1	SCOTT R. COMMERSON (State Bar No E-mail: scottcommerson@dwt.com	o. 227460)
2	DAVIS WRIGHT TREMAINE LLP	
3 4	865 S. Figueroa St., Suite 2400 Los Angeles, California 90017-2566 Telephone (213) 633-6800 Fax (213) 633-6899	
5	Attorneys for Defendant Amazon.com, L	
6	Automeys for Defendant Amazon.com, E	LC.
7		
8	UNITED STATES	DISTRICT COURT
9	CENTRAL DISTRI	CT OF CALIFORNIA
10		
11	GREGORY HARRIS, individually, and on behalf of other members of the) Case No. 16-967
12	on behalf of other members of the general public similarly situated,	ý
13	Plaintiff,) NOTICE OF REMOVAL
14	VS.) (Los Angeles Superior Court) No. BC-606984)
15	AMAZON.COM, LLC,) }
16	Defendant.	
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Pursuant to 28 U.S.C. §§ 1331, 1332, 1441, 1446, and 1453, defendant
 Amazon.com, LLC ("Amazon" or "Defendant"), removes to the United States
 District Court for the Central District of California, under federal question and
 Class Action Fairness Act jurisdiction, the above-captioned lawsuit, originally filed
 in the Superior Court of California for Los Angeles County as Case No. BC 606984.

Removal is proper on the following grounds:

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The Class Action Fairness Act

1. Congress passed the Class Action Fairness Act ("CAFA") in February 9 2005 to expand federal court jurisdiction over class actions. Congress intended 10 courts to read CAFA's provisions broadly, with a strong preference that federal 11 courts hear interstate class actions, if properly removed. See S. Rep. No. 109-14, at 12 43 (2005). Congress passed CAFA with the intent "that the named plaintiff(s) 13 should bear the burden of demonstrating that a case should be remanded to state 14 court." Id.; see also H. Rep. No. 108-144, at 37-39 (2003); H. Rep. No. 109-7 15 (2005).16

Under CAFA, when the number of putative class members as defined
in the Complaint exceeds 100, this Court has original jurisdiction over "any civil
action in which the matter in controversy exceeds the sum or value of \$5,000,000,
exclusive of interests and costs, and is a class action in which ... any member of a
class of plaintiffs is a citizen of a State different from any defendant." 28 U.S.C.
§ 1332(d)(2)(A).

3. This action satisfies all requirements for removal under CAFA. CAFA
permits a district court to decline jurisdiction of a properly-removed case only if it
satisfies the requirements of 28 U.S.C. § 1332(d)(3) or § 1332(d)(4). Neither
provision applies here.

Removal Is Timely

4. Plaintiff filed this action on January 13, 2016.

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5. Plaintiff served Defendant with a copy of the Class Action Complaint
 on January 13, 2016. This notice of removal is timely under 28 U.S.C. § 1446(b)
 because Defendant is filing the notice of removal within thirty days after service.
 28 U.S.C. § 1446(b)(1); *see also Murphy Bros. v. Michetti Pipe Stringing, Inc.*, 526
 U.S. 344, 356 (1999).

This Is a Proposed "Class Action"

6. CAFA defines a "class action" as "any civil action filed under rule 23
of the Federal Rules of Civil Procedure or similar State statute or rule of judicial
procedure authorizing an action to be brought by 1 or more representative persons
as a class action." 28 U.S.C. § 1332(d)(1)(B). Plaintiff brings this case as a
proposed class action, Compl. ¶ 45, and seeks to certify a class under California
Civil Procedure Code § 382, *id*. This action is therefore a proposed "class action"
under 28 U.S.C. § 1332(d)(1)(B).

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Plaintiff Proposes a Class of More than 100 Persons

7. The Complaint asserts claims for alleged violations of California
Business and Profession Code §§ 17200 *et seq.* and 17500 *et seq.*, and of California
Civil Code § 1750 *et seq.*, on behalf of the following proposed class:

All consumers, who, between the applicable statute of limitations and the present, purchased products from Defendant and were charged an additional membership fee.

Compl. ¶ 46.

The Complaint also asserts claims under the EFTA, 15 U.S.C. § 1693 et seq.,

on behalf of the following proposed "subclass":

All persons in the United States whose bank accounts were debited on a reoccurring basis by Defendants without Defendants obtaining a written authorization signed or similarly authenticated for preauthorized electronic fund transfers within the one year prior to the filing of this Complaint.

²⁷ *Id.* ¶ 49.

Defendant denies the allegations in the Complaint, denies that Defendant
 engaged in any of the alleged conduct, and denies that any of the proposed class
 members were harmed as a result of any alleged conduct. For purposes of removal,
 however, Defendant's business records confirm that Plaintiff's allegations place at
 issue substantially more than 100 persons potentially covered by Plaintiff's
 proposed classes.

8. Although Defendant will contest the propriety of class certification, for
purposes of removal, Plaintiff seeks to proceed on behalf of a proposed class of
more than 100 persons, satisfying CAFA. *See* 28 U.S.C. § 1332(d)(5)(B).

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The Amount in Controversy Exceeds \$5,000,000

9. "The district courts shall have original jurisdiction of any civil action 11 in which the matter in controversy exceeds the sum or value of \$5,000,000, 12 exclusive of interests and costs." Id. § 1332(d)(2). "In any class action, the claims 13 of the individual class members shall be aggregated to determine whether the matter 14 in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and 15 costs." Id. § 1332(d)(6). "To remove a case from a state court to a federal court, a 16 defendant must file in the federal forum a notice of removal 'containing a short and 17 plain statement of the grounds for removal." Dart Cherokee Basin Operating Co. 18 v. Owens, - U.S. -, 135 S. Ct. 547, 551, 553-54 (2014) (quoting 28 U.S.C. 19 § 1446(a)). When a plaintiff fails to plead a specific amount of damages and the 20 amount in controversy is not facially apparent from the complaint, the defendant 21 "need include only a plausible allegation that the amount in controversy exceeds the 22 jurisdictional threshold." Id. at 554. Defendant's notice of removal "need not 23 contain evidentiary submissions." Id. at 551. If the plaintiff challenges 24 Defendant's allegations, Defendant need only meet a preponderance of the evidence 25 standard. Id. at 554. 26

27 10. Plaintiff seeks, among other relief: (a) "[a]ctual damages . . . or full
28 restitution of all funds acquired from Plaintiff and Class Members from the sale of

misbranded Class Products during the relevant class period"; (b) punitive damages; 1 (c) "[a]ny and all statutory enhanced damages"; and (d) attorney's fees. Compl. 2 ¶ 102(e)-(h). See Chabner v. United of Omaha Life Ins. Co., 225 F.3d 1042, 1046 3 n.3 (9th Cir. 2000) (court should include the amount of attorneys' fees, aggregated 4 on a class-wide basis, in the amount in controversy); Gibson v. Chrysler Corp., 261 5 F.3d 927, 946 (9th Cir. 2011) (punitive damages count toward amount in 6 controversy if the applicable law provides for punitive damages); Mazza v. Am. 7 Honda Motor Co., 666 F.3d 581, 591 (9th Cir. 2012) (punitive damages available 8 under the CLRA). Plaintiff also requests certain non-monetary relief, including a 9 ruling "requiring AMAZON.COM, LLC, at its own cost, to notify all Class 10 Members of the unlawful and deceptive conduct" alleged in the Complaint, and "an 11 order requiring AMAZON.COM, LLC to engage in corrective advertising regarding 12 the conduct" alleged in the Complaint. Compl. ¶ 102(c)-(d). To the extent these 13 latter requests for non-monetary relief would involve a request for declaratory or 14 injunctive relief, "it is well established that the amount in controversy is measured 15 by the value of the object of the litigation." Cohn v. Petsmart, Inc., 281 F.3d 837, 16 839 (9th Cir. 2002); see also 28 U.S.C. § 1446(c)(2)(A) ("the notice of removal 17 may assert the amount in controversy if the initial pleading seeks—(i) nonmonetary 18 relief)." "[T]he test for determining the amount in controversy is the pecuniary 19 result to either party which the judgment would directly produce." In re Ford 20 Motor Co./Citibank (S.D.), N.A., 264 F.3d 952, 958 (9th Cir. 2001). So, if "the 21 potential cost to the defendant of complying with the [judgment] exceeds [the 22 jurisdictional] amount, it ... represents the amount in controversy for jurisdictional 23 purposes." Id. 24

11. Amazon's business records show that the aggregated cost of providing
notice to class members of the conduct alleged in the Complaint, engaging in
"corrective advertising" regarding this conduct, and providing restitution of "all
funds acquired" from Plaintiff and a putative nationwide class (not to mention

attorney's fees or punitive damages), would exceed \$5,000,000. Thus, Plaintiff's Complaint places in controversy more than \$5,000,000.

3 12. Because Plaintiff seeks monetary and injunctive relief on behalf of the
4 proposed class that, standing alone, exceeds \$5,000,000 in value, and additionally
5 seeks an award of attorney's fees, Plaintiff has placed more than \$5,000,000 in
6 controversy.

Diversity Exists

13. Under 28 U.S.C. § 1332(d)(2)(A), a district court may assert 8 jurisdiction over a class action in which "any member of a class of plaintiffs is a 9 citizen of a State different from any defendant." For diversity purposes, 10 Amazon.com, LLC, is a citizen of "every state of which its owners/members are 11 citizens." Johnson v. Columbia Props. Anchorage, LP, 437 F.3d 894, 899 (9th Cir. 12 2006); see also 28 U.S.C. § 1332(c)(1). Amazon.com, LLC is a Delaware LLC 13 with its principal place of business in Seattle. Amazon Corporate LLC is the sole 14 member of Amazon.com LLC, and is a Delaware LLC with its principal place of 15 business in Seattle. Amazon Global Resources LLC is the sole member of Amazon 16 Corporate LLC, and is a Delaware LLC with its principal place of business in 17 Seattle. Amazon Fulfillment Services, Inc. is the sole member of Amazon Global 18 Resources LLC, and is a Delaware Corporation with its principal place of business 19 in Seattle. Finally, Amazon.com, Inc. is the sole shareholder of Amazon 20 Fulfillment Services, Inc., and is a Delaware corporation with its principal place of 21 business in Seattle. 28 U.S.C. § 1332(c)(1); Hertz Corp. v. Friend, 130 S. Ct. 1181, 22 1192 (2010). Thus, Amazon.com, LLC, is a citizen of Washington and Delaware. 23 Plaintiff is a resident of Los Angeles, California. Compl. ¶ 20. Plaintiff seeks 24 certification of a nationwide class and a nationwide subclass. Id. ¶¶ 1, 46, 49. 25

14. Because at least one member of the putative nationwide class of
plaintiffs is a citizen of a State different from any defendant, this case satisfies the
diversity requirements of 28 U.S.C. § 1332(d)(2)(A).

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The Exceptions to Jurisdiction Do Not Apply

15. The exceptions to jurisdiction set forth in 28 U.S.C. § 1332(d)(3) and
(d)(4) do not apply because the number of putative class members who are citizens
of the State in which this action was originally filed will not exceed one-third of the
members of all proposed plaintiff classes nationwide.

Federal Question Jurisdiction

7 16. Under 28 U.S.C. § 1331, federal courts "shall have original jurisdiction
8 of all civil actions arising under the Constitution, laws, or treaties of the United
9 States." 28 U.S.C. § 1331.

10 17. Plaintiff alleges a cause of action under the Electronic Fund Transfer
11 Act ("EFTA"), 15 U.S.C. § 1693 *et seq.* Compl. ¶¶ 94-99.

12 18. The state law claims asserted by Plaintiff relate to and arise from the
13 same nucleus of operative facts as the federal question, and this Court has original
14 jurisdiction over such claims under CAFA, as discussed above. Accordingly, under
15 28 U.S.C. §§ 1367(a) and 1441(c), this Court has supplemental jurisdiction to hear
16 and decide all claims asserted by Plaintiff in the complaint.

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Defendant Has Satisfied the Remaining Procedural Requirements

18 19. Copies of all documents filed in the Los Angeles County Superior
19 Court action, including all process, pleadings, and orders served on Defendant in
20 this action, are attached as Exhibit A, pursuant to 28 U.S.C. § 1446(a).

21 20. Promptly after filing this Notice of Removal, Defendant will give
written notice to Plaintiff's counsel and will file a copy of this Notice with the Clerk
of the Los Angeles County Superior Court, pursuant to 28 U.S.C. § 1446(d).

24 Therefore, Defendant removes this action from the Superior Court of the25 State of California for Los Angeles County.

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SUMMONS

Case 2:16-cv-00967-SVW-AFM Document 1 Filed 02/11/16 10 of 35 Page ID #:10 REGINA **SUM-100** FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE) **SUMMONS** (CITACION JUDICIAL) FILED Superior Court of California NOTICE TO DEFENDANT: (AVISO AL DEMANDADO): County of Los Angeles AMAZON.COM, LLC JAN 1 3 2016 Sherri R. Garter, Executive Officer/Clerk YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE): , Deputy GREGORY HARRIS, individually, and on behalf of other members of Ishavla Chambers the general public similarly situated NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below. You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinto.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), the California Courts Online Self-Help Center (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. IAVISOI 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), 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), en el Centro de Ayuda de las Cortes de California, (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: CASE NUMBER: (El nombre y dirección de la corte es): Superior Court of Los Angeles County BC 6 0 6 9 8 4 111 North Hill St. Los Angeles, CA 90012 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): Todd M. Friedman, 324 S. Beverly Dr., #725, Beverly Hills, CA 90212, 877-208-4741 DATE: Clerk, by Deputy Chambers **Ist**ralla (Fecha) AN 1 3 2016 SHERRI R. CARTER (Secretario) (Adjunto) (For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)). NOTICE TO THE PERSON SERVED: You are served (SEAL) LIFORNIA as an individual defendant. as the person sued under the fictitious name of (specify): 2.1 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) * 'EZ other (specify): by personal delivery on (date): 4. [Page 1

Form Adopted for Mandatory Us
Judicial Council of California
SUM-100 (Rev. July 1, 2009)

Code of Civil Procedure §§ 412.20, 485 www.courtinto.ca.gov American LegaiNet, Inc. www.FormsWorkflow.com

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CIVIL COVER SHEET

Lase 2:16-CV-00967-SVW	1 Document 1 Flied 02/1	PREGINAL
۰		CM-010
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Ba Todd M. Friedman, Esq. SBN 216752	r number, and address):	FOR COURT USE ONLY
Law Offices of Todd M. Friedman	r	FILED
324 S. Beverly Dr., #725 Beverly Hills, CA 90212		Superior Court of California
TELEPHONE NO.: 877-206-4741	FAX NO.: 866-633-0228	County of Los Angeles
ATTORNEY FOR (Name): Plaintiff, GREGORY SUPERIOR COURT OF CALIFORNIA, COUNTY OF L		JAN 1 3 2016
STREET ADDRESS: 111 North Hill St.	os Aligeles	
MAILING ADDRESS: 111 North Hill St.		Sherri R. Garter, Executive Officer/Clerk
CITY AND ZIP CODE: LOS Angeles, CA 90 BRANCH NAME:	012	By Rem, Deputy
CASE NAME:	······	Ishayla Chambers
GREGORY HARRIS v. AMAZON	.COM, LLC	
CIVIL CASE COVER SHEET	Complex Case Designation	
Unlimited Limited	Counter Joinder	BC606984
(Amount (Amount demanded demanded is	Filed with first appearance by defer	idant JUDGE:
exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402) DEPT:
	low must be completed (see instructions	on page 2)
 Check one box below for the case type th Auto Tort 	at best describes this case: Contract	Provisionally Complex Civil Litigation
Auto (22)	Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400-3.403),
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property	Other collections (09)	Construction defect (10)
Damage/Wrongful Death) Tort Asbestos (04)	Insurance coverage (18)	Mass tort (40)
Product liability (24)	Contract (37) Real Property	Securities litigation (28)
Medical malpractice (45)	Eminent domain/Inverse	Insurance coverage claims arising from the
Other PI/PD/WD (23)	condemnation (14)	above listed provisionally complex case types (41)
Non-PUPD/WD (Other) Tort	Wrongful eviction (33) Other real property (26)	Enforcement of Judgment
Business tort/unfatr business practice (0 Civil rights (08)	Unlawful Detainer	Enforcement of judgment (20)
Defamation (13)	Commercial (31)	Miscellaneous Civil Complaint
Fraud (16)	Residential (32)	RICO (27)
Intellectual property (19)	Drugs (38)	Other complaint (not specified above) (42)
Professional negligence (25)	Judicial Review Asset forfeiture (05)	Miscellaneous Civil Petition
✓ Other non-PI/PD/WD tort (35) Employment	Petition re: arbitration award (11)	Partnership and corporate governance (21)
Wrongful termination (36)	Writ of mandate (02)	Other petition (not specified above) (43)
Other employment (15)	Other judicial review (39)	
 This case is is is not con factors requiring exceptional judicial mana 		ules of Court. If the case is complex, mark the
a Large number of separately repr		er of witnesses
b. Extensive motion practice raising		with related actions pending in one or more cour
issues that will be time-consumir c. Substantial amount of document		nties, states, or countries, or in a federal court
	·	
8. Remedies sought (check all that apply):	a. 🖌 monetary b. 🔄 nonmonetary;	declaratory or injunctive relief cpunitive
 Number of causes of action (specify): 4 This case	iss action suit.	
6. If there are any known related cases, file		may use form CM-015.)
Date: January 12, 2016		
Fodd M. Friedman		
(TYPE OR PRINT NAME)	NOTICE	SIGNATURE OF PARTY OR ATTORNEY POR PARTY)
Plaintiff must file this cover sheet with the	first paper filed in the action or proceedi	ng (except small claims cases or cases filed
under the Probate Code, Family Code, or in sanctions.	Welfare and Institutions Code). (Cal. Ru	les of Court, rule 3.220.) Failure to file may result
 File this cover sheet in addition to any correct the sheet in addition t	ver sheet required by local court rule.	
• If this case is complex under rule 3.400 e	t seq. of the California Rules of Court, yo	u 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 	e 3.740 or a complex case, this cover sh	eet will be used for statistical purposes only.
		Page 1 of Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740
Form Adopted for Mandatory Use Judicial Council of California CM-010 (Rev. July 1, 2007)	CIVIL CASE COVER SHEET	Cal. Standards of Judicial Administration, std. 3.1 www.courtinfo.ca.go
		American LegalNet, Inc. www.FormsWorkflow.com

BY FAX

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1. check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice **Physicians & Surgeons** Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of **Emotional Distress** Negligent Infliction of **Emotional Distress** Other PI/PD/WD Non-PI/PD/WD (Other) Tort **Business Tort/Unfair Business** Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., stander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WD Tort (35) Employment Wrongful Termination (36) Other Employment (15)

CASE TYPES AND EXAMPLES

Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case-Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) **Contractual Fraud** Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wronaful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure **Ouiet Title** Other Real Property (not eminent domain, landlord/tenant, or foreclosure) Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential) Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ-Administrative Mandamus Writ-Mandamus on Limited Court Case Matter Writ-Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal-Labor **Commissioner Appeals**

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403) Antitrust/Trade Regulation (03) **Construction Defect (10)** Claims Involving Mass Tort (40) Securitles Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41) Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (nondomestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case **Miscellaneous Civil Complaint RICO (27)** Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (nonharassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex) **Miscellaneous Civil Petition** Partnership and Corporate Governance (21) Other Petition (not specified above) (43) **Civil Harassment** Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition

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CIVIL CASE COVER SHEET



GREGORY	HARRIS	. AMAZON	I.COM,	LLC
	GREGORY	GREGORY HARRIS	GREGORY HARRIS v. AMAZON	GREGORY HARRIS v. AMAZON.COM,

CASE NUMBER

BC 6 0 6 9 8 4

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:

CLASS ACTION3 YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 2-3 JURY TRIAL? YES 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)

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
 May be filed in central (other county, or no bodily injury/property damage).
 Location where cause of action arose.
 Location where bodily injury, death or damage occurred.
 Location where performance required or defendant resides.

- Location of property or permanently garaged vehicle.
 Location where petitioner resides.
 Location wherein defendant/respondent functions wholly.
 Location where one or more of the parties reside.
 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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Abova
0 -	Auto (22)	A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Auto Tort	Uninsured Motorist (46)	A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<u>ک</u>	Asbestos (04)	A6070 Asbestos Property Damage A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
ropert th Tori	Product Liability (24)	A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
il Injury/ Pi ngful Deat	Medical Malpractice (45)	A7210 Medical Malpractice - Physicians & Surgeons A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Other Personal Injury Property Damage Wrongful Death (23)	 A7250 Premises Liability (e.g., slip and fall) A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) A7270 Intentional Infliction of Emotional Distress A7220 Other Personal Injury/Property Damage/Wrongful Death 	1., 4. 1., 4. 1., 3. 1., 4.

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 (\mathcal{J}) LASC Approved 03-04 **CIVIL CASE COVER SHEET ADDENDUM** AND STATEMENT OF LOCATION

SHORT TITLE:	GREGORY HARRIS v. AM	AZON.COM, LLC	
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
	Business Tort (07)	A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
perty i Tort	Civil Rights (08)	A6005 Civil Rights/Discrimination	1., 2., 3.
y/ Pro Death	Defamation (13)	A6010 Defamation (slander.'libel)	1., 2., 3.
al Injur ongful	Fraud (16)	A6013 Fraud (no contract)	1., 2., 3.
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Professional Negligence (25)	 A6017 Legal Malpractice A6050 Other Professional Malpractice (not medical or legal) 	1., 2., 3. 1., 2., 3.
No Da	Other (35)	A6025 Other Non-Personal Injury/Property Damage tort	2.3.
ent	Wrongful Termination (36)	A6037 Wrongful Termination	1., 2., 3.
Employment	Other Employment (15)	A6024 Other Employment Complaint Case A6109 Labor Commissioner Appeals	1., 2., 3. 10.
	Breach of Contract/ Warranty (06) (not insurance)	 A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) A6019 Negligent Breach of Contract/Warranty (no fraud) A6028 Other Breach of Contract/Warranty (not fraud or negligence) 	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Contract	Collections (09)	 A6002 Collections Case-Seller Plaintiff A6012 Other Promissory Note/Collections Case A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) 	2., 5., 6, 11 2., 5, 11 5, 6, 11
	Insurance Coverage (18)	A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	 A6009 Contractual Fraud A6031 Tortious Interference A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) 	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
£	Eminent Domain/Inverse Condemnation (14)	A7300 Eminent Domain/Condemnation Number of parcels	2.
Real Property	Wrongful Eviction (33)	A6023 Wrongful Eviction Case	2., 6.
Real	Other Real Property (26)	 A6018 Mortgage Foreclosure A6032 Quiet Title A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) 	2., 6. 2., 6. 2., 6.
ainer	Unlawful Detainer-Commercial (31)	A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Inlawf	Unlawful Detainer- Post-Foreclosure (34)	A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
3	Unlawful Detainer-Drugs (38)	A6022 Unlawful Detainer-Drugs	2., 6.

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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

Local Rule 2.3 Page 2 of 4 سره

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

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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

SHORT TITLE: GREGORY HARRIS V. AMAZON.COM, LLC

Document 1 Filed 02/11/16

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.			ADDRESS: 373 S. Cochran Ave., #104
0 1. 0 2. 12 3. 0 4. 0 5. 0 6. 0 7. 0 8. 13	9. (1 10. (1	н.	
CITY:	STATE:	ZIP CODE:	
Los Angeles	CA	90036	

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 <u>Stanley Mosk</u> courthouse in the <u>Central</u> 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: January 12, 2016

Case 2:16-cv-00967-SVV

FM

(SIGNATURE OF ATTORNEY/FILING PARTY)

Rage 17 of 35 Page ID #:17

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.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION Case 2:16-cv-00967-SVW-AFM Document 1 Filed 02/11/16 Page 18 of 35 Page ID #:18

COMPLAINT

ς	Case 2:	16-cv-00967-SVWAFM Document 1 Fil	led 02/11/16 egge 19 of 35 Page AP #19
			ORIGINAL amae
	1 2 3 4 5 6	Todd M. Friedman (216752) Adrian R. Bacon (280332) Law Offices of Todd M. Friedman, P.C. 324 S. Beverly Dr., #725 Beverly Hills, CA 90212 Phone: 877-206-4741 Fax: 866-633-0228 tfriedman@attorneysforconsumers.com abacon@attorneysforconsumers.com Attorneys for Plaintiff	FILED Superior Court of California County of Los Angeles EAN JAN 1 3 2016 FRECMA Sherri R. Larser, Executive Officer/Clerk By, Deputy Ishayla Chambers
	7	Attorneys for Plaintiff, Gregory Harris, and a	ll others similarly situated
	8	Superior Co	urt of California
	9	For the Count	y of Los Angeles
	10 11 12	GREGORY HARRIS, individually, and on behalf of other members of the general public similarly situated,	Case No. BC 6 0 6 9 8 4 CLASS ACTION COMPLAINT
	13	Plaintiff,	(1) Violation of Unfair Competition Law
	14 15 16 17 18	vs. AMAZON.COM, LLC, Defendant.	 (Cal. Business & Professions Code §§ 17500 et seq.) and (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 et seq.) (3) Violation of Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 et seq.) (4) Violation of Electronic Funds Transfer Act (15 U.S.C. §1693 et seq.)
	19 20	· · · · · · · · · · · · · · · · · · ·	Jury Trial Demanded
01/13/2016	 21 22 23 24 25 26 27 28 		CIT/CASE: BC606984 LEA/DEF#: RECEIPT #: CCH539179043 DATE PAID: 01/13/16 11:27 AM PAVMENT: \$1,435.00 310 RECEIVED: \$1,435.00 CASH: \$0.00 CASH: \$0.00 CARD: \$0.00 CARD: \$0.00 DN COMPLAINT
		CLASS ACT	

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Plaintiff Gregory Harris ("Plaintiff"), individually and on behalf of all other members of the public similarly situated, allege as follows:

NATURE OF THE ACTION

1. Plaintiff brings this class action Complaint against Defendant AMAZON.COM, LLC (hereinafter "Defendant") to stop Defendant's practice of falsely advertising its services and to obtain redress for a nationwide class of consumers ("Class Members") who purchased these services, within the applicable statute of limitations period.

2. Defendant is a Delaware corporation and is engaged in the manufacture, sale, 8 9 and distribution of computers and related equipment and services with its principle place of business in Delaware and headquarters in Washington. 10

11 3. Defendant represents to its consumers that they could use its services to 12 purchase products directly from its website at no cost to the consumer in addition to the cost 13 of the product.

4. 14 However, despite these representations, Defendant charged Plaintiff and 15 similarly situated consumers additional fees. Specifically, when consumers purchased 16 products from Defendant, they were also charged an additional "Amazon Prime" membership 17 fee.

5. Defendant misrepresented and falsely advertised its services to Plaintiff and 18 19 others similarly situated.

20 6. Defendant's misrepresentations to Plaintiff and others similarly situated caused 21 them to use Defendant's services, which Plaintiff and others similarly situated would not have 22 used absent these misrepresentations by Defendant and its employees. In so doing, Defendant 23 has violated California consumer protection statutes.

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NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT

7. Consumers purchase products on Defendant's website.

8. Consumers rely on the representations and advertisements of retailers in order to know which products and services to use.

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Page 1

CLASS ACTION COMPLAINT

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Defendant is an online company that is engaged in the sale of many different 9. 2 kinds of products through facilitating sales by third party retailers.

Consumers use Defendant's representations in order to determine whether or 3 10. not to use its services and purchase products on Defendant's website. 4

Defendant profits from both from the sale of its products as well as its services. 11. With proper representation, many of the consumers would not have purchased products from Defendant.

12. Defendant conceals that it charges a membership fee when consumers purchase 8 9 products on its website.

10 13. Defendant does not present consumers with a written copy of the correct terms 11 of the purchase prior to purchase.

12 14. Defendant makes written representations to consumers which contradict what is 13 actually charged to Defendants.

The aforementioned written and oral representations are objectively false, and 14 15. 15 constitute a false advertisement under Cal. Bus. & Prof. Code §§ 17500 et. seq., and an 16 unlawful, unfair, or deceptive business practices under Cal. Bus. & Prof. Code §§ 17200 et. 17 seq.

16. Defendant's violations of the law include, but not limited to, the false 18 19 advertising, marketing, representations, and sale of the invalid Class Products to consumers in California. 20

21 17. On behalf of the class, Plaintiff seeks an injunction requiring Defendant to 22 cease advertising its services as free and an award of damages to the Class Members, together 23 with costs and reasonable attorneys' fees.

JURISDICTION AND VENUE

18. All claims in this matter arise exclusively under California law.

This matter is properly venued in the Superior Court of California for the 19. County of Los Angeles in that Plaintiff resides in this district and used Defendant's services

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within it. In addition, Defendant does business in this district.

THE PARTIES

20. Plaintiff Gregory Harris is a citizen and resident of the State of California, 3 County of Los Angeles. 4

Defendant AMAZON.COM, LLC is a Limited Liability Company with its 21. principle place of business located in Delaware and headquarters in Washington. Defendant is a Delaware Corporation. Defendant's principle place of business is within California.

22. Plaintiff alleges, on information and belief, that Defendant's marketing 8 9 campaigns, as pertains to this matter, we're created by Defendant at its principle place of 10 business in California, and were disseminated from California, nationwide.

11 23. Plaintiff is informed and believes, and thereon alleges, that at all time relevant, Defendant's sales of products and services are governed by the controlling law in the state in 12 13 which it does business and from which the sales or products and services, and the allegedly unlawful acts originated, which is California. 14

15 24. Plaintiff is informed and believes, and thereon alleges, that each and all of the 16 acts and omissions alleged herein were performed by, or is attributable to, Defendant and/or its employees, agents, and/or third parties acting on its behalf, each acting as the agent for the 17 other, with legal authority to act on the other's behalf. The acts of any and all of Defendant's 18 19 employees, agents, and/or third parties acting on its behalf, were in accordance with, and 20 represent, the official policy of Defendant.

Plaintiff is informed and believes, and thereon alleges, that said Defendant is in 25. some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions of each and all its employees, agents, and/or third parties acting on its behalf, in proximately causing the damages herein alleged.

At all relevant times, Defendant ratified each and every act or omission 26. complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions as alleged herein.

> Page 3 CLASS ACTION COMPLAINT

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1	PLAINTIFF'S FACTS	
2	27. In or around June of 2015 Plaintiff went to Defendant's website and purcha	sed
3	some products utilizing Defendant's services.	
4	28. In utilizing these services, Plaintiff was informed through various wri	tten
5	representations by Defendant that he would not be charged for membership and only	the
6	products that he purchased.	
7	29. As a result of Defendant's representations, Plaintiff provided Defendant v	vith
8	his debit card information in order to purchase the products referred to above.	
9	30. However, Defendant upgraded his account to the premium membership know	wn
10	as "Amazon Prime" without his permission or knowledge.	
11	31. Including taxes and fees Plaintiff was charged on his debit card for o	over
12	\$107.91 for the premium membership.	
13	32. Plaintiff is informed, believes, and thereupon alleges that Defendant set	up
14	Plaintiff's payment of the unauthorized and undesired membership to automatically withd	raw
15	money directly from Plaintiff's bank account.	
16	33. Plaintiff canceled the membership with Defendant after one withdrawal	of
17	\$107.91.	
18	34. Plaintiff is informed, believes, and thereupon alleges that had not Plair	ıtiff
19	canceled the membership services, the Defendant would have taken additional unauthoriz	zed,
20	multiple, and reoccurring payments from Plaintiff's bank account.	
21	35. Plaintiff was drawn to use Defendant's website in part by Defendant's prices	; .
22	36. Relying on Defendant's assurances that the prices by Defendant would	be
23	accurate, Plaintiff decided to purchase products from Defendant's website.	
24	37. Such sales tactics rely on falsities and have a tendency to mislead and deceive	ve a
25	reasonable consumer.	
26	38. Plaintiff alleges that Defendant's representations were part of a comr	non
27	scheme to mislead consumers and incentivize them to purchase products from its website.	
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	Page 4	
	CLASS ACTION COMPLAINT	

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- 1	39. In purchasing the products from Defendant, Plaintiff relied upon Defendant's
2	representations.
3	40. Plaintiff would not have purchased products from Defendant if he knew that the
4	above-referenced statements made by Defendant were false.
5	41. Had Defendant properly marketed, advertised, and represented its services as
6	costing a hidden fee, Plaintiff would not have used Defendant's services.
7	42. Plaintiff gave his money to Defendant because of the prices of Defendant's
8	products. Defendant benefited from falsely advertising its products and services. Plaintiff
9	received nothing for giving his money to Defendant. Defendant benefited on the loss to
10	Plaintiff and provided nothing of benefit to Plaintiff in exchange.
11	43. Had Defendant properly marketed, advertised, and represented its services, no
12	reasonable consumer who purchased a printer would have believed that they could purchase
13	products from Defendant without paying a membership fee.
14	CLASS ACTION ALLEGATIONS
15	44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.
16	45. Plaintiff brings this action, on behalf of himself and all others similarly
17	situated, and thus, seeks class certification under California Code of Civil Procedure § 382.
18	46. The class Plaintiff seeks to represent (the "Class") is defined as follows:
19	All consumers, who, between the applicable statute of
20	limitations and the present, purchased products from Defendant and were charged an additional membership fee.
21	47. As used herein, the term "Class Members" shall mean and refer to the members
22	of the Class described above.
23	48. Excluded from the Class are Defendant, its affiliates, employees, agents, and
24	attorneys, and the Court.
25	49. Plaintiff also seeks to represent the subclass ("subclass") defined as follows:
26	
27	All persons in the United States whose bank accounts were
28	debited on a reoccurring basis by Defendants without Defendants
	Page 5 CLASS ACTION COMPLAINT

obtaining a written authorization signed or similarly authenticated for preauthorized electronic fund transfers within the one year prior to the filing of this Complaint.

50. Plaintiff reserves the right to amend the Class, and to add additional subclasses, if discovery and further investigation reveals such action is warranted.

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51. Upon information and belief, the proposed class is composed of thousands of persons. The members of the class are so numerous that joinder of all members would be unfeasible and impractical.

52. No violations alleged in this complaint are contingent on any individualized interaction of any kind between class members and Defendant.

53. Rather, all claims in this matter arise from the identical, false, affirmative 10 written statements that consumers would not need to pay additional fees to purchase products 11 from Defendant's website. 12

54. There are common questions of law and fact as to the Class Members that predominate over questions affecting only individual members, including but not limited to:

- (a) Whether Defendant engaged in unlawful, unfair, or deceptive business practices in charging Plaintiff and other Class Members for membership fees when they purchased products from Defendant;
 - (b) Whether Defendant made misrepresentations with respect to its services;
 - Whether Defendant profited from charging membership fees; (c)

Whether Defendant violated California Bus. & Prof. Code § 17200, et (d) seq., California Bus. & Prof. Code § 17500, et seq., and California Civ. Code § 1750, et seq.;

Whether Defendant violated California Bus. & Prof. Code § 17200, et (e) seq., California Bus. & Prof. Code § 17500, et seq., and California Civ. Code § 1750, et seq.;

Whether Plaintiff and Class Members are entitled to equitable and/or (f) injunctive relief;

Whether Defendant's unlawful, unfair, and/or deceptive practices (g)

Page 6

CLASS ACTION COMPLAINT

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1		harmed Plaintiff and Class Members; and		
2		(h) The method of calculation and extent of damages for Plaintiff and Class		
3		Members.		
4	55.	Plaintiff is a member of the class he seeks to represent		
5	56.	The claims of Plaintiff are not only typical of all class members, they are		
6	identical.			
7	57.	All claims of Plaintiff and the class are based on the exact same legal theories.		
8	58.	Plaintiff has no interest antagonistic to, or in conflict with, the class.		
9	59.	Plaintiff is qualified to, and will, fairly and adequately protect the interests of		
10	each Class Member, because Plaintiff bought Class Products from Defendant during the Class			
11	Period. Defendant's unlawful, unfair and/or fraudulent actions concerns the same business			
12	practices described herein irrespective of where they occurred or were experiences. Plaintiff's			
13	claims are typical of all Class Members as demonstrated herein.			
14	60.	Plaintiff will thoroughly and adequately protect the interests of the class,		
15	having retained qualified and competent legal counsel to represent himself and the class.			
16	61.	Common questions will predominate, and there will be no unusual		
17	manageabilit	y issues.		
18		FIRST CAUSE OF ACTION		
19	Violation of the California False Advertising Act			
20		(Cal. Bus. & Prof. Code §§ 17500 et seq.)		
21	62.	Plaintiff incorporates by reference each allegation set forth above.		
22	63.	Pursuant to California Business and Professions Code section 17500, et seq., it		
23	is unlawful to engage in advertising "which is untrue or misleading, and which is known, or			
24	which by the exercise of reasonable care should be known, to be untrue or misleadingorto			
25	so make or disseminate or cause to be so made or disseminated any such statement as part of a			
26	plan or scheme with the intent not to sell that personal property or those services, professional			
27	or otherwise, so advertised at the price stated therein, or as so advertised."			
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		Page 7		

CLASS ACTION COMPLAINT

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64. California Business and Professions Code section 17500, et seq.'s prohibition against false advertising extends to the use of false or misleading written statements.

65. Defendant misled consumers by making misrepresentations and untrue statements about its services, namely, Defendant informed Plaintiff and Class Members that it would not charge them for membership fees in order to purchase products on its website, and made false representations to Plaintiff and other putative class members in order to solicit these transactions.

66. Defendant knew that their representations and omissions were untrue and 8 9 misleading, and deliberately made the aforementioned representations and omissions in order 10 to deceive reasonable consumers like Plaintiff and other Class Members.

67. 11 As a direct and proximate result of Defendant's misleading and false 12 advertising, Plaintiff and the other Class Members have suffered injury in fact and have lost 13 money or property. Plaintiff reasonably relied upon Defendant's representations regarding 14 Defendant's services. In reasonable reliance on Defendant's false advertisements, Plaintiff 15 and other Class Members purchased products from Defendant. In turn Plaintiff and other 16 Class Members were charged more than represented, and therefore Plaintiff and other Class Members have suffered injury in fact. 17

18 68. Plaintiff alleges that these false and misleading written representations made by 19 Defendant constitute a "scheme with the intent not to sell that personal property or those 20 services, professional or otherwise, so advertised at the price stated therein, or as so 21 advertised."

Defendant advertised to Plaintiff and other putative class members, through 69. written representations and omissions made by Defendant and its employees, that they could purchase products without paying a membership fee.

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70. Defendant knew that a membership fee would be charged.

Thus, Defendant knowingly sold charged Plaintiff and other putative class 71. members for fees that it represented as not charging.

> Page 8 **CLASS ACTION COMPLAINT**

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72. The misleading and false advertising described herein presents a continuing 1 2 threat to Plaintiff and the Class Members in that Defendant persists and continues to engage in these practices, and will not cease doing so unless and until forced to do so by this Court. 3 Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or 4 Plaintiff is entitled to preliminary and permanent injunctive relief ordering 5 restrained. Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiff 6 and all Class Members Defendant's revenues associated with their false advertising, or such 7 8 portion of those revenues as the Court may find equitable. **SECOND CAUSE OF ACTION** 9 10 Violation of Unfair Business Practices Act 11 (Cal. Bus. & Prof. Code §§ 17200 et seq.) 12 73. Plaintiff incorporates by reference each allegation set forth above. 13 74. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the 14 15 UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff 16 is required to provide evidence of a causal connection between a defendant's business practices and the alleged harm--that is, evidence that the defendant's conduct caused or was 17 likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the 18 19 defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of unfair competition covers any single act of misconduct, as well as 20 21 ongoing misconduct. UNFAIR 22 23 75. California Business & Professions Code § 17200 prohibits any "unfair ... 24 business act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged herein also constitute "unfair" business acts and practices within the meaning of the 25

immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any

UCL in that its conduct is substantially injurious to consumers, offends public policy, and is

Page 9 **CLASS ACTION COMPLAINT**

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alleged benefits attributable to such conduct. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein. Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

In order to satisfy the "unfair" prong of the UCL, a consumer must show that 76. 5 the injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to 6 7 consumers or competition; and, (3) is not one that consumers themselves could reasonably have avoided. 8

9 77. Here, Defendant's conduct has caused and continues to cause substantial injury 10 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury 11 in fact due to Defendant's decision to charge them for its services in order to buy products. 12 Thus, Defendant's conduct has caused substantial injury to Plaintiff and the members of the 13 Class.

78. Moreover, Defendant's conduct as alleged herein solely benefits Defendant 14 15 while providing no benefit of any kind to any consumer. Such deception utilized by 16 Defendant convinced Plaintiff and members of the Class that Defendant's services were free, 17 in order to induce them to spend money on its website. In fact, knowing that Defendant's services cost money, Defendant's unfairly profited from Plaintiff and Class Members. Thus, 18 19 the injury suffered by Plaintiff and the members of the Class is not outweighed by any countervailing benefits to consumers. 20

79. Finally, the injury suffered by Plaintiff and members of the Class is not an injury that these consumers could reasonably have avoided. After Defendant, falsely represented Defendant's services, these consumers suffered injury in fact due to Defendant's charge for premium membership. Defendant failed to take reasonable steps to inform Plaintiff and class members that Defendant's services included a charge for premium membership, including failing to provide an opportunity to Plaintiff and class members to read and review the accurate conditions of the purchase prior to purchasing items from Defendant. As such,

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Defendant took advantage of Defendant's position of perceived power in order to deceive Plaintiff and the Class members to use its services. Therefore, the injury suffered by Plaintiff and members of the Class is not an injury which these consumers could reasonably have avoided.

Thus, Defendant's conduct has violated the "unfair" prong of California 80. 5 Business & Professions Code § 17200. 6

FRAUDULENT

81. California Business & Professions Code § 17200 prohibits any "fraudulent ... 8 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a 9 10 consumer must allege that the fraudulent business practice was likely to deceive members of 11 the public.

12 82. The test for "fraud" as contemplated by California Business and Professions 13 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 14 17200 violation can be established even if no one was actually deceived, relied upon the 15 fraudulent practice, or sustained any damage.

16 83. Here, not only were Plaintiff and the Class members likely to be deceived, but these consumers were actually deceived by Defendant. Such deception is evidenced by the 17 18 fact that Plaintiff purchased products using Defendant's website under the basic assumption 19 that he would not be charged an additional price. Plaintiff's reliance upon Defendant's 20 deceptive statements is reasonable due to the unequal bargaining powers of Defendant and 21 Plaintiff. For the same reason, it is likely that Defendant's fraudulent business practice would 22 deceive other members of the public.

23 84. As explained above, Defendant deceived Plaintiff and other Class Members by 24 representing its services as being free, falsely represented these services to consumers.

85. Thus, Defendant's conduct has violated the "fraudulent" prong of California Business & Professions Code § 17200.

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CLASS ACTION COMPLAINT

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California Business and Professions Code Section 17200, et seq. prohibits "any 86. unlawful...business act or practice."

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As explained above, Defendant deceived Plaintiff and other Class Members by 87. representing the services as being free.

Defendant used false advertising, marketing, and misrepresentations to induce 5 88. Plaintiff and Class Members to purchase the Class Products, in violation of California 6 7 Business and Professions Code Section 17500, et seq. Had Defendant not falsely advertised, marketed or misrepresented the Class Products, Plaintiff and Class Members would not have 8 9 purchased the Class Products. Defendant's conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members. 10

11 89. These representations by Defendant are therefore an "unlawful" business practice or act under Business and Professions Code Section 17200 et seq. 12

13 90. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as 14 15 set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code 16 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately 17 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions. 18

THIRD CAUSE OF ACTION

Violation of Consumer Legal Remedies Act

(Cal. Civ. Code § 1750 et seq.)

Legal Remedies Act, Cal. Civ. Code §1770 to the extent that Defendant violated the following

Plaintiffs incorporate by reference each allegation set forth above herein.

Defendant's actions as detailed above constitute a violation of the Consumer

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provisions of the CLRA:

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a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person

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CLASS ACTION COMPLAINT

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has a sponsorship, approval, status, affiliation, or connection which he or he does 1 not have. Cal. Civ. Code § 1770(5); 2 b. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. Cal. Civ. 3 Code § 1770(7); 4 c. Advertising goods or services with intent not to sell them as advertised; Cal. Civ. 5 Code §1770(9): 6 d. Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; 7 Cal. Civ. Code §1770(14); and 8 e. Representing that the subject of a transaction has been supplied in accordance 9 with a previous representation when it has not; Cal. Civ. Code $\S1770(16)$; 10 93. On or about September 2, 2015, through their Counsel of record, using certified 11 mail with a return receipt requested, Plaintiffs served Defendants with notice of its violations 12 of the CLRA, and asked that Defendants correct, repair, replace or otherwise rectify the goods 13 and services alleged to be in violation of the CLRA; this correspondence advised Defendants 14 that they must take such action within thirty (30) calendar days, and pointed Defendants to the 15 provisions of the CLRA that Plaintiffs believe to have been violated by Defendants. 16 Defendants have not replied to this correspondence, and have thereby refused to timely 17 correct, repair, replace or otherwise rectify the issues raised therein. FOURTH CAUSE OF ACTION 18 19 On Behalf of Plaintiff and the Sub Class 20 (15.S.C. § 1693 et seq.) 21 Section 907(a) of the EFTA, 15 U.S.C. §1693e(a), provides that a 94. 22 "preauthorized electronic fund transfer from a consumer's account may be authorized by the 23 consumer only in writing, and a copy of such authorization shall be provided to the consumer 24 when made." 25 95. Section 903(9) of the EFTA, 15 U.S.C. § 1693a(9), provides that the term 26 "preauthorized electronic fund transfer" means "an electronic fund transfer authorized in 27 advance to recur at substantially regular intervals." 28 Page 13 **CLASS ACTION COMPLAINT**

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96. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that "[p Ireauthorized electronic fund transfers from a consumer's account may be authorized only by a writing signed or similarly authenticated by the consumer. The person that obtains the authorization shall provide a copy to the consumer."

Section 205.10(b) of the Federal Reserve Board's Official Staff Commentary to 97. 5 6 Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that "[t]he authorization process should 7 evidence the consumer's identity and assent to the authorization." Id. at $\P10(b)$, comment 5. The Official Staff Commentary further provides that "[a]n authorization is valid if it is readily 8 9 identifiable as such and the terms of the preauthorized transfer are clear and readily understandable." Id. at ¶10(b), comment 6. 10

11 In multiple instances, Defendants have debited Plaintiff's and also the putative 98. members of the subclass' bank accounts on a recurring basis without obtaining a written 12 13 authorization signed or similarly authenticated for preauthorized electronic fund transfers from Plaintiff's and also the members of the putative subclass' accounts, thereby violating 14 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12 15 16 C.F.R. § 205.10(b).

17 99. In multiple instances, Defendants have debited Plaintiff's and also the putative Class members' bank accounts on a recurring basis without providing a copy of a written 18 authorization signed or similarly authenticated by Plaintiff or the putative Class members for 19 20 preauthorized electronic fund transfers, thereby violating Section 907(a) of the EFTA, 15 21 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

MISCELLANEOUS

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

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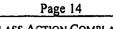
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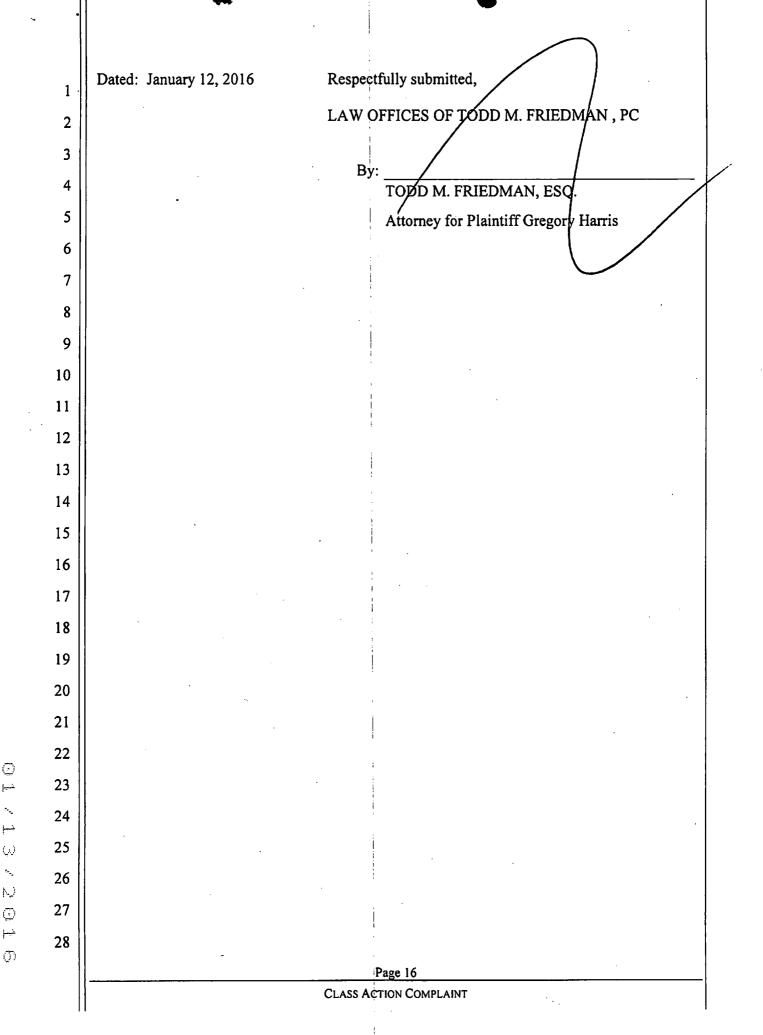


CLASS ACTION COMPLAINT

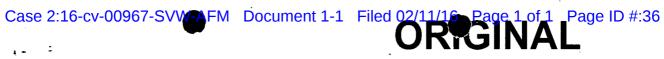
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1		REQUEST FOR JURY TRIAL			
2	101.	Plaintiff requests a trial by jury as to all claims so triable.			
3	PRAYER FOR RELIEF				
4	102.	Plaintiff, on behalf of himself and the Class, requests the following relief:			
5	· · .	(a) An order certifying the Class and appointing Plaintiff as Representative			
6		of the Class;			
7		(b) An order certifying the undersigned counsel as Class Counsel;			
8		(c) An order requiring AMAZON.COM, LLC, at its own cost, to notify all			
9		Class Members of the unlawful and deceptive conduct herein;			
10		(d) An order requiring AMAZON.COM, LLC to engage in corrective			
11	;	advertising regarding the conduct discussed above;			
12		(e) Actual damages suffered by Plaintiff and Class Members as applicable			
13	· ·	or full restitution of all funds acquired from Plaintiff and Class			
14		Members from the sale of misbranded Class Products during the			
15		relevant class period;			
16		(f) Punitive damages, as allowable, in an amount determined by the Court			
17		or jury;			
18 [.]		(g) Any and all statutory enhanced damages;			
19		(h) All reasonable and necessary attorneys' fees and costs provided by			
20		statute, common law or the Court's inherent power;			
21		(i) Pre- and post-judgment interest; and			
22		(j) All other relief, general or special, legal and equitable, to which Plaintiff			
23		and Class Members may be justly entitled as deemed by the Court.			
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CLASS ACTION COMPLAINT



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(CTACION JUDICIAL) NOTICE TO DEFENDANT: (XVISS AL DEFINADADOD): AMAZON.COM, LLC YOU ARE BEING SUED BY PLAINTIFF: (D ESTA DEMANDADO EL DEMANDANTE): GREGORY HARRIS, individually, and on behalf of other members of the general public similarly situated MOTOR: TO DEFENDATION OF LOWADANTE): GREGORY HARRIS, individually, and on behalf of other members of the general public similarly situated MOTOR: TO DEFENDATION OF LOWADANTE): ON DATE STA DEMANDANO EL DEMANDANTE): Note see Colleging of the set of the			SUM-100			
NOTICE TO DEFENDANT: WINS OAL DEFENDANT: WINS OAL DEFENDANT: SAMAZON.COM, LLC YOU ARE BEING SUED BY PLAINTIFF: LO ESTA DEMANDADOE L. DEMANDANTE: GREGORY HARRIS, individually, and on behalf of other members of the general public similarly situated MALTON AND OL LOWARDANTE: GREGORY HARRIS, individually, and on behalf of other members of the general public similarly situated MALTON AND OL LOWARDANTE: GREGORY HARRIS, individually, and on behalf of other members of the general public similarly situated MALTON AND OL LOWARDANTE: GREGORY HARRIS, individually, and on behalf of other members of the general public similarly situated MALTON AND OL ALENAAD DAYS after this summons and legal papers an served on you to fit a written response at this court and the ary our the set on the set of the set	(CI1		FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)			
YOU ARE BEING SUED BY PLAINTFF: LO ESTA DEMANDANDO EL DEMANDANTE): Share in the second of the s			Superior Court of California			
LO ESTA DEMANDANCE EL DEMANDANCE : Py	AMAZON.COM, LLC		JAN 1 3 2016			
GREGORY HARRIS, individually, and on behalf of other members of the general public similarly situated Ising/in Chambers OPTICE! You have been sued. The count may decide against you without your being heard unless you respond within 30 days. Read the informalion without you are being within you are not power and the security of the count bear your account and you can be any our response. You in you be in a written response at this court and have a copy response. You can find these court forms and more information at the California Courts Courts and have a copy our sequence. You in you cannot after the court bear your account in the california can be account on high up our response. You in you may be a test by default, and your wages have not be california to calif a storey right way. If you do not know an atoms you may be alse write the sequences inclusion is the California Legal Services Web alse loww in wheperaffornia any, the California Courts Courts of the second the sequences and the second to the california can atoms you want to californ action can court you are subcaling in the california capit Services with a statution is an oncort legal activices program. You can califor the california Legal Services with a statution is an oncort legal activices program. You can califor the california Legal Services with a statution is an outcal to california legal services with a statution is an outcal to a statution is an atoms of the statution is an atoms of the statution is an outcal to a statution is an outcal to a statution is an atom statution is an outcal to a statution is an outcal atom and attemption at a statution is an atoms of the statution is an atoms of the statution is an atom s			Sherri R. Carter, Executive Officer/Cleri			
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(El nombre y dirección de la conte es): Superior Court of Los Angeles County (Múmero del Caso): (BC 6 0 6 9 8 4 BC 6 0 6 9 8 4 Deputy (Adjunto) Clerk, by (Secretario) Clerk, by (Secretario) (For proof of service of Summons, (POS-010).) (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010). (Para prueba de entrega de esta ci	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.countinto.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 apf time 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), the California Courts Online Self-Help Center (www.covise/fihelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for walved 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. JAVISOI Lo han demandado. Si no responde dentro de 30 dias, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta contra vestos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.suconte.ca.gov), en la biblioteca de leyes de su condado o en la					
Los Angeles, CA 90012 BC 6 0 0 0 0 4 The name, address, and telephone number of plaintiffs attomey, or plaintiff without an attorney, is: (EI nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Todd M. Friedman, 324 S. Beverly Dr., #725, Beverly Hills, CA 90212, 877-206-4741 . Deputy DATE: (Fecha)AN 1 3 2016 SHERRI R. CARTER Clerk, by . Deputy (For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010).) (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010).) (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010).) (Pos-010). (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010).) NOTICE TO THE PERSON SERVED: You are served 1 as an individual defendant. 2 as the person sued under the fictitious name of (specify): 3. on behalf of (specify): 3. on behalf of (specify): 0. CCP 416.50 (minor) CCP 416.50 (conservatee) CCP 416.90 (authorized person) 0. 0. CCP 416.50 (minor) CCP 416.50 (minor) CCP 416.90 (authorized person) 0. 0. Pago 1 of 1 Fum	(El nombre y dirección de la corte	t is: es): Superior Court of Los Angeles County				
The name, address, and telephone number of plaintiffs attorney, or plaintiff without an attorney, is: (EI nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Todd M. Friedman, 324 S. Beverly Dr., #725, Beverly Hills, CA 90212, 877-206-4741 , Deputy DATE: (Clerk, by , Deputy (Fechal AN 1 3 2016 SHERRI R. CARTER Clerk, by , Deputy (For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010).) NOTICE TO THE PERSON SERVED: You are served			BC606984			
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bai Todd M. Friedman, Esq. SBN 216752	number, and address):	FOR COURT USE ONLY
Law Offices of Todd M. Friedman		FILED
324 S. Beverly Dr., #725		Superior Court of California
Beverly Hills, CA 90212 TELEPHONE NO.: 877-206-4741	FAX NO.: 866-633-0228	County of Los Angeles
ATTORNEY FOR (Name): Plaintiff, GREGORY		county of Bos Angenes
SUPERIOR COURT OF CALIFORNIA, COUNTY OF L		JAN 1 3 2016
STREET ADDRESS: 111 North Hill St.	56 ·	
MAILING ADDRESS: 111 North Hill St.		Sherri R. Garter, Executive Officer/Clerk
CITY AND ZIP CODE: LOS Angeles, CA 900	012	(1)
BRANCH NAME:	·	By Skem, Deputy Ishayla Chambers
CASE NAME:		Isnayia Chambers
GREGORY HARRIS v. AMAZON	.COM, LLC	
	Complex Case Designation	
Unlimited Limited	Counter Joinder	BC 6 0 6 9 8 4
Amount (Amount demanded demanded is	Filed with first appearance by defend	HIDGE:
exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402)	DEPT:
	low must be completed (see instructions of	on page 2).
1. Check one box below for the case type that		
Auto Tort	Contract	Provisionally Complex Civil Litigation
Auto (22)	Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400–3.403),
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property	Other collections (09)	Construction defect (10)
Damage/Wrongful Death) Tort	Insurance coverage (18)	Mass tort (40)
Asbestos (04)	Other contract (37)	Securities litigation (28)
Product liability (24) Medical malpractice (45)	Real Property	Environmental/Toxic tort (30)
Other PI/PD/WD (23)	Eminent domain/Inverse condemnation (14)	Insurance coverage claims arising from the above listed provisionally complex case
Non-PU/PD/WD (Other) Tort	Wrongful eviction (33)	types (41)
Business tort/unfair business practice (07	Other real property (26)	Enforcement of Judgment
Civil rights (08)	Unlawful Detainer	Enforcement of judgment (20)
Defamation (13)	Commercial (31)	Miscellaneous Civil Complaint
Fraud (16)	Residential (32)	RICO (27)
Intellectual property (19)	Drugs (38)	Other complaint (not specified above) (42)
Professional negligence (25)	Judicial Review	Miscellaneous Civil Petition
Other non-PI/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)
Employment	Petition re: arbitration award (11)	Other petition (not specified above) (43)
Wrongful termination (36)	Writ of mandate (02)	
Other employment (15)	Other judicial review (39)	
2. This case 1 is is is not com factors requiring exceptional judicial mana		iles of Court. If the case is complex, mark the
a. Large number of separately repre-	·	r of witnesses
b. Extensive motion practice raising		with related actions pending in one or more courts
issues that will be time-consumin		ties, states, or countries, or in a federal court
c. Substantial amount of documenta		ostjudgment judicial supervision
2 Demodies county (shock all that each du		
3. Remedies sought (check all that apply): a	. v monetary b. i nonmonetary; o	teclaratory or injunctive relief C punitive
 4. Number of causes of action (specify): 4 5. This case is not a cla 	ss action suit.	
6. If there are any known related cases, file a		may use form CM-015)
•		
Date: January 12, 2016 Todd M. Friedman		
(TYPE OR PRINT NAME)	(\$	IGNATURE OF PARTY OR ATTORNEY FOR PARTY)
	NOTICE /	- (
Plaintiff must file this cover sheet with the under the Probate Code, Family Code, or	TITST paper filed in the action or proceeding Welfare and Institutions Code) (Cal. Pul-	g (except small claims cases or cases filed es of Court, rule 3.220.) Failure to file may result
in sanctions.		
 File this cover sheet in addition to any cov 	er sheet required by local court rule.	
	seq. of the California Rules of Court, you	I 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 	e 3.740 or a complex case, this cover she	et will be used for statistical purposes only.
		Page 1 of 2
Form Adopted for Mandatory Use Judicial Council of California	CIVIL CASE COVER SHEET	Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740; Cal. Standards of Judicial Administration, std. 3.10
CM-010 [Rev. July 1, 2007]		www.courtinfa.ca.gov American LegalNet, Inc.
		www.FormsWorkflaw.com

Case 2:16-cv-00967-SVW Document 1-2

BY FAX

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Case 2:16-cv-00967-SVW_AFM Document 1-2 Filed 02/11/16 Page 2 of 6 Page ID #:38

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1. check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice **Physicians & Surgeons** Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of **Emotional Distress** Negligent Infliction of **Emotional Distress** Other PI/PD/WD Non-PI/PD/WD (Other) Tort **Business Tort/Unfair Business** Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., stander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WD Tort (35) Employment Wrongful Termination (36) Other Employment (15)

CASE TYPES AND EXAMPLES

Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case-Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) **Contractual Fraud** Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wronaful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure **Ouiet Title** Other Real Property (not eminent domain, landlord/tenant, or foreclosure) Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential) Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ-Administrative Mandamus Writ-Mandamus on Limited Court Case Matter Writ-Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal-Labor **Commissioner Appeals**

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403) Antitrust/Trade Regulation (03) **Construction Defect (10)** Claims Involving Mass Tort (40) Securitles Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41) Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (nondomestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case **Miscellaneous Civil Complaint RICO (27)** Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (nonharassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex) **Miscellaneous Civil Petition** Partnership and Corporate Governance (21) Other Petition (not specified above) (43) **Civil Harassment** Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition

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SHORT TITLE:	GREGORY	HARRIS	v. AMAZO	DN.COM.	LLC
	ONECOUNT	1 1/ 1/ 1/ 1/0	* . / WYI/ W_	211.0011	

CASE NUMBER

BC 6 0 6 9 8 4

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:

CLASS ACTION3 YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 2-3 JURY TRIAL? YES 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)

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
 May be filed in central (other county, or no bodily injury/property damage).
 Location where cause of action arose.
 Location where bodily injury, death or damage occurred.
 Location where performance required or defendant resides.

- Location of property or permanently garaged vehicle.
 Location where petitioner resides.
 Location wherein defendant/respondent functions wholly.
 Location where one or more of the parties reside.
 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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
0 4	Auto (22)	A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Auto Tort	Uninsured Motorist (46)	A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
>	Asbestos (04)	A6070 Asbestos Property Damage A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
roperty th Tort	Product Liability (24)	A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
ıl Injury/ Pı ngful Deat	Medical Malpractice (45)	A7210 Medical Malpractice - Physicians & Surgeons A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Other Personal Injury Property Damage Wrongful Death (23)	 A7250 Premises Liability (e.g., slip and fall) A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) A7270 Intentional Infliction of Emotional Distress A7220 Other Personal Injury/Property Damage/Wrongful Death 	1., 4. 1., 4. 1., 3. 1., 4.

LACIV 109 (Rev 3/15)

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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

Local Rule 2.3 Page 1 of 4

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ORT TITLE:	GREGORY HARRIS v. AM	AZON.COM, LLC		
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step Above	
	Business Tort (07)	A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.	
Perty Tort	Civil Rights (08)	A6005 Civil Rights/Discrimination	1., 2., 3.	
y/ Proj Death	Defamation (13)	A6010 Defamation (slander/libel)	1., 2., 3.	
il Injur ngful	Fraud (16)	A6013 Fraud (no contract)	1., 2., 3.	
Non-Personal Injury/ Property Damage/ Wrongfu! Death Tort	Professional Negligence (25)	 A6017 Legal Malpractice A6050 Other Professional Malpractice (not medical or legal) 	1., 2., 3. 1., 2., 3.	
No No	Other (35)	A6025 Other Non-Personal Injury/Property Damage tort	2.5.	
ant	Wrongful Termination (36)	A6037 Wrongful Termination	1., 2., 3.	
Employment	Other Employment (15)	A6024 Other Employment Complaint Case A6109 Labor Commissioner Appeals	1., 2., 3. 10.	
	Breach of Contract/ Warranty (06) (not insurance)	 A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) A6019 Negligent Breach of Contract/Warranty (no fraud) A6028 Other Breach of Contract/Warranty (not fraud or negligence) 	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.	
Contract	Collections (09)	 A6002 Collections Case-Seller Plaintiff A6012 Other Promissory Note/Collections Case A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) 	2., 5., 6, 11 2., 5, 11 5, 6, 11	
	Insurance Coverage (18)	A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
	Other Contract (37)	 A6009 Contractual Fraud A6031 Tortious Interference A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) 	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.	
£	Eminent Domain/Inverse Condemnation (14)	A7300 Eminent Domain/Condemnation Number of parcels	2.	
Real Property	Wrongful Eviction (33)	A6023 Wrongful Eviction Case	2., 6.	
Real	Other Real Property (26)	 A6018 Mortgage Foreclosure A6032 Quiet Title A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) 	2., 6. 2., 6. 2., 6.	
ainer	Unlawful Detainer-Commercial (31)	A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.	
Unlawful Detainer	Unlawful Detainer-Residential (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.	
Inlawf	Unlawful Detainer- Post-Foreclosure (34)	Jnlawful Detainer-		
þ	Unlawful Detainer-Drugs (38)	A6022 Unlawful Detainer-Drugs	2., 6.	

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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

Local Rule 2.3 Page 2 of 4 Case 2:16-cv-00967-SVWAFM Document 1-2 Filed 02/11/16 Page 5 of 6 Page ID #:41

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

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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

Local Rule 2.3 Page 3 of 4 SHORT TITLE: GREGORY HARRIS V. AMAZON.COM, LLC

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.			ADDRESS: 373 S. Cochran Ave., #104
□ 1. □ 2. ∅ 3. □ 4. □ 5. □ 6. □ 7. □ 8. @ 9. @ 10. ₪ 11.			
CITY:	STATE:	ZIP CODE:	
Los Angeles	CA	90036	

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 <u>Stanley Mosk</u> courthouse in the <u>Central</u> 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: January 12, 2016

Case 2:16-cv-00967-SV

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(SIGNATURE OF ATTORNEY/FILING PARTY)

Document 1-2 Filed 02/11/1 Page 6 of 6 Page ID #:42

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.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

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	1	Todd M. Friedman (216752) Adrian R. Bacon (280332)	CAY
	2	Law Offices of Todd M. Friedman, P.C.	FILED
	3	324 S. Beverly Dr., #725 Beverly Hills, CA 90212 グルンろり	Superior Court of California County of Los Angeles
		Phone: 877-206-4741	eth JAN 1 3 2016
	4	Fax: 866-633-0228 COMM tfriedman@attorneysforconsumers.com	PRECMAN Sherri R. Karyer, Executive Officer/Clerk
	5	abacon@attorneysforconsumers.com	By Deputy
	6	Attorneys for Plaintiff	Ishayla Chambers
	7	Attorneys for Plaintiff, Gregory Harris, and a	ill others similarly situated
	8	Superior Co	urt of California
	9	For the Count	y of Los Angeles
	10	·	BC 6 0 6 9 8 4
	11	GREGORY HARRIS, individually, and on behalf of other members of the general	Case No.
	12	public similarly situated,	CLASS ACTION COMPLAINT
	13	Plaintiff,	(1) Violation of Unfair Competition Law (Cal. Business & Professions Code
	14	vs.	§§ 17500 et seq.) and
	15	AMAZON.COM, LLC,	(2) Violation of Unfair Competition Law (Cal. Business & Professions Code
	16	Defendant.	 §§ 17200 et seq.) (3) Violation of Consumer Legal Remedies
	17	· · ·	Act (Cal. Civ. Code §§ 1750 et seq.) (4) Violation of Electronic Funds Transfer
	18		Act (15 U.S.C. §1693 et seq.)
			Jury Trial Demanded
	19		Jury I mai Demanded
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	21		
\overline{a}	22		CIT/CASE RECEIPT DATE PAI PAVMENT: RECEIVED CF CF
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		CLASS ACT	ION COMPLAINT

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Case 2:16-cv-00967-SVW AFM Document 1-3 Filed 02/11/16 Page 2 of 23 Page ID #:44

Plaintiff Gregory Harris ("Plaintiff"), individually and on behalf of all other members of the public similarly situated, allege as follows:

NATURE OF THE ACTION

1. Plaintiff brings this class action Complaint against Defendant AMAZON.COM, LLC (hereinafter "Defendant") to stop Defendant's practice of falsely advertising its services and to obtain redress for a nationwide class of consumers ("Class Members") who purchased these services, within the applicable statute of limitations period.

2. Defendant is a Delaware corporation and is engaged in the manufacture, sale, 8 9 and distribution of computers and related equipment and services with its principle place of business in Delaware and headquarters in Washington. 10

11 3. Defendant represents to its consumers that they could use its services to 12 purchase products directly from its website at no cost to the consumer in addition to the cost 13 of the product.

4. 14 However, despite these representations, Defendant charged Plaintiff and 15 similarly situated consumers additional fees. Specifically, when consumers purchased 16 products from Defendant, they were also charged an additional "Amazon Prime" membership 17 fee.

5. Defendant misrepresented and falsely advertised its services to Plaintiff and 18 19 others similarly situated.

20 6. Defendant's misrepresentations to Plaintiff and others similarly situated caused 21 them to use Defendant's services, which Plaintiff and others similarly situated would not have 22 used absent these misrepresentations by Defendant and its employees. In so doing, Defendant 23 has violated California consumer protection statutes.

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NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT

7. Consumers purchase products on Defendant's website.

8. Consumers rely on the representations and advertisements of retailers in order to know which products and services to use.

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Page 1

CLASS ACTION COMPLAINT

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Case 2:16-cv-00967-SVW AFM Document 1-3 Filed 02/11/16 Page 3 of 23 Page ID #:45

Defendant is an online company that is engaged in the sale of many different 9. kinds of products through facilitating sales by third party retailers.

Consumers use Defendant's representations in order to determine whether or 3 10. not to use its services and purchase products on Defendant's website. 4

Defendant profits from both from the sale of its products as well as its services. 11. With proper representation, many of the consumers would not have purchased products from Defendant.

12. Defendant conceals that it charges a membership fee when consumers purchase 8 9 products on its website.

10 13. Defendant does not present consumers with a written copy of the correct terms 11 of the purchase prior to purchase.

12 14. Defendant makes written representations to consumers which contradict what is 13 actually charged to Defendants.

The aforementioned written and oral representations are objectively false, and 14 15. 15 constitute a false advertisement under Cal. Bus. & Prof. Code §§ 17500 et. seq., and an 16 unlawful, unfair, or deceptive business practices under Cal. Bus. & Prof. Code §§ 17200 et. 17 seq.

16. 18 Defendant's violations of the law include, but not limited to, the false 19 advertising, marketing, representations, and sale of the invalid Class Products to consumers in 20 California.

21 17. On behalf of the class, Plaintiff seeks an injunction requiring Defendant to 22 cease advertising its services as free and an award of damages to the Class Members, together 23 with costs and reasonable attorneys' fees.

JURISDICTION AND VENUE

18. All claims in this matter arise exclusively under California law.

This matter is properly venued in the Superior Court of California for the 19. County of Los Angeles in that Plaintiff resides in this district and used Defendant's services

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within it. In addition, Defendant does business in this district.

THE PARTIES

20. Plaintiff Gregory Harris is a citizen and resident of the State of California, 3 County of Los Angeles. 4

Defendant AMAZON.COM, LLC is a Limited Liability Company with its 21. principle place of business located in Delaware and headquarters in Washington. Defendant is a Delaware Corporation. Defendant's principle place of business is within California.

22. Plaintiff alleges, on information and belief, that Defendant's marketing 8 9 campaigns, as pertains to this matter, we're created by Defendant at its principle place of 10 business in California, and were disseminated from California, nationwide.

11 23. Plaintiff is informed and believes, and thereon alleges, that at all time relevant, Defendant's sales of products and services are governed by the controlling law in the state in 12 13 which it does business and from which the sales or products and services, and the allegedly unlawful acts originated, which is California. 14

15 24. Plaintiff is informed and believes, and thereon alleges, that each and all of the 16 acts and omissions alleged herein were performed by, or is attributable to, Defendant and/or its employees, agents, and/or third parties acting on its behalf, each acting as the agent for the 17 other, with legal authority to act on the other's behalf. The acts of any and all of Defendant's 18 19 employees, agents, and/or third parties acting on its behalf, were in accordance with, and 20 represent, the official policy of Defendant.

Plaintiff is informed and believes, and thereon alleges, that said Defendant is in 25. some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions of each and all its employees, agents, and/or third parties acting on its behalf, in proximately causing the damages herein alleged.

At all relevant times, Defendant ratified each and every act or omission 26. complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions as alleged herein.

> Page 3 CLASS ACTION COMPLAINT

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1	PLAINTIFF'S FACTS	
2	27. In or around June of 2015 Plaintiff went to Defendant's website and purchased	i
3	some products utilizing Defendant's services.	
4	28. In utilizing these services, Plaintiff was informed through various writter	נ
5	representations by Defendant that he would not be charged for membership and only the	3
6	products that he purchased.	
7	29. As a result of Defendant's representations, Plaintiff provided Defendant with	ı
8	his debit card information in order to purchase the products referred to above.	
9	30. However, Defendant upgraded his account to the premium membership known	1
10	as "Amazon Prime" without his permission or knowledge.	
11	31. Including taxes and fees Plaintiff was charged on his debit card for over	r
12	\$107.91 for the premium membership.	
13	32. Plaintiff is informed, believes, and thereupon alleges that Defendant set up	2
14	Plaintiff's payment of the unauthorized and undesired membership to automatically withdraw	7
15	money directly from Plaintiff's bank account.	
16	33. Plaintiff canceled the membership with Defendant after one withdrawal o	f
17	\$107.91.	
18	34. Plaintiff is informed, believes, and thereupon alleges that had not Plaintif	f
19	canceled the membership services, the Defendant would have taken additional unauthorized	,
20	multiple, and reoccurring payments from Plaintiff's bank account.	
21	35. Plaintiff was drawn to use Defendant's website in part by Defendant's prices.	
22	36. Relying on Defendant's assurances that the prices by Defendant would be	3
23	accurate, Plaintiff decided to purchase products from Defendant's website.	
24	37. Such sales tactics rely on falsities and have a tendency to mislead and deceive a	ł
25	reasonable consumer.	
26	38. Plaintiff alleges that Defendant's representations were part of a common	1
27	scheme to mislead consumers and incentivize them to purchase products from its website.	
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	CLASS ACTION COMPLAINT	

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- 1	39.	In purchasing the products from Defendant, Plaintiff relied upon Defendant's
2	representation	ns.
3	40.	Plaintiff would not have purchased products from Defendant if he knew that the
4	above-referer	nced statements made by Defendant were false.
5	41.	Had Defendant properly marketed, advertised, and represented its services as
6	costing a hide	den fee, Plaintiff would not have used Defendant's services.
7	42.	Plaintiff gave his money to Defendant because of the prices of Defendant's
8	products. De	fendant benefited from falsely advertising its products and services. Plaintiff
9	received not	hing for giving his money to Defendant. Defendant benefited on the loss to
10	Plaintiff and	provided nothing of benefit to Plaintiff in exchange.
11	43.	Had Defendant properly marketed, advertised, and represented its services, no
12	reasonable co	onsumer who purchased a printer would have believed that they could purchase
13	products fron	n Defendant without paying a membership fee.
14	х.	CLASS ACTION ALLEGATIONS
15	.44.	Plaintiff incorporates all preceding paragraphs as though fully set forth herein.
16	45.	Plaintiff brings this action, on behalf of himself and all others similarly
17	situated, and	thus, seeks class certification under California Code of Civil Procedure § 382.
18	46.	The class Plaintiff seeks to represent (the "Class") is defined as follows:
19		All consumers, who, between the applicable statute of
20		limitations and the present, purchased products from Defendant and were charged an additional membership fee.
21	47.	As used herein, the term "Class Members" shall mean and refer to the members
22		lescribed above.
23	48.	Excluded from the Class are Defendant, its affiliates, employees, agents, and
24	attorneys, and	
25		
26	49.	Plaintiff also seeks to represent the subclass ("subclass") defined as follows:
27		All persons in the United States whose bank accounts were
28		debited on a reoccurring basis by Defendants without Defendants
		Page 5
		CLASS ACTION COMPLAINT

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obtaining a written authorization signed or similarly authenticated for preauthorized electronic fund transfers within the one year prior to the filing of this Complaint.

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50. Plaintiff reserves the right to amend the Class, and to add additional subclasses, if discovery and further investigation reveals such action is warranted.

51. Upon information and belief, the proposed class is composed of thousands of persons. The members of the class are so numerous that joinder of all members would be unfeasible and impractical.

52. No violations alleged in this complaint are contingent on any individualized interaction of any kind between class members and Defendant.

53. Rather, all claims in this matter arise from the identical, false, affirmative 10 written statements that consumers would not need to pay additional fees to purchase products 11 from Defendant's website. 12

54. There are common questions of law and fact as to the Class Members that predominate over questions affecting only individual members, including but not limited to:

- (a) Whether Defendant engaged in unlawful, unfair, or deceptive business practices in charging Plaintiff and other Class Members for membership fees when they purchased products from Defendant;
 - (b) Whether Defendant made misrepresentations with respect to its services;
 - Whether Defendant profited from charging membership fees; (c)

Whether Defendant violated California Bus. & Prof. Code § 17200, et (d) seq., California Bus. & Prof. Code § 17500, et seq., and California Civ. Code § 1750, et seq.;

Whether Defendant violated California Bus. & Prof. Code § 17200, et (e) seq., California Bus. & Prof. Code § 17500, et seq., and California Civ. Code § 1750, et seq.;

Whether Plaintiff and Class Members are entitled to equitable and/or (f) injunctive relief;

Whether Defendant's unlawful, unfair, and/or deceptive practices (g)

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1	harmed Plaintiff and Class Members; and
2	(h) The method of calculation and extent of damages for Plaintiff and Class
3	Members.
4	55. Plaintiff is a member of the class he seeks to represent
5	56. The claims of Plaintiff are not only typical of all class members, they are
6	identical.
7	57. All claims of Plaintiff and the class are based on the exact same legal theories.
8	58. Plaintiff has no interest antagonistic to, or in conflict with, the class.
9	59. Plaintiff is qualified to, and will, fairly and adequately protect the interests of
10	each Class Member, because Plaintiff bought Class Products from Defendant during the Class
11	Period. Defendant's unlawful, unfair and/or fraudulent actions concerns the same business
12	practices described herein irrespective of where they occurred or were experiences. Plaintiff's
13	claims are typical of all Class Members as demonstrated herein.
14	60. Plaintiff will thoroughly and adequately protect the interests of the class,
15	having retained qualified and competent legal counsel to represent himself and the class.
16	61. Common questions will predominate, and there will be no unusual
17	manageability issues.
18	FIRST CAUSE OF ACTION
19	Violation of the California False Advertising Act
20	(Cal. Bus. & Prof. Code §§ 17500 <i>et seq</i> .)
21	62. Plaintiff incorporates by reference each allegation set forth above.
22	63. Pursuant to California Business and Professions Code section 17500, et seq., it
23	is unlawful to engage in advertising "which is untrue or misleading, and which is known, or
24	which by the exercise of reasonable care should be known, to be untrue or misleadingorto
25	so make or disseminate or cause to be so made or disseminated any such statement as part of a
26	plan or scheme with the intent not to sell that personal property or those services, professional
27	or otherwise, so advertised at the price stated therein, or as so advertised."
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CLASS ACTION COMPLAINT

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64. California Business and Professions Code section 17500, et seq.'s prohibition against false advertising extends to the use of false or misleading written statements.

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65. Defendant misled consumers by making misrepresentations and untrue statements about its services, namely, Defendant informed Plaintiff and Class Members that it would not charge them for membership fees in order to purchase products on its website, and made false representations to Plaintiff and other putative class members in order to solicit these transactions.

66. Defendant knew that their representations and omissions were untrue and 8 9 misleading, and deliberately made the aforementioned representations and omissions in order 10 to deceive reasonable consumers like Plaintiff and other Class Members.

11 67. As a direct and proximate result of Defendant's misleading and false 12 advertising, Plaintiff and the other Class Members have suffered injury in fact and have lost 13 money or property. Plaintiff reasonably relied upon Defendant's representations regarding 14 Defendant's services. In reasonable reliance on Defendant's false advertisements, Plaintiff 15 and other Class Members purchased products from Defendant. In turn Plaintiff and other 16 Class Members were charged more than represented, and therefore Plaintiff and other Class Members have suffered injury in fact. 17

18 68. Plaintiff alleges that these false and misleading written representations made by 19 Defendant constitute a "scheme with the intent not to sell that personal property or those 20 services, professional or otherwise, so advertised at the price stated therein, or as so 21 advertised."

Defendant advertised to Plaintiff and other putative class members, through 69. written representations and omissions made by Defendant and its employees, that they could purchase products without paying a membership fee.

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70. Defendant knew that a membership fee would be charged.

Thus, Defendant knowingly sold charged Plaintiff and other putative class 71. members for fees that it represented as not charging.

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1	72. The misleading and false advertising described herein presents a continuing
2	threat to Plaintiff and the Class Members in that Defendant persists and continues to engage in
3	these practices, and will not cease doing so unless and until forced to do so by this Court.
4	Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or
5	restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering
6	Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiff
7	and all Class Members Defendant's revenues associated with their false advertising, or such
8	portion of those revenues as the Court may find equitable.
9	SECOND CAUSE OF ACTION
10	Violation of Unfair Business Practices Act
11	(Cal. Bus. & Prof. Code §§ 17200 et seq.)
12	73. Plaintiff incorporates by reference each allegation set forth above.
13	74. Actions for relief under the unfair competition law may be based on any
14	business act or practice that is within the broad definition of the UCL. Such violations of the
15	UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff
16	is required to provide evidence of a causal connection between a defendant's business
17	practices and the alleged harmthat is, evidence that the defendant's conduct caused or was
18	likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the
19	defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the
20	statutory definition of unfair competition covers any single act of misconduct, as well as
21	ongoing misconduct.
22	UNFAIR
23	75. California Business & Professions Code § 17200 prohibits any "unfair
24	business act or practice." Defendant's acts, omissions, misrepresentations, and practices as
25	alleged herein also constitute "unfair" business acts and practices within the meaning of the
26	UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
27	immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any

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CLASS ACTION COMPLAINT

alleged benefits attributable to such conduct. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein. Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

76. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or competition; and, (3) is not one that consumers themselves could reasonably have avoided.

9 77. Here, Defendant's conduct has caused and continues to cause substantial injury
10 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
11 in fact due to Defendant's decision to charge them for its services in order to buy products.
12 Thus, Defendant's conduct has caused substantial injury to Plaintiff and the members of the
13 Class.

14 78. Moreover, Defendant's conduct as alleged herein solely benefits Defendant 15 while providing no benefit of any kind to any consumer. Such deception utilized by 16 Defendant convinced Plaintiff and members of the Class that Defendant's services were free, 17 in order to induce them to spend money on its website. In fact, knowing that Defendant's 18 services cost money, Defendant's unfairly profited from Plaintiff and Class Members. Thus, 19 the injury suffered by Plaintiff and the members of the Class is not outweighed by any 20 countervailing benefits to consumers.

79. Finally, the injury suffered by Plaintiff and members of the Class is not an injury that these consumers could reasonably have avoided. After Defendant, falsely represented Defendant's services, these consumers suffered injury in fact due to Defendant's charge for premium membership. Defendant failed to take reasonable steps to inform Plaintiff and class members that Defendant's services included a charge for premium membership, including failing to provide an opportunity to Plaintiff and class members to read and review the accurate conditions of the purchase prior to purchasing items from Defendant. As such,

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Defendant took advantage of Defendant's position of perceived power in order to deceive Plaintiff and the Class members to use its services. Therefore, the injury suffered by Plaintiff and members of the Class is not an injury which these consumers could reasonably have avoided.

Thus, Defendant's conduct has violated the "unfair" prong of California 80. 5 Business & Professions Code § 17200. 6

FRAUDULENT

81. California Business & Professions Code § 17200 prohibits any "fraudulent ... 8 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a 9 10 consumer must allege that the fraudulent business practice was likely to deceive members of 11 the public.

12 82. The test for "fraud" as contemplated by California Business and Professions 13 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 14 17200 violation can be established even if no one was actually deceived, relied upon the fraudulent practice, or sustained any damage. 15

16 83. Here, not only were Plaintiff and the Class members likely to be deceived, but these consumers were actually deceived by Defendant. Such deception is evidenced by the 17 18 fact that Plaintiff purchased products using Defendant's website under the basic assumption 19 that he would not be charged an additional price. Plaintiff's reliance upon Defendant's 20 deceptive statements is reasonable due to the unequal bargaining powers of Defendant and 21 Plaintiff. For the same reason, it is likely that Defendant's fraudulent business practice would 22 deceive other members of the public.

84. As explained above, Defendant deceived Plaintiff and other Class Members by representing its services as being free, falsely represented these services to consumers.

85. Thus, Defendant's conduct has violated the "fraudulent" prong of California Business & Professions Code § 17200.

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California Business and Professions Code Section 17200, et seq. prohibits "any 86. unlawful...business act or practice."

As explained above, Defendant deceived Plaintiff and other Class Members by 3 87. representing the services as being free. 4

Defendant used false advertising, marketing, and misrepresentations to induce 5 88. Plaintiff and Class Members to purchase the Class Products, in violation of California 6 7 Business and Professions Code Section 17500, et seq. Had Defendant not falsely advertised, marketed or misrepresented the Class Products, Plaintiff and Class Members would not have 8 9 purchased the Class Products. Defendant's conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members. 10

11 89. These representations by Defendant are therefore an "unlawful" business practice or act under Business and Professions Code Section 17200 et seq. 12

13 90. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as 14 set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code 15 16 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately 17 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions. 18

THIRD CAUSE OF ACTION

Violation of Consumer Legal Remedies Act

(Cal. Civ. Code § 1750 et seq.)

Legal Remedies Act, Cal. Civ. Code §1770 to the extent that Defendant violated the following

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provisions of the CLRA: a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person

Plaintiffs incorporate by reference each allegation set forth above herein.

Defendant's actions as detailed above constitute a violation of the Consumer

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has a sponsorship, approval, status, affiliation, or connection which he or he does 1 not have. Cal. Civ. Code § 1770(5); 2 b. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. Cal. Civ. 3 Code § 1770(7); 4 c. Advertising goods or services with intent not to sell them as advertised; Cal. Civ. 5 Code §1770(9): 6 d. Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; 7 Cal. Civ. Code §1770(14); and 8 e. Representing that the subject of a transaction has been supplied in accordance 9 with a previous representation when it has not; Cal. Civ. Code $\S1770(16)$; 10 93. On or about September 2, 2015, through their Counsel of record, using certified 11 mail with a return receipt requested, Plaintiffs served Defendants with notice of its violations 12 of the CLRA, and asked that Defendants correct, repair, replace or otherwise rectify the goods 13 and services alleged to be in violation of the CLRA; this correspondence advised Defendants 14 that they must take such action within thirty (30) calendar days, and pointed Defendants to the 15 provisions of the CLRA that Plaintiffs believe to have been violated by Defendants. 16 Defendants have not replied to this correspondence, and have thereby refused to timely 17 correct, repair, replace or otherwise rectify the issues raised therein. FOURTH CAUSE OF ACTION 18 19 On Behalf of Plaintiff and the Sub Class 20 (15.S.C. § 1693 et seq.) 21 Section 907(a) of the EFTA, 15 U.S.C. §1693e(a), provides that a 94. 22 "preauthorized electronic fund transfer from a consumer's account may be authorized by the 23 consumer only in writing, and a copy of such authorization shall be provided to the consumer 24 when made." 25 95. Section 903(9) of the EFTA, 15 U.S.C. § 1693a(9), provides that the term 26 "preauthorized electronic fund transfer" means "an electronic fund transfer authorized in 27 advance to recur at substantially regular intervals." 28 Page 13 **CLASS ACTION COMPLAINT**

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96. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that "[p Ireauthorized electronic fund transfers from a consumer's account may be authorized only by a writing signed or similarly authenticated by the consumer. The person that obtains the authorization shall provide a copy to the consumer."

Section 205.10(b) of the Federal Reserve Board's Official Staff Commentary to 97. 5 6 Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that "[t]he authorization process should 7 evidence the consumer's identity and assent to the authorization." Id. at $\P10(b)$, comment 5. The Official Staff Commentary further provides that "[a]n authorization is valid if it is readily 8 9 identifiable as such and the terms of the preauthorized transfer are clear and readily understandable." Id. at ¶10(b), comment 6. 10

11 In multiple instances, Defendants have debited Plaintiff's and also the putative 98. members of the subclass' bank accounts on a recurring basis without obtaining a written 12 13 authorization signed or similarly authenticated for preauthorized electronic fund transfers from Plaintiff's and also the members of the putative subclass' accounts, thereby violating 14 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12 15 16 C.F.R. § 205.10(b).

17 99. In multiple instances, Defendants have debited Plaintiff's and also the putative Class members' bank accounts on a recurring basis without providing a copy of a written 18 authorization signed or similarly authenticated by Plaintiff or the putative Class members for 19 20 preauthorized electronic fund transfers, thereby violating Section 907(a) of the EFTA, 15 21 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

MISCELLANEOUS

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

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CLASS ACTION COMPLAINT

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REQUEST FOR JURY TRIAL Plaintiff requests a trial by jury as to all claims so triable. PRAYER FOR RELIEF

- Plaintiff, on behalf of himself and the Class, requests the following relief: 102.
 - An order certifying the Class and appointing Plaintiff as Representative (a) of the Class;
 - An order certifying the undersigned counsel as Class Counsel; (b)
 - An order requiring AMAZON.COM, LLC, at its own cost, to notify all (c) Class Members of the unlawful and deceptive conduct herein;
 - An order requiring AMAZON.COM, LLC to engage in corrective (d) advertising regarding the conduct discussed above;
 - Actual damages suffered by Plaintiff and Class Members as applicable (e) or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
 - Punitive damages, as allowable, in an amount determined by the Court (f) or jury;
 - Any and all statutory enhanced damages; (g)
 - All reasonable and necessary attorneys' fees and costs provided by (h) statute, common law or the Court's inherent power;

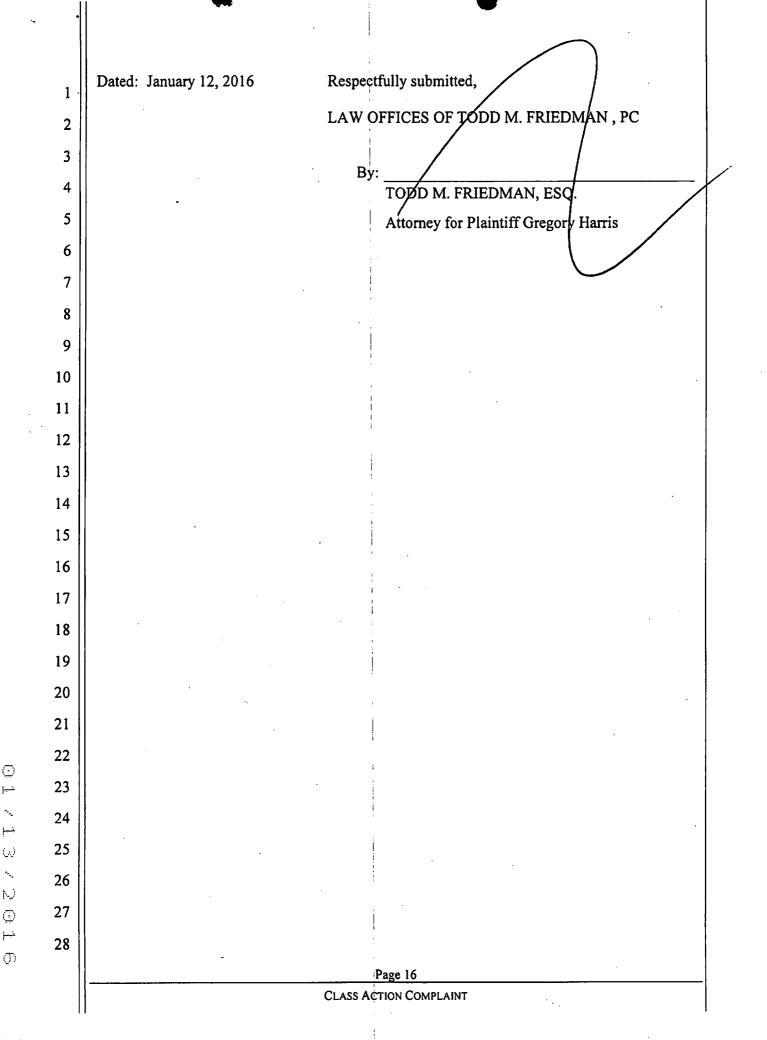
Pre- and post-judgment interest; and (i) ·

All other relief, general or special, legal and equitable, to which Plaintiff (j) and Class Members may be justly entitled as deemed by the Court.

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Law Offices of Todd M. Friedman 324 S. Beverly Dr., #725 Beverly Hills, CA 90212 TELEPRONE NO: 877-206-4741 ATTORNEY FOR (Wame): Plaintiff, GREGORY HARRIS SUPERIOR COURT OF CALFORNIA, COUNTY OF LOS Angeles STREET ADDRESS: 111 North Hill St. MALING ADDRESS: 111 North Hill St. CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC CIVIL CASE COVER SHEET CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC CIVIL CASE COVER SHEET CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC CIVIL CASE COVER SHEET Complex Case Designation Max and demanded is exceeds \$25,000 \$25,000 or less) 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: Auto Tort Auto (22) Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Propenty Damage/Wrongful Death) Tort Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD (Other) Tort Mon-PI/PD/WD (Other) Tort Business tor/Unfair business practice (07) Mass tor/Unfair business practice (07) Cher Chill State property (26) Environmental/Toxic tort (30) Non-PI/PD/WD (Other) Tort Business tor/Unfair business practice (07) Cher PI/PD/WD (23) Cher PI/PD/WD (23) Cher PI/PD/WD (24) Business tor/Unfair business practice (07) Cher real property (26) Case NUMBER: Case NUMBER: Ca	NLY California ngeles 16 c Officer/Cler s, Deputy 9 8 4
Law Offices of Todd M. Friedman 324 S. Beverly Dr., #725 Beverly Hills, CA 90212 TELEPHONE NO: 877-206-4741 ATTORNEY FOR (Name): Plaintiff, GREGORY HARRIS SUPERIOR COURT OF CALIFORMA, COUNTY OF LOS Angeles STREET ADDRESS: 111 North Hill St. MALING ADDRESS: 111 North Hill St. CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC CIVIL CASE COVER SHEET CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC CIVIL CASE COVER SHEET CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC CIVIL CASE COVER SHEET Complex Case Designation Monunt demanded demanded is exceeds \$25,000 \$25,000 or less) Lims 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: Auto Tort Auto (22) Uninsured motorist (46) Other rel/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD (Other) Tort Business tor/unfair business practice (07) Business tor/unfair business practice (07) Business tor/unfair business practice (07) Cher Case process (26) Cate PI/PD/WD (Chersonal Injury/Property Cate Contract (27) Business tor/unfair business practice (07) Cher real property (26) Cate PI/PD/WD (Chersonal Injury/Property (26) Cate PI/PD/WD (23) Cher PI/PD/WD (23) Cher PI/PD/WD (24) Cate PI/PD/WD (25) Cate PI/PD/WD (25) Cate PI/PD/WD (25) Cate PI/PD/WD (25) Cate PI/PD/WD (26) Cate PI/	California ngeles 16 Officer/Cler s, Deputy 9 8 4
324 S. Beverly Dr., #725 Superior Court of C Beverly Hills, CA 90212 FAX NO:: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, GREGORY HARRIS JAN 1 3 20 STREET ADDRESS: 111 North Hill St. JAN 1 3 20 BRANCH NAME: CTY AND 2P CODE: Los Angeles, CA 90012 BRANCH NAME: CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC Counter joinder CIVIL CASE COVER SHEET Complex Case Designation JUDGE: Deprimeted Qualimited Limited (Amount (Amount (Amount (Amount (Amount (Cal. Rules of Court, rule 3.402) Ilems 1-6 below must be completed (see instructions on page 2). Check one box below for the case type that best describes this case: Auto (22) Breach of contract/warranty (06) Uninsured motorist (46) Other collections (09) Other PI/PD/WD (Personal Injury/Property Real Property Damage/Wrongful Death) Tort Business tor/unfair business practice (07) Wrongful eviction (33) Construction defect (10) Mass tort (40) Derret PI/PD/WD (23)	California ngeles 16 984 984
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L Intellectual property (19) L Drugs (38) Other complaint (not specified of the specified of	adove) (42)
Miscellaneous Civil Petition	
Other non-PI/PD/WD tort (35)	emance (21)
Employment Petition re: arbitration award (11) Other petition (not specified ab	ove) (43)
Wrongful termination (36) Writ of mandate (02)	
Other employment (15) Other judicial review (39)	
This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex	ex, mark the
factors requiring exceptional judicial management:	
a. Large number of separately represented parties d. Large number of witnesses	
b. Extensive motion practice raising difficult or novel e. Coordination with related actions pending in on	
issues that will be time-consuming to resolve in other counties, states, or countries, or in a fe	deral court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision	
Remedies sought (check all that apply): a. 🖌 monetary b. 🗔 nonmonetary; declaratory or injunctive relief	punitive
	/
ate: January 12, 2016	
odd M. Friedman	DTV)
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PA	KIII
Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or c	ases filed
under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to) file may resu
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 set to action as according. 	sneet 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 purplet. 	oses only
	Page 1
orm Adopted for Mandatory Use CIVIL CASE COVER SHEET Cal. Rules of Court, rules 2.30, 3.2	20, 3.400-3.403, 3.7 Administration. std. 1
Guide (Gev. July 1, 2007)	www.courtinfo.ca.
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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice **Physicians & Surgeons** Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of **Emotional Distress** Negligent Infliction of **Emotional Distress** Other PI/PD/WD Non-PI/PD/WD (Other) Tort **Business Tort/Unfair Business** Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WD Tort (35) Employment Wrongful Termination (36) Other Employment (15)

CASE TYPES AND EXAMPLES

Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case-Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) **Contractual Fraud** Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wronaful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure **Ouiet Title** Other Real Property (not eminent domain, landlord/tenant, or foreclosure) Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential) Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ-Administrative Mandamus Writ-Mandamus on Limited Court Case Matter Writ-Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal-Labor **Commissioner Appeals**

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403) Antitrust/Trade Regulation (03) **Construction Defect (10)** Claims Involving Mass Tort (40) Securitles Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41) Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (nondomestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case **Miscellaneous Civil Complaint RICO (27)** Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (nonharassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex) **Miscellaneous Civil Petition** Partnership and Corporate Governance (21) Other Petition (not specified above) (43) **Civil Harassment** Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition

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CIVIL CASE COVER SHEET



CASE NUMBER

GREGORY	HARRIS	v. AMAZC	N.COM,	LLC
	GREGORY	GREGORY HARRIS	GREGORY HARRIS v. AMAZC	GREGORY HARRIS v. AMAZON.COM,

BC 6 0 6 9 8 4

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:

CLASS ACTION3 YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 2-3 JURY TRIAL? YES 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)

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
 May be filed in central (other county, or no bodily injury/property damage).
 Location where cause of action arose.
 Location where bodily injury, death or damage occurred.
 Location where performance required or defendant resides.

- Location of property or permanently garaged vehicle.
 Location where petitioner resides.
 Location wherein defendant/respondent functions wholly.
 Location where one or more of the parties reside.
 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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Abova
0 -	Auto (22)	A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Auto Tort	Uninsured Motorist (46)	A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<u>ک</u>	Asbestos (04)	A6070 Asbestos Property Damage A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
ropert th Tori	Product Liability (24)	A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
l Injury/ Pr ngful Deat	Medical Malpractice (45)	A7210 Medical Malpractice - Physicians & Surgeons A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Other Personal Injury Property Damage Wrongful Death (23)	 A7250 Premises Liability (e.g., slip and fall) A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) A7270 Intentional Infliction of Emotional Distress A7220 Other Personal Injury/Property Damage/Wrongful Death 	1., 4. 1., 4. 1., 3. 1., 4.

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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

Local Rule 2.3 Page 1 of 4

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ORT TITLE:	GREGORY HARRIS v. AM	AZON.COM, LLC	
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step Above
Non-Personal Injury/ Property Damage/ Wrongfu! Death Tort	Business Tort (07)	A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	A6010 Defamation (slander; ² libel)	1., 2., 3.
al Injur ongful	Fraud (16)	A6013 Fraud (no contract)	1., 2., 3.
n-Persona mage/ Wr	Professional Negligence (25)	 A6017 Legal Malpractice A6050 Other Professional Malpractice (not medical or legal) 	1., 2., 3. 1., 2., 3.
o N O	Other (35)	A6025 Other Non-Personal Injury/Property Damage tort	2.3.
ent	Wrongful Termination (36)	A6037 Wrongful Termination	1., 2., 3.
Employment	Other Employment (15)	A6024 Other Employment Complaint Case A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	 A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) A6019 Negligent Breach of Contract/Warranty (no fraud) A6028 Other Breach of Contract/Warranty (not fraud or negligence) 	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	 A6002 Collections Case-Seller Plaintiff A6012 Other Promissory Note/Collections Case A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) 	2., 5., 6, 11 2., 5, 11 5, 6, 11
	Insurance Coverage (18)	A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
:	Other Contract (37)	 A6009 Contractual Fraud A6031 Tortious Interference A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) 	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
£	Eminent Domain/Inverse Condemnation (14)	A7300 Eminent Domain/Condemnation Number of parcels	2.
Real Property	Wrongful Eviction (33)	A6023 Wrongful Eviction Case	2., 6.
Real	Other Real Property (26)	 A6018 Mortgage Foreclosure A6032 Quiet Title A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) 	2., 6. 2., 6. 2., 6.
ainer	Unlawful Detainer-Commercial (31)	A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawfui Detainer	Unlawful Detainer-Residential (32)	A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Inlawf	Unlawful Detainer- Post-Foreclosure (34)	A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
5	Unlawful Detainer-Drugs (38)	A6022 Uniawful Detainer-Drugs	2., 6.

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LACIV 109 (Rev 3/15) LASC Approved 03-04 **CIVIL CASE COVER SHEET ADDENDUM** AND STATEMENT OF LOCATION

Local Rule 2.3 Page 2 of 4 Case 2:16-cv-00967-SVW FM Document 1-3 Filed 02/11/16 Page 22 of 23 Page ID #:64

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

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A6100 Other Civil Petition

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2., 9.

SHORT TITLE:	CASE NUMBER
GREGORY HARRIS v. AMAZON.COM, LLC	

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.		selected for	ADDRESS: 373 S. Cochran Ave., #104
CITY:	STATE:	ZIP CODE:	
Los Angeles	CA	90036	

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 <u>Stanley Mosk</u> courthouse in the <u>Central</u> 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: January 12, 2016

Case 2:16-cv-00967-SVW

(SIGNATURE OF ATTORNEY/FILING PARTY)

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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.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION