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LOS ANGELES

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10 SARI M. ANDELSON, individually
and on behalf of other members of the
11 general public similarly situated

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14
15 SARI M. ANDELSON, individually
and on behalf of other members of the
16 general public similarly situated,

Case No.: **CV 13-01681** R-GK (JHX)

17 Plaintiffs,

18 vs.

19 WILSON SPORTING GOODS
20 COMPANY, a corporation organized
and existing under the laws of the State
21 of Delaware,

22 Defendant.

CLASS ACTION COMPLAINT FOR:

- (1) Violation of the Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*);
- (2) Violation of Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);
- (3) Violation of False Advertising Law (Cal. Bus. & Prof. Code §§ 17500 *et seq.*);
- (4) Fraud;
- (5) Negligent Misrepresentation;
- (6) Breach of Express Warranty;
- (7) Unjust Enrichment; and
- (8) Violation of Illinois Deceptive Trade Practices Act (815 ILCS 510)

JURY TRIAL DEMANDED

1 Plaintiff Sari M. Andelson (“Plaintiff”), individually and on behalf of all other
2 members of the public similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. This action is brought on behalf of Plaintiff and a class of consumers who
5 purchased certain models of Wilson tennis rackets that have been purportedly used in
6 competition by one of the top-ranked tennis players in world and 17-time Grand Slam
7 Champion Roger Federer (the “Federer Tennis Racket” or “Federer Tennis Rackets”).
8 Plaintiff and the class members purchased Federer Tennis Rackets because they were
9 tricked by Defendant Wilson Sporting Goods Company (“Defendant” or “Wilson”) into
10 believing that Roger Federer actually used a Federer Tennis Racket during competition.
11 Through its deceptive and misleading practices, Defendant has harmed Plaintiff and the
12 members of the class. Plaintiff brings this action on behalf of herself and other similarly
13 situated consumers nationwide and in the State of California to prevent Wilson from
14 continuing to mislead consumers, and to obtain redress for those who have purchased a
15 Federer Tennis Racket.

16 2. This case concerns the false and misleading practices engaged in by Wilson
17 in connection with the company’s advertising and marketing of its tennis rackets. To
18 increase sales of its new rackets each year, Wilson tricks the general public and
19 consumers of tennis rackets into believing that Roger Federer uses the newest model
20 Wilson racket — i.e., a Federer Tennis Racket. In reality, Roger Federer does not use a
21 Federer Tennis Racket; he has used an older model for the past several years. That older
22 model has either been discontinued by the manufacturer or can be purchased at deep
23 discounts.

24 3. To trick consumers into purchasing the new, more expensive Federer
25 Tennis Racket, Wilson has entered into an endorsement deal with Roger Federer,
26 through which Wilson provides Federer with his preferred older-model racket — which
27 has been painted to look like Wilson’s latest Federer Tennis Racket. This occurs year-
28 after-year. Accordingly, when people see Federer play — in person, on television, or in

1 photographs — they see him using an old-model racket that is disguised to look like the
2 latest Federer Tennis Racket. In addition, as part of its deceptive scheme, Wilson
3 expressly represents to consumers in its press releases and other marketing materials that
4 Federer uses the latest Federer Tennis Racket. As a result, consumers are tricked into
5 believing that Roger Federer is using the latest Federer Tennis Racket during
6 competitive play.

7 4. The belief that Roger Federer is using the latest racket model leads
8 consumers to purchase those rackets, which are considerably more expensive than the
9 racket that Federer actually uses, and more expensive than rackets made by Wilson's
10 competitors. The belief that Federer is playing with the latest model racket also creates
11 demand for Wilson's latest rackets because it makes consumers believe that they need to
12 replace their current rackets if they want to play at their best. Wilson thus preys upon
13 consumers who are anxious to play with the actual tennis rackets used by top
14 professional tennis players such as Roger Federer and who believe that their game will
15 improve by using the racket that top professionals use during competition.

16
17 **JURISDICTION**

18 5. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d)(2). The
19 matter in controversy, exclusive of interest and costs, exceeds the sum or value of
20 \$5,000,000 and is a class action in which members of the class of plaintiffs are citizens
21 of states different from Defendant. Further, greater than two-thirds of members of the
22 Class reside in states other than the states in which Defendant is a citizen. In addition,
23 under 28 U.S.C. § 1367, this Court may exercise supplemental jurisdiction over the
24 state-law claims because all of the claims are derived from a common nucleus of
25 operative facts and are such that plaintiffs ordinarily would expect to try them in one
26 judicial proceeding.

1 6. Venue lies within this judicial district under 28 U.S.C. § 1391(b)(1) and
2 (c)(2) because Defendant's contacts are sufficient to subject it to personal jurisdiction in
3 this District and, therefore, Defendant resides in this District for purposes of venue.

4 7. Additionally, venue lies within this judicial district under § 1391(b)(2)
5 because certain acts giving rise to the claims at issue in this Complaint occurred, among
6 places, in this District.

7
8 **PARTIES**

9 8. Plaintiff Sari M. Andelson is an individual and a citizen of California.

10 9. Defendant Wilson Sporting Goods Company, a citizen of Illinois, is a
11 corporation organized and existing under the laws of the State of Delaware with its
12 principal place of business located at 8750 W. Bryn Mawr, Chicago, Illinois 60631.

13 10. Defendant Wilson Sporting Goods Company is authorized to do and, in
14 fact, is doing business in the State of California, because, among other things, its
15 products are offered for sale through retail stores in California and via the Internet,
16 accessible to consumers in California.

