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11 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

12 COUNTY OF LOS ANGELES

13 GINA PARK, Individually and On Behalf
14 of All Others Similarly Situated,

15 Plaintiff,

16 v.

17 KNUDSEN & SONS, INC., an Ohio
18 corporation, and DOES 1 through 10,
19 inclusive,

20 Defendants.

Case No.:

BC556802

CLASS ACTION COMPLAINT FOR:

- (1) Violation of Unfair Competition Law
(Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
- (2) Violation of False Advertising Law
(Cal. Bus. & Prof. Code §§ 17500, *et seq.*);
- (3) Violation of Consumers Legal
Remedies Act (Cal. Civ. Code §§ 1750,
et seq.);
- (4) Negligent Misrepresentation; and,
- (5) Breach of Quasi-Contract.

DEMAND FOR JURY TRIAL

RECEIPT #: CCH195707069
DATE PAID: 09/05/14 03:36 PM
PAYMENT: \$1,435.00 310
RECEIVED:
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CLASS ACTION COMPLAINT

FILED
Superior Court of California
County of Los Angeles

SEP 05 2014

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

09/05/2014

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CLASS ACTION COMPLAINT

Plaintiff alleges as follows upon personal knowledge as to herself and her own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by her attorneys.

1. Plaintiff GINA PARK ("Plaintiff") brings this class action Complaint against Defendant KNUDSEN & SONS, INC. ("Defendant") to stop Defendant's practice of releasing misbranded products into the stream of commerce and to obtain redress for all California residents injured by this conduct.

2. Specifically, this action arises out of unlawful "No Sugar Added" statements placed by Defendant on the labels and/or packaging of certain 100% juice products manufactured and sold by Defendant under the R.W. Knudsen brand. Food and Drug Administration ("FDA") regulations promulgated pursuant to the Food, Drug, and Cosmetics Act of 1938 ("FDCA") specify the precise nutrient content claims concerning sugar that may be made on a food label. 21 C.F.R. § 101, Subpart D. Defendant's "No Sugar Added" labels fail to comply with these requirements, as set forth below. As a result, Defendant has violated California's Sherman Law and California's consumer protection statutes, which wholly adopt the federal requirements.

3. This action is not pre-empted by federal law. State law claims based on a food product's non-conforming, misleading, or deceptive label are expressly permitted where, as here, they impose legal obligations identical to the FDCA and corresponding FDA regulations, including FDA regulations concerning naming and labeling.

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

4. In the United States more than one-third of adults are obese, and approximately seventeen percent of children and adolescents are obese.¹ The obesity epidemic has been fueled, in part, by increased consumption of foods high in sugar, including fruit drinks.² Obesity and excess sugar consumption, in turn, have been linked to a variety of health problems, including, but not limited to, heart disease, tooth decay and diabetes. As a result, consumers have become increasingly sugar conscious.

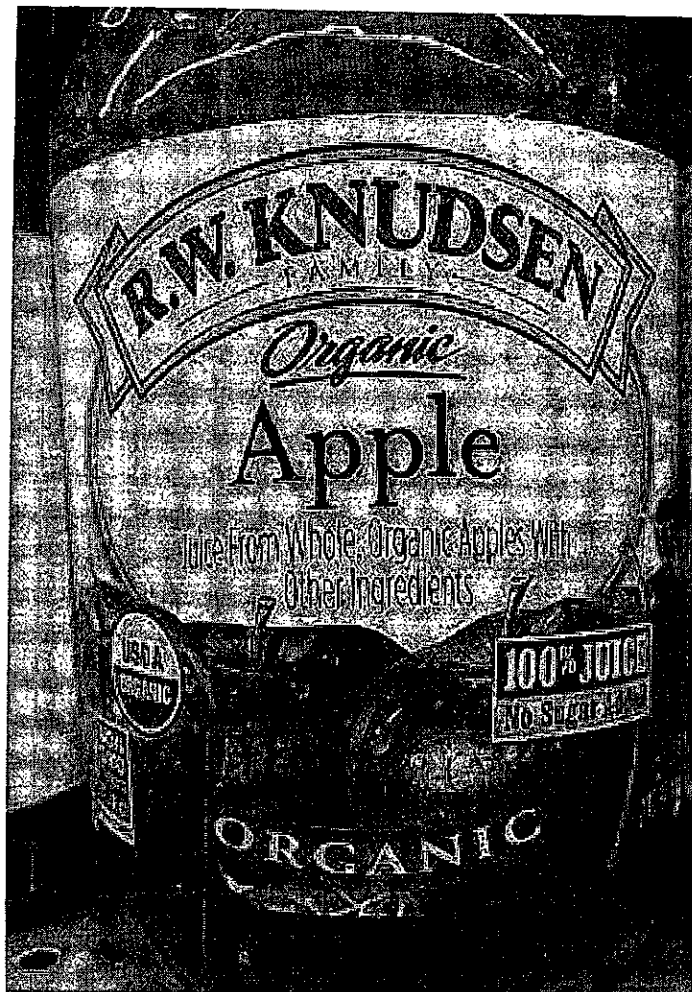
5. Defendant is one of the country's most widely-distributed fruit juice manufacturers.

6. To profit from the public's well-placed increasing focus on sugar consumption, Defendant has prominently featured a "No Sugar Added" statement on the label of a number of its 100% juice products. The image below³ depicts the "No Sugar Added" statement as featured on the label of Defendant's "Organic Apple" juice and is identical or substantially similar to the label of the other offending juice products that are the subject of this Complaint (the offending labels at issue in this Complaint, including, but not limited to, the "Organic Apple" juice label depicted below, shall hereinafter be collectively referred to as the "No Sugar Added Label"):

¹ See *Overweight and Obesity Data and Statistics*, Centers for Disease Control and Prevention, available on the web at <http://www.cdc.gov/obesity/data/index.html>.

² See *Accelerating Progress in Obesity Prevention: Solving the Weight of the Nation*, Institute of Medicine of the National Academies (2012), available on the web at http://www.nap.edu/openbook.php?record_id=13275&page=53.

³ Image of product as stocked on shelf of a Whole Foods market in Los Angeles.



7. The FDCA provides the FDA with the authority to oversee the safety of food, drugs, and cosmetics. 21 U.S.C. § 301, *et seq.* Pursuant to this authority, the FDA has promulgated regulations that spell out in painstaking detail what nutrient content claims may be made on food labels, and how they must be presented. The FDA regulations concerning nutrient content claims provide, in pertinent part:

(a) This section and the regulations in subpart D of this part apply to foods that are intended for human consumption and that are offered for sale, including conventional foods and dietary supplements.

1 (b) A claim that expressly or implicitly characterizes the level of a nutrient
2 of the type required to be in nutrition labeling under 101.9 or under 101.36
3 (that is, a nutrient content claim) may not be made on the label or in
4 labeling of foods unless the claim is made in accordance with this
regulation and with the applicable regulations in subpart D of this part or in
part 105 or part 107 of this chapter.

5 (1) **An expressed nutrient content claim is any direct statement about**
6 **the level (or range) of a nutrient in the food, e.g., "low sodium" or**
7 **"contains 100 calories."**

8 (2) An implied nutrient content claim is any claim that:

9 (i) Describes the food or an ingredient therein in a manner that suggest that
10 a nutrient is absent or present in a certain amount (e.g., "high in oat bran");
or

11 (ii) Suggests that the food, because of its nutrient content, may be useful in
12 maintaining healthy dietary practices and is made in association with an
13 explicit claim or statement about a nutrient (e.g., "healthy, contains 3 grams
(g) of fat").

14 21 C.F.R., Subpart A, § 101.13(a)-(b)(ii) (emphasis added).

15 8. 21 C.F.R. Section 101, Subpart D, in turn, regulates nutrient content claims
16 regarding sugar and specifically provides that the phrase "No Sugar Added" may not be made
17 on a food product at all unless the food that it resembles and for which it substitutes normally
18 contains added sugars, and further provides that even when permissible such a claim must be
19 accompanied by a disclaimer stating that the product is not a low or reduced calorie food (unless
20 it qualifies as such) and directing consumers' attention to the nutrition panel for further
21 information on sugar and calorie content:
22

23 (c) Sugar content claims...

24 (2) **The terms "no added sugar," "without added sugar," or "no sugar**
25 **added" may be used only if:**

26 (i) No amount of sugars, as defined in 101.9(c)(6)(ii), or any other
27 ingredient that contains sugars that functionally substitute for added sugars
28 is added during processing or packaging; and

1 (ii) The product does not contain an ingredient containing added sugars
2 such as jam, jelly, or concentrated fruit juice; and

3 (iii) The sugars content has not been increased above the amount present in
4 the ingredients by some mean such as the use of enzymes, except where the
5 intended functional effect of the process is not to increase the sugars
6 content of a food, and a functionally insignificant increase in sugars results;
7 and

8 (iv) The food that it resembles and for which it substitutes normally
9 contains added sugars; and

10 (v) The product bears a statement that the food is not "low calorie" or
11 "calorie reduced" (unless the food meets the requirements for a "low"
12 or "reduced calorie" food) and that directs consumers' attention to the
13 nutrition panel for further information on sugar and calorie content.

14 21 C.F.R 101, Subpart D, §101.60(c)(2) (emphasis added).

15 9. A food product with a reference amount customarily consumed ("RACC") of
16 greater than 30 grams is considered to be "low calorie" only if it does not provide more than 40
17 calories per RACC. 21 C.F.R. § 101.60(b)(2)(i)(A). A food product is considered to be "calorie
18 reduced" only when it contains at least twenty-five percent fewer calories per RACC than an
19 appropriate reference food as described in Section 101.13(j)(1). *Id.* at §101.60(b)(4)(i). Under
20 Section 101.13(j)(1), an appropriate reference food for a reduced calorie claim is a similar
21 competing product, such as one brand of potato chips compared to another; the manufacturer's
22 regular product, such as the original manufacturer's product compared to a reformulated version
23 of the same product; or an appropriate representative value for that type of food from, among
24 other things, a valid database.

25 10. These regulations are carefully crafted to require that nutrient content claims
26 concerning the presence, and addition, of sugars in food products be presented in a qualified and
27 contextualized manner so that consumers are not misled. The FDA has explained: "In
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1 implementing the guidelines, the purpose of the 'no added sugar' claim is to present consumers
2 with information that allows them to differentiate between similar foods that would normally be
3 expected to contain added sugars, with respect to the presence or absence of added sugars.
4 Therefore, the 'no added sugar' claim is not appropriate to describe foods that do not normally
5 contain added sugars." 58 Fed. Reg. 2302, 2327 (Jan. 6, 1993). The FDA goes on to cite fruit
6 juices as an example of a food group for which "no added sugar" claims are inappropriate due to
7 their "substantial inherent sugar content." *Id.*

9 11. Defendant's products are offered in super markets throughout this country, yet its
10 products featuring the statement "No Sugar Added" do not conform with the FDCA
11 requirements and related regulations.

12 12. For example, Defendant's "Organic Apple" juice (depicted above) prominently
13 features the statement "No Sugar Added" on its front label, notwithstanding the fact that there is
14 no food that Defendant's "Organic Apple" juice resembles and for which it substitutes that
15 normally contains added sugars. The most closely related food product - other brands of apple
16 juice - generally do not contain added sugars either, due to the substantial inherent sugar content
17 of apple juice. As a result, the use of the No Sugar Added Label on Defendant's "Organic
18 Apple" juice is inappropriate and in violation of 21 C.F.R 101, Subpart D, Section
19 101.60(c)(2)(iv).

