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15 Counsel for PLAINTIFF ALLEN MOSHIRI

16 **UNITED STATES DISTRICT COURT**

17 **NORTHERN DISTRICT OF CALIFORNIA-SAN FRANCISCO DIVISION**

18 ALLEN MOSHIRI, individually, and
19 on behalf of all others similarly
20 situated,

21 Plaintiffs,

22 v.

23 HSNi, LLC, dba Home Shopping Network,
24 a Delaware Limited Liability Company;
25 MARTHA STEWART LIVING
26 OMNIMEDIA, INC., a Delaware
27 Corporation; EMERIL'S HOMEBASE,
28 LLC, a Louisiana Limited Liability
Company; EMERILS.COM, LLC, a
Louisiana Limited Liability Company; and
DOES 1 through 20, inclusive,
Defendants.

Case No.:
Assigned to:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Allen Moshiri ("Plaintiff"), on behalf of himself and all others
2 similarly situated, alleges for his Complaint against HSNi, LLC dba Home
3 Shopping Network (hereafter "HSN"), Martha Stewart Living Omnimedia, Inc.
4 (hereafter "MSLO"), Emeril's Homebase, LLC (hereafter "Emeril's-HB"),
5 Emerils.com LLC, and DOES 1-20, inclusive, (all defendants hereafter referred to
6 collectively as "Defendants") as follows:

7 **NATURE OF THE ACTION**

8 1. This class action involves Defendants' unfair, unlawful, and
9 fraudulent course of conduct in promoting, advertising, offering for sale, and
10 selling products through material misrepresentations and omissions as to the place
11 of origin and quality of said products. More specifically, Defendants have
12 promoted, advertised and sold various kitchen knives and knife sets under the
13 "EMERIL™" brand name that Defendants represented were manufactured in
14 Solingen, Germany- an area world famous for producing high quality cutlery.
15 Contrary to Defendants' representations, these knives and knife sets were
16 manufactured in China. The knives and knife sets in question (hereafter the
17 "Counterfeit Knives") bear on one side of the blade the "EMERIL™" mark and
18 the words "SOLINGEN GERMANY" but on the other side of blade is stamped the
19 word "CHINA." Moreover, the Counterfeit Knives are not of the high quality
20 associated with knives from Solingen, Germany, nor of the quality represented by
21 Defendants. Many consumers have posted complaints and/or product reviews
22 stating that, inter alia, the knife blades rust easily, lose their edge, and that the
23 blades chip and break easily. Defendants' representations as to place of origin and
24 high quality of the Counterfeit Knives were made through multiple marketing and
25 advertising channels including television, Internet, phone sales, and, possibly at
26 brick and mortar stores. Upon information and belief, during the relevant time
27 period, Defendants promoted, advertised, offered for sale, and sold at least twelve
28

1 different types of Counterfeit Knives through material misrepresentations and
2 material omissions common to the entire class.

3 2. Defendants' unfair, unlawful, and fraudulent practices have
4 significantly and substantially harmed Plaintiff and the Class, who have paid
5 millions for poor quality products with a false designation of geographical origin
6 that they likely would not have purchased but for Defendants' unlawful conduct.

7 **JURISDICTION AND VENUE**

8 3. This Court has jurisdiction over all causes of action asserted in this
9 complaint pursuant to 28 U.S.C. Section 1332(a). Plaintiff alleges there is
10 minimal diversity of citizenship among the parties, as Plaintiff is informed and
11 believes and thereon alleges that Defendants are incorporated or organized in the
12 States of Delaware, Louisiana and Florida, and maintain their principal places of
13 business in New York, New York, St. Petersburg, Florida, and New Orleans,
14 Louisiana. Plaintiff is a resident and citizen of California. There are more than
15 100 class members and the amount in controversy exceeds \$5,000,000.00,
16 exclusive of interest and costs. The Court has personal jurisdiction over
17 Defendants, which have at least minimum contacts with the State of California
18 because they have conducted business there and have availed themselves of
19 California's markets through their distribution, promotion, advertising and sales of
20 the Counterfeit Knives.

21 4. Venue is proper in this District pursuant to 28 U.S.C. Section
22 1391(a) because a substantial part of the wrongful acts, events and transactions
23 which form the basis of this complaint took place within this district.

24 **THE PARTIES**

25 5. Plaintiff is an individual residing in and is a citizen of the State of
26 California. In and around July 2012, after being exposed to and relying on
27 Defendants' representations as to the place of origin and quality of the Counterfeit
28 Knives, Plaintiff purchased from Defendants a five inch "santoku" kitchen knife

1 that Defendants represented was manufactured in Solingen, Germany but that
2 actually was manufactured in China. Moreover, the knife was not of the
3 represented high quality, as shortly after Plaintiff received the knife the blade
4 began to rust and the edge began to dull. Plaintiff would not have purchased the
5 knife had he known truth about Defendants'
6 representations as to the place of origin and quality of the knife. By purchasing
7 the falsely advertised product, Plaintiff suffered injury-in-fact and lost money.

8 6. Plaintiff is informed and believes and based thereon alleges that
9 Defendant HSN is a Delaware Limited Liability Company with its principal place
10 of business in St. Petersburg, Florida. Defendant HSN conducts business in this
11 judicial district, including promoting, advertising, offering for sale and selling the
12 Counterfeit Knives.

13 7. Plaintiff is informed and believes and based thereon alleges that
14 Defendant MSLO is a Delaware Corporation with its principal place of business in
15 New York, New York. Defendant MSLO conducts business in this judicial
16 district, including promoting, advertising, offering for sale and selling the
17 Counterfeit Knives.

18 8. Plaintiff is informed and believes and based thereon alleges that
19 Defendant Emeril's-HB is a Louisiana Limited Liability Company with its
20 principal place of business in New Orleans, Louisiana. Defendant Emeril's-HB
21 conducts business in this judicial district, including promoting, advertising,
22 offering for sale and selling the Counterfeit Knives.

23 9. Plaintiff is informed and believes and based thereon alleges that
24 Defendant Emerils.com is a Louisiana Limited Liability Company with its
25 principal place of business in New Orleans, Louisiana. Defendant Emerils.com
26 conducts business in this judicial district, including promoting, advertising,
27 offering for sale and selling the Counterfeit Knives.
28

1 10. The true names and capacities of the defendants sued herein as DOES
2 one through twenty, inclusive, currently are unknown to Plaintiff, who therefore
3 sues such defendants by fictitious names. Each of the defendants designated
4 herein as a DOE is legally responsible for the unlawful acts alleged herein.
5 Plaintiff will seek leave of court to amend this complaint to reflect the true names
6 and capacities of the DOE defendants when such identities become known.

7 11. At all relevant times, each and every Defendant was acting as the
8 agent and/or employee of each and every other Defendant, and was acting within
9 the course and/or scope of such agency and/or employment with the full
10 knowledge and consent of each of the Defendants. Each of the acts and/or
11 omissions complained of herein were alleged and made known to, and ratified by,
12 each of the other Defendants.

13 **FACTUAL ALLEGATIONS**

14 12. Defendant MSLO is a diversified media and merchandising
15 corporation founded by Martha Stewart, the television personality and lifestyle
16 maven. Upon information and belief, in and around February 2008 MSLO signed
17 an agreement with Emeril Lagasse, the famous celebrity chef, and his various
18 companies, including defendants Emeril's-HB and Emerils.com, assigning the
19 EMERIL™ brand to MSLO. Accordingly, MSLO, at all relevant times, was and
20 is the current owner of the EMERIL™ brand, and MSLO is responsible for and in
21 charge of the EMERIL™ brand. Since the assignment to MSLO, various
22 companies owned and/or controlled by Lagasse and/or MSLO, including without
23 limitation defendants Emeril's-HB and Emerils.com, have promoted, advertised,
24 offered for sale, and sold EMERIL™ branded products nationally through various
25 "Emeril" websites (including without limitation www.emeril.com,
26 www.emerils.com, www.emerilstore.com, www.emerilware.com (hereafter
27 collectively referred to as the "Emeril Websites")), through advertising and sales
28 on the Internet, and, possibly, by telephone and other means.

1 13. Defendant HSN is a marketing company that promotes and sells
2 products nationally, through television “infomercials” and advertising and sales on
3 the internet and by telephone. HSN claims to offer an innovative, differentiated
4 retail experience on TV, online, via mobile, and in brick-and-mortar stores in
5 Florida. Upon information and belief, HSN sells assorted products and name
6 brands, and broadcasts live 24 hours a day, seven days a week, 364 days a year,
7 reaching approximately ninety-six million (96,000,000) homes. At all relevant
8 times, HSN regularly promoted, advertised, offered for sale, and sold EMERIL™
9 brand products (which brand was and is owned by MSLO) on the HSN website,
10 through “infomercial” TV shows, by telephone, and possibly in other retail outlets.

11 14. Upon information and belief, since at least 2010 and possibly earlier,
12 Defendants individually and together have distributed, advertised, promoted,
13 offered for sale, and sold Emeril™ brand cutlery marked “SOLINGEN
14 GERMANY” that was not manufactured in Solingen, Germany, but was actually
15 made in China, i.e. the Counterfeit Knives. Upon information and belief, during
16 the relevant time period, Defendants offered and sold at least twelve different
17 types of Counterfeit Knives, where the knives each are branded with the signature
18 trademark “EMERIL™” and the words “SOLINGEN GERMANY” together on
19 one side of the blade, and the word “CHINA” on the other side of the blade. Upon
20 information and belief, the Counterfeit Knives are made in China and shipped
21 from China to the United States either directly or indirectly. Defendants have,
22 individually and/or together, distributed, promoted, advertised, offered for sale,
23 and sold the Counterfeit Knives to the consuming public, including Plaintiff and
24 the Class members, in interstate commerce.

25 15. Notwithstanding the fact that the Counterfeit Knives are marked
26 “SOLINGEN GERMANY” on one side of the product and “CHINA” on the other
27 side, Defendants represented to the public that the Counterfeit Knives were
28 certified as being made in Solingen, Germany, when in fact they were made in

1 China. Defendants falsely represented to the public that the EMERIL™ brand
2 Counterfeit Knives are made in Solingen, Germany through various means, with
3 the misrepresentations being made in advertisements, promotions, offers, and sales
4 occurring over the Internet, during nationally televised promotional shows, and
5 through telephone sales. Upon information and belief, Lagasse personally has
6 appeared on the HSN website through playable video clips and in “infomercials”
7 sponsored and produced by HSN to promote and sell products, including the
8 Counterfeit Knives, and Lagasse has personally endorsed the Counterfeit Knives
9 on the HSN web site and in nationally televised infomercials aired on HSN.

10 16. Upon information and belief, “Solingen” is a name representative of
11 the finest quality of Germany cutlery and other German products. Manufactured
12 in Solingen, Germany, cutlery sold under the name “Solingen” certifies that the
13 goods sold under that brand are of a certain origin and comply with extremely high
14 and specific standards of manufacture. The products made in Solingen are of a
15 particularly high quality with high-grade materials, made by qualified workers,
16 and known for excellence in craftsmanship. The products are renowned around the
17 world and are appreciated for their high quality. Special legislation in Germany,
18 referred to as the “Solingen Decree,” requires that goods marked with “Solingen”
19 meet strict conditions regarding materials and quality of manufacture. The
20 Solingen Certification Mark also is federally registered with the United States
21 Patent and Trademark Office, having Registration No. 0987576. The SOLINGEN
22 Certification Mark registered on the Principal Register specifies that “[t]he mark
23 certifies both regional origin and also that the goods comply with statutory quality
24 standards relating to raw materials and methods of manufacture.”

25 17. Defendants’ misrepresentations that the Counterfeit Knives were
26 made in Solingen, Germany, were designed to and did mislead consumers into
27 believing that the Counterfeit Knives were high quality German-made cutlery
28 manufactured with high-grade materials by qualified workers known for

1 excellence in craftsmanship. Upon information and belief, consumers have
2 submitted reviews and comments regarding the Counterfeit Knives wherein they,
3 like Plaintiff, state they were misled by Defendants' representations regarding the
4 place of manufacture of the Counterfeit Knives, and that the belief that the
5 Counterfeit Knives were made in Germany, not China, was a key factor in their
6 decision to make the purchase, and/or they would not have purchased the
7 Counterfeit Knives had they known the truth.

8 18. Defendants' representations, express and implied, as to quality of the
9 Counterfeit Knives also were false and deceptive. The Counterfeit Knives do not,
10 cannot, and will not perform as promised. The Counterfeit Knives actually are not
11 made of the high quality materials, nor made with the excellence of craftsmanship,
12 required of cutlery from Solingen, Germany and made in accordance with the
13 Solingen Decree and the federally registered "Solingen" mark. Indeed, Plaintiff's
14 Counterfeit Knife began to rust after only a few weeks of use and, upon
15 information and belief, other consumers who purchased the Counterfeit Knives
16 also have complained that the knives rusted easily, that the blades chipped and
17 broke easily, that the blades broke in half, and/or that the cutting edge quickly
18 dulled.

19 19. As distributors, promoters, advertisers and vendors of the Counterfeit
20 Knives, Defendants were in a superior position to know the actual place of
21 manufacture of the Counterfeit Knives, the actual quality of the materials used to
22 make the Counterfeit Knives, the actual level of craftsmanship used to make the
23 Counterfeit Knives, and whether the Counterfeit Knives would perform as
24 promised.

25 20. Specifically, Defendants knew the Counterfeit Knives were made in
26 China but nevertheless still promoted, advertised and represented that the
27 Counterfeit Knives were made in Solingen, Germany. Additionally, the
28 Defendants knew that the Counterfeit Knives were not made with the same quality

1 of materials or craftsmanship required by the Solingen Decree and the federally
2 registered "Solingen" mark, and associated with German-made cutlery.

3 21. Plaintiff and the class members relied upon Defendants'
4 misrepresentations and would not have paid as much, if at all, for the Counterfeit
5 Knives but for Defendants' misrepresentations and/or omissions.

6 **CLASS ALLEGATIONS**

7 22. Class Definition. Plaintiff purchased from Defendants a
8 counterfeit five inch "santoku" kitchen knife that Defendants represented was
9 manufactured in Solingen, Germany but that actually was manufactured in
10 China. Upon information and belief, during the class period set forth below,
11 Defendants marketed and sold in the United States at least twelve different
12 types of counterfeit knives and knife sets, all of which Defendants represented
13 were manufactured in Solingen, Germany but that actually were manufactured
14 in China. Plaintiff seeks to bring this lawsuit as a class action pursuant to
15 Federal Rule of Civil Procedure Rule 23. The class that Plaintiff seeks to
16 represent is defined as follows: "All consumers in the United States who
17 purchased from Defendants a counterfeit knife or knives that were represented
18 by Defendants as having been manufactured in Germany but that in fact were
19 manufactured in China, at any time during the period commencing on the date
20 that is four years preceding the filing of the complaint."

21 23. Ascertainable Class. The proposed class is ascertainable in that
22 class members can be identified and located using information contained in
23 Defendants' business records.

24 24. Common Questions of Fact or Law. This lawsuit is suitable for
25 class treatment because common questions of fact and law predominate over
26 individual issues. Common questions include, but are not limited to, the
27 following: (1) whether Defendants' representations as to the place of
28 manufacture of the Counterfeit Knives were false; (2) whether Defendants

1 knew that their representations as to the place of manufacture of the
2 Counterfeit Knives were false; (3) whether Defendants' representations,
3 actual or implied, as to the quality of the Counterfeit Knives were false; (4)
4 whether Defendants knew their representations, actual or implied, as to the
5 quality of the Counterfeit Knives were false; (5) whether Defendants' conduct
6 constitutes an unfair, unlawful and/or fraudulent business practice in violation
7 of California's false advertising law (Cal. Bus. & Prof. Code sections 17500,
8 et seq.); (6) whether Defendants' conduct constitutes an unfair, unlawful
9 and/or fraudulent business practice in violation of California's unfair
10 competition law (Cal. Bus. & Prof. Code sections 17200, et seq.); (7) whether
11 Defendants' conduct constitutes a violation of California's Consumer Legal
12 Remedies Act (Cal. Civil Code sections 1750, et seq.); (8) whether Plaintiff
13 and the class members are entitled to compensatory damages and, if so, the
14 nature of such damages; and (9) whether Plaintiff and the class members are
15 entitled to restitution.

16 25. Numerosity. The plaintiff class is so numerous that the
17 individual joinder of all members is impractical under the circumstances of
18 this case. While the exact number of class members is unknown to Plaintiff at
19 this time, Plaintiff alleges that the total number of Class members exceeds 100
20 and likely consists of thousands of members. The number of Class members
21 can be readily determined by review of Defendants' business records.

22 26. Typically and Adequate Representation. Plaintiff's claims are
23 typical of the claims of the class members. Plaintiff suffered a similar injury
24 as the other class members as a result of Defendants' common actions in
25 misrepresenting the place of manufacture of the knives purchased by Plaintiff
26 and the class members and further misrepresenting the quality of the knives
27 purchased by Plaintiff and the class members. In addition, Plaintiff will fairly
28

1 and adequately protect the interests of the members of the class. Plaintiff has
2 no interests that are adverse to the interests of the other class members.

3 27. Superiority. A class action is superior to other available means
4 for the fair and efficient adjudication of this controversy since individual
5 joinder of all members of the class is impractical. Class action treatment will
6 permit a large number of similarly situated persons to prosecute their common
7 claims in a single forum simultaneously, efficiently, and without the
8 unnecessary duplication of effort and expense that numerous individual
9 actions would engender. Furthermore, as the damages suffered by each
10 individual member of the class may be relatively small, the expenses and
11 burden of individual litigation would make it difficult or impossible for
12 individual members of the class to redress the wrongs done to them, while an
13 important public interest will be served by addressing the manner as a class
14 action. The cost to the court system of adjudication of such individualized
15 litigation would be substantial. Individualized litigation would also present
16 the potential for inconsistent or contradictory judgments.

17 **CLAIMS FOR RELIEF**

18 **FIRST CAUSE OF ACTION**

19 (VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW)

20 (CAL. BUS. & PROF. CODE SECTIONS 17500, et seq.)

21 28. Plaintiff incorporates by this reference the allegations contained
22 in paragraphs above as though fully set forth herein.

23 29. Plaintiff has standing to pursue this cause of action because
24 Plaintiff suffered injury in fact and lost money as a result of Defendants'
25 actions as set forth herein. Plaintiff and the other Class members suffered
26 injury in fact and lost money as a result of purchasing the falsely advertised
27 Counterfeit Knives and Defendants' unlawful, unfair, and fraudulent practices.

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1 30. Defendants engaged in false advertising as they disseminated false
2 and/or misleading advertising, marketing, and promotional representations about
3 the Counterfeit Knives including, inter alia, false representations as to their place
4 of manufacture, their quality of materials and manufacture, and their superior
5 performance.

6 31. Defendants knew or, in the exercise of reasonable care, should have
7 known their representations regarding the Counterfeit Knives were false and/or
8 misleading. During the Class Period, Defendants engaged in false advertising in
9 violation of Cal. Bus. & Prof. Code sections 17500, et seq., by misrepresenting in
10 their labeling, advertising and marketing to Plaintiff and the Class and the
11 consuming public that the Counterfeit Knives were manufactured in Germany,
12 were of the high quality materials and craftsmanship expected of German-made
13 cutlery, and would perform as such.

14 32. By disseminating and publishing these statements in connection with
15 the sale of the Counterfeit Knives, Defendants engaged in false advertising in
16 violation of Cal. Bus. & Prof. Code sections 17500, et seq.

17 33. As a direct and proximate result of Defendants' conduct as set forth
18 herein, Defendants have received ill-gotten gains and/or profits, including but not
19 limited to money. Therefore, Defendants have been unjustly enriched. Pursuant
20 to Cal. Bus. & Prof. Code section 17535, Plaintiff requests restitution and
21 restitutionary disgorgement for all sums obtained by Defendants in violation of
22 Cal. Bus. & Prof. Code Sections 17500, et seq. Plaintiff seeks restitution, and
23 restitutionary disgorgement of Defendants' ill-gotten gains as specifically
24 provided in Cal. Bus. & Prof. Code Section 17535, along with prejudgment
25 interest, costs, and attorney's fees as permitted by law.

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SECOND CAUSE OF ACTION

(VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW)

(CAL. BUS. & PROF. CODE SECTIONS 17200, et seq.)

34. Plaintiff incorporates by this reference the allegations contained in paragraphs above as though fully set forth herein.

35. Plaintiff has standing to pursue this cause of action because Plaintiff has suffered injury in fact and has lost money as a result of Defendants' actions as set forth herein. Specifically, Plaintiff purchased a Counterfeit Knife in reliance upon Defendants' representations as to its place of manufacture, its quality of materials and manufacture, and its superior performance. Plaintiff and the Class members have suffered injury in fact and lost money as a result of purchasing the falsely advertised Counterfeit Knives and Defendants' unlawful, unfair, and fraudulent practices.

36. Defendants' actions as alleged herein constitute unfair and/or deceptive business practices with the meaning of Cal. Bus. & Prof. Code Sections 17200, et seq., the California Unfair Competition Law (hereafter "UCL"), in that Defendants' actions as alleged herein are unfair, unlawful, and fraudulent, and because Defendants have made unfair, deceptive, untrue, and/or misleading statements in advertising media, including the Internet, within the meaning of the UCL.

37. Defendants knew or, in the exercise of reasonable care, should have known that their representations and omissions were false and/or misleading. During the Class Period, Defendants engaged in unfair, unlawful and/or deceptive business practices by misrepresenting in their labeling, advertising and marketing to Plaintiff and the Class and the consuming public that the Counterfeit Knives were manufactured in Germany, were of the high quality materials and craftsmanship expected of German-made cutlery, and would perform as such.

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1 38. As a result of their deception, Defendants have been able to reap
2 unjust revenue and profit.

3 39. Defendants' business practices, as alleged herein, are "unfair"
4 because they offend established public policy and/or are immoral, unethical,
5 oppressive, unscrupulous, and/or substantially injurious to consumers in that
6 consumers are misled by the claims made with respect to the Counterfeit Knives as
7 set forth herein. Plaintiff alleges violations of California's consumer protection
8 and unfair competition laws resulting in harm to consumers. Plaintiff also asserts
9 violations of public policies against engaging in unfair competition, and deceptive
10 conduct towards consumers. There were reasonably available alternatives to
11 further Defendants' legitimate business interests other than Defendants' wrongful
12 conduct described herein.

13 40. Defendants' above-described wrongful acts and practices also
14 constitute "unlawful" business acts and practices in violation of California's fraud
15 and deceit statutes, Cal. Civil Code Sections 1572-73, 1709 and 1711, Cal. Bus. &
16 Prof. Code Sections 17200, et seq., and 17500, et seq., and the common law,
17 including breach of express warranty. Plaintiff and the Class members reserve the
18 right to allege other violations of law committed by Defendants constituting
19 unlawful business acts or practices in violation of Cal. Bus. & Prof. Code sections
20 17200, et seq.

21 41. Defendants' business practices alleged herein constitute "fraudulent
22 business acts or practices" because, inter alia, their representations and omissions
23 of material facts were likely to, and did, deceive consumers including Plaintiff and
24 the Class members into believing that the Counterfeit Knives have characteristics,
25 materials, and benefits they do not have.

26 42. Defendants' wrongful business practices constituted a continuing
27 course of conduct of unfair competition since Defendant promoted, advertised and
28 sold their Counterfeit Knives in a manner likely to deceive the public.

1 43. As a direct and proximate result of Defendants' wrongful business
2 practices in violation of Cal. Bus. & Prof. Code Sections 17200, et seq., Plaintiff
3 and the Class Members suffered economic injury by losing money as a result of
4 purchasing the Counterfeit Knives. Plaintiff and the Class members would not
5 have purchased the Counterfeit Knives, or would have paid less for them, had they
6 known the Counterfeit Knives were not as represented.

7 44. Pursuant to Cal. Bus. & Prof. Code Section 17203, Plaintiff and the
8 Class seek an order requiring Defendants to make full restitution of all moneys
9 wrongfully obtained from Plaintiff and the Class, as well as prejudgment interest,
10 costs and attorney's fees as permitted by law.

11 **THIRD CAUSE OF ACTION**

12 (VIOLATION OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT)

13 (CAL. CIV. CODE SECTIONS 1750, et seq.)

14 45. Plaintiff incorporates by this reference the allegations contained
15 in paragraphs above as though fully set forth herein.

16 46. Plaintiff has standing to pursue this cause of action because Plaintiff
17 has suffered injury in fact and has lost money as a result of Defendants' actions as
18 set forth herein. Specifically, Plaintiff and the Class purchased Counterfeit Knives
19 in reliance upon Defendants' representations as to their place of manufacture, their
20 quality of materials and manufacture, and their superior performance.

21 47. Defendants engaged in business practices in violation of California
22 Civil Code Sections 1750, et seq., the California Consumers Legal Remedies Act
23 (hereafter the "CLRA") by making false representations as to the Counterfeit
24 Knives' place of manufacture, their quality of materials and manufacture, and their
25 superior performance.

26 48. Defendants engaged in deceptive acts or practices intended to result
27 in the sale of Counterfeit Knives in violation of Cal. Civil Code Section 1770. As
28 described herein, Defendants knew or should have known that their

1 misrepresentations of fact concerning the place of manufacture, quality of
2 manufacture, and performance of the Counterfeit Knives were material and likely
3 to mislead the public, and that the omissions were of material fact Defendants
4 were obligated to disclose. Defendants affirmatively misrepresented that the
5 Counterfeit Knives were manufactured in Solingen, Germany and not China, and
6 made further affirmative and implied representations that the Counterfeit Knives
7 had quality and performance they do not have.

8 49. Defendants' conduct as alleged herein violated the CLRA including,
9 but not limited to, the following provisions: (1) misrepresenting the source,
10 sponsorship, approval, or certification of goods or services in violation of Cal.
11 Civil Code Section 1770(a)(2); (2) using deceptive representations or designations
12 of geographic origin in connection with goods or services in violation of Cal. Civil
13 Code Section 1770(a)(4); (3) representing that goods or services have sponsorship,
14 approval, characteristics, ingredients, uses, benefits, or quantities they do not have
15 in violation of Cal. Civil Code Section 1770(a)(5); (4) representing that goods or
16 services are of a particular standard, quality, or grade . . . if they are of another in
17 violation of Cal. Civil Code Section 1770(a)(7); (5) advertising goods or services
18 with the intent not to sell them as advertised in violation of Cal. Civil Code
19 Section 1770(a)(9); and (6) representing that the subject of a transaction has been
20 supplied in accordance with a previous representation when it has not in violation
21 of Cal. Civil Code Section 1770(a)(16). As a direct and proximate result of
22 Defendants' conduct, as set forth herein, Defendant has received ill-gotten gains
23 and/or profits including, but not limited to, money. Therefore, Defendants have
24 been unjustly enriched.

25 50. On behalf of the Plaintiff and all others similarly situated, Plaintiff's
26 counsel mailed to all Defendants, via certified mail, return receipt requested, the
27 written notice of the violations set forth herein as required by Cal. Civil Code Section
28 1782(a). Copies of these letters are attached hereto as *Exhibits A* through *D*.

51. Defendants have failed to provide complete and appropriate relief to Plaintiff and all others similarly situated for Defendants' violations of the CLRA. Accordingly, pursuant to Cal. Civ. Code Section 1780, Plaintiff and the Class Members are entitled to recover actual damages, punitive damages, costs of litigation, attorneys' fees, and such other relief as the court deems proper.

52. The declaration of venue required by Cal. Civil Code Section 1780(d) is filed herewith and is attached hereto as Exhibit E.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class members request that the Court enter an order or judgment against Defendants as follows:

1. For an Order certifying the Class, appointing Plaintiff and his counsel to represent the Class, and for notice to the Class to be paid for by Defendants;
2. For damages suffered by Plaintiff and the Class members;
3. For restitution to Plaintiff and the Class members of all monies wrongfully obtained by Defendants;
4. For both prejudgment and postjudgment interest at the maximum rate permitted by law on any amounts awarded;
5. For costs of suit;
6. For reasonable attorneys' fees as allowed by law; and
7. For such other and further relief as the Court may deem just and proper.

Dated: March 5, 2014

LAW OFFICES OF FARRAH MIRABEL


Farrah Mirabel, Esq.

ATTORNEYS FOR PLAINTIFF ALLEN
MOSHIRI

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable.

Dated: March 5, 2014

LAW OFFICES OF FARRAH MIRABEL



Farrah Mirabel, Esq.
ATTORNEYS FOR PLAINTIFF ALLEN
MOSHIRI

Exhibit A
To Class Action Complaint

**NOTICE OF VIOLATION OF
CONSUMER LEGAL REMEDIES ACT ("CLRA")**

VIA CERTIFIED MAIL

Return Receipt Requested

ALLEN MOSHIRI
1070 Stradella Road
Los Angeles, CA 90077
Phone: (310) 699-7957

December 6, 2012

HSNi, LLC, a limited liability company
d/b/a Home Shopping Network ("HSN")
1 HSN Drive
St. Petersburg, Florida

RE: Purchase of Emeril "Santuku" Knife

Violation of Consumer Legal Remedies Act

Dear SED International Holdings, Inc.:

PLEASE TAKE NOTICE that this letter constitutes notice under the California Consumer Legal Remedies Act, ("CLRA") California Civil Code Section 1750, et seq., (the "ACT") – pursuant specifically to Civil Code Section 1782 – notifying you of violations of the Act and of my demand that you remedy such violation within 30 days from your receipt of this letter.

On or about July 8, 2012, I purchased a 5-inch Santuku Knife with a knife sharpener under the brand name Emeril Santuku Knife from the Home Shopping Network. I purchased the knife after learning it was (supposedly) a Solingen knife, which is known for its high quality and durability.

After receiving the knife in the mail, I used it for a short while and found it to be very poor quality. Furthermore, it did not function as marketed and/or otherwise advertised under the "Emeril" label or brand. In fact, the bottom of my email receipt (attached to this letter) stated as follows with regard to the intended quality of both the knife and the Emeril label:

"What do you get when you combine the spice of legendary chef Emeril Lagasse with the expertise of culinary industry leaders? You get a recipe for gourmet cookware, appliances, cutlery and dinnerware that will kick up your kitchen a notch or two. As passionate about cooking as you are, Emeril brings quality and style to every piece he designs."

This is not the case as the knife does not function with superior quality. The blade is dull and is not sharp. It rusted after two weeks. It does not sharpen using its own sharpener. It is lightweight, which gives less control to the user.

Moreover, had I known the knife was not actually a Solingen knife, I would not have purchased it. I later learned that the knife was made in China.

Please be advised that the alleged deceptive acts or practices in violation of the CLRA include, but are not necessarily limited to your actions - - or inactions - - as indicated above and also in representing that the Emeril Santuku Knife has characteristics, uses, and benefits which it does not have and also that it is of a high quality which it is not.

Based upon the above, demand is hereby made that you refund the \$21.44 charge incurred by me for purchase of the Emeril Santuku Knife, as well as to all others who similarly purchased a Emeril Santuku Knife, either on HSN or other retail outlet.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies, which are available for a violation of the Consumer Legal Remedies Act.

- (1) The actual damages suffered by me;
- (2) The actual damages suffered by other consumers similarly situated, including others who purchased an Emeril Santuku Knife and/or other potential class members;
- (3) An order enjoining you for such methods, act or practices;
- (4) Punitive Damages;
- (5) Any other relief which the court deems proper; and
- (6) Court costs and attorneys' fees for myself and all other consumers, users of your services and/or potential class members.

This letter will constitute FURTHER NOTICE that the actions as set forth above also constitute violations of California's Business and Professions Code

Sections 17200 and 17500 (Unfair Business Practices and False Advertising) as unfair business acts and practices.

I look forward to receiving my refund. Thank you for your time and consideration in this matter.

Sincerely,

Allen Moshiri
ALLEN MOSHIRI

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>HSNI, LLC DBA HOME SHOPPING NETWORK 1 HSN DRIVE ST PETERSBURG, FL 33729</p>		<p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>12-17</i></p>	
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2011</p>			

Exhibit B
To Class Action Complaint

**NOTICE OF VIOLATION OF
CONSUMER LEGAL REMEDIES ACT ("CLRA")**

VIA CERTIFIED MAIL

Return Receipt Requested

ALLEN MOSHIRI
1070 Stradella Road
Los Angeles, CA 90077
Phone: (310) 699-7957

December 6, 2012

Martha Stewart
c/o Martha Stewart Living Omnimedia, Inc.
20 West 43rd Street
New York, NY10036-7400

RE: Purchase of Emeril "Santuku" Knife

Violation of Consumer Legal Remedies Act

Dear Ms. Stewart:

PLEASE TAKE NOTICE that this letter constitutes notice under the California Consumer Legal Remedies Act, ("CLRA") California Civil Code Section 1750, et seq., (the "ACT") -- pursuant specifically to Civil Code Section 1782 -- notifying you of violations of the Act and of my demand that you remedy such violation within 30 days from your receipt of this letter.

On or about July 8, 2012, I purchased a 5-inch Santuku Knife with a knife sharpener under the brand name Emeril Santuku Knife from the Home Shopping Network. I purchased the knife after learning it was (supposedly) a Solingen knife, which is known for its high quality and durability.

After receiving the knife in the mail, I used it for a short while and found it to be very poor quality. Furthermore, it did not function as marketed and/or otherwise advertised under the "Emeril" label or brand. In fact, the bottom of my email receipt (attached to this letter) stated as follows with regard to the intended quality of both the knife and the Emeril label:

"What do you get when you combine the spice of legendary chef Emeril Lagasse with the expertise of culinary industry leaders? You get a recipe for gourmet cookware, appliances, cutlery and dinnerware that will kick up your kitchen a notch or two. As passionate about cooking as you are, Emeril brings quality and style to every piece he designs."

This is not the case as the knife does not function with superior quality. The blade is dull and is not sharp. It rusted after two weeks. It does not sharpen using its own sharpener. It is lightweight, which gives less control to the user.

Moreover, had I known the knife was not actually a Solingen knife, I would not have purchased it. I later learned that the knife was made in China.

Please be advised that the alleged deceptive acts or practices in violation of the CLRA include, but are not necessarily limited to your actions - - or inactions - - as indicated above and also in representing that the Emeril Santuku Knife has characteristics, uses, and benefits which it does not have and also that it is of a high quality which it is not.

Based upon the above, demand is hereby made that you refund the \$21.44 charge incurred by me for purchase of the Emeril Santuku Knife, as well as to all others who similarly purchased a Emeril Santuku Knife, either on HSN or other retail outlet.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies, which are available for a violation of the Consumer Legal Remedies Act.

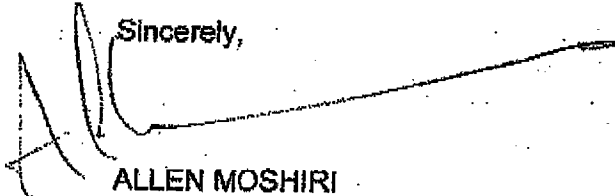
- (1) The actual damages suffered by me;
- (2) The actual damages suffered by other consumers similarly situated, including others who purchased an Emeril Santuku Knife and/or other potential class members;
- (3) An order enjoining you for such methods, act or practices;
- (4) Punitive Damages;
- (5) Any other relief which the court deems proper; and
- (6) Court costs and attorneys' fees for myself and all other consumers, users of your services and/or potential class members.

This letter will constitute FURTHER NOTICE that the actions as set forth above also constitute violations of California's Business and Professions Code

Sections 17200 and 17500 (Unfair Business Practices and False Advertising) as unfair business acts and practices.

I look forward to receiving my refund. Thank you for your time and consideration in this matter.

Sincerely,


ALLEN MOSHIRI



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p>		<p>B. Received by (Printed Name) </p> <p>C. Date of Delivery JAN 03 2013</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>Martha Stewart THE CORPORATION TRUST COMPANY CORPORATION TRUST CENTER 1209 ORANGE ST WILMINGTON, DE 19801</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p>	
<p>PS Form 3811, February 2004</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7012 0420 0000 3101 8684</p>		<p>Domestic Return Receipt</p>	

Exhibit C
To Class Action Complaint

**NOTICE OF VIOLATION OF
CONSUMER LEGAL REMEDIES ACT ("CLRA")**

VIA CERTIFIED MAIL

Return Receipt Requested

ALLEN MOSHIRI
1070 Stradella Road
Los Angeles, CA 90077
Phone: (310) 699-7957

December 6, 2012

Martha Stewart Living Omnimedia, Inc.
20 West 43rd Street
New York, NY10036-7400

RE: Purchase of Emeril "Santuku" Knife

Violation of Consumer Legal Remedies Act

Dear Martha Stewart Living Omnimedia, Inc.:

PLEASE TAKE NOTICE that this letter constitutes notice under the California Consumer Legal Remedies Act, ("CLRA") California Civil Code Section 1750, et seq., (the "ACT") -- pursuant specifically to Civil Code Section 1782 -- notifying you of violations of the Act and of my demand that you remedy such violation within 30 days from your receipt of this letter.

On or about July 8, 2012, I purchased a 5-inch Santuku Knife with a knife sharpener under the brand name Emeril Santuku Knife from the Home Shopping Network. I purchased the knife after learning it was (supposedly) a Solingen knife, which is known for its high quality and durability.

After receiving the knife in the mail, I used it for a short while and found it to be very poor quality. Furthermore, it did not function as marketed and/or otherwise advertised under the "Emeril" label or brand. In fact, the bottom of my email receipt (attached to this letter) stated as follows with regard to the intended quality of both the knife and the Emeril label:

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This is not the case as the knife does not function with superior quality. The blade is dull and is not sharp. It rusted after two weeks. It does not sharpen using its own sharpener. It is lightweight, which gives less control to the user.

Moreover, had I known the knife was not actually a Solingen knife, I would not have purchased it. I later learned that the knife was made in China.

Please be advised that the alleged deceptive acts or practices in violation of the CLRA include, but are not necessarily limited to your actions -- or inactions -- as indicated above and also in representing that the Emeril Santuku Knife has characteristics, uses, and benefits which it does not have and also that it is of a high quality which it is not.

Based upon the above, demand is hereby made that you refund the \$21.44 charge incurred by me for purchase of the Emeril Santuku Knife, as well as to all others who similarly purchased a Emeril Santuku Knife, either on HSN or other retail outlet.

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- (3) An order enjoining you for such methods, act or practices;
- (4) Punitive Damages;
- (5) Any other relief which the court deems proper; and
- (6) Court costs and attorneys' fees for myself and all other consumers, users of your services and/or potential class members.

This letter will constitute FURTHER NOTICE that the actions as set forth above also constitute violations of California's Business and Professions Code

<p>E THIS SECTION</p> <p>Item 4 If Restricted Delivery is desired.</p> <ul style="list-style-type: none"> Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature _____</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery JAN 03 2013</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Stewart Living Omnimedia, Inc. CORPORATION TRUST COMPANY CORPORATION TRUST CENTER 1209 ORANGE ST WILMINGTON, DE 19801</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
		<p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>	

Exhibit D

To Class Action Complaint

**NOTICE OF VIOLATION OF
CONSUMER LEGAL REMEDIES ACT ("CLRA")**

VIA CERTIFIED MAIL

Return Receipt Requested

ALLEN MOSHIRI
1070 Stradella Road
Los Angeles, CA 90077
Phone: (310) 699-7957

December 6, 2012

Emeril Lagasse
829 St. Charles Ave.
New Orleans, Louisiana 7013

RE: Purchase of Emeril "Santuku" Knife

Violation of Consumer Legal Remedies Act

Dear Mr. Lagasse:

PLEASE TAKE NOTICE that this letter constitutes notice under the California Consumer Legal Remedies Act, ("CLRA") California Civil Code Section 1750, et seq., (the "ACT") -- pursuant specifically to Civil Code Section 1782 -- notifying you of violations of the Act and of my demand that you remedy such violation within 30 days from your receipt of this letter.

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- (4) Punitive Damages;
- (5) Any other relief which the court deems proper; and
- (6) Court costs and attorneys' fees for myself and all other consumers, users of your services and/or potential class members.

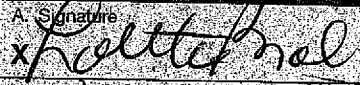

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Sections 17200 and 17500 (Unfair Business Practices and False Advertising) as unfair business acts and practices.

I look forward to receiving my refund. Thank you for your time and consideration in this matter.

Sincerely,

ALLEN MOSHIRI

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Emeil Lagasse 829 St. Charles Ave New Orleans, LA 70130</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

7012 0470 0000 3096 1806

102595-02-M-1540

Exhibit E
To Class Action Complaint

1 I, Allen Moshiri, hereby declare as follows:

2 1. I am the plaintiff in this action, and I am a citizen and resident of
3 California. If called as a witness, I would and could competently testify as to
4 within facts.

5 2. The complaint in this action, filed concurrently herewith, is filed in a
6 proper place for trial under Cal. Civil Code Section 1780(d) in that San Francisco
7 County is a county in which Defendants are doing business and/or in which a
8 substantial part of the transactions at issue occurred.

9 I declare under penalty of perjury under the laws of the State of California
10 that the foregoing is true and correct.

11
12 Dated: February 28, 2014

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14 Allen Moshiri
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ALLEN MOSHIRI, individually, and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff San Francisco
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Farrah Mirabel (SBN 162933) LAW OFFICES OF FARRAH MIRABEL
4590 MacArthur Blvd., Suite 280, Newport Beach, CA 92660
Tel. (949) 752-0707

DEFENDANTS

HSNI, LLC, dba Home Shopping Network, a Delaware Limited Liability Company; et al.

County of Residence of First Listed Defendant Pinellas County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

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

IV. NATURE OF SUIT (Place an "X" in One Box Only)

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

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1332(a)

Brief description of cause:

Defendants' fraud in selling products through misrepresentations & omissions as to the place of origin & quality.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
5,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/05/2014

SIGNATURE OF ATTORNEY OF RECORD

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)



SAN FRANCISCO/OAKLAND



SAN JOSE



EUREKA