17 11. Whenever, in this Complaint, reference is made to any act, deed, or conduct
18 of Defendant, the allegation means that Defendant engaged in the act, deed, or conduct
19 by or through one or more of its officers, directors, agents, employees, or representatives
20 who was actively engaged in the management, direction, control, or transaction of the
21 ordinary business and affairs of Defendant.

22
23 **FACTUAL BACKGROUND**

24 12. Defendant touts itself as being at the heart of sports history for almost a
25 century, boldly claiming that no other company has been as influential and intimately
26 involved in shaping the game of tennis and that it has produced legendary classics and
27 earned world-wide legitimacy in tennis backed by generations of athletes.

1 Headquartered in Chicago, Defendant employs over 1,600 people globally, selling its
2 products in over 100 countries.

3 13. To enhance its global image and brand, Defendant has developed
4 relationships with a stable of professional tennis players it pays to endorse its product
5 line of tennis rackets. At the top of this list of professional athletes is former World No.
6 1 and 17-time Grand Slam Champion, Roger Federer, who several years ago signed a
7 lifetime contract with Wilson.

8 14. Ben Sturmer, founder and CEO of The Leverage Agency, said Wilson's
9 relationship with Federer has been its most successful marketing endorsement since Pete
10 Sampras and the Wilson Pro Staff. "Federer adds so much credibility globally to the
11 Wilson brand," said Sturmer. "When tennis players purchase a racquet it has a lot to do
12 with trust in the brand, and they feel that if the racquet is good enough for Roger Federer
13 to play and win with, it must be good for them." Sturmer added that the endorsement
14 deal helps Wilson also stand out in stores in a very competitive market. Wilson closely
15 competes with brands like Babolat, which has Rafael Nadal as an endorser, and Prince,
16 which has signed Maria Sharapova, he said. In addition to TV, the multimedia
17 campaign for Federer includes print, billboards, social media, promotions, and special
18 events.

19 15. Defendant has earned handsome profits through its relationship with Roger
20 Federer by misleading the public with false claims concerning the actual tennis rackets
21 he has played with during competition. While Federer has been willing to cash
22 Defendant's endorsement checks, he has not been willing to part with his most prized
23 piece of equipment on the court — his tennis racket. Unfortunately, however,
24 consumers have been deceived by this practice by statements such as:

25 "Swinging his Wilson Six.One Tour BLX racket, Roger Federer won the
26 Stockholm Open to equal Pete Sampras' 64 ATP Tour career titles, defeating
27 Mayer 6-4, 6-3 in the final. 'It's fantastic to come here, face the pressure and be
28 able to come through at the end,' said Federer. 'I've won all my tournaments

1 with a Wilson racket, won my 16th Grand Slam title this year with BLX and now
2 to match Pete's record, feels really good.” [October 25, 2010]

3
4 “Wilson career player and all-time Grand Slam record holder Roger Federer,
5 continued his record-setting run with his 17th Grand Slam victory at the 2012
6 Wimbledon Championships, defeating Andy Murray in four sets (4-6, 7-5, 6-3,
7 6-4) for the gentlemen's singles title. Playing with the Wilson Pro Staff Six.One
8 90 racket, Federer marched his way to today's victory reclaiming the world No. 1
9 ranking and adding a record 32nd Grand Slam semifinal berth to his respected
10 place in tennis history.” [July 7, 2012]

11
12 16. Upon information and belief, Wilson's claims concerning the tennis racket
13 used by Roger Federer are false, deceptive, and misleading, and such claims have
14 induced and continue to induce consumers to spend money on the latest Federer Tennis
15 Rackets that are, in fact, not used by Federer. Wilson's deceptive and misleading
16 conduct has caused consumers to purchase the latest Federer Tennis Rackets specifically
17 because they have been led to believe that Roger Federer uses those tennis rackets.
18 Thus, Wilson has engorged itself with profits based upon its false and deceptive
19 practices to the detriment of consumers.

20 17. Wilson spends millions of dollars misleading consumers that Roger Federer
21 and other professional tennis players use certain models of tennis rackets Wilson
22 manufactures and markets. However, the truth is that Federer and other professional
23 tennis players Wilson pays to endorse specific models actually use older models that
24 have been discontinued or are sold at steep discounts, but have been painted to look like
25 the latest models Wilson sells, such as the latest Federer Tennis Rackets, all to the
26 detriment of consumers.

27 18. Wilson takes advantage of every marketing avenue the modern age has
28 opened to it, as well as relying on tried-and-true methods, in order to ensure that its

1 false and deceptive marketing message permeates the general consumer consciousness.
2 Wilson uses television and print advertising, internet marketing, social media, and on-
3 court use of these paintjob tennis rackets. No matter which marketing avenue reaches a
4 consumer, Wilson drives home the same false and deceptive claims that Roger Federer
5 and other professional tennis players with whom Wilson has endorsement deals play
6 with Wilson's latest models, such as the latest Federer Tennis Rackets.

7 19. As a result of the foregoing, Wilson's claims regarding the latest Federer
8 Tennis Rackets are deceptive and misleading. Had Plaintiff and other members of the
9 proposed Classes been aware of the truth, they would not have purchased the latest
10 Federer Tennis Rackets purportedly used by Federer, or would not have paid a premium
11 price for the products.

12 20. Indeed, Wilson was in a superior position to know and did know that its
13 claims and advertisements were deceptive and false, and it failed to inform consumers
14 that the latest Federer Tennis Rackets that Federer has been paid to endorse and has been
15 purportedly using were not, in fact, used by Federer in competitive play.

16 21. Instead, Wilson allows its deceptive and misleading marketing to permeate
17 the consumer advertising consciousness and perpetuate Wilson's false claims and
18 promises.

19 22. Because of such deceptive practices and conduct, Wilson is able to charge
20 and get a substantial premium for the latest Federer Tennis Rackets each year over
21 readily available and much lower priced tennis rackets that are not used by Federer in
22 competition. Thus, Wilson reaps profits on products where consumers are induced to
23 pay for a product that they would not otherwise purchase or pay an unwarranted,
24 substantial premium.

25 23. Plaintiff is a resident of Los Angeles, California, in Los Angeles County,
26 California.

27 24. Plaintiff first purchased Wilson's K Factor Six.One Tour racket.
28

1 25. In deciding to purchase Wilson’s K Factor Six.One Tour racket, Plaintiff
2 saw and relied on the express and implied statements made by Wilson, believing
3 Wilson’s claims that Roger Federer actually used these tennis rackets that he was paid to
4 endorse. These representations were material to Plaintiff.

5 26. Plaintiff was denied the benefit of the bargain when she decided to
6 purchase the latest Federer Tennis Rackets purportedly used by Federer over competitor
7 products and other Wilson products that sold at a lower price, because she paid for a
8 product that was not used in competition by the number one player in the world who has
9 won more Grand Slam championships than any other competitor in the history of the
10 sport, as she was led to believe by Wilson. Accordingly, Plaintiff suffered injury in fact
11 and lost money as a result of Wilson’s false and misleading representations.

12 27. Had Wilson disclosed to Plaintiff and members of the Class the truth
13 concerning the actual tennis rackets Federer used in competition on the ATP Tour, they
14 would have seen and been aware of the disclosure. But for Wilson’s misrepresentations,
15 Plaintiff and members of the Class would not have purchased the latest Federer Tennis
16 Rackets.

17
18 **CLASS ACTION ALLEGATIONS**

19 28. Plaintiff brings this action on behalf of herself and all others similarly
20 situated, as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.
21 Plaintiff is informed and believes and on that basis, alleges that Wilson has sold
22 thousands of units of Federer Tennis Rackets, if not more, in California and throughout
23 the United States. Plaintiff is informed and believes and, on that basis, alleges that the
24 representations made by Wilson for Federer Tennis Rackets have been uniform
25 throughout the class period.

1 29. The groups of similarly situated individuals Plaintiff seeks to represent (the
2 “Class”) are defined as follows:

3
4 All residents of California who purchased Federer Tennis
5 Rackets during the period of January 1, 2006, continuing
6 through the date of final disposition of this action (the
7 “California Statutory Subclass”).

8 All residents of the United States of America who purchased a
9 Federer Tennis Racket during the period of January 1, 2006,
10 continuing through the date of final disposition of this action
11 (the “Nationwide Subclass”).

12 30. Plaintiff reserves the right to amend the Class definition if discovery and
13 further investigation reveal that the Class should be expanded or otherwise modified.

14 31. Plaintiff reserves the right to establish additional sub-classes as appropriate.

15 32. This action is brought and properly may be maintained as a class action
16 under the provisions of Federal Rules of Civil Procedure 23(a)(1)-(4) and 23(b)(1),
17 (b)(2) or (b)(3), and satisfies the requirements thereof. As used herein, the term “Class
18 Members” shall mean and refer to the members of the Class.

19 33. **Community of Interest:** There is a well-defined community of interest
20 among members of the Class, and the disposition of the claims of these members of the
21 Class in a single action will provide substantial benefits to all parties and to the Court.

22 34. **Numerosity:** While the exact number of members of the Class is unknown
23 to Plaintiff at this time and can only be determined by appropriate discovery,
24 membership in the Class is ascertainable based upon the records maintained by
25 Defendant. At this time, Plaintiff is informed and believes that the Class includes
26 thousands of members. Therefore, the Class is sufficiently numerous that joinder of all
27 members of the Class in a single action is impracticable under Federal Rule of Civil
28 Procedure Rule 23(a)(1), and the resolution of their claims through the procedure of a
class action will be of benefit to the parties and the Court.

1 35. **Ascertainability**: Names and addresses of members of the Class are
2 available from Defendant's records. Notice can be provided to the members of the Class
3 through direct mailing, publications, or otherwise using techniques and a form of notice
4 similar to those customarily used in consumer class actions arising under California state
5 law and federal law.

6 36. **Typicality**: Plaintiff's claims are typical of the claims of the other
7 members of the Class which she seeks to represent under Federal Rule of Civil
8 Procedure 23(a)(3) because Plaintiff and each member of the Class have been subjected
9 to the same deceptive and improper practices and have been damaged in the same
10 manner thereby.

11 37. **Adequacy**: Plaintiff will fairly and adequately represent and protect the
12 interests of the Class as required by Federal Rule of Civil Procedure 23(a)(4). Plaintiff
13 is an adequate representative of the Class because she has no interests which are adverse
14 to the interests of the members of the Class. Plaintiff is committed to the vigorous
15 prosecution of this action and, to that end, Plaintiff has retained counsel who are
16 competent and experienced in handling class action litigation on behalf of consumers.

17 38. **Superiority**: A class action is superior to all other available methods of the
18 fair and efficient adjudication of the claims asserted in this action under Federal Rule of
19 Civil Procedure 23(b)(3) because:

- 20
- 21 (a) The expense and burden of individual litigation make it economically
22 unfeasible for members of the Class to seek to redress their "negative
23 value" claims other than through the procedure of a class action.
- 24 (b) If separate actions were brought by individual members of the Class,
25 the resulting duplicity of lawsuits would cause members to seek to
26 redress their "negative value" claims other than through the procedure
27 of a class action; and
28

1 (c) Absent a class action, Wilson likely would retain the benefits of its
2 wrongdoing, and there would be a failure of justice.

3
4 39. Common questions of law and fact exist as to members of the Class, as
5 required by Federal Rule of Civil Procedure 23(a)(2), and predominate over any
6 questions which affect individual members of the Class within the meaning of Federal
7 Rule of Civil Procedure 23(b)(3).

8 40. The common questions of fact include, but are not limited to, the following:

9
10 (a) Whether Defendant's practice of misleading consumers who purchase
11 a Federer Tennis Racket violates one or more provisions of the
12 Consumer Legal Remedies Act, California Civil Code sections 1750
13 et seq.;

14 (b) Whether Defendant engaged in unlawful, unfair, misleading, or
15 deceptive business acts or practices;

16 (c) Whether Defendant engaged in consumer fraud, deceptive trade
17 practices, or other unlawful acts;

18 (d) Whether Plaintiff and members of the Class justifiably relied on the
19 representations Defendant made in connection with its sale of Federer
20 Tennis Rackets;

21 (e) Whether Defendant's conduct was willful or reckless;

22 (f) Whether Plaintiff and members of the Class are entitled to an award of
23 reasonable attorneys' fees, pre-judgment interest, and costs of this
24 suit; and

25 (g) Whether Defendant engaged in unlawful and unfair business practices
26 in violation of California Business and Professions Code sections
27 17200 *et seq.* and 17500 *et seq.*
28

1 41. In the alternative, this action is certifiable under the provisions of Federal
2 Rule(s) of Civil Procedure 23(b)(1) and/or 23(b)(2) because:

- 3
4 (a) The prosecution of separate actions by individual members of the
5 Class would create a risk of inconsistent or varying adjudications with
6 respect to individual members of the Class which would establish
7 incompatible standards of conduct for Defendant;
- 8 (b) The prosecution of separate actions by individual members of the
9 Class would create a risk of adjudications as to them which would, as
10 a practical matter, be dispositive of the interests of the other members
11 of the Class not parties to the adjudications, or substantially impair or
12 impede their ability to protect their interests, and;
- 13 (c) Defendant has acted or refused to act on grounds generally applicable
14 to the Class, thereby making appropriate final injunctive relief or
15 corresponding declaratory relief with respect to the Class as a whole
16 and necessitating that any such relief be extended to members of the
17 Class on a mandatory, class-wide basis.
- 18

19 42. Plaintiff is not aware of any difficulty which will be encountered in the
20 management of this litigation which should preclude its maintenance as a class action.

21 43. This case concerns fraudulent practices committed by Defendant in
22 connection with the sale of tennis rackets to the general public.

23 **FIRST CAUSE OF ACTION**

24 ***Brought on Behalf of the California Statutory Subclass***
25 **Violation of the California Consumers Legal Remedies Act**
26 **(California Civil Code §§ 1750 *et seq.*)**

27 44. Plaintiff incorporates by reference in this cause of action each and every
28 allegation of the preceding paragraphs, with the same force and effect as though fully set
forth herein.

1 45. Plaintiff brings this cause of action on behalf of herself and the other
2 members of the California Statutory Subclass.

3 46. This cause of action is brought under the California Consumers Legal
4 Remedies Act, California Civil Code sections 1750 *et seq.* ("CRLA"). Plaintiff and
5 members of the California Statutory Subclass are consumers as defined by California
6 Civil Code section 1761(d). The Federer Tennis Rackets are goods within the meaning
7 of California Civil Code section 1761(a).

8 47. Defendant violated and continues to violate the CRLA by engaging in the
9 following practices proscribed by California Civil Code section 1770(a) in transactions
10 with Plaintiff and members of the California Statutory Subclass, which were intended to
11 result in, and did result in, the sale of Federer Tennis Rackets:

12 (5) Representing that [Federer Tennis Rackets have] characteristics . . .
13 which they do not have.

14 (7) Representing that [Federer Tennis Rackets] are of a particular
15 standard, quality, or grade, or . . . of a particular style or model.

16 (9) Advertising goods . . . with intent not to sell them as advertised.

17 48. Defendant violated the CRLA by misrepresenting and advertising Federer
18 Tennis Rackets, as discussed above. However, Defendant knew, or should have known,
19 that these representations were false and misleading.

20 49. In order to conceal the fact that its claims that Roger Federer plays with the
21 Federer Tennis Rackets are untrue, Defendant painted the Federer Tennis Rackets to
22 disguise the outdated rackets he was actually playing with in order to make them look
23 like the newer models that he is paid by Defendant to endorse.

24 50. Under Section 1782 of the CLRA, by letter dated February 1, 2013,
25 Plaintiff notified Defendant in writing of the particular violations of Section 1770 of the
26 CLRA and demanded that Defendant rectify the problems associated with the behavior
27 detailed above, which acts and practices are in violation of California Code section
28 1770.

1 51. Defendant failed to respond adequately to Plaintiff's above-described
2 demand within thirty days of Plaintiff's notice. Accordingly, Plaintiff requests damages
3 and other relief permitted by California Civil Code section 1780.

4 52. Plaintiff will file a Declaration of Venue in accordance with Civil Code
5 section 1780(d).

6 53. Under Section 1782(d) of the CLRA, Plaintiff seeks an order enjoining the
7 acts and practices described above, restitution of property, and any other relief that the
8 court deems proper.

9 54. Defendant's conduct is malicious, fraudulent, and wanton, and Defendant
10 intentionally misleads and withholds material information from consumers in order to
11 increase the sale of the Federer Tennis Rackets.

12 55. Defendant's misrepresentations and omissions were material to Plaintiff
13 and members of the California Statutory Subclass. Plaintiff and members of the
14 California Statutory Subclass would not have purchased and consumed the Federer
15 Tennis Rackets had it not been for Defendant's misrepresentations and concealments of
16 material facts. Plaintiff and members of the California Statutory Subclass were
17 damaged as a result of Defendant's material misrepresentations and omissions.

18 **SECOND CAUSE OF ACTION**

19 ***Brought on Behalf of the California Statutory Subclass***
20 **Violation of the California Unfair Business Practices Act**
(California Business & Professions Code §§ 17200 *et seq.*)

21 56. Plaintiff incorporates by reference in this cause of action each and every
22 allegation of the preceding paragraphs, with the same force and effect as though fully set
23 forth herein.

24 57. Plaintiff brings this cause of action on behalf of herself and the other
25 members of the California Statutory Subclass.

26 58. California Business and Professions Code section 17200 prohibits "any
27 unlawful, unfair or fraudulent business act or practice." For the reasons described
28

1 above, Defendant has engaged in unlawful, unfair, and/or fraudulent business acts or
2 practices in violation of California Business and Professions Code section 17200.

3 59. Defendant's misrepresentations and omissions of material facts, as set forth
4 herein, constitute an unlawful practice because they violate California Civil Code
5 sections 1572, 1573, 1709, 1710, 1711, and 1770, and the common law.

6 60. Defendant's misrepresentations and omissions of material facts, as set forth
7 herein, also constitute "unfair" business acts and practices within the meaning of
8 California Business and Professions Code section 17200 *et seq.*, in that Defendant's
9 conduct was injurious to consumers, offended public policy, and was unethical and
10 unscrupulous. Plaintiff also asserts a violation of public policy by withholding material
11 facts from consumers. Defendant's violation of California's consumer protection and
12 unfair competition laws in California resulted in harm to consumers.

13 61. There were reasonable alternatives available to Defendant to further
14 Defendant's legitimate business interests, other than the conduct described herein.

15 62. California Business and Professions Code section 17200 also prohibits any
16 "fraudulent business act or practice."

17 63. Defendant's misrepresentations and concealment of material facts, as set
18 forth above, were false, misleading, and/or likely to deceive the public within the
19 meaning of California Business and Professions Code section 17200.

20 64. Defendant's misrepresentations and concealment were made with
21 knowledge of their effect, and were done to induce Plaintiff and members of the
22 California Statutory Subclass to purchase Federer Tennis Rackets. Plaintiff and
23 members of the California Statutory Subclass saw and justifiably relied on Defendant's
24 misrepresentations when purchasing Federer Tennis Rackets.

25 65. Defendant's conduct caused and continues to cause injury to Plaintiff and
26 members of the California Statutory Subclass. Defendant's misrepresentations and
27 omissions were material to Plaintiff and members of the California Statutory Subclass.
28 Plaintiff and members of the California Statutory Subclass would not have purchased

1 and used the Federer Tennis Rackets had it not been for Defendant's misrepresentations
2 and concealment of material facts. Plaintiff and members of the California Statutory
3 Subclass have suffered injury in fact and have lost money as a result of Defendant's
4 fraudulent conduct.

5 66. Defendant's misrepresentations and omissions alleged herein are
6 objectively material to the reasonable consumer, and they were material to Plaintiff.
7 Reliance upon the misrepresentations and omissions discussed herein may therefore be
8 presumed as a matter of law. The materiality of such representations and omissions also
9 establishes causation between Defendant's conduct and the injuries suffered by Plaintiff
10 and the members of the California Statutory Subclass.

11 67. Defendant has engaged in unlawful, unfair, and fraudulent business acts
12 entitling Plaintiff and members of the California Statutory Subclass to judgment and
13 equitable relief against Defendant, as set forth in the Prayer for Relief.

14 68. Additionally, under Business and Professions Code section 17203, Plaintiff
15 and members of the California Statutory Subclass seek an order requiring Defendant to
16 immediately cease such acts of unlawful, unfair, and fraudulent business practices, and
17 requiring Defendant to correct its actions.

18 **THIRD CAUSE OF ACTION**

19 ***Brought on Behalf of the California Statutory Subclass***
20 **Violation of the California False Advertising Law**
(California Business & Professions Code §§ 17500 *et seq.*)

21 69. Plaintiff incorporates by reference in this cause of action each and every
22 allegation of the preceding paragraphs, with the same force and effect as though fully set
23 forth herein.

24 70. Plaintiff brings this cause of action on behalf of herself and the members of
25 the California Statutory Subclass.

26 71. California Business and Professions Code section 17500 prohibits "unfair,
27 deceptive, untrue or misleading advertising."
28

1 72. Defendant violated California Business and Professions Code section
2 17500 by, *inter alia*, (a) misleadingly advertising that Roger Federer uses Federer
3 Tennis Rackets on the ATP Tour; (b) painting the tennis rackets that Federer actually
4 plays with professionally to look like the newest models Wilson sells to consumers; and
5 (c) concealing material information about the Federer Tennis Rackets, in that Federer
6 does not actually use the tennis racket he is paid to endorse at the time of his
7 endorsement.

8 73. Defendant's deceptive practices were specifically designed to induce
9 Plaintiff and other members of the California Statutory Subclass to purchase the Federer
10 Tennis Rackets over those of its competitors or other Wilson models that were not as
11 expensive. Defendant's practices were carried out through paint jobs on the Federer
12 Tennis Rackets in order to induce Plaintiff and other members of the California
13 Statutory Subclass to purchase Federer Tennis Rackets.

14 74. Plaintiff and other members of the California Statutory Subclass would not
15 have purchased and consumed the Federer Tennis Rackets had it not been for
16 Defendant's misrepresentations and concealment of material facts. Plaintiff and other
17 members of the California Statutory Subclass were denied the benefit of the bargain
18 when they decided to purchase the Federer Tennis Rackets over competitor products or
19 other Wilson products, which are less expensive or do not unlawfully claim to be used
20 by Roger Federer during competitive play on the ATP Tour. Had Plaintiff and other
21 members of the California Statutory Subclass been aware of Defendant's false and
22 misleading advertising tactics, they would not have purchased the Federer Tennis
23 Rackets.

24 75. The content of Wilson's representations concerning the Federer Tennis
25 Rackets, as alleged herein, were of a nature likely to deceive reasonable consumers.

26 76. Defendant's misrepresentations and omissions alleged herein are
27 objectively material to the reasonable consumer, and reliance upon such
28 misrepresentations and omissions may therefore be presumed as a matter of law. The

1 materiality of such representations and omissions also establishes causation between
2 Defendant's conduct and Plaintiff's and the California Statutory Subclass members'
3 injuries.

4 77. Unless restrained by this Court, Defendant will continue to engage in
5 misleading advertising, as alleged above, in violation of California Business and
6 Professions Code section 17500.

7 78. As a result of the foregoing, Plaintiff and members of the California
8 Statutory Subclass have been injured in fact and lost money or property, and they are
9 entitled to restitution and injunctive relief.

10
11 **FOURTH CAUSE OF ACTION**
12 ***Brought on Behalf of the Nationwide Subclass***
13 **Fraud**

14 79. Plaintiff incorporates by reference in this cause of action each and every
15 allegation of the preceding paragraphs, with the same force and effect as though fully set
16 forth herein.

17 80. Plaintiff brings this cause of action on behalf of herself and the other
18 members of the Nationwide Subclass.

19 81. Defendant, through the years from at least January 1, 2006, directly or
20 through its agents and employees, made false representations, concealments, and
21 nondisclosures to Plaintiff and members of the Nationwide Subclass. For example only,
22 on October 25, 2010, Defendant issued a press release representing that Roger Federer
23 won the Stockholm Open while "[s]winging his Wilson Six.One Tour BLX racket." On
24 July 7, 2012, Defendant issued a press release stating that Roger Federer had achieved a
25 Grand Slam victory while "[p]laying with the Wilson Pro Staff Six.One 90 racket."

26 82. Defendant's statements were false. Contrary to Defendant's statements,
27 Roger Federer did not play with the new-model Wilson rackets identified in the press
28 releases. Rather, in each case Federer was playing with an older-model racket that was

1 disguised to look like the new-model Wilson racket. Further, after providing a disguised
2 racket and issuing the above press releases, Defendant failed to disclose the true facts.

3 83. When Defendant made the representations described herein, it knew that
4 the representations were false. It made these representations with the intention to induce
5 consumers to purchase the Federer Tennis Rackets, believing that Roger Federer really
6 played with that model racket. Further, Defendant knew that its concealment of the true
7 facts about Roger Federer's racket use was likely to mislead consumers into believing
8 that Federer used the new Federer Tennis Racket.

9 84. Plaintiff and other members of the Nationwide Subclass relied upon these
10 false representations, concealments, and nondisclosures by Defendant when purchasing
11 the Federer Tennis Rackets at issue herein, which reliance was justified.

12 85. As a result of Defendant's wrongful conduct, Plaintiff and other members
13 of the Nationwide Subclass have suffered and continue to suffer economic losses and
14 other general and specific damages, including but not limited to the amounts paid for the
15 Federer Tennis Rackets, and any interest that would have been accrued on those monies,
16 all in an amount to be determined according to proof at time of trial.

17 86. The aforementioned conduct of Defendant was an intentional
18 misrepresentation, deceit, or concealment of a material fact known to Defendant, and
19 was despicable conduct that subjected Plaintiff and other members of the Nationwide
20 Subclass to a cruel and unjust hardship in conscious disregard of their rights, thereby
21 justifying an award of punitive damages against Defendant.

22
23 **FIFTH CAUSE OF ACTION**
24 ***Brought on Behalf of the Nationwide Subclass***
25 **Negligent Misrepresentation**

26 87. Plaintiff incorporates by reference in this cause of action each and every
27 allegation of the preceding paragraphs, with the same force and effect as though fully set
28 forth herein.

1 88. Plaintiff brings this cause of action on behalf of herself and the other
2 members of the Nationwide Subclass.

3 89. Defendant, directly or through its agents and employees, made false
4 representations, concealments, and nondisclosures to Plaintiff and members of the
5 Nationwide Subclass. For example only, on October 25, 2010, Defendant issued a press
6 release representing that Roger Federer won the Stockholm Open while “[s]winging his
7 Wilson Six.One Tour BLX racket.” On July 7, 2012, Defendant issued a press release
8 stating that Roger Federer had achieved a Grand Slam victory while “[p]laying with the
9 Wilson Pro Staff Six.One 90 racket.”

10 90. Defendant’s statements were false. Contrary to Defendant’s statements,
11 Roger Federer did not play with the new-model Wilson rackets identified in the press
12 releases. Rather, in each case Federer was playing with an older-model racket that was
13 disguised to look like the new-model Wilson racket. Further, after providing a disguised
14 racket and issuing the above press releases, Defendant failed to disclose the true facts.

15 91. In making the representations of fact to Plaintiff and members of the
16 Nationwide Subclass described herein, Defendant has failed to fulfill its duties to
17 disclose the material facts set forth above. The direct and proximate cause of said
18 failure to disclose was the negligence and carelessness of Defendant.

19 92. In making the representations and omissions, and in doing the acts alleged
20 above, Defendant acted without any reasonable grounds for believing the representations
21 were true, and intended by said representations and omissions to induce the reliance of
22 Plaintiff and other members of the Nationwide Subclass.

23 93. Plaintiff and other members of the Nationwide Subclass relied upon these
24 false representations, concealments, and nondisclosures by Defendant when purchasing
25 the Federer Tennis Rackets at issue herein, which reliance was justified.

26 94. As a result of Defendant’s wrongful conduct, Plaintiff and other members
27 of the Nationwide Subclass have suffered and continue to suffer economic losses and
28 other general and specific damages, including but not limited to the amounts paid for the

1 Federer Tennis Rackets, and any interest that would have been accrued on those monies,
2 all in an amount to be determined according to proof at time of trial.

3
4 **SIXTH CAUSE OF ACTION**
5 ***Brought on Behalf of the Nationwide Subclass***
6 **Breach of Express Warranty**

7 95. Plaintiff incorporates by reference in this cause of action each and every
8 allegation of the preceding paragraphs, with the same force and effect as though fully set
9 forth herein.

10 96. Plaintiff brings this cause of action on behalf of herself and the other
11 members of the Nationwide Subclass.

12 97. Plaintiff, and each member of the Nationwide Subclass, formed a contract
13 with Defendant at the time that Plaintiff and each member of the Nationwide Subclass
14 purchased the Federer Tennis Racket. The terms of that contract include the promises
15 and affirmations of fact that the Federer Tennis Racket was used by Roger Federer in
16 competitive play, as represented by Defendant in its press releases and other marketing
17 materials. Defendant's press releases and other marketing materials contain an express
18 warranty, which became part of the basis of the bargain, and is part of a standardized
19 contract between Defendant on the one hand, and Plaintiff and each member of the
20 Nationwide Subclass on the other hand.

21 98. Plaintiff and other members of the Nationwide Subclass relied upon the
22 express warranty made by Defendant when purchasing the Federer Tennis Rackets at
23 issue herein, which reliance was justified.

24 99. All conditions precedent to Defendant's liability under this contract have
25 been performed by Plaintiff and the Nationwide Subclass.

26 100. Despite express warranties that the Federer Tennis Racket was used by
27 Roger Federer in tournament play, the Federer Tennis Racket has not been used by
28 Roger Federer in tournament play.

1 101. Defendant breached the terms of this contract, including the express
2 warranties, with Plaintiff and the members of the Nationwide Subclass by not providing
3 the model tennis racket that was actually used by Roger Federer in tournament play.

4 102. As a result of Defendant's breach of express warranty, Plaintiff and
5 members of the Nationwide Subclass were harmed in the amount of the purchase price
6 that they paid for the Federer Tennis Racket.

7
8 **SEVENTH CAUSE OF ACTION**
9 ***Brought on Behalf of the Nationwide Subclass***
10 **Unjust Enrichment**

11 103. Plaintiff incorporates by reference in this cause of action each and every
12 allegation of the preceding paragraphs, with the same force and effect as though fully set
13 forth herein.

14 104. By its wrongful acts and omissions for the Federer Tennis Rackets, as
15 discussed above, with false and materially misleading claims, Defendant was unjustly
16 enriched at the expense of Plaintiff and members of the Nationwide Subclass, who did
17 not receive the goods to which they were entitled — as discussed in detail above — for
18 the payments made to Defendant, and thus, Plaintiff and members of the Nationwide
19 Subclass were unjustly deprived.

20 105. It would be inequitable and unconscionable for Defendant to retain the
21 profit, benefit, and other compensation it obtained from its deceptive misleading, and
22 unlawful conduct alleged herein.

23 106. Plaintiff and members of the Nationwide Subclass seek restitution from
24 Defendant, and seek an order of this Court disgorging all profits, benefits, and other
25 compensation obtained by Defendant from its wrongful conduct.

26 ///

27 ///

28 ///

EIGHTH CAUSE OF ACTION

Brought on Behalf of the Nationwide Subclass
Violation of Illinois Deceptive Trade Practices Act
(815 ILCS 510)

1
2
3
4 107. Plaintiff incorporates by reference in this cause of action each and every
5 allegation of the preceding paragraphs, with the same force and effect as though fully set
6 forth herein.

7 108. Plaintiff brings this cause of action on behalf of herself and the other
8 members of the Nationwide Subclass.

9 109. Wilson committed deceptive trade practices in connection with the
10 misconduct alleged herein, including through its act of fraud and misrepresentation.
11 Such acts include Wilson's fraudulent misrepresentations about the Federer Tennis
12 Rackets.

13 110. Wilson's conduct, as described herein, including its fraudulent
14 misrepresentations concerning the Federer Tennis Rackets, constitutes a deceptive trade
15 practice in violation of 815 ILCS 510.

16 111. Wilson's deceptive acts described herein were directed at consumers such
17 as Plaintiff.

18 112. Wilson's deceptive acts described herein were misleading in a material
19 way.

20 113. As a proximate result of Wilson's deceptive acts, Plaintiff and the public,
21 including the Class, have been damaged.

PRAYER FOR RELIEF

22
23 Plaintiff, on behalf of herself and all others similarly situated, requests the Court
24 to enter judgment against Defendant, as follows:

25 1. Certifying the Class, including the California Statutory Subclass and the
26 Nationwide Subclass, as requested herein, certifying Plaintiff as the representative of the
27 Class, and appointing Plaintiff's counsel as counsel for the Class;
28

1 2. Ordering that Defendant is financially responsible for notifying all
2 members of the Class of the alleged misrepresentations and omissions discussed herein;

3 3. Awarding Plaintiff and the members of the Class compensatory and
4 punitive damages in an amount according to proof at trial;

5 4. Awarding restitution and disgorgement of Defendant's revenues and/or
6 profits to Plaintiff and members of the Class;

7 5. Awarding declaratory and injunctive relief as permitted by law or equity,
8 including: enjoining Defendant from continuing the unlawful practices as set forth
9 herein, and directing Defendant to identify, with Court supervision, victims of its
10 conduct and to pay them restitution and disgorgement of all monies acquired by
11 Defendant by means of any act or practice declared by this Court to be wrongful.

12 6. Ordering Defendant to engage in corrective advertising;

13 7. Awarding interest on the monies wrongfully obtained from the date of
14 collection through the date of entry of judgment in this action;

15 8. Awarding attorneys' fees, expenses, and recoverable costs reasonably
16 incurred in connection with the commencement and prosecution of this action; and

17 9. For such other and further relief as the Court deems just and proper.

18
19 Dated: March 8, 2013

BARON & BUDD, P.C.
Daniel Alberstone
Roland Tellis
Peter Smith
Mark Pifko

20
21
22
23 By: 
24 Daniel Alberstone

25 Attorneys for Plaintiff
26 SARI M. ANDELSON, individually
27 and on behalf of other members of the
28 general public similarly situated

DEMAND FOR JURY TRIAL

1
2 Plaintiff hereby demands a trial of their claims by jury to the extent authorized by
3 law.

4
5 Dated: March 8, 2013

BARON & BUDD, P.C.
Daniel Alberstone
Roland Tellis
Peter Smith
Mark Pifko

6
7
8
9 By: 

10 Daniel Alberstone

11 Attorneys for Plaintiff
12 SARI M. ANDELSON, individually
13 and on behalf of other members of the
14 general public similarly situated
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge R. Gary Klausner and the assigned discovery Magistrate Judge is Stephen J. Hillman.

The case number on all documents filed with the Court should read as follows:

CV13 - 1681 RGK (SHx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself)
SARI M. ANDELSON, individually and on behalf of other members of the general public similarly situated

DEFENDANTS (Check box if you are representing yourself)
WILSON SPORTING GOODS COMPANY, a corporation organized and existing under the laws of the State of Delaware

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
Daniel Alberstone (SBN 105275); Roland Tellis (SBN 186269); Peter F. Smith (SBN 203224); Mark Piirko (SBN 228412)
BARON & BUDD, P.C.
15910 Ventura Boulevard, Suite 1600, Encino, CA 91436; Ph.: 818.839.2333

II. BASIS OF JURISDICTION (Place an X in one box only.)

1. U.S. Government Plaintiff
 2. U.S. Government Defendant

3. Federal Question (U.S. Government Not a Party)
 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)

Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

1. Original Proceeding
 2. Removed from State Court
 3. Remanded from Appellate Court
 4. Reinstated or Reopened
 5. Transferred from Another District (Specify)
 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ excess of \$5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Violation of Consumers Legal Remedies Act (Cal. Civ. Code sections 1750 et seq.); Violation of Unfair Competition Law (Cal. Bus. & Prof. Code sections 17200 et seq.) and Violation of False Advertising Law (Cal. Bus. & Prof. Code sections 17500 et seq.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS	
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 463 Habeas Corpus: Allen Detainee	<input type="checkbox"/> 820 Copyrights	
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent	
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS		<input type="checkbox"/> 840 Trademark	
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY		<input type="checkbox"/> 530 General	SOCIAL SECURITY	
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)	
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 862 Black Lung (923)	
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))	
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 864 SSID Title XVI	
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY		<input type="checkbox"/> 865 RSI (405 (g))	
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS	
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS		<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 740 Railway Labor Act		
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act		
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation		
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act		

FOR OFFICE USE ONLY: Case Number: **CV13-01681**

AFTER COMPLETING PAGE 1 OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED ON PAGE 2.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? NO YES

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? NO YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose. **NOTE: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

*Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT): Daniel Alberstone DATE: March 8, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Central District of California

SARI M. ANDELSON, individually and on behalf of
other members of the general public similarly
situated,

Plaintiff(s)

v.

WILSON SPORTING GOODS COMPANY, a
corporation organized and existing under the laws of
the State of Delaware,

Defendant(s)

CV 13-01681 PkK (SHx)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* WILSON SPORTING GOODS COMPANY, a corporation organized and existing under
the laws of the State of Delaware
8750 West Bryn Mawr Avenue
Chicago, Illinois 60631

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

MAH - 8 2013

Date: _____

CLERK OF COURT

JULIE PRADO

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: