

FILED

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CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES  
BY \_\_\_\_\_

**LEWIS BRISBOIS BISGAARD & SMITH LLP**

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Attorneys for Defendants Norman Direct, LLC,  
Christopher Morgan, LLC and Christopher M.  
Rebholz

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

CV14-1917 MMM KKx

SEVAG DEMIRJIAN, individually and on  
behalf of all others similarly situated,

CASE NO.

**NOTICE OF REMOVAL**

Plaintiffs,

vs.

NORMAN DIRECT, LLC, a Wisconsin  
Limited Liability Company; CHRISTOPHER  
MORGAN, LLC, a Wisconsin Limited  
Liability Company; CHRISTOPHER M.  
REBHOLZ; an individual; and DOES 1-100,  
Inclusive,

Defendants.

In accordance with 28 U.S.C. §§ 1332, 1348, 1441, and 1446, and 1453, defendants  
Norman Direct, LLC, Christopher Morgan, LLC, and Christopher M. Rebholz ("Norman Direct"),  
preserving all jurisdictional objections and other defenses and through their counsel of record,  
Lewis Brisbois Bisgaard & Smith LLP, hereby give notice to this Court, the Clerk of the Superior  
Court in and for San Bernardino County, and Plaintiff Sevag Demirjian ("Plaintiff"), of Norman  
Direct's removal of the state court action commenced in the Circuit Court in and for San  
Bernardino County, California, entitled *Sevag Demirjian, individually and on behalf of all other  
similarly situated v. Norman Direct, LLC, a Wisconsin Limited Liability Company; Christopher  
Morgan, LLC, a Wisconsin Limited Liability Company; Christopher M. Rebholz; an individual;*

1 *and Does 1-250, Inclusive*, Case No. CIVDS1411874, to the United States District Court for the  
 2 Central District of California. In support of this Notice of Removal, Norman Direct respectfully  
 3 states as follows:

4 **Summary of Basis for Federal Court Jurisdiction**

5 1. In accordance with 28 U.S.C §§ 1332(d)(2), 1446, and 1453, Norman Direct  
 6 removes this putative class action to this Court in accord with the prerequisites for federal  
 7 jurisdiction established by the Class Action Fairness Act ("CAFA"), on the basis that (a) the  
 8 amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs; (b)  
 9 minimal diversity exists because both the named Plaintiffs as well as multiple unnamed members  
 10 of the putative class are citizens of a State different from the Defendants, Norman Direct, LLC,  
 11 Christopher Morgan LLC, and Christopher Rebholz; (c) the number of the members of the  
 12 proposed Plaintiff class substantially exceeds 100 persons; (d) none of the Defendants, Norman  
 13 Direct, LLC, Christopher Morgan, LLC, or Christopher Rebholz, are either a State, a State official,  
 14 nor a governmental entity against whom the district court would be foreclosed from ordering  
 15 relief; and (e) none of the exceptions to CAFA jurisdiction applies. The Summons and Complaint  
 16 are attached to this Notice of Removal as Exhibit A.

18 **Summary of Demands in the State Court Complaint**

19 2. The putative "Class Action Complaint" that the Plaintiff filed in San Bernardino  
 20 Superior Court on August 7, 2014, arises out of the Plaintiff's alleged purchase from Norman  
 21 Direct of a product called an "Easy HD Visor."<sup>1</sup> (See Exhibit A, Compl. ¶ 43.). The Complaint  
 22 asserts claims for violation of unfair competition law, false and misleading advertising, violation  
 23 of the California Legal Remedies Act, and common law fraud, and seeks compensation for the  
 24

25  
 26 <sup>1</sup> The name of the product that the Plaintiff alleges he purchased, an "Easy HD Visor," was  
 27 changed to "Easy View XT" in approximately April 2014, although the product remained  
 28 otherwise unchanged. See Declaration of Brian Wargula ("Wargula Decl.") ¶ 3, filed  
 contemporaneously with this Notice of Removal.

3. The Plaintiff seeks to represent a putative class of “tens of thousands” of alleged California purchasers of the Easy View XT product. The Plaintiff defines the putative class as: “All individuals who reside in the State of California and purchased Easy HD Visor for personal use and not for resale, since August 2010.” (Compl. ¶ 47)

4. Within 30 days of the date this Notice of Removal was filed, Norman Direct received a copy of the Summons and Complaint in the state court action in the mail, which was postmarked August 13, 2014. This Notice of Removal is timely under 28 U.S.C. § 1446(b) because it is filed within 30 days of service of process. *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48 (1999).

5. CAFA provides a basis for original jurisdiction over putative class actions in which there is minimal diversity, the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and there are 100 or more proposed class members. *See Abrego v. The Dow Chem. Co.*, 443 F.3d 676, 678 (9th Cir. 2006); *Kuxhausen v. BMW Fin. Servs. NA LLC*, 707 F.3d 1136, 1139 (9th Cir. 2013).

6. Further, and without excusing the Plaintiff of his burden of proof on the point, none of the exceptions to CAFA jurisdiction applies. Because the Court has original jurisdiction over this action, it is properly removable pursuant to 28 U.S.C. §§ 1441(a) and 1453.

7. Norman Direct, as the party seeking removal under diversity, bears the burden of showing, by a preponderance of the evidence, that the amount in controversy exceeds the statutory amount. *Lewis v. Verizon Commc'ns, Inc.*, 627 F.3d 395, 397 (9th Cir. 2010) (citing *Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 699 (9th Cir.2007)).

1 **A. Norman Direct has demonstrated minimal diversity of citizenship.**

2 8. Norman Direct, LLC and Christopher Morgan, LLC, both now and at the time of  
3 the filing of the complaint, are citizens of the State of Wisconsin based on their status as  
4 Wisconsin limited liability companies domiciled in and organized under the laws of this State,  
5 each with its principal place of business at 16595 W. Stratton Dr., New Berlin, Wisconsin. (See  
6 Compl. ¶¶ 6-7.)

7 9. Christopher Rebholz, both now and at the time of the filing of the Complaint, is a  
8 citizen of the State of Wisconsin and is domiciled in the State of Wisconsin. (See Compl. ¶ 8.)

9 10. The named plaintiff, Sevag Demirjian, both now and at the time of the filing of the  
10 complaint, is a citizen of the State of California, residing in the State of California. (See Compl. ¶  
11 5.) Further satisfying CAFA minimal diversity, the unnamed members of the proposed class are  
12 both now and at the time of the filing of the complaint, citizens of the State of California.

13 11. In accordance with 28 U.S.C. §§ 1332(d)(2)(A) and (d)(7), the minimal diversity  
14 requirements of CAFA are satisfied because the Plaintiff or any other member of the proposed  
15 class is a citizen of a state other than the State of Wisconsin.

16 **B. The amount in controversy requirement is satisfied.**

17 12. The CAFA amount in controversy threshold is satisfied here because the amount  
18 placed in controversy by the allegations and demands contained in the Plaintiffs' Complaint  
19 substantially exceeds the sum or value of \$5,000,000, exclusive of interest and costs. See 28 U.S.C.  
20 §§ 1332(d)(2) and (d)(6).

21 13. If the allegations of a state court complaint lack merit and there is no legal or  
22 factual basis for the damages and relief claimed in the complaint, CAFA jurisdictional  
23 requirements are still satisfied. The amount in controversy is evaluated based on what the plaintiff  
24 is *claiming* (and thus the amount in controversy between the parties), not whether the plaintiff is  
25 likely to win or be awarded everything he seeks. See *Lewis v. Verizon Commc'ns, Inc.*, 627 F.3d  
26

1 395, 400 (9th Cir. 2010) (quoting *McPhail v. Deere & Co.*, 529 F.3d 947, 956 (10th Cir.2008).

2 14. The complaint demands damages in the form of restitution, actual damages, treble  
3 damages, punitive damages, and attorneys' fees. The projected total gross sales from Norman  
4 Direct's sale of Easy View XT products to consumers in California through December 31, 2015 is  
5 between \$1,884,597 and \$2,034,597. (See Wargula Decl. ¶¶ 4-8.) Plaintiff's allegations and  
6 request for relief seeks to recover the full amount of these sales as actual damages and restitution.  
7  
8 Trebling these amounts puts the amount in controversy somewhere between \$5,653,791 and  
9 \$6,103,791. In addition, Plaintiff seeks to recover punitive damages and attorneys' fees.  
10 Accordingly, the amount in controversy based on the Plaintiff's claims and request for relief,  
11 substantially exceeds \$5,000,000, exclusive of interest and costs.

12 15. Norman Direct's acknowledgement that the Complaint in this action asserts  
13 allegations satisfying CAFA's amount in controversy requirement is not a validation of the  
14 Plaintiff's claimed entitlement to damages, nor is it a concession by Norman Direct that there is  
15 any validity to the Plaintiff's demand for damages or other relief. See *Lewis v. Verizon Commc'ns,*  
16 *Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (quoting *McPhail v. Deere & Co.*, 529 F.3d 947, 956 (10th  
17 Cir. 2008) ("The amount in controversy is not proof of the amount the plaintiff will recover.  
18 Rather, it is an estimate of the amount that will be put at issue in the course of the litigation.")).  
19 To the contrary, Norman Direct unequivocally rejects and challenges the validity of Plaintiff's  
20 allegations of liability, damages, and claimed entitlement to attorneys' fees, notwithstanding the  
21 state court complaint's satisfaction of the jurisdictional requirements of CAFA.  
22

23  
24 **C. Plaintiff alleges a putative class of more than 100 class members.**

25 16. The Plaintiff expressly alleges that the number of members in the proposed class  
26 "is at least in the tens of thousands" (Compl. ¶ 49), thus establishing CAFA's requirement that  
27 there must be at least 100 members of the proposed class. See U.S.C. § 1332(d)(5)(B).  
28

**No CAFA Exception Prevents Jurisdiction**



17. Although it is the plaintiffs' burden to establish that one of the statutory exceptions to CAFA jurisdiction exists, *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1019 (9th Cir. 2007), a review of the Complaint confirms that none of the discretionary or mandatory exceptions to CAFA applies here. *See* 28 U.S.C. §§ 1332(d) and 1453(d).

**Norman Direct Has Complied with All Remaining  
Requirements for Removal**

18. Removal is appropriate to this Court because the United States Court for the Central District of California embraces the district in which the State Court action was pending. 28 U.S.C. § 1441(a).

19. In accordance with 28 U.S.C. § 1446(d), a copy of this Notice of Removal will be filed with the Clerk of the Superior Court of San Bernardino County.

WHEREFORE, Norman Direct advises the Court that this action has been removed from the Superior Court for San Bernardino County to the United States District Court for the Central District of California.

Dated this 15<sup>th</sup> day of September, 2014.

/s/Stephen H. Turner

Stephen Turner

*Attorneys for Defendants Norman Direct,  
LLC, Christopher Morgan, LLC, and  
Christopher M. Rebholz*



SUM-100

# SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):

NORMAN DIRECT, LLC, a Wisconsin Limited Liability Company;  
(see attachment)

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

SEVAG DEMIRJIAN, individually and on behalf of all others similarly  
situated,

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

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

AUG 27 2014

BY Ebony Shaw  
EBONY SHAW, DEPUTY

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es): San Bernardino Superior Court  
247 West Third Street,  
San Bernardino, CA 92415

CASE NUMBER:  
(Número del Caso) CIVDS1411874

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Gillian Wade/Allison Willett, 2800 Donald Douglas Loop North, Santa Monica, CA 90405 Tel: 310-396-9600

DATE: AUG 06 2014 Clerk, by Deputy  
(Fecha) (Secretario) Ebony Shaw (Adjunto)

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

[SEAL]

COPY

NOTICE TO THE PERSON SERVED: You are served

- 1 ☐ as an individual defendant.  
2 ☐ as the person sued under the fictitious name of (specify):

- 3 ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):



SUM-200(A)

SHORT TITLE: SEVAG DEMIRJIAN v. NORMAN DIRECT, LLC, et. al	CASE NUMBER:
---	--------------

**INSTRUCTIONS FOR USE**

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

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

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

CHRISTOPHER MORGAN, LLC; a Wisconsin Limited Liability Company; CHRISTOPHER M. REBHOLZ; an individual; and DOES 1-250, Inclusive,

Page 1 of 1

1 **MILSTEIN ADELMAN, LLP**  
2 Gillian L. Wade, State Bar No. 229124  
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6 *Attorneys for Plaintiff,*  
7 *Sevag Demirjian and the Proposed Class*

8  
9 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
10 COUNTY OF SAN BERNARDINO

11 SEVAG DEMIRJIAN, individually and on  
12 behalf of all others similarly situated,

13 Plaintiffs,

14 v.

15 NORMAN DIRECT, LLC, a Wisconsin  
16 Limited Liability Company; CHRISTOPHER  
17 MORGAN, LLC; a Wisconsin Limited  
18 Liability Company; CHRISTOPHER M  
REBHOLZ; an individual; and DOES 1-100,  
Inclusive,

19 Defendants.

CASE NO.

CIVDS1411874

**CLASS ACTION**

**CLASS ACTION COMPLAINT**

1. VIOLATION OF CALIFORNIA  
BUSINESS & PROFESSIONS CODE  
SECTION 17200, ET SEQ.

2. VIOLATION OF CALIFORNIA BUSINESS  
& PROFESSIONS CODE SECTION 17500, ET  
SEQ.

3. VIOLATION OF CALIFORNIA CIVIL  
CODE SECTION 1750, ET SEQ.

4. COMMON LAW FRAUD

**JURY TRIAL DEMANDED**

20  
21  
22  
23  
24  
25  
26  
27  
28  
**CLASS ACTION COMPLAINT**

1  
2 Plaintiff SEVAG DEMIRJIAN, individually and on behalf of all others similarly situated  
3 (collectively referred to herein as "Plaintiff(s)"), hereby complains against NORMAN DIRECT,  
4 LLC, CHRISTOPHER MORGAN, LLC, CHRISTOPHER M REBHOLZ, and Does 1-250  
5 (sometimes collectively referred to herein as "Defendants") for unlawful, unfair, and deceptive  
6 business practices in violation of California Business & Professions Code Section 17200 *et seq.*,  
7 California Business & Professions Code Section 17500 *et seq.*, California Civil Code Section  
8 1750 *et seq.*, and the common law, and alleges as follows:  
9

#### 10 INTRODUCTION

11 1. This is a class action to stop Defendants' deceptive and fraudulent sales tactics,  
12 and unlawful business practices for their product called the Easy HD Visor<sup>1</sup> (sometimes referred  
13 to hereinafter as the "Product"). Unfortunately for consumers, Defendants utilize a variety of  
14 sales tricks to sell Easy HD Visor, including a "buy one, get one free" offer that conditions the  
15 "free" product on unlawful and unreasonable shipping and handling charges in violation of  
16 California law.

17 2. In point of fact, Defendants' entire system to sell the Easy HD Visor is a carefully  
18 crafted scam to take advantage of unsuspecting consumers from every aspect of the sales funnel:  
19 from a deceptive ordering and up-sell process, to the willful and unlawful overcharging of the  
20 shipping and processing fees. Defendants know most consumers will do nothing to right these  
21 wrongs, because the cost of doing so is too high relative to the amount spent, and because their  
22 sales "system" makes it nearly impossible to do so. Accordingly, relief by class action is  
23 appropriate.

24 3. The deceptive sales process and shipping and processing overcharges are a secret  
25 profit center for Defendants, resulting in millions of dollars in ill-gotten gains. This "profit" is  
26 multiplied because Defendant Rebholz owns and controls both the marketing company (Norman  
27

28 <sup>1</sup> The Product has undergone various name changes including Easy View HD, Easy HD Visor, and Easy View XT. The various names are interchangeable for the same Product.

1 Direct, LLC) and the fulfillment/distribution company (Christopher Morgan, LLC). Thus,  
2 Rebholz controls both the prices paid by consumers as well as the prices/costs on the back end of  
3 each transaction.

4 4. Plaintiff seeks an injunction preventing defendants from continuing these  
5 deceptive practices, damages, restitution, and related equitable relief.

6 **PARTIES**

7 5. Plaintiff Sevag Demirjian is, and at all times relevant hereto was, an individual  
8 residing in the State of California.

9 6. Plaintiff is informed and believes that defendant Norman Direct, LLC ("Norman  
10 Direct") is a Wisconsin limited liability company having a principal place of business at 16595  
11 West Stratton Drive, New Berlin, Wisconsin 53151. Norman Direct is the owner and distributor  
12 of the Easy HD Visor and is the company that created and/or authorized the false, misleading and  
13 deceptive advertisements and sales process for the Easy HD Visor. Norman Direct does business  
14 in California by advertising and selling the Easy HD Visor products to consumers in California,  
15 including in the county of San Bernardino, and nationwide.

16 7. Plaintiff is informed and believes that defendant Christopher Morgan, LLC  
17 ("Christopher Morgan") is a Wisconsin limited liability company having a principal place of  
18 business at 16595 West Stratton Drive, New Berlin, Wisconsin 53151. Christopher Morgan is the  
19 distributor and fulfillment company for the Easy HD Visor and is the company that created and/or  
20 authorized the false, misleading and deceptive advertisements, and sales process for the Easy HD  
21 Visor. Christopher Morgan, LLC does business in California by advertising and selling the Easy  
22 HD Visor products to consumers in California, including in the county of San Bernardino, and  
23 nationwide.

24 8. Plaintiff is informed and believes that defendant Christopher Rebholz ("Rebholz")  
25 in an individual residing in Wisconsin. Defendant Rebholz is the owner and founder of  
26 Defendants Norman Direct and Christopher Morgan. Rebholz created and/or authorized the false,  
27 misleading and deceptive advertisements, and sales process for the Easy HD Visor. There is no  
28

1 distinction between Rebholz, Norman Direct and Christopher Morgan. On information and  
2 belief, Rebholz profits directly from each sale of Easy HD Visor.

3 9. The true names and capacities, whether individual, corporate, associate or  
4 otherwise of certain manufacturers, distributors and/or their alter egos sued herein as DOES 1  
5 through 250 inclusive are presently unknown to Plaintiff who therefore sues these Defendants by  
6 fictitious names. Plaintiffs will seek leave of this Court to amend the Complaint to show the true  
7 names and capacities of said Doe Defendants when the same have been ascertained. Plaintiffs are  
8 informed and believes and based thereon allege that DOES 1 through 250 were authorized to do  
9 and did business in the State of California, including, but not limited to, the county of San  
10 Bernardino. Plaintiffs are further informed and believes and based thereon allege that DOES 1  
11 through 250 were and/or are, in some manner or way, responsible for and liable to Plaintiff for the  
12 events, happenings and damages hereinafter set forth below.

13 10. Plaintiffs are informed and believe and based thereon allege that at all times  
14 relevant herein each of the Defendants was the agent, servant, employee, subsidiary, affiliate,  
15 partner, assignee, successor-in-interest, alter ego or other representative of each of the remaining  
16 Defendants and was acting in such capacity in doing the things herein complained of and alleged.

17 11. In committing the wrongful acts alleged herein, Defendants planned and  
18 participated in the furthered a common scheme by means of false, misleading, deceptive and  
19 fraudulent representations to induce members of the public to purchase the Product. Defendants  
20 participated in the making of such representations in that each did disseminate or cause to be  
21 disseminated said misrepresentations. Indeed, since the first time that the Product was advertised,  
22 Defendants have been aware that the shipping and handling charges for the Products were  
23 unreasonable and did not reflect their actual costs.

24 12. Defendants affirmatively misrepresented the Product in order to convince the  
25 public to purchase and use the Product, resulting in profits to Defendants, all to the damage and  
26 detriment of the consuming public. Thus, in addition to the wrongful conduct herein alleged as  
27 giving rise to primary liability, Defendants further aided and abetted and knowingly assisted each  
28 other in breach of their respective duties and obligations and herein alleged.





1 center scripts and Internet landing/order pages, on late night television and the Internet.  
2 Ultimately, if the testing data meets certain industry benchmarks, the marketers know they have a  
3 “winning” product and advertising spot.

4 19. The data from the media testing is comprehensively analyzed to tweak the product  
5 advertising with claims that DR marketers know (and verify through the testing) are material to  
6 consumers and lead to the highest conversion rates for a particular ad. Indeed, comparing the  
7 testing data with historical industry data, direct-response marketers know that for a “winning”  
8 product/spot, they will secure the maximum ratio of revenue per advertising dollar spent.

9 20. After maximizing direct purchaser revenue from the DRTV program in 6-12  
10 months, DR marketers ultimately seek to “roll out” their products into nationwide retailers such  
11 as Walmart, Walgreens, K-Mart, and CVS—cashing-in with seven- and eight-figure distribution  
12 deals. Not surprisingly, this lucrative industry has attracted droves of carnival-style “pitchmen”  
13 who hawk a variety of contraptions, pills, potions, machines and other products that purport solve  
14 common household problems.

15 21. In addition to slick advertising claims, the industry utilizes a plethora of sales  
16 tricks in their telephone and online ordering systems to extract excessive shipping and processing  
17 charges, upsells, and other fees from unsuspecting consumers. These swindles are a hidden profit  
18 center for the industry. In many cases, these fees exceed the purchase price of the products  
19 themselves.

20 22. As set forth herein, Defendants have deployed a systematic and uniform deceptive  
21 advertising campaign for Easy HD Visor, utilizing several unfair and unlawful business practices,  
22 including, without limitation, shipping & handling overcharges, call center and web ordering  
23 upsell tricks.

24 23. Throughout the Class Period, Defendants have bilked consumers out of millions of  
25 dollars with this shipping and handling and upsell scam. Plaintiff brings this action to enjoin  
26 Defendants’ deceptive business practices and prevent further injury to consumers.  
27  
28

1 **B. THE MARKETING AND ADVERTISING OF THE PRODUCT**

2 24. Defendants employ a uniform, nationwide advertising campaign for Easy HD  
3 Visor. The primary advertising vehicle for the Product is "DRTV"-style television and Internet  
4 commercials.

5 25. On information and belief, the Product advertising was tested using the standard  
6 media testing processes employed by DR marketers to ensure that the advertisements contain  
7 claims that are material to reasonable consumers, and the call center and internet order process  
8 result in maximum consumer sales.

9 26. On information and belief, Defendants' media testing results for the Product ads  
10 will demonstrate that the advertising claims and offers are communicated in the manner that  
11 yields the maximum ratio of revenue per advertising dollar spent.

12 27. Defendants' advertising makes several claims for the Product, including:

- 13 a. "Uh oh. You're behind the wheel and the sun is so bright you're blinded  
14 by the light and can't see a thing. Your visor doesn't stop it so you dare to  
15 drive right into the glare (we hear the sound of a car-crash)."
- 16 b. "Stop blinding sun and dangerous glare with Easy View HD. The  
17 amazing, fast flip-down glare-blocker that blocks sun glare in a split  
18 second. Just slide EasyView HD on to any visor and that's it, it stays sure  
19 and secure. No tools or assembly required. With just a flip you've got the  
20 sun and glare neutralizing protection you need at your fingertips."
- 21 c. "Traditional car sun visors block your view and impede your vision. Easy  
22 View HD is made of clear acrylic that you can see right through with the  
23 perfect tint to diffuse light and glare so you can keep the road ahead in  
24 clear view."
- 25 d. "Look. Morning sun makes it impossible to see but you always have a clear  
26 view with Easy View HD. With late afternoon glare you can't see what's  
27 ahead. But with Easy View HD you'll be amazed at what you'll see  
28 instead. It even reduces glare from oncoming headlights at night."

28. Finally, Defendants' ads contain a "buy one, get one free" pitch. The commercial states: "Order right now and we'll double the offer and send a second Easy View HD for the passenger side and it's yours free, just pay separate processing and handling. You get two Easy Glare HD Blockers a \$30 value for just \$10. Here's how to order." The following language appears on screen:



**C. DEFENDANTS' SALES PRACTICES ARE UNFAIR AND UNLAWFUL**

29. Defendants deploy a myriad of deceptive sales tactics for the Product. As veterans of the direct response marketing and fulfillment industry, Defendants know that these sales tricks

1 are a hidden profit center and enable Defendants to extract additional ill-gotten gains from  
2 consumers on every transaction. In truth, the Product advertising is simply a vehicle to rope  
3 consumers into Defendants' underhanded sales system of upsells and fees.

4 *1. The Unlawful "Free" Offer*

5 30. Defendants advertise that one Easy HD Visor costs \$10.00 plus shipping and  
6 processing. Through a "special" offer, Defendant claims that consumers also receive a second  
7 Easy HD Visor "free" with order. The second item, however, is not "free". Consumers must pay  
8 an additional \$7.95 "processing" for the second item.

9 31. In other words, the true offer is not two visors for \$10.00 ("2 for the price of 1" or  
10 "You get two Easy Glare HD Blockers...for just \$10"), but rather two Easy HD Visor s for  
11 \$25.90. Defendants' order systems never give consumers the opportunity to reject the "bonus"  
12 offers. In fact, Defendants prepackage Easy HD Visor in boxes of two for shipping. Thus, there  
13 is no "free" or special offer. Defendants' additional "processing" charges for the "free" visors  
14 and additional items are fraudulent.

15 32. Because the "bonus" offers are conditioned on excessive and unreasonable  
16 shipping and processing fees, Defendants violate Business & Professions Code §17537.

17 *2. Shipping And Processing Overcharges*

18 33. Defendants' shipping and processing ("S&P") charges are excessive and do not  
19 reflect Defendants' actual costs. As described above, the "processing" charges for each "bonus"  
20 item does not reflect Defendants' actual costs and Defendants unlawfully condition the "bonus"  
21 offer (which Defendants provide consumers no opportunity to reject), on the unreasonable  
22 "\$7.95" processing charge. In fact, because the product is prepackaged in "sets", there is no  
23 additional "processing" necessary to send the item. Moreover, because Defendant Rebholz  
24 controls both the marketing company and the fulfillment company, any additional "processing"  
25 costs are illusory.

26 34. Setting these charges artificially high benefits Defendants in two ways. First, S&P  
27 charges become a secret profit center for Defendants. Second, because the S&P charges are non-  
28 refundable, consumers cannot unwind the transactions without incurring a substantial loss.

1           35. When a consumer is dissatisfied with his order, either because Easy View HD is  
2 not as represented, he received more visors than he ordered, or both, he faces an unsatisfactory  
3 choice. He can right the wrong if he returns the products promptly. However, the cost of doing so  
4 is high: he will lose the excessive S&P charges he has already paid, and incur a return shipping  
5 charge at a high single order rate. Ultimately, correcting the wrong would cost approximately 3/4  
6 of the total order cost.

7           36. Alternatively, the consumer can simply bear the loss and endure a sense of  
8 violation. By setting up the S&P charges the way they have, Defendants effectively- and  
9 deliberately - chill consumers from taking action to return the misrepresented products or  
10 unintended purchases.

11           **3. Deceptive Online Order Process**

12           37. Defendants employ deceptive online ordering systems for Easy HD Visor. These  
13 systems are fully automated to ensure that every consumer who orders Easy HD Visor online  
14 does not see the full description of the offer details. When the consumer clicks on "Order Now"  
15 the website locks the screen so the offer details remain hidden at the very bottom of the page. The  
16 offer details are still clearly out of view after the consumer enters their payment information and  
17 clicks the "process order" button. These online ordering systems are carefully designed based on  
18 consumer testing data to ensure the highest conversion and upsell rates.

19           38. Contrary to the Easy View HD advertising, with shipping and processing, the  
20 actual cost of Easy View HD is not \$10.00, but rather a minimum order of \$25.90. Defendants  
21 never advise consumers of this total cost in the Easy View HD television advertising or the online  
22 ordering process.

23           39. After the initial "bonus" offer, Defendants' automated system then peppers  
24 consumers with a variety of upsells for additional visors, "protection against damage" fees, and  
25 related offers. Each of these upsells comes with additional fees or "processing" charges.

26           40. Defendants never give the consumer an opportunity to review, edit or cancel her  
27 final order, or even to review the total charge to be billed to her credit card. Thus, regardless of  
28 whether a consumer accepts or rejects each bonus item, the consumer has no idea of the total

1 charge of his final order.

2 41. To ensure that surprised consumers cannot timely correct their unintended  
3 purchases, Defendants ensure that they are unreachable via telephone or any other means. When  
4 the consumer calls the telephone numbers provided, the customer cannot reach a human being  
5 regarding the unauthorized charges. In other words, on information and belief, Defendants' entire  
6 ordering system is designed to result in unintended purchases and charges that consumers cannot  
7 readily correct.

8 42. Consumer internet sites are littered with complaints about the deceptive order  
9 process, for example:

10 a. "Double charging for items and not returning calls. Contacted them to tell them it  
11 was over charged and they never refunded money. Item total charge should have been  
12 \$25.90 and was charged \$51.80 back in January and no refund has been made" See  
13 [http://www.ripoffreport.com/r/EZ-View-HD/Milwaukee-Wisconsin-53221/EZ-View-HD-](http://www.ripoffreport.com/r/EZ-View-HD/Milwaukee-Wisconsin-53221/EZ-View-HD-Over-Charged-Milwaukee-Wisconsin-1132904)  
14 [Over-Charged-Milwaukee-Wisconsin-1132904](http://www.ripoffreport.com/r/EZ-View-HD/Milwaukee-Wisconsin-53221/EZ-View-HD-Over-Charged-Milwaukee-Wisconsin-1132904).

15 b. "Typical TV infomercial scam. They offer a sun glare visor for your car for \$10.00  
16 plus \$7.95 shipping. They try to get you to buy more of their stuff for an additional \$7.95  
17 shipping before they place your order. I ordered ONE visor and should only have been  
18 charged \$7.95 shipping. Instead, they charged me double that at \$15.90 for a total of \$25.90  
19 for ONE of their crummy visors. They do not answer their customer service phone number  
20 and you cannot access their email address. Just a quick way of ripping you off and making  
21 themselves totally unavailable." See [http://www.ripoffreport.com/r/Easy-View-](http://www.ripoffreport.com/r/Easy-View-HD/Milwaukee-Wisconsin/Easy-View-HD-Located-in-Milwaukee-Wisconsin-Typical-TV-infomercial-scam-Milwaukee-Wisc-1128208)  
22 [HD/Milwaukee-Wisconsin/Easy-View-HD-Located-in-Milwaukee-Wisconsin-Typical-](http://www.ripoffreport.com/r/Easy-View-HD/Milwaukee-Wisconsin/Easy-View-HD-Located-in-Milwaukee-Wisconsin-Typical-TV-infomercial-scam-Milwaukee-Wisc-1128208)  
23 [TV-infomercial-scam-Milwaukee-Wisc-1128208](http://www.ripoffreport.com/r/Easy-View-HD/Milwaukee-Wisconsin/Easy-View-HD-Located-in-Milwaukee-Wisconsin-Typical-TV-infomercial-scam-Milwaukee-Wisc-1128208).

24 c. "I purchased online. I was under the impression, per TV advertising, that I could  
25 purchase one for \$10 and get the second free for only an additional shipping and  
26 handling.... Entered my credit card information, hit the purchase button, was NOT shown  
27 what I was ordering, but got informed that I had just purchased 4 (FOUR) visors at \$10  
28 each (where were my free ones if I were purchasing two sets which I only wanted one of).



1 and of course paying \$7.95 for each of the 4 visors for shipping.

2 Today I tried to contact them, charges already pending against my charge card. I have two  
3 phone numbers, one range, answered and said I was in line. After a time, it rolled to only  
4 ringing. I let it ring 45 minutes. The second one only rings." See  
5 [http://www.ripoffreport.com/r/easy-view-hd/milwaukee-wisconsin-53221/easy-view-hd-](http://www.ripoffreport.com/r/easy-view-hd/milwaukee-wisconsin-53221/easy-view-hd-ez-view-hd-said-second-visor-free-just-pay-shipping-but-ended-up-charged-1127813)  
6 [ez-view-hd-said-second-visor-free-just-pay-shipping-but-ended-up-charged-1127813.](http://www.ripoffreport.com/r/easy-view-hd/milwaukee-wisconsin-53221/easy-view-hd-ez-view-hd-said-second-visor-free-just-pay-shipping-but-ended-up-charged-1127813)

7 **D. PLAINTIFF'S PURCHASE OF EASY HD VISOR**

8 43. Plaintiff Sevag Demirjian was duped into purchasing the Easy HD Visor in 2014.  
9 Plaintiff purchased two Easy HD Visors in California from Defendants via Defendants' online  
10 website and was charged \$25.90. In choosing to purchase the Easy HD Visor, Plaintiff relied on  
11 the claims in Defendants' television advertisements for the Easy HD Visor and visited the website  
12 provided by Defendants to order the product.

13 44. At no point during the ordering process was Plaintiff given the opportunity to  
14 review his order or provided his total order charge.

15 45. In fact, prior to finalizing the purchase, Plaintiff was shown an amount less than  
16 \$25.90 but it was not until the transaction was complete that Plaintiff was shown his final charge  
17 of \$25.90.

18 46. Plaintiff lost money in the amount of the purchase price of the Product, shipping  
19 and handling charges, and tax. Plaintiff would not have purchased the Product if had he known  
20 that Defendants' claims about the Product were misleading, or that the shipping & handling  
21 charges were excessive and did not reflect their actual cost.

22 **CLASS ACTION ALLEGATIONS**

23 47. Plaintiff brings this class action on behalf of themselves, and as a class action on  
24 behalf of the following putative class (collectively hereafter the "Class");

25 All individuals who reside in the State of California and purchased Easy HD Visor for  
26 personal use and not for resale, since August 2010.

27 48. Excluded from the Class are Defendants' officers, directors, and employees, and  
28 any individual who received remuneration or a refund from the Defendants.

1           49.    **Numerosity:** Plaintiff does not know the exact number of members of the putative  
2   Class. Due to the nature of the trade and commerce involved, however, Plaintiff is informed and  
3   believes that the total number of Class members is at least in the tens of thousands, and that  
4   members of the Class are numerous and geographically dispersed throughout California and the  
5   United States. While the exact number and identities of the Class members are unknown at this  
6   time, such information can be ascertained through appropriate investigation and discovery,  
7   including Defendants' records. The disposition of the claims of the Class members in a single  
8   class action will provide substantial benefits to all parties and to the Court.

9           50.    **Well-defined Community of Interest:** There is a well-defined community of  
10   interest in the questions of law and fact involved affecting the plaintiff Class and these common  
11   questions predominate over any questions that may affect individual Class members. Common  
12   questions of fact and law include, but are not limited to, the following:

- 13           a. Whether Defendants falsely advertise Easy HD Visor and "free" offer;
- 14           b. Whether Defendants' mass media advertising and/or the packaging for Easy HD  
15           Visor is misleading and deceptive;
- 16           c. Whether Defendants' labeling and/or packaging for Easy HD Visor is misleading,  
17           false and/or illegal;
- 18           d. Whether Defendants engaged in unfair, unlawful and/or fraudulent business  
19           practices in marketing and distributing Easy HD Visor;
- 20           e. Whether Defendants engaged in false advertising with respect to Easy HD Visor;
- 21           f. Whether Defendants' representations, concealments and non-disclosures  
22           concerning Easy HD Visor are likely to deceive the reasonable consumer;
- 23           g. Whether Defendants' representations, concealments and non-disclosures  
24           concerning Easy HD Visor are material;
- 25           h. The nature and extent of damages and other remedies to which the wrongful  
26           conduct of Defendants entitles the Class members;
- 27           i. Whether Defendants' representations, concealments and non-disclosures  
28           concerning Easy HD Visor violate the FAL, CLRA, and/or the UCL;

- j. Whether Defendants' unreasonable shipping and processing charges and "free" offer violated Cal. Bus. & Prof. Code § 17537 et seq.;
- k. Whether the Class are entitled to injunctive relief prohibiting the challenged wrongful practices and enjoining such practices in the future;
- l. Whether the Class are entitled to damages;
- m. Whether the Class is entitled to actual damages (trebled) for Defendants' violation of Cal. Bus. & Prof. Code § 17537 et seq.;
- n. Whether the Class are entitled to restitution; and,
- o. Whether Plaintiff and the Class are entitled to attorneys' fees and expenses, and in what amount.

51. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class in that Plaintiff and the putative class members each purchased Easy HD Visor during the Class Period, and the products purchased by Plaintiff and the putative class members contained unfairly deceptive, unlawful and misleading representations and concealments.

52. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Class in that Plaintiff is a typical purchaser of Easy HD Visor and has no conflicts of interest with any member of the proposed Class. Additionally, Plaintiff has retained counsel with experience in handling complex class action litigation that will fairly and adequately protect the interests of the putative class. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the Class and Plaintiff's Counsel has the financial resources to do so.

53. **Superiority:** Plaintiff and the members of the Class suffered, and will continue to suffer, harm as a result of Defendants' unlawful and wrongful conduct. This class action is superior to the alternatives, if any, for the fair and efficient adjudication of this controversy. The relief sought per individual member of the putative class is small given the burden and expense of individual prosecution of the potentially extensive litigation necessitated by the conduct of Defendants. Furthermore, it would be virtually impossible for the putative class members to seek redress on an individual basis. Even if the putative class members themselves could afford such

1 individual litigation, the court system could not. Individual litigation magnifies the delay and  
 2 expense to all parties in the court system of resolving the controversies engendered by  
 3 Defendants' common course of conduct. The class action device allows a single court to provide  
 4 the benefits of unitary adjudication, judicial economy, and the fair and efficient handling of all  
 5 class members' claims in a single forum. The conduct of this action as a class action conserves  
 6 the resources of the parties and of the judicial system and protects the rights of the class members.  
 7 Furthermore, for many, if not most, a class action is the only feasible mechanism that allows an  
 8 opportunity for legal redress and justice.

9 54. Adjudication of individual class members' claims with respect to Defendants  
 10 would, as a practical matter, be dispositive of the interests of other members not parties to the  
 11 adjudication, and could substantially impair or impede the ability of other class members to  
 12 protect their interests.

13 55. Unless a classwide injunction is issued, Defendants will continue to commit the  
 14 violations alleged, and the members of the Class will continue to be misled.

15 **FIRST CAUSE OF ACTION**  
 16 **VIOLATION OF UNFAIR COMPETITION LAW**  
 17 **(CAL. BUS. & PROF. CODE § 17200, *et seq.*)**  
**(Unlawful, Unfair, and Fraudulent Prongs of the Act)**

18 56. Plaintiff incorporates by this reference the allegations contained in the preceding  
 19 paragraphs as if fully set forth herein.

20 57. Plaintiff brings this claim individually and on behalf of the proposed Class against  
 21 Defendants.

22 58. California Business and Professions Code § 17200 prohibits any "unfair,  
 23 deceptive, untrue or misleading advertising." For the reasons discussed above, Defendants have  
 24 engaged in unfair, deceptive, untrue and misleading advertising in violation of California  
 25 Business & Professions Code §17200.

26 59. As alleged herein, Plaintiff has standing to pursue this claim as Plaintiff has  
 27 suffered injury in fact and has lost money or property as a result of Defendants' actions.  
 28 Specifically, Plaintiff purchased Easy HD Visor for his own personal use. In so doing, Plaintiff

1 relied upon the false representations regarding Easy HD Visor referenced above. Plaintiff would  
2 not have purchased Easy HD Visor had he known that Defendants' claims about the products  
3 were false and that Defendant's shipping and processing charges were unlawful.

4       60.    **Unlawful Business Practices:** The actions of Defendants, as alleged herein,  
5 constitute illegal and unlawful practices committed in violation of the Business & Professions  
6 Code §17200.

7       61.    Defendants have committed unlawful business practices by, *inter alia*, making the  
8 representations and omissions of material facts, as set forth more fully herein, and violating  
9 California Civil Code §§ 1572, 1573, 1709, 1710, 1711, 1770, Business & Professions Code §  
10 17200 *et seq.*, Business & Professions Code § 17500, *et seq.*, Business & Professions Code §  
11 17537, and the common law.

12       62.    In addition, Defendants have unlawfully manufactured, packaged, labeled,  
13 advertised, and/or distributed Easy HD Visor in violation of Bus. & Prof. Code § 17500, Civil  
14 Code §1750, which govern Defendant's conduct. Defendants also violated the unlawful prong of  
15 the UCL because their false advertising of Easy HD Visor, as set forth above, violates the FTC  
16 Act (15 U.S.C. §45, *et seq.*) as set forth above.

17       63.    Plaintiff and the Class reserve the right to allege other violations of law which  
18 constitute other unlawful business acts or practices. Such conduct is ongoing and continues to this  
19 date.

20       64.    **Unfair Business Practices:** California Business & Professions Code § 17200 also  
21 prohibits any "unfair ... business act or practice."

22       65.    Defendants' acts, omissions, misrepresentations, practices and non-disclosures as  
23 alleged herein also constitute "unfair" business acts and practices within the meaning of Business  
24 & Professions Code § 17200 *et seq.* in that its conduct is substantially injurious to consumers,  
25 offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of  
26 the conduct outweighs any alleged benefits attributable to such conduct.

27       66.    There were reasonably available alternatives to further Defendants' legitimate  
28 business interests, other than the conduct described herein.

1           67.    **Fraudulent Business Practices:** California Business & Professions Code § 17200  
2 also prohibits any “fraudulent business act or practice.”

3           68.    Defendants’ claims, nondisclosures and misleading statements with respect to  
4 Easy HD Visor, as more fully set forth above, were false, misleading and/or likely to deceive the  
5 consuming public within the meaning of Business & Professions Code § 17200.

6           69.    Defendants’ conduct caused and continues to cause injury to Plaintiff and the other  
7 Class members. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’  
8 unfair conduct.

9           70.    Pursuant to section 17203 of the California Business and Professions Code,  
10 Plaintiffs and the Class seek an order of this court enjoining Defendants from continuing to  
11 engage in unlawful, unfair, or deceptive business practices and any other act prohibited by law,  
12 including but not limited to: (a) selling, marketing, or advertising Easy HD Visor with false  
13 representations set forth above; (b) engaging in any of the illegal, fraudulent, misleading,  
14 unlawful, unfair and/or deceptive conduct described herein; and (c) engaging in any other conduct  
15 found by the Court to be illegal, fraudulent, misleading, unlawful, unfair and/or deceptive  
16 conduct.

17           71.    In addition, Plaintiff requests that this Court enter such orders or judgments as may  
18 be necessary to restore to any person in interest any money that may have been acquired by  
19 means of such illegal practices as provided in Bus. & Prof. Code § 17203, and for such other  
20 relief as set forth below.

21                           **SECOND CAUSE OF ACTION**  
22                           **FALSE AND MISLEADING ADVERTISING**  
                              **(CAL. BUS. & PROF. CODE § 17500, *et seq.*)**

23           72.    Plaintiff incorporates by this reference the allegations contained in the preceding  
24 paragraphs as if fully set forth herein.

25           73.    Plaintiff brings this claim individually and on behalf of the proposed Class against  
26 Defendants.

27           74.    As alleged herein, Plaintiff has standing to pursue this claim as Plaintiff has  
28



1 suffered injury in fact and has lost money or property as a result of Defendants' actions.  
2 Specifically, Plaintiff purchased Easy HD Visor for his own personal use. In so doing, Plaintiff  
3 relied upon the false representations regarding Easy HD Visor referenced above. Plaintiff would  
4 not have purchased Easy HD Visor had he known that Defendants' claims about the products  
5 were false and that Defendant's shipping and processing charges were unlawful.

6 75. Defendants violated Business & Professions Code § 17500 by publicly  
7 disseminating false and misleading advertisements regarding Easy HD Visor.

8 76. Defendants' false and misleading advertisements were disseminated to increase the  
9 sales of Easy HD Visor.

10 77. Defendants knew or should have known that their advertisements for Easy HD  
11 Visor were false and misleading.

12 78. Furthermore, Defendants publicly disseminated the false and misleading  
13 advertisements.

14 79. Defendants violated Business & Professions Code §17537 by charging  
15 unreasonable and excessive shipping and processing fees for Easy HD Visor, and charging  
16 unreasonable "processing" charges as a condition for the advertised "free" product offer.

17 80. Plaintiff and the members of the Class have suffered harm as a result of these  
18 violations of the FAL because they have incurred charges and/or paid monies for Easy HD Visor  
19 that they otherwise would not have incurred or paid.

20 81. Defendants are aware, or by the exercise of reasonable care should have been  
21 aware, that the representations were untrue or misleading.

22 82. Plaintiff and the members of the Class have suffered injury in fact and have lost  
23 money as a result of Defendant's false representations and false advertising.

24 83. Pursuant to Business & Professions Code § 17535, Plaintiff and the members of  
25 the putative Class seek an order of this Court enjoining Defendant from continuing to engage,  
26 use, or employ their practice of advertising the sale and use of Easy HD Visor.

27 84. Likewise, Plaintiff and the members of the putative Class seek an order requiring  
28 Defendant to disclose such misrepresentations, and additionally request an order awarding

1 Plaintiffs and other members of the putative class restitution of the money wrongfully acquired by  
2 Defendants by means of responsibility attached to Defendants' failure to disclose the existence  
3 and significance of said misrepresentations.

4 **THIRD CAUSE OF ACTION**  
5 **VIOLATION OF CALIFORNIA LEGAL REMEDIES ACT**  
6 **(CAL. CIV. CODE § 1750 et seq.)**

7 85. Plaintiff incorporates by this reference the allegations contained in the preceding  
8 paragraphs as if fully set forth herein.

9 86. Plaintiff brings this claim individually and on behalf of the proposed Class against  
10 Defendants.

11 87. As alleged herein, Plaintiff has standing to pursue this claim as Plaintiff has  
12 suffered injury in fact and has lost money or property as a result of Defendants' actions.  
13 Specifically, Plaintiff purchased Easy HD Visor for his own personal use. In so doing, Plaintiff  
14 relied upon the material false representations regarding Easy HD Visor referenced above. Plaintiff  
15 would not have purchased Easy HD Visor had he known that Defendants' claims about the  
16 products were false and that Defendant's shipping and processing charges were unlawful.

17 88. Defendants have violated and continue to violate the CLRA by engaging in the  
18 following practices proscribed by California Civil Code §1770(a) in transactions with Plaintiff  
19 and the Class which were intended to result in, and did result in, the sale of Easy HD Visor;  
20 §1770(a) (5) Representing that [Easy HD Visor has] ... characteristics, ... uses [or] benefits ...  
21 which [it does] not have ... and §1770(a) (7) Representing that [Easy HD Visor is] of a particular  
22 standard, quality or grade ... if [it is] of another.

23 89. Plaintiff notified Defendants as required by Civil Code Section 1782(a) of the  
24 violations alleged herein.

25 90. Defendants' wrongful business practices constituted, and constitute, a continuing  
26 course of conduct in violation of the CLRA. Pursuant to *Civil Code* § 1782(d), Plaintiff and the  
27 Class seek a Court order enjoining the above-described wrongful acts and practices of Defendants  
28 along with any other conduct found by the Court to be illegal, fraudulent, misleading, unlawful,

1 unfair and/or deceptive conduct.

2 91. Plaintiff engaged counsel to prosecute this action and is entitled to recover costs  
3 and reasonable attorney's fees according to proof at trial.

4 **FOURTH CAUSE OF ACTION**

5 **COMMON LAW FRAUD**

6 92. Plaintiff incorporates by this reference the allegations contained in the preceding  
7 paragraphs as if fully set forth herein.

8 93. Plaintiffs bring this claim individually and on behalf of the proposed Class against  
9 Defendants.

10 94. Defendants represented, in a single, consistent and uniform manner, the alleged  
11 benefits of Easy HD Visor.

12 95. Defendants' statements about Easy HD Visor as set forth more fully above are  
13 false.

14 96. Defendants knew or should have known that the representations set forth herein  
15 were false when such representations were made and/or made the representations recklessly and  
16 without regard for the truth.

17 97. Plaintiff and the Class reasonably relied upon Defendants' false representations in  
18 purchasing Easy HD Visor.

19 98. Defendants' misleading and fraudulent conduct was knowing, deliberate, wanton,  
20 willful, oppressive and undertaken in conscious disregard of, and with reckless indifference to,  
21 Plaintiff and members of the Class' interest, and otherwise of the character warranting the  
22 imposition of punitive damages pursuant to section 3294 of the Civil Code.

23 99. Plaintiff and the Class suffered real economic losses and harm as a result of  
24 Defendants' intentional misrepresentations and active concealment, as set forth specifically  
25 herein.

26 100. Plaintiff's and the Class' reliance on Defendants' representations were a  
27 substantial factor in causing the harm to Plaintiffs and the Class.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and as a representative of all other persons similarly situated, prays for judgment against Defendants, as follows:

1. An order certifying that the action may be maintained as a Class Action;
2. An order enjoining Defendants from pursuing the policies, acts, and practices complained of herein.
3. An order requiring Defendants to pay restitution to Plaintiffs and all members of the Class;
4. An order requiring Defendants to pay actual damages to Plaintiffs and all members of the Class;
5. An order requiring Defendants to pay treble damages pursuant to Business & Professions Code §17537;
6. An order requiring Defendants to pay punitive damages to Plaintiff and all members of the Class;
7. For pre-judgment interest from the date of filing this suit;
8. For reasonable attorneys' fees;
9. Costs of this suit; and,
10. Such other and further relief as the Court may deem necessary and appropriate.

DATED: August 7, 2014

MILSTEIN ADELMAN LLP

By: 

Gillian L. Wade  
Allison R. Willett  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury as to all claims for which the right to jury trial is provided.

DATED: August 7, 2014

**MILSTEIN ADELMAN LLP**

By: 

Gillian L. Wade  
Allison R. Willett  
Attorneys for Plaintiff

**FEDERAL COURT PROOF OF SERVICE**

***DEMIRJIAN v. NORMAN DIRECT, LLC, etc., et al.*** - File No.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to the action. My business address is 221 North Figueroa Street, Suite 1200, Los Angeles, CA 90012. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

On September 15, 2014, I served the following document(s): **NOTICE OF REMOVAL**

I served the documents on the following persons at the following addresses (including fax numbers and e-mail addresses, if applicable):

MILSTEIN ADELMAN, LLP  
Gillian L. Wade, SBN: 229124  
2800 Donald Douglas Loop North  
Santa Monica, CA 90405  
Tel: (310) 396-9600  
Fax: (310) 396-9635

The documents were served by the following means:

☒ (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed above and I deposited the sealed envelope or package with the U.S. Postal Service, with the postage fully prepaid.

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

Executed on September 15, 2014, at Los Angeles, California.

  
SUE VIGIL



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

I. (a) **PLAINTIFFS** (Check box if you are representing yourself ☐)  
SEVAG DEMIRJIAN, individually and on behalf of all others similarly situated

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

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

MILSTEIN ADELMAN, LLP  
Gillian L. Wade, SBN: 229124  
2800 Donald Douglas Loop North  
Santa Monica, CA 90405  
Tel: (310) 396-9600  
Fax: (310) 396-9635

**DEFENDANTS** (Check box if you are representing yourself ☐)  
NORMAN DIRECT, LLC, a Wisconsin Limited Liability Company;  
CHRISTOPHER MORGAN, LLC, a Wisconsin, etc.

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

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

Stephen H. Turner (SBN: 89627)  
LEWIS BRISBOIS BISGAARD & SMITH, LLP  
221 N. Figueroa St., Ste. 1200  
Los Angeles, CA 90012  
Tel: (213) 250-1200  
Fax: (213) 250-7900

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

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

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

- |   |   |                                       |   |                                |                                       |
|---|---|---------------------------------------|---|--------------------------------|---------------------------------------|
| Citizen of This State                   | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1        | Incorporated or Principal Place of Business in this State     | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4        |
| Citizen of Another State                | <input type="checkbox"/> 2                | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5     | <input 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. 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: \$ 5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

## 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	<b>Habeas Corpus:</b>	<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	<b>TORTS</b>	<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	<b>PERSONAL INJURY</b>	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 530 General	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	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	<b>Other:</b>	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	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/DIMW (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	<b>BANKRUPTCY</b>	<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	<b>FEDERAL TAX SUITS</b>
<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	<b>FORFEITURE/PENALTY</b>	<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	<b>CIVIL RIGHTS</b>	<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	<b>REAL PROPERTY</b>	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<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	<b>LABOR</b>	
<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"/> 710 Fair Labor Standards Act	
<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"/> 720 Labor/Mgmt. Relations	
<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"/> 740 Railway Labor Act	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

• FOR OFFICE USE ONLY:

Case Number:

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will 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.

<b>Question A: Was this case removed from state court?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF: <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input checked="" type="checkbox"/> Riverside or San Bernardino	INITIAL DIVISION IN CACD IS:  Western  Southern  Eastern
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<b>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," skip to Question C. If "yes," answer Question B.1, at right.	<b>B.1.</b> Do 50% or more of the defendants who reside in the district reside in Orange Co.?  <i>check one of the boxes to the right</i> ➔  <b>B.2.</b> Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)  <i>check one of the boxes to the right</i> ➔	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Continue to Question B.2.  <input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.
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<b>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," skip to Question D. If "yes," answer Question C.1, at right.	<b>C.1.</b> Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.?  <i>check one of the boxes to the right</i> ➔  <b>C.2.</b> Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)  <i>check one of the boxes to the right</i> ➔	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Continue to Question C.2.  <input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.
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<b>QUESTION D: Location of plaintiffs and defendants?</b>	<b>A.</b> Orange County	<b>B.</b> Riverside or San Bernardino County	<b>C.</b> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  

<b>D.1. Is there at least one answer in Column A?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "yes," your case will initially be assigned to the SOUTHERN DIVISION.  Enter "Southern" in response to Question E, below, and continue from there.  If "no," go to question D2 to the right.   ➔	<b>D.2. Is there at least one answer in Column B?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below.  If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below.   ↓
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<b>QUESTION E: Initial Division?</b>  Enter the initial division determined by Question A, B, C, or D above:   ➔	INITIAL DIVISION IN CACD  Eastern
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<b>QUESTION F: Northern Counties?</b>  Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s): \_\_\_\_\_

IX(b). RELATED CASES: Is this case related (as defined below) to any cases previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s): \_\_\_\_\_

Civil cases are related when they: (1) arise from the same or a closely related transaction, happening, or event; (2) call for determination of the same or substantially related or similar questions of law and fact; or (3) for other reasons would entail substantial duplication of labor if heard by different judges. That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): /s/Stephen H. Turner

DATE: September 15, 2015

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

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. 1395FF(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))



**FEDERAL COURT PROOF OF SERVICE**

***DEMIRJIAN v. NORMAN DIRECT, LLC, etc., et al.*** - File No.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to the action. My business address is 221 North Figueroa Street, Suite 1200, Los Angeles, CA 90012. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

On September 15, 2014, I served the following document(s): **CIVIL COVER SHEET**

I served the documents on the following persons at the following addresses (including fax numbers and e-mail addresses, if applicable):

MILSTEIN ADELMAN, LLP  
Gillian L. Wade, SBN: 229124  
2800 Donald Douglas Loop North  
Santa Monica, CA 90405  
Tel: (310) 396-9600  
Fax: (310) 396-9635

The documents were served by the following means:

☒ (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed above and I deposited the sealed envelope or package with the U.S. Postal Service, with the postage fully prepaid.

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

Executed on September 15, 2014, at Los Angeles, California.

  
SUE VIGIL