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**BAKER BOTTS L.L.P.**  
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Attorneys for Defendants Mott's L.L.P.  
and Dr Pepper Snapple Group, Inc.

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

KAW

MOHAMMED RAHMAN, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

MOTT'S L.L.P., DR PEPPER SNAPPLE  
GROUP, INC., and DOES 1 through 10,

Defendants.

Case No. **CV 13 3482**

**DEFENDANTS MOTT'S L.L.P. AND DR  
PEPPER SNAPPLE GROUP, INC'S  
NOTICE OF REMOVAL TO FEDERAL  
COURT PURSUANT TO 28 U.S.C.  
§§ 1332(d), 1441(b), 1446, AND 1453**

**FILED**  
2013 JUL 26 P 2:59  
RICHARD W. WIERING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

FILE VIA FAX

**NOTICE OF REMOVAL**

1  
2 Defendants Mott's L.L.P. ("Mott's") and Dr Pepper Snapple Group, Inc. ("DPSG")<sup>1</sup>  
3 remove this action from the Superior Court in the State of California for the County of San  
4 Francisco to the United States District Court for the Northern District of California. Removal is  
5 based on the Class Action Fairness Act ("CAFA"), 28 U.S.C. §§ 1332(d), 1441(b), 1446, and  
6 1453, on the grounds described below. Because there are no other named defendants in this  
7 action, no consent to removal is necessary.

8 **I. FACTUAL BACKGROUND AND STATE COURT PROCEEDINGS**

9 1. On June 13, 2013, Plaintiff Mohammed Rahman filed a class action complaint  
10 styled *Rahman v. Mott's L.L.P., et al.*, Case No. CGC-13-532078, in the California Superior  
11 Court for the County of San Francisco. Mott's and DPSG were served with the Summons and  
12 Complaint on June 26, 2013. Copies of the service of process, summons, and Class Action  
13 Complaint ("Compl.") are attached to this Notice as Exhibits 1 and 2. No other documents have  
14 been filed in the Superior Court in this matter.

15 2. Mott's—which is the proper defendant in this case—markets and sells Mott's  
16 100% Apple Juice and certain unsweetened apple sauce and fruit products which have labels  
17 containing the words "No Sugar Added." According to Rahman, the labels on these products  
18 violate California state law because they do not comply with certain Food and Drug  
19 Administration ("FDA") regulations concerning use of the words "No Sugar Added" on food and  
20 beverage labels. Compl. ¶¶ 1–16. Rahman alleges that he "would not have purchased" the  
21 products had he "not observed the No Sugar Added Label." *Id.* ¶ 32.

22 3. Based on these alleged regulatory violations, Rahman asserts causes of action for  
23 unlawful, unfair, and fraudulent business practices in violation of the California Unfair  
24 Competition Law (California Business and Professions Code § 17200, *et seq.*); false advertising  
25 under the California False Advertising Law (California Business and Professions Code § 17500,  
26

---

27 <sup>1</sup> DPSG is an improper party to this action. Mott's is the owner and licensor of the Mott's  
28 trademark and the proper defendant in this case. By removing this action, DPSG does not  
concede that it is the proper defendant or waive its right seek dismissal on that basis.

1 *et seq.*); misrepresenting the nature of goods sold to consumers in violation of the California  
 2 Consumer Legal Remedies Act (California Civil Code § 1750, *et seq.*); negligent  
 3 misrepresentation; and breach of quasi-contract. *Id.* ¶¶ 50–89.

4 4. Rahman seeks relief on a class-wide basis. *Id.* ¶¶ 34–49. The remedies sought by  
 5 Rahman include, *inter alia*, an order requiring Mott’s to change the packaging for all products  
 6 named in the Complaint, including Mott’s 100% Apple Juice, to comply with Rahman’s view of  
 7 the applicable food labeling regulations; an order requiring Mott’s to engage in corrective  
 8 advertising; actual damages or full restitution of all funds expended by Rahman and other  
 9 California consumers on Mott’s “No Sugar Added” products during the class period; punitive  
 10 damages; statutory enhanced damages; and attorneys’ fees. *See id.* ¶ 92(e)–(k).

## 11 II. LEGAL BASIS FOR REMOVAL

### 12 A. **The standard for removal under CAFA has been met.**

13 5. Under CAFA, district courts have original jurisdiction over class action lawsuits in  
 14 which (1) any member of a class of plaintiffs is a citizen of a state different from any defendant,  
 15 and (2) the amount in controversy for the putative class members in the aggregate exceeds the  
 16 sum or value of \$5,000,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d)(2). In  
 17 addition, the proposed class must contain at least 100 members. *Id.* § 1332(d)(5). The defendant  
 18 bears the burden to establish each of CAFA’s requirements for removal jurisdiction. *See*  
 19 *Lowdermilk v. U.S. Bank Nat’l Assoc.*, 479 F.3d 994, 997 (9th Cir. 2007).

20 6. Matters that satisfy CAFA’s requirements are removable under 28 U.S.C. § 1446.  
 21 This case meets all of the CAFA requirements for removal, and is timely and properly removed  
 22 by the filing of this Notice.

### 23 (1) **The minimal diversity requirement has been satisfied.**

24 7. “[U]nder CAFA, complete diversity is not required; ‘minimal diversity’ suffices.”  
 25 *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021 (9th Cir. 2007). Minimal diversity requires  
 26 that the citizenship of at least one plaintiff differs from that of at least one defendant. 28 U.S.C.  
 27 § 1332(d)(2)(A); *see also Schneider v. Bishop*, No. 12-1998, 2012 WL 5948465, at \*1 (S.D. Cal.  
 28 Nov. 17, 2012) (holding that minimal diversity under CAFA was met when the plaintiff was a

1 citizen of California and the defendant was incorporated in Washington and maintained its  
2 principal place of business in Washington). That requirement has been met here because Rahman  
3 is a citizen of California, while DPSG and Mott's are citizens of different states.

4 8. An individual is a citizen of the state where he resides. 28 U.S.C. § 1332(a)(1).  
5 Rahman resides in California and is a citizen of that state. Compl. ¶ 18.

6 9. A corporation is a "citizen of every state...by which it has been incorporated and  
7 of the State...where it has its principal place of business." 18 U.S.C. § 1332(c)(1). The Supreme  
8 Court has clarified that a corporation's principal place of business is the place where "a  
9 corporation's officers direct, control, and coordinate the corporation's activities," which is  
10 typically "the place where the corporation maintains its headquarters." *Hertz Corp. v. Friend*,  
11 130 S. Ct. 1181, 1192 (2010). DPSG is incorporated under the laws of the state of Delaware.  
12 Compl. ¶ 20; Exhibit 3 (Declaration of Ryan Bangert ("Bangert Decl.,")) Exhibit A. DPSG's  
13 headquarters is located in Plano, Texas, and DPSG's officers direct, control, and coordinate the  
14 company's activities from Plano, Texas. Compl. ¶ 20; Exhibit 4 (Declaration of Eric Blackwood  
15 ("Blackwood Decl.,")) ¶ 3.

16 10. A limited liability partnership is a citizen of all the states in which its partners are  
17 citizens. *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). Mott's  
18 is a subsidiary of and owned by DPSG. Blackwood Decl. ¶ 4. Moreover, Mott's headquarters is  
19 located in Plano, Texas, and its board of managers and officers direct, control, and coordinate the  
20 company's activities from Plano, Texas. *Id.*; Compl. ¶ 19.

21 **(2) The \$5 million amount-in-controversy requirement has been satisfied.**

22 11. Rahman's lawsuit also meets CAFA's amount-in-controversy requirement because  
23 it seeks restitution and declaratory and injunctive relief that, in the aggregate, are worth more than  
24 CAFA's \$5 million threshold.

25 12. When removal is sought under CAFA, the amount in controversy requirement  
26 should be "interpreted expansively." *Yeroushalmi v. Blockbuster, Inc.*, No. 05-225, 2005 WL  
27 2083008, at \*3 (C.D. Cal. July 11, 2005), citing S. Rep. No. 109-14, at 42 (2005). "In measuring  
28 the amount in controversy, a court must assume that the allegations of the complaint are true and

1 that a jury will return a verdict for the plaintiff on all claims made in the complaint.” *Korn v.*  
2 *Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008). If the court is uncertain  
3 whether the amount in controversy exceeds \$5 million, “the court should err in favor of  
4 exercising jurisdiction over the case.” *Yeroushalmi*, 2005 WL 2083008, at \*3, citing S. Rep. No.  
5 109-14, at 42 (2005).

6 13. Under CAFA, “[t]he amount in controversy includes that amount of damages in  
7 dispute....” *Turnage v. Old Dominion Freight Line, Inc.*, No. C 13-1409 PJH, 2013 WL  
8 2950836, at \*2 (N.D. Cal. June 14, 2013). The amount in controversy also includes restitution.  
9 *Tompkins v. Basic Research LLC*, No. 08-244, 2008 WL 1808316, at \*4 (E.D. Cal. Apr. 22,  
10 2008) (expressly including “a potential restitution award” when calculating the amount in  
11 controversy for purposes of CAFA jurisdiction.).

12 14. The amount in controversy in a case removed under CAFA also “includes either  
13 the defendant’s cost of compliance with an injunction or the plaintiff’s benefit from the  
14 injunction.” *Id.* at \*4 (citing *In re Ford Motor Co.*, 264 F.3d 952 (9th Cir. 2001)); *see also*  
15 *Yeroushalmi*, 2005 WL 2083008, at \*3 (noting that a matter should be subject to federal  
16 jurisdiction under CAFA “if the value of the matter in litigation exceeds \$5,000,000 either from  
17 the viewpoint of the plaintiff or the viewpoint of the defendant, and regardless of the type of relief  
18 sought (e.g., damages, injunctive relief, or declaratory relief”).

19 15. If a plaintiff fails to plead an amount in controversy in a class action complaint, a  
20 defendant seeking removal “must prove by only a preponderance of the evidence that the  
21 damages claimed exceed \$5,000,000.” *Lowdermilk v. U.S. Bank Nat’l Assoc.*, 479 F.3d 994, 998  
22 (9th Cir. 2007). When a proposed class plaintiff alleges damages for less than \$5 million, a  
23 defendant seeking removal “must prove with legal certainty that CAFA’s jurisdictional amount is  
24 met.” *Id.* at 1000. The legal certainty standard “does *not* mean the defendant must prove the  
25 plaintiff’s case; rather, the defendant must produce enough evidence to allow a court ‘to *estimate*  
26 with certainty the actual amount in controversy.’” *Campbell v. Vitran Express, Inc.*, No. 12-  
27 55052, 471 Fed. App’x 646, 647 (9th Cir. Mar. 08, 2012) (quoting *Lowdermilk*, 479 F.3d at 1001  
28 (emphasis added)). Regardless of which standard is applied here, removal is appropriate because

1 it is legally and factually certain that the amount in controversy exceeds \$5,000,000.

2 **(a) Rahman requests restitution and damages that will exceed \$5,000,000.**

3 16. Rahman requests restitution and damages that, if granted, would cost Mott's and  
4 DPSG well in excess than \$5,000,000.

5 17. Rahman requests "full restitution of all funds acquired from Plaintiff and Class  
6 Members from the sale of misbranded Class Products during the relevant class period." Compl.  
7 ¶ 92(h). Rahman identifies the class period as "four years prior to the filing of the original  
8 complaint in this action until the date of certification." *Id.* ¶ 36. Rahman filed his complaint on  
9 June 13, 2013.

10 18. During the 52-week period preceding June 15, 2013, California consumers  
11 purchased over 2.4 million units of Mott's 100% Apple Juice with "No Sugar Added" labels from  
12 grocery, convenience, and drug stores located in California, and paid of \$6 million for those units.  
13 Blackwood Decl. ¶ 5. Those figures do not include any sales made outside the Los Angeles, San  
14 Francisco, San Diego, and Sacramento markets, or sales made outside the grocery, convenience,  
15 and drug store channels. *Id.*

16 19. From January 1, 2012 to June 15, 2013, California consumers purchased over 2.2  
17 million units of Mott's Natural Applesauce, Mott's Healthy Harvest products, Mott's Medleys  
18 products, and Mott's Snack and Go products with "No Sugar Added" labels (collectively the  
19 "Sauce Products") from grocery stores located in California, and paid over \$6 million for those  
20 units. *Id.* ¶ 6. Those figures do not include any sales made outside the Los Angeles, San  
21 Francisco, San Diego, and Sacramento markets, or sales made outside the grocery store channel.  
22 *Id.*

23 20. From January 1, 2012 to June 15, 2013, California consumers purchased  
24 approximately 1.2 million units of Mott's 100% Apple Juice with "No Sugar Added" labels from  
25 Wal-Mart stores in California at a cost of over \$4 million, and 2 million units of Sauce Products  
26 with "No Sugar Added" labels at Wal-Mart stores in California at a cost of over \$4 million. *Id.*  
27 ¶ 7.

28 21. Because California consumers spent approximately \$20 million to purchase Mott's

1 100% Apple Juice and Sauce Products with “No Sugar Added” labels that are the subject to  
2 Rahman’s Complaint in California grocery, convenience, drug, and Wal-Mart stores during the  
3 17.5 month period preceding the filing of this lawsuit, the amount in controversy unquestionably  
4 exceeds CAFA’s \$5 million threshold. *See, e.g., Watkins v. Vital Pharms., Inc.*, No. 13-55755,  
5 2013 WL 3306322, at \*2 (9th Cir. July 2, 2013) (per curiam) (holding that a declaration stating  
6 that total sales of the product at issue exceeded \$5 million during the class period was sufficient  
7 to meet CAFA’s amount in controversy requirement).

8 **(b) Rahman requests declaratory and injunctive relief that will cost**  
9 **Mott’s and DPSG more than \$2 million.**

10 22. Rahman requests declaratory and injunctive relief that, if granted, will cost Mott’s  
11 and DPSG more than \$2 million. Rahman requests (1) a declaration that the Mott’s “No Sugar  
12 Added” label is unlawful; (2) an order requiring Mott’s and DPSG to change the product  
13 packaging for all products identified in the Complaint; and (3) an order requiring Mott’s and  
14 DPSG to perform corrective advertising throughout California. *See* Compl. ¶ 92(c), (e)–(g). If  
15 Rahman were granted the relief he seeks, Mott’s would incur substantial costs to (at the very  
16 least) (1) dispose of its existing inventory of products labeled “No Sugar Added” in its California  
17 plants and warehouses; (2) repurchase, reclaim, and dispose of Mott’s products bearing the No  
18 Sugar Added labeling stocked at retail locations in California; and (3) execute a corrective  
19 advertising campaign in California.

20 23. To comply with a court order that Mott’s stop selling products labeled “No Sugar  
21 Added” in California, Mott’s would incur costs of over \$1 million to dispose of its current  
22 inventory of those products stocked in its California plants and warehouses. Blackwood Decl.  
23 ¶ 8.

24 24. To comply with a court order that Mott’s change out the product labeling on all  
25 Mott’s products bearing “No Sugar Added” labels, Mott’s and DPSG would incur costs of  
26 approximately \$500,000 to repurchase and reclaim the entire stock of Mott’s 100% Apple Juice  
27 and Sauce Products with “No Sugar Added” labels from retailers in California. *Id.* ¶ 9.

28 25. To execute a one-month corrective advertising campaign using print media

1 channels, including billboard and newspaper advertisements, used by Mott's to advertise its  
2 products, Mott's would incur costs of over \$500,000. *Id.* ¶ 10.

3 26. In total, the cost to Mott's and DPSG to comply with the declaratory and  
4 injunctive relief requested by Rahman would be more than \$2 million.

5 **(3) The 100 class members requirement has been satisfied.**

6 27. Finally, the proposed class contains at least 100 members, satisfying CAFA's last  
7 requirement. Rahman seeks to represent a class of "[a]ll California residents" who, within four  
8 years preceding the filing of the Complaint, purchased the Mott's products labeled "No Sugar  
9 Added." Compl. ¶ 36. Rahman's alleged "class period" includes "any time between four years  
10 prior to the filing of the original complaint in this action until the date of certification." *Id.*  
11 Rahman further alleges that the "Class members are so numerous that joinder of all members of  
12 the Class is impracticable." *Id.* ¶ 38. At least 2.4 million containers of Mott's 100% Apple Juice  
13 alone were sold to consumers in California in just the fifty-two week period ending June 15,  
14 2013. Blackwood Decl. ¶ 5. Thus, it is certain that the number of California residents who  
15 purchased the products at issue in the Complaint exceeds 100.

16 **B. Mott's and DPSG removed this case in a timely fashion.**

17 28. Mott's and DPSG were served with the Summons and Complaint on June 26,  
18 2013. This notice is therefore timely pursuant to 28 U.S.C. § 1446(b).

19 **C. Mott's and DPSG have provided notice of removal to Rahman and the State Court.**

20 29. Contemporaneously with the filing of this Notice of Removal in the United States  
21 District Court for the Northern District of California, written notice of this filing will be served on  
22 Rahman's counsel of record: Capstone Law APC, 1840 Century Park East, Suite 450, Los  
23 Angeles, California 90067. A copy of this Notice will also be filed with the Clerk for the  
24 Superior Court of the County of San Francisco.

25 **III. CONCLUSION**

26 For all of the reasons stated above, this action is within the original jurisdiction of this  
27 Court pursuant to 28 U.S.C. § 1332(d). Accordingly, this action is removable pursuant to 28  
28 U.S.C. § 1441(a) and § 1453. WHEREFORE, Defendants Mott's and DPSG give notice that the



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above-described action pending against it in the Superior Court for the County of San Francisco is removed to this Court.

DATED: July 26, 2013

BAKER BOTTS L.L.P.

By:



Kevin Sadler

Attorney for Defendants  
MOTT'S L.L.P. AND  
DR PEPPER SNAPPLE GROUP, INC.

# **Exhibit 1**



**Service of Process  
Transmittal**

06/26/2013  
CT Log Number 523003647

**TO:** Harold Busch  
Dr Pepper Snapple Group  
5301 Legacy Drive  
Plano, TX 75024

**RE:** **Process Served in Delaware**

**FOR:** Mott's LLP (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Mohammed Rahman, individually, and on behalf of other members of the general public similarly situated, Pltf. vs. Mott's LLP, etc., et al., Dfts.

**DOCUMENT(S) SERVED:** Summons, Instructions, Attachment(s), ADR Packets, Complaint, Exhibit(s), Declaration, Cover Sheet, Statement, Notice

**COURT/AGENCY:** San Francisco Superior Court, CA  
Case # CGC113532078

**NATURE OF ACTION:** Product Liability Litigation - Class Action - Mott's famous 100% Apple Juice - Unlawful "No Sugar Added" statements placed by defendant on the labels and/or packaging of may of its food products, defendant violated California's Sherman Law and California consumer protection statutes, which wholly adopt the federal requirements

**ON WHOM PROCESS WAS SERVED:** The Corporation Trust Company, Wilmington, DE

**DATE AND HOUR OF SERVICE:** By Process Server on 06/26/2013 at 10:50

**JURISDICTION SERVED :** Delaware

**APPEARANCE OR ANSWER DUE:** Within 30 days after service - Answer // November 13, 2013 at 10:30 a.m. - Case Management Conference // No later than 15 days before the case management conference - File and Serve a Case Management Statement

**ATTORNEY(S) / SENDER(S):** Jordan L. Lurie  
Capstone Law APC  
1840 Century Park East, Suite 450  
Los Angeles, CA 90067  
310-556-4811

**ACTION ITEMS:** CT has retained the current log, Retain Date: 06/27/2013, Expected Purge Date: 07/02/2013  
Image SOP  
Email Notification, Janet Barrett janet.barrett@dpsg.com  
Email Notification, Bob Callan bob.callan@dpsg.com  
Email Notification, Harold Busch harold.busch@dpsg.com  
CC Recipient(s)  
James Baldwin, EVP/General Counsel, via Customer Pick-up

**SIGNED:** The Corporation Trust Company  
**PER:** Melanie McGrath  
**ADDRESS:** 1209 Orange Street  
Wilmington, DE 19801



**Service of Process  
Transmittal**

06/26/2013

CT Log Number 523003647

**TO:** Harold Busch  
Dr Pepper Snapple Group  
5301 Legacy Drive  
Plano, TX 75024

**RE:** Process Served in Delaware

**FOR:** Mott's LLP (Domestic State: DE)

**TELEPHONE:** 302-658-7581

Page 2 of 2 / JC

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

CT

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

MOTT'S LLP, a Delaware limited liability partnership; Additional Parties Attachment Form is attached

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MOHAMMED RAHMAN, individually, and on behalf of other members of the general public similarly situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Le han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): San Francisco Superior Court  
Civic Center Courthouse  
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER:  
(Número del Caso): **CGC-13-532078**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jordan L. Lurie, 1840 Century Park East, Suite 450, Los Angeles, CA 90067, (310) 556-4811

DATE: **JUN 13 2013** Clerk, by **KEITH D. TOM**, Deputy (Adjunto)  
(Fecha) CLERK OF THE COURT (Secretario)

(For proof of service of this summons, use Proof of Service of Summons form (POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED:** You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):
- 3.  on behalf of (specify): MOTT'S LLP, a Delaware Limited Liability Partnership  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- 4.  by personal delivery on (date): **6/26/13**

SUM-200(A)

SHORT TITLE: Rahman v. Mott's LLP, et al,	CASE NUMBER:
--	--------------

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff   
  Defendant   
  Cross-Complainant   
  Cross-Defendant

DR PEPPER SNAPPLE GROUP, INC., a Delaware corporation; and DOES 1 through 10, inclusive

**EXPERIENCED MEDIATORS  
ARE AVAILABLE IN THE  
FOLLOWING AREAS**

**TESTIMONIALS**



THE BAR ASSOCIATION OF  
SAN FRANCISCO

- Business**
- Civil Rights**
- Commercial**
- Construction**
- Contracts**
- Disability**
- Discrimination**
- Education**
- Employment/Workplace**
- Environmental**
- Family**
- Family-Certified Specialists**
- Fee Disputes**
- Financial**
- Government**
- Insurance**
- Intellectual Property**
- Intra-Organizational**
- Labor**
- Landlord/Tenant**
- Land Use**
- LGBT Issues**
- Malpractice: Legal-Medical-Professional**
- Partnership Dissolutions**
- Personal Injury**
- Probate/Trust**
- Products Liability**
- Real Estate**
- Securities**
- Taxation**
- Uninsured Motorist**
- Women's Issues**
- And more...**

"This was the third attempt to mediate this case, and the BASF mediator was far and away the best mediator. I dare say that we would not have settled today but for his efforts."

*George Yuhas, Esq.  
Orrick, Herrington & Sutcliffe LLP*

"We had an excellent experience and, after 8 1/2 hours of mediation, [the BASF mediator] settled a very difficult case involving claims against four clients of ours by a wealthy investor who claimed inadequate disclosure was made."

*Robert Charles Friese, Esq.  
Shartsis Friese LLP*

"When the other side made their offer, I thought there was no way we would reach an agreement – we were too far apart, but the mediator brought us together. He saved me a lot of time and aggravation by facilitating a settlement. Thanks!"

*Leslie Caplan  
Global Warming Campaign Manager  
Bluewater Network*

"BASF staff was very helpful – stayed on the task and kept after a hard to reach party. The mediator was great!"

*Mark Abelson, Esq.  
Campagnoli, Abelson & Campagnoli*

"The [BASF] mediator was excellent! He was effective with some strong, forceful personalities."

*Denise A. Leadbetter, Esq.  
Zacks, Utrecht & Leadbetter*

PROCEDURES, PODCASTS,  
FORMS, MEDIATOR BIOGRAPHIES  
AND PHOTOGRAPHS:

[www.sfbar.org/mediation](http://www.sfbar.org/mediation)

[adr@sfbar.org](mailto:adr@sfbar.org) or 415-982-1600

# MEDIATION SERVICES



**WHAT IS BASF'S  
MEDIATION SERVICE?**

The Bar Association of San Francisco's Mediation Services is a private mediation service which will assist you with almost any type of dispute, from simple contract disputes to complex commercial matters.

**WHO ARE THE MEDIATORS?**

They are established mediators who have private mediation practices and have met our extensive experience requirements. By going through BASF you receive the services of these highly qualified mediators at a great value.

**HOW DO I LEARN MORE  
ABOUT THE MEDIATORS?**

BASF's website ([www.sfbar.org/mediation](http://www.sfbar.org/mediation)) provides bios, photos and hourly rates of mediators. You can search by name or by area of law needed for your case. BASF staff is also always available to assist you with selection or to answer questions.

**HOW MUCH DOES  
THE SERVICE COST?**

A \$250 per party administrative fee is paid to BASF at the time the Consent to Mediate form is filed. This fee covers the first hour of mediator preparation time and the first two hours of session time. Time beyond that is paid at the mediator's normal hourly rate.

**HOW IS THE  
MEDIATOR CHOSEN?**

You may request a specific mediator from our website ([www.sfbar.org/mediation](http://www.sfbar.org/mediation)) and indicate your choice on the BASF Consent to Mediate form, or you may indicate on the form that you would like BASF staff to assist with the selection.

**WHY SHOULD I GO THROUGH BASF?  
CAN'T I JUST CALL THE  
MEDIATOR DIRECTLY?**

BASF mediators have agreed to provide three free hours as a service to BASF. If you go directly to one of our mediators, you do not qualify for the free hours unless you notify us. Once you have filed with us, you will talk directly to the mediator to ask questions and to set a convenient mediation date and time.

**HOW LONG IS THE  
MEDIATION SESSION?**

The time spent in mediation will vary depending on your dispute. BASF mediators are dedicated to reaching a settlement, whether you need a few hours or several days.

**WHO CAN USE THE SERVICE?**

BASF mediation can be utilized by anyone and is NOT limited to San Francisco residents or issues. Also, the service may be used before a court action is filed or at any time during a court action.

**OUR CASE IS FILED IN COURT; HOW DO  
WE USE BASF'S MEDIATION SERVICES?**

When you file the San Francisco Superior Court's Stipulation to ADR form, check the box indicating "Mediation Services of BASF." Then complete BASF's Consent to Mediate form found on our website and file it with us. (If the matter was filed in a different county, please check with that court for the appropriate process.)

**WE ARE ON A DEADLINE;  
HOW QUICKLY CAN WE MEDIATE?**

Once all parties have filed all the paperwork, BASF can normally have you in touch with the mediator within a day or two. If there is a deadline, BASF staff will give the matter top priority.

**WHAT TYPES OF DISPUTES  
CAN I MEDIATE?**

BASF mediators are trained in 30+ areas of law. If you don't see the area you need on our website or in this brochure, contact us; it is very likely we can match your need with one of our panelists.

**MORE INFORMATION**

Visit our website ([www.sfbar.org/mediation](http://www.sfbar.org/mediation)) where you can search by name or by area of law. For personal assistance, please call 415-982-1600.





## Superior Court of California, County of San Francisco Alternative Dispute Resolution Program Information Package



The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 3.221(c))

### WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

### WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

### HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet) at the clerk's office located at 400 McAllister Street, Room 103;
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-982-1600 or [www.sfbar.org/adr](http://www.sfbar.org/adr) for more information.

**For more information about ADR programs or dispute resolution alternatives, contact:**

Superior Court Alternative Dispute Resolution  
400 McAllister Street, Room 103, San Francisco, CA 94102  
415-551-3876

*Or, visit the court ADR website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)*

The San Francisco Superior Court currently offers three ADR programs for general civil matters; each program is described below:

## 1) EARLY SETTLEMENT CONFERENCES

The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute.

**(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP):** This program, provided in conjunction with the court, pairs parties with a two-member volunteer attorney panel. The panels are comprised of one plaintiff and one defense attorney, each with at least 10 years of trial experience. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist.

**Operation:** The settlement conference typically occurs 2 to 3 months prior to the trial date. BASF informs the participants of the conference date well in advance and provides the names of the panelists and location of the conference approximately 2 weeks prior to the conference. Panelists provide at no cost up to 2 hours of their time at each conference, and many panelists provide additional time at no cost if a settlement is imminent. A conference typically begins with a brief meeting with all parties and their attorneys during which each side presents an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of their cases, utilizing private meetings as appropriate. If a case does not settle during the first two hours, parties have the option to hire the panelists to continue the conference.

**Cost:** BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's ESP Coordinator at 415-782-9000 ext. 8717 or visit [www.sfbar.org/esp](http://www.sfbar.org/esp).

**(B) COURT SETTLEMENT CONFERENCE:** Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

## 2) MEDIATION

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement, before incurring the expense of going to court, that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law. A mediator strives to bring the parties to a mutually beneficial settlement of the dispute.

**(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO,** in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

**Operation:** A mediator provides at **no cost** one hour of preparation time and two hours of mediation time. After those three hours, if the case is not resolved, parties have the option to continue the process and pay the mediator at his or her regular hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties may select a specific mediator or BASF will help the parties make a selection. The BASF website contains photographs, biographies, and videos of the mediators as well as testimonials to assist with the selection process.

**Cost:** BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's Mediation Coordinator at 415-782-9000 ext. 8787 or visit [www.sfbar.org/mediation](http://www.sfbar.org/mediation).

**(B) PRIVATE MEDIATION:** Although not currently a part of the court's ADR program, civil disputes may also be resolved through private mediation. Parties may elect any private mediator or mediation organization of their choice; the selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

### 3) ARBITRATION

An arbitrator is neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

**(A) JUDICIAL ARBITRATION:** When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial.

**Operation:** Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the court's Arbitration Panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 30 days after the arbitrator's award has been filed.

Local Rule 4.2 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after the filing of a complaint. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

**Cost:** There is no cost to the parties for judicial arbitration.

**(B) PRIVATE ARBITRATION:** Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

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ENDORSED  
FILED  
San Francisco County Superior Court

JUN 13 2013

CLERK OF THE COURT

By: KEITH D. TOM  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

MOHAMMED RAHMAN, individually,  
and on behalf of other members of the  
general public similarly situated,

Plaintiff,

v.

MOTT'S LLP, a Delaware limited liability  
partnership; and DR PEPPER SNAPPLE  
GROUP, INC., a Delaware corporation; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. **CGC - 13 - 532078**

**CLASS ACTION COMPLAINT**

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

**Jury Trial Demanded As To All Claims That  
Are So Triable**

1 **CLASS ACTION COMPLAINT**

2 Plaintiff alleges as follows upon personal knowledge as to himself and his own acts  
3 and experiences, and, as to all other matters, upon information and belief, including  
4 investigation conducted by his attorneys.

5 1. Plaintiff MOHAMMED RAHMAN (hereinafter "Plaintiff") brings this class  
6 action Complaint against Defendants MOTT's LLP and DR PEPPER SNAPPLE GROUP,  
7 INC (collectively, "Defendants" or "Mott's") to stop Defendants' practice of releasing  
8 misbranded products into the stream of commerce and to obtain redress for all California  
9 residents injured by this conduct.

10 2. Specifically, this action arises out of unlawful "No Sugar Added" statements  
11 placed by Mott's on the labels and/or packaging of many of its food products, including but  
12 not limited to Mott's famous 100% Apple Juice.<sup>1</sup> Food and Drug Administration ("FDA")  
13 regulations promulgated pursuant to the Food, Drug and Cosmetics Act of 1938 ("FDCA")  
14 specify the precise nutrient content claims concerning sugar that may be made on a food label.  
15 21 C.F.R. § 101, Subpart D. Mott's "No Sugar Added" labels fail to comply with these  
16 requirements, as set forth below. As a result, Mott's has violated California's Sherman Law  
17 and California consumer protection statutes, which wholly adopt the federal requirements.

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

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

24 4. According to the American Heart Association, most Americans consume more  
25 than double the daily recommended amount of added sugars.<sup>2</sup> The steady increase in added  
26

27 <sup>1</sup> Other Class Products that similarly include the unlawful "No Sugar Added" statement  
include, but are not limited to, those referenced in Paragraph 14 of the Complaint.

28 <sup>2</sup> See [http://www.heart.org/HEARTORG/GettingHealthy/NutritionCenter/Sugars-101\\_UCM\\_306024\\_Article.jsp](http://www.heart.org/HEARTORG/GettingHealthy/NutritionCenter/Sugars-101_UCM_306024_Article.jsp) (last visited June 1, 2013)

1 sugar consumption over the past 30 years has led to an obesity epidemic in the United States,  
 2 which has the highest level of obesity among industrialized nations.<sup>3</sup> Obesity, in turn, has  
 3 been associated with a variety of health problems, many of which can cause serious  
 4 complications or death, including, but not limited to, heart disease, tooth decay, diabetes and  
 5 cancer. Even in non-obese individuals, excess sugar consumption can have negative health  
 6 consequences. As a result, consumers have become increasingly sugar and calorie conscious.

7 5. Mott's is the "#1 branded apple juice and #1 branded apple sauce brand in the  
 8 U.S.," according to their 2012 Annual Report.<sup>4</sup>

9 6. To profit from the public's well-placed increasing focus on sugar consumption  
 10 and overall calorie content, Mott's has prominently featured a "No Sugar Added" statement on  
 11 the label and/or packaging of a wide variety of its food and beverage products. The image  
 12 below depicts the "No Sugar Added" claim as featured on several Class Products<sup>5</sup> (the  
 13 offending labels at issue in this complaint, including but not limited to the Apple Juice label  
 14 depicted below, shall hereinafter be collectively referred to as the "No Sugar Added Label"):



26 <sup>3</sup> See, e.g., "US and Global Obesity Levels: The Fat Chart – Obesity – Procon.org"  
<http://obesity.procon.org/view.resource.php?resourceID=004371> (last visited May 20, 2013).

27 <sup>4</sup> See "Dr Pepper Snapple Group – Annual report 2012"  
[http://www.dpsgannualreport.com/smedia/www/assets/media/full\\_report.pdf](http://www.dpsgannualreport.com/smedia/www/assets/media/full_report.pdf). (last visited  
 28 May 20, 2013).

<sup>5</sup> Not actual size.

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

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

10                   (b) A claim that expressly or implicitly characterizes the level of  
11 a nutrient of the type required to be in nutrition labeling under §  
12 101.9 or under § 101.36 (that is, a nutrient content claim) may  
13 not be made on the label or in labeling of foods unless the claim  
14 is made in accordance with this regulation and with the  
15 applicable regulations in subpart D of this part or in part 105 or  
16 part 107 of this chapter.

17                   (1) **An expressed nutrient content claim is any direct**  
18 **statement about the level (or range) of a nutrient in the food,**  
19 **e.g., “low sodium” or “contains 100 calories.”**

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

21                   (i) Describes the food or an ingredient therein in a manner that  
22 suggests that a nutrient is absent or present in a certain amount  
23 (e.g., “high in oat bran”); or

24                   (ii) Suggests that the food, because of its nutrient content, may  
25 be useful in maintaining healthy dietary practices and is made in  
26 association with an explicit claim or statement about a nutrient  
27 (e.g., “healthy, contains 3 grams (g) of fat”)  
28

21 C.F.R. §101.13 (emphasis added).

19           8.       21 C.F.R. §101, Subpart D, in turn, regulates nutrient content claims regarding  
20 sugar and specifically provides that phrase “No Sugar Added” may not be made *at all* if the  
21 product contains concentrated fruit juice or fails to bear a statement that it is not a low or  
22 reduced calorie food:

23                   (c) *Sugar content claims --(1)Use of terms such as “sugar free,”*  
24 *“free of sugar,” “no sugar,” “zero sugar,” “without sugar,”*  
25 *“sugarless,” “trivial source of sugar,” “negligible source of*  
26 *sugar,” or “dietarily insignificant source of sugar.” Consumers*  
27 *may reasonably be expected to regard terms that represent that*  
28 *the food contains no sugars or sweeteners e.g., “sugar free,” or*  
*“no sugar,” as indicating a product which is low in calories or*  
*significantly reduced in calories. Consequently, except as*  
*provided in paragraph (c)(2) of this section, a food may not be*  
*labeled with such terms unless:*

1 (i) The food contains less than 0.5 g of sugars, as defined in  
2 101.9(c)(6)(ii), per reference amount customarily consumed and  
per labeled serving or, in the case of a meal product or main dish  
product, less than 0.5 g of sugars per labeled serving; and

3 (ii) The food contains no ingredient that is a sugar or that is  
4 generally understood by consumers to contain sugars unless the  
5 listing of the ingredient in the ingredient statement is followed  
6 by an asterisk that refers to the statement below the list of  
ingredients, which states “adds a trivial amount of sugar,” “adds  
a negligible amount of sugar,” or “adds a dietarily insignificant  
amount of sugar;” and

7 (iii)(A) It is labeled “low calorie” or “reduced calorie” or bears a  
8 relative claim of special dietary usefulness labeled in compliance  
9 with paragraphs (b)(2), (b)(3), (b)(4), or (b)(5) of this section, or,  
10 if a dietary supplement, it meets the definition in paragraph  
(b)(2) of this section for “low calorie” but is prohibited by  
101.13(b)(5) and 101.60(a)(4) from bearing the claim; or

11 (B) Such term is immediately accompanied, each time it is used,  
12 by either the statement “not a reduced calorie food,” “not a low  
calorie food,” or “not for weight control.”

13 **(2) The terms “no added sugar,” “without added sugar,” or  
“no sugar added” may be used only if:**

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

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

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

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

23 **(v) The product bears a statement that the food is not “low  
24 calorie” or “calorie reduced” (unless the food meets the  
requirements for a “low” or “reduced calorie” food) and that  
25 directs consumers’ attention to the nutrition panel for  
further information on sugar and calorie content.**

26 21 C.F.R 101, Subpart D, §101.60(c)(1)-(2).

27 9. A food product with a reference amount customarily consumed of greater than  
28 30 grams is considered to be “low calorie” only if it does not provide more than 40 calories



1 per reference amount customarily consumed. 21 C.F.R. Section 101.60(b)(2).

2 10. These regulations are carefully crafted to require that nutrient content claims  
3 concerning the presence, and addition, of sugars in food products be presented in a qualified  
4 and contextualized manner so that consumers are not misled.

5 11. Mott's products are offered in virtually every super market, drug store and  
6 convenience store in this country, yet the Class Products featuring the claim "No Sugar  
7 Added" do not conform with the FDCA requirements and related regulations. For example,  
8 Mott's 100% Apple Juice (depicted above) prominently features the claim "No Sugar Added"  
9 on its front label notwithstanding the fact that it is made from concentrate, as confirmed by the  
10 label. However, 21 C.F.R 101, Subpart D, §101.60(c)(2) (ii) unequivocally states that the  
11 claim "No Sugar Added" may not be made on food and beverage products that contain  
12 concentrated fruit juice. Mott's also fails to state that its 100% Apple Juice is not a "low  
13 calorie" or "calorie reduced" product anywhere on its front or back label, notwithstanding the  
14 fact that it contains 120 calories per reference serving greater than 30 grams (about as much as  
15 a conventional soft drink and nearly three times greater than the 40 calories per reference  
16 amount allowed to qualify as a low calorie food). This is in contravention to the requirements  
17 set forth under 21 C.F.R 101, Subpart D, §101.60(c)(2)(v).

18 12. Various other Mott's food products also bear labels and/or packaging which  
19 claim "No Sugar Added" despite the fact that they are made from concentrated fruit juice  
20 and/or fail to indicate they are not low or reduced calories foods when in fact they are not,  
21 including, but not limited to, the following: Mott's Natural Applesauce, Mott's Healthy  
22 Harvest Sauce Blueberry Delight, Mott's Healthy Harvest Sauce Country Berry, Mott's  
23 Healthy Harvest Sauce Granny Smith, Mott's Healthy Harvest Sauce Peach Medley, Mott's  
24 Medleys Cherry Berry Fruit And Veggie Snack, Mott's Medleys Peach Apple Fruit And  
25 Veggie Snack, and Mott's Snack And Go Strawberry Applesauce Pouch. Mott's 100% Apple  
26 Juice, the above-identified products and all other offending products manufactured by Motts  
27 shall hereinafter be collectively referred to as the "Class Products." True and correct photos  
28 of the offending labels are attached hereto as Exhibit A.

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

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

7           15.     Moreover, the Sherman Law specifically adopts and incorporates specific  
8 federal food laws and regulations. Under California's Sherman Law, "Any food is  
9 misbranded if its labeling does not conform with the requirements for nutrient content or  
10 health claims as set forth in Section 403(r) (21 U.S.C. Sec. 343(r)) of the federal act and the  
11 regulations adopted pursuant thereto." Cal. Health & Saf. Code § 110670. Similarly, food  
12 products are "misbranded if its labeling does not conform with the requirements for nutrition  
13 labeling as set forth in Section 403(q) (21 U.S.C. § 343(q)) of the federal act and the  
14 regulations adopted pursuant thereto. Cal. Health & Saf. Code § 110665. Food products are  
15 misbranded if words, statements and other information required by the Sherman Law to  
16 appear on their labeling are either missing or not sufficiently conspicuous. Cal. Health & Saf.  
17 Code § 110705. Finally, the Sherman Law holds "any food is misbranded if its labeling is  
18 false or misleading in any particular. Cal. Health & Saf. Code § 110660.

19           16.     State law claims based on a food product's non-conforming, misleading or  
20 deceptive label are expressly permitted when they impose legal obligations identical to the  
21 FDCA and corresponding FDA regulations, including FDA regulations concerning food and  
22 nutrition labeling and content claims. *In re Farm Raised Salmon Cases*, 42 Cal. 4th 1077,  
23 1094-95 (2008). Mott's conduct thus constitutes a violation of California law for which  
24 Plaintiff and class members are entitled to seek redress under the UCL, CLRA and other  
25 California consumer protection statutes.

26           17.     On behalf of the class, Plaintiff seeks an injunction requiring Defendants to  
27 cease circulation of misbranded Mott's food and beverage products and an award of damages  
28 to the class members, together with costs and reasonable attorneys' fees.

**PARTIES**

1  
2 18. Plaintiff MOHAMMAD RAHMAN is a citizen and resident of the State of  
3 California, County of San Francisco.

4 19. Defendant MOTT'S LLP. is a Delaware limited liability partnership with its  
5 principal office at 5301 Legacy Drive, Plano, Texas 75024.

6 20. Defendant DR PEPPER SNAPPLE GROUP, INC is a Delaware corporation  
7 with its principal office at 5301 Legacy Drive, Plano, Texas 75024. Plaintiff is informed and  
8 believes, and thereon alleges, that MOTT'S LLP is a wholly owned subsidiary of DR PEPPER  
9 SNAPPLE GROUP.

10 21. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
11 acts and omissions alleged herein was performed by, or is attributable to, MOTT'S LLP  
12 and/or DR PEPPER SNAPPLE GROUP, each acting as the agent for the other, with legal  
13 authority to act on the other's behalf. The acts of any and all Defendants were in accordance  
14 with, and represent, the official policy of Defendants. Plaintiff is unaware of the true names  
15 or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but  
16 will seek leave of this Court to amend the Complaint and serve such fictitiously-named  
17 Defendants once their names and capacities become known.

18 22. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
19 were the partners, agents, owners, shareholders, managers, or employees of MOTT'S LLP  
20 and/or DR PEPPER SNAPPLE GROUP, INC., at all relevant times.

21 23. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
22 acts and omissions alleged herein was performed by, or is attributable to, MOTT'S LLP, DR  
23 PEPPER SNAPPLE GROUP, INC., and/or DOES 1 through 10 (collectively "Defendants"),  
24 each acting as the agent for the other, with legal authority to act on the other's behalf. The  
25 acts of any and all Defendants were in accordance with, and represent, the official policy of  
26 Defendants.

27 24. Plaintiff is informed and believes, and thereon alleges, that each of said  
28 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

1 omissions, occurrences, and transactions of each and all the other Defendants in proximately  
2 causing the damages herein alleged.

3 25. At all relevant times, Defendants, and each of them, ratified each and every act  
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
5 and abetted the acts and omissions as alleged herein.

#### 6 JURISDICTION AND VENUE

7 26. This class action is brought pursuant to California Code of Civil Procedure  
8 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal  
9 jurisdiction limits of the Superior Court and will be established according to proof at trial.  
10 Based upon information, investigation, and analysis as of the filing date of this Complaint,  
11 Plaintiff alleges that the amount in controversy for each class representative, including claims  
12 for monetary damages, restitution, penalties, injunctive relief, and a pro rata share of  
13 attorneys' fees, is less than seventy-five thousand dollars (\$75,000) and that the aggregate  
14 amount in controversy for the proposed class action, including monetary damages, restitution,  
15 penalties, injunctive relief, and attorneys' fees, is less than five million dollars (\$5,000,000),  
16 exclusive of interest and costs. Plaintiff reserves the right to seek a larger amount based upon  
17 new and different information resulting from investigation and discovery.

18 27. This Court has jurisdiction over this action pursuant to the California  
19 Constitution, Article VI, section 10. The statutes under which this action is brought do not  
20 specify any other basis for jurisdiction.

21 28. This Court has jurisdiction over all Defendants because, upon information and  
22 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
23 California, or otherwise intentionally avail themselves of the California market so as to render  
24 the exercise of jurisdiction over them by the California courts consistent with traditional  
25 notions of fair play and substantial justice.

26 29. Venue is proper in this Court because, upon information and belief, Defendants  
27 reside, transact business, or have offices in this county and the acts and omissions alleged  
28 herein took place in this county.

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**PLAINTIFF'S FACTS**

30. Plaintiff MOHAMMED RAHMAN is a health-conscious individual who is currently afflicted with Type 2 Diabetes. As such, he actively seeks out and purchases products that are low in sugar and/or contain no added sugars.

31. Through about March of 2013, Plaintiff regularly purchased one or more of the Class Products with the No Sugar Added Label, including Mott's Original 100% Apple Juice, about every two weeks at Lucky's, a grocery store in San Francisco, California.

32. Before purchasing the misbranded Class Products, Plaintiff read and reasonably relied upon the product packaging and specifically the No Sugar Added Label. Had Plaintiff not observed the No Sugar Added Label on the Class Products, he would not have purchased them.

33. Plaintiff did not know at the point of sale, and had no reason to know, that the Class Products with the No Sugar Added Label were misbranded and bore food labeling claims that Mott's was not legally permitted to make.

**CLASS ACTION ALLEGATIONS**

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

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

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

- (1) All California residents who purchased one or more food or beverage products manufactured by Defendants, with a label and/or packaging claiming "No Sugar Added", and which contain concentrated fruit juice, at any time between four years prior to the filing of the original complaint in this action until the date of certification.
- (2) All California residents who purchased one or more food or beverage products manufactured by Defendants, with a label and/or packaging claiming "No Sugar Added", and which have a reference amount customarily consumed of greater than 30 grams and more than 40 calories per reference amount customarily consumed, but do not bear

1 a statement that the food is not “low calorie” or “calorie  
2 reduced,” between four years prior to the filing of the  
3 original complaint in this action until the date of  
4 certification.

3 37. As used herein, the term “Class Members” shall mean and refer to the members  
4 of the Classes described above.

5 38. Excluded from the Classes are Mott’s, its affiliates, employees, agents, and  
6 attorneys, and the Court.

7 39. Plaintiff reserves the right to amend the Classes, and to add additional  
8 subclasses, if discovery and further investigation reveals such action is warranted.

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

12 41. The exact number of Class Members is presently unknown, but given that  
13 Mott’s is the “#1 branded apple juice and #1 apple sauce brand in the U.S.,” (according to  
14 Defendants’ 2012 Annual Report), it is reasonable to presume that the members of the Classes  
15 are so numerous that joinder of all members is impracticable. The disposition of their claims  
16 in a class action will provide substantial benefits to the parties and the Court.

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

- 18 (a) Whether Defendants engaged in unlawful, unfair or deceptive business  
19 practices by failing to properly package and label its food products it  
20 sold to consumers;
- 21 (b) Whether the food products at issue were misbranded as a matter of law;
- 22 (c) Whether Defendants labeled certain food and beverage products with  
23 the “No Sugar Added” claims;
- 24 (d) Whether Defendants had a duty to include the statement explaining its  
25 food products are not “low calorie” or “calorie reduced;”
- 26 (e) Whether Defendants made false, misleading and/or untrue statements  
27 via its labeling;
- 28 (f) Whether Defendants violated the California Consumers Legal Remedies

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- Act (Cal. Civil Code §§ 1750 *et seq.*);
- (g) Whether Defendants violated California Business & Professions Code §§ 17200 *et seq.*;
- (h) Whether Defendants violated California Business & Professions Code §§ 17500 *et seq.*;
- (i) Whether Defendants have violated the Sherman Food, Drug, and Cosmetic Law (Health & Saf. Code, §§ 109875 *et seq.*);
- (j) Whether Defendants have been unjustly enriched by the sales of misbranded Class Products;
- (k) Whether Plaintiff and the Classes are entitled to equitable and/or injunctive relief;
- (l) Whether Defendants' unlawful, unfair and/or deceptive practices harmed Plaintiff and the Classes; and
- (m) The method of calculation and extent of damages for Plaintiff and Class Members.

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

44. Plaintiff will adequately protect the interests of Class Members and has retained counsel experienced in consumer class action litigation. Plaintiff has no interests that are adverse to or conflict with those of Class Members. Plaintiff is committed to the vigorous prosecution of this action and, to that end, Plaintiff has retained counsel who are competent and experienced in handling class actions on behalf of consumers.

45. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the amount suffered by individual Class Members may be relatively small, the expense and burden of individual litigation make it impossible for Class Members to individually redress the wrongs done to them. There will be no difficulty in the management of this case as a class action.





1           53. Mott's use of the No Sugar Added Label, as set forth herein, also constitutes an  
2 "unfair" business act or practice within the meaning of California Business and Professions  
3 Code sections 17200 *et seq.*, because any utility for Mott's conduct is outweighed by the  
4 gravity of the consequences to Plaintiff and Class Members and because the conduct offends  
5 public policy.

6           54. In addition, Mott's use of the No Sugar Added Label constitutes a "fraudulent"  
7 business practice or act within the meaning of Business and Professions Code sections 17200  
8 *et seq.* The applicable food labeling regulations are carefully crafted to require that nutritional  
9 content claims be presented in a qualified and contextualized manner to protect the consuming  
10 public from being deceived. Mott's non-compliant No Sugar Added Label is an unqualified  
11 nutritional content claim that poses the very risk of deception the regulations were  
12 promulgated to protect against.

13           55. Moreover, there were reasonable alternatives available to Mott's to further its  
14 legitimate business interests, other than the conduct described herein. For example, Mott's  
15 could have complied with FDA requirements by excluding the "No Sugar Added" claim.

16           56. Mott's used the No Sugar Added Label to induce Plaintiff and Class Members  
17 to purchase its food and beverage products. Had Mott's not included the "No Sugar Added"  
18 claim, Plaintiff and Class Members would not have purchased the product, would have  
19 purchased less of the product and/or would have paid less for the product. Mott's conduct  
20 therefore caused and continues to cause economic harm to Plaintiff and Class Members.

21           57. Mott's has thus engaged in unlawful, unfair, and fraudulent business acts  
22 entitling Plaintiff and Class Members to judgment and equitable relief against Mott's, as set  
23 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code  
24 section 17203, Plaintiff and Class Members seek an order requiring Mott's to immediately  
25 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Mott's to  
26 correct its actions.

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1 **SECOND CAUSE OF ACTION**

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

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

4 58. Plaintiff incorporates by reference each allegation set forth above.

5 59. Pursuant to California Business and Professions Code sections 17500 *et seq.*, it  
6 is unlawful to engage in advertising “which is untrue or misleading, and which is known, or  
7 which by the exercise of reasonable care should be known, to be untrue or misleading.”

8 60. As explained above, Mott’s No Sugar Added Label accompanies food and  
9 beverage products that contain concentrated fruit juice and/or fail to state they are not low  
10 calorie foods, in violation of governing food labeling regulations.

11 61. As also explained above, the applicable food labeling regulations are carefully  
12 crafted to protect the consuming public from being deceived. Mott’s No Sugar Added Label  
13 is an unqualified nutritional content claim that poses the very risk of deception the regulations  
14 were promulgated to protect against.

15 62. Mott’s is a multi-million dollar company advised by skilled counsel who, on  
16 information and belief, are or by the exercise of reasonable care should be aware of the  
17 governing regulations and their purpose, and the fact that the No Sugar Added Label does not  
18 comply with them.

19 63. Mott’s use of the No Sugar Added Label therefore constitutes untrue and/or  
20 misleading advertising within the meaning of Business and Professions Code sections 17500  
21 *et seq.*

22 64. Plaintiff, individually and on behalf of all others similarly situated, demands  
23 judgment against Mott’s for restitution, disgorgement, injunctive relief, and all other relief  
24 afforded under Business & Professions Code section 17500, plus interest, attorneys’ fees, and  
25 costs.

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1 **THIRD CAUSE OF ACTION**

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

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

4 65. Plaintiff incorporates by reference each allegation set forth above.

5 66. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
6 California Civil Code sections 1750 *et seq.* (“CLRA”).

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

12 68. Each defendant named herein is a “person” as defined by California Civil Code  
13 section 1761(c) because they are corporations and/or companies as set forth above.

14 69. Plaintiff and Class Members are “consumers” within the meaning of California  
15 Civil Code section 1761(d) because they are individuals who purchased the products at issue  
16 in this complaint for personal and/or household use, i.e. Mott’s 100% Apple Juice.

17 70. Mott’s food and beverage products are “goods” within the meaning of  
18 California Civil Code section 1761(a) in that they are tangible products bought by Plaintiff  
19 and Class Members for personal, family, and/or household use.

20 71. Plaintiff’s and Class Members’ payments for the goods of Class Products are  
21 “transaction[s]” as defined by California Civil Code section 1761(e) because Mott’s entered  
22 into an agreement to sell those products in exchange for Plaintiff’s and Class Members’  
23 monetary compensation.

24 72. Plaintiff has standing to pursue this claim as he has suffered injury in fact and  
25 has lost money as a result of Mott’s actions as set forth herein. Specifically, Plaintiff  
26 purchased Mott’s 100% Apple Juice on various occasions. Had Mott’s not included the  
27 offending No Sugar Added Label on its 100% Apple Juice, Plaintiff would not have purchased  
28 the product, would have purchased less of the product and/or would have paid less for the

1 product.

2 73. Section 1770(a)(5) of the CLRA prohibits anyone from “[r]epresenting that  
3 goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
4 quantities which they do not have . . . .” As discussed above, Mott’s No Sugar Added Label  
5 accompanies food and beverage products that contain concentrated fruit juice and/or fail to  
6 state they are not low calorie foods, in violation of governing food labeling regulations. As a  
7 result, by employing the No Sugar Added Label, Mott’s effectively represented that its juice  
8 has sponsorship, approval, characteristics, uses and benefits which it does not have under the  
9 governing law.

10 74. Section 1770(a)(7) of the CLRA prohibits anyone from “[r]epresenting that  
11 goods or services are of a particular standard, quality, or grade, or that goods are of a  
12 particular style or model, if they are of another.” By employing the non-compliant No Sugar  
13 Added Label, Mott’s similarly represented the Class Products to be of a particular standard,  
14 quality or grade which it is not under the governing law.

15 75. Section 1770(a)(9) of the CLRA prohibits anyone from “[a]dvertising goods or  
16 services with intent not to sell them as advertised.” As noted above, Mott’s is a multi-million  
17 dollar company advised by skilled counsel who, on information and belief, are or by the  
18 exercise of reasonable care should be aware of the governing regulations and their purpose,  
19 and the fact that the No Sugar Added Label does not comply with them. By introducing Class  
20 Products with the non-compliant No Sugar Added Label into the stream of commerce  
21 notwithstanding this knowledge, Mott’s thus intentionally sold a misbranded product.

22 76. Pursuant to section 1782 of the CRLA, Plaintiff notified Mott’s in writing of  
23 the particular violations of sections of the CLRA and demanded that Mott’s rectify the  
24 problems associated with the behavior detailed above, which acts and practices are in  
25 violation of California Civil Code section 1770.

26 77. Plaintiff has filed concurrently herewith the declaration of venue required by  
27 California Civil Code section 1780(d).

28 78. Plaintiff seeks an order enjoining the act and practices described above,

1 restitution of property, and any other relief that the court deems proper.

2 79. Currently, pursuant to California Civil Code section 1782(d), with respect only  
3 to Plaintiff's CLRA claim, Plaintiff only seeks equitable and injunctive relief through the  
4 CLRA and not actual damages via the CLRA. Upon Mott's failure to rectify or agree to  
5 adequately rectify the problems associated with the actions detailed above, Plaintiff will  
6 amend his complaint to additionally seek damages, restitutionary relief, punitive damages,  
7 attorneys' fees and costs, and any other relief available under section 1780(a) of the CRLA.

8 **FOURTH CAUSE OF ACTION**

9 **Negligent Misrepresentation**

10 80. Plaintiff incorporates by reference each allegation set forth above.

11 81. Mott's owed a duty to Plaintiff and Class Members to exercise reasonable care  
12 in making representations about its food and beverage products, including Mott's 100% Apple  
13 Juice, it offered for sale to consumers.

14 82. Mott's knew, or should have known by the exercise of reasonable care, that a  
15 "No Sugar Added" claim may not be placed on the label of a food or beverage product that  
16 contains fruit juice concentrate and/or fails to indicate it is not a low or reduced calorie food.  
17 Never the less, Mott's negligently and/or recklessly included the non-complaint No Sugar  
18 Added Label described above on it's widely distributed Class Products that are sold in  
19 virtually every supermarket and drugstore nationwide and consumed by millions of people  
20 annually.

21 83. Plaintiff and Class Members reviewed, believed, and relied upon the No Sugar  
22 Added Label when deciding to purchase Class Products, and how much to pay for Class  
23 Products.

24 84. As a direct and proximate result of Mott's negligent and/or reckless conduct,  
25 Plaintiff and Class Members have been damaged in an amount to be proven at trial.

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1 **FIFTH CAUSE OF ACTION**

2 **Breach of Quasi-Contract**

3 85. Plaintiff incorporates by reference each allegation set forth above.

4 86. As a direct and proximate result of Mott's acts, as set forth above, Mott's has  
5 been unjustly enriched.

6 87. Through unlawful and deceptive conduct in connection with the advertising,  
7 marketing, promotion, and sale of the Class Products, Mott's has reaped the benefits of  
8 Plaintiff's and Class Members' payments for a misbranded product.

9 88. Mott's conduct created a contract or quasi-contract through which Mott's  
10 received a benefit of monetary compensation without providing the consideration promised to  
11 Plaintiff and Class Members. Accordingly, Mott's will be unjustly enriched unless ordered to  
12 disgorge those profits for the benefit of Plaintiff and Class Members.

13 89. Plaintiff and Class Members are entitled to and seek through this action  
14 restitution of, disgorgement of, and the imposition of a constructive trust upon all profits,  
15 benefits, and compensation obtained by Mott's from its improper conduct as alleged herein.

16 **MISCELLANEOUS**

17 90. Plaintiff and Class Members allege that they have fully complied with all  
18 contractual and other legal obligations and fully complied with all conditions precedent to  
19 bringing this action or all such obligations or conditions are excused.

20 **REQUEST FOR JURY TRIAL**

21 91. Plaintiff requests a trial by jury of all issues which may be tried by a jury.

22 **PRAYER FOR RELIEF**

23 92. Plaintiff, on behalf of himself and the Classes, requests the following relief:

- 24 (a) An order certifying the Classes and appointing Plaintiff as  
25 Representative of the Classes;
- 26 (b) An order certifying the undersigned counsel as Class Counsel;
- 27 (c) A declaratory judgment that Mott's No Sugar Added Label is unlawful;
- 28 (d) An order requiring Mott's, at its own cost, to notify all Class Members

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of the unlawful and deceptive conduct herein;

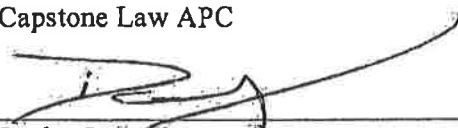
- (e) An order requiring Mott's to change the product packaging for Mott's 100% Apple Juice such that it complies with all applicable food labeling rules and regulations;
- (f) An order requiring Mott's to change the product packaging for all Class Products such that it complies with all applicable food labeling rules and regulations;
- (g) An order requiring Mott's to engage in corrective advertising regarding the conduct discussed above;
- (h) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (i) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (j) Any and all statutory enhanced damages;
- (k) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (l) Pre- and post-judgment interest; and
- (m) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

Dated: June 13, 2013

Respectfully submitted,

Capstone Law APC

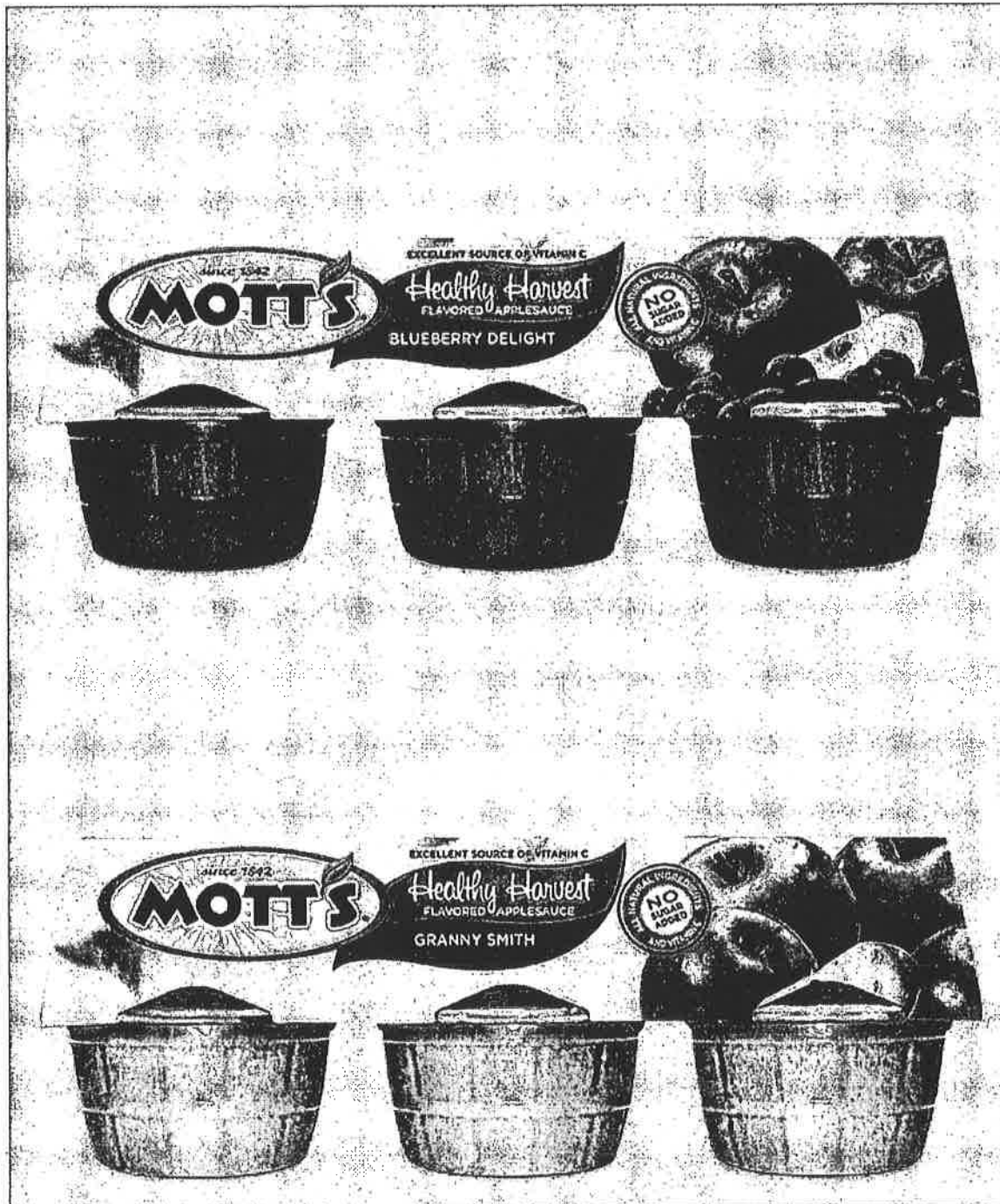
By:

  
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 Jordan L. Lurie  
 David L. Cheng  
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 Sharon G. Yaacobi  
 Arvin Ratanavongse

Attorneys for Plaintiff Mohammed Rahman

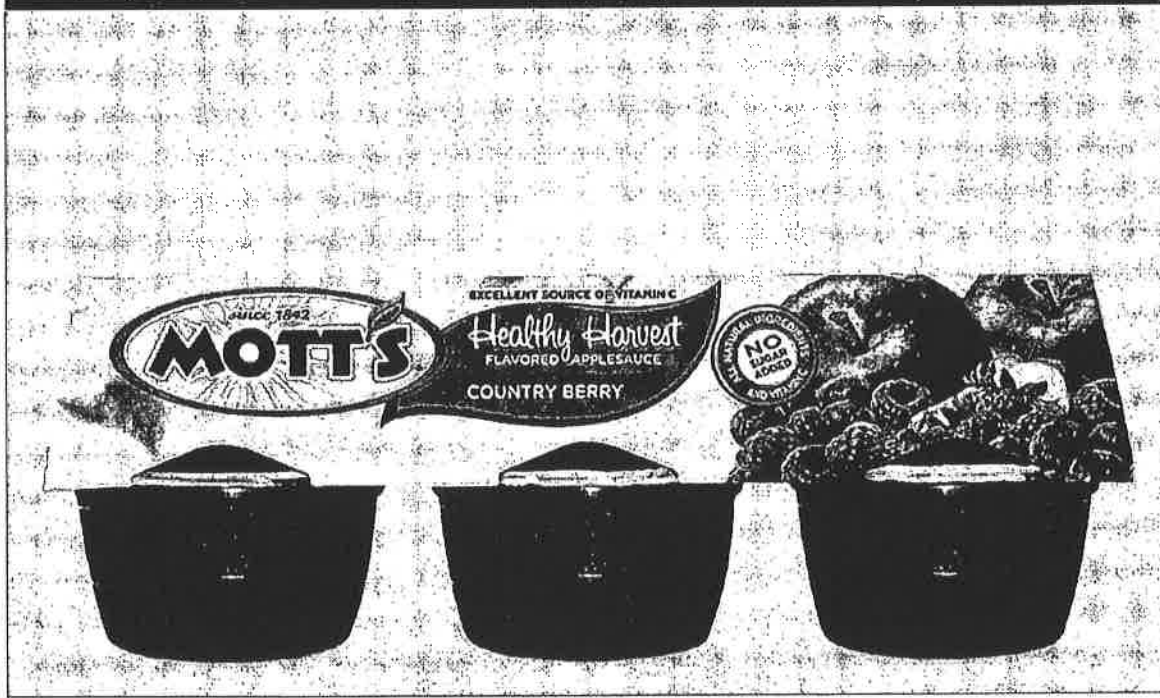
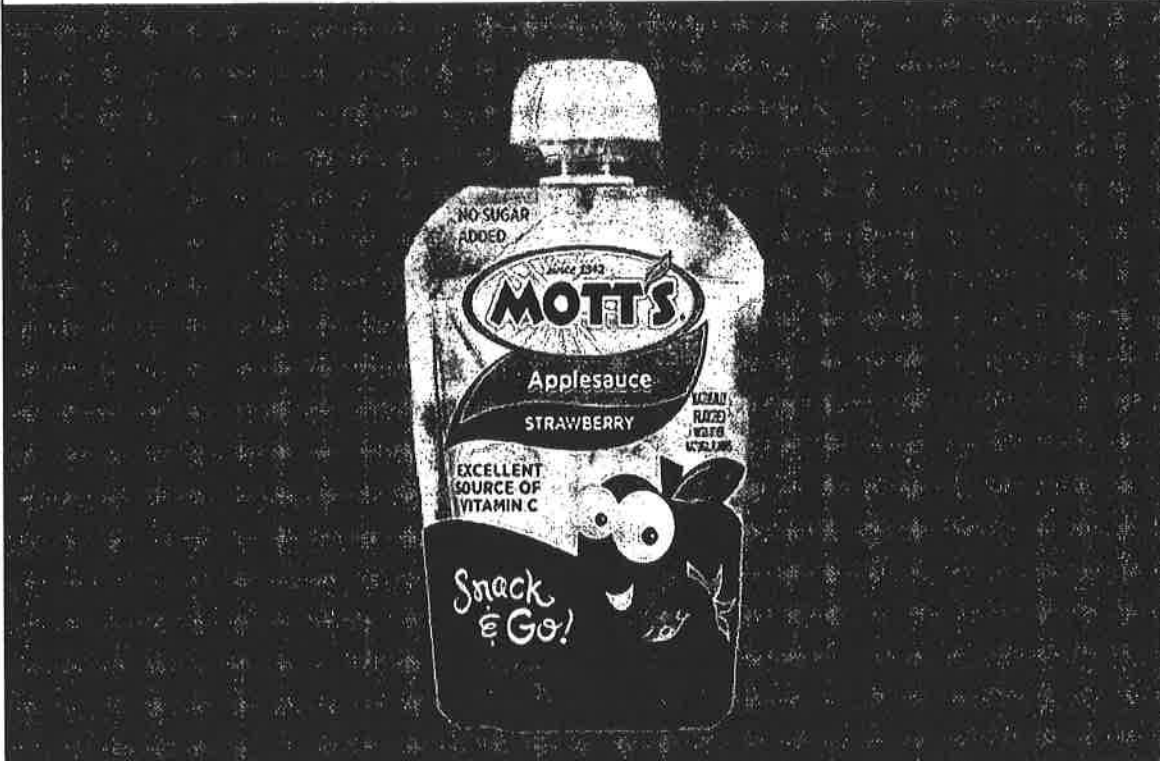
Exhibit A

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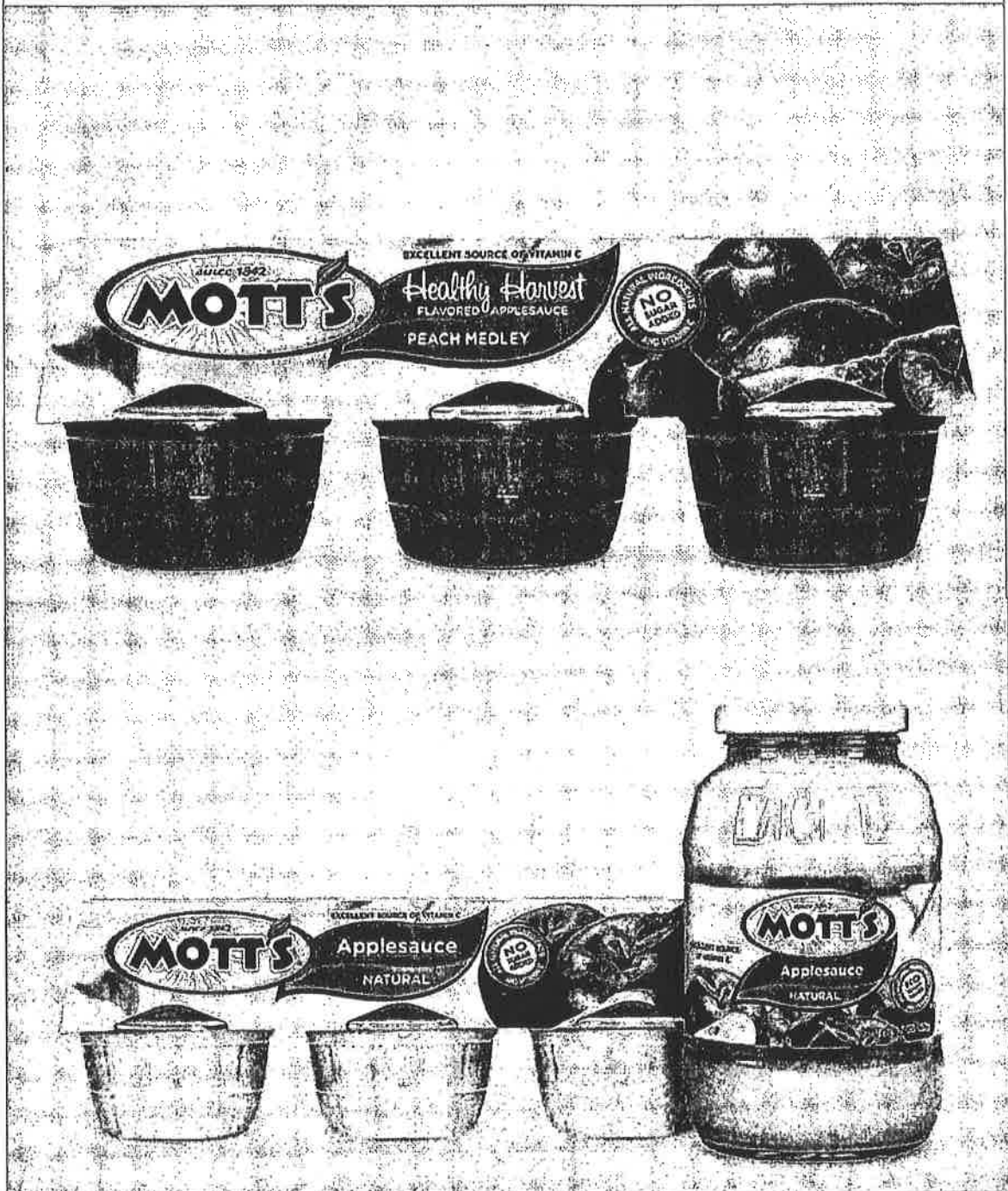




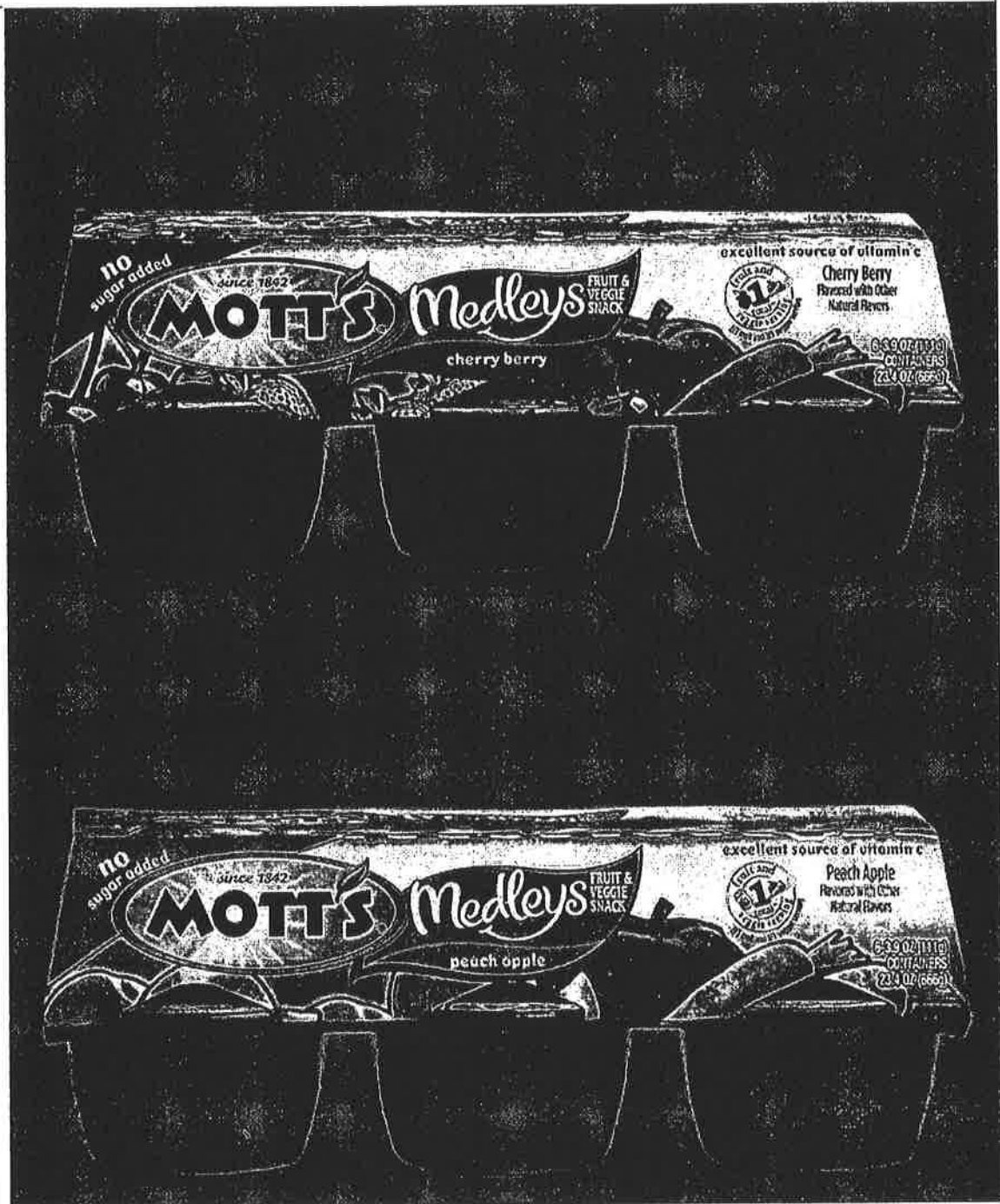
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Attorneys for Plaintiff Mohammed Rahman

ENDORSED  
FILED  
San Francisco County Superior Court

JUN 13 2013

CLERK OF THE COURT

By: KEITH D. TOM  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

MOHAMMED RAHMAN, individually,  
and on behalf of other members of the  
general public similarly situated,

Plaintiff,

vs.

MOTT'S LLP, a limited liability  
partnership of unknown origin; and DR  
PEPPER SNAPPLE GROUP, INC., a  
Delaware corporation; and DOES 1 through  
10, inclusive,

Defendants.

Case No.: **CGC-13-532078**

DECLARATION OF MOHAMMED  
RAHMAN IN SUPPORT OF VENUE FOR  
CLASS ACTION COMPLAINT PURSUANT  
TO CIVIL CODE SECTION 1780(d)

FILED BY FAX

1 I, Mohammed Rahman, declare under penalty of perjury as follows:

2 1. I make this declaration based upon my personal knowledge except as to those  
3 matters stated herein that are based upon information and belief, which I believe to be true. I  
4 am over the age of eighteen, a citizen of the State of California, and am a named Plaintiff in  
5 the litigation described in the caption page of this declaration.

6 2. This declaration is made pursuant to California Civil Code section 1780(d).

7 3. The complaint filed concurrently with this declaration contains a cause of  
8 action for violation of the Consumers Legal Remedies Act against the above named  
9 Defendants which advertise, manufacture, and sell the "No Sugar Added" food and beverage  
10 products which are at issue in the complaint.

11 4. To the best of my knowledge, Defendants do business in San Francisco,  
12 California, and advertises and markets its products, including the products at issue in this  
13 complaint, in San Francisco, California. Accordingly, San Francisco County is a proper place  
14 for trial of this action.

15 I declare under penalty of perjury under the laws of California and the United States of  
16 America that the foregoing is true and correct.

17 Executed this day of June 8, 2013 in South San Francisco, California.

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19 Mohammed Rahman

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, Bar number, and address): Jordan L. Lurie (SBN 130013) and David L. Cheng (240926) Capstone Law APC 1840 Century Park East, Suite 450 Los Angeles, California 90067 TELEPHONE NO.: (310) 556-4811 FAX NO.: (310) 943-0396		FOR COURT USE ONLY  <b>ENDORSED FILED</b> San Francisco County Superior Court  JUN 13 2013  CLERK OF THE COURT By: <b>KEITH D. TOM</b> Deputy Clerk
ATTORNEY FOR (Name): <b>Mohammed Rahman</b> SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: <b>400 McAllister Street</b> CITY AND ZIP CODE: <b>San Francisco 94102</b> BRANCH NAME: <b>Civic Center Courthouse</b>		
CASE NAME: <b>Rahman v. Mott's LLP, et al.</b>		CASE NUMBER: <b>CGC-13-532078</b>
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filled with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT:

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

FILED BY FAX

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (08) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (36) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary: declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): Five (5)  
 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: 6-13-13  
 David L. Cheng \_\_\_\_\_  
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
<b>CASE MANAGEMENT STATEMENT</b> (Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	CASE NUMBER: _____
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court (if different from the address above): _____ <input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): _____	

**INSTRUCTIONS:** All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
  - a.  This statement is submitted by party (name):
  - b.  This statement is submitted jointly by parties (names):
  
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
  - a. The complaint was filed on (date):
  - b.  The cross-complaint, if any, was filed on (date):
  
3. **Service (to be answered by plaintiffs and cross-complainants only)**
  - a.  All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b.  The following parties named in the complaint or cross-complaint
    - (1)  have not been served (specify names and explain why not):
    - (2)  have been served but have not appeared and have not been dismissed (specify names):
    - (3)  have had a default entered against them (specify names):
  - c.  The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
  
4. **Description of case**
  - a. Type of case in  complaint  cross-complaint (Describe, including causes of action):

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PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. Jury or nonjury trial

The party or parties request  a jury trial  a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. Trial date

a.  The trial has been set for (date):

b.  No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):

c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. Estimated length of trial

The party or parties estimate that the trial will take (check one):

a.  days (specify number):

b.  hours (short causes) (specify):

8. Trial representation (to be answered for each party)

The party or parties will be represented at trial  by the attorney or party listed in the caption  by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

Additional representation is described in Attachment 8.

9. Preference

This case is entitled to preference (specify code section):

10. Alternative dispute resolution (ADR)

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel  has  has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party  has  has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1)  This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2)  Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3)  This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):



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PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes ( <i>check all that apply</i> ):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes ( <i>attach a copy of the parties' ADR stipulation</i> ):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete mediation by ( <i>date</i> ): <input type="checkbox"/> Mediation completed on ( <i>date</i> ):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete settlement conference by ( <i>date</i> ): <input type="checkbox"/> Settlement conference completed on ( <i>date</i> ):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete neutral evaluation by ( <i>date</i> ): <input type="checkbox"/> Neutral evaluation completed on ( <i>date</i> ):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete judicial arbitration by ( <i>date</i> ): <input type="checkbox"/> Judicial arbitration completed on ( <i>date</i> ):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete private arbitration by ( <i>date</i> ): <input type="checkbox"/> Private arbitration completed on ( <i>date</i> ):
(6) Other ( <i>specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete ADR session by ( <i>date</i> ): <input type="checkbox"/> ADR completed on ( <i>date</i> ):

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PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**11. Insurance**

- a.  Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights:  Yes  No
- c.  Coverage issues will significantly affect resolution of this case (*explain*):

**12. Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

Bankruptcy  Other (*specify*):

Status:

**13. Related cases, consolidation, and coordination**

- a.  There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- Additional cases are described in Attachment 13a.
- b.  A motion to  consolidate  coordinate will be filed by (*name party*):

**14. Bifurcation**

The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

**15. Other motions**

The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

**16. Discovery**

- a.  The party or parties have completed all discovery.
- b.  The following discovery will be completed by the date specified (*describe all anticipated discovery*):
- | <u>Party</u> | <u>Description</u> | <u>Date</u> |
|--------------|--------------------|-------------|
|--------------|--------------------|-------------|

- c.  The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

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PLAINTIFF/PETITIONER: _____	CASE NUMBER:
DEFENDANT/RESPONDENT: _____	

**17. Economic litigation**

- a.  This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b.  This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

**18. Other issues**

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

**19. Meet and confer**

- a.  The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): \_\_\_\_\_

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

CASE NUMBER: CGC-13-532078 MOHAMMED RAHMAN VS. MOTT'S LLP, A DELAWARE LLP

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: NOV-13-2013**  
**TIME: 10:30AM**  
**PLACE: Department 610**  
**400 McAllister Street**  
**San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order without an appearance at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

**ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.**  
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

Superior Court Alternative Dispute Resolution Coordinator  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3876

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address)  TELEPHONE NO.:  ATTORNEY FOR (Name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102-4514	
PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT:	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER:  DEPARTMENT 610

1) The parties hereby stipulate that this action shall be submitted to the following ADR process:

- Early Settlement Program of the Bar Association of San Francisco (BASF) - Pre-screened experienced attorneys provide a minimum of 2 hours of settlement conference time for a BASF administrative fee of \$250 per party. Waivers are available to those who qualify. BASF handles notification to all parties, conflict checks with the panelists, and full case management. [www.sfbar.org/esp](http://www.sfbar.org/esp)
- Mediation Services of BASF - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$250 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. [www.sfbar.org/mediation](http://www.sfbar.org/mediation)
- Private Mediation - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
- Judicial Arbitration - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)
- Other ADR process (describe) \_\_\_\_\_

2) The parties agree that the ADR Process shall be completed by (date): \_\_\_\_\_

3) Plaintiff(s) and Defendant(s) further agree as follows:

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Name of Party Stipulating

\_\_\_\_\_  
 Name of Party Stipulating

\_\_\_\_\_  
 Name of Party or Attorney Executing Stipulation

\_\_\_\_\_  
 Name of Party or Attorney Executing Stipulation

\_\_\_\_\_  
 Signature of Party or Attorney

\_\_\_\_\_  
 Signature of Party or Attorney

Plaintiff  Defendant  Cross-defendant

Plaintiff  Defendant  Cross-defendant

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Additional signature(s) attached

# **Exhibit 2**



**Service of Process  
Transmittal**

06/26/2013  
CT Log Number 523002887

**TO:** Wayne R Lewis  
Dr Pepper Snapple Group  
5301 Legacy Drive  
Plano, TX 75024

**RE:** **Process Served in California**

**FOR:** Dr Pepper Snapple Group, Inc. (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Mohammed Rahman, individually, and on behalf of other members of the general public similarly situated, Pltf. vs. Mott's LLP, etc., et al. including Dr Pepper Snapple Group, Inc. etc., Dfts.

**DOCUMENT(S) SERVED:** ADR Information Package, Stipulation(s), Attachment(s), Declaration(s), Notice(s), Cover Sheet, Summons, Instructions, Complaint, Exhibit(s)

**COURT/AGENCY:** San Francisco County - Superior Court - San Francisco, CA  
Case # CGC13532078

**NATURE OF ACTION:** Class Action Complaint - Violation of Unfair Competition Law - Violation of the California False Advertising Act - No Sugar Added on its labels - Seeking an injunction requiring Defendants to cease circulation of misbranded Mott's food and beverage products - Seeking declaratory judgment that Mott's No Sugar Added Label is unlawful

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 06/26/2013 at 16:46

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after service - File written response // 11/13/2013 at 10:30 a.m. - Case Management Conference // No later than 15 days before the date set for Case Management Review/Conference - File and Serve Case Management Statement

**ATTORNEY(S) / SENDER(S):** Jordan L. Lurie  
Capstone Law APC  
1840 Century Park East  
Suite 450  
Los Angeles, CA 90067  
310-556-4811

**ACTION ITEMS:** CT has retained the current log, Retain Date: 06/27/2013, Expected Purge Date: 07/02/2013  
Image SOP  
Email Notification, Wayne R Lewis wayne.lewis@dpsg.com  
Email Notification, Harold Busch harold.busch@dpsg.com  
Email Notification, Janet Barrett janet.barrett@dpsg.com

**SIGNED:** C T Corporation System  
**PER:** Nancy Flores  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017



**Service of Process  
Transmittal**

06/26/2013

CT Log Number 523002887

**TO:** Wayne R Lewis  
Dr Pepper Snapple Group  
5301 Legacy Drive  
Plano, TX 75024

**RE: Process Served in California**

**FOR:** Dr Pepper Snapple Group, Inc. (Domestic State: DE)

**TELEPHONE:** 213-337-4615

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Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



3:07 6/26/13



## Superior Court of California, County of San Francisco Alternative Dispute Resolution Program Information Package



The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 3.221(c))

### WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

### WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

### HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet) at the clerk's office located at 400 McAllister Street, Room 103;
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-982-1600 or [www.sfbar.org/adr](http://www.sfbar.org/adr) for more information.

**For more information about ADR programs or dispute resolution alternatives, contact:**

Superior Court Alternative Dispute Resolution  
400 McAllister Street, Room 103, San Francisco, CA 94102  
415-551-3876

**Or, visit the court ADR website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)**

The San Francisco Superior Court currently offers three ADR programs for general civil matters; each program is described below:

## 1) EARLY SETTLEMENT CONFERENCES

The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute.

**(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP):** This program, provided in conjunction with the court, pairs parties with a two-member volunteer attorney panel. The panels are comprised of one plaintiff and one defense attorney, each with at least 10 years of trial experience. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist.

**Operation:** The settlement conference typically occurs 2 to 3 months prior to the trial date. BASF informs the participants of the conference date well in advance and provides the names of the panelists and location of the conference approximately 2 weeks prior to the conference. Panelists provide at **no cost** up to 2 hours of their time at each conference, and many panelists provide additional time at no cost if a settlement is imminent. A conference typically begins with a brief meeting with all parties and their attorneys during which each side presents an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of their cases, utilizing private meetings as appropriate. If a case does not settle during the first two hours, parties have the option to hire the panelists to continue the conference.

**Cost:** BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's ESP Coordinator at 415-782-9000 ext. 8717 or visit [www.sfbar.org/esp](http://www.sfbar.org/esp).

**(B) COURT SETTLEMENT CONFERENCE:** Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

## 2) MEDIATION

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement, before incurring the expense of going to court, that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law. A mediator strives to bring the parties to a mutually beneficial settlement of the dispute.

**(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO,** in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

**Operation:** A mediator provides at **no cost** one hour of preparation time and two hours of mediation time. After those three hours, if the case is not resolved, parties have the option to continue the process and pay the mediator at his or her regular hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties may select a specific mediator or BASF will help the parties make a selection. The BASF website contains photographs, biographies, and videos of the mediators as well as testimonials to assist with the selection process.

**Cost:** BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's Mediation Coordinator at 415-782-9000 ext. 8787 or visit [www.sfbar.org/mediation](http://www.sfbar.org/mediation).

**(B) PRIVATE MEDIATION:** Although not currently a part of the court's ADR program, civil disputes may also be resolved through private mediation. Parties may elect any private mediator or mediation organization of their choice; the selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

### 3) ARBITRATION

An arbitrator is neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

**(A) JUDICIAL ARBITRATION:** When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial.

**Operation:** Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the court's Arbitration Panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 30 days after the arbitrator's award has been filed.

Local Rule 4.2 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after the filing of a complaint. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

**Cost:** There is no cost to the parties for judicial arbitration.

**(B) PRIVATE ARBITRATION:** Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address)  TELEPHONE NO.:  ATTORNEY FOR (Name):	<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102-4514	
PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT:	
<b>STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	

- 1) The parties hereby stipulate that this action shall be submitted to the following ADR process:
- Early Settlement Program of the Bar Association of San Francisco (BASF)** - Pre-screened experienced attorneys provide a minimum of 2 hours of settlement conference time for a BASF administrative fee of \$250 per party. Waivers are available to those who qualify. BASF handles notification to all parties, conflict checks with the panelists, and full case management. [www.sfbar.org/esp](http://www.sfbar.org/esp)
  - Mediation Services of BASF** - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$250 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. [www.sfbar.org/mediation](http://www.sfbar.org/mediation)
  - Private Mediation** - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
  - Judicial Arbitration** - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)
  - Other ADR process (describe)** \_\_\_\_\_
- 2) The parties agree that the ADR Process shall be completed by (date): \_\_\_\_\_
- 3) Plaintiff(s) and Defendant(s) further agree as follows:

Name of Party Stipulating	Name of Party Stipulating
Name of Party or Attorney Executing Stipulation	Name of Party or Attorney Executing Stipulation
Signature of Party or Attorney	Signature of Party or Attorney
<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant
Dated: _____	Dated: _____
<input type="checkbox"/> <b>Additional signature(s) attached</b>	

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**EXPERIENCED MEDIATORS  
ARE AVAILABLE IN THE  
FOLLOWING AREAS**

**TESTIMONIALS**



THE BAR ASSOCIATION OF  
SAN FRANCISCO

- Business**
- Civil Rights**
- Commercial**
- Construction**
- Contracts**
- Disability**
- Discrimination**
- Education**
- Employment/Workplace**
- Environmental**
- Family**
- Family-Certified Specialists**
- Fee Disputes**
- Financial**
- Government**
- Insurance**
- Intellectual Property**
- Intra-Organizational**
- Labor**
- Landlord/Tenant**
- Land Use**
- LGBT Issues**
- Malpractice: Legal-Medical-Professional**
- Partnership Dissolutions**
- Personal Injury**
- Probate/Trust**
- Products Liability**
- Real Estate**
- Securities**
- Taxation**
- Uninsured Motorist**
- Women's Issues**
- And more...**

"This was the third attempt to mediate this case, and the BASF mediator was far and away the best mediator. I dare say that we would not have settled today but for his efforts."

*George Yuhas, Esq.  
Orrick, Herrington & Sutcliffe LLP*

"We had an excellent experience and, after 8 1/2 hours of mediation, [the BASF mediator] settled a very difficult case involving claims against four clients of ours by a wealthy investor who claimed inadequate disclosure was made."

*Robert Charles Friese, Esq.  
Shartsis Friese LLP*

"When the other side made their offer, I thought there was no way we would reach an agreement - we were too far apart, but the mediator brought us together. He saved me a lot of time and aggravation by facilitating a settlement. Thanks!"

*Leslie Caplan  
Global Warming Campaign Manager  
Bluewater Network*

"BASF staff was very helpful - stayed on the task and kept after a hard to reach party. The mediator was great!"

*Mark Abelson, Esq.  
Campagnoli, Abelson & Campagnoli*

"The [BASF] mediator was excellent! He was effective with some strong, forceful personalities."

*Denise A. Leadbetter, Esq.  
Zacks, Utrecht & Leadbetter*

PROCEDURES, PODCASTS,  
FORMS, MEDIATOR BIOGRAPHIES  
AND PHOTOGRAPHS:  
[www.sfbar.org/mediation](http://www.sfbar.org/mediation)

[adr@sfbar.org](mailto:adr@sfbar.org) or 415-982-1600

# MEDIATION SERVICES



**WHAT IS BASF'S  
MEDIATION SERVICE?**

The Bar Association of San Francisco's Mediation Services is a private mediation service which will assist you with almost any type of dispute, from simple contract disputes to complex commercial matters.

**WHO ARE THE MEDIATORS?**

They are established mediators who have private mediation practices and have met our extensive experience requirements. By going through BASF you receive the services of these highly qualified mediators at a great value.

**HOW DO I LEARN MORE  
ABOUT THE MEDIATORS?**

BASF's website ([www.sfbar.org/mediation](http://www.sfbar.org/mediation)) provides bios, photos and hourly rates of mediators. You can search by name or by area of law needed for your case. BASF staff is also always available to assist you with selection or to answer questions.

**HOW MUCH DOES  
THE SERVICE COST?**

A \$250 per party administrative fee is paid to BASF at the time the Consent to Mediate form is filed. This fee covers the first hour of mediator preparation time and the first two hours of session time. Time beyond that is paid at the mediator's normal hourly rate.

**HOW IS THE  
MEDIATOR CHOSEN?**

You may request a specific mediator from our website ([www.sfbar.org/mediation](http://www.sfbar.org/mediation)) and indicate your choice on the BASF Consent to Mediate form, or you may indicate on the form that you would like BASF staff to assist with the selection.

**WHY SHOULD I GO THROUGH BASF?  
CAN'T I JUST CALL THE  
MEDIATOR DIRECTLY?**

BASF mediators have agreed to provide three free hours as a service to BASF. If you go directly to one of our mediators, you do not qualify for the free hours unless you notify us. Once you have filed with us, you will talk directly to the mediator to ask questions and to set a convenient mediation date and time.

**HOW LONG IS THE  
MEDIATION SESSION?**

The time spent in mediation will vary depending on your dispute. BASF mediators are dedicated to reaching a settlement, whether you need a few hours or several days.

**WHO CAN USE THE SERVICE?**

BASF mediation can be utilized by anyone and is NOT limited to San Francisco residents or issues. Also, the service may be used before a court action is filed or at any time during a court action.

**OUR CASE IS FILED IN COURT; HOW DO  
WE USE BASF'S MEDIATION SERVICES?**

When you file the San Francisco Superior Court's Stipulation to ADR form, check the box indicating "Mediation Services of BASF." Then complete BASF's Consent to Mediate form found on our website and file it with us. (If the matter was filed in a different county, please check with that court for the appropriate process.)

**WE ARE ON A DEADLINE;  
HOW QUICKLY CAN WE MEDIATE?**

Once all parties have filed all the paperwork, BASF can normally have you in touch with the mediator within a day or two. If there is a deadline, BASF staff will give the matter top priority.

**WHAT TYPES OF DISPUTES  
CAN I MEDIATE?**

BASF mediators are trained in 30+ areas of law. If you don't see the area you need on our website or in this brochure, contact us; it is very likely we can match your need with one of our panelists.

**MORE INFORMATION**

Visit our website ([www.sfbar.org/mediation](http://www.sfbar.org/mediation)) where you can search by name or by area of law. For personal assistance, please call 415-982-1600.

ENDORSED  
FILED  
San Francisco County Superior Court

JUN 13 2013

CLERK OF THE COURT

By: KEITH D. TOM  
Deputy Clerk

1 Jordan L. Lurie (SBN 130013)  
Jordan.Lurie@capstonelawyers.com  
2 David L. Cheng (SBN 240926)  
David.Cheng@capstonelawyers.com  
3 Sue J. Kim (SBN 256392)  
Sue.Kim@capstonelawyers.com  
4 Sharon Yaacobi (SBN 280760)  
Sharon.Yaacobi@capstonelawyers.com  
5 Capstone Law APC  
1840 Century Park East, Suite 450  
6 Los Angeles, California 90067  
Telephone: (310) 556-4811  
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Mohammed Rahman

9  
10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF SAN FRANCISCO

13 MOHAMMED RAHMAN, individually,  
14 and on behalf of other members of the  
general public similarly situated,

15 Plaintiff,

16 vs.

17 MOTT'S LLP, a limited liability  
18 partnership of unknown origin; and DR  
PEPPER SNAPPLE GROUP, INC., a  
19 Delaware corporation; and DOES 1 through  
10, inclusive,

20 Defendants.  
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Case No.: **CGC-13-532078**

DECLARATION OF MOHAMMED  
RAHMAN IN SUPPORT OF VENUE FOR  
CLASS ACTION COMPLAINT PURSUANT  
TO CIVIL CODE SECTION 1780(d)

FILED BY FAX

1 I, Mohammed Rahman, declare under penalty of perjury as follows:

2 1. I make this declaration based upon my personal knowledge except as to those  
3 matters stated herein that are based upon information and belief, which I believe to be true. I  
4 am over the age of eighteen, a citizen of the State of California, and am a named Plaintiff in  
5 the litigation described in the caption page of this declaration.

6 2. This declaration is made pursuant to California Civil Code section 1780(d).

7 3. The complaint filed concurrently with this declaration contains a cause of  
8 action for violation of the Consumers Legal Remedies Act against the above named  
9 Defendants which advertise, manufacture, and sell the "No Sugar Added" food and beverage  
10 products which are at issue in the complaint.

11 4. To the best of my knowledge, Defendants do business in San Francisco,  
12 California, and advertises and markets its products, including the products at issue in this  
13 complaint, in San Francisco, California. Accordingly, San Francisco County is a proper place  
14 for trial of this action.

15 I declare under penalty of perjury under the laws of California and the United States of  
16 America that the foregoing is true and correct.

17 Executed this day of June 8, 2013 in South San Francisco, California.

18   
19 Mohammed Rahman

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CASE NUMBER: CGC-13-532078 MOHAMMED RAHMAN VS. MOTT'S LLP, A DELAWARE LLP

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: NOV-13-2013**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

**ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.  
(SEE LOCAL RULE 4)**

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

Superior Court Alternative Dispute Resolution Coordinator  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3876

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jordan L. Lurie (SBN 130013) and David L. Cheng (240926) Capstone Law APC 1840 Century Park East, Suite 450 Los Angeles, California 90067 TELEPHONE NO.: (310) 556-4811 FAX NO.: (310) 943-0396 ATTORNEY FOR (Name): Mohammed Rahman		FOR COURT USE ONLY  <b>ENDORSED FILED</b> San Francisco County Superior Court JUN 13 2013 CLERK OF THE COURT By: KEITH D. TOM Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Civic Center Courthouse		
CASE NAME: Rahman v. Mott's LLP, et al.		CASE NUMBER: <b>CGC-13-532078</b>
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT:

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

FILED BY FAX

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

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<b>Provisionally Complex Civil Litigation</b> (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)
<b>Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23)	<b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28)	<b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)
<b>Non-P/PI/D/W/D (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/D/W/D tort (35)	<b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (36)	<b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
<b>Employment</b> <input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	<b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:


a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): Five (5)

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: 6-13-13  
 David L. Cheng (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE:**

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

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLÓ PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

MOTT'S LLP, a Delaware limited liability partnership; Additional Parties Attachment Form is attached

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MOHAMMED RAHMAN, individually, and on behalf of other members of the general public similarly situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, le corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen este citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desochar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): San Francisco Superior Court  
Civic Center Courthouse  
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER:  
(Número del Caso): **CGC-13-532078**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jordan L. Lurie, 1840 Century Park East, Suite 450, Los Angeles, CA 90067, (310) 556-4811

DATE: **JUN 13 2013** Clerk, by **KEITH D. TOM**, Deputy  
(Fecha) Clerk of the Court (Secretario)

(For proof of service of this summons, use Proof of Service of Summons form (POS-010).)  
(Para prueba de entrega de este citación use el formulario Proof of Service of Summons, (POS-010).)



**NOTICE TO THE PERSON SERVED:** You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):
- 3.  on behalf of (specify): DR PEPPER SNAPPLE GROUP, INC., A Delaware corporation.  
 under:  CCP 416.10 (corporation)       CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)       CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)       CCP 416.90 (authorized person)  
 other (specify):
- 4.  by personal delivery on (date):

SUM-200(A)

<b>SHORT TITLE:</b> Rahman v. Mott's LLP, et al.	<b>CASE NUMBER:</b>
---	---------------------

**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff   
  Defendant   
  Cross-Complainant   
  Cross-Defendant

DR PEPPER SNAPPLE GROUP, INC., a Delaware corporation; and DOES 1 through 10, inclusive

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FILED BY FAX

Jordan L. Lurie (SBN 130013)  
Jordan.Lurie@capstonelawyers.com  
David L. Cheng (SBN 240926)  
David.Cheng@capstonelawyers.com  
Sue J. Kim (SBN 256392)  
Sue.Kim@capstonelawyers.com  
Sharon G. Yaacobi (SBN 280760)  
Sharon.Yaacobi@capstonelawyers.com  
Arvin Ratanavongse (SBN 257619)  
Arvin.Ratanavongse@capstonelawyers.com  
Capstone Law APC  
1840 Century Park East, Suite 450  
Los Angeles, California 90067  
Telephone: (310) 556-4811  
Facsimile: (310) 943-0396

Attorneys for Plaintiff Mohammed Rahman

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

MOHAMMED RAHMAN, individually,  
and on behalf of other members of the  
general public similarly situated,  
  
Plaintiff,  
  
v.  
  
MOTT'S LLP, a Delaware limited liability  
partnership; and DR PEPPER SNAPPLE  
GROUP, INC., a Delaware corporation; and  
DOES 1 through 10, inclusive,  
  
Defendants.

Case No. CGC - 13 - 532078

**CLASS ACTION COMPLAINT**

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

**Jury Trial Demanded As To All Claims That Are So Triable**

ENDORSED  
FILED  
San Francisco County Superior Court

JUN 13 2013

CLERK OF THE COURT

By: KEITH D. TOM  
Deputy Clerk

1 **CLASS ACTION COMPLAINT**

2 Plaintiff alleges as follows upon personal knowledge as to himself and his own acts  
3 and experiences, and, as to all other matters, upon information and belief, including  
4 investigation conducted by his attorneys.

5 1. Plaintiff MOHAMMED RAHMAN (hereinafter "Plaintiff") brings this class  
6 action Complaint against Defendants MOTT's LLP and DR PEPPER SNAPPLE GROUP,  
7 INC (collectively, "Defendants" or "Mott's") to stop Defendants' practice of releasing  
8 misbranded products into the stream of commerce and to obtain redress for all California  
9 residents injured by this conduct.

10 2. Specifically, this action arises out of unlawful "No Sugar Added" statements  
11 placed by Mott's on the labels and/or packaging of many of its food products, including but  
12 not limited to Mott's famous 100% Apple Juice.<sup>1</sup> Food and Drug Administration ("FDA")  
13 regulations promulgated pursuant to the Food, Drug and Cosmetics Act of 1938 ("FDCA")  
14 specify the precise nutrient content claims concerning sugar that may be made on a food label.  
15 21 C.F.R. § 101, Subpart D. Mott's "No Sugar Added" labels fail to comply with these  
16 requirements, as set forth below. As a result, Mott's has violated California's Sherman Law  
17 and California consumer protection statutes, which wholly adopt the federal requirements.

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

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

24 4. According to the American Heart Association, most Americans consume more  
25 than double the daily recommended amount of added sugars.<sup>2</sup> The steady increase in added  
26

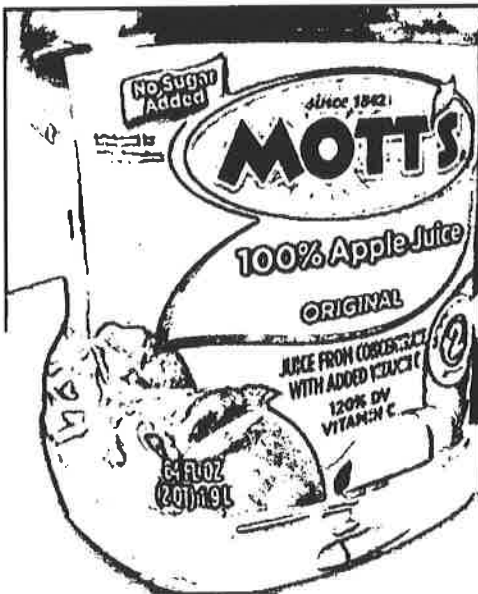
27 <sup>1</sup> Other Class Products that similarly include the unlawful "No Sugar Added" statement  
28 include, but are not limited to, those referenced in Paragraph 14 of the Complaint.

<sup>2</sup> See [http://www.heart.org/HEARTORG/GettingHealthy/NutritionCenter/Sugars-101\\_UCM\\_306024\\_Article.jsp](http://www.heart.org/HEARTORG/GettingHealthy/NutritionCenter/Sugars-101_UCM_306024_Article.jsp) (last visited June 1, 2013)

1 sugar consumption over the past 30 years has led to an obesity epidemic in the United States,  
 2 which has the highest level of obesity among industrialized nations.<sup>3</sup> Obesity, in turn, has  
 3 been associated with a variety of health problems, many of which can cause serious  
 4 complications or death, including, but not limited to, heart disease, tooth decay, diabetes and  
 5 cancer. Even in non-obese individuals, excess sugar consumption can have negative health  
 6 consequences. As a result, consumers have become increasingly sugar and calorie conscious.

7 5. Mott's is the "#1 branded apple juice and #1 branded apple sauce brand in the  
 8 U.S.," according to their 2012 Annual Report.<sup>4</sup>

9 6. To profit from the public's well-placed increasing focus on sugar consumption  
 10 and overall calorie content, Mott's has prominently featured a "No Sugar Added" statement on  
 11 the label and/or packaging of a wide variety of its food and beverage products. The image  
 12 below depicts the "No Sugar Added" claim as featured on several Class Products<sup>5</sup> (the  
 13 offending labels at issue in this complaint, including but not limited to the Apple Juice label  
 14 depicted below, shall hereinafter be collectively referred to as the "No Sugar Added Label"):



26 <sup>3</sup> See, e.g., "US and Global Obesity Levels: The Fat Chart – Obesity – Procon.org"  
<http://obesity.procon.org/view.resource.php?resourceID=004371> (last visited May 20, 2013).

27 <sup>4</sup> See "Dr Pepper Snapple Group – Annual report 2012"  
[http://www.dpsgannualreport.com/smedia/www/assets/media/full\\_report.pdf](http://www.dpsgannualreport.com/smedia/www/assets/media/full_report.pdf). (last visited  
 28 May 20, 2013).

<sup>5</sup> Not actual size.

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

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

10                   (b) A claim that expressly or implicitly characterizes the level of  
11 a nutrient of the type required to be in nutrition labeling under §  
12 101.9 or under § 101.36 (that is, a nutrient content claim) may  
13 not be made on the label or in labeling of foods unless the claim  
14 is made in accordance with this regulation and with the  
15 applicable regulations in subpart D of this part or in part 105 or  
16 part 107 of this chapter.

17                   (1) **An expressed nutrient content claim is any direct**  
18 **statement about the level (or range) of a nutrient in the food,**  
19 **e.g., “low sodium” or “contains 100 calories.”**

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

21                   (i) Describes the food or an ingredient therein in a manner that  
22 suggests that a nutrient is absent or present in a certain amount  
23 (e.g., “high in oat bran”); or

24                   (ii) Suggests that the food, because of its nutrient content, may  
25 be useful in maintaining healthy dietary practices and is made in  
26 association with an explicit claim or statement about a nutrient  
27 (e.g., “healthy, contains 3 grams (g) of fat”)  
28

21 C.F.R. §101.13 (emphasis added).

19           8.       21 C.F.R. §101, Subpart D, in turn, regulates nutrient content claims regarding  
20 sugar and specifically provides that phrase “No Sugar Added” may not be made *at all* if the  
21 product contains concentrated fruit juice or fails to bear a statement that it is not a low or  
22 reduced calorie food:

23                   (c) *Sugar content claims --(1)Use of terms such as “sugar free,”*  
24 *“free of sugar,” “no sugar,” “zero sugar,” “without sugar,”*  
25 *“sugarless,” “trivial source of sugar,” “negligible source of*  
26 *sugar,” or “dietarily insignificant source of sugar.” Consumers*  
27 *may reasonably be expected to regard terms that represent that*  
28 *the food contains no sugars or sweeteners e.g., “sugar free,” or*  
*“no sugar,” as indicating a product which is low in calories or*  
*significantly reduced in calories. Consequently, except as*  
*provided in paragraph (c)(2) of this section, a food may not be*  
*labeled with such terms unless:*



1 (i) The food contains less than 0.5 g of sugars, as defined in  
2 101.9(c)(6)(ii), per reference amount customarily consumed and  
per labeled serving or, in the case of a meal product or main dish  
product, less than 0.5 g of sugars per labeled serving; and

3 (ii) The food contains no ingredient that is a sugar or that is  
4 generally understood by consumers to contain sugars unless the  
5 listing of the ingredient in the ingredient statement is followed  
6 by an asterisk that refers to the statement below the list of  
ingredients, which states “adds a trivial amount of sugar,” “adds  
a negligible amount of sugar,” or “adds a dietarily insignificant  
amount of sugar;” and

7 (iii)(A) It is labeled “low calorie” or “reduced calorie” or bears a  
8 relative claim of special dietary usefulness labeled in compliance  
with paragraphs (b)(2), (b)(3), (b)(4), or (b)(5) of this section, or,  
9 if a dietary supplement, it meets the definition in paragraph  
10 (b)(2) of this section for “low calorie” but is prohibited by  
101.13(b)(5) and 101.60(a)(4) from bearing the claim; or

11 (B) Such term is immediately accompanied, each time it is used,  
12 by either the statement “not a reduced calorie food,” “not a low  
calorie food,” or “not for weight control.”

13 **(2) The terms “no added sugar,” “without added sugar,” or  
“no sugar added” may be used only if:**

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

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

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

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

23 **(v) The product bears a statement that the food is not “low  
24 calorie” or “calorie reduced” (unless the food meets the  
requirements for a “low” or “reduced calorie” food) and that  
25 directs consumers' attention to the nutrition panel for  
further information on sugar and calorie content.**

26 21 C.F.R 101, Subpart D, §101.60(c)(1)-(2).

27 9. A food product with a reference amount customarily consumed of greater than  
28 30 grams is considered to be “low calorie” only if it does not provide more than 40 calories

1 per reference amount customarily consumed. 21 C.F.R. Section 101.60(b)(2).

2 10. These regulations are carefully crafted to require that nutrient content claims  
3 concerning the presence, and addition, of sugars in food products be presented in a qualified  
4 and contextualized manner so that consumers are not misled.

5 11. Mott's products are offered in virtually every super market, drug store and  
6 convenience store in this country, yet the Class Products featuring the claim "No Sugar  
7 Added" do not conform with the FDCA requirements and related regulations. For example,  
8 Mott's 100% Apple Juice (depicted above) prominently features the claim "No Sugar Added"  
9 on its front label notwithstanding the fact that it is made from concentrate, as confirmed by the  
10 label. However, 21 C.F.R 101, Subpart D, §101.60(c)(2) (ii) unequivocally states that the  
11 claim "No Sugar Added" may not be made on food and beverage products that contain  
12 concentrated fruit juice. Mott's also fails to state that its 100% Apple Juice is not a "low  
13 calorie" or "calorie reduced" product anywhere on its front or back label, notwithstanding the  
14 fact that it contains 120 calories per reference serving greater than 30 grams (about as much as  
15 a conventional soft drink and nearly three times greater than the 40 calories per reference  
16 amount allowed to qualify as a low calorie food). This is in contravention to the requirements  
17 set forth under 21 C.F.R 101, Subpart D, §101.60(c)(2)(v).

18 12. Various other Mott's food products also bear labels and/or packaging which  
19 claim "No Sugar Added" despite the fact that they are made from concentrated fruit juice  
20 and/or fail to indicate they are not low or reduced calories foods when in fact they are not,  
21 including, but not limited to, the following: Mott's Natural Applesauce, Mott's Healthy  
22 Harvest Sauce Blueberry Delight, Mott's Healthy Harvest Sauce Country Berry, Mott's  
23 Healthy Harvest Sauce Granny Smith, Mott's Healthy Harvest Sauce Peach Medley, Mott's  
24 Medleys Cherry Berry Fruit And Veggie Snack, Mott's Medleys Peach Apple Fruit And  
25 Veggie Snack, and Mott's Snack And Go Strawberry Applesauce Pouch. Mott's 100% Apple  
26 Juice, the above-identified products and all other offending products manufactured by Motts  
27 shall hereinafter be collectively referred to as the "Class Products." True and correct photos  
28 of the offending labels are attached hereto as Exhibit A.

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

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

7           15.     Moreover, the Sherman Law specifically adopts and incorporates specific  
8 federal food laws and regulations. Under California's Sherman Law, "Any food is  
9 misbranded if its labeling does not conform with the requirements for nutrient content or  
10 health claims as set forth in Section 403(r) (21 U.S.C. Sec. 343(r)) of the federal act and the  
11 regulations adopted pursuant thereto." Cal. Health & Saf. Code § 110670. Similarly, food  
12 products are "misbranded if its labeling does not conform with the requirements for nutrition  
13 labeling as set forth in Section 403(q) (21 U.S.C. § 343(q)) of the federal act and the  
14 regulations adopted pursuant thereto. Cal. Health & Saf. Code § 110665. Food products are  
15 misbranded if words, statements and other information required by the Sherman Law to  
16 appear on their labeling are either missing or not sufficiently conspicuous. Cal. Health & Saf.  
17 Code § 110705. Finally, the Sherman Law holds "any food is misbranded if its labeling is  
18 false or misleading in any particular. Cal. Health & Saf. Code § 110660.

19           16.     State law claims based on a food product's non-conforming, misleading or  
20 deceptive label are expressly permitted when they impose legal obligations identical to the  
21 FDCA and corresponding FDA regulations, including FDA regulations concerning food and  
22 nutrition labeling and content claims. *In re Farm Raised Salmon Cases*, 42 Cal. 4th 1077,  
23 1094-95 (2008). Mott's conduct thus constitutes a violation of California law for which  
24 Plaintiff and class members are entitled to seek redress under the UCL, CLRA and other  
25 California consumer protection statutes.

26           17.     On behalf of the class, Plaintiff seeks an injunction requiring Defendants to  
27 cease circulation of misbranded Mott's food and beverage products and an award of damages  
28 to the class members, together with costs and reasonable attorneys' fees.

**PARTIES**

1  
2 18. Plaintiff MOHAMMAD RAHMAN is a citizen and resident of the State of  
3 California, County of San Francisco.

4 19. Defendant MOTT'S LLP. is a Delaware limited liability partnership with its  
5 principal office at 5301 Legacy Drive, Plano, Texas 75024.

6 20. Defendant DR PEPPER SNAPPLE GROUP, INC is a Delaware corporation  
7 with its principal office at 5301 Legacy Drive, Plano, Texas 75024. Plaintiff is informed and  
8 believes, and thereon alleges, that MOTT'S LLP is a wholly owned subsidiary of DR PEPPER  
9 SNAPPLE GROUP.

10 21. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
11 acts and omissions alleged herein was performed by, or is attributable to, MOTT'S LLP  
12 and/or DR PEPPER SNAPPLE GROUP, each acting as the agent for the other, with legal  
13 authority to act on the other's behalf. The acts of any and all Defendants were in accordance  
14 with, and represent, the official policy of Defendants. Plaintiff is unaware of the true names  
15 or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but  
16 will seek leave of this Court to amend the Complaint and serve such fictitiously-named  
17 Defendants once their names and capacities become known.

18 22. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
19 were the partners, agents, owners, shareholders, managers, or employees of MOTT'S LLP  
20 and/or DR PEPPER SNAPPLE GROUP, INC., at all relevant times.

21 23. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
22 acts and omissions alleged herein was performed by, or is attributable to, MOTT'S LLP, DR  
23 PEPPER SNAPPLE GROUP, INC., and/or DOES 1 through 10 (collectively "Defendants"),  
24 each acting as the agent for the other, with legal authority to act on the other's behalf. The  
25 acts of any and all Defendants were in accordance with, and represent, the official policy of  
26 Defendants.

27 24. Plaintiff is informed and believes, and thereon alleges, that each of said  
28 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

1 omissions, occurrences, and transactions of each and all the other Defendants in proximately  
2 causing the damages herein alleged.

3 25. At all relevant times, Defendants, and each of them, ratified each and every act  
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
5 and abetted the acts and omissions as alleged herein.

#### 6 JURISDICTION AND VENUE

7 26. This class action is brought pursuant to California Code of Civil Procedure  
8 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal  
9 jurisdiction limits of the Superior Court and will be established according to proof at trial.  
10 Based upon information, investigation, and analysis as of the filing date of this Complaint,  
11 Plaintiff alleges that the amount in controversy for each class representative, including claims  
12 for monetary damages, restitution, penalties, injunctive relief, and a pro rata share of  
13 attorneys' fees, is less than seventy-five thousand dollars (\$75,000) and that the aggregate  
14 amount in controversy for the proposed class action, including monetary damages, restitution,  
15 penalties, injunctive relief, and attorneys' fees, is less than five million dollars (\$5,000,000),  
16 exclusive of interest and costs. Plaintiff reserves the right to seek a larger amount based upon  
17 new and different information resulting from investigation and discovery.

18 27. This Court has jurisdiction over this action pursuant to the California  
19 Constitution, Article VI, section 10. The statutes under which this action is brought do not  
20 specify any other basis for jurisdiction.

21 28. This Court has jurisdiction over all Defendants because, upon information and  
22 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
23 California, or otherwise intentionally avail themselves of the California market so as to render  
24 the exercise of jurisdiction over them by the California courts consistent with traditional  
25 notions of fair play and substantial justice.

26 29. Venue is proper in this Court because, upon information and belief, Defendants  
27 reside, transact business, or have offices in this county and the acts and omissions alleged  
28 herein took place in this county.

**PLAINTIFF'S FACTS**

1  
2 30. Plaintiff MOHAMMED RAHMAN is a health-conscious individual who is  
3 currently afflicted with Type 2 Diabetes. As such, he actively seeks out and purchases  
4 products that are low in sugar and/or contain no added sugars.

5 31. Through about March of 2013, Plaintiff regularly purchased one or more of the  
6 Class Products with the No Sugar Added Label, including Mott's Original 100% Apple Juice,  
7 about every two weeks at Lucky's, a grocery store in San Francisco, California.

8 32. Before purchasing the misbranded Class Products, Plaintiff read and reasonably  
9 relied upon the product packaging and specifically the No Sugar Added Label. Had Plaintiff  
10 not observed the No Sugar Added Label on the Class Products, he would not have purchased  
11 them.

12 33. Plaintiff did not know at the point of sale, and had no reason to know, that the  
13 Class Products with the No Sugar Added Label were misbranded and bore food labeling  
14 claims that Mott's was not legally permitted to make.

**CLASS ACTION ALLEGATIONS**

15  
16 34. Plaintiff brings this action, on behalf of himself and all others similarly  
17 situated, and thus seeks class certification under California Code of Civil Procedure section  
18 382.

19 35. All claims alleged herein arise under California law for which Plaintiff seeks  
20 relief authorized by California law.

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

- 22 (1) All California residents who purchased one or more food  
23 or beverage products manufactured by Defendants, with a  
24 label and/or packaging claiming "No Sugar Added", and  
25 which contain concentrated fruit juice, at any time  
26 between four years prior to the filing of the original  
27 complaint in this action until the date of certification.  
28 (2) All California residents who purchased one or more food  
or beverage products manufactured by Defendants, with a  
label and/or packaging claiming "No Sugar Added", and  
which have a reference amount customarily consumed of  
greater than 30 grams and more than 40 calories per  
reference amount customarily consumed, but do not bear

1 a statement that the food is not “low calorie” or “calorie  
2 reduced,” between four years prior to the filing of the  
original complaint in this action until the date of  
certification.

3 37. As used herein, the term “Class Members” shall mean and refer to the members  
4 of the Classes described above.

5 38. Excluded from the Classes are Mott’s, its affiliates, employees, agents, and  
6 attorneys, and the Court.

7 39. Plaintiff reserves the right to amend the Classes, and to add additional  
8 subclasses, if discovery and further investigation reveals such action is warranted.

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

12 41. The exact number of Class Members is presently unknown, but given that  
13 Mott’s is the “#1 branded apple juice and #1 apple sauce brand in the U.S.,” (according to  
14 Defendants’ 2012 Annual Report), it is reasonable to presume that the members of the Classes  
15 are so numerous that joinder of all members is impracticable. The disposition of their claims  
16 in a class action will provide substantial benefits to the parties and the Court.

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

- 18 (a) Whether Defendants engaged in unlawful, unfair or deceptive business  
19 practices by failing to properly package and label its food products it  
20 sold to consumers;
- 21 (b) Whether the food products at issue were misbranded as a matter of law;
- 22 (c) Whether Defendants labeled certain food and beverage products with  
23 the “No Sugar Added” claims;
- 24 (d) Whether Defendants had a duty to include the statement explaining its  
25 food products are not “low calorie” or “calorie reduced;”
- 26 (e) Whether Defendants made false, misleading and/or untrue statements  
27 via its labeling;
- 28 (f) Whether Defendants violated the California Consumers Legal Remedies

1 Act (Cal. Civil Code §§ 1750 *et seq.*);

2 (g) Whether Defendants violated California Business & Professions Code  
3 §§ 17200 *et seq.*;

4 (h) Whether Defendants violated California Business & Professions Code  
5 §§ 17500 *et seq.*;

6 (i) Whether Defendants have violated the Sherman Food, Drug, and  
7 Cosmetic Law (Health & Saf. Code, §§ 109875 *et seq.*);

8 (j) Whether Defendants have been unjustly enriched by the sales of  
9 misbranded Class Products;

10 (k) Whether Plaintiff and the Classes are entitled to equitable and/or  
11 injunctive relief;

12 (l) Whether Defendants' unlawful, unfair and/or deceptive practices  
13 harmed Plaintiff and the Classes; and

14 (m) The method of calculation and extent of damages for Plaintiff and Class  
15 Members.

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

18 44. Plaintiff will adequately protect the interests of Class Members and has retained  
19 counsel experienced in consumer class action litigation. Plaintiff has no interests that are  
20 adverse to or conflict with those of Class Members. Plaintiff is committed to the vigorous  
21 prosecution of this action and, to that end, Plaintiff has retained counsel who are competent  
22 and experienced in handling class actions on behalf of consumers.

23 45. A class action is superior to all other available methods for the fair and efficient  
24 adjudication of this controversy since joinder of all members is impracticable. Furthermore,  
25 as the amount suffered by individual Class Members may be relatively small, the expense and  
26 burden of individual litigation make it impossible for Class Members to individually redress  
27 the wrongs done to them. There will be no difficulty in the management of this case as a class  
28 action.





1           53.     Mott's use of the No Sugar Added Label, as set forth herein, also constitutes an  
2 "unfair" business act or practice within the meaning of California Business and Professions  
3 Code sections 17200 *et seq.*, because any utility for Mott's conduct is outweighed by the  
4 gravity of the consequences to Plaintiff and Class Members and because the conduct offends  
5 public policy.

6           54.     In addition, Mott's use of the No Sugar Added Label constitutes a "fraudulent"  
7 business practice or act within the meaning of Business and Professions Code sections 17200  
8 *et seq.* The applicable food labeling regulations are carefully crafted to require that nutritional  
9 content claims be presented in a qualified and contextualized manner to protect the consuming  
10 public from being deceived. Mott's non-compliant No Sugar Added Label is an unqualified  
11 nutritional content claim that poses the very risk of deception the regulations were  
12 promulgated to protect against.

13           55.     Moreover, there were reasonable alternatives available to Mott's to further its  
14 legitimate business interests, other than the conduct described herein. For example, Mott's  
15 could have complied with FDA requirements by excluding the "No Sugar Added" claim.

16           56.     Mott's used the No Sugar Added Label to induce Plaintiff and Class Members  
17 to purchase its food and beverage products. Had Mott's not included the "No Sugar Added"  
18 claim, Plaintiff and Class Members would not have purchased the product, would have  
19 purchased less of the product and/or would have paid less for the product. Mott's conduct  
20 therefore caused and continues to cause economic harm to Plaintiff and Class Members.

21           57.     Mott's has thus engaged in unlawful, unfair, and fraudulent business acts  
22 entitling Plaintiff and Class Members to judgment and equitable relief against Mott's, as set  
23 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code  
24 section 17203, Plaintiff and Class Members seek an order requiring Mott's to immediately  
25 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Mott's to  
26 correct its actions.

27     ///

28     ///

**SECOND CAUSE OF ACTION**

**Violation of the California False Advertising Act**

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

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2  
3  
4 58. Plaintiff incorporates by reference each allegation set forth above.

5 59. Pursuant to California Business and Professions Code sections 17500 *et seq.*, it  
6 is unlawful to engage in advertising “which is untrue or misleading, and which is known, or  
7 which by the exercise of reasonable care should be known, to be untrue or misleading.”

8 60. As explained above, Mott’s No Sugar Added Label accompanies food and  
9 beverage products that contain concentrated fruit juice and/or fail to state they are not low  
10 calorie foods, in violation of governing food labeling regulations.

11 61. As also explained above, the applicable food labeling regulations are carefully  
12 crafted to protect the consuming public from being deceived. Mott’s No Sugar Added Label  
13 is an unqualified nutritional content claim that poses the very risk of deception the regulations  
14 were promulgated to protect against.

15 62. Mott’s is a multi-million dollar company advised by skilled counsel who, on  
16 information and belief, are or by the exercise of reasonable care should be aware of the  
17 governing regulations and their purpose, and the fact that the No Sugar Added Label does not  
18 comply with them.

19 63. Mott’s use of the No Sugar Added Label therefore constitutes untrue and/or  
20 misleading advertising within the meaning of Business and Professions Code sections 17500  
21 *et seq.*

22 64. Plaintiff, individually and on behalf of all others similarly situated, demands  
23 judgment against Mott’s for restitution, disgorgement, injunctive relief, and all other relief  
24 afforded under Business & Professions Code section 17500, plus interest, attorneys’ fees, and  
25 costs.

26 ///

27 ///

28 ///

**THIRD CAUSE OF ACTION**

**Violation of the Consumers Legal Remedies Act**

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

1  
2  
3  
4 65. Plaintiff incorporates by reference each allegation set forth above.

5 66. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
6 California Civil Code sections 1750 *et seq.* (“CLRA”).

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

12 68. Each defendant named herein is a “person” as defined by California Civil Code  
13 section 1761(c) because they are corporations and/or companies as set forth above.

14 69. Plaintiff and Class Members are “consumers” within the meaning of California  
15 Civil Code section 1761(d) because they are individuals who purchased the products at issue  
16 in this complaint for personal and/or household use, i.e. Mott’s 100% Apple Juice.

17 70. Mott’s food and beverage products are “goods” within the meaning of  
18 California Civil Code section 1761(a) in that they are tangible products bought by Plaintiff  
19 and Class Members for personal, family, and/or household use.

20 71. Plaintiff’s and Class Members’ payments for the goods of Class Products are  
21 “transaction[s]” as defined by California Civil Code section 1761(e) because Mott’s entered  
22 into an agreement to sell those products in exchange for Plaintiff’s and Class Members’  
23 monetary compensation.

24 72. Plaintiff has standing to pursue this claim as he has suffered injury in fact and  
25 has lost money as a result of Mott’s actions as set forth herein. Specifically, Plaintiff  
26 purchased Mott’s 100% Apple Juice on various occasions. Had Mott’s not included the  
27 offending No Sugar Added Label on its 100% Apple Juice, Plaintiff would not have purchased  
28 the product, would have purchased less of the product and/or would have paid less for the

1 product.

2 73. Section 1770(a)(5) of the CLRA prohibits anyone from “[r]epresenting that  
3 goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
4 quantities which they do not have . . . .” As discussed above, Mott’s No Sugar Added Label  
5 accompanies food and beverage products that contain concentrated fruit juice and/or fail to  
6 state they are not low calorie foods, in violation of governing food labeling regulations. As a  
7 result, by employing the No Sugar Added Label, Mott’s effectively represented that its juice  
8 has sponsorship, approval, characteristics, uses and benefits which it does not have under the  
9 governing law.

10 74. Section 1770(a)(7) of the CLRA prohibits anyone from “[r]epresenting that  
11 goods or services are of a particular standard, quality, or grade, or that goods are of a  
12 particular style or model, if they are of another.” By employing the non-compliant No Sugar  
13 Added Label, Mott’s similarly represented the Class Products to be of a particular standard,  
14 quality or grade which it is not under the governing law.

15 75. Section 1770(a)(9) of the CLRA prohibits anyone from “[a]dvertising goods or  
16 services with intent not to sell them as advertised.” As noted above, Mott’s is a multi-million  
17 dollar company advised by skilled counsel who, on information and belief, are or by the  
18 exercise of reasonable care should be aware of the governing regulations and their purpose,  
19 and the fact that the No Sugar Added Label does not comply with them. By introducing Class  
20 Products with the non-compliant No Sugar Added Label into the stream of commerce  
21 notwithstanding this knowledge, Mott’s thus intentionally sold a misbranded product.

22 76. Pursuant to section 1782 of the CRLA, Plaintiff notified Mott’s in writing of  
23 the particular violations of sections of the CLRA and demanded that Mott’s rectify the  
24 problems associated with the behavior detailed above, which acts and practices are in  
25 violation of California Civil Code section 1770.

26 77. Plaintiff has filed concurrently herewith the declaration of venue required by  
27 California Civil Code section 1780(d).

28 78. Plaintiff seeks an order enjoining the act and practices described above,

1 restitution of property, and any other relief that the court deems proper.

2 79. Currently, pursuant to California Civil Code section 1782(d), with respect only  
3 to Plaintiff's CLRA claim, Plaintiff only seeks equitable and injunctive relief through the  
4 CLRA and not actual damages via the CLRA. Upon Mott's failure to rectify or agree to  
5 adequately rectify the problems associated with the actions detailed above, Plaintiff will  
6 amend his complaint to additionally seek damages, restitutionary relief, punitive damages,  
7 attorneys' fees and costs, and any other relief available under section 1780(a) of the CRLA.

8 **FOURTH CAUSE OF ACTION**

9 **Negligent Misrepresentation**

10 80. Plaintiff incorporates by reference each allegation set forth above.

11 81. Mott's owed a duty to Plaintiff and Class Members to exercise reasonable care  
12 in making representations about its food and beverage products, including Mott's 100% Apple  
13 Juice, it offered for sale to consumers.

14 82. Mott's knew, or should have known by the exercise of reasonable care, that a  
15 "No Sugar Added" claim may not be placed on the label of a food or beverage product that  
16 contains fruit juice concentrate and/or fails to indicate it is not a low or reduced calorie food.  
17 Never the less, Mott's negligently and/or recklessly included the non-complaint No Sugar  
18 Added Label described above on it's widely distributed Class Products that are sold in  
19 virtually every supermarket and drugstore nationwide and consumed by millions of people  
20 annually.

21 83. Plaintiff and Class Members reviewed, believed, and relied upon the No Sugar  
22 Added Label when deciding to purchase Class Products, and how much to pay for Class  
23 Products.

24 84. As a direct and proximate result of Mott's negligent and/or reckless conduct,  
25 Plaintiff and Class Members have been damaged in an amount to be proven at trial.

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1 **FIFTH CAUSE OF ACTION**

2 **Breach of Quasi-Contract**

3 85. Plaintiff incorporates by reference each allegation set forth above.

4 86. As a direct and proximate result of Mott's acts, as set forth above, Mott's has  
5 been unjustly enriched.

6 87. Through unlawful and deceptive conduct in connection with the advertising,  
7 marketing, promotion, and sale of the Class Products, Mott's has reaped the benefits of  
8 Plaintiff's and Class Members' payments for a misbranded product.

9 88. Mott's conduct created a contract or quasi-contract through which Mott's  
10 received a benefit of monetary compensation without providing the consideration promised to  
11 Plaintiff and Class Members. Accordingly, Mott's will be unjustly enriched unless ordered to  
12 disgorge those profits for the benefit of Plaintiff and Class Members.

13 89. Plaintiff and Class Members are entitled to and seek through this action  
14 restitution of, disgorgement of, and the imposition of a constructive trust upon all profits,  
15 benefits, and compensation obtained by Mott's from its improper conduct as alleged herein.

16 **MISCELLANEOUS**

17 90. Plaintiff and Class Members allege that they have fully complied with all  
18 contractual and other legal obligations and fully complied with all conditions precedent to  
19 bringing this action or all such obligations or conditions are excused.

20 **REQUEST FOR JURY TRIAL**

21 91. Plaintiff requests a trial by jury of all issues which may be tried by a jury.

22 **PRAYER FOR RELIEF**

23 92. Plaintiff, on behalf of himself and the Classes, requests the following relief:

- 24 (a) An order certifying the Classes and appointing Plaintiff as  
25 Representative of the Classes;
- 26 (b) An order certifying the undersigned counsel as Class Counsel;
- 27 (c) A declaratory judgment that Mott's No Sugar Added Label is unlawful;
- 28 (d) An order requiring Mott's, at its own cost, to notify all Class Members

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of the unlawful and deceptive conduct herein;

- (e) An order requiring Mott's to change the product packaging for Mott's 100% Apple Juice such that it complies with all applicable food labeling rules and regulations;
- (f) An order requiring Mott's to change the product packaging for all Class Products such that it complies with all applicable food labeling rules and regulations;
- (g) An order requiring Mott's to engage in corrective advertising regarding the conduct discussed above;
- (h) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (i) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (j) Any and all statutory enhanced damages;
- (k) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (l) Pre- and post-judgment interest; and
- (m) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

Dated: June 13, 2013

Respectfully submitted,

Capstone Law APC

By: \_\_\_\_\_

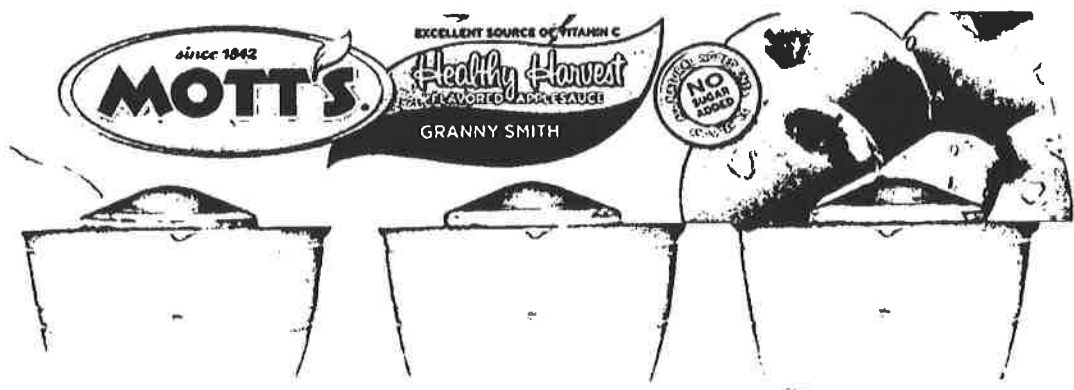
Jordan L. Lurie  
David L. Cheng  
Sue J. Kim  
Sharon G. Yaacobi  
Arvin Ratanavongse

Attorneys for Plaintiff Mohammed Rahman

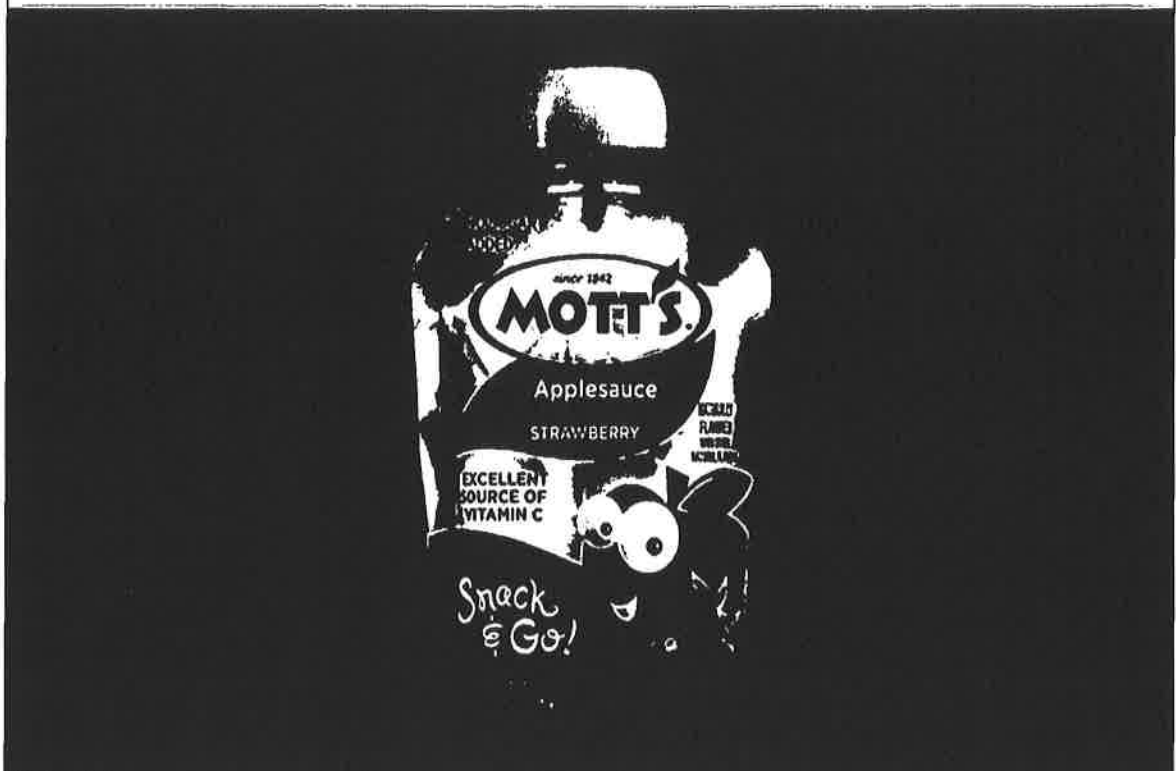


Exhibit A

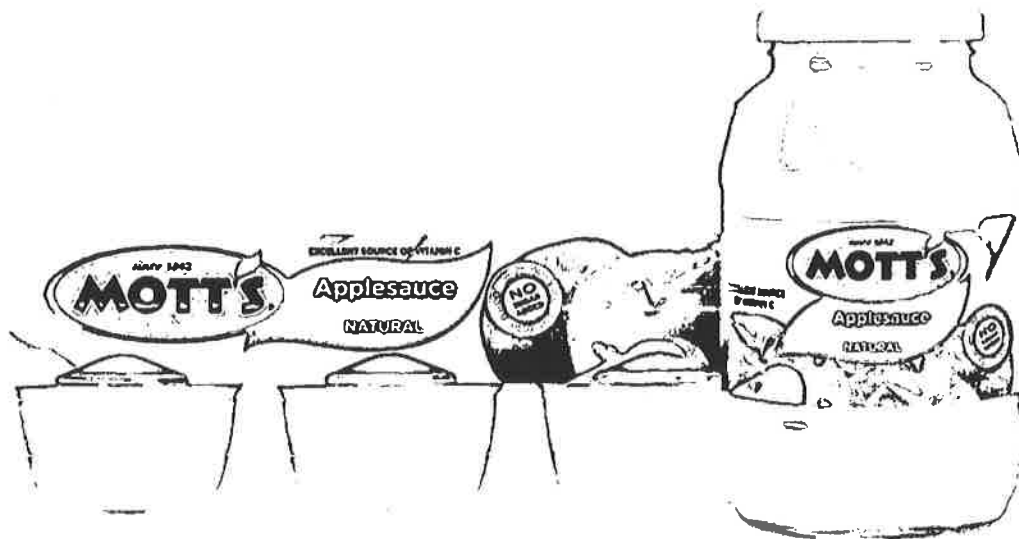
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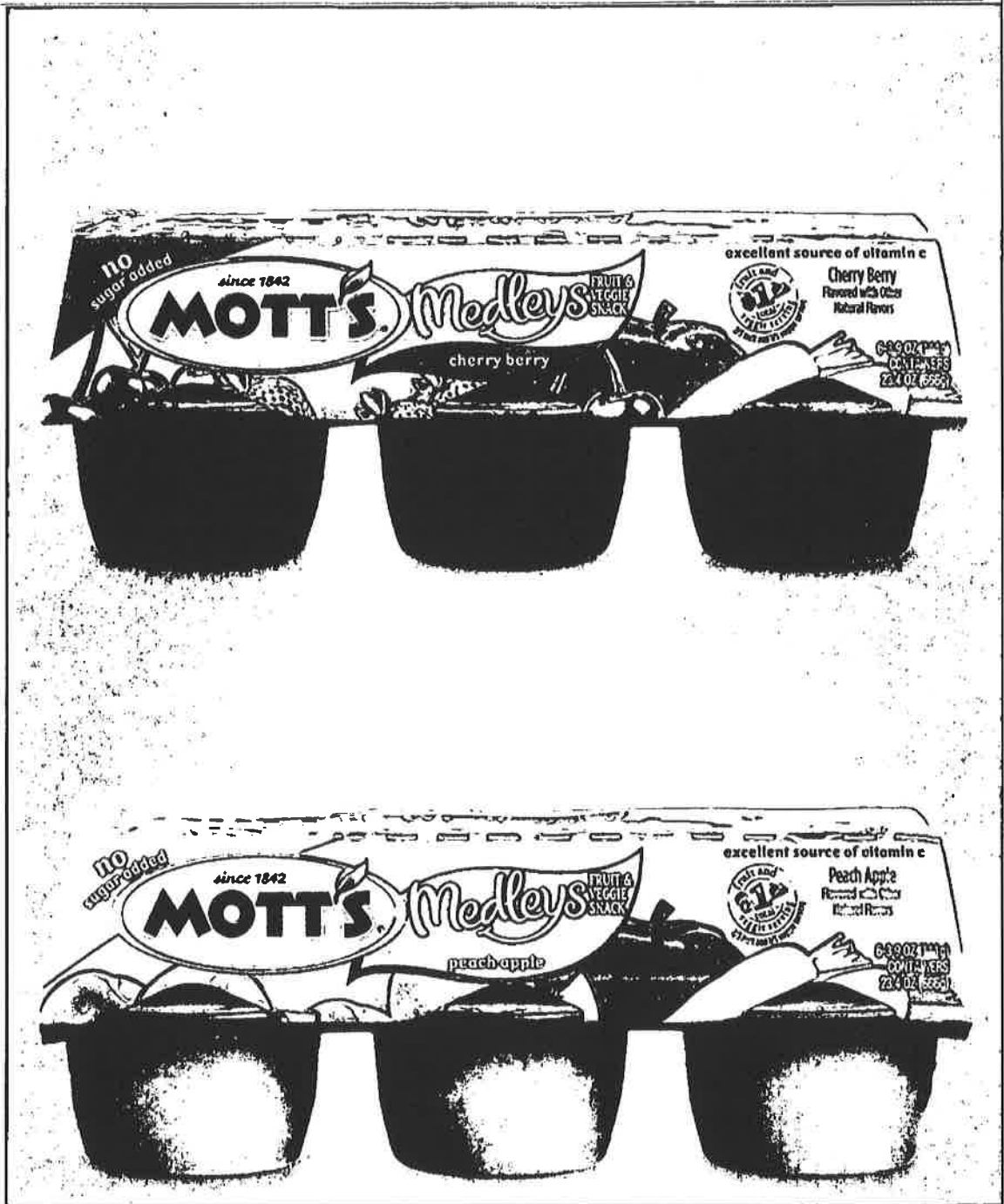
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# **Exhibit 3**

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**BAKER BOTTS L.L.P.**  
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Attorneys for Defendants Motts L.L.P.  
and Dr Pepper Snapple Group, Inc.

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

MOHAMMED RAHMAN, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

MOTT'S L.L.P., DR PEPPER SNAPPLE  
GROUP, INC., and DOES 1 through 10,

Defendants.

Case No.

**DECLARATION OF RYAN L. BANGERT  
IN SUPPORT OF DEFENDANTS MOTT'S  
L.L.P. AND DR PEPPER SNAPPLE  
GROUP, INC'S NOTICE OF REMOVAL  
TO FEDERAL COURT PURSUANT TO 28  
U.S.C. §§ 1332(d), 1441(b), 1446, AND 1453**

1 I, Ryan Bangert, declare as follows:

2 1. I am over 21 years of age and competent to make this declaration. I have personal  
3 knowledge of the facts set forth herein, which are known to me to be true and correct.

4 2. I am a senior associate with the law firm Baker Botts L.L.P. I have been licensed  
5 to practice law in the State of Texas since 2004. I represent Dr Pepper Snapple Group, Inc. and  
6 Mott's L.L.P. with respect to the litigation styled *Rahman v. Mott's L.L.P., et al.*, No. CGC-13-  
7 532078, which was filed in the Superior Court of the State of California for the County of San  
8 Francisco.

9 3. Attached to this declaration as Exhibit A is a true and correct copy of Dr Pepper  
10 Snapple Group's certificate of good standing for the State of Delaware, obtained from CT  
11 Corporation, showing that DPSG is incorporated in the State of Delaware.

12 I swear under penalty of perjury under the laws of the United States that the foregoing is  
13 true and correct to the best of my knowledge.

14 Executed in Dallas, Texas on July 26, 2013.

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16   
17 Ryan Bangert

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# Exhibit A



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DR PEPPER SNAPPLE GROUP, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF JANUARY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DR PEPPER SNAPPLE GROUP, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2007.

4445682 8300

130050367

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0145306

DATE: 01-15-13

# **Exhibit 4**

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Attorneys for Defendants Motts L.L.P.  
and Dr Pepper Snapple Group, Inc.

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

MOHAMMED RAHMAN, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

MOTT'S L.L.P., DR PEPPER SNAPPLE  
GROUP, INC., and DOES 1 through 10,

Defendants.

Case No.

**DECLARATION OF ERIC BLACKWOOD  
IN SUPPORT OF MOTT'S L.L.P. AND DR  
PEPPER SNAPPLE GROUP, INC'S  
NOTICE OF REMOVAL TO FEDERAL  
COURT PURSUANT TO 28 U.S.C.  
§§ 1332(d), 1441(b), 1446, AND 1453**

1 I, Eric Blackwood, declare as follows:

2 1. I am over 21 years of age and competent to make this declaration. I have personal  
3 knowledge of the facts set forth herein, which are known to me to be true and correct. If called as  
4 a witness, I could and would competently testify to the facts below.

5 2. I am employed by Mott's L.L.P. as the Director of Marketing. As Director of  
6 Marketing, I am personally knowledgeable about matters involving the Mott's brand, and I am  
7 responsible for overseeing the Mott's business line, including marketing, advertising, labeling,  
8 production, and sales of Mott's products. Among the Mott's products I oversee are Mott's 100%  
9 Apple Juice, Mott's Natural Applesauce, Mott's Healthy Harvest Sauce products, Mott's Medleys  
10 products, and Mott's Snack And Go products.

11 3. I work at 5301 Legacy Drive, Plano, Texas 75024, the headquarters of Dr Pepper  
12 Snapple Group, Inc. ("DPSG") and its subsidiaries. DPSG's key corporate officers, including its  
13 chief executive officer, chief financial officer, executive vice president of marketing, and general  
14 counsel, are located at DPSG's Plano building, and direct, control, and coordinate the company's  
15 activities from that Plano location.

16 4. The building located at 5301 Legacy Drive, Plano, Texas 75024 is also the Mott's  
17 L.L.P. headquarters. Mott's L.L.P. is a subsidiary of and owned by DPSG. Mott's L.L.P.'s key  
18 corporate officers, including its board of management committees, its chief executive officer, its  
19 chief financial officer, and its executive vice presidents, are located at the Plano location, and  
20 direct, control, and coordinate the company's activities from the Plano location.

21 5. Based on Nielsen data covering only the grocery, drug, and convenience store  
22 channels for the Los Angeles and San Francisco markets, and only the grocery channel for the  
23 San Diego and Sacramento markets, consumers purchased over 2.4 million units of Mott's 100%  
24 Apple Juice labeled "No Sugar Added" (the "Apple Juice") from retailers located in California  
25 and paid over \$6 million for those units during the fifty-two week period ending June 15, 2013.  
26 These sales do not include sales made outside the Los Angeles, San Francisco, San Diego, and  
27 Sacramento markets, or in channels other than grocery, drug, and convenience, and do not include  
28 retailers that do not report transactions to Nielsen.

1           6.       Based on Nielsen data covering only the Los Angeles, San Francisco, San Diego,  
2 and Sacramento markets and including only the grocery distribution channel, consumers  
3 purchased over 2.2 million units of Mott's Natural Applesauce, Mott's Medleys products, Mott's  
4 Snack and Go products, and Mott's Healthy Harvest products labeled "No Sugar Added" (the  
5 "Sauce Products") from retailers located in California and paid over \$6 million for those units  
6 between January 1, 2012 and the week ending June 15, 2013. These sales do not include sales  
7 made outside the Los Angeles, San Francisco, San Diego, and Sacramento markets, or in  
8 channels other than grocery, and do not include retailers that do not report transactions to Nielsen.

9           7.       Sales at Wal-Mart stores are reported separately by Nielsen. Using Nielsen data  
10 covering Wal-Mart stores in California, Nevada, Oregon, and Washington, I estimated the  
11 amount of sales made to consumers at Wal-Mart stores located in California. For the 52-week  
12 period preceding June 15, 2013, I estimate that consumers purchased over 1.2 million units of  
13 Mott's Apple Juice from Wal-Mart stores in California, and paid over \$4 million for those units.  
14 In addition, for the 17.5-month period preceding June 15, 2013, I estimate that consumers  
15 purchased over 2 million units of Sauce Products from Wal-Mart stores in California, and paid  
16 over \$4 million for those units.

17           8.       Mott's would incur significant expenses if it were required to dispose of existing  
18 label and product inventory of Mott's Apple Juice and Mott's Sauce Products in its plants and  
19 warehouses in California. Based on an estimate of the product packaging and finished goods on  
20 hand at those plants and warehouses, disposing of such inventory would cost over \$1 million.

21           9.       Mott's would incur significant expenses if it were required to recall Mott's Apple  
22 Juice and Mott's Sauce Products from retailers. Based on an estimate of the monthly sales  
23 volume of those products by retailers in California and an estimate of the number of days on  
24 hand, to repurchase, reclaim, and dispose of that entire stock of product would cost over  
25 \$500,000.


26           10.      Mott's advertises using print media. This includes out-of-home (i.e. billboards)  
27 and newspaper advertisements. If Mott's engaged in a limited one-month corrective advertising  
28 campaign in the nine major media markets in California only using those media channels, Mott's

1 would incur over \$500,000 in expenses.

2 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true  
3 and correct.

4 Executed in Collin County, Texas this 26th day of July, 2013.

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Eric Blackwood