

90210  
A 6029

1 L. Paul Mankin, IV (SBN 264038)  
2 LAW OFFICES OF L. PAUL MANKIN, IV  
3 8730 Wilshire Blvd., Suite 310  
4 Beverly Hills, California 90211  
5 Tel: (310) 776-6336  
6 Fax: (323) 207-3885  
7 pmankin@paulmankin.com

**FILED**  
Superior Court Of California  
County Of Los Angeles

JAN 08 2014

Sherri R. Carter, Executive Officer/Clerk  
By (Signature) Deputy  
Amber Hayes

5 Attorneys for Plaintiff Jennifer Shaouli *D-308 JANE L. JOHNSON*

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 FOR THE COUNTY OF LOS ANGELES

BC532667

9 JENNIFER SHAOULI, individually, and on  
10 behalf of other members of the general  
11 public similarly situated,

Case No.:

11 Plaintiff,

**CLASS ACTION COMPLAINT**

12 vs.

13 THE HAIN CELESTIAL GROUP, INC.,  
14 d/b/a CELESTIAL SEASONINGS, INC., a  
15 Delaware corporation,

- (1) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*);
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17500 *et seq.*);
- (3) Violation of the Consumers Legal Remedies Act (Cal. Civil Code §§ 1750 *et seq.*);
- (4) Negligent Misrepresentation; and
- (5) Breach of Quasi-Contract.

15 Defendants.

**Jury Trial Demanded**

RECEIPT #: CCH503057010  
 DATE PAID: 01/09/14 06:49 AM  
 PAYMENT: \$435.00  
 RECEIVED:  
 CHECK: \$435.00  
 CASH: \$0.00  
 CHANGE: \$0.00  
 CARD: \$0.00

CIT/CASE: BC532667  
LER/DEF#:

01 / 09 / 2014

1 Plaintiff Jennifer Shaouli (“Plaintiff”), individually and on behalf of all other members  
2 of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant THE HAIN  
5 CELESTIAL GROUP, INC., d/b/a CELESTIAL SEASONINGS, INC. (hereinafter  
6 “Defendant” or “Celestial”) to stop Defendant’s practice of releasing misbranded products  
7 into the stream of commerce and to obtain redress for all nationwide consumers (“Class  
8 Members”) who purchased, within the applicable statute of limitations period, a Celestial  
9 product which list either “organic evaporated cane juice” or “evaporated cane juice” as an  
10 ingredient, including, but not limited to, Kombucha Digestion: Meyer Lemon Ginger,  
11 Kombucha Antioxidant: Superfruit, Kombucha Energy: Pomelo Citrus, Kombucha  
12 Metabolism: Berry Guava, Kombucha Original, Kombucha Super Green: Tropical Blend,  
13 Sleepytime Snooz Berry Natural Sleep Aid, Sleepytime Snooz Lemon Ginger Natural Sleep  
14 Aid, Sleepytime Snooz Peach Natural Sleep Aid, Enerji Berry Green Tea Energy Shot, Enerji  
15 Citrus Green Tea Energy Shot, and Enerji Pomegranate Xtreme Green Tea Energy Shot  
16 (hereinafter collectively referred to as the “Class Products”).

17 2. Celestial is a Delaware company that sells and distributes the Class Products at  
18 premium prices throughout the United States, including California. Celestial’s principal place  
19 of business is in Lake Success, New York.

20 3. Celestial knows that a majority of its consumers are health conscious and prefer  
21 foods lacking added sugar. Celestial recognizes that health claims drive sales, and actively  
22 promotes the health benefits of its products.

23 4. For example, Celestial makes the following representations regarding the Class  
24 Products:

- 25 • Here’s a burst of refreshing natural energy you’ll feel right away.
- 26 • Stay vibrant and focused with all-natural Kombucha Energy Shots from  
27 Celestial Seasonings.
- 28 • With the naturally revitalizing effects of live, raw Kombucha and the

01/09/2014

energizing boost of caffeine from guarana, plus B-vitamins and ginseng, you just shake and shoot, then feel the energy.

- Discovery a surge of all-natural energy power by green tea, ginseng and B-vitamins, plus a tasty hit of sweet berry flavor.

5. Celestial's website, <http://celestialseasonings.com>, is also largely dedicated to promoting the nutritional and health aspects of the Class Products.

6. However, Celestial sought to conceal the added sugar in the Class Products, by failing to list "sugar" or "dried cane syrup" as an ingredient. Instead, the labels lists either "organic evaporated cane juice" or "evaporated cane juice" as an ingredient, as depicted below, despite the fact that the U.S. Food and Drug Administration ("FDA") has specifically warned companies that term is false and misleading. In so doing, Celestial has violated California's Sherman Law and California consumer protection statutes.

