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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 GREGORY HARRIS, individually, and
12 on behalf of other members of the
general public similarly situated,

13 Plaintiff,

14 vs.

15 AMAZON.COM, LLC,

16 Defendant.
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} Case No. 16-967

} **NOTICE OF REMOVAL**

} (Los Angeles Superior Court
No. BC-606984)

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:

The Class Action Fairness Act

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

2. 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.

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).

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.

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).

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

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

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

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

1 attorney's fees or punitive damages), would exceed \$5,000,000. Thus, Plaintiff's
2 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.

7 **Diversity Exists**

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

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

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

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

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

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

Defendant Has Satisfied the Remaining Procedural Requirements

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

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).

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

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1 DATED: February 11, 2016

DAVIS WRIGHT TREMAINE LLP
SCOTT R. COMMERSON

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4 By: /s/ Scott R. Commerson

5 Scott R. Commerson

6 Attorneys for Amazon.com, LLC
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SUMMONS

ORIGINAL

SUM-100

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

AMAZON.COM, LLC

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**GREGORY HARRIS, individually, and on behalf of other members of
the general public similarly situatedFOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**Superior Court of California
County of Los Angeles

JAN 13 2016

Sherri R. Carter, Executive Officer/Clerk

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), 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. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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:
(El nombre y dirección de la corte es): Superior Court of Los Angeles County
111 North Hill St.
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC 6 06 984

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, 877-206-4741

DATE:
(Fecha) JAN 13 2016

SHERRI R. CARTER

Clerk, by
(Secretario)

Ishayla Chambers

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

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

- 3.
- ☐
- on behalf of (specify):

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

- 4.
- ☐
- by personal delivery on (date):



BY FAX

01/13/2016

CIVIL COVER SHEET

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 324 S. Beverly Dr., #725 Beverly Hills, CA 90212 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, GREGORY HARRIS		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JAN 13 2016 Sherri R. Carter, Executive Officer/Clerk By <u>Ishayla Chambers</u> , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill St. MAILING ADDRESS: 111 North Hill St. CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME:		
CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC		CASE NUMBER: BC 6 0 6 9 8 4 JUDGE: DEPT:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403), <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 4
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 12, 2016

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

CIVIL CASE COVER SHEET

BY FAX

01/13/2016

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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.

CASE TYPES AND EXAMPLES

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)

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)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet 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)
Securities 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 (*non-domestic 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 (*non-harassment*)
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

ORIGINAL

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

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:

JURY TRIAL? YES CLASS ACTION? ☒ YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 2-3 HOURS/✓DAYS

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

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

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

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

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

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

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

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

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

BY FAX

01/13/2016

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

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

SHORT TITLE: GREGORY HARRIS v. AMAZON.COM, LLC	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 373 S. Cochran Ave., #104
CITY: Los Angeles	STATE: CA	ZIP CODE: 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 Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: January 12, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

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90036
CAC

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FILED
 Superior Court of California
 County of Los Angeles

JAN 13 2016

Sherri R. Carter, Executive Officer/Clerk
 By Ishayla Chambers, Deputy
 Ishayla Chambers

Attorneys for Plaintiff, Gregory Harris, and all others similarly situated

Superior Court of California
 For the County of Los Angeles

GREGORY HARRIS, individually, and on
 behalf of other members of the general
 public similarly situated,

Plaintiff,

vs.

AMAZON.COM, LLC,
 Defendant.

Case No.

BC 6 0 6 9 8 4

CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law
 (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.*)

Jury Trial Demanded

BY FAX

CIT/CASE: BC606984
 LEA/DEF#: 310
 RECEIPT #: CCH539179043
 DATE PAID: 01/13/16 11:27 AM
 PAYMENT: \$1,435.00
 RECEIVED:
 CHECK: \$1,435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

CLASS ACTION COMPLAINT

01 / 13 / 2016

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

3 **NATURE OF THE ACTION**

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

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

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.

14 4. 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.

18 5. Defendant misrepresented and falsely advertised its services to Plaintiff and
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.

24 **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

25 7. Consumers purchase products on Defendant's website.

26 8. Consumers rely on the representations and advertisements of retailers in order
27 to know which products and services to use.
28

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

2 **THE PARTIES**

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

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

8 22. Plaintiff alleges, on information and belief, that Defendant's marketing
9 campaigns, as pertains to this matter, were 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,
12 Defendant's sales of products and services are governed by the controlling law in the state in
13 which it does business and from which the sales or products and services, and the allegedly
14 unlawful acts originated, which is California.

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
17 its employees, agents, and/or third parties acting on its behalf, each acting as the agent for the
18 other, with legal authority to act on the other's behalf. The acts of any and all of Defendant's
19 employees, agents, and/or third parties acting on its behalf, were in accordance with, and
20 represent, the official policy of Defendant.

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

25 26. 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
27 omissions as alleged herein.
28

PLAINTIFF'S FACTS

27. In or around June of 2015 Plaintiff went to Defendant's website and purchased some products utilizing Defendant's services.

28. In utilizing these services, Plaintiff was informed through various written representations by Defendant that he would not be charged for membership and only the products that he purchased.

29. As a result of Defendant's representations, Plaintiff provided Defendant with his debit card information in order to purchase the products referred to above.

30. However, Defendant upgraded his account to the premium membership known as "Amazon Prime" without his permission or knowledge.

31. Including taxes and fees Plaintiff was charged on his debit card for over \$107.91 for the premium membership.

32. Plaintiff is informed, believes, and thereupon alleges that Defendant set up Plaintiff's payment of the unauthorized and undesired membership to automatically withdraw money directly from Plaintiff's bank account.

33. Plaintiff canceled the membership with Defendant after one withdrawal of \$107.91.

34. Plaintiff is informed, believes, and thereupon alleges that had not Plaintiff canceled the membership services, the Defendant would have taken additional unauthorized, multiple, and reoccurring payments from Plaintiff's bank account.

35. Plaintiff was drawn to use Defendant's website in part by Defendant's prices.

36. Relying on Defendant's assurances that the prices by Defendant would be accurate, Plaintiff decided to purchase products from Defendant's website.

37. Such sales tactics rely on falsities and have a tendency to mislead and deceive a reasonable consumer.

38. Plaintiff alleges that Defendant's representations were part of a common scheme to mislead consumers and incentivize them to purchase products from its website.

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
21 and were charged an additional membership fee.

22 47. As used herein, the term "Class Members" shall mean and refer to the members
23 of the Class described above.

24 48. Excluded from the Class are Defendant, its affiliates, employees, agents, and
25 attorneys, and the Court.

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

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

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

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

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

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

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

- 16 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
17 practices in charging Plaintiff and other Class Members for membership
18 fees when they purchased products from Defendant;
- 19 (b) Whether Defendant made misrepresentations with respect to its services;
- 20 (c) Whether Defendant profited from charging membership fees;
- 21 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
22 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and California Civ.
23 Code § 1750, *et seq.*;
- 24 (e) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
25 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and California Civ.
26 Code § 1750, *et seq.*;
- 27 (f) Whether Plaintiff and Class Members are entitled to equitable and/or
28 injunctive relief;
- (g) Whether Defendant's unlawful, unfair, and/or deceptive practices

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 *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 misleading...or...to
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."
28

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

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

8 66. Defendant knew that their representations and omissions were untrue and
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
17 Members have suffered injury in fact.

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."

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

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

26 71. Thus, Defendant knowingly sold charged Plaintiff and other putative class
27 members for fees that it represented as not charging.
28

72. The misleading and false advertising described herein presents a continuing 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. Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members Defendant's revenues associated with their false advertising, or such portion of those revenues as the Court may find equitable.

SECOND CAUSE OF ACTION

Violation of Unfair Business Practices Act

(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)

73. Plaintiff incorporates by reference each allegation set forth above.

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 UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff 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 likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the 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 ongoing misconduct.

UNFAIR

75. California Business & Professions Code § 17200 prohibits any "unfair ... 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 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any

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

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

21 79. Finally, the injury suffered by Plaintiff and members of the Class is not an
22 injury that these consumers could reasonably have avoided. After Defendant, falsely
23 represented Defendant's services, these consumers suffered injury in fact due to Defendant's
24 charge for premium membership. Defendant failed to take reasonable steps to inform Plaintiff
25 and class members that Defendant's services included a charge for premium membership,
26 including failing to provide an opportunity to Plaintiff and class members to read and review
27 the accurate conditions of the purchase prior to purchasing items from Defendant. As such,
28

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

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

7 FRAUDULENT

8 81. California Business & Professions Code § 17200 prohibits any "fraudulent ...
9 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
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
17 these consumers were actually deceived by Defendant. Such deception is evidenced by the
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.

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

27 UNLAWFUL

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

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

88. Defendant used false advertising, marketing, and misrepresentations to induce Plaintiff and Class Members to purchase the Class Products, in violation of California 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 purchased the Class Products. Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members.

89. These representations by Defendant are therefore an “unlawful” business practice or act under Business and Professions Code Section 17200 *et seq.*

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 set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions.

THIRD CAUSE OF ACTION

Violation of Consumer Legal Remedies Act

(Cal. Civ. Code § 1750 *et seq.*)

91. Plaintiffs incorporate by reference each allegation set forth above herein.

92. Defendant’s actions as detailed above constitute a violation of the Consumer Legal Remedies Act, Cal. Civ. Code § 1770 to the extent that Defendant violated the following 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

has a sponsorship, approval, status, affiliation, or connection which he or he does not have. Cal. Civ. Code § 1770(5);

- 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. Code § 1770(7);
- c. Advertising goods or services with intent not to sell them as advertised; Cal. Civ. Code § 1770(9);
- 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; Cal. Civ. Code § 1770(14); and
- e. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; Cal. Civ. Code § 1770(16);

93. On or about September 2, 2015, through their Counsel of record, using certified mail with a return receipt requested, Plaintiffs served Defendants with notice of its violations of the CLRA, and asked that Defendants correct, repair, replace or otherwise rectify the goods and services alleged to be in violation of the CLRA; this correspondence advised Defendants that they must take such action within thirty (30) calendar days, and pointed Defendants to the provisions of the CLRA that Plaintiffs believe to have been violated by Defendants. Defendants have not replied to this correspondence, and have thereby refused to timely correct, repair, replace or otherwise rectify the issues raised therein.

FOURTH CAUSE OF ACTION

On Behalf of Plaintiff and the Sub Class

(15 .S.C. § 1693 *et seq.*)

94. Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), provides that a “preauthorized electronic fund transfer from a consumer’s account may be authorized by the consumer only in writing, and a copy of such authorization shall be provided to the consumer when made.”

95. Section 903(9) of the EFTA, 15 U.S.C. § 1693a(9), provides that the term “preauthorized electronic fund transfer” means “an electronic fund transfer authorized in advance to recur at substantially regular intervals.”

1 96. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that “[p
2]reauthorized electronic fund transfers from a consumer’s account may be authorized only by
3 a writing signed or similarly authenticated by the consumer. The person that obtains the
4 authorization shall provide a copy to the consumer.”

5 97. Section 205.10(b) of the Federal Reserve Board’s Official Staff Commentary to
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 ¶10(b), comment 5.
8 The Official Staff Commentary further provides that “[a]n authorization is valid if it is readily
9 identifiable as such and the terms of the preauthorized transfer are clear and readily
10 understandable.” *Id.* at ¶10(b), comment 6.

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

17 99. In multiple instances, Defendants have debited Plaintiff’s and also the putative
18 Class members’ bank accounts on a recurring basis without providing a copy of a written
19 authorization signed or similarly authenticated by Plaintiff or the putative Class members for
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).

22 MISCELLANEOUS

23
24 100. Plaintiff and Class Members allege that they have fully complied with all
25 contractual and other legal obligations and fully complied with all conditions precedent to
26 bringing this action or all such obligations or conditions are excused.
27
28

REQUEST FOR JURY TRIAL

101. Plaintiff requests a trial by jury as to all claims so triable.

PRAYER FOR RELIEF

102. Plaintiff, on behalf of himself and the Class, requests the following relief:

- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (b) An order certifying the undersigned counsel as Class Counsel;
- (c) An order requiring AMAZON.COM, LLC, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (d) An order requiring AMAZON.COM, LLC to engage in corrective advertising regarding the conduct discussed above;
- (e) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) Any and all statutory enhanced damages;
- (h) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (i) Pre- and post-judgment interest; and
- (j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

1 Dated: January 12, 2016

Respectfully submitted,

2 LAW OFFICES OF TODD M. FRIEDMAN , PC

3
4 By: _____

TODD M. FRIEDMAN, ESQ.

5 Attorney for Plaintiff Gregory Harris
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01/13/2016

ORIGINAL

SUM-100

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

AMAZON.COM, LLC

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**GREGORY HARRIS, individually, and on behalf of other members of
the general public similarly situatedFOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**Superior Court of California
County of Los Angeles

JAN 13 2016

Sherri R. Carter, Executive Officer/Clerk

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), 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. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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:

(El nombre y dirección de la corte es): Superior Court of Los Angeles County

111 North Hill St.

Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC 6 06 984

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, 877-206-4741

DATE:

(Fecha) JAN 13 2016

SHERRI R. CARTER

Clerk, by

(Secretario)

Ishayla Chambers

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

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

- 3.
- ☐
- on behalf of (specify):

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

- 4.
- ☐
- by personal delivery on (date):



BY FAX

01/13/2016

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 324 S. Beverly Dr., #725 Beverly Hills, CA 90212 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, GREGORY HARRIS		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JAN 13 2016 Sherri R. Carter, Executive Officer/Clerk By <u>[Signature]</u> , Deputy Ishayla Chambers
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill St. MAILING ADDRESS: 111 North Hill St. CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME:		CASE NUMBER: BC 6 0 6 9 8 4 JUDGE: DEPT:
CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

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

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

Date: January 12, 2016

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

CIVIL CASE COVER SHEET

BY FAX

01/13/2016

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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.

CASE TYPES AND EXAMPLES

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)

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)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet 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)
Securities 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 (*non-domestic 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 (*non-harassment*)
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

ORIGINAL

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

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:

JURY TRIAL? YES CLASS ACTION? ☒ YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 2-3 HOURS/✓DAYS

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

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

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

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

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

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

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

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

BY FAX

01/13/2016

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

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

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

SHORT TITLE: GREGORY HARRIS v. AMAZON.COM, LLC	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 373 S. Cochran Ave., #104
CITY: Los Angeles	STATE: CA	ZIP CODE: 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 Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: January 12, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

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90036
CAC

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FILED
 Superior Court of California
 County of Los Angeles

JAN 13 2016

Sherri R. Carter, Executive Officer/Clerk
 By Ishayla Chambers, Deputy
 Ishayla Chambers

Attorneys for Plaintiff, Gregory Harris, and all others similarly situated

Superior Court of California
 For the County of Los Angeles

GREGORY HARRIS, individually, and on
 behalf of other members of the general
 public similarly situated,

Plaintiff,

vs.

AMAZON.COM, LLC,
 Defendant.

Case No.

BC 6 0 6 9 8 4

CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law
 (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.*)

Jury Trial Demanded

BY FAX

CIT/CASE: BC606984
 LEA/DEF#:

RECEIPT #: CCH539179043
 DATE PAID: 01/13/16 11:27 AM
 PAYMENT: \$1,435.00
 RECEIVED: 310
 CHECK: \$1,435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

CLASS ACTION COMPLAINT

01 / 13 / 2016

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

3 **NATURE OF THE ACTION**

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

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

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.

14 4. 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.

18 5. Defendant misrepresented and falsely advertised its services to Plaintiff and
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.

24 **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

25 7. Consumers purchase products on Defendant's website.

26 8. Consumers rely on the representations and advertisements of retailers in order
27 to know which products and services to use.
28

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

2 **THE PARTIES**

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

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

8 22. Plaintiff alleges, on information and belief, that Defendant's marketing
9 campaigns, as pertains to this matter, were 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,
12 Defendant's sales of products and services are governed by the controlling law in the state in
13 which it does business and from which the sales or products and services, and the allegedly
14 unlawful acts originated, which is California.

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
17 its employees, agents, and/or third parties acting on its behalf, each acting as the agent for the
18 other, with legal authority to act on the other's behalf. The acts of any and all of Defendant's
19 employees, agents, and/or third parties acting on its behalf, were in accordance with, and
20 represent, the official policy of Defendant.

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

25 26. 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
27 omissions as alleged herein.
28

PLAINTIFF'S FACTS

27. In or around June of 2015 Plaintiff went to Defendant's website and purchased some products utilizing Defendant's services.

28. In utilizing these services, Plaintiff was informed through various written representations by Defendant that he would not be charged for membership and only the products that he purchased.

29. As a result of Defendant's representations, Plaintiff provided Defendant with his debit card information in order to purchase the products referred to above.

30. However, Defendant upgraded his account to the premium membership known as "Amazon Prime" without his permission or knowledge.

31. Including taxes and fees Plaintiff was charged on his debit card for over \$107.91 for the premium membership.

32. Plaintiff is informed, believes, and thereupon alleges that Defendant set up Plaintiff's payment of the unauthorized and undesired membership to automatically withdraw money directly from Plaintiff's bank account.

33. Plaintiff canceled the membership with Defendant after one withdrawal of \$107.91.

34. Plaintiff is informed, believes, and thereupon alleges that had not Plaintiff canceled the membership services, the Defendant would have taken additional unauthorized, multiple, and reoccurring payments from Plaintiff's bank account.

35. Plaintiff was drawn to use Defendant's website in part by Defendant's prices.

36. Relying on Defendant's assurances that the prices by Defendant would be accurate, Plaintiff decided to purchase products from Defendant's website.

37. Such sales tactics rely on falsities and have a tendency to mislead and deceive a reasonable consumer.

38. Plaintiff alleges that Defendant's representations were part of a common scheme to mislead consumers and incentivize them to purchase products from its website.

39. In purchasing the products from Defendant, Plaintiff relied upon Defendant's representations.

40. Plaintiff would not have purchased products from Defendant if he knew that the above-referenced statements made by Defendant were false.

41. Had Defendant properly marketed, advertised, and represented its services as costing a hidden fee, Plaintiff would not have used Defendant's services.

42. Plaintiff gave his money to Defendant because of the prices of Defendant's products. Defendant benefited from falsely advertising its products and services. Plaintiff received nothing for giving his money to Defendant. Defendant benefited on the loss to Plaintiff and provided nothing of benefit to Plaintiff in exchange.

43. Had Defendant properly marketed, advertised, and represented its services, no reasonable consumer who purchased a printer would have believed that they could purchase products from Defendant without paying a membership fee.

CLASS ACTION ALLEGATIONS

44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

45. Plaintiff brings this action, on behalf of himself and all others similarly situated, and thus, seeks class certification under *California Code of Civil Procedure* § 382.

46. The class Plaintiff seeks to represent (the "Class") is defined as follows:

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

47. As used herein, the term "Class Members" shall mean and refer to the members of the Class described above.

48. Excluded from the Class are Defendant, its affiliates, employees, agents, and attorneys, and the Court.

49. Plaintiff also seeks to represent the subclass ("subclass") defined as follows:

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.

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 written statements that consumers would not need to pay additional fees to purchase products from Defendant's website.

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;
- (c) Whether Defendant profited from charging membership fees;
- (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and California Civ. Code § 1750, *et seq.*;
- (e) Whether Defendant violated California Bus. & Prof. Code § 17200, *et seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and California Civ. Code § 1750, *et seq.*;
- (f) Whether Plaintiff and Class Members are entitled to equitable and/or injunctive relief;
- (g) Whether Defendant's unlawful, unfair, and/or deceptive practices

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 *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 misleading...or...to
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."
28

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

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

8 66. Defendant knew that their representations and omissions were untrue and
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
17 Members have suffered injury in fact.

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."

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

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

26 71. Thus, Defendant knowingly sold charged Plaintiff and other putative class
27 members for fees that it represented as not charging.
28

72. The misleading and false advertising described herein presents a continuing 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. Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members Defendant's revenues associated with their false advertising, or such portion of those revenues as the Court may find equitable.

SECOND CAUSE OF ACTION

Violation of Unfair Business Practices Act

(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)

73. Plaintiff incorporates by reference each allegation set forth above.

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 UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff 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 likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the 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 ongoing misconduct.

UNFAIR

75. California Business & Professions Code § 17200 prohibits any "unfair ... 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 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any

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

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

21 79. Finally, the injury suffered by Plaintiff and members of the Class is not an
22 injury that these consumers could reasonably have avoided. After Defendant, falsely
23 represented Defendant's services, these consumers suffered injury in fact due to Defendant's
24 charge for premium membership. Defendant failed to take reasonable steps to inform Plaintiff
25 and class members that Defendant's services included a charge for premium membership,
26 including failing to provide an opportunity to Plaintiff and class members to read and review
27 the accurate conditions of the purchase prior to purchasing items from Defendant. As such,
28

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

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

7 FRAUDULENT

8 81. California Business & Professions Code § 17200 prohibits any "fraudulent ...
9 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
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
17 these consumers were actually deceived by Defendant. Such deception is evidenced by the
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.

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

27 UNLAWFUL

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

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

88. Defendant used false advertising, marketing, and misrepresentations to induce Plaintiff and Class Members to purchase the Class Products, in violation of California 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 purchased the Class Products. Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members.

89. These representations by Defendant are therefore an “unlawful” business practice or act under Business and Professions Code Section 17200 *et seq.*

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 set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions.

THIRD CAUSE OF ACTION

Violation of Consumer Legal Remedies Act

(Cal. Civ. Code § 1750 *et seq.*)

91. Plaintiffs incorporate by reference each allegation set forth above herein.

92. Defendant’s actions as detailed above constitute a violation of the Consumer Legal Remedies Act, Cal. Civ. Code § 1770 to the extent that Defendant violated the following 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

has a sponsorship, approval, status, affiliation, or connection which he or he does not have. Cal. Civ. Code § 1770(5);

- 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. Code § 1770(7);
- c. Advertising goods or services with intent not to sell them as advertised; *Cal. Civ. Code* §1770(9);
- 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; *Cal. Civ. Code* §1770(14); and
- e. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; *Cal. Civ. Code* §1770(16);

93. On or about September 2, 2015, through their Counsel of record, using certified mail with a return receipt requested, Plaintiffs served Defendants with notice of its violations of the CLRA, and asked that Defendants correct, repair, replace or otherwise rectify the goods and services alleged to be in violation of the CLRA; this correspondence advised Defendants that they must take such action within thirty (30) calendar days, and pointed Defendants to the provisions of the CLRA that Plaintiffs believe to have been violated by Defendants. Defendants have not replied to this correspondence, and have thereby refused to timely correct, repair, replace or otherwise rectify the issues raised therein.

FOURTH CAUSE OF ACTION

On Behalf of Plaintiff and the Sub Class

(15 .S.C. § 1693 *et seq.*)

94. Section 907(a) of the EFTA, 15 U.S.C. §1693e(a), provides that a "preauthorized electronic fund transfer from a consumer's account may be authorized by the consumer only in writing, and a copy of such authorization shall be provided to the consumer when made."

95. Section 903(9) of the EFTA, 15 U.S.C. § 1693a(9), provides that the term "preauthorized electronic fund transfer" means "an electronic fund transfer authorized in advance to recur at substantially regular intervals."

1 96. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that “[p
2]reauthorized electronic fund transfers from a consumer’s account may be authorized only by
3 a writing signed or similarly authenticated by the consumer. The person that obtains the
4 authorization shall provide a copy to the consumer.”

5 97. Section 205.10(b) of the Federal Reserve Board’s Official Staff Commentary to
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 ¶10(b), comment 5.
8 The Official Staff Commentary further provides that “[a]n authorization is valid if it is readily
9 identifiable as such and the terms of the preauthorized transfer are clear and readily
10 understandable.” *Id.* at ¶10(b), comment 6.

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

17 99. In multiple instances, Defendants have debited Plaintiff’s and also the putative
18 Class members’ bank accounts on a recurring basis without providing a copy of a written
19 authorization signed or similarly authenticated by Plaintiff or the putative Class members for
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).

22 MISCELLANEOUS

23
24 100. Plaintiff and Class Members allege that they have fully complied with all
25 contractual and other legal obligations and fully complied with all conditions precedent to
26 bringing this action or all such obligations or conditions are excused.

REQUEST FOR JURY TRIAL

101. Plaintiff requests a trial by jury as to all claims so triable.

PRAYER FOR RELIEF

102. Plaintiff, on behalf of himself and the Class, requests the following relief:

- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (b) An order certifying the undersigned counsel as Class Counsel;
- (c) An order requiring AMAZON.COM, LLC, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (d) An order requiring AMAZON.COM, LLC to engage in corrective advertising regarding the conduct discussed above;
- (e) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) Any and all statutory enhanced damages;
- (h) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (i) Pre- and post-judgment interest; and
- (j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

01/13/2016

1 Dated: January 12, 2016

Respectfully submitted,

2 LAW OFFICES OF TODD M. FRIEDMAN , PC

3
4 By: _____

TODD M. FRIEDMAN, ESQ.

5 Attorney for Plaintiff Gregory Harris
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01/13/2016

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 324 S. Beverly Dr., #725 Beverly Hills, CA 90212 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, GREGORY HARRIS		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JAN 13 2016 Sherri R. Carter, Executive Officer/Clerk By <u>Ishayla Chambers</u> , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill St. MAILING ADDRESS: 111 North Hill St. CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME:		
CASE NAME: GREGORY HARRIS v. AMAZON.COM, LLC		CASE NUMBER: BC 6 0 6 9 8 4 JUDGE: DEPT:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403), <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 4
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 12, 2016

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

CIVIL CASE COVER SHEET

BY FAX

01/13/2016

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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.

CASE TYPES AND EXAMPLES

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)

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)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet 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)
Securities 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 (*non-domestic 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 (*non-harassment*)
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. AMAZON.COM, LLC

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:

JURY TRIAL? YES CLASS ACTION? ☒ YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 2-3 HOURS/✓DAYS

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

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

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

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

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

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

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

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

BY FAX

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

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

SHORT TITLE: GREGORY HARRIS v. AMAZON.COM, LLC	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 373 S. Cochran Ave., #104
CITY: Los Angeles	STATE: CA	ZIP CODE: 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 Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: January 12, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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