

A6029
90220

1 ANDREW J. SOKOLOWSKI (SBN 226685)
2 THE LAW OFFICE OF ANDREW J. SOKOLOWSKI
3 2276 Torrance Boulevard
4 Torrance, California 90501
5 Tel.: (424) 254-8817
6 Fax: (866) 489-0330
7 andrew@sokolawfirm.com

FILED
Superior Court of California
County of Los Angeles

JAN 22 2014

Sherri R. Carter, Executive Officer/Clerk
By Myrna Beltran Deputy
Myrna Beltran

5 NAREG S. KITSINIAN (SBN 236732)
6 KITSINIAN LAW FIRM
7 6739 Odessa Avenue
8 Van Nuys, California 91406
9 Tel.: (818) 786-5777
10 Fax: (818) 786-5778
11 info@kitsinianlaw.com

12 Attorneys for Plaintiff Raffy Kopalian
13 [Additional Counsel Listed On Signature Page]

D-308 JANE L. JOHNSON

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF LOS ANGELES

BC533846

16 RAFFY KOPALIAN, Individually and)
17 on Behalf of All Others Similarly)
18 Situated,)

CASE NO.:
CLASS ACTION

19 Plaintiff,

COMPLAINT FOR:

20 vs.

(1) VIOLATIONS OF THE
CONSUMER LEGAL REMEDIES
ACT (Cal. Civ. Code §§ 1750 et seq.)

21 RALPHS GROCERY COMPANY; and)
22 DOES 1 through 50, inclusive,)

(2) UNFAIR BUSINESS PRACTICES
(Cal. Bus. & Prof. Code §§ 17200 et
seq.;

23 Defendant.

(3) FALSE ADVERTISING (Cal. Bus.
& Prof. Code §§ 17500 et seq.; and
(4) BREACH OF EXPRESS
WARRANTY (Cal. Comm. Code §
2313)

24 DEMAND FOR A JURY TRIAL

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01/22/14

RECEIPT #: OCH280197080
DATE PAID: 01/22/14 02:53 PM
PAYMENT: \$1,435.00
RECEIVED: 311
LEA/DEF#: BC533846
CITY/CASE#: BC533846
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CRED: \$0.00

1 Plaintiff Raffy Kopalian (“Plaintiff” or “Kopalian”) brings this consumer class action on
2 behalf of himself and other similarly situated consumers throughout the State of California, against
3 Defendant Ralph’s Grocery Company (“Ralphs” or “Defendant”). Plaintiff alleges as follows:

4 **INTRODUCTION**

5 1. This action seeks to remedy Defendant’s unfair, deceptive, and unlawful business
6 practices regarding the marketing and sales of Defendant’s “decaf classic” brand decaffeinated
7 coffees (the “Decaf Coffee Products”). Defendant manufactures, sells, and/or distributes the
8 Decaf Coffee Products using a marketing and advertising campaign – including the Decaf Coffee
9 Products’ own packaging – that claims that the Decaf Coffee Products are “without caffeine.”
10 However, Defendant’s advertising and marketing campaign was false and misleading because
11 the Decaf Coffee Products at all times did, in fact, contain caffeine.

12 2. Plaintiff relied on Defendant’s misrepresentations that the Decaf Coffee Products were
13 without caffeine when purchasing them. Plaintiff purchased the Decaf Coffee Products over
14 comparable competitor products that did not claim to be “without caffeine.” Plaintiff lost money
15 and was injured as a result of his reliance on Defendant’s misrepresentation that the Decaf
16 Coffee Products were “without caffeine” when he purchased the Decaf Coffee Products.

17 3. Defendant’s conduct of falsely advertising that the Decaf Coffee Products are without
18 caffeine constitutes unfair, unlawful, and fraudulent conduct, is likely to deceive members of the
19 public, is unethical, oppressive, unscrupulous and/or substantially injurious to consumers, and
20 violates California’s legislatively declared policy against misrepresenting the characteristics of
21 goods and services.

22 4. As such, Defendant’s advertising practices violate California’s Consumers Legal
23 Remedies Act, Cal. Civil Code §1750, *et seq.* (“CLRA”), California’s Unfair Competition Law,
24 Cal. Bus. & Prof. Code § 17200, *et seq.* (“UCL”), California’s False Advertising Law, Cal. Bus.
25 & Prof. Code § 17500, *et seq.*, (“FAL”), and California Commercial Code § 2313. Accordingly,
26 Plaintiff seeks restitution under the UCL and damages under the CLRA.

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1 12. On information and belief, at all relevant times each Defendant ratified each act or
2 omission of the other Defendants and aided, abetted, and consented to the acts and omissions in
3 proximately causing the injuries and harm alleged.

4 **FACTS**

5 **Plaintiff Purchased the Decaf Coffee Products in Reliance on Defendant's**

6 **Misrepresentations**

7 13. In or about January 2013, Plaintiff purchased a container of the Ralphs-brand "decaf
8 classic" Decaf Coffee Product at a Ralphs store in Chatsworth, California. The packaging of the
9 "decaf classic" coffee container that Plaintiff purchased was prominently labeled as being
10 "without caffeine." Defendant's "decaf classic" ground coffee is a specific brand of coffee that
11 is unique to Defendant Ralphs.

12 14. Plaintiff, relying on the label's representation that the Decaf Coffee Product was "without
13 caffeine," purchased this product over alternative decaffeinated coffee brands that did not make
14 such claims.

15 15. Defendant's Decaf Coffee Products, including the "decaf classic" product Plaintiff
16 purchased, are not, in fact, "without caffeine." On the contrary, the Decaf Coffee Products
17 contain caffeine.

18 16. Defendant sold and/or distributed the decaf classic ground coffee with the falsely labeled
19 advertising that it is "without caffeine" on the face of the coffee can. A true and correct copy of
20 a photo of the decaf classic coffee container Plaintiff purchased – which includes the "without
21 caffeine" labeling – is attached as Exhibit A.

22 17. Unbeknownst to Plaintiff at the time of purchase, on the back side of the coffee label in
23 small print, Defendant represents that the coffee is only 99.7% caffeine free.

24 18. Plaintiff purchased Defendant's Decaf Coffee Product over comparable decaffeinated
25 coffee brands in reliance on Defendant's advertising and packaging, and believing that the Decaf
26 Coffee Products were 100% without caffeine.

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1 **Defendant's Packaging is Misleading and Falsely Claims the Decaf Coffee Products are**
2 **"Without Caffeine"**

3 19. At least as early as 2012, Defendant made certain representations in its labeling,
4 marketing, and advertising that are false and misleading. Specifically, Defendant's packaging
5 claims that the Decaf Coffee Products are "without caffeine" when they, in fact, do contain
6 caffeine. Thus the packaging misleads consumers into believing that the Decaf Coffee Products
7 are without caffeine, when, in fact, they contain caffeine.

8 20. In addition, the Decaf Coffee Products' labeling and packaging is likely to confuse and
9 mislead consumers for additional reasons. Defendant's caffeine-free claims are a central
10 component of its product description, thus representing that the product as a whole is without
11 caffeine. The back of the label states, in very small print, that the product is only 99.7% caffeine
12 free, while the larger statement that the Decaf Coffee Products are "without caffeine" on the
13 front in large font leads the consumer to falsely believe that the product is free of caffeine when,
14 in fact, it contains caffeine.

15 21. Moreover, given that the product contains caffeine, the "without caffeine" labeling on the
16 Decaf Coffee Products is false.

17 22. Plaintiff relied on Defendant's claims that the Decaf Coffee Products were "without
18 caffeine" when he decided to purchase the product in or about January 2013.

19 **CLASS ACTION ALLEGATIONS**

20 23. Plaintiff brings this action as a class action pursuant to Code of Civ. Proc. § 382 and Civ.
21 Code § 1781 on behalf of the following "Class":

22 All persons in California who purchased Defendant's "decaf classic" ground coffee
23 bearing the "without caffeine" representation on the product packaging at any time within
24 four years preceding the filing of this Complaint through the date of class certification.

25 24. This Class is sufficiently numerous, as it likely includes at least hundreds of people
26 throughout California who purchased the Decaf Coffee Products. Thus, joinder of such persons
27 in a single action or bringing all members of the Class before the Court is impracticable. The
28 question is one of a general or common interest of many persons and it is impracticable to bring

1 them all before the Court. The disposition of the claims of the members of the Class in this class
2 action will substantially benefit both the parties and the Court. The members of the Class are
3 readily ascertainable from Defendant's records and other appropriate discovery. Further, the
4 class definition provides an objective description of the class that will allow people to identify
5 whether they are class members based on objective criteria.

6 25. There are questions of law and fact common to the class, including whether the
7 representations on Defendant's labels and packaging for the Decaf Coffee Products include false
8 representations and/or representations that are likely to mislead or confuse consumers. Thus,
9 there is a well-defined community of interest with common questions of law and fact involved in
10 this action and affecting the parties.

11 26. Plaintiff asserts claims that are typical of the claims of the entire Class. Plaintiff and all
12 members of the Class have been subjected to the same wrongful conduct because they purchased
13 the Decaf Coffee Products with labeling or packaging that contained the same or substantially
14 similar representations. Plaintiff relied on Defendant's misrepresentations in purchasing this
15 product and lost money or property as a result.

16 27. Plaintiff will fairly and adequately represent and protect the interest of the other members
17 of the Class. Plaintiff has no interests antagonistic to those of the members of the Class.
18 Plaintiff is committed to the vigorous prosecution of this action and has retained counsel
19 experienced in litigation of this nature to represent him. Plaintiff anticipates no difficulty in the
20 management of this litigation as a class action.

21 28. Class certification is appropriate because Defendant engaged in a common course of
22 conduct generally applicable to all Class members. Such conduct includes selling,
23 manufacturing, and or distributing Decaf Coffee Products labeled as "without caffeine" when, in
24 fact, the Decaf Coffee Products contained caffeine. Further, class certification is appropriate
25 because common questions of law and fact predominate over any questions that may affect only
26 individual members of the Class. Among these common questions of law and fact are:

- 27 a. whether the Decaf Coffee Products are without caffeine;

- b. whether the Decaf Coffee Products' packaging and/or other marketing contains false statements;
- c. whether Defendant knew that the representations made on the Decaf Coffee Products' packaging and/or other marketing were false but continued to make them;
- d. whether Defendant's representations regarding the Decaf Coffee Products are true, misleading, or reasonably likely to deceive the Class;
- e. whether Defendant's conduct is unethical, oppressive, unscrupulous, and/or substantially injurious to consumers;
- f. whether Defendant's conduct in advertising and marketing the Decaf Coffee Products constitutes a violation of the FAL;
- g. whether Defendant's conduct constitutes fraudulent, unfair, or unlawful conduct as defined by the UCL
- h. whether Plaintiff and Class members are entitled to equitable relief;
- i. whether Defendant's representations concerning the Decaf Coffee Products constitute express warranties; and
- j. whether Defendant breached the express warranties it made with regard to the Decaf Coffee Products.

29. Proceeding as a class action provides substantial benefits to both the parties and the Court because this is the most efficient method for the fair and efficient adjudication of the controversy. Class members have suffered and will suffer irreparable harm and damages as a result of defendant's wrongful conduct. Because of the nature of the individual Class members' claims, few, if any, could or would otherwise afford to seek legal redress against defendant for the wrongs complained of herein, and a representative class action is therefore the appropriate, superior method of proceeding, and essential to the interests of justice insofar as the resolution of Class members' claims is concerned.

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1 30. Absent a class action, members of the Class would continue to suffer losses for which
2 they would have no remedy, and Defendant would unjustly retain the proceeds of their ill-gotten
3 gains. Even if separate actions could be brought by individual members of the Class, the
4 resulting multiplicity of lawsuits would cause undue hardship, burden, and expense for the Court
5 and the litigants, as well as create a risk of inconsistent rulings, which might be dispositive of the
6 interests of the other members of the Class who are not parties to the adjudications and/or may
7 substantially impede their ability to protect their interests.

8 **FIRST CAUSE OF ACTION**
9 **UNFAIR BUSINESS PRACTICES**
10 **(Cal. Bus. & Prof. Code §§ 17200, et seq.)**

11 31. Plaintiff incorporates the above paragraphs by reference as though fully set forth herein.

12 32. Under Business & Professions Code § 17200, any business act or practice that is likely to
13 deceive members of the public constitutes a fraudulent business act or practice.

14 33. Defendant has engaged, and continues to engage, in conduct that is likely to deceive
15 members of the public. This conduct includes, but is not limited to, misrepresenting that the
16 Decaf Coffee Products were without caffeine.

17 34. After reviewing the packaging for the Decaf Coffee Products, Plaintiff purchased a
18 container of coffee in reliance on Defendant's misrepresentations that the Decaf Coffee Products
19 were without caffeine. Plaintiff would not have purchased the Decaf Coffee Products at all if he
20 had known the truth about Defendant's misrepresentations. Plaintiff has thus suffered injury in
21 fact and lost money or property as a direct result of Defendant's material misrepresentations and
22 omissions.

23 35. Defendant misrepresented the caffeine content of the Decaf Coffee Products despite the
24 fact that it knew or should have known that the representations were false, misleading, and/or
25 likely to deceive consumers.

26 36. By committing the acts alleged above, Defendant has engaged in fraudulent business acts
27 and practices, which constitute unfair competition within the meaning of Business & Professions
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1 Code § 17200. As a result of Defendant's practices, reasonable consumers and members of the
2 public were likely to be deceived regarding the caffeine content of the Decaf Coffee Products.

3 37. Defendant's business practices, as alleged in this Complaint, are unfair and misleading
4 because the harm caused to the public as a result of such practices far outweighs any conferred
5 benefit. There were reasonably available alternatives to further Defendant's legitimate business
6 interests, other than the conduct alleged in this Complaint.

7 38. Defendant's business practices, as alleged in this Complaint, are unlawful within the
8 meaning of California Business and Professions Code section 17200 *et seq.* because they
9 constitute violations of California Business and Professions Code section 17500 *et seq.*, the
10 Consumer Legal Remedies Act, California Civil Code section 1750, and the California
11 Commercial Code section 2313.

12 39. As a direct and proximate result of Defendant's unfair, unlawful, and fraudulent acts,
13 Plaintiff and Class members have suffered injury in fact and lost money.

14 40. On information and belief, Defendant may have changed the labeling on its Decaf Coffee
15 Products' packaging to eliminate the "without caffeine" representation, and replaced it with
16 "smooth and satisfying." However, Defendant may in the future resume this conduct and fail
17 and refuse, to cease the unfair, fraudulent, and deceptive practices alleged in this Complaint. On
18 information and belief, Defendant may later resume its conduct unless this Court orders it to
19 cease and desist pursuant to California Business and Professions Code section 17203.

20 41. An action for injunctive relief and restitution is specifically authorized under Business &
21 Professions Code § 17203.

22 42. Pursuant to Business & Professions Code sections 17203 and 17535, Plaintiff and the
23 members of the Classes seek an order of this Court enjoining Defendant from continuing to
24 engage, use, or employ its above-described practices of advertising the Decaf Coffee Products –
25 to the extent Defendant is still engaging in such conduct – and/or from resuming said practices.
26 Likewise, Plaintiffs and the members of the Class seek an order requiring Defendant to disclose
27 such misrepresentations, and additionally request an order awarding Plaintiffs restitution of the
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1 money wrongfully acquired by Defendant as a result of Defendant's conduct and their failure to
2 disclose the existence and significance of their misrepresentations.

3 43. Plaintiff seeks restitution, injunctive relief, and all other relief the Court deems
4 appropriate after trial.

5 **SECOND CAUSE OF ACTION**
6 **FALSE ADVERTISING**
7 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

8 44. Plaintiff incorporates the above paragraphs by reference as though fully set forth herein.

9 45. As alleged above, Defendant engaged in a systematic campaign of advertising,
10 marketing, and labeling the Decaf Coffee Products as "without caffeine" despite the fact that the
11 Decaf Coffee Products do contain caffeine. Defendant disseminated or caused to be
12 disseminated this deceptive advertising through the product packaging and, on information and
13 belief, through other means including sale papers and other advertising.

14 46. Defendant's advertising campaign thus conveyed the false and misleading claims to
15 Plaintiff and other consumers through the labeling for the Decaf Coffee Products' labeling and
16 packaging as well as through marketing and advertising. By this conduct, Defendant engaged in
17 deceptive advertising in violation of California Business and Professions Code section 17500 *et*
18 *seq.*

19 47. Defendant made the misrepresentations alleged in this Complaint despite the fact that
20 they knew or should have known that the statements were false, misleading, and/or deceptive.
21 There were reasonably available alternatives to further Defendant's legitimate business interests,
22 other than the conduct alleged in this Complaint.

23 48. On information and belief, Defendant may have changed the labeling on its Decaf Coffee
24 Products' packaging to eliminate the "without caffeine" representation, and replaced it with
25 "smooth and satisfying." However, Defendant may in the future resume this conduct and fail
26 and refuse, to cease the unfair, fraudulent, and deceptive practices alleged in this Complaint. On
27 information and belief, Defendant may later resume its conduct unless this Court orders it to
28 cease and desist pursuant to California Business and Professions Code section 17535.

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1 49. An action for injunctive relief and restitution is specifically authorized under Business &
2 Professions Code § 17535.

3 50. Pursuant to Business & Professions Code sections 17203 and 17535, Plaintiff and the
4 members of the Classes seek an order of this Court enjoining Defendant from continuing to
5 engage, use, or employ its above-described practices of advertising the Decaf Coffee Products –
6 to the extent Defendant is still engaging in such conduct – and/or from resuming said practices.
7 Likewise, Plaintiffs and the members of the Class seek an order requiring Defendant to disclose
8 such misrepresentations, and additionally request an order awarding Plaintiffs restitution of the
9 money wrongfully acquired by Defendant as a result of Defendant’s conduct and their failure to
10 disclose the existence and significance of their misrepresentations

11 51. Plaintiff seeks restitution, injunctive relief, a corrective advertising campaign, and all
12 other relief the Court deems appropriate after trial.

13 **THIRD CAUSE OF ACTION**
14 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**
15 **(Cal. Civ. Code § 1750 *et seq.*)**

16 52. Plaintiff incorporates the above paragraphs by reference as though fully set forth herein.

17 53. The Consumers Legal Remedies Act (“CLRA”) applies to Defendant’s actions and
18 conduct as alleged in this Complaint because it extends to transactions that are intended to result,
19 or which have resulted in the sale of goods or services to consumers.

20 54. Plaintiff and the defined Class are consumers within the meaning of the CLRA.

21 55. Plaintiff purchased the Ralphs brand “decaf classic” ground coffee for his own personal
22 or household use.

23 56. The Decaf Coffee Products are “goods” within the meaning of California Civil Code
24 section 1761(a).

25 57. Defendant are either suppliers or sellers within the meaning of the CLRA.

26 58. Defendant’s conduct alleged in this Complaint involves consumer transactions within the
27 meaning of the CLRA.
28

1 59. Defendant conducts was intended to deceive Plaintiff and members of the Class and
2 resulted, and will continue to result, in damages to Plaintiff and members of the Class.

3 60. Defendant's conduct violated and continue to violate the CLRA in at least the following
4 respects.

- 5 a. In violation of Section 1770(a)(5) of the CLRA, Defendant's acts and practices
6 constitute representations that the Decaf Coffee Products have characteristics,
7 uses and/or benefits which they do not;
- 8 b. In violation of Section 1770(a)(7) of the CLRA, Defendant's acts and practices
9 constitute representations that the Decaf Coffee Products are of a particular
10 quality which they are not; and
- 11 c. In violation of Section 1770(a)(9) of the CLRA, Defendant's acts and practices
12 constitute the advertisement of the goods in question, the Decaf Coffee Products,
13 without the intent to sell them as advertised.

14 61. As a result of Defendant's conduct, Plaintiff and the Class members have suffered
15 damages.

16 62. In compliance with the provisions of the California Civil Code § 1782, on January 15,
17 2013, Plaintiff provided written notice to defendant informing his intention to seek damages
18 under the CLRA unless defendant offers appropriate consideration or another remedy to all
19 affected consumers. A true and correct copy of Plaintiff's January 15, 2013 letter is attached as
20 Exhibit B.

21 63. Defendant responded to Plaintiff on February 20, 2013 by denying the allegations and
22 threatening to seek sanctions against Plaintiff if he pursued further action. A true and correct
23 copy of Defendant's letter dated February 20, 2013. is attached as Exhibit C.

24 64. Under California Civil Code section 1780(a)(2), Plaintiff and members of the Class are
25 entitled to an order enjoining the above-described wrongful acts and practices of defendant, and
26 ordering the payment of costs and attorney's fees and any other relief deemed appropriate and
27 proper by the Court.
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1 65. Under California Civil Code section 1780, Plaintiff also seeks, on behalf of the class,
2 damages, restitution, punitive damages, and any other relief that the Court may deem proper.

3 **FOURTH CAUSE OF ACTION**
4 **BREACH OF EXPRESS WARRANTY**
5 **(Cal. Commercial Code § 2313)**

6 66. Plaintiff incorporates the above paragraphs by reference as though fully set forth herein.

7 67. Defendant's representations that the Decaf Coffee Products are without caffeine
8 constitute affirmations of fact made with regard to the products as well as descriptions of the
9 products.

10 68. Defendant's representations that the Decaf Coffee Products are without caffeine are made
11 on the product label and packaging, and are thus part of the basis of the bargain between
12 Defendant and Plaintiff and other Class members.

13 69. As set forth in the paragraphs above, Defendant's representations concerning the Decaf
14 Coffee Products being "without caffeine" are false.

15 70. As such, the Decaf Coffee Products did not meet the quality and/or characteristics of the
16 description Defendant provided on the Decaf Coffee Products' packaging.

17 71. Plaintiff took reasonable steps to notify Defendant within a reasonable time that the
18 Decaf Coffee Product he purchased was not as Defendant represented by sending the January 15,
19 2013 letter to Defendant that is detailed above and which is attached as Exhibit B.

20 72. Defendant received Plaintiff's notice, and responded in a letter dated February 20, 2013,
21 which is attached as Exhibit C, that threatened to seek sanctions against Plaintiff if he took
22 further action and indicated that it would not provide relief to Plaintiff or any other consumer.

23 73. Plaintiff and members of the Class suffered damages as a result of Defendant's conduct
24 because they paid for a product with represented qualities and benefits that Defendant promised
25 but which Plaintiff and the Class members failed to receive.

26 74. The failure of the Decaf Coffee Products to have the quality and characteristics
27 Defendant's represented on its packaging – namely, being free of caffeine – was a substantial
28 factor in causing Plaintiff's harm.

CLASS ACTION COMPLAINT

1 75. Defendant has thus breached its express warranties concerning the Decaf Coffee Products
2 in violation of California Commercial Code § 2313.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment and relief against Defendant as follows:

- 5 A. that the Court certify this case as a class action, appoint Plaintiff as the class
6 representative, and his attorneys as Class Counsel;
- 7 B. that the Court permanently enjoin Defendant from conducting its business through the
8 unlawful, unfair or fraudulent business acts or practices, untrue and misleading
9 labeling and advertising and other violations of law described in this Complaint;
- 10 C. that the Court order Defendant to conduct a corrective advertising and information
11 campaign advising consumers that the Decaf Coffee Products do not have the
12 characteristics, uses, benefits, and quality Defendant has claimed.
- 13 D. that the Court order Defendant to implement whatever measure is necessary to
14 remedy the unlawful, unfair or fraudulent business acts or practices, untrue and
15 misleading advertising, and other violations of law described in this Complaint.
- 16 E. that the Court order Defendant to provide reasonable notice to Class members so that
17 they may obtain damages and/or restitution from Defendant;
- 18 F. that the Court order Defendant to pay restitution to restore to all affected persons all
19 funds acquired by means of any act or practice declared by the Court to be an
20 unlawful, unfair, or fraudulent business act or practice, untrue or misleading
21 advertising, plus pre- and post judgment interest;
- 22 G. that the Court award damages to Plaintiff and the Class to compensate them for
23 Defendant's breach of the express warranties created with regard to the Decaf Coffee
24 Products;
- 25 H. That the Court award punitive damages under California Civil Code section 1780;

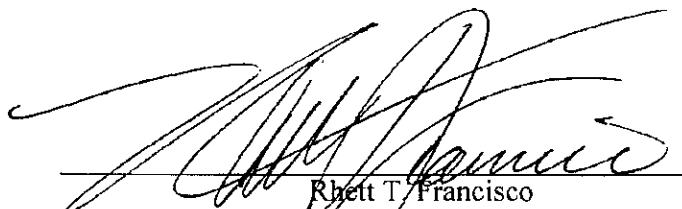
26
27
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EX-114

- 1 I. that the Court grant Plaintiff his reasonable attorney's fees and costs of suit pursuant
2 to Code of Civil Procedure § 1021.5, Civil Code § 1780(d), the common fund
3 doctrine and/or any other appropriate legal theory; and
4 J. that the Court grant such other and further relief as may be just and proper.

5 **JURY DEMAND**

6 Plaintiff demands a trial by jury on all causes of action so triable.

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8 DATED: January 22, 2014

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11 Rhett T. Francisco

12 ANDREW J. SOKOLOWSKI (SBN 226685)
13 THE LAW OFFICE OF ANDREW J. SOKOLOWSKI
14 2276 Torrance Boulevard
15 Torrance, California 90501
16 Tel.: (424) 254-8817
17 Fax: (866) 489-0330
18 andrew@sokolawfirm.com

19 NAREG S. KITSINIAN (SBN 236732)
20 KITSINIAN LAW FIRM
21 6739 Odessa Avenue
22 Van Nuys, California 91406
23 Tel.: (818) 786-5777
24 Fax: (818) 786-5778
25 info@kitsinianlaw.com

26 RHETT T. FRANCISCO (SBN 232749)
27 THE LAW OFFICES OF RHETT T. FRANCISCO
28 5350 Topanga Canyon Boulevard
Woodland Hills, California 91364
Tel.: (818) 319-9879
Fax: (888) 390-4816
Rhett_francisco_law@yahoo.com

PAWEL R. SASIK (SBN 240672)
THE LAW OFFICES OF PAWEL R. SASIK
5350 Topanga Canyon Boulevard
Woodland Hills, California 91364
Tel.: (310) 571-5206
PawelSasik@gmail.com

PI/EE/18
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27
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Rhett T. Francisco (SBN 232749)
The Law Offices of Rhett T. Francisco
5350 Topanga Canyon Boulevard
Woodland Hills, California 91364
TELEPHONE NO: (818) 319-9879 FAX NO.:
ATTORNEY FOR (Name): Raffy Kopalian

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles
JAN 22 2014
Sherri R. Carter, Executive Officer/Clerk
By *Myrna Beltran* Deputy
Myrna Beltran

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District, Stanley Mosk Courthouse

CASE NAME:
Kopalian v. Ralphs Grocery Company

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)
Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC533846**
JUDGE:
DEPT:

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

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

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 | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | 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 |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 4
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: January 22, 2014
Rhett T. Francisco
(TYPE OR PRINT NAME)

[Signature]
SIGNATURE OF PARTY OR ATTORNEY FOR PARTY

NOTICE

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

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

- 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

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

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SHORT TITLE:
KOPALIAN v. RALPHS GROCERY COMPANY

CASE NUMBER
BC533846

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

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 15 HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
<input type="checkbox"/> A7240 Other Professional Health Care Malpractice		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	① 2., 3.	
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	

SHORT TITLE: KOPALIAN v. RALPHS GROCERY COMPANY	CASE NUMBER
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Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.

Employment

Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.

Contract

Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.

Real Property

Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.

Judicial Review Unlawful Detainer

Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

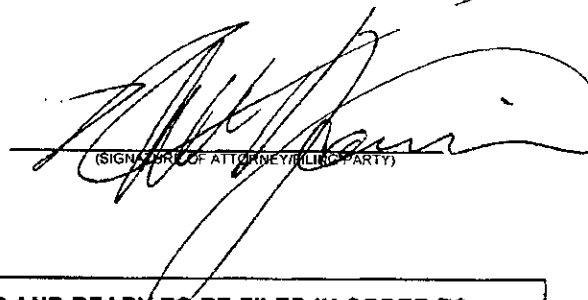
SHORT TITLE: KOPALIAN v. RALPHS GROCERY COMPANY	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: 1100 West Artesia Boulevard	
<input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			
CITY: Compton	STATE: CA	ZIP CODE: 90220	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: January 22, 2014



(SIGNATURE OF ATTORNEY/LITIGANT)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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