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16 Blue Apron, Inc.

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA
19 WESTERN DIVISION

20 LISA RICCOBONO,
21 INDIVIDUALLY AND ON
22 BEHALF OF ALL OTHERS
23 SIMILARLY SITUATED,

24 Plaintiff,

25 v.

26 BLUE APRON, INC.,

27 Defendant.

No. 15-5521

[Removed from Los Angeles Super. Ct.
Case No. BC584017]

NOTICE OF REMOVAL

Complaint filed: June 9, 2015
Trial date: None Set

1 **TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

2 **PLEASE TAKE NOTICE** that pursuant to 28 U.S.C. §§ 1332, 1446 and
3 1453, Defendant Blue Apron, Inc. (“Blue Apron” or “Defendant”) hereby removes
4 the state court action described below from the California Superior Court for the
5 County of Los Angeles to the United States District Court for the Central District of
6 California.

7 **I. BACKGROUND**

8 **A. Procedural Background**

9 1. On or about June 9, 2015, Plaintiff Lisa Riccobono (“Plaintiff”)
10 commenced a class action against Defendant in the California Superior Court for
11 the County of Los Angeles, entitled *Lisa Riccobono, individually and on behalf of*
12 *all others similarly situated, v. Blue Apron, Inc.*, as case number BC584017 (the
13 “Complaint”). Copies of the Summons and Complaint, and all other documents
14 served on Defendant, are attached as Exhibit A.

15 2. Defendant was served with the Summons and Complaint on June 22,
16 2015. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely because it
17 was filed within 30 days of service of the Summons and Complaint.

18 **B. The Complaint**

19 3. The Complaint alleges three causes of action: (1) violation of
20 California’s Automatic Purchase Renewal Statute, Cal. Bus. & Prof. Code § 17600,
21 *et seq.*; (2) violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. &
22 Prof. Code § 17200, *et seq.*; and (3) violation of California’s Business and
23 Professions Code, Cal. Bus. & Prof. Code § 17535, *et seq.* *See* Compl. ¶¶ 28-48.

24 4. Each cause of action in the Complaint derives from Defendant’s
25 “automatic renewal offers and continuous service offers” arising from Plaintiff’s
26 purchase of “a 2-Person Plan subscription from Defendant’s website.” *Id.* ¶¶ 1, 12-
27 13; *see also id.* ¶¶ 13-17.

1 5. The Complaint, which was filed as a putative class action, purports to
2 seek relief on behalf of Plaintiff individually and on behalf of a class defined as
3 “[a]ll persons within California who purchased a subscription from Defendant as
4 part of an automatic renewal plan or continuous service offer for products and
5 services from Defendant within the four years prior to the filing of this Complaint.”
6 *Id.* ¶ 19. Thus, the putative class allegedly consists of consumers within California
7 who purchased an automatic renewal plan or continuous service subscription
8 through Blue Apron from June 9, 2011 through June 9, 2015. *Id.*

9 6. The remedies sought by Plaintiff include, *inter alia*, damages,
10 restitution, disgorgement, injunctive relief, and attorneys’ fees and costs. Compl. at
11 12-13 (Prayer for Relief).

12 **II. GROUNDS FOR REMOVAL**

13 **A. The Court Has Jurisdiction Over This Action Pursuant To The Class**
14 **Action Fairness Act**

15 7. Under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d),
16 federal district courts have original jurisdiction over any putative class action in
17 which (1) there are at least 100 putative class members, (2) any putative class
18 member is a citizen of a state different from any defendant, and (3) the aggregated
19 claims of the members of the putative class exceed \$5 million. 28 U.S.C.
20 § 1332(d). This action may be removed pursuant to 28 U.S.C. §§ 1446 and 1453
21 because each of these requirements is satisfied, and this case is timely and properly
22 removed by the filing of this Notice.

23 **1. The putative class consists of more than 100 members.**

24 8. CAFA defines “class action” as “any civil action filed under rule 23 of
25 the Rules of Civil Procedure or similar state statute or rule of judicial procedure
26 authorizing an action to be brought by 1 or more representative persons as a class
27 action.” 28 U.S.C. § 1332(d)(1)(B). Here, the Complaint is titled “Class Action
28 Complaint for Damages, Restitution and Injunctive Relief” and is purported to be

1 brought by Plaintiff on behalf of herself and “all others similarly situated.” Compl.
2 ¶ 19. Under the section entitled “Class Action Allegations,” Plaintiff further
3 alleges that Plaintiff “believes the Class members number in the hundreds of
4 thousands” and “[t]he potential members of the Class as defined are so numerous
5 and so diversely located throughout California, that joinder of all the members of
6 the Class [would be] impracticable.” *Id.* ¶¶ 20-21(a).

7 9. During the alleged class period, Defendant sold Blue Apron meal plans
8 to more than 100 customers in California. Declaration of Jesse St. Charles in
9 Support of Notice of Removal (“St. Charles Decl.”), ¶ 4.

10 **2. Minimal diversity exists between the parties.**

11 10. CAFA requires that only “minimal diversity” exist; that is, the
12 citizenship of at least one putative class member differs from that of at least one
13 defendant. 28 U.S.C. §§ 1332(d)(2)(A).

14 11. Plaintiff is a citizen and resident of California. Compl. ¶ 9; 28 U.S.C.
15 § 1332(a)(1) (an individual is a citizen of the state in which she resides).

16 12. Defendant is incorporated under the laws of the State of Delaware and
17 its headquarters are located in New York. Compl. ¶ 10. A corporation’s principal
18 place of business is the place where “a corporation’s officers direct, control, and
19 coordinate the corporation’s activities,” which is typically “the place where the
20 corporation maintains its headquarters.” *Hertz Corp. v. Friend*, 130 S. Ct. 1181,
21 1192 (2010). Defendant is therefore a citizen of New York.

22 13. Diversity exists between Plaintiff and Defendant, and therefore the
23 citizenship of “any member of a class of plaintiffs is a citizen of a State different
24 from any defendant,” as required under CAFA. 28 U.S.C. § 1332(d)(2)(A).

25 **3. The amount in controversy requirement is satisfied.**

26 14. Plaintiff’s lawsuit meets CAFA’s amount-in-controversy requirements
27 because it seeks restitution and other relief that, in the aggregate, exceed CAFA’s

1 \$5 million threshold.

2 15. Plaintiff does not plead a specific amount in controversy, so Defendant
3 need only make “a plausible allegation that the amount in controversy exceeds the
4 jurisdictional threshold.” *Ibarra v. Manheim Investments, Inc.*, 775 F.3d 1193,
5 1195 (9th Cir. 2015) (citing *Dart Basin Operating Co. v. Owens*, — U.S. —, —,
6 135 S.Ct. 547, 554, 190 L.Ed.2d 495 (2014)).

7 16. Under CAFA, the “claims of the individual class members must be
8 aggregated.” 28 U.S.C. § 1332(d)(6). “[T]he [CAFA] statute tells the District
9 Court to determine whether it has jurisdiction by adding up the value of the claim
10 of each person who falls within the . . . proposed class and determine whether the
11 resulting sum exceeds \$5 million.” *Standard Fire Ins. Co. v. Knowles*, 133 S.Ct.
12 1345, 1348 (2013). Attorneys’ fees are properly included in the calculation.
13 *Deaver v. BBVA Compass Consulting & Benefits, Inc.*, No. 13-CV-00222, 2014
14 WL 2199645, at *3 (N.D. Cal. May 27, 2014). If the Court is uncertain whether the
15 amount in controversy exceeds \$5 million, “the court should err in favor of
16 exercising jurisdiction over the case.” S. Rep. No. 109-14, at 42 (2005).

17 17. Plaintiff seeks restitution and disgorgement for herself and the putative
18 class. Compl. at 12-13 (Prayer for Relief). Plaintiff also seeks attorneys’ fees and
19 costs, as well as “[a]ny and all other relief as this Court may deem necessary or
20 appropriate.” *Id.* Together, as shown below, removal is proper because these
21 remedies exceed \$5 million, as required for federal jurisdiction:

22 18. Restitution. As described in the Declaration of Jesse St. Charles filed
23 in support of this Notice of Removal, the sales of Blue Apron plans from June 9,
24 2011 to June 9, 2015 have exceeded \$5 million in California. St. Charles Decl. ¶ 4.
25 As noted, Plaintiff seeks restitution as a potential remedy. Thus, the amount in
26 controversy unquestionably exceeds the CAFA threshold. *Watkins v. Vital*
27 *Pharms., Inc.*, 720 F.3d 1179 (9th Cir. 2013) (holding that a declaration stating that

1 total sales of the product at issue exceeded \$5 million during the class period was
2 sufficient to meet CAFA's amount in controversy requirement).

3 19. Attorneys' Fees. Plaintiff also seeks attorneys' fees and costs. Compl.
4 at 12-13 (Prayer for Relief). As noted, attorneys' fees can be considered with
5 respect to CAFA's amount in controversy requirement. Although Plaintiff does not
6 allege an estimate as to attorneys' fees, she requests them and such fees should be
7 considered with respect to the amount in controversy requirement.

8 20. Total Amount in Controversy. As discussed above, the amount in
9 controversy exceeds the \$5 million threshold as required for removal to federal
10 court under 28 U.S.C. § 1332(d). The actual value of the restitution sought by
11 Plaintiff is at least \$5 million, without even accounting for attorneys' fees and other
12 monetary relief.

13 **4. No CAFA Exceptions Apply**

14 