### Citrus Kombucha Energy Shot



Featuring the naturally revitalizing effects of live, raw Kombucha and the energizing boost of caffeine from guarana, plus bright orange and tangy lemon flavors.

Note: Because this product must be kept refrigerated, it cannot be purchased online. Please use our Store Locator to find a retail location near you.

Find this product in a store near you:

Price: \$1.11 per shot

#### INGREDIENTS & NUTRITIONAL INFORMATION

**All Natural:**  
Contains no artificial colors, flavors or preservatives.

**Ingredients:**  
Organic Kombucha, Organic Evaporated Cane Juice, Guarana Extract, Citric Acid, Natural Citrus Flavor With Other Natural Flavors, Nicotin (Nicotinic Acid), Asian Ginseng, Reishi (Swisscher from Swiss), B-Vitamin Blend (Vitamins B6 (Pyridoxine Hydrochloride), B5 (Calcium Pantothenate) and B12 (Cyanocobalamin)) and Inositol.

**Caffeine Status:**  
Contains Caffeine

**Gluten Status:**  
Gluten Free

**Kosher Certification:**  
★

#### Nutrition Facts

Serving Size: 2 fl. oz. (60ml)		Servings Per Container: 1	
Amount Per Serving		Calories from 0 cal 0%	
	% Daily Value*		% Daily Value*
Total Fat 0g	0%		
Saturated Fat 0g	0%		
Trans Fat 0g			
Cholesterol 0mg	0%		
Sodium 0mg	0%		
Total Carb. 0g	0%		
Dietary Fiber 0g	0%		
Sugars 0g			
Protein 0g			
Vitamin A	0%	Vitamin C	0%
Calcium	0%	Iron	0%
Vitamin D	100%	Vitamin B12	100%

\* Percent Daily Values are based on a 2,000 calorie diet.

### ENERJI Berry Green Tea Energy Shot



Discover a surge of all-natural energy powered by green tea, ginseng and B-vitamins, plus a tasty hit of sweet berry flavor. ENERJI™ Shots provide a boost of energy so you can be your natural best!

( Buy Online )

Find this product in a store near you:

Price: \$1.11 per shot

#### INGREDIENTS & NUTRITIONAL INFORMATION

**All Natural:**  
Contains no artificial colors, flavors or preservatives.

**Ingredients:**  
Purified Water, Evaporated Cane Juice, Natural Mixed Berry Flavor With Other Natural Flavors, Citric Acid, Green Tea, Green Tea Extract (With Natural Caffeine From Green Tea), Natural Sweetener (Stevia Extract), Nicotin (Nicotinic Acid), Ginseng, B-Vitamin Blend (Vitamins B6 (Pyridoxine Hydrochloride), B5 (Calcium Pantothenate) and B12 (Cyanocobalamin)) and Inositol.

**Caffeine Status:**  
Contains Caffeine

**Gluten Status:**  
Gluten Free

**Kosher Certification:**  
★

#### Nutrition Facts

Serving Size: 1 Shotle (30ml)		Servings Per Container: 1	
Amount Per Serving		Calories from 0 cal 0%	
	% Daily Value*		% Daily Value*
Total Fat 0g	0%		
Saturated Fat 0g	0%		
Trans Fat 0g			
Cholesterol 0mg	0%		
Sodium 0mg	0%		
Total Carb. 0g	0%		
Sugars 0g			
Protein 0g			
Niacin	100%	Vitamin B6	100%
Vitamin B12	100%	Pantothenic Acid	100%

Note: A significant source of saturated fat, cholesterol, dietary fiber, vitamin A, vitamin C, calcium, iron, or protein.  
\*Percent Daily Values are based on a 2,000 calorie diet.

1           7.       This action is not pre-empted by federal law. State law claims based on a food  
2 product's non-conforming, misleading or deceptive label are expressly permitted where, as  
3 here, they impose legal obligations identical to the Food Drug and Cosmetics Act ("FDCA")  
4 of 1938 and corresponding FDA regulations, including FDA regulations concerning naming  
5 and labeling.

6                   **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

7           8.       In recent years, Americans have become increasingly health conscious, with  
8 strong justification. Numerous independent studies have come to the same conclusion: an  
9 informed, healthy, and balanced diet is critical to a long and healthy life.<sup>1</sup> Those same studies  
10 have found that poor dietary habits are one of the leading causes of preventable deaths.

11 Proper dietary habits regarding sugar intake have been found to have a significant correlation  
12 to improving overall health while lessening the risks of diabetes and cardiovascular diseases.  
13 Consequently, maintaining a diet low in sugar has become important to a growing number of  
14 consumers.

15           9.       Celestial is one of the largest specialty tea manufacturers in North America —  
16 serving more than 1.6 billion cups of tea every year and advertising, manufacturing,  
17 distributing, and selling tea infused drinks, energy shots, and sleep aids.

18           10.      To profit from the public's increasing focus on dietary health, Celestial has, at  
19 various times during the class period, advertised, marketed, and placed a label on its  
20 misbranded Class Products, listing either "organic evaporated cane juice" or "evaporated cane  
21 juice" as an ingredient.

22           11.      The Food Drug and Cosmetics Act of 1938 provides the Food and Drug  
23 Administration ("FDA") with the authority to oversee the safety of food, drugs and cosmetics.  
24 21 U.S.C. §301, *et seq.* Pursuant to this authority, the FDA has promulgated regulations and  
25 issued guidance that spell out in painstaking detail how ingredients are to be declared on the  
26 label of foods.

27                   <sup>1</sup> See, e.g., "A Statement for Healthcare Professionals From the Nutrition Committee of the  
28 American Heart Association" <http://circ.ahajournals.org/content/102/18/2284.long>

01 / 019 / 2014

1           12.     If a manufacturer makes a claim on a food label, the label must meet certain  
2 legal requirements that help consumers make informed choices and ensure that they are not  
3 misled. As described more fully below, Defendant has made, and continues to make false and  
4 deceptive claims in violation of federal and California laws that govern the types of  
5 representations that can be made on food labels. These laws recognize that reasonable  
6 consumers are likely to choose products claiming to have a health or nutritional benefit over  
7 otherwise similar food products that do not claim such properties it benefits or that disclose  
8 certain ingredients. More importantly, these laws recognize that the failure to disclose the  
9 presence of risk-increasing ingredients, like sugar, is deceptive because it conveys to  
10 consumers the net impression that a food makes only positive contributions to a diet, or does  
11 not contain any ingredients at levels that raise the risk of diet related disease or health-related  
12 condition.

13           13.     Defendant has made and continues to make, unlawful ingredient claims on the  
14 food labels of its misbranded Class Products that are prohibited under applicable federal and  
15 California laws. Under the FDCA section 403(a), food is considered misbranded if “its  
16 labeling is false or misleading in any particular,” or if it does not contain certain information  
17 on it label or its labeling. 21 U.S.C. § 343(a).

18           14.     Under FDCA, the term “false” has its usual meaning of “untruthful,” while the  
19 term “misleading: is a term of art. Misbranding reaches not only false claims, but those  
20 claims that might be technically true, but still misleading. If any one representation in the  
21 labeling is misleading, the entire food is misbranded. No other statement in the labeling cure  
22 a misleading statement. “Misleading” is judged in reference to “the ignorant, the unthinking  
23 and the credulous who, when making a purchase, do not stop to analyze.” *United States v. El-*  
24 *O-Pathic Pharmacy*, 192 F.2d 62, 75 (9th Cir. 1975). Under the FDCA, it is not necessary to  
25 prove that anyone was actually misled.

26           15.     Defendant’s Class Products are also misbranded under applicable California  
27 state law. Specifically, California’s Sherman Law incorporates “[a]ll food labeling  
28 regulations and any amendments to those regulations adopted pursuant to the FDCA” as “the

01 / 09 / 2014

1 food labeling regulations of this state.” Cal. Health & Saf. Code § 110100(a). “Any food is  
2 misbranded if its labeling does not conform with the requires for nutrient content or health  
3 claims as set forth in Section 403(r) (21 U.S.C. Sec. 343(r)) of the federal act and the  
4 regulations adopted pursuant thereto.” Cal. Health & Saf. Code § 110670. State law claims  
5 based on a food product’s non-conforming, misleading or deceptive label are expressly  
6 permitted when they impose legal obligations identical to the FDCA and corresponding FDA  
7 regulations, including FDA regulations concerning naming and labeling. *In re Farm Raised*  
8 *Salmon Cases*, 42 Cal. 4th 1077, 1094-95 (2008). Celestial’s conduct thus constitutes a  
9 violation of California law for which Plaintiff and class members are entitled to seek redress  
10 under the UCL, CLRA and other California consumer protection statutes.

11 16. By way of this Complaint, Plaintiff seeks to impose requirements that are  
12 identical to and do not exceed the federal requirements. As such, this action is not pre-empted  
13 by federal law. State law claims based on a food product’s non-conforming, misleading or  
14 deceptive label are expressly permitted where, as here, they impose legal obligations identical  
15 to the FDCA and corresponding FDA regulations, including FDA regulations concerning  
16 naming and labeling.

17 17. Defendant has made, and continues to make, false and deceptive claims in its  
18 misbranded Class Products in violation of federal and California laws. In particular,  
19 Defendant has violated federal and California labeling regulations by listing sugar and/or  
20 sugar cane syrup as “organic evaporated cane juice” and “evaporated cane juice.”