20 13. Alternatively, even if it was permissible to place a "No Sugar Added" statement
21 on Defendant's "Organic Apple" juice, Defendant's label would still violate the law because it
22 does not contain the required disclaimer. Defendant's "Organic Apple" juice contains 120
23 calories per eight ounce serving and is neither a low or reduced calorie food under the
24 governing regulations. Therefore, Defendant's "Organic Apple" juice must, at a minimum, bear
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1 a disclaimer stating that it is not a low or reduced calorie food and directing consumers'
2 attention to the nutrition panel for further information on sugar and calorie content.
3 Defendant's failure to include a statement to this effect violates 21 C.F.R 101, Subpart D,
4 Section 101.60(c)(2)(v).

5
6 14. In addition to Defendant's "Organic Apple" juice, the other 100% juice products
7 listed below and sold by Defendant under the R.W. Knudsen brand bear a "No Sugar Added"
8 statement which they are not legally permitted to bear because they do not resemble and
9 substitute for products that normally contain added sugars, or alternatively, because they do not
10 contain the disclaimer required of products that do not qualify as low or reduced calorie foods.
11 These products include R.W. Knudsen "Organic Blueberry Nectar," "Organic Blueberry
12 Pomegranate," "Organic Concord Grape," "Organic Cranberry," "Organic Cranberry
13 Blueberry," "Organic Cranberry Pomegranate," "Organic Grapefruit," "Organic Mango Nectar,"
14 "Organic Orange Carrot," "Organic Pear," "Organic Pineapple," "Organic Prune," "Natural
15 Apricot Nectar," "Natural Cherry Cider," "Natural Cranberry Nectar," "Natural Cranberry
16 Raspberry," "Natural Grapefruit," "Natural Kiwi Strawberry," "Natural Mango Peach," "Natural
17 Apple," "Natural Orange," "Natural Papaya Nectar," "Natural Peach Nectar," "Natural
18 Pineapple Coconut," "Natural Razzleberry," and, "Natural Rio Red Grapefruit." R.W. Knudsen
19 "Organic Apple" juice and the above products shall hereinafter be referred to collectively as the
20 "Knudsen Products."⁴

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24 15. Importantly, the design and placement of the "No Sugar Added" statement is
25 identical on all of the Knudsen products. As with the "No Sugar Added" statement on the
26 "Organic Apple" juice label depicted above, the "No Sugar Added" statement on the other
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28 ⁴ Images and descriptions of the Knudsen Products can be found on the Knudsen website
located at <http://www.rwknudsenfamily.com/>.

1 Knudsen Products appears in a rectangular box of the same size, at the same angle and in the
2 same place (*i.e.*, slightly slanted along the bottom right portion of the label), and is accompanied
3 by the phrase "100% JUICE" placed above the statement within the same box. The only
4 difference in the design of the box in which the statement appears, of which Plaintiff is aware, is
5 that on the "Organic" juice labels the background colors within the box are green and yellow,
6 and on the "Natural" juice labels they are red and green. In addition, the design of the overall
7 labels for the Knudsen Products is substantially similar. Like the "Organic Apple" juice
8 depicted above, the other Knudsen Products use the same basic template with the "R.W.
9 KNUDSEN" banner curved across the top of the label, the word "ORGANIC" or "NATURAL"
10 curved across the bottom of the label, the name of the particular juice in the middle (*i.e.*, Apple,
11 Concord Grape, ect.), and images of the fruit(s) from which the juice is derived.

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13
14 16. The Knudsen Products with No Sugar Added Label are misbranded products
15 under applicable California law. By way of this Complaint, Plaintiff seeks to impose
16 requirements that are identical to and do not exceed the federal requirements.

17
18 17. Specifically, California's Sherman Law incorporates "[a]ll food labeling
19 regulations and any amendments to those regulations adopted pursuant to the FDCA" as "the
20 food labeling regulations of this state." Cal. Health & Saf. Code § 110100(a).

21
22 18. Moreover, the Sherman Law adopts and incorporates specific federal food laws
23 and regulations. Under California's Sherman Law, "[a]ny food is misbranded if its labeling
24 does not conform with the requirements for nutrient content or health claims as set forth in
25 Section 403(r) (21 U.S.C. Sec. 343(r)) of the federal act and the regulations adopted pursuant
26 thereto." Cal. Health & Saf. Code § 110670. Similarly, a food product is "misbranded if its
27 labeling does not conform with the requirements for nutrition labeling as set forth in Section
28

1 403(q) (21 U.S.C. § 343(q)) of the federal act and the regulations adopted pursuant thereto."
2 Cal. Health & Saf. Code § 110665. A food product is misbranded if words, statements, and
3 other information required by the Sherman Law to appear on its labeling are either missing or
4 not sufficiently conspicuous. Cal. Health & Saf. Code § 110705. Finally, the Sherman Law
5 provides that "any food is misbranded if its labeling is false or misleading in any particular."
6 Cal. Health & Saf. Code § 110660.
7

8 19. State law claims based on a food product's non-conforming, misleading, or
9 deceptive label are expressly permitted when they impose legal obligations identical to the
10 FDCA and corresponding FDA regulations, including FDA regulations concerning naming and
11 labeling. *In re Farm Raised Salmon Cases*, 42 Cal. 4th 1077, 1094-95 (2008). Defendant's
12 conduct thus constitutes a violation of California law for which Plaintiff and class members are
13 entitled to seek redress under the Unfair Competition Law ("UCL"), Consumers Legal
14 Remedies Act ("CLRA"), and other California consumer protection statutes.
15

16 20. On behalf of the class, Plaintiff seeks an injunction requiring Defendant to cease
17 circulation of misbranded beverage products and an award of damages to the class members,
18 along with costs and reasonable attorneys' fees.
19

20 PARTIES

21 21. Plaintiff GINA PARK is a citizen and resident of the State of California, County
22 of Los Angeles.
23

24 22. Defendant KNUDSEN & SONS, INC. is an Ohio corporation with its principal
25 office located in Chico, California.

26 23. Plaintiff is informed and believes, and thereon alleges, that each and all of the
27 acts and omissions alleged herein was performed by, or is attributable to, KNUDSEN & SONS,
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1 INC. and/or DOES 1 through 10, each acting as the agent for the other, with legal authority to
2 act on the other's behalf. The acts of any and all Defendants were in accordance with, and
3 represent, the official policy of Defendants. Plaintiff is unaware of the true names or capacities
4 of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek
5 leave of the Court to amend this Complaint and serve such fictitiously-named Defendants once
6 their names and capacities become known.
7

8 24. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
9 were the partners, agents, owners, shareholders, managers, or employees of KNUDSEN &
10 SONS, INC., at all relevant times.
11

12 25. Plaintiff is informed and believes, and thereon alleges, that each of said
13 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
14 omissions, occurrences, and transactions of each and all of the other Defendants in proximately
15 causing the damages herein alleged.
16

17 26. At all relevant times, Defendants, and each of them, ratified each and every act
18 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
19 and abetted the acts and omissions as alleged herein.
20

21 JURISDICTION AND VENUE

22 27. This Court has jurisdiction over this action pursuant to California Code of Civil
23 Procedure Section 410.10. Jurisdiction over Defendant is proper because Defendant
24 purposefully availed itself of the privilege of conducting business activities in California,
25 including, but not limited to, manufacturing, marketing, distributing and selling the Knudsen
26 Products to Plaintiff and Class Members. Additionally, Defendant's principal place of business
27 is located in California.
28

1 28. This class action is brought pursuant to California Code of Civil Procedure
2 Section 382. Plaintiff is a California resident, and this action is only brought on behalf of
3 classes of California residents and purchasers. The monetary damages and restitution sought by
4 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established
5 according to proof at trial.
6

7 29. Because Defendant is a corporation whose principal place of business is located
8 in California, Plaintiff is a citizen of California, and this class action is only brought on behalf
9 of classes of California residents and purchasers, there is no diversity of citizenship.
10

11 30. Venue is proper in this Court pursuant to California Code of Civil Procedure
12 Sections 395, 395.5, and California Civil Code Section 1780, because Plaintiff resides in the
13 County of Los Angeles, California, and the acts and omissions alleged herein took place in the
14 County of Los Angeles, California. Plaintiff's Declaration, as required under California Civil
15 Code Section 1780(d), reflects that a substantial portion of the transaction that is the subject of
16 this action is took place in Los Angeles County and that Defendant is doing business in Los
17 Angeles County, and is attached hereto as Exhibit 1.
18

19 **PLAINTIFF'S FACTS**

20 31. Plaintiff GINA PARK is a health-conscious individual who seeks to purchase
21 healthy food products for herself and her family.
22

23 32. Periodically over approximately the past two years, Plaintiff purchased various
24 100% juice products manufactured, marketed and distributed by Defendant and bearing a "No
25 Sugar Added" statement including R.W. Knudsen brand "Organic Apple" juice, R.W. Knudsen
26 brand "Organic Concord Grape" juice and R.W. Knudsen brand "Organic Cranberry
27
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1 Pomegranate" juice, from, among other places, a Whole Foods Market in Los Angeles,
2 California.

3 33. Before purchasing the misbranded Knudsen Products, Plaintiff read and
4 reasonably relied upon the No Sugar Added Label. The No Sugar Added Label caused Plaintiff
5 to believe that the Knudsen Products she purchased contained less sugar than, and were
6 healthier than, other comparable 100% juice products. That is not, in fact, the case, and is the
7 very kind of misleading perception that the laws governing "No Sugar Added" claims were
8 designed to protect against. The placement of the No Sugar Added Label on the Knudsen
9 Products misled Plaintiff and is likely to mislead the consuming public to believe that the
10 Knudsen Products contain less sugar and are healthier than comparable products when they are
11 not. Had Plaintiff not observed the No Sugar Added Label on the Knudsen Products, she would
12 not have purchased the products.
13
14

15 34. Plaintiff's reliance was reasonable in light of consumer shopping habits and the
16 impression created by Defendant's products when viewed in context alongside competitor
17 products.
18

19 35. All of the Knudsen Products are high in sugar relative to many other beverages
20 typically consumed by the public, with about as much or more sugar per ounce than a typical
21 soft drink. These products sell on supermarket shelves alongside competitor brands that contain
22 approximately the same amount of sugar per ounce, but which do not make "No Sugar Added"
23 claims.
24

25 36. The placement of a "No Sugar Added" statement on products such as the
26 Knudsen Products is misleading and causes a genuine risk of consumer deception. This is
27 because the "No Sugar Added" statement suggests that there is something special about the
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1 Knudsen Products which differentiates them from competing brands, *i.e.*, that they contain less
2 sugar.

3 37. Indeed, even viewed in isolation without reference to competing products, the
4 "No Sugar Added" statement on the Knudsen Products is misleading. Because the Knudsen
5 Products, which are intrinsically high in sugar, are not a type of food that normally contains
6 added sugars, the "No Sugar Added" statement serves no useful purpose other than to confuse
7 consumers to believe that these products are somehow especially healthy and low in sugar.
8

9 38. Plaintiff did not know at the point of sale, and had no reason to know, that the
10 Knudsen Products with No Sugar Added Label were misbranded and bore food labeling claims
11 that Defendant was not legally permitted to make.
12

13 CLASS ACTION ALLEGATIONS

14 39. Plaintiff brings this action on behalf of herself and all others similarly situated,
15 and thus seeks class certification under California Code of Civil Procedure Section 382.
16

17 40. All claims alleged herein arise under California law for which Plaintiff seeks
18 relief authorized by California law.

19 41. The classes Plaintiff seeks to represent (the "Classes") are defined as follows:

20 (1) All California residents who purchased one or more of the Knudsen
21 Products, with a label bearing the statement "No Sugar Added," but which
22 does not resemble and substitute for a food that normally contains added
23 sugars, between four years prior to the filing of the original Complaint in this
24 action until the date of certification.

25 (2) All California residents who purchased one or more of the Knudsen
26 Products, with a label bearing the statement "No Sugar Added," but which
27 does not bear a statement that it is not "low calorie" or "calorie reduced" and
28 that directs consumers' attention to the nutrition panel for further information
on sugar and calorie content, between four years prior to the filing of the
original Complaint in this action until the date of certification.

1 42. As used herein, the term "Class Members" shall mean and refer to the members
2 of the Classes described above.

3 43. Excluded from the Classes are Defendant, its affiliates, employees, agents and
4 attorneys, and the Court.

5 44. Plaintiff reserves the right to amend the Classes, and to add additional
6 subclasses, if discovery and further investigation reveal such action is warranted.
7

8 45. This action is brought and properly may be maintained as a class action pursuant
9 to the provisions of California Code of Civil Procedure Section 382 and satisfies the
10 requirements thereof.

11 46. The exact number of Class Members is presently unknown, but, given
12 Defendant's sales volume, it is reasonable to presume that the members of the Classes are so
13 numerous that joinder of all members is impracticable. The disposition of their claims in a class
14 action will provide substantial benefits to the parties and the Court.
15

16 47. This action involves common questions of law and fact, including:
17

- 18 (a) Whether Defendant engaged in unlawful, unfair or deceptive business
19 practices by failing to properly label food products sold to
20 consumers;
- 21 (b) Whether the food products at issue were misbranded as a matter of law;
- 22 (c) Whether Defendant labeled certain food products with a "No Sugar Added"
23 statement;
- 24 (d) Whether Defendant had a duty to include a disclaimer explaining its food
25 products bearing a "No Sugar Added" statement were not "low calorie" or
26 "calorie reduced" and directing consumers' to the nutrition panel for further
27 information on sugar and calorie content;
- 28 (e) Whether Defendant made false, misleading and/or untrue statements via its
labeling;

- 1 (f) Whether Defendant violated the California Consumers Legal Remedies Act
2 (Cal. Civil Code §§ 1750, *et seq.*);
- 3 (g) Whether Defendant violated California Business & Professions Code §§
4 17200, *et seq.*;
- 5 (h) Whether Defendant violated California Business & Professions Code §§
6 17500, *et seq.*;
- 7 (i) Whether Defendant violated the Sherman Food, Drug, and Cosmetic Law
8 (Health & Saf. Code §§ 109875, *et seq.*);
- 9 (j) Whether Defendant was unjustly enriched by the sale of misbranded Knudsen
10 Products;
- 11 (k) Whether Plaintiff and the Class are entitled to equitable and/or injunctive
12 relief;
- 13 (l) Whether Defendant's unlawful, unfair and/or deceptive practices harmed
14 Plaintiff and the Class; and,
- 15 (m) The method of calculation and extent of damages suffered by Plaintiff and
16 Class Members.

17 48. Plaintiff's claims are typical of those of the Classes because Plaintiff and Class
18 Members suffered injury in fact and lost money as a result of Defendant's wrongful conduct.

19 49. Plaintiff will adequately protect the interests of Class Members. Plaintiff has no
20 interests that are adverse to or conflict with those of Class Members and is committed to the
21 vigorous prosecution of this action.

22 50. A class action is superior to all other available methods for the fair and efficient
23 adjudication of this controversy since joinder of all members is impracticable. As the amount of
24 damages suffered by individual Class Members may be relatively small, the expense and burden
25 of individual litigation make it impossible for Class Members to individually redress the wrongs
26 done to them.

1 51. Plaintiff is not aware of any difficulty which will be encountered in the
2 management of this litigation as a class action or which should preclude class certification.

3 52. Because the claims asserted herein may be relatively small and involve common
4 questions of both law and fact, class members do not have a significant interest in individually
5 controlling their prosecution.
6

7 53. Plaintiff's counsel is experienced in consumer class actions, including, but not
8 limited to, consumer class actions regarding food labeling.

9 54. Moreover, the class definition is ascertainable and lends itself to class
10 certification because Defendant's labeling is the same for all Class Members in that it fails to
11 comply with California's Sherman Law by including the statement "No Sugar Added," which is
12 impermissible when the product does not resemble and substitute for a food that normally
13 contains added sugars, and when it fails to include a statement explaining it is not a low or
14 reduced calorie food product and directing consumers' attention to the nutrition panel for
15 further information on sugar and calorie content.
16

17
18 **FIRST CAUSE OF ACTION**
19 **Violation of Unfair Business Practices Act**
(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)

20 55. Plaintiff incorporates by reference all allegations set forth in the preceding
21 paragraphs of this Complaint.

22 56. California Business and Professions Code Section 17200, *et seq.* prohibits "any
23 unlawful, unfair or fraudulent business act or practice."
24

25 57. As set forth above, under FDA regulations wholly adopted by California's
26 Sherman Law, a "No Sugar Added" statement is prohibited on foods that do not resemble and
27 substitute for a food that normally contains added sugars. 21 C.F.R 101, Subpart D.
28

1 §101.60(c)(2)(iv). Nor may a food product include a "No Sugar Added" statement if it fails to
2 indicate that it is not "low calorie" or "calorie reduced" (unless it qualifies as such) and to direct
3 consumers' attention to the nutrition panel for further information on sugar and calorie content.
4 21 C.F.R 101, Subpart D, §101.60(c)(2)(v). The Knudsen Products prominently feature a "No
5 Sugar Added" statement on their label notwithstanding the fact that they do not resemble and
6 substitute for foods that normally contain added sugars, and fail to indicate they are not low or
7 reduced calorie foods and direct consumers' attention to the nutrition panel for further
8 information on sugar and calorie content. This is a clear violation of California's Sherman Law
9 and, thereby, an "unlawful" business practice or act under Business and Professions Code
10 Sections 17200, *et seq.*
11

12
13 58. Defendant's use of the No Sugar Added Label, as set forth herein, also
14 constitutes an "unfair" business act or practice within the meaning of California Business and
15 Professions Code Sections 17200, *et seq.*, because any utility for Defendant's conduct is
16 outweighed by the gravity of the consequences to Plaintiff and Class Members, and because the
17 conduct offends public policy. As discussed above, the overconsumption of sugar has been
18 associated with a variety of health problems, many of which can cause serious complications or
19 death, including, but not limited to, heart disease, tooth decay and diabetes. Deceptive practices
20 of the type upon which Plaintiff's claims are based contribute to the overconsumption of sugars
21 and are thereby directly linked to these grave social ills.
22

23
24 59. In addition, Defendant's use of the No Sugar Added Label constitutes a
25 "fraudulent" business practice or act within the meaning of Business and Professions Code
26 Sections 17200, *et seq.* The applicable food labeling regulations are carefully crafted to require
27 that nutrient content claims be presented in a qualified and contextualized manner to protect the
28

1 consuming public from being deceived. Defendant's non-compliant No Sugar Added Label is
2 an unqualified nutrient content claim that poses the very risk of deception the regulations were
3 promulgated to protect against. By labeling products "No Sugar Added" which do not normally
4 contain added sugars in the first place, and which are not low or reduced calorie, Defendant has
5 created the misimpression that its products contain less sugar and are healthier than other
6 comparable products. For example, a reasonable consumer observing the label of R.W.
7 Knudsen "Organic Apple" juice would be likely to believe that the product contains less sugar
8 and is healthier than competitor brands of apple juice that lack the "No Sugar Added" claim.
9 This is precisely the type of consumer confusion that the labeling laws aim to prevent.
10

11
12 60. Moreover, there were (and are) reasonable alternatives available to Defendant to
13 further its legitimate business interests, other than the conduct described herein. For example,
14 Defendant could have complied with FDA requirements by excluding the "No Sugar Added"
15 statement from the Knudsen Products.

16
17 61. Defendant used the No Sugar Added Label to induce Plaintiffs and Class
18 Members to purchase the Knudsen Products. Had Defendant not included the "No Sugar
19 Added" statement on the Knudsen Products, Plaintiff and Class Members would not have
20 purchased the products, would have purchased less of the products and/or would have paid less
21 for the products. Defendant's conduct therefore caused and continues to cause economic harm
22 to Plaintiff and Class Members.
23

24 62. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
25 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
26 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code Section
27 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately cease
28

1 such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to
2 correct its actions.

3 **SECOND CAUSE OF ACTION**
4 **Violation of the California False Advertising Act**
5 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**

6 63. Plaintiff incorporates by reference all allegations set forth in the preceding
7 paragraphs of this Complaint.

8 64. Pursuant to California Business and Professions Code Sections 17500, *et seq.*, it
9 is unlawful to engage in advertising "which is untrue or misleading, and which is known, or
10 which by the exercise of reasonable care should be known, to be untrue or misleading."

11 65. As explained above, Defendant's No Sugar Added Label accompanies beverage
12 products that do not resemble and substitute for foods that normally contain added sugars, and
13 that fail to state they are not low or reduced calorie foods and direct consumers' attention to the
14 nutrition panel for further information on sugar and calorie content, in violation of governing
15 food labeling regulations.
16

17 66. As also explained above, the applicable food labeling regulations are carefully
18 crafted to protect the consuming public from being deceived. Defendant's No Sugar Added
19 Label is an unqualified nutrient content claim that poses the very risk of deception the
20 regulations were promulgated to protect against.
21

22 67. Defendant is a multi-million dollar company that, on information and belief, is
23 advised by skilled counsel who are, or by the exercise of reasonable care should be, aware of the
24 governing regulations and their purpose, and the fact that the No Sugar Added Label does not
25 comply with them.
26
27
28

1 68. Defendant's use of the No Sugar Added Label therefore constitutes untrue and/or
2 misleading advertising within the meaning of Business and Professions Code Sections 17500, *et*
3 *seq.*

4 69. Plaintiff, individually and on behalf of all others similarly situated, demands
5 judgment against Defendant for restitution, disgorgement, injunctive relief, and all other relief
6 afforded under Business & Professions Code Sections 17500, *et seq.*, plus interest, attorneys'
7 fees and costs.
8

9
10 **THIRD CAUSE OF ACTION**
11 **Violation of the Consumers Legal Remedies Act**
12 **(Cal. Civil Code §§ 1750, *et seq.*)**

13 70. Plaintiff incorporates by reference all allegations set forth in the preceding
14 paragraphs of this Complaint.

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

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

22 73. Defendant is a "person," as defined by Civil Code Section 1761(c), because it is
23 a corporation as set forth above.
24

25 74. Plaintiff and Class Members are "consumers," within the meaning of Civil Code
26 Section 1761(d), because they are individuals who purchased the Knudsen Products for personal
27 and/or household use.
28

1 75. Defendant's beverage products are "goods," within the meaning of California
2 Civil Code Section 1761(a), in that they are tangible products bought by Plaintiff and Class
3 Members for personal, family, and/or household use.

4 76. Defendant's sale of its products to wholesalers and retailers throughout
5 California constitutes "transaction[s]" which were "intended to result or which result[ed] in the
6 sale" of goods to consumers within the meaning of Civil Code Sections 1761(e) and 1770(a).
7

8 77. Plaintiff has standing to pursue this claim as she has suffered injury in fact and
9 has lost money as a result of Defendant's actions as set forth herein. Specifically, Plaintiff
10 purchased the Knudsen Products on various occasions. Had Defendant not included the
11 offending No Sugar Added Label on its products, Plaintiff would not have purchased the
12 products.
13

14 78. 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, Defendant's No Sugar Added Label
17 accompanies beverage products that do not resemble and substitute for foods that normally
18 contain added sugars, and that fail to state they are not low or reduced calorie foods and direct
19 consumers' attention to the nutrition panel for further information on sugar and calorie content,
20 in violation of governing food labeling regulations. As a result, by employing the No Sugar
21 Added Label, Defendant effectively represented that the Knudsen Products have sponsorship,
22 approval, characteristics, uses, and benefits which they do not have under the governing law.
23

24 79. Section 1770(a)(7) of the CLRA prohibits anyone from "[r]epresenting that
25 goods or services are of a particular standard, quality, or grade, or that goods are of a particular
26 style or model, if they are of another." By employing the non-compliant No Sugar Added
27
28

1 Label, Defendant similarly represented the Knudsen Products to be of a particular standard,
2 quality, or grade which they are not under the governing law.

3 80. Section 1770(a)(9) of the CLRA prohibits anyone from "[a]dvertising goods or
4 services with intent not to sell them as advertised." As noted above, Defendant is a multi-
5 million dollar company advised by skilled counsel who, on information and belief, are or by the
6 exercise of f reasonable care should be aware of the governing regulations and their purpose,
7 and the fact that the No Sugar Added Label does not comply with them. By introducing the
8 Knudsen Products with non-compliant No Sugar Added Label into the stream of commerce
9 notwithstanding this knowledge, Defendant thus intentionally sold misbranded products.
10

11 81. Plaintiff has attached hereto, as Exhibit 1, the declaration of venue required by
12 Civil Code Section 1780(d).
13

14 82. Plaintiff seeks an order enjoining the acts and practices described above,
15 restitution of property, and any other equitable relief that the Court deems proper.
16

17 83. Plaintiff has provided Defendant with notice of its violations of the CLRA
18 pursuant to California Civil Code § 1782(a). If, within 30 days from the date of Plaintiff's
19 notice, Defendant fails to provide appropriate relief for its violations of the CLRA, Plaintiff will
20 amend this Complaint to seek monetary, compensatory, and punitive damages, in addition to the
21 injunctive and equitable relief that she seeks now.
22

23 **FOURTH CAUSE OF ACTION**
24 **Negligent Misrepresentation**

25 84. Plaintiff incorporates by reference all allegations set forth in the preceding
26 paragraphs of this Complaint.

27 85. Defendant owed a duty to Plaintiff and Class Members to exercise reasonable
28 care in making representations about its beverage products offered for sale to consumers.

1 86. Defendant knew, or should have known by the exercise of reasonable care, that a
2 "No Sugar Added" statement may not be placed on the label of a beverage product that does not
3 resemble and substitute for a food that normally contains added sugars, and that fails to indicate
4 it is not a low or reduced calorie food and direct consumers to the nutrition panel for further
5 information on sugar and calorie content. Nevertheless, Defendant negligently and/or recklessly
6 included the non-compliant No Sugar Added Label described above on its widely distributed
7 Knudsen Products that are sold in supermarkets nationwide and consumed by millions of people
8 annually.

9
10 87. Plaintiff and Class Members reviewed, believed, and relied upon the No Sugar
11 Added Label when deciding to purchase the Knudsen Products, and how much to pay for the
12 Knudsen Products.

13
14 88. As a direct and proximate result of Defendant's negligent and/or reckless
15 conduct, Plaintiff and Class Members have been damaged in an amount to be proven at trial.

16
17 **FIFTH CAUSE OF ACTION**
 Breach of Quasi-Contract

18 89. Plaintiff incorporates by reference all allegations set forth in the preceding
19 paragraphs of this Complaint.

20
21 90. As a direct and proximate result of Defendant's acts, as set forth above,
22 Defendant has been unjustly enriched.

23 91. Through unlawful and deceptive conduct in connection with the advertising,
24 marketing, promotion, and sale of the Knudsen Products, Defendant has reaped the benefits of
25 Plaintiff's and Class Members' payments for misbranded products.

26
27 92. Defendant's conduct created a contract or quasi-contract through which
28 Defendant received a benefit of monetary compensation without providing the consideration

1 promised to Plaintiff and Class Members. Accordingly, Defendant will be unjustly enriched
2 unless ordered to disgorge those profits for the benefit of Plaintiff and Class Members.

3 93. Plaintiff and Class Members are entitled to and seek through this action
4 restitution of, disgorgement of, and the imposition of a constructive trust upon, all profits,
5 benefits, and compensation obtained by Defendant from its improper conduct as alleged herein.
6

7 MISCELLANEOUS

8 94. Plaintiff and Class Members allege that they have fully complied with all
9 contractual and other legal obligations and with all conditions precedent to bringing this action,
10 or that all such obligations or conditions are excused.
11

12 REQUEST FOR JURY TRIAL

13 95. Plaintiff requests a trial by jury of all issues which may be tried by a jury.

14 PRAYER FOR RELIEF

15 96. Plaintiff, on behalf of herself and the Class, requests the following relief:

- 16 (a) An order certifying the Class and appointing Plaintiff as Representative of
17 the Class;
18
19 (b) An order certifying the undersigned counsel as Class Counsel;
20
21 (c) A declaratory judgment that the No Sugar Added Label on the Knudsen
22 Products is unlawful;
23
24 (d) An order requiring Defendant, at its own cost, to notify all Class Members
25 of the unlawful and deceptive conduct herein;
26
27 (e) An order requiring Defendant to change the product packaging for all
28 Knudsen Products such that it complies with all applicable food labeling rules
and regulations;

- 1 (f) An order requiring Defendant to engage in corrective advertising regarding the
2 conduct discussed above;
- 3 (g) Actual damages suffered by Plaintiff and Class Members, as applicable, or full
4 restitution of all funds acquired from Plaintiff and Class Members from the
5 sale of misbranded Knudsen Products during the relevant class period;
- 6 (h) Punitive damages, as allowable, in an amount determined by the Court or jury;
- 7 (i) Any and all statutorily enhanced damages;
- 8 (j) All reasonable and necessary attorneys' fees and costs provided by statute,
9 common law or the Court's inherent power;
- 10 (k) Pre- and post-judgment interest; and,
- 11 (l) All other relief, general or special, legal and equitable, to which Plaintiff and
12 Class Members are justly entitled as deemed by the Court.
- 13
14
15
16

17 Dated: September 5, 2014

GLANCY BINKOW & GOLDBERG LLP

18 By: 

19 Lionel Z. Glancy

20 Mark S. Greenstone

1925 Century Park East, Suite 2100

Los Angeles, California 90067

21 Telephone: (310) 201-9150

22 Facsimile: (310) 201-9160

23 E-mail: info@glancylaw.com

24 *Attorneys for Plaintiff Gina Park*

25
26
27
28

09/05/2014

1 GLANCY BINKOW & GOLDBERG LLP
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8 E-mail: info@glancylaw.com

9 *Attorneys for Plaintiff Gina Park*

10 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

11 COUNTY OF LOS ANGELES

12 GINA PARK, Individually and On Behalf
13 of All Others Similarly Situated,

14 Plaintiff,

15 v.

16 KNUDSEN & SONS, INC., an Ohio
17 corporation, and DOES 1 through 10,
18 inclusive,

19 Defendants.

Case No.:

**DECLARATION OF GINA PARK IN
SUPPORT OF PLAINTIFF'S
SELECTION OF VENUE FOR TRIAL
OF CLAIMS ARISING UNDER THE
CALIFORNIA CONSUMERS LEGAL
REMEDIES ACT**

[Cal. Civ. Code § 1780. subd. (d)]

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DECLARATION OF GINA PARK

EX. 1

09/05/2014

1 I, GINA PARK, declare under penalty of perjury as follows:

2 1. I am Plaintiff Gina Park in the above-captioned matter. I have personal
3 knowledge of the facts stated in this Declaration and if called as a witness, I could and would
4 competently testify thereto.

5 2. Pursuant to California Civil Code section 1780(d), this Declaration is submitted
6 in support of Plaintiff's selection of venue for the trial of Plaintiff's cause of action alleging
7 violation of California's Consumers Legal Remedies Act.

8 3. Periodically over the past two years, I purchased various 100% juice products
9 manufactured by Defendant Knudsen & Sons, Inc. under the R.W. Knudsen brand and bearing
10 a "No Sugar Added" statement including R.W. Knudsen "Organic Apple" juice, R.W.
11 Knudsen "Organic Concord Grape" juice and R.W. Knudsen "Organic Cranberry
12 Pomegranate" juice, from, among other places, a Whole Foods Market in Los Angeles,
13 California.

14 4. Based on the facts set forth herein, this Court is a proper venue for the
15 prosecution of Plaintiff's cause of action alleging violation of California's Consumers Legal
16 Remedies Act because the transactions at issue, or a substantial portion thereof, occurred in
17 Los Angeles, California.

18 I declare under penalty of perjury under the laws of the State of California that the
19 forgoing is true and correct. Executed this 28th day of August, 2014 in Los Angeles,
20 California.

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Gina Park

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mark S. Greenstone (#199606) Glancy Binkow & Goldberg LLP 1925 Century Park East, Suite 2100 Los Angeles, CA 90067 TELEPHONE NO.: (310) 201-9150 FAX NO.: (310) 201-9160 ATTORNEY FOR (Name): Plaintiff Gina Park		FOR COURT USE ONLY <div style="font-size: 24pt; font-weight: bold; margin: 10px 0;">FILED</div> Superior Court of California County of Los Angeles <div style="font-size: 18pt; margin: 10px 0;">SEP 05 2014</div> Sherri R. Carter, Executive Officer/Clerk By: <u>Cristina Grijalva</u> Deputy Cristina Grijalva	
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 NUMBER: BC556802 JUDGE: DEPT:	
CASE NAME:			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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 checked="" 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 checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" 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): See Attachment
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: September 5, 2014

Mark S. Greenstone

(TYPE OR PRINT NAME)

NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- 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.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint RICO (27)

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

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ATTACHMENT TO CIVIL COVER SHEET

Causes of Action

5 Causes of Action- Violation of Unfair Business Practices Act, Violation of the California False Advertising Act, Violation of the Consumers Legal Remedies Act, Negligent Misrepresentation, Breach of Quasi-Contract

09/05/2014

SHORT TITLE:

Park v. Knudsen & Sons, Inc.

CASE NUMBER

BC556802

**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 7 ☐ 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.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C 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 <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

Auto
Tort

Other Personal Injury/Property
Damage/Wrongful Death Tort

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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 <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.
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.
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.
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.
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.

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Park v. Knudsen & Sons, Inc.

CASE NUMBER

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.

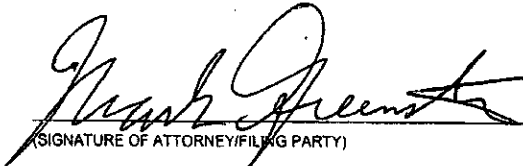
SHORT TITLE: Park v. Knudsen & Sons, Inc.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <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: Knudsen & Sons, Inc. 37 Speedway Avenue
CITY: Chico	STATE: CA	ZIP CODE: 95928	

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 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: September 5, 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.

09/05/2014