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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FRANCISCO, CA

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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
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14 ASHLEY MELVIN and TALINE
KESHISHIAN, on behalf of
15 themselves and all others similarly
situated,
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Plaintiffs,
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v.
18 BLUE DIAMOND GROWERS, and
19 DOES 1 through 10, inclusive,
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Defendants.

Case No.: **SACV13-01746 AG (ANx)**

COMPLAINT
CLASS ACTION

[Violations of California's Unfair
Competition Law, California Business &
Professions Code § 17200 *et seq.*,
California's False Advertising Law,
California Business & Professions Code
§ 17500 *et seq.*, and California's
Consumers Legal Remedies Act,
California Civil Code § 1750 *et seq.*]

DEMAND FOR JURY TRIAL

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25 Plaintiffs, by their counsel of record, bring this action on their own behalf and
26 on behalf of all others similarly situated, and allege the following upon personal
27 knowledge, or where there is not personal knowledge, upon information and belief:
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INTRODUCTION

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2 1. Food and beverage manufacturers have sought to capitalize on the fast-
3 growing market for natural products, which is now a multi-billion dollar industry.

4 2. Unfortunately, not all manufacturers truthfully represent their products.

5 3. Instead, some manufactures seek to capture a share of the market by
6 touting their products as "All Natural" when in fact that is not true.

7 4. Defendant BLUE DIAMOND GROWERS ("Blue Diamond") is an
8 example of a manufacturer who has sought to exploit the market for natural products
9 by representing that its products are "All Natural."

10 5. Blue Diamond manufactures several food products, including a line of
11 "Almondmilk" products which include the Almond Breeze Almondmilk Chocolate
12 (refrigerated), Almond Breeze Almondmilk Vanilla Unsweetened (refrigerated), and
13 Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut Unsweetened
14 (shelf stable) products. Blue Diamond prominently and repeatedly labels these
15 products as "All Natural" when in fact they contain artificial ingredients. Moreover,
16 Blue Diamond claims that some of its products contain "Evaporated Cane Juice"
17 when in fact its products do not contain any such juice and instead contain sugars or
18 syrups.

19 6. This lawsuit seeks redress on behalf of a nationwide class of consumers
20 who purchased Blue Diamond Products which claimed to be "All Natural" and/or
21 claimed to contain "Evaporated Cane Juice."

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23 **JURISDICTION AND VENUE**

24 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §
25 1332(d)(2), because the proposed class has more than 100 class members, the
26 proposed class contains at least one class member who is a citizen of a State
27 different from any defendant, and the matter in controversy exceeds the sum of
28 \$5,000,000.

1 or partnership relationship and or each of the Defendants ratified and or authorized
2 the conduct of each of the other Defendants.

3 14. Plaintiffs do not know the true names and capacities of defendants sued
4 herein as DOES 1 through 10, inclusive, and therefore sue these defendants by such
5 fictitious names. Plaintiffs are informed and believe that each of the DOE
6 defendants was in some manner legally responsible for the wrongful and unlawful
7 conduct and harm alleged herein. Plaintiffs will amend this Complaint to set forth
8 the true names and capacities of these defendants when they have been ascertained,
9 along with appropriate charging allegations.

10 15. Defendant BLUE DIAMOND GROWERS and DOES 1 through 10 are
11 collectively referred to as Defendants.

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13 **FACTUAL ALLEGATIONS CONCERNING**
14 **BLUE DIAMOND PRODUCTS**

15 16. Within the last four years, Plaintiff Ashley Melvin purchased some of
16 Defendants' Blue Diamond Products¹, including the Almond Breeze Almondmilk
17 Chocolate (refrigerated) and Almond Breeze Almondmilk Vanilla Unsweetened
18 (refrigerated) products.

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27 ¹ The phrase "Blue Diamond Products" as used in this Complaint includes the
28 Almond Breeze Almondmilk Chocolate (refrigerated), Almond Breeze Almondmilk
Vanilla Unsweetened (refrigerated), and Almond Breeze Almondmilk Coconutmilk
Blend Almond Coconut Unsweetened (shelf stable) products and the Substantially
Similar Products described in paragraphs 59 through 61, below.

1 17. The Almond Breeze Almondmilk Chocolate (refrigerated) product
2 purchased by Plaintiff Ashley Melvin has the following labels:
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1 18. The label of the Almond Breeze Almondmilk Chocolate (refrigerated)
2 product includes the following representations on the product's package:

3 **"ALL NATURAL"** (front of package)

4 **"ALL NATURAL"** (back of package)

5 **"All Natural with Added Vitamins & Minerals."**

6 **"Almond Breeze® Almondmilk is an all natural, great tasting, non-dairy**
7 **beverage."**

8 19. The ingredients on the side label of the Almond Breeze Almondmilk
9 Chocolate (refrigerated) product's package states as follows:

10 **"INGREDIENTS:** ALMONDMILK (FILTERED WATER,
11 ALMONDS), EVAPORATED CANE JUICE, COCOA (DUTCH
12 PROCESS), CALCIUM CARBONATE, SEA SALT, POTASSIUM
13 CITRATE, CARRAGEENAN, NATURAL FLAVORS,
14 SUNFLOWER LECITHIN, VITAMIN A PALMITATE, VITAMIN
D2 AND D-ALPHA-TOCOPHEROL (NATURAL VITAMIN E)."

15 20. Defendants unlawfully misbranded and falsely, misleadingly and
16 deceptively represented the Almond Breeze Almondmilk Chocolate (refrigerated)
17 product as "All Natural" despite that it contains non-natural ingredients, including
18 the following artificial or synthetic ingredients: Cocoa (Dutch process), Potassium
19 Citrate, Vitamin A Palmitate, Vitamin D2 and D-Alpha-Tocopherol.²

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28 ² Plaintiffs reserve the right to amend these allegations if additional investigation or discovery reveals other non-natural ingredients.

1 21. The Almond Breeze Almondmilk Vanilla Unsweetened (refrigerated)
2 product purchased by Plaintiff Ashley Melvin has the following labels:



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1 22. The label of the Almond Breeze Almondmilk Vanilla Unsweetened
2 (refrigerated) product includes the following representations on the product's
3 package:

4 **"ALL NATURAL"** (front of package)

5 **"ALL NATURAL"** (back of package)

6 **"All Natural with Added Vitamins & Minerals."**

7 **"Almond Breeze® Almondmilk is an all natural, great tasting, non-dairy
8 beverage."**

9 23. The ingredients on the side label of the Almond Breeze Almondmilk
10 Vanilla Unsweetened (refrigerated) product's package states as follows:

11 **"INGREDIENTS:** ALMONDMILK (FILTERED WATER,
12 ALMONDS), CALCIUM CARBONATE, NATURAL VANILLA
13 FLAVOR WITH OTHER NATURAL FLAVORS, SEA SALT,
14 POTASSIUM CITRATE, CARRAGEENAN, SUNFLOWER
15 LECITHIN, VITAMIN A PALMITATE, VITAMIN D2 AND D-
16 ALPHA-TOCOPHEROL (NATURAL VITAMIN E)."

17 24. Defendants unlawfully misbranded and falsely, misleadingly and
18 deceptively represented the Almond Breeze Almondmilk Vanilla Unsweetened
19 (refrigerated) product as "All Natural" despite that it contains non-natural
20 ingredients, including the following artificial or synthetic ingredients: Potassium
21 Citrate, Vitamin A Palmitate, Vitamin D2 and D-Alpha-Tocopherol.³

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28 ³ Plaintiffs reserve the right to amend these allegations if additional investigation or discovery reveals other non-natural ingredients.

1 25. Within the last four years, Plaintiff Taline Keshishian purchased some
2 of Defendants' Blue Diamond Products, including the Almond Breeze Almondmilk
3 Coconutmilk Blend Almond Coconut Unsweetened (shelf stable) product.

4 26. The Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut
5 Unsweetened (shelf stable) product purchased by Plaintiff Taline Keshishian has the
6 following labels:



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27. The label of the Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut Unsweetened (shelf stable) product includes the following representations on the product's package:

"ALL NATURAL" (front of package)

"ALL NATURAL" (back of package)

"All Natural with Added Vitamins & Minerals."

1 28. The ingredients on the side label of the Almond Breeze Almondmilk
2 Coconutmilk Blend Almond Coconut Unsweetened (shelf stable) product's package
3 states as follows:

4 **"INGREDIENTS:** ALMONDMILK (FILTERED WATER,
5 ALMONDS), COCONUTMILK (FILTERED WATER, COCONUT
6 CREAM [COCONUT EXTRACT, WATER, XANTHAN GUM,
7 CARRAGEENAN, GUAR GUM]), CALCIUM CARBONATE,
8 TAPIOCA STARCH, NATURAL FLAVORS, POTASSIUM
9 CITRATE, SEA SALT, CARRAGEENAN, SUNFLOWER
10 LECITHIN, VITAMIN A PALMITATE, VITAMIN D2 AND D-
11 ALPHA-TOCOPHEROL (NATURAL VITAMIN E)."

12 29. Defendants unlawfully misbranded and falsely, misleadingly and
13 deceptively represented the Almond Breeze Almondmilk Coconutmilk Blend
14 Almond Coconut Unsweetened (shelf stable) product as "All Natural" despite that it
15 contains non-natural ingredients, including the following artificial or synthetic
16 ingredients: Xanthan Gum, Potassium Citrate, Vitamin A Palmitate, Vitamin D2 and
17 D-Alpha-Tocopherol.⁴

18 30. The size and placement of ingredients, which appear in smaller print
19 and on the side of each of the Blue Diamond Products' packaging, are in stark
20 contrast to the conspicuous "All Natural" representations, which appear in larger
21 print and in more prominent locations on the packaging.

22 31. Reasonable consumers, including Plaintiffs, do not have the specialized
23 knowledge necessary to identify ingredients in Blue Diamond Products as being
24 inconsistent with the "All Natural" and "Juice" claims.

25 32. A claim that a product is "all natural" is material to a reasonable
26 consumer.

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28 ⁴ Plaintiffs reserve the right to amend these allegations if additional investigation or discovery reveals other non-natural ingredients.

1 33. A reasonable consumer would expect that a product labeled as "All
2 Natural" does not contain any artificial, synthetic or extensively processed
3 ingredients.

4 34. This expectation of a reasonable consumer is consistent with the
5 common use of the word "natural" as well as with the views of the federal
6 government and its agencies.

7 35. The Food and Drug Administration ("FDA") has repeatedly stated its
8 policy to restrict the use of the term "natural" in connection with added color,
9 synthetic substances and flavors addressed in 21 C.F.R. § 101.22.

10 36. 21 C.F.R. § 101.22 distinguishes between artificial versus natural
11 foods, spices, flavorings, colorings, and preservatives on food labels. Any coloring
12 or preservative can preclude the use of the term "natural" even if the coloring or
13 preservative is derived from natural sources.

14 37. The Food and Drug Administration ("FDA") has repeatedly affirmed its
15 policy through guidelines that define the appropriate boundaries for using the term
16 "natural." According to the FDA:

17 "The agency will maintain its current policy ... not to restrict the use
18 of the term 'natural' except for added color, synthetic substances, and
19 flavors as provided in § 101.22. Additionally, the agency will
20 maintain its policy ... regarding the use of 'natural' as meaning that
21 nothing artificial or synthetic (including all color additives regardless
22 of source) has been included in, or has been added to, a food that
23 would not normally be expected to be in the food. Further ... the
24 agency will continue to distinguish between natural and artificial
25 flavors as outlined in § 101.22." 58 Federal Register 2302, 2407 (Jan.
26 6, 1993).

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1 38. The FDA Compliance Policy Guide Sec. 587.100 further provides that:
2 "The use of the words 'food color added,' 'natural color,' or similar
3 words containing the term 'food' or 'natural' may be erroneously
4 interpreted to mean the color is a naturally occurring constituent in the
5 food. Since all added colors result in an artificially colored food, we
6 would object to the declaration of any added color as 'food' or
7 'natural.'"

8 39. Additionally, some of Defendants' Blue Diamond Products contain
9 ingredients from otherwise natural sources that have been extensively processed. As
10 an example, "Evaporated Cane Juice" is the end product of sugar cane being
11 extensively processed. Some manufacturers of so-called "Evaporated Cane Juice"
12 add synthetic substances such as Phosphoric Acid and/or Calcium Hydroxide to
13 extract cane syrup prior to evaporation. Phosphoric Acid and Calcium Hydroxide
14 are both synthetic ingredients.

15 40. Moreover, Defendants' Blue Diamond Products which claim to contain
16 "Evaporated Cane Juice" are misbranded, as well as false and misleading, because
17 they do not actually contain "Juice" but instead contain sugar or syrup derived from
18 sugar.

19 41. 21 C.F.R. § 120.1 defines "juice" as "the aqueous liquid expressed or
20 extracted from one or more fruits or vegetables...."

21 42. 21 C.F.R. § 168.130, requires that "the liquid food derived ... of the
22 juice of sugarcane ... or by solution in water of sugarcane concentrate made from
23 such juice" shall go by the name "cane sirup" or "sugar cane sirup." Alternatively,
24 the word "sirup" may be spelled "syrup." *Ibid.*

25 43. Federal regulations instruct that ingredients must be described by their
26 common or usual names, 21 C.F.R. § 101.4(a)(1), and not by a name that is
27 "confusingly similar to the name of any other food that is not reasonably
28 encompassed within the same name," 21 C.F.R. § 102.5(a), (d).

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1 44. The FDA has indicated that the use of the term "cane juice" is false and
2 misleading, since it is not actually "juice" but sugar or syrup derived from sugar.
3 See FDA Guidance for Industry: Ingredients Declared as Evaporated Cane Juice;
4 Draft Guidance, October 2009.

5 45. In its guidance to the food industry, the FDA explained, among other
6 things, as follows:

7 "[T]he term 'evaporated cane juice' has started to appear as an
8 ingredient on food labels, most commonly to declare the presence of
9 sweeteners derived from sugar cane syrup. However, FDA's current
10 policy is that sweeteners derived from sugar cane syrup should not be
11 declared as 'evaporated cane juice' because that term falsely suggests
12 that the sweeteners are juice [].

13 'Juice' is defined by 21 CFR 120.1(a) as 'the aqueous liquid
14 expressed or extracted from one or more fruits or vegetables, purees
15 of the edible portions of one or more fruits or vegetables, or any
16 concentrates of such liquid or puree....'

17 As provided in 21 CFR 101.4(a)(1), 'Ingredients required to be
18 declared on the label or labeling of a food ... shall be listed by
19 common or usual name....' The common or usual name for an
20 ingredient is the name established by common usage or by regulation
21 (21 CFR 102.5(d)). The common or usual name must accurately
22 describe the basic nature of the food or its characterizing properties or
23 ingredients, and may not be 'confusingly similar to the name of any
24 other food that is not reasonably encompassed within the same name'
25 (21 CFR 102.5(a)).

26 Sugar cane products exist in many different forms, ranging from
27 raw sugars and syrups to refined sugar and molasses. These products
28 are differentiated by their moisture, molasses, and sucrose content as
well as by crystal size and any special treatments (e.g., treatment with
sulfur). Sugar cane products with common or usual names defined by
regulation are sugar (21 CFR 101.4(b)(20)) and cane sirup
(alternatively spelled 'syrup') (21 CFR 168.130). Other sugar cane
products have common or usual names established by common usage
(e.g., molasses, raw sugar, brown sugar, turbinado sugar, muscovado
sugar, and demerara sugar)....

1 The intent of this draft guidance is to advise the regulated
2 industry of FDA's view that the term 'evaporated cane juice' is not the
3 common or usual name of any type of sweetener, including dried cane
4 syrup. Because cane syrup has a standard of identity defined by
5 regulation in 21 CFR 168.130, the common or usual name for the
solid or dried form of cane syrup is 'dried cane syrup.'

6 Sweeteners derived from sugar cane syrup should not be listed
7 in the ingredient declaration by names which suggest that the
8 ingredients are juice, such as 'evaporated cane juice.' FDA considers
9 such representations to be false and misleading under section
10 403(a)(1) of the Act (21 U.S.C. 343(a)(1)) because they fail to reveal
11 the basic nature of the food and its characterizing properties (i.e., that
the ingredients are sugars or syrups) as required by 21 CFR 102.5."
12 See FDA Guidance for Industry: Ingredients Declared as Evaporated
Cane Juice; Draft Guidance, October 2009.

13 46. Because Defendants' Blue Diamond Products, which claim to contain
14 "Evaporated Cane Juice" are false and misleading, and misbranded, they have no
15 value as a matter of law.

16 47. Defendants engaged in an extensive and long-term advertising
17 campaign labeling and otherwise marketing their Blue Diamond Products, including
18 the Almond Breeze Almondmilk Chocolate (refrigerated), Almond Breeze
19 Almondmilk Vanilla Unsweetened (refrigerated), and Almond Breeze Almondmilk
20 Coconutmilk Blend Almond Coconut Unsweetened (shelf stable) products as "All
21 Natural" when, in fact, they are not "All Natural."

22 48. Plaintiff Ashley Melvin purchased certain Blue Diamond Products,
23 including the Almond Breeze Almondmilk Chocolate (refrigerated) and Almond
24 Breeze Almondmilk Vanilla Unsweetened (refrigerated) products, in reliance on
25 Defendants' representations and omissions on the products' labels that the products
26 were "All Natural."

27 49. Plaintiff Ashley Melvin reasonably and justifiably relied on the "All
28 Natural" representations on Blue Diamond Products, including the Almond Breeze
Almondmilk Chocolate (refrigerated) and Almond Breeze Almondmilk Vanilla

1 Unsweetened (refrigerated) products, and based her decision to purchase such
2 products in substantial part on such representations.

3 50. Plaintiff Ashley Melvin also reasonably assumed that the Blue
4 Diamond Products were not misbranded and were legal to offer for sale and to
5 purchase.

6 51. Plaintiff Ashley Melvin was misled and deceived by Defendants'
7 misbranded products and label representations and would not have purchased the
8 Blue Diamond Products, including the Almond Breeze Almondmilk Chocolate
9 (refrigerated) and Almond Breeze Almondmilk Vanilla Unsweetened (refrigerated)
10 products, in the absence of the foregoing "All Natural" representations and
11 omissions.

12 52. Plaintiff Ashley Melvin relied on Defendants' misbranded labels and
13 false, misleading and deceptive labeling claims and omissions and suffered injury in
14 fact and a loss of money with each purchase of Defendants' Blue Diamond Products.

15 53. Plaintiff Taline Keshishian purchased certain Blue Diamond Products,
16 including the Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut
17 Unsweetened (shelf stable) product, in reliance on Defendants' representations and
18 omissions on the products' labels that the products were "All Natural."

19 54. Plaintiff Taline Keshishian reasonably and justifiably relied on the "All
20 Natural" representations on Blue Diamond Products, including the Almond Breeze
21 Almondmilk Coconutmilk Blend Almond Coconut Unsweetened (shelf stable)
22 product, and based her decision to purchase such products in substantial part on such
23 representations.

24 55. Plaintiff Taline Keshishian also reasonably assumed that the Blue
25 Diamond Products were not misbranded and were legal to offer for sale and to
26 purchase.

27 56. Plaintiff Taline Keshishian was misled and deceived by Defendants'
28 misbranded products and label representations and would not have purchased the

1 Blue Diamond Products, including the Almond Breeze Almondmilk Coconutmilk
2 Blend Almond Coconut Unsweetened (shelf stable) product, in the absence of the
3 foregoing "All Natural" representations and omissions.

4 57. Plaintiff Taline Keshishian relied on Defendants' misbranded labels and
5 false, misleading and deceptive labeling claims and omissions and suffered injury in
6 fact and a loss of money with each purchase of Defendants' Blue Diamond Products.

7 58. As a result of Defendants' misbranding and false, misleading and
8 deceptive labeling claims and omissions, consumers such as Plaintiffs did not
9 receive the benefit of their bargain when they purchased Blue Diamond Products.
10 They each paid money for a product(s) that is misbranded (and therefore has no
11 value as a matter of law), and is not what it claims to be or what they bargained for.
12 They also paid a premium for the Blue Diamond Products and lost the opportunity
13 to purchase and consume other, truly all natural foods.

14 59. In addition to the Almond Breeze Almondmilk Chocolate
15 (refrigerated), Almond Breeze Almondmilk Vanilla Unsweetened (refrigerated), and
16 Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut Unsweetened
17 (shelf stable) products, Defendants also misbranded and misrepresented other
18 substantially similar Blue Diamond products ("Substantially Similar Products").
19 Each of the Substantially Similar Products makes the same label misrepresentations
20 and violates the same California Sherman Food, Drug, And Cosmetic Law,
21 California Health & Safety Code § 109875 *et seq.*, laws as the Almond Breeze
22 Almondmilk Chocolate (refrigerated), Almond Breeze Almondmilk Vanilla
23 Unsweetened (refrigerated), and Almond Breeze Almondmilk Coconutmilk Blend
24 Almond Coconut Unsweetened (shelf stable) products.

25 60. The Substantially Similar Products include the following Blue
26 Diamond products labeled as "All Natural:"

- 27 • Almond Breeze Almondmilk Original (refrigerated);
- 28 • Almond Breeze Almondmilk Original Unsweetened (refrigerated);

- 1 • Almond Breeze Almondmilk Vanilla (refrigerated);
- 2 • Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut
- 3 (refrigerated);
- 4 • Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut
- 5 Unsweetened (refrigerated);
- 6 • Almond Breeze Almondmilk Chocolate (shelf stable);
- 7 • Almond Breeze Almondmilk Chocolate Unsweetened (shelf stable);
- 8 • Almond Breeze Almondmilk Original (shelf stable);
- 9 • Almond Breeze Almondmilk Original Unsweetened (shelf stable);
- 10 • Almond Breeze Almondmilk Vanilla (shelf stable);
- 11 • Almond Breeze Almondmilk Vanilla Unsweetened (shelf stable);
- 12 • Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut
- 13 (shelf stable);
- 14 • Almond Breeze Almondmilk Coconutmilk Blend Vanilla Almond
- 15 Coconut (shelf stable); and
- 16 • Almond Breeze Almondmilk Coconutmilk Blend Vanilla Almond
- 17 Coconut Unsweetened (shelf stable).

18 61. The Substantially Similar Products include the following Blue
19 Diamond products labeled as containing "Evaporated Cane Juice:"

- 20 • Almond Breeze Almondmilk Original (refrigerated);
- 21 • Almond Breeze Almondmilk Vanilla (refrigerated);
- 22 • Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut
- 23 (refrigerated);
- 24 • Almond Breeze Almondmilk Chocolate (shelf stable);
- 25 • Almond Breeze Almondmilk Original (shelf stable);
- 26 • Almond Breeze Almondmilk Vanilla (shelf stable);
- 27 • Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut
- 28 (shelf stable); and

1 • Almond Breeze Almondmilk Coconutmilk Blend Vanilla Almond
2 Coconut (shelf stable).

3 62. Plaintiffs reserve the right to add additional products to the lists of
4 Substantially Similar Products set forth in paragraphs 60 and 61, above, based upon
5 additional investigation or discovery.

6 63. Defendants know that consumers are willing to pay for all natural
7 products. Defendants advertise the Blue Diamond Products with the intention that
8 consumers rely on the affirmative misrepresentations of fact on their labeling that
9 the products are "All Natural." Further, Defendants' omissions of the material fact
10 that the products include ingredients that are not "All Natural," but instead contain
11 artificial, synthetic or extensively processed ingredients, are likely to deceive
12 reasonable consumers.

13 64. Defendants know that the Blue Diamond Products, including the
14 Almond Breeze Almondmilk Chocolate (refrigerated), Almond Breeze Almondmilk
15 Vanilla Unsweetened (refrigerated), and Almond Breeze Almondmilk Coconutmilk
16 Blend Almond Coconut Unsweetened (shelf stable) products, are misbranded and
17 that their labeling claims and omissions are false, misleading, deceptive, and likely
18 to deceive reasonable consumers.

19 65. Yet, Defendants have engaged and continue to engage in their
20 misbranding and with their misrepresentations of fact and omissions of fact in
21 furtherance of their motive to sell and profit from the Blue Diamond Products on the
22 backs and at the expense of consumers and the consuming public.

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1 **CLASS ACTION ALLEGATIONS**

2 66. Plaintiffs bring this class action on behalf of themselves and all other
3 persons similarly situated pursuant to Rules 23(a) and 23(b)(2) and 23(b)(3) of the
4 Federal Rules of Civil Procedure.

5 67. The class ("Class") which Plaintiffs seek to represent is defined as:

6 "All persons in the United States who, within four years from the
7 date of filing this action, purchased any of the Blue Diamond Products
8 which: (1) was labeled "All Natural" but contains artificial or synthetic
9 ingredients and/or (2) contains the ingredient labeled as "Evaporated
10 Cane Juice."⁵

11 68. Excluded from the Class are Defendants and their directors, officers
12 and employees.

13 69. Numerosity (Fed. R. Civ. P. 23(a)(1)): The Class is so numerous that
14 joinder of all individual members in one action would be impracticable. The
15 disposition of their claims through this class action will benefit both the parties and
16 this Court.

17 70. Plaintiffs are informed and believe and thereon allege that there are, at
18 a minimum, many thousands, or millions, of members that comprise the Class.

19 71. Members of the Class may be notified of the pendency of this action by
20 techniques and forms commonly used in class actions, such as by published notice,
21 e-mail notice, website notice, first-class mail, or combinations thereof, or by other
22 methods suitable to this class and deemed necessary and or appropriate by the Court.

23 72. Common Questions of Fact and Law (Fed. R. Civ. P. 23(a)(2) and
24 (b)(3)): There are a well-defined community of interest and common questions of
25 fact and law affecting the members of the Class.

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28 ⁵ Plaintiffs reserve the right to amend or otherwise modify the Class definition
and/or add subclasses.

1 73. The questions of fact and law common to the Class predominate over
2 questions which may affect individual members and include the following:

3 (a) Whether Defendants' "All Natural" representations are unlawful,
4 unfair, deceptive, untrue or misleading;

5 (b) Whether Defendants' "Evaporated Cane Juice" representations
6 are unlawful, unfair, deceptive, untrue or misleading;

7 (c) Whether Defendants violated California Business and
8 Professions Code § 17200 *et seq.*;

9 (d) Whether Defendants violated California Business and
10 Professions Code § 17500 *et seq.*;

11 (e) Whether Defendants violated California Civil Code § 1750 *et*
12 *seq.*; and

13 (f) The relief, including injunctive and other equitable relief, to
14 which Plaintiffs and the Class are entitled.

15 74. Typicality (Fed. R. Civ. P. 23(a)(3)): Plaintiffs' claims are typical of the
16 claims of the entire Class. Plaintiffs and all Class members each bought one or
17 more of Defendants' products which are at issue in this case. The claims of
18 Plaintiffs and members of the Class are based on the same legal and remedial
19 theories and arise from the same unlawful conduct.

20 75. Adequacy of Representation (Fed. R. Civ. P. 23(a)(4)): Plaintiffs are
21 each an adequate representative of the Class because each of their interests do not
22 conflict with the interests of the Class which Plaintiffs seek to represent. Plaintiffs
23 will fairly, adequately, and vigorously represent and protect the interests of the Class
24 and each has no interests antagonistic to the Class. Plaintiffs have retained counsel
25 who is competent and experienced in the prosecution of class action litigation.

26 76. Superiority (Fed. R. Civ. P. 23(b)(3)): A class action is superior to
27 other available means for the fair and efficient adjudication of the claims of the
28 Class. While the aggregate damages which may be and if awarded to the Class are

1 likely to be substantial, the actual economic damages suffered by individual
2 members of the Class are likely relatively small. As a result, the expense and
3 burden of individual litigation makes it economically infeasible and procedurally
4 impracticable for each member of the Class to individually seek redress for the
5 wrongs done to them. The likelihood of individual Class members prosecuting
6 separate claims is remote. Individualized litigation would also present the potential
7 for varying, inconsistent or contradictory judgments, and would increase the delay
8 and expense to all parties and the court system resulting from multiple trials of the
9 same factual issues. In contrast, the conduct of this matter as a class action presents
10 fewer management difficulties, conserves the resources of the parties and the court
11 system, and would protect the rights of each member of the Class. Plaintiffs know
12 of only one other litigation commenced against Blue Diamond, which is still
13 currently pending, *Chris Werdebaugh v. Blue Diamond Growers*, Case No. 5:12-cv-
14 02724-LHK (N.D. Cal.), with a response to First Amended Complaint due
15 November 1, 2013. Plaintiffs know of no difficulty to be encountered in the
16 management of this action that would preclude its maintenance as a class action.

17 77. Injunctive or Declaratory Relief (Fed. R. Civ. P. 23(b)(2)): A class
18 action is also appropriate because Defendants have acted or refused to act on
19 grounds that apply generally to the Class, so that final injunctive relief or
20 corresponding declaratory relief is appropriate respecting the Class as a whole.

21
22 **FIRST CAUSE OF ACTION**

23 **For Violation of California's Unfair Competition Law,**

24 **California Business & Professions Code § 17200 *et seq.***

25 **(On Behalf of Plaintiffs and the Class as against**

26 **all Defendants including DOES 1 through 10)**

27 78. Plaintiffs hereby incorporate by reference the allegations contained in
28 this Complaint.

1 79. Plaintiffs assert this claim on behalf of themselves and the Class as
2 against Defendants and each of them.

3 80. "California's unfair competition law (UCL) (§ 17200 *et seq.*) defines
4 'unfair competition' to mean and include 'any unlawful, unfair or fraudulent business
5 act or practice and unfair, deceptive, untrue or misleading advertising and any act
6 prohibited by [the false advertising law (§ 17500 *et seq.*)].'" *Kasky v. Nike, Inc.*, 27
7 Cal.4th 939, 949 (2002).

8 81. "The UCL's purpose is to protect both consumers and competitors by
9 promoting fair competition in commercial markets for goods and services." *Kasky*,
10 27 Cal.4th at 949.

11 82. Defendants have violated the UCL in several of the following ways,
12 each of which are independently actionable:

13 **Unlawful (Sherman Law Misbranding Violations)**

14 83. Defendants' conduct of labeling, advertising and otherwise representing
15 its products as "All Natural" and/or containing "Evaporated Cane Juice" is unlawful
16 and constitutes misbranding under the Sherman Food, Drug, And Cosmetic Law,
17 California Health & Safety Code § 109875 *et seq.* (the "Sherman Law").

18 84. California's Sherman Law adopts, incorporates – and is identical – to
19 the relevant provisions of the federal Food Drug and Cosmetic Act, 21 U.S.C. § 301
20 *et seq.* ("FDCA").⁶

21 85. The Sherman Law expressly states that "Any food is misbranded if its
22 labeling is false or misleading in any particular." California Health & Safety Code §
23 110660.⁷

24
25 ⁶ Through the Sherman Law, California has also adopted all federal food
26 labeling regulations as its own: "All food labeling regulations and any amendments
27 to those regulations adopted pursuant to the federal act ... shall be the food labeling
28 regulations of this state." California Health & Safety Code § 110100. "Federal act
means the federal Food, Drug, and Cosmetic Act, as amended (21 U.S.C. Sec. 301
et seq.)." California Health & Safety Code § 109930.

⁷ Identical to FDCA 21 U.S.C. § 343(a).

1 86. The Sherman Law also provides that "Any food is misbranded if any
2 word, statement, or other information required pursuant to this part to appear on the
3 label or labeling is not prominently placed upon the label or labeling with
4 conspicuousness, as compared with other words, statements, designs, or devices in
5 the labeling and in terms as to render it likely to be read and understood by the
6 ordinary individual under customary conditions of purchase and use." California
7 Health & Safety Code § 110705.⁸

8 87. The Sherman Law expressly states that "Any food is misbranded if it
9 bears or contains any artificial flavoring, artificial coloring, or chemical
10 preservative, unless its labeling states that fact." California Health & Safety Code §
11 110740.⁹

12 88. The Sherman Law also provides that a food is misbranded if its label
13 does not clearly state "the common or usual name of the food" or "the common or
14 usual name of each ingredient." California Health & Safety Code §§ 110720.
15 110725.¹⁰

16 89. Misbranded food is unlawful and has no value as it may not be
17 manufactured, delivered, held, offered for sale, or otherwise received in commerce.

18 90. "It is unlawful for any person to misbrand any food." California Health
19 & Safety Code § 110765.

20 91. "It is unlawful for any person to manufacture, sell, deliver, hold, or
21 offer for sale any food that is misbranded." California Health & Safety Code §
22 110760.

23 92. "It is unlawful for any person to receive in commerce any food that is
24 misbranded or to deliver or proffer for delivery any such food." California Health &
25 Safety Code § 110770.

26 ⁸ Identical to FDCA 21 U.S.C. § 343(f).

27 ⁹ Identical to FDCA 21 U.S.C. § 343(k).

28 ¹⁰ Identical to FDCA 21 U.S.C. § 343(g); and 21 C.F.R. § 101.4(a)(1), 21
C.F.R. § 102.5(a), (d).

1 93. Defendants manufactured, delivered, held, offered for sale, sold and/or
2 otherwise received into commerce their misbranded products.

3 94. Defendants sold their misbranded products within California and
4 throughout the United States.

5 95. As a result of Defendants' conduct, Plaintiffs and Class members
6 purchased misbranded products which have no value and are not saleable, as a
7 matter of law, and Plaintiffs and Class members suffered injury in fact and lost
8 money or property as a result of Defendants' conduct.

9 **Unlawful (Other Violations)**

10 96. In addition to Defendants' misbranding violations set forth above,
11 Defendants have also violated the UCL by violating other laws including, but not
12 limited to, the following:

13 97. Defendants' conduct violates the advertising prohibitions under the
14 Sherman Law, California Health & Safety Code §§ 110390, 110395, 110398 and
15 110400.

16 98. Defendants' conduct violates California's False Advertising Law,
17 California Business & Professions Code § 17500 *et seq.*

18 99. Defendants' conduct violates California's Consumers Legal Remedies
19 Act., California Civil Code § 1750 *et seq.*

20 **Unfair**

21 100. Defendants' conduct is unfair under the UCL because it offends
22 established public policy and/or is immoral, unethical, oppressive, unscrupulous
23 and/or substantially injurious to Plaintiffs and the Class. Defendants' conduct
24 undermines and violates the spirit and policies underlying the Sherman Law, the
25 False Advertising Law, and the Consumers Legal Remedies Act. There is no
26 legitimate utility of Defendants' conduct, let alone any that would outweigh the
27 harm to Plaintiffs and the Class.
28

1 101. Plaintiffs and Class members did not know and, as reasonable
2 consumers had no way of reasonably knowing that the products were misbranded
3 and were not properly marketed, advertised, packaged and labeled, and thus could
4 not have reasonably avoided the injury each of them suffered.

5 **Fraudulent**

6 102. Defendants' conduct is also fraudulent under the UCL because it is
7 likely to deceive reasonable consumers.

8 **Unfair, Deceptive, Untrue or Misleading Advertising**

9 103. As described herein, Defendants' conduct also violates the UCL
10 because the conduct constitutes unfair, deceptive, untrue and/or misleading
11 advertising.

12 **Relief Sought**

13 104. As a result of Defendants' conduct and violations of the UCL, Plaintiffs
14 and Class members suffered injury in fact and lost money or property.

15 105. Defendants' conduct is ongoing and, unless restrained, likely to recur.

16 106. Plaintiffs, on behalf of themselves and Class members, seek equitable
17 relief requiring Defendants to refund and restore to Plaintiffs and all Class members
18 all monies they paid for the Blue Diamond Products, and injunctive relief
19 prohibiting Defendants from engaging in the misconduct described herein.

20
21 **SECOND CAUSE OF ACTION**

22 **For Violation of California's False Advertising Law,**
23 **California Business & Professions Code § 17500 *et seq.***

24 **(On Behalf of Plaintiffs and the Class as against**
25 **all Defendants including DOES 1 through 10)**

26 107. Plaintiffs hereby incorporate by reference the allegations contained in
27 this Complaint.
28

1 108. Plaintiffs assert this claim on behalf of themselves and the Class as
2 against Defendants and each of them.

3 109. Both the UCL and California's False Advertising Law prohibit "not
4 only advertising which is false, but also advertising which[,] although true, is either
5 actually misleading or which has a capacity, likelihood or tendency to deceive or
6 confuse the public.' [Citation.] Thus, to state a claim under either the UCL or the
7 false advertising law, based on false advertising or promotional practices, 'it is
8 necessary only to show that `members of the public are likely to be deceived.'" *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 951 (2002).

10 110. As stated in this Complaint, Defendants publicly disseminated untrue
11 or misleading advertising or intended not to sell Blue Diamond Products as
12 advertised in violation of California Business & Professional Code § 17500 *et seq.*,
13 by, *inter alia*:

14 (a) Representing that Blue Diamond Products are "All Natural,"
15 when they are not; and

16 (b) Misrepresenting that Blue Diamond products contain
17 "Evaporated Cane Juice."

18 111. Defendants committed such violations of the False Advertising Law
19 with actual knowledge or in the exercise of reasonable care should have known the
20 representations were untrue or misleading.

21 112. As a result of Defendants' conduct and violations of the UCL, Plaintiffs
22 and Class members suffered injury in fact and lost money or property.

23 113. Defendants' conduct is ongoing and, unless restrained, likely to recur.

24 114. Plaintiffs, on behalf of themselves and Class members, seek equitable
25 relief requiring Defendants to refund and restore to Plaintiffs and all Class members
26 all monies they paid for the Blue Diamond Products, and injunctive relief
27 prohibiting Defendants from engaging in the misconduct described herein.

28

1 **THIRD CAUSE OF ACTION**

2 **For Violation of California's Consumers Legal Remedies Act,**

3 **California Civil Code § 1750 *et seq.***

4 **(On Behalf of Plaintiffs and the Class as against**

5 **all Defendants including DOES 1 through 10)**

6 115. Plaintiffs hereby incorporate by reference the allegations contained in
7 this Complaint.

8 116. Plaintiffs assert this claim on behalf of themselves and the Class as
9 against Defendants and each of them.

10 117. Defendants' representations, omissions and conduct have violated, and
11 continue to violate California's Consumers Legal Remedies Act ("CLRA"), because
12 they extend to transactions that are intended to result, or which have resulted, in the
13 sale of goods to consumers, including Plaintiffs and the Class.

14 118. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(5) which
15 prohibits "Representing that goods or services have ... characteristics, ingredients,
16 uses, benefits, or quantities which they do not have."

17 119. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(7) which
18 prohibits "Representing that goods or services are of a particular standard, quality,
19 or grade ... if they are of another."

20 120. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(9) which
21 prohibits "Advertising goods ... with intent not to sell them as advertised."

22 121. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(16)
23 which prohibits "Representing that the subject of a transaction has been supplied in
24 accordance with a previous representation when it has not."

25 122. Defendants' Blue Diamond Products are "goods" within the meaning of
26 Civil Code §§ 1761(a) and 1770.

27 123. Plaintiffs and Class members are "consumers" within the meaning of
28 Civil Code §§ 1761(d) and 1770.

1 124. Each purchase of Defendants' Blue Diamond Products by Plaintiffs and
2 each Class member constitutes a "transaction" within the meaning of Civil Code §§
3 1761(e) and 1770.

4 125. Defendants' conduct is ongoing and, unless restrained, likely to recur.

5 126. Plaintiffs, on behalf of themselves and Class members, seek injunctive
6 relief prohibiting Defendants from engaging in the misconduct described herein.

7 127. No relief of any kind, other than injunctive relief, is currently sought
8 pursuant to this CLRA cause of action.

9 128. No damages of any kind are currently sought pursuant to this CLRA
10 cause of action.

11 129. The CLRA Civil Code § 1782(d) states in pertinent part as follows:

12 "An action for injunctive relief brought under the specific provisions
13 of Section 1770 may be commenced without compliance with
14 subdivision (a) [notice requirement]. Not less than 30 days after the
15 commencement of an action for injunctive relief, and after compliance
16 with subdivision (a) [notice requirement], the consumer may amend
17 his or her complaint without leave of court to include a request for
18 damages."

19 130. The CLRA, Civil Code § 1782(a), states as follows:

20 (a) Thirty days or more prior to the commencement of an
21 action for damages pursuant to this title, the consumer shall do the
22 following:

23 (1) Notify the person alleged to have employed or
24 committed methods, acts, or practices declared unlawful by Section
25 1770 of the particular alleged violations of Section 1770.

26 (2) Demand that the person correct, repair, replace, or
27 otherwise rectify the goods or services alleged to be in violation of
28 Section 1770.

 The notice shall be in writing and shall be sent by certified or
registered mail, return receipt requested, to the place where the

1 transaction occurred or to the person's principal place of business
2 within California."

3 131. Pursuant to Civil Code § 1782(a), Plaintiffs will provide BLUE
4 DIAMOND GROWERS with notice of its CLRA violations by certified mail return
5 receipt requested. If Defendant BLUE DIAMOND GROWERS fails to provide
6 appropriate relief for the CLRA violations, Plaintiffs will amend this Complaint to
7 seek monetary damages (compensatory, punitive, etc.) and other relief under the
8 CLRA on behalf of Plaintiffs and the Class.

9 132. Defendant BLUE DIAMOND GROWERS may be provided the notice
10 specified in Civil Code § 1782(a) by sending such notice to BLUE DIAMOND
11 GROWERS, c/o Dean Lavalley, 1802 C Street, Sacramento, CA 95811.

12 133. Attached hereto are the venue declarations required by CLRA, Civil
13 Code § 1780(d).¹¹

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28 ¹¹ A declaration may be used in lieu of an affidavit. California Code of Civil
Procedure § 2015.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for:

1. An order certifying the Class and appointing Plaintiffs as the representatives of the Class, and appointing counsel of record for Plaintiffs as counsel for the Class;
2. Equitable relief requiring Defendants to refund and restore to Plaintiffs and all Class members all monies they paid for the Blue Diamond Products;
3. Injunctive relief prohibiting Defendants from engaging in the misconduct described herein;
4. An award of attorney's fees;
5. An award of costs;
6. An award of interest, including prejudgment interest; and
7. For such other and further relief as the Court may deem proper.

DATED: October 31, 2013 CHANT & COMPANY
A Professional Law Corporation

By 
Chant Yedalian
Counsel For Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all claims so triable.

DATED: October 31, 2013 CHANT & COMPANY
A Professional Law Corporation

By 
Chant Yedalian
Counsel For Plaintiffs

DECLARATION BY PLAINTIFF ASHLEY MELVIN

I, ASHLEY MELVIN, hereby declare that:

1. I have personal knowledge of the following facts stated in this Declaration and could competently testify thereto if called upon to do so.

2. I am a named Plaintiff in this case.

3. I purchased the Almond Breeze Almondmilk Chocolate (refrigerated) and Almond Breeze Almondmilk Vanilla Unsweetened (refrigerated) products, which are shown in paragraphs 17 and 21, respectively, of the attached Complaint, in Los Angeles County, California.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing Declaration is true and correct, and was executed by me in the City of Reseda, Los Angeles County, California, on October 31st, 2013.


ASHLEY MELVIN
Declarant

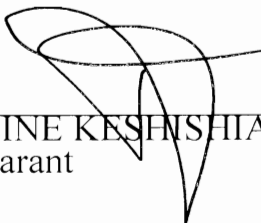
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DECLARATION BY PLAINTIFF TALINE KESHISHIAN

I, TALINE KESHISHIAN, hereby declare that:

1. I have personal knowledge of the following facts stated in this Declaration and could competently testify thereto if called upon to do so.
2. I am a named Plaintiff in this case.
3. I purchased the Almond Breeze Almondmilk Coconutmilk Blend Almond Coconut Unsweetened (shelf stable) product, which is shown in paragraph 26 of the attached Complaint, in Orange County, California.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing Declaration is true and correct, and was executed by me in the City of Santa Ana, Orange County, California, on October 30, 2013.


TALINE KESHISHIAN
Declarant

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

I. (a) PLAINTIFFS (Check box if you are representing yourself)
 ASHLEY MELVIN and TALINE KESHISHIAN, on behalf of themselves and all others similarly situated

DEFENDANTS (Check box if you are representing yourself)
 BLUE DIAMOND GROWERS, and DOES 1 through 10, inclusive

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)
 Chant Yedalian, State Bar No. 222325, (chant@chant.mobi)
 CHANT & COMPANY A PROFESSIONAL LAW CORPORATION
 1010 N. Central Ave., Glendale, CA 91202
 Phone: 877.574.7100, Fax: 877.574.9411

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

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

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

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

	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 checked="" 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 type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

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

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)
CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 U.S.C. § 1332(d); Class action/food labeling violations

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

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

FOR OFFICE USE ONLY: Case Number: **SACV13-01746 AG (ANx)**

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

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern	
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input checked="" type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	SOUTHERN DIVISION

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

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

If yes, list case number(s): _____

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

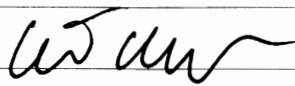
If yes, list case number(s): _____

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

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

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): _____



DATE: 10/31/13

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

Key to Statistical codes relating to Social Security Cases:

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

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Andrew J. Guilford and the assigned Magistrate Judge is Arthur Nakazato.

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

SACV13-01746 AG (ANx)

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

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

Clerk, U. S. District Court

November 5, 2013

Date

By Maria Barr
Deputy Clerk

NOTICE TO COUNSEL

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

Subsequent documents must be filed at the following location:

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

Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

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