

ORIGINAL

312 William Highberger

07/31/2015

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SHAWN WESTRICK (SBN 235313)
KAWAHITO SHRAGA & WESTRICK LLP
1990 South Bundy Dr., Suite 280
Los Angeles, California 90025
Telephone: (310) 746-5300
Facsimile: (310) 593-2520

609/9048 CA

FILED
Superior Court of California
County of Los Angeles

JUL 31 2015

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden Deputy

Attorneys for Plaintiffs Rachelle Erratchu and Class Members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BC 5 8 9 6 8 7

RACHELLE ERRATCHU, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiffs,

vs.

FTD.COM INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case Number:

CLASS ACTION COMPLAINT

- (1) Unjust Enrichment;
- (2) Negligent Misrepresentation;
- (3) Violation of California Business & Professions Code § 17200, et seq.;
- (4) Violation of California Business & Professions Code § 17500, et seq. and California Civil Code § 1770, et seq.
- (5) Violation of California Civil Code § 1770, et seq.

CA

CIT/CASE #: BC589687
LEA/DEF #: 310

RECEIPT #: CCH465980079
DATE PAID: 07/31/15 03:04 PM
PAYMENT: \$1,000.00
RECEIVED: 310

CIT/CASE #: BC589687
LEA/DEF #: 310

RECEIPT #: CCH465980078
DATE PAID: 07/31/15 03:04 PM
PAYMENT: \$435.00
RECEIVED: 310

CHECK: \$1,000.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

1 Plaintiff Rachelle Erratchu ("Plaintiff"), by and through her attorneys, brings this class
2 action on behalf of herself and other similarly situated persons ("Class"), and alleges as follows:

3 **NATURE OF THE CASE**

- 4 1) This is an action to recover damages and restitution and to force FTD.COM Inc.
5 ("FTD") to disgorge all ill-obtained monies resulting from its deceptive business practices.
6 2) FTD, through its website www.ftd.com ("website"), markets and sells floral
7 arrangements to consumers in California and throughout the United States.
8 3) California protects consumers from businesses who engage in unfair business
9 practices by prohibiting certain conduct, as codified through statute in both the California Civil
10 Code and California Business and Professions Code.
11 4) Through its website, FTDmarkets flowers and floral arrangements that customers can
12 purchase.
13 5) FTD markets floral arrangements on its website under various categories such as "best
14 sellers," "seasonal flower market," "mixed bouquets," "roses," etc. Each category has various
15 floral arrangements advertised by a picture of the specific arrangement.
16 6) Consumers take great care in selecting specific flowers or floral arrangements based on
17 the pictures. As such, the pictures of the flowers and/or floral arrangements are material to any
18 purchase.
19 7) Once a customer clicks on a specific floral arrangement or flowers, FTD takes the
20 consumer to a page that provides a larger picture of the item and a detailed description of the
21 floral arrangement or flowers.
22 8) From this page, customers make the decision to purchase by clicking on a button that
23 says "add to cart."
24 9) Notwithstanding the fact that FTD provides a picture and description of the specific
25 floral arrangement and/or flowers that consumers select to purchase on its webpage, FTD
26 maintains a hidden "substitution policy" whereby it can change the flowers themselves, the colors
27 of the flowers, or the vase/container.
28

07/31/2015

1 10) As a result of FTD's hidden substitution policy, the flowers and/or the floral
2 arrangements sent to recipients contain subpar substitutions and are often very different from the
3 pictures on FTD's website relied upon by the purchaser of the flower.

4 11) In essence, FTD markets specific flowers and floral arrangements through its
5 advertisements on its websites that consumers can purchase. However, it then uses a hidden
6 disclaimer, which it relies upon to ship products significantly different from those purchased by
7 the consumer. Because the vast majority of these purchases are sent directly to the recipient,
8 who is usually different than the purchaser, the purchaser often will not learn that the recipient
9 received flowers/floral arrangements different from those he/she specifically selected on FTD's
10 webpage. By the same token, the recipient will not know what the purchaser selected and
11 whether the purchaser purchased flowers different from those he/she received.

12 12) FTD fails to adequately disclose its substitution policy, which contradicts the
13 representation that FTD will ship the floral arrangement in the picture/description specifically
14 selected by the consumer.

15 13) As a direct result of FTD's advertising of its floral arrangements with the misleading
16 pictures, Plaintiff reasonably believed and other putative Class members would reasonably
17 believe that the floral arrangements they purchased would be the arrangements pictured on FTD's
18 website.

19 14) Every floral arrangement containing substitutions purchased by a consumer that
20 viewed the misleading pictures on FTD's website results in unlawfully gained profits for FTD, as
21 it acquired the profits from the purchase of floral arrangements it would/may not have received,
22 had it not used the misleading pictures and hidden its substitution policy on its website.

23 15) At all relevant times herein mentioned, FTD had an incentive to falsely advertise its
24 floral arrangements with pictures and hide its substitution policy as it attracted Plaintiff and the
25 Class members, enticed them into considering FTD as a florist, and led to sales based on the
26 reasonable assumption that the floral arrangements they purchased would look like the
27 arrangements pictured on FTD's website.
28

JURISDICTION AND VENUE

1
2
3 16) This action is brought as a class action pursuant to California Code of Civil
4 Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds the
5 minimal jurisdictional limits of the Superior Court and will be established according to proof at
6 trial.

7 17) This Court has jurisdiction over this action pursuant to California Constitution Article
8 VI, § 10, which grants the Superior Court “original jurisdiction in all causes except those given
9 by statute to other courts.” The statutes under which this action is brought do not specify any
10 other basis for jurisdiction.

11 18) This Court has jurisdiction over Defendants due to their sufficient minimum contacts
12 in California as well as the fact that they have intentionally availed themselves of the California
13 market so as to render the exercise of jurisdiction over them by the California courts consistent
14 with traditional notions of fair play and substantial justice.

15 19) Venue is proper in this Court because, upon information and belief, the named
16 Defendant transacts business in Los Angeles County and has received substantial compensation
17 for the sale of floral arrangements in Los Angeles County. Furthermore, it is in Los Angeles
18 County where a substantial number of those Class members reside.

THE PARTIES

19 20) Plaintiff Erratchu is a resident of the State of California.

20 21) Defendant FTD.COM Inc. was and is, upon information and belief, a Delaware
21 corporation with its principal place of business in Downers Grove, Illinois.

22 22) FTD has been operating the www.ftd.com retail website for direct marketing to
23 consumers of floral arrangements since 1995. FTD conducts business and is engaged in
24 commerce throughout this county, the State of California, and the United States of America.

25 23) Plaintiff is unaware of the true names or capacities of the Defendants sued herein
26 under the fictitious names DOES 1-10, but pray for leave to amend and serve such fictitiously
27 named Defendants pursuant to California Code of Civil Procedure § 474, once their names and
28

07/31/2015

1 capacities become known.

2 24) Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
3 omissions alleged herein were performed by, or are attributable to, Defendants FTD.COM Inc.,
4 and DOES 1-10 (collectively, "Defendants"), each acting as the agent for the other, with legal
5 authority to act on the other's behalf. The acts of any and all Defendants were in accordance
6 with, and represent the official policies of Defendants FTD.

7 25) At all times herein mentioned, Defendants, and each of them, ratified each and every
8 act or omission complained of herein. At all times herein mentioned, Defendants, and each of
9 them, aided and abetted the acts and omissions of each and all the other Defendants in
10 proximately causing the damages herein alleged.

11 26) Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
12 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
13 occurrences, and transactions alleged herein.

14 **CLASS ACTION ALLEGATIONS**

15 27) Plaintiff brings this action on her own behalf, as well as on behalf of each and every
16 other person similarly situated throughout the State of California ("Class"), for Defendants'
17 violations of California law as set forth infra.

18 28) All claims alleged herein arise under California law.

19 29) There are common questions of law and fact as to the Class members that predominate
20 over questions affecting only individual members, including but not limited to:

21 a. Whether Defendants uniformly used pictures on FTD's website to depict the floral
22 arrangements marketed and sold by FTD in California;

23 b. Whether the use of these pictures conveys to a reasonable person that the floral
24 arrangement he or she specifically selected would look like the picture on FTD's website;

25 c. Whether the pictures/descriptions used to depict the flowers and floral arrangements
26 are a material part of the advertisements;

27 d. Whether FTD may contradict the representation that consumers would receive the
28

1 flowers depicted in the pictures of the advertisement through a hidden disclaimer.

2 e. Whether the substitution policy that disclaims the representations in the initial
3 advertisement are clear and conspicuous such as to put a reasonable consumer on notice that the
4 flowers/floral arrangements contained in pictures and descriptions of the advertisements are not
5 what recipients will receive. ;

6 d. Whether the use of misleading pictures to advertise the floral arrangements sold by
7 Defendants constitutes false advertising and is in violation of Section 1770 et seq. of the
8 California Civil Code as well as Section 17200 et seq. of the California Business and Professions
9 Code and 17500 et seq. of the California Business and Professions Code.

10 e. Whether Defendants negligently hid their substitution policy in order to lead the
11 purchaser to believe that the floral arrangement shipped to the recipient would look like the
12 picture of the arrangement that the purchaser specifically selected;

13 f. Whether Defendants have been unjustly enriched by leading Plaintiff and the other
14 Class members to believe that FTD will ship the floral arrangement in the picture specifically
15 selected by the consumer; and

16 g. The appropriate amount of damages, restitution, or monetary penalties resulting
17 from Defendants' conduct.

18 30) The proposed Class members consists of and is defined as:

19 All persons in the State of California who have purchased a floral arrangement
20 from FTD that contained substitutions.

21 31) The Class members seeks certification for claims of: 1) negligent misrepresentation, 2)
22 unjust enrichment, 3) Section 17200, et seq. of the California Business and Professions Code, 4)
23 Sections 17500, et seq. of the California Business and Professions Code; and 5) Section 1770, et
24 seq. of the California Civil Code.

25 32) There is a well-defined community of interest in the litigation and the class is easily
26 ascertainable:

27 a. Numerosity: The members of the Class (and each subclass, if any) are so
28

1 numerous that joinder of all members would be unfeasible and impractical. The membership of
2 the entire Class is unknown to Plaintiff at this time, however, the Class is estimated to be at least
3 1,000 individuals and the identity of such membership is reasonably ascertainable by inspection
4 of Defendants' business records and through Class discovery.

5 b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
6 interests of each Class member with whom she has a well-defined community of interest, and
7 Plaintiff's claims (or defenses, if any) are typical of all Class members' as demonstrated herein.

8 c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect the
9 interests of each Class member with whom she has a well-defined community of interest and
10 typicality of claims, as alleged herein. Plaintiff acknowledges that she has an obligation to make
11 known to the Court any relationship, conflicts, or differences with any Class member. Plaintiff's
12 attorneys and the proposed Class counsel are versed in the rules governing class action discovery,
13 certification, and settlement. Plaintiff has incurred, and throughout the duration of this action will
14 continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended
15 for the prosecution of this action for the substantial benefit of each Class member.

16 d. Superiority: The nature of this action makes the use of class action adjudication
17 superior to other methods. Class action will achieve economies of time, effort and expense as
18 compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues
19 can be adjudicated in the same manner and at the same time for the entire class.

20 e. Public Policy Considerations: Companies have an incentive to engage in unfair,
21 deceptive, untrue, and misleading advertising. Advertising a product deceptively, or falsely,
22 entices the consumer to engage in a transaction for a product that they would/may not have had
23 otherwise had the seller advertised truthfully. Recognizing that these types of business practices
24 harm the consumer and threaten the public's confidence in the "marketplace," the California
25 state legislature has enacted laws prohibiting companies from advertising goods or services with
26 intent not to sell them as advertised and by falsely representing a product in order to create a
27 sale for a profit. The price paid for a floral arrangement, including all shipping/service and
28

1 same day delivery fees, is often of a small monetary value. Therefore, absent a class action
2 lawsuit, individuals are unlikely to enforce their rights in court. Finally, companies employing
3 deceptive and unfair business practices, such as Defendants, are unlikely to alter their conduct
4 unless faced with the prospect of an aggregate judgment under a class action lawsuit.

5 **FACTUAL ALLEGATIONS**

6 33) FTD has been operating the www.ftd.com retail website for direct marketing to
7 consumers of floral arrangements since 1995.

8 34) Consumers take great care in selecting a floral arrangement based on the holiday or
9 event for which the arrangement is purchased and on the special meaning of the colors/types of
10 flowers in the arrangement.

11 35) FTD acknowledges this by displaying pictures of each of its floral arrangement on
12 www.ftd.com and by allowing consumers to search for arrangements by occasion and type of
13 flower.

14 36) The web page for each floral arrangement displays the name of the arrangement and
15 beneath it, a picture of the arrangement. To the right of the picture is a list of prices, which
16 correspond to the number of "stems" in, or the lushness of, the arrangement. When the consumer
17 selects a price, the picture on the left changes to show what the arrangement will look like with
18 the number of stems/lushness selected.

19 37) Beneath the picture is a product description, which includes the types and colors of
20 flowers contained in the floral arrangement.

21 38) Also to the right of the picture and product description are options for the consumer to
22 enter the delivery zip code and date of delivery, an "ADD TO CART" button, and a box with two
23 tabs. The first tab, which is initially displayed, is entitled "Delivery Method." The second tab is
24 entitled "Delivery/Substitution Policy."

25 39) When the "Delivery/Substitution Policy" tab is selected, the box beneath it displays
26 the delivery policy as well as the following text:

27 All items featured on this Web site represent the types of products FTD.COM offers
28

1 and may vary depending upon availability in certain regions.

2 Substitution Policy

3 40) Although the phrase “Substitution Policy” is a hyperlink, it is the same font, size, and
4 typeface as the un-hyperlinked text that precedes it. The “Substitution Policy” hyperlink only
5 becomes underlined if the cursor is intentionally hovered over it.

6 41) Clicking the hyperlink text takes the user to a separate page that describes FTD’s
7 substitution policy.

8 42) The policy states that substitutions may be necessary to ensure that the consumer’s
9 arrangement is delivered in a timely manner, but “[t]he utmost care and attention is given to your
10 order to ensure that it is as similar as possible to the requested item.”

11 43) The policy also states that: (1) “[i]n arrangements of assorted flowers, the colors
12 shown online will be used if at all possible, even if this means substituting other kinds of flowers
13 of equal or greater value; (2) “[f]or one-of-a-kind flower arrangements, such as all roses or all
14 lilies, we will make every attempt to match the flower type, but may substitute with another color;
15 and (3) “[i]f the floral container shown online is not available, a similar container will be used.”

16 44) On or around January 14, 2014, Plaintiff Erratchu purchased two “Thinking Of You
17 Bouquet” floral arrangements through www.ftd.com for two sisters who had just lost their uncle.

18 45) The picture and description of the floral arrangement on FTD’s website of the
19 “Thinking of You Bouquet” were material representations that Plaintiff relied upon in selecting
20 this particular arrangement.

21 46) Plaintiff intended for the floral arrangements to be identical and to arrive on the same
22 date and time so that the recipients felt like they were being equally respected in their loss.

23 47) Even though the floral arrangements were ordered in a single transaction and were to
24 be delivered to the same address on the same date, the arrangements arrived hours apart and did
25 not look remotely alike. Moreover, each of the arrangements contained subpar substitutions, and
26 neither looked like the “Thinking Of You Bouquet” pictured on www.FTD.com.

27 48) FTD’s substitution policy was not adequately disclosed to Plaintiff at the time she
28

07/31/2015

1 purchased the floral arrangements, and had she been aware of such a policy, she never would
2 have purchased the arrangements from FTD.

3 49) Each of the floral arrangements purchased by Plaintiff Erratchu and the Class
4 members contained substitutions and did not look like the arrangement pictured on FTD's
5 website.

6 50) Plaintiff is informed and believes, and thereon alleges, that the Class members
7 suffered similar damages as a result of their reasonable belief that the floral arrangements they
8 specifically selected would look like the pictures on www.ftd.com.

9 51) As a direct result of Defendants' improper and unlawful advertising of their floral
10 arrangements, Plaintiff Erratchu and other Class members who purchased floral arrangements
11 containing substitutions have suffered damages in that they have lost their benefit of the bargain
12 due to the fact that they purchased floral arrangements with the reasonable expectation that the
13 arrangements they specifically selected would like the pictures on www.ftd.com.

14 52) On information and belief, Defendants' advertised and marketed the floral
15 arrangements with pictures, and hid their substitution policy, to induce consumers to purchase
16 their floral arrangements.

17 53) Each time a floral arrangement containing substitutions is purchased from FTD,
18 Defendants obtain a windfall profit in that they retain the proceeds from a sale they would/may
19 not have received otherwise, had they advertised the product truthfully.

20 54) Defendants have an incentive to deceptively advertise their floral arrangements as
21 looking like the pictures on their website and to hide their substitution policy.

22 55) Plaintiff is informed and believes that Defendants knew or should have known that
23 purchasers of their floral arrangements would reasonably believe that the arrangements they
24 specifically selected would like those pictured on www.ftd.com.

25 56) Plaintiff is informed and believes that Defendants intended these pictures to
26 improperly and unlawfully deceive Plaintiff and other Class members into believing that the
27 arrangements they specifically selected would like the pictures on their website and would not
28

1 contain substitutions.

2 57) Plaintiff is informed and believes that Defendants have wrongfully retained significant
3 revenue from the sale of floral arrangements containing subpar substitutions, through Plaintiffs'
4 and the other Class members' belief that the arrangements they specifically selected would like
5 the pictures on their website.

6 58) Plaintiff is informed and believes, and thereon alleges, that Defendants were advised
7 by skilled lawyers and other professionals, employees, and advisors knowledgeable about
8 California and other state laws regarding consumer protection.

9 59) Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
10 have known that the floral arrangements sold and marketed by them in California are prohibited
11 from advertising goods or services with intent not to sell them as advertised and by falsely
12 representing a product in order to create a sale for a profit.

13 60) Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known they had a legal obligation to adequately
15 disclose that the floral arrangement shipped to the recipient may contain substitutions and look
16 different from the picture of the arrangement specifically selected by the consumer on
17 www.ftd.com. Nonetheless, Defendants willfully, knowingly, and intentionally failed to do so in
18 order to increase Defendants' profits.

19
20 **FIRST CAUSE OF ACTION**

21 **Unjust Enrichment**

22 **(By Plaintiff Erratchu And Similarly Situated Class Members)**

23 61) Plaintiff incorporates by reference and re-alleges as if fully stated herein the material
24 allegations set out in paragraphs 1 through 60.

25 62) The following statutes enacted in California, prevent companies from engaging in
26 deceptive advertising that misrepresents their product to the consumer: Cal. Civ. Code § 1770, et
27 seq. and Cal. Bus. & Prof. Code § 17200, et seq. and § 17500, et seq.

28 63) Defendants marketed their floral arrangements on their website with pictures of the

1 arrangements.

2 64) The floral arrangements which were advertised with pictures were in fact subject to a
3 “substitution policy,” under which FTD shipped arrangements to consumers containing subpar
4 substitutions and that looked different from the pictures on www.ftd.com.

5 65) Plaintiff Erratchu and the other similarly situated Class members have conferred a
6 benefit or enrichment upon Defendants by purchasing floral arrangement from FTD that
7 contained subpar substitutions.

8 66) By advertising the floral arrangements with pictures and hiding their substitution
9 policy, Defendants have improperly and unlawfully led the Class members into not only engaging
10 in business under a false pretence, but also purchasing floral arrangements that they would/may
11 not have purchased had Defendants not used the misleading pictures and hid their substitution
12 policy. This was done despite the fact that such false and misleading advertising is prohibited by
13 the above-noted statutes.

14 67) Defendants have retained the funds from these purchases and have failed to return to
15 the Class members the monies paid for floral arrangements containing subpar substitutions.

16 68) Under such circumstances, it would be inequitable and unjust to permit Defendants to
17 retain such monies.

18 69) Plaintiff and the Class members request that Defendants disgorge all monies paid for
19 floral arrangements which were advertised on www.ftd.com with pictures when in fact, the
20 arrangements shipped to recipients contained subpar substitutions.

21 **SECOND CAUSE OF ACTION**

22 **Negligent Misrepresentation**

23 **(By Plaintiff Erratchu And Similarly Situated Class Members)**

24 70) Plaintiff incorporates by reference and re-alleges as if fully stated herein the material
25 allegations set out in paragraphs 1 through 69.

26 71) At all times herein set forth, Defendants knew or should have known that floral
27 arrangements sold in the state of California must not be misrepresented and advertised falsely, as
28

07/31/2015

1 stated in Cal. Civ. Code § 1770, et seq. and Cal. Bus. & Prof. Code § 17200, et seq. and § 17500,
2 et seq.

3 72) Nonetheless, Defendants marketed and sold floral arrangements as looking like the
4 pictures advertised on www.ftd.com when they in fact shipped arrangements to recipients that
5 contained subpar substitutions and were therefore in violation of the relevant statutes.

6 73) Accordingly, Defendants made a single, material misrepresentation to all the members
7 of the California Class.

8 74) Plaintiff relied on this misrepresentation and did in fact believe that the arrangements
9 she ordered would look like the picture of the "Thinking of You Bouquet" on www.ftd.com and
10 would not contain substitutions without her consent. But for the picture of the "Thinking of You
11 Bouquet" on FTD's website, Plaintiff would not purchased the floral arrangement.

12 75) As a result, the floral arrangements were purchased under a misconception that they
13 would like the pictures on FTD's website and would not contain unauthorized substitutions.

14 76) The floral arrangements falsely advertised with pictures on www.ftd.com constitute a
15 uniform misrepresentation to all members of the Class, and such misrepresentation is material to
16 any person purchasing a floral arrangement from FTD to permit an inference of common reliance
17 among the class.

18 77) Based on Defendants' misrepresentation, Plaintiff Erratchu and similarly situated
19 Class members lost the monies paid for floral arrangements containing subpar substitutions,
20 including all shipping/service and same day delivery fees.

21 78) Defendants' knew or should have known that by advertising their floral arrangements
22 with pictures, the Class Members would believe that the floral arrangements shipped to recipients
23 would like the pictures. Nonetheless, Defendants' negligently advertised their floral
24 arrangements with pictures and hid their substitution policy when in fact, the arrangements
25 shipped to recipients contained subpar substitutions. Accordingly, Defendants' actions were
26 malicious and oppressive thereby entitling the Class Members to punitive damages in an amount
27 to be determined at trial.
28

1
2
3 **THIRD CAUSE OF ACTION**

4 **Violation of California Business & Professions Code § 17200, et seq.**

5 **(By Plaintiff Erratchu And Similarly Situated Class Members)**

6 79) Plaintiff incorporates by reference and re-alleges as if fully stated herein the material
7 allegations set out in paragraphs 1 through 78.

8 80) Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful, and harmful to Plaintiff, the other Class members, and to the general public. Plaintiff
10 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
11 Procedure § 1021.5.

12 81) Defendants' activities as alleged herein in are violations of California law, and
13 constitute unfair, deceptive, untrue or misleading advertising in violation of California Business
14 & Professions Code § 17200, et seq. as well as Section 5 of the Federal Trade Commission Act
15 (15 U.S.C. § 45).

16 82) Defendants' acts also fall within the "unlawful" business practice prong of California
17 Business & Professions Code § 17200, et seq.

18 83) Plaintiff and the putative Class members have been personally aggrieved by
19 Defendants' unfair advertising and unlawful business practices as alleged herein, including but
20 not limited to the loss of money or property.

21 84) Pursuant to California Business & Professions Code § 17200, et seq., Plaintiff and the
22 putative Class members are entitled to restitution of the monies paid for floral arrangements
23 containing subpar substitutions, including all shipping/service and same day delivery fees, as well
24 as disgorgement of any profits illegally obtained by Defendants during a period that commences
25 four years prior to the filing of this complaint; a permanent injunction requiring Defendants to (1)
26 on the FTD.com product page on which a customer has the option of placing an item into his/her
27 virtual cart, FTD should include a "Delivery/Substitution Policy" tab in close proximity to the
28 "Continue" button (or whatever similar link customers use to begin the order process). When a
customer clicks on the tab, it includes the statement that "substitutions may be necessary" (or

07/31/2015

1 words to that effect) and should include a hyperlink (in a color different than the regular text
2 color) to FTD's full substitution policy; (2) after the consumer adds an item to his/her cart, he/she
3 should be taken to a secondary page on FTD.com where the customer can choose to continue
4 shopping or checkout. FTD should include on that page a hyperlink titled "Substitution Policy"
5 that links to the substitution policy; and (3) on the final billing and review page that a customer
6 visits on FTD.com to finalize and place an order, FTD should expressly note that by placing an
7 order the customer agrees to FTD's "Terms of Use." The customer will be able to click on a
8 hyperlink to read those terms, which will include a disclosure about the potential for substitutions.

9 **FOURTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code § 17500, et seq.**

11 **(By Plaintiff Erratchu And Similarly Situated Class Members)**

12 85) Plaintiff incorporates by reference and re-alleges as if fully stated herein the material
13 allegations set out in paragraphs 1 through 84.

14 86) Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful, and harmful to Plaintiff, the other Class members, and to the general public. Plaintiff
16 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
17 Procedure § 1021.5.

18 87) At all relevant times herein alleged, Defendants have violated California Business &
19 Professions Code § 17500, et. seq. by selling floral arrangements through false and deceptive
20 advertising. In particular, Defendants enticed customers into purchasing floral arrangements by
21 advertising them on FTD's website with pictures, when in fact the arrangements shipped to
22 recipients contained subpar substitutions and did not look like the pictures.

23 88) At all relevant times herein alleged, Defendants knew or reasonably should have
24 known that advertising in a false or misleading manner is not permitted by law. Therefore,
25 Defendants knew or reasonably should have known that the representation of their floral
26 arrangements as looking like the arrangements in the pictures on www.ftd.com, when in fact the
27 arrangements shipped to recipients contained subpar substitutions was, and is, untrue and
28

1 misleading.

2 **FIFTH CAUSE OF ACTION**

3 **Violation of California Civil Code § 1770, et seq. (Consumer Legal Remedies Act)**

4 **(By Plaintiff Erratchu And Similarly Situated California Class Members)**

5 89) Plaintiff incorporates by reference and re-alleges as if fully stated herein the material
6 allegations set out in paragraphs 1 through 88.

7 90) Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
8 unlawful, and harmful to Plaintiff, the other Class members, and to the general public. Plaintiff
9 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
10 Procedure § 1021.5.

11 91) At all relevant times herein alleged, Defendants have violated California Civil Code §
12 1770, et. seq. by advertising goods or services with intent not to sell them as advertised and by
13 falsely representing a product by hiding FTD's substitution policy in order to create a sale for a
14 profit. In particular, Defendants represented that their floral arrangement looked like the pictures
15 of the arrangements advertised on www.ftd.com when they in fact shipped arrangements to
16 recipients that contained subpar substitutions and did not look like the pictures.

17 92) At all relevant times herein alleged, Defendants have violated California Civil Code §
18 1770(a)(4) by using deceptive representations.

19 93) At all relevant times herein alleged, Defendants have violated California Civil Code §
20 1770(a)(9) by advertising goods or services with intent not to sell them as advertised.

21 94) At all relevant times herein alleged, Defendants have violated California Civil Code §
22 1770(a)(14) by representing that a transaction confers or involves rights, remedies, or obligations
23 which it does not have or involve, or which are prohibited by law.

24 95) Pursuant to California Civil Code § 1782, Plaintiff, on February 27, 2014, thirty days
25 or more prior to filing this claim for damages, notified Defendants via their registered agent of the
26 particular alleged violations of Section 1770 and demanded that they correct or otherwise rectify
27 the services alleged to be in violation of Section 1770. The demand letter was sent via certified
28

1 mail, return receipt requested.

2 96) At all relevant times herein alleged, Defendants knew or reasonably should have
3 known that misrepresentations of a product for sale are prohibited by law. Therefore, Defendants
4 knew or reasonably should have known that the representation that their floral arrangements
5 looked like the pictures of the arrangements advertised on www.ftd.com, when they in fact
6 shipped arrangements to recipients that contained subpar substitutions, was and is untrue and
7 misleading.

8 **REQUEST FOR JURY TRIAL**

9 Plaintiff requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 Plaintiffs, and on behalf of themselves and all others similarly situated, pray for relief and
12 judgment against Defendants, jointly and severally, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;
15 2. That Plaintiff be appointed as the representatives of the Class; and
16 3. That counsel for Plaintiff be appointed as Class counsel.

17 **As to the First Cause of Action**

- 18 1. For restitution in the form of disgorgement of Plaintiffs' ill-gotten profits and
19 restitution to those Class members who purchased floral arrangements from FTD that
20 contained subpar substitutions;
21 2. For pre-judgment interest from the date that such amounts were due;
22 3. For costs of suit incurred herein; and
23 4. For rescission of the purchase.
24 5. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Second Cause of Action**

- 27 1. For compensatory damages including but not limited to the amounts paid for all
28

1 floral arrangements containing subpar substitutions including all shipping/service and
2 same day delivery fees;

3 2. For punitive and exemplary damages in an amount to be determined at trial;

4 3. For costs of suit incurred herein; and

5 4. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 As to the Third Cause of Action

8 1. For disgorgement of any and all monies earned from the sale of floral
9 arrangements containing subpar substitutions that were represented as looking like the
10 pictures of the arrangements on FTD's website;

11 2. For restitution of any and all monies earned from the sale of floral
12 arrangements containing subpar substitutions that were represented as looking like the
13 pictures of the arrangements on FTD's website;

14 3. For the appointment of a receiver to receive, manage and distribute any and all
15 funds disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violations of California Civil Code § 17200, et seq.;

17 4. For reasonable attorney's fees that Plaintiff and other Class members are
18 entitled to recover under California Code of Civil Procedure § 1021.5;

19 5. For costs of suit incurred herein; and

20 6. For such other and further relief as the Court may deem equitable and
21 appropriate including injunctive relief.

22 As to the Fourth Cause of Action

23 1. For disgorgement of any and all monies earned from the sale of floral
24 arrangements containing subpar substitutions that were represented as looking like the
25 pictures of the arrangements on FTD's website;

26 2. For restitution of any and all monies earned from the sale of floral
27 arrangements containing subpar substitutions that were represented as looking like the
28

1 pictures of the arrangements on FTD's website;

2 3. For the appointment of a receiver to receive, manage and distribute any and all
3 funds disgorged from Defendants and determined to have been wrongfully acquired by
4 Defendants as a result of violations of California Business & Professions Code § 17500, et
5 seq.;

6 4. For reasonable attorney's fees that Plaintiff and other Class Members are
7 entitled to recover under California Code of Civil Procedure § 1021.5;

8 5. For costs of suit incurred herein; and

9 6. For such other and further relief as the Court may deem equitable and
10 appropriate including injunctive relief.

11 As to the Fifth Cause of Action

12 1. For actual and statutory damages pursuant to Civil Code § 1780(a)(1).

13 2. For an order enjoining Defendants' unlawful methods, acts, and/or practices
14 pursuant to Civil Code § 1780(a)(2).

15 3. For restitution of any and all monies earned from the sale of floral arrangements
16 containing subpar substitutions that were represented as looking like the pictures of the
17 arrangements on FTD's website;

18 4. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violations of California Business & Professions Code § 1770 et
21 seq.;

22 5. For punitive damages pursuant to Civil Code § 1780(a)(4);

23 6. For reasonable attorneys' fees that Plaintiff and other Class Members are
24 entitled to recover pursuant to Civil Code § 1780(d) and/or California Code of Civil
25 Procedure § 1021.5;

26 7. For costs of suit incurred herein; and

1
2 8. For such other and further relief as the Court may deem equitable and
3 appropriate including injunctive relief.

4 Dated: July 30, 2015

Respectfully Submitted,

5
6 By: 

SHAWN WESTRICK
KAWAHITO SHRAGA & WESTRICK LLP
Attorneys for Plaintiffs/Class Members

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
07/31/2015

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Shawn Westrick (SBN 235313)
 Kawahito Shraga & Westrick LLP
 1990 South Bundy Dr., Suite 280
 Los Angeles, CA 90025
 TELEPHONE NO.: (310) 746-5300 FAX NO.: (310) 593-2520
 ATTORNEY FOR (Name): Plaintiff Rachele Erratchu

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, CA 90012
 BRANCH NAME: Stanley Mosk

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

JUL 31 2015

Sherri R. Carter, Executive Officer/Clerk
 By [Signature] Deputy
 [Signature] Deputy

CASE NAME:
 Rachele Erratchu v. FTD.COM INC.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
BC 589687

JUDGE:
 DEPT:

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

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|---|
| <p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PPD/WD (23)</p> <p>Non-PI/PPD/WD (Other) Tort</p> <p><input checked="" type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PPD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p> | <p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p> | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|--|---|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 5
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 7/31/15
 Shawn Westrick
 (TYPE OR PRINT NAME)

[Signature]
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

ORIGINAL

SHORT TITLE: Erratchu v. FTD.COM INC.

CASE NUMBER BC 5 8 9 6 8 7

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES [checked] CLASS ACTION? [checked] YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 4 HOURS/ / DAYS

Item II. Indicate the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

Table with 3 columns: A Civil Case Cover Sheet Category No., B Type of Action (Check only one), and C Applicable Reasons - See Step 3 Above. Rows include Auto (22), Uninsured Motorist (46), Asbestos (04), Product Liability (24), Medical Malpractice (45), and Other Personal Injury Property Damage Wrongful Death (23).

SHORT TITLE:

Erratchu v. FTD.COM INC.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
		<input type="checkbox"/> A6032 Quiet Title	2., 6.
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.	
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.	
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.	
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.	

SHORT TITLE: Erratchu v. FTD.COM INC.

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

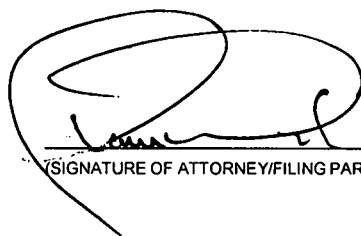
SHORT TITLE: Erratchu v. FTD.COM INC.	CASE NUMBER
--	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: 408 North Doheny Dr., Apt. 2	
	CITY: West Hollywood	STATE: CA

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central _____ District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a).

Dated: 7/31/15



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

07/31/2015 10:21:16