21 18. FDA regulations require ingredients to be declared by their common or usual  
22 names. 21 C.F.R. § 101.4(a)(1); 21 C.F.R. § 101.3; 21 C.F.R. § 102.5. According to the  
23 FDA, the term “evaporated cane juice” is not the common or usual name for any type of  
24 sweetener, including sugar or cane products. Sugar or sucrose is defined by regulation in 21  
25 C.F.R. § 101.4(b)(2) and 21 C.F.R. § 184.1854, as the common or usual name for material  
26 obtained from the crystallization from sugar cane or sugar beet juice that has been extracted  
27 by pressing or diffusion, then clarified and evaporated. Cane syrup is defined by regulation in  
28 21 C.F.R. § 168.130. The common or usual name for the solid or dried form of cane syrup is

01 / 09 / 2014

1 “dried cane syrup.” Sugar cane products are required by regulation (21 C.F.R. § 101.4) to be  
2 described by their common or usual names, sugar (21 C.F.R. § 101.4(b)(20) and 21 C.F.R. §  
3 184.1854) or cane syrup (21 C.F.R. § 168.1340).

4 19. Furthermore, in 2009 the FDA issued its Guidance to the Industry regarding  
5 ingredients declared as evaporated cane juice.<sup>2</sup> In its Guidance, the FDA advised the food  
6 industry not to list “evaporated cane juice” as an ingredient on product labels “because that  
7 term falsely suggests that the sweeteners are juice.” Nevertheless, Celestial has made, and  
8 continues to make, false, and deceptive claims on its misbranded Class Products in violation  
9 of federal and California laws that govern the types of representations that can be made on  
10 food labels.

11 20. Defendant’s violations of the law include, but not limited to, the illegal  
12 advertising, marketing, distribution, delivery, and sale of Celestial’s misbranded Class  
13 Products to consumers in California and throughout the United States. As such, Celestial’s  
14 misbranded Class Products cannot legally be manufactured, advertised, distributed, held, or  
15 sold.

16 21. On behalf of the class, Plaintiff seeks an injunction requiring Defendant to  
17 cease circulation of the misbranded Class Products and an award of damages to the Class  
18 Members, together with costs and reasonable attorneys’ fees.

#### 19 JURISDICTION AND VENUE

20 22. This class action is brought pursuant to California Code of Civil Procedure  
21 section 382. The damages and restitution sought by Plaintiff exceeds the minimal jurisdiction  
22 limits of the Superior Court and will be established according to proof at trial.

23 23. This Court has jurisdiction over this action pursuant to the California  
24 Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction in  
25 all causes except those given by statute to other courts.” The statutes under which this action

26 <sup>2</sup> Guidance for Industry: Ingredients declared as Evaporated Cane Juice; Draft Guidance (Oct.  
27 2009) available at  
28 <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/LabelingNutrition/ucm181491.htm> (last visited Apr 9, 2013).

1 is brought do not specify any other basis for jurisdiction.

2 24. This Court has jurisdiction over the Defendant because, upon information and  
3 belief, Defendant has sufficient minimum contacts in California, or otherwise intentionally  
4 avails itself of the California market so as to render the exercise of jurisdiction over it by the  
5 California courts consistent with traditional notions of fair play and substantial justice.

6 25. Venue is proper in this Court because, upon information and belief, Defendant  
7 resides and transacts business in this County and the acts and omissions alleged herein took  
8 place in this County.

9 **THE PARTIES**

10 26. Plaintiff Jennifer Shaouli is a citizen and resident of the State of California,  
11 County of Los Angeles.

12 27. Defendant THE HAIN CELESTIAL GROUP, INC., d/b/a CELESTIAL  
13 SEASONINGS, INC., is a Delaware corporation with its principal office at 1111 Marcus  
14 Avenue, Lake Success, New York 11042.

15 28. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
16 acts and omissions alleged herein was performed by, or is attributable to, THE HAIN  
17 CELESTIAL GROUP, INC., d/b/a CELESTIAL SEASONINGS, INC. and/or its employees,  
18 agents, and/or third parties acting on its behalf, each acting as the agent for the other, with  
19 legal authority to act on the other's behalf. The acts of any and all of Defendant's employees,  
20 agents, and/or third parties acting on its behalf, were in accordance with, and represent, the  
21 official policy of Defendant.

22 29. Plaintiff is informed and believes, and thereon alleges, that said Defendant is in  
23 some manner intentionally, negligently, or otherwise responsible for the acts, omissions,  
24 occurrences, and transactions of each and all its employees, agents, and/or third parties acting  
25 on its behalf, in proximately causing the damages herein alleged.

26 30. At all relevant times, Defendant ratified each and every act or omission  
27 complained of herein. At all relevant times, Defendant, aided and abetted the acts and  
28 omissions as alleged herein.

01 / 09 / 2014



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

**PLAINTIFF'S FACTS**

21. Plaintiff Jennifer Shaouli is a health-conscious person with a history of diabetes in her family who routinely purchases and pays a premium for products advertised to be healthy and/or low in sugar.

22. Plaintiff regularly purchased the Class Products, including, but not limited to, Enerji Citrus Green Tea Energy Shot, Enerji Citrus Green Tea Energy Shot, and Enerji Pomegranate Xtreme Green Tea Energy Shot, approximately two to three times per week between August and December of 2013. During this time period Plaintiff purchased the Class Products from various Whole Foods Market grocery stores located in and around Beverly Hills, California.

23. Plaintiff read and relied upon the ingredients listed on the Class Products at the time of purchase, and selected Celestial products over other less expensive alternatives because she believed the Class Products contained lesser amounts of sugar and was healthier for her.

24. Had Celestial properly marketed, advertised, and labeled the Class Products as containing sugar, cane sugar, cane syrup, and/or dried cane syrup, Plaintiff would not have purchased the product, would have purchased less of the product, and/or would have paid less for the product.

20  
21  
22  
23  
24  
25  
26  
27  
28

**CLASS ACTION ALLEGATIONS**

25. Plaintiff brings this action, on behalf of herself and all others similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

26. The class Plaintiff seeks to represent (the "Class") is defined as follows:

All persons in the United States who, within the last four years, purchased Defendant's Class Products labeled with the ingredient, "evaporated cane juice" or "organic evaporated cane juice." ("Class Members").

27. As used herein, the term "Class Members" shall mean and refer to the members of the Class described above.

28. Excluded from the Class are Celestial, its affiliates, employees, agents, and

1 attorneys, and the Court.

2 39. Plaintiff reserves the right to amend the Class, and to add additional subclasses,  
3 if discovery and further investigation reveals such action is warranted.

4 40. There is a well-defined community of interest in the litigation and the class is  
5 readily ascertainable:

6 (a) Numerosity: Upon information and belief, the members of the class  
7 (and subclass) are so numerous that joinder of all members would be  
8 unfeasible and impractical.

9 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately  
10 protect the interests of each Class Member with whom she has a well-  
11 defined community of interest, because Plaintiff bought Celestial's  
12 misbranded Class Products during the Class Period. Celestial's  
13 unlawful, unfair and/or fraudulent actions concerns the same business  
14 practices described herein irrespective of where they occurred or were  
15 experiences. Plaintiff's claims (or defenses, if any) are typical of all  
16 Class Members as demonstrated herein.

17 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately,  
18 protect the interests of each class member with whom she has a well-  
19 defined community of interest and typicality of claims, as demonstrated  
20 herein. Plaintiff acknowledges that she has an obligation to make  
21 known to the Court any relationship, conflicts or differences with any  
22 class member. Plaintiff's attorneys, the proposed class counsel, are  
23 versed in the rules governing class action discovery, certification and  
24 settlement. Plaintiff has incurred, and throughout the duration of this  
25 action, will continue to incur costs and attorneys' fees that have been,  
26 are and will be necessarily expended for the prosecution of this action  
27 for the substantial benefit of each class member.

28 (d) Superiority: The nature of this action makes the use of class action

1 adjudication superior to other methods. A class action will achieve  
2 economies of time, effort and expense as compared with separate  
3 lawsuits, and will avoid inconsistent outcomes because the same issues  
4 can be adjudicated in the same manner and at the same time for the  
5 entire class.

6 41. There are common questions of law and fact as to the class members that  
7 predominate over questions affecting only individual members, including but not limited to:

- 8 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business  
9 practices by failing to properly package and label its food products it  
10 sold to consumers;
- 11 (b) Whether the Class Products at issue were misbranded as a matter of law;
- 12 (c) Whether Defendant made unlawful and misleading "evaporated cane  
13 juice" claims with respect to the Class Products sold to consumers;
- 14 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*  
15 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and California Civ.  
16 Code § 1750, *et seq.*;
- 17 (e) Whether Plaintiff and Class Members are entitled to equitable and/or  
18 injunctive relief;
- 19 (f) Whether Defendant's unlawful, unfair, and/or deceptive practices  
20 harmed Plaintiff and Class Members; and
- 21 (g) The method of calculation and extent of damages for Plaintiff and Class  
22 Members

23 **FIRST CAUSE OF ACTION**

24 **Violation of Unfair Business Practices Act**

25 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

26 42. Plaintiff incorporates by reference each allegation set forth above.

27 43. California Business and Professions Code Section 17200, *et seq.* prohibits "any  
28 unlawful, unfair or fraudulent business act or practice."

01 / 09 / 2014

1           44. As set forth above, under FDA regulations wholly adopted by California's  
2 Sherman Act, sugar cane products must be declared by their common or usual name including,  
3 sugar, cane sugar, cane syrup, and/or dried cane syrup. Instead, Celestial misbrands the Class  
4 Products as containing "organic evaporated cane juice" or "evaporated cane juice" as an  
5 ingredient on product labels, falsely suggesting that the sweetener is a juice, in violation of  
6 California Sherman Act's advertising and misbranded food provisions. The declaration that  
7 the Class Products contain "organic evaporated cane juice" or "evaporated cane juice" is  
8 therefore an "unlawful" business practice or act under Business and Professions Code Section  
9 17200 *et seq.*

10           45. Celestial's declaration that its Class Products contain "organic evaporated cane  
11 juice" or "evaporated cane juice" in its advertising, marketing, packaging, and labeling, as set  
12 forth herein, also constitutes an "unfair" business act or practice within the meaning of  
13 California Business and Professions Code sections 17200 *et seq.*, because any utility for  
14 Celestial's conduct is outweighed by the gravity of the consequences to Plaintiff and Class  
15 Members and because the conduct offends public policy.

16           46. In addition, Celestial's declaration that its Class Products contain "organic  
17 evaporated cane juice" or "evaporated cane juice" in its advertising, marketing, packaging,  
18 and labeling constitutes a "fraudulent" business practice or act within the meaning of Business  
19 and Professions Code Section 17200 *et seq.* The applicable food labeling regulations are  
20 carefully crafted to require that sugar cane products be declared by their common or usual  
21 names to protect the consuming public from being deceived. Celestial's non-compliant  
22 advertising, marketing, packaging, and labeling declaring that the Class Products contain  
23 "organic evaporated cane juice" or "evaporated cane juice" poses the very risk of deception  
24 the regulations were promulgated to protect against.

25           47. Moreover, there were reasonable alternatives available to Celestial to further its  
26 legitimate business interests, other than the conduct described herein. For example, Celestial  
27 could have complied with FDA requirements by declaring the inclusion of a sugar cane  
28 product by their common or usual name including, sugar, cane sugar, cane syrup, and/or dried

1 cane syrup product.

2 48. Celestial used misbranded advertising, marketing, packaging, and labeling to  
3 induce Plaintiff and Class Members to purchase its Class Products. Had Celestial not  
4 misbranded its Class Products as containing “organic evaporated cane juice” or “evaporated  
5 cane juice” in its advertising, marketing, packaging, and labeling, Plaintiff and Class Members  
6 would not have purchased the product, would have purchased less of the product and/or would  
7 have paid less for the product. Celestial’s conduct therefore caused and continues to cause  
8 economic harm to Plaintiff and Class Members.

9 49. Celestial has thus engaged in unlawful, unfair, and fraudulent business acts  
10 entitling Plaintiff and Class Members to judgment and equitable relief against Celestial, as set  
11 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code  
12 section 17203, Plaintiff and Class Members seek an order requiring Celestial to immediately  
13 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Celestial  
14 to correct its actions.

15 **SECOND CAUSE OF ACTION**

16 **Violation of the California False Advertising Act**

17 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

18 50. Plaintiff incorporates by reference each allegation set forth above.

19 51. Pursuant to California Business and Professions Code section 17500, *et seq.*, it  
20 is unlawful to engage in advertising “which is untrue or misleading, and which is known, or  
21 which by the exercise of reasonable care should be known, to be untrue or misleading.”

22 52. As explained above, Celestial misbrands the Class Products as containing  
23 “organic evaporated cane juice” or “evaporated cane juice” as an ingredient on product labels,  
24 falsely suggesting that the sweetener is a juice.

25 53. As also explained above, the applicable food labeling regulations are carefully  
26 crafted to protect the consuming public from being deceived. Celestial’s non-compliant  
27 advertising, marketing, packaging, and labeling declaring that the Class Products contain  
28 “organic evaporated cane juice” or “evaporated cane juice” poses the very risk of deception

01 / 09 / 2014

1 the regulations were promulgated to protect against.

2 54. Celestial is a multi-million dollar company advised by skilled counsel who, on  
3 information and belief, are or by the exercise of reasonable care should be aware of the  
4 governing regulations and their purpose, and the fact that the labels on the Class Products do  
5 not comply with them.

6 55. Celestial's use of the misbranded labels on the Class Products therefore  
7 constitutes untrue and/or misleading advertising within the meaning of Business and  
8 Professions Code Section 17500 *et seq.*

9 56. Plaintiff, individually and on behalf of all others similarly situated, demands  
10 judgment against Celestial for restitution, disgorgement, injunctive relief, and all other relief  
11 afforded under Business & Professions Code section 17500, plus interest, attorneys' fees, and  
12 costs.

13 **THIRD CAUSE OF ACTION**

14 **Violation of the Consumers Legal Remedies Act**

15 **(Cal. Civil Code §§ 1750 *et seq.*)**

16 57. Plaintiff incorporates by reference each allegation set forth above.

17 58. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
18 California Civil Code Sections 1750 *et seq.* ("CLRA").

19 59. The CLRA has adopted a comprehensive statutory scheme prohibiting various  
20 deceptive practices in connection with the conduct of a business providing goods, property, or  
21 services to consumers primarily for personal, family or household purposes. The self-  
22 declared purposes of the act are to protect consumers against unfair and deceptive business  
23 practices and to provide efficient and economical procedures to secure such protection.

24 60. The defendant named herein is a "person" as defined by Civil Code section  
25 1761(c) because it is a corporation and/or company as set forth above.

26 61. Plaintiff and Class Members are "consumers" within the meaning of Civil Code  
27 section 1761(d) because they are individuals who purchased the products at issue in this  
28 complaint for personal and/or household use, i.e. the Class Products.

01 / 09 / 2014

1           62.    The Class Products are “goods” within the meaning of California Civil Code  
2 section 1761 (a) in that they are tangible products bought by Plaintiff and Class Members for  
3 personal, family, and/or household use.

4           63.    Plaintiff’s and Class Members’ payments for the goods of the Class Products  
5 are “transaction[s]” as defined by Civil Code section 1761 (e) because Celestial entered into  
6 an agreement to sell those products in exchange for Plaintiff’s and Class Members’ monetary  
7 compensation.

8           64.    Plaintiff has standing to pursue this claim as she has suffered injury in fact and  
9 has lost money as a result of Celestial’s actions as set forth herein. Specifically, Plaintiff  
10 purchased the Class Products on various occasions. Had Celestial not marketed, advertised or  
11 included the offending labels on its Class Products, Plaintiff would not have purchased the  
12 product, would have purchased less of the product and/or would have paid less for the  
13 product.

14           65.    Section 1770(a)(5) of the CLRA prohibits anyone from “[r]epresenting that  
15 goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
16 quantities which they do not have . . . .” As discussed above, Celestial misbrands the Class  
17 Products as containing “organic evaporated cane juice” or “evaporated cane juice” as an  
18 ingredient on product labels, falsely suggesting that the sweetener is a juice, in violation of  
19 California Sherman Act’s advertising and misbranded food provisions. As a result, by  
20 marketing, advertising, and employing the misbrand labels on its Class Products, Celestial  
21 effectively represented that its products has sponsorship, approval, characteristics, ingredients,  
22 uses and benefits which it does not have under the governing law.

23           66.    Section 1770(a)(7) of the CLRA prohibits anyone from “[r]epresenting that  
24 goods or services are of a particular standard, quality, or grade, or that goods are of a  
25 particular style or model, if they are of another.” By marketing, advertising, and employing  
26 the misbrand labels on its Class Products, Celestial similarly represented its juice to be of a  
27 particular standard, quality or grade which it is not under the governing law.

28           67.    Section 1770(a)(9) of the CLRA prohibits anyone from “[a]dvertising goods or

01 / 09 / 2014

1 services with intent not to sell them as advertised.” As noted above, Celestial is a multi-  
2 million dollar company advised by skilled counsel who, on information and belief, are or by  
3 the exercise of reasonable care should be aware of the governing regulations and their  
4 purpose, and the fact that the labels on its Class Products, declaring that it contains “organic  
5 evaporated cane juice” or “evaporated cane juice,” does not comply with them. By  
6 introducing its Class Products with non-compliant labels into the stream of commerce  
7 notwithstanding this knowledge, Celestial thus intentionally sold a misbranded product.

8 68. Pursuant to section 1782 of the CRLA, Plaintiff notified Celestial in writing of  
9 the particular violations of section of the CLRA and demanded that Celestial rectify the  
10 problems associated with the behavior detailed above, which acts and practices are in  
11 violation of Civil Code section 1770.

12 69. Celestial failed to adequately respond to Plaintiff’s above-described demands  
13 and failed to give notice to all affected consumers, pursuant to Civil Code section 1782.

14 70. Plaintiff has filed concurrently herewith the declaration of venue required by  
15 Civil Code section 1780(d).

16 71. Plaintiff seeks an order enjoining the act and practices described above,  
17 restitution of property, and any other relief that the court deems proper.

18 72. Currently, pursuant to California Civil Code 1782(d), with respect only to  
19 Plaintiff’s CLRA claim, Plaintiff only seeks equitable and injunctive relief through the CLRA  
20 and not actual damages via the CLRA. Upon Celestial’s failure to rectify or agree to  
21 adequately rectify the problems associated with the actions detailed above, Plaintiff will  
22 amend her complaint to additionally seek damages, restitutionary relief, punitive damages,  
23 attorneys’ fees and costs, and any other relief available under section 1780(a) of the CRLA.

#### 24 **FOURTH CAUSE OF ACTION**

##### 25 **Negligent Misrepresentation**

26 73. Plaintiff incorporates by reference each allegation set forth above.

27 74. Celestial owed a duty to Plaintiff and Class Members to exercise reasonable  
28 care in making representations about its Class Products which it offered for sale to consumers.

01/09/2014





1 contractual and other legal obligations and fully complied with all conditions precedent to  
2 bringing this action or all such obligations or conditions are excused.

3 **REQUEST FOR JURY TRIAL**

4 84. Plaintiff requests a trial by jury as to all claims so triable.

5 **PRAYER FOR RELIEF**

6 85. Plaintiff, on behalf of herself and the Class, requests the following relief:

- 7 (a) An order certifying the Class and appointing Plaintiff as Representative  
8 of the Class;
- 9 (b) An order certifying the undersigned counsel as Class Counsel;
- 10 (c) A declaratory judgment that the labels on Celestial's Class Products are  
11 unlawful;
- 12 (d) An order requiring Celestial, at its own cost, to notify all Class  
13 Members of the unlawful and deceptive conduct herein;
- 14 (e) An order requiring Celestial to change the product packaging for its  
15 Class Products such that it complies with all applicable food labeling  
16 rules and regulations;
- 17 (f) An order requiring Celestial to engage in corrective advertising  
18 regarding the conduct discussed above;
- 19 (g) Actual damages suffered by Plaintiff and Class Members as applicable  
20 or full restitution of all funds acquired from Plaintiff and Class  
21 Members from the sale of misbranded Class Products during the  
22 relevant class period;
- 23 (h) Punitive damages, as allowable, in an amount determined by the Court  
24 or jury;
- 25 (i) Any and all statutory enhanced damages;
- 26 (j) All reasonable and necessary attorneys' fees and costs provided by  
27 statute, common law or the Court's inherent power;
- 28 (k) Pre- and post-judgment interest; and

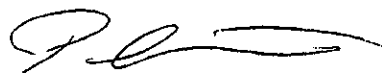
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

(l) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

Dated: January 7, 2014

Respectfully submitted,

**Law Office of L. Paul Mankin, IV**

By: 

L. Paul Mankin, IV

Attorneys for Plaintiff Jennifer Shaouli

01 / 09 / 2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Paul Mankin, IV. (SBN 264038)  
The Law Offices of L. Paul Mankin, IV  
8730 Wilshire Blvd., Suite 310  
Beverly Hills, CA 90211  
TELEPHONE NO.: (310) 776-6336 FAX NO.: (323) 207-3885  
ATTORNEY FOR (Name): Plaintiff JENNIFER SHAOULI

FOR COURT USE ONLY  
**FILED**  
Superior Court Of California  
County Of Los Angeles  
JAN 08 2014  
Sherri R. Carter, Executive Officer/Clerk  
By: [Signature] Deputy  
Amber Hayes

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

CASE NAME:  
Shaouli, Jennifer, et al. v. The Hain Celestial Group, Inc., et al.

**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: **BC532667**  
JUDGE:  
DEPT:

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

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <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) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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): Five; Unfair Business Practices
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: 1/7/2014  
Paul Mankin, IV  
(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.

## 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  
Other PI/PD/WD

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

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

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

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition Partnership and Corporate Governance (21)

Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

SHORT TITLE: Jennifer Shaouli, et. al. v. The Hain Celestial Group, Inc.,

CASE NUMBER BC932667

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

This form is required pursuant to 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 2-4  HOURS/  DAYS

**Item II.** Indicate 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 Local Rule 2.0.

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

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 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.

Auto Tort  
 Other Personal Injury/Property Damage/Wrongful Death Tort

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons See Step 3 Above
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.
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., 4.
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE: Jennifer Shaouli, et. al. v. The Hain Celestial Group, Inc.,	CASE NUMBER
---	-------------

**Non-Personal Injury/ Property Damage/ Wrongful Death Tort**

**Employment**

**Contract**

**Real Property**

**Unlawful Detainer**

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	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	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
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	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
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-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Jennifer Shaouli, et. al. v. The Hain Celestial Group, Inc.,

CASE NUMBER

Judicial Review

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
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.
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: Jennifer Shaouli, et. al. v. The Hain Celestial Group, Inc.,	CASE NUMBER
--	-------------

**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.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" 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.		ADDRESS: 9754 Donington Place
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90210

**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 Central courthouse in the West District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: January 7, 2014

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**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, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
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.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION