation necessitated by Defendants'
16 conduct. It would be virtually impossible for members of the Class individually to redress
17 effectively the wrongs done to them. Even if the members of the Class could afford such
18 individual litigation, the court system could not. Individualized litigation presents a potential for
19 inconsistent or contradictory judgments. Individualized litigation increases the delay and expense
20 to all parties, and to the court system, presented by the complex legal and factual issues of the
21 case. By contrast, the class action device presents far fewer management difficulties, and
22 provides the benefits of single adjudication, an economy of scale, and comprehensive
23 supervision by a single court. Upon information and belief, members of the Class can be readily
24 identified and notified based on, *inter alia*, Defendants' sales records.

25 112. Defendants have acted, and refused to act, on grounds generally applicable to the
26 Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

VIII. CAUSES OF ACTION

FIRST CAUSE OF ACTION

**STRICT LIABILITY – WASHINGTON PRODUCTS LIABILITY ACT
(RCW 7.72.030(2)(a))**

On Behalf of the Nationwide Class

113. Plaintiff realleges and incorporates by reference all preceding allegations as though set forth fully herein.

114. Plaintiff brings this claim on behalf of himself and the Nationwide Class under the laws of Washington, where Defendants designed and manufactured Defective e-bikes.

115. Defendants are each a “manufacturer” and “product seller” as defined by RCW 7.72.010.

116. At all material times, Defendants were in the business of designing, manufacturing, selling, and marketing the Defective e-bike that injured Plaintiff. Rad’s e-bikes are defective and/or unreasonably dangerous under RCW 7.72.030, and such defects in the design, manufacturing, and sales were a proximate and producing cause of the injuries sustained by Plaintiff.

117. The Defective e-bikes and their components were not reasonably safe in construction because when they left Defendants’ control, they deviated in some material way from the manufacturing design specifications or performance standards.

118. At all times material herein, and at the time the Defective e-bikes were placed into the stream of commerce, Defendants knew, or should have known, that Defective e-bikes were to be purchased and/or rented or used without inspection for defects by members of the general public such as children.

119. At all times material herein, and at the time the Defective e-bikes were placed into the stream of commerce, the Defective e-bikes were unsafe to an extent beyond that which would be contemplated by the ordinary consumer.

120. At all times material herein, the e-bikes left the possession of Defendants, who knew they were unsafe for their intended and foreseeable use because of defects in the manufacture, design, assembly, testing, inspection, packaging, labeling, fabrication, construction,

1 analysis, instruction, distribution, supply, servicing, merchandising, recommendation,
2 advertising, promotion, marketing, sale, and rent so that they could not safely serve their
3 intended or expected purpose, but would instead expose the rider or passenger to serious injury.

4 Such defects and hazards of the Defective e-bikes include, but are not limited to the following:

- 5 a. The Rad e-bikes were defectively designed and manufactured to include
6 disc brakes and a quick release skewer on the front wheel;
- 7 b. The Rad e-bikes were advertised, promoted, and/or marketed toward
8 children despite knowing that minor riders lacked judgment and skill to
9 safely operate the e-bike; and
- 10 c. The Rad e-bikes were promoted, and/or marketed for use by riders and
11 passengers on the rear seat, including for children as rear seat passengers,
12 while the rear seat was unsafe for use by passengers including children.

11 121. All Rad e-bikes are defective and/or unreasonably dangerous and were the
12 producing and proximate cause for the injuries sustained by Plaintiff and the Class.

13 122. On information and belief, all Defective e-bikes were designed, manufactured,
14 marketed, assembled, distributed, sold, supplied and/or placed into the stream of the commerce
15 by Defendants.

16 123. Because of the Defective e-bikes, Plaintiff has sustained injuries and medical
17 expenses. He has also experienced pain and suffering and serious emotional distress.

18 **SECOND CAUSE OF ACTION**

19 **BREACH OF IMPLIED WARRANTY – WASHINGTON PRODUCTS LIABILITY ACT**
20 **(RCW 7.72.030(2)(c))**
21 ***On Behalf of the Nationwide Class***

21 124. Plaintiff incorporates by reference each preceding and succeeding paragraph as
22 though fully set forth at length herein.

23 125. Plaintiff brings this claim on behalf of himself and the Nationwide Class under
24 the laws of Washington, where Defendants designed and manufactured Defective e-bikes.

25 126. Defendants are “manufacturers” and “product sellers” as defined by RCW
26 7.72.010.

1 127. A warranty that the Defective e-bikes were in merchantable condition was
2 implied by law, and the Defective e-bikes were bought and sold subject to an implied warranty
3 of merchantability.

4 128. By placing the Defective e-bikes in the stream of commerce, Defendants
5 impliedly warranted that the Defective e-bikes are safe, and that all claims in their advertising
6 and marketing of the Defective e-bikes were true.

7 129. The Defective e-bikes did not comply with the implied warranty of
8 merchantability because, at the time of sale or lease and at all times thereafter, the Defective e-
9 bikes were defective and not in merchantable condition, would not pass without objection in the
10 trade, and were not fit for the ordinary purpose for which e-bikes were used. Specifically, the
11 Defective e-bikes suffer from various design defects which cause the Defective e-bikes to make
12 sudden, unsafe stops that can result in a person flying over the handlebars or falling as the front
13 wheel releases from the bike.

14 130. Plaintiff and Class members suffered injuries due to the defective nature of the
15 Defective e-bikes and Defendants' breach of the warranty of merchantability.

16 131. At all times that Defendants warranted and sold the Defective e-bikes, they knew
17 or should have known that their warranties were false, and yet they did not disclose the truth, or
18 stop manufacturing or selling the Defective e-bikes, and instead continued to issue false
19 warranties and insist the products were safe. The Defective e-bikes were defective when
20 Defendants delivered them directly to customers.

21 132. Plaintiff's and Class members' acquisition of the Defective e-bikes directly from
22 Defendants suffices to create privity of contract between Plaintiff and all other members of the
23 Class.

24 133. Defendants each had notice of their breach as alleged herein.

25 134. As a direct and proximate result of Rad Power Bikes, Inc. and Rad Power Bikes,
26 LLC's breach of implied warranties of merchantability, Plaintiff and the other Class members are
27 entitled to damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION

**VIOLATION OF THE *MAGNUSON-MOSS* WARRANTY ACT
(15 U.S.C. § 2301, *et seq.*)**

On behalf of the Nationwide Class

1
2
3
4 135. Plaintiff realleges and incorporates by reference all preceding allegations as
5 though set forth herein.

6 136. Plaintiff brings this claim individually and on behalf of the other members of the
7 Nationwide Class.

8 137. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by
9 virtue of 28 U.S.C. § 1332(a)-(d).

10 138. The Defective e-bikes are “consumer products” within the meaning of the
11 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3). Plaintiff and Nationwide Class members
12 are consumers because they are persons entitled under applicable state law to enforce against the
13 warrantor the obligations of its implied warranties.

14 139. Each Defendant is a “supplier” and “warrantor” within the meaning of the
15 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

16 140. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is
17 damaged by the failure of a warrantor to comply with an implied warranty.

18 141. Defendants provided Plaintiff and Nationwide Class members with an implied
19 warranty of merchantability in connection with the purchase of their Defective e-bike that is a
20 “written warranty” and/or “implied warranty” within the meaning of the Magnuson- Moss
21 Warranty Act, 15 U.S.C. § 2301(7). As a part of the written and/or implied warranty of
22 merchantability, Defendants warranted that the Defective e-bikes were fit for their ordinary
23 purpose and would pass without objection in the trade as designed, manufactured, and marketed,
24 and were adequately contained, packaged, and labeled.

25 142. Defendants breached their implied warranties, as described herein, and are
26 therefore liable to Plaintiff under 15 U.S.C. § 2310(d)(1). Without limitation, the Defective e-
27 bikes share a common defect in that they are all equipped with a disc brakes, quick release
28 mechanisms, and improper front fork design that can cause dangerous braking, crashes, or

1 release of the front wheel while in motion. The Defect rendered the Defective e-bikes
2 unmerchantable and unfit for their ordinary use when they were sold, and at all times thereafter.

3 143. As discussed herein, on information and belief, Defendants knew or should have
4 known about the Defect based on, *inter alia*, warranty claims and customer service complaints.
5 Defendants omitted information about the Defect and its consequences from Plaintiff and Class
6 members, misrepresented the qualities of the Defective e-bike, and have failed to provide a *bona*
7 *fide* remedy for the Defect.

8 144. Any effort by Defendants to limit the implied warranties in a manner that would
9 exclude coverage of the Defective e-bikes is unconscionable, and any such effort to disclaim or
10 otherwise limit such liability is null and void.

11 145. Any limitations Defendants might seek to impose on their warranties are
12 substantively and procedurally unconscionable. Defendants knew or should have known that the
13 Defective e-bikes were defective and that the Defective e-bikes could fail, causing the Defective
14 e-bikes to make sudden, unsafe stops resulting in a crash when used as intended, long before
15 Plaintiff and Class members knew or should have known. Defendants failed to disclose this
16 Defect to Plaintiff and Class members. Thus, enforcement of the durational limitations on the
17 warranties is harsh and would shock the conscience.

18 146. Plaintiff and Class members have privity of contract with Defendants through
19 their purchase of Defective e-bikes directly from Defendants' website and through express
20 written warranties that Defendants issued to their customers. Defendants' warranties
21 accompanied the Defective e-bikes and were intended to benefit the ultimate consumers of the
22 Defective e-bikes.

23 147. Under 15 U.S.C. § 2310(e), Plaintiff is entitled to bring this class action and is not
24 required to give Defendants notice and an opportunity to cure until such time as the Court
25 determines the representative capacity of Plaintiff under Rule 23 of the Federal Rules of Civil
26 Procedure.

27 148. Under the circumstances described in the complaint, it would be unnecessary and
28 futile to afford Defendants a reasonable opportunity to cure their breach of warranties.

1 Defendants have known for years that the Defect was present yet continued to misrepresent or
2 omit crucial information about the danger of the Defect.

3 149. The amount in controversy of Plaintiff’s individual claims meets or exceeds the
4 sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of
5 interest and costs, computed based on all claims to be determined in this lawsuit. Plaintiff,
6 individually and on behalf of all other Nationwide Class members, seeks all damages permitted
7 by law, in an amount to be proven at trial. In addition, under 15 U.S.C. § 2310(d)(2), Plaintiff is
8 entitled to recover a sum equal to the aggregate amount of costs and expenses (including
9 attorneys’ fees based on actual time expended) determined by the Court to have reasonably been
10 incurred by Plaintiff and Nationwide Class members in connection with the commencement and
11 prosecution of this action.

12 150. Plaintiff also seeks the establishment of a Defendants-funded program for
13 Plaintiff and Nationwide Class members to recover out-of-pocket costs incurred in attempting to
14 rectify and mitigate the effects of the Defect in their Defective e-bikes.

15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**
17 **(RCW 19.86.010, et seq.)**
18 ***On Behalf of the Nationwide Class***

19 151. Plaintiff incorporates by reference each preceding and succeeding paragraph as
20 though fully set forth at length herein.

21 152. Plaintiff brings this claim on behalf of himself and the Nationwide Class under
22 the laws of Washington, where Defendants designed and manufactured Defective e-bikes.

23 153. Rad is a “person” within the meaning of RCW 19.86.010(2) and conducts “trade”
24 and “commerce” within the meaning of RCW 19.86.010(2), .117. The conduct described in this
25 complaint constitutes unfair and deceptive acts or practices in violation of the Washington
26 Consumer Protection Act.

27 154. Rad engaged in unfair and deceptive acts or practices by engaging in a pattern and
28 practice of: (i) failing to disclose that Rad e-bikes were not of a particular standard, quality, or
grade; (ii) failing to disclose, at and after the time of purchase, any and all known material

1 defects or material nonconformity of the Defective e-bikes; (iii) failing to disclose at the time of
2 purchase that the Defective e-bikes were not fit for their intended purpose; (iv) failing to give
3 adequate warnings and notices regarding the use, defects, and problems with the Defective e-
4 bikes, even though Rad possessed prior knowledge of the inherent defects; (v) failing to disclose,
5 either through warnings or recall notices, and actively concealed the fact problems with the
6 Defective e-bikes; (vi) causing Plaintiff and members of the Class to expend sums of money at
7 its dealerships to repair and/or replace the Defective e-bikes; and (vii) causing Plaintiff and
8 members of the Class to be seriously physically harmed when the Defective e-bikes caused
9 unwarranted malfunctions.

10 155. Rad's systematic practice of failing to disclose the problems with its Defective e-
11 bikes and failing to remedy the Defective e-bike through design or manufacturing change are
12 unfair because these acts or practices offend public policy as it has been established by statutes,
13 regulations, the common law or otherwise, including, but not limited to, the public policy
14 established by RCW 19.230.005.

15 156. Rad's systematic practice of failing to disclose the problems with its Defective e-
16 bikes, failing to give adequate warnings regarding the problems with its Defective e-bikes,
17 failing to remedy the Defective e-bike through design or manufacturing change are unfair
18 because these acts or practices: (1) cause substantial financial injury to Plaintiff and the Class;
19 (2) are not outweighed by any countervailing benefits to consumers or competitors; and (3) are
20 not reasonably avoidable by consumers.

21 157. Rad's unfair and deceptive conduct was likely to deceive consumers into
22 purchasing the Defective e-bikes, and to deceive riding them under the pretense of safety and
23 reliability.

24 158. As a direct and proximate result of Defendants' unfair and deceptive acts and
25 practices, Plaintiff and the Class have been injured in that they have purchased Defective e-bikes
26 that are not safe or reliable, and instead put them and their passengers at grave risk of serious
27 injury. Plaintiff and Class members would not have purchased the Defective e-bikes had they
28 known about the Defect.

1 159. Defendants’ unfair or deceptive acts or practices have occurred through trade or
2 business and affect the public interest because they were and are capable of deceiving a
3 substantial portion of the public and expose the public to safety hazards. Defendants’ conduct is
4 ongoing and has a substantial likelihood of being repeated. There is a likelihood Defendants’
5 conduct will injure other members of the public.

6 160. These acts and practices also offend the public policy laid out in RCW 46.70.005,
7 RCW 46.70.101, and RCW 46.70.180, and that statute specifically provides: “Any violation of
8 this chapter is deemed to affect the public interest and constitutes a violation of chapter 19.86
9 RCW” in RCW 46.70.310.

10 161. Pursuant to RCW 19.86.090, Plaintiff and the Class seek an order enjoining Rad’s
11 unfair and deceptive acts or practices, damages, treble damages, attorneys’ fees, and any other
12 proper and just relief under the Washington Consumer Protection Act.

13 **FIFTH CAUSE OF ACTION**

14 **UNJUST ENRICHMENT**
15 *On Behalf of the Nationwide Class*

16 162. Plaintiff realleges and incorporates by reference all preceding allegations as
17 though fully set forth herein.

18 163. Plaintiff brings this claim on behalf of himself and the Nationwide Class under
19 the common law of unjust enrichment, which is materially uniform in all states. In the
20 alternative, Plaintiff brings this claim on behalf of the Nationwide Class under the laws of each
21 state in which Plaintiff and Class members purchased Defective e-bikes.

22 164. Defendants designed, manufactured, produced, distributed, marketed, and/or sold
23 Defective e-bikes during the relevant period herein.

24 165. Plaintiff and members of the Class conferred non-gratuitous benefits upon
25 Defendants, without knowledge that Defendants’ e-bikes contained numerous defects.

26 166. Defendants appreciated, or had knowledge of, the non-gratuitous benefits
27 conferred upon them by Plaintiff and members of the Class.

1 167. Defendants accepted or retained the non-gratuitous benefits conferred by Plaintiff
2 and members of the Class, with full knowledge and awareness that, as a result of Defendants'
3 unconscionable wrongdoing, Plaintiff and members of the Class were not receiving products of
4 high quality, nature, fitness, or value that had been represented by Defendants and reasonable
5 consumers would have expected.

6 168. Retaining the non-gratuitous benefits conferred upon Defendants by Plaintiff and
7 members of the Class under these circumstances made Defendants' retention of the non-
8 gratuitous benefits unjust and inequitable.

9 169. Because Defendants' retention of the non-gratuitous benefits conferred by
10 Plaintiff and members of the Class is unjust and inequitable, Plaintiff and members of the Class
11 are entitled to, and hereby seek, disgorgement and restitution of Defendants' wrongful profits,
12 revenue, and benefits in a manner established by the Court.

13 170. At all times relevant hereto, Defendants designed, manufactured, produced,
14 marketed, and/or sold Defective e-bikes.

15 171. Plaintiff and members of the Class conferred non-gratuitous benefits upon
16 Defendants, without knowledge that the Defective e-bikes contained dangerous safety defects.

17 172. Defendants appreciated, or had knowledge of, the non-gratuitous benefits
18 conferred upon them by Plaintiff and members of the Class.

19 173. Defendants accepted or retained the non-gratuitous benefits conferred by Plaintiff
20 and members of the Class, with full knowledge and awareness that, as a result of Defendants'
21 unconscionable wrongdoing, Plaintiff and members of the Class were not receiving product of
22 high quality, nature, fitness or value that had been represented by Defendants and reasonable
23 consumers would have expected.

24 174. Retaining the non-gratuitous benefits conferred upon Defendants by Plaintiff and
25 members of the Class under these circumstances made Defendants' retention of the non-
26 gratuitous benefits unjust and inequitable.

27 175. Because Defendants' retention of the non-gratuitous benefits conferred by
28 Plaintiff and members of the Class is unjust and inequitable, Plaintiff and members of the Class

1 are entitled to, and hereby seek disgorgement and restitution of Defendants' wrongful profits,
2 revenue, and benefits in a manner established by the Court.

3 **SIXTH CAUSE OF ACTION**

4 **ALTERNATIVE COUNT FOR COMMON LAW STRICT PRODUCT LIABILITY**
5 ***On Behalf of the Nationwide Class***

6 176. Plaintiff realleges and incorporates by reference all preceding allegations as
7 though set forth fully herein.

8 177. Plaintiff brings this alternative cause of action on behalf of the Nationwide Class
9 under the laws of each state in which Plaintiff and Class members purchased Defective e-bikes.

10 178. At all times material herein, the Defendants were in the business of designing,
11 manufacturing, selling, and marketing the e-bike that injured Plaintiff. Rad's Defective e-bikes
12 are defective and/or unreasonably dangerous as those terms are defined by law, and such defects
13 in the design, manufacturing, and sales were a proximate and producing cause of the injuries
14 sustained by Plaintiff.

15 179. At all times material herein, and at the time the Defective e-bikes were placed into
16 the stream of commerce, Defendants knew, or should have known, that the Defective e-bikes
17 were to be purchased and/or rented or used without inspection for defects by members of the
18 general public such as children.

19 180. At all times material herein, the e-bikes left the possession of Defendants, who
20 knew they were unsafe for their intended and foreseeable use because of defects in the
21 manufacture, design, assembly, testing, inspection, packaging, labeling, fabrication, construction,
22 analysis, instruction, distribution, supply, servicing, merchandising, recommendation,
23 advertising, promotion, marketing, sale, and rent so that they could not safely serve their
24 intended or expected purpose, but would instead expose the rider or passenger to serious injury.
25 Such defects and hazards of the Defective e-bikes include, but are not limited to the following:

- 26 a. The Defective e-bikes were defectively designed and manufactured to
27 include disc brakes and a quick release skewer on the front wheel;

1 Defective e-bikes suffer from various design defects which cause the Defective e-bikes to make
2 sudden, unsafe stops that can result in a person flying over the handlebars or falling as the front
3 wheel releases from the bike.

4 188. Plaintiff and Class members suffered injuries due to the defective nature of the
5 Defective e-bikes and Defendants' breach of the warranty of merchantability.

6 189. At all times that Defendants warranted and sold the Defective e-bikes, they knew
7 or should have known that their warranties were false, and yet they did not disclose the truth, or
8 stop manufacturing or selling the Defective e-bikes, and instead continued to issue false
9 warranties, and continued to insist the products were safe. The Defective e-bikes were defective
10 when Defendants delivered them direct to customers.

11 190. Plaintiff's and Class members' acquisition of the Defective e-bikes directly from
12 Defendants suffices to create privity of contract between Plaintiff and all other members of the
13 Class.

14 191. Defendants each had notice of their breach as alleged herein.

15 192. As a direct and proximate result of Rad Power Bikes, Inc. and Rad Power Bikes,
16 LLC's breach of implied warranties of merchantability, Plaintiff and the other Class members are
17 entitled to damages in an amount to be determined at trial.

18 **EIGHTH CAUSE OF ACTION**

19 **ALTERNATIVE COUNT FOR VIOLATION OF STATE**
20 **CONSUMER PROTECTION ACTS**
21 *On Behalf of the Nationwide Class*

22 193. Plaintiff realleges and incorporates by reference all preceding allegations as
23 though set forth fully herein.

24 194. Plaintiff brings this alternative cause of action on behalf of himself and on behalf
25 of all similarly situated residents of each of the 50 states for violations of the state consumer
26 protection acts including:

- 27 a. the Alaska Unfair Trade Practices and Consumer Protection Act, Alaska
Stat. § 45.50.471, *et seq.*;
- 28 b. the Arizona Consumer Fraud Act, Ariz. Rev. Stat. § 44-1521, *et seq.*;

- 1 c. the Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et seq.*;
- 2 d. the California Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*
- 3 and 17500, *et seq.*;
- 4 e. the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et*
- 5 *seq.*;
- 6 f. the Colorado Consumer Protection Act, Colo. Rev. Stat. Ann. § 6-1-101, *et*
- 7 *seq.*;
- 8 g. the Connecticut Unfair Trade Practices Act, Conn. Gen Stat. Ann. § 42- 110,
- 9 *et seq.*;
- 10 h. the Delaware Consumer Fraud Act, Del. Code Ann tit. 6, § 2511, *et seq.*;
- 11 i. the D.C. Consumer Protection Procedures Act, D.C. Code § 28-3901, *et*
- 12 *seq.*;
- 13 j. the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. §
- 14 501.201, *et seq.*;
- 15 k. the Georgia Fair Business Practices Act, Ga. Code Ann. § 10-1-390, *et seq.*;
- 16 l. the Hawaii Unfair Competition Law, Haw. Rev. Stat. § 480-2, *et seq.*;
- 17 m. the Idaho Consumer Protection Act, Idaho Code. Ann. § 48-601, *et seq.*;
- 18 n. the Illinois Consumer Fraud and Deceptive Business Practices Act, 815
- 19 ILCS 501/1, *et seq.*;
- 20 o. the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-2, *et seq.*;
- 21 p. the Kansas Consumer Protection Act, Kan. Stat. Ann. § 50-623, *et seq.*;
- 22 q. the Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et*
- 23 *seq.*;
- 24 r. the Louisiana Unfair Trade Practices and Consumer Protection Law, LSA-
- 25 R.S. 51:1401, *et seq.*;
- 26 s. the Maine Unfair Trade Practices Act, Me. Stat. tit. 5, § 207;
- 27 t. the Maryland Consumer Protection Act, Md. Code Ann., Com. Law § 13-
- 28 501, *et seq.*;
- u. the Massachusetts Regulation of Business Practices for Consumers
- Protection Act, Mass. Gen Laws Ann. Ch. 93A, *et seq.*;

- 1 v. the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901,
2 *et seq.*;
- 3 w. the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F, *et*
4 *seq.*;
- 5 x. the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407, *et seq.*;
- 6 y. the Nebraska Consumer Protection Act, Neb. Rev. St. §§ 59-1601, *et seq.*;
- 7 z. the Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. § 41.600, *et seq.*
- 8 aa. the New Hampshire Regulation of Business Practices for Consumer
9 Protection, N.H. Rev. Stat. Ann. § 358-A:1;
- 10 bb. the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8, *et seq.*;
- 11 cc. the New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, *et seq.*;
- 12 dd. the New York Consumer Protection from Deceptive Acts and Practices,
13 N.Y. Gen. Bus. Law § 349, *et seq.*;
- 14 ee. the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen.
15 Stat. § 75-1.1;
- 16 ff. the North Dakota Consumer Fraud Act, N.D. Cent. Code § 51-15-01, *et*
17 *seq.*;
- 18 gg. the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, *et*
19 *seq.*;
- 20 hh. the Oklahoma Consumer Protection Act, Okla. Stat. tit. 15 § 751, *et seq.*;
- 21 ii. the Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605, *et seq.*;
- 22 jj. the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73
23 P.S. § 201-1, *et seq.*;
- 24 kk. the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-
25 5.2(B), *et seq.*;
- 26 ll. the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5- 10,
27 *et seq.*;
- 28 mm. the South Dakota Deceptive Trade Practices and Consumer Protection, S.D.
Codified Laws § 37-24-1, *et seq.*;
- nn. the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et*
seq.;

- 1 oo. the Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. &
- 2 Com. Code § 17.41, *et seq.*;
- 3 pp. the Utah Consumer Sales Practices Act, Utah Code. Ann. § 13-11-175, *et*
- 4 *seq.*;
- 5 qq. the Vermont Consumer Fraud Act, Vt. Stat. Ann. Tit. 9, § 2451, *et seq.*;
- 6 rr. the Virginia Consumer Protection Act of 1977, Va. Code Ann. § 59.1-199,
- 7 *et seq.*;
- 8 ss. the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010, *et*
- 9 *seq.*;
- 10 tt. the West Virginia Consumer Credit and Protection Act, W. Va. Code § 46A-
- 11 1-101, *et seq.*;
- 12 uu. the Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18, *et seq.*;
- 13 and
- 14 vv. the Wyoming Consumer Protection Act, Wyo. Stat. Ann. § 40-12-101, *et*
- 15 *seq.*

16 195. The acts, practices, misrepresentations, and omissions by Defendants described
17 above, and Defendants’ dissemination of deceptive and misleading advertising and marketing
18 materials in connection therewith, occurring in the course of conduct involving trade or
19 commerce, constitute unfair methods of competition and unfair or deceptive acts or practices
20 within the meaning of each of the above-enumerated statutes.

21 196. Defendants’ acts and practices created a likelihood of confusion or of
22 misunderstanding and misled, deceived, or damaged Plaintiff and members of the Class in
23 connection with the sale or advertisement of Rad e-bikes. Defendants’ conduct also constituted
24 the use or employment of deception, fraud, false pretense, false promise, misrepresentation, or
25 knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon
26 the concealment, suppression, or omission in connection with the sale or advertisement of goods
27 or services whether or not a person has in fact been misled, deceived, or damaged in violation of
28 each of the above-enumerated statutes.

1 197. Plaintiff, on behalf of himself and the other members of the Class, seeks monetary
2 damages, treble damages and such other and further relief as set forth in each of the above
3 enumerated statutes.

4 **REQUEST FOR RELIEF**

5 WHEREFORE, Plaintiff, individually and on behalf of members of the Class,
6 respectfully requests that this Court:

7 A. Certify this action as a class action, proper and maintainable pursuant to Rule 23
8 of the Federal Rules of Civil Procedure; declare that Plaintiff is a proper class representative; and
9 appoint Plaintiff's counsel as Class Counsel;

10 B. Grant appropriate injunctive and/or declaratory relief, including, without
11 limitation, an order that requires Defendants to repair, recall, and/or replace all Defective e-bikes
12 and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to
13 provide Plaintiff and Class members with appropriate curative notice regarding the existence and
14 causes of the defects;

15 C. Award Plaintiff and Class members actual, compensatory, general, special,
16 incidental, statutory, punitive, and consequential damages, costs, and disgorgement in an amount
17 to be determined at trial;

18 D. Award to Plaintiff the costs and disbursements of the action, along with
19 reasonable attorneys' fees, costs, and expenses;

20 E. Award pre- and post-judgment interest at the maximum legal rate; and

21 F. Grant all such other relief as is just and proper.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff demands a jury trial on all claims so triable.
24
25
26
27
28

1 Dated: September 15, 2023

Respectfully submitted,

2 **HAGENS BERMAN SOBOL SHAPIRO LLP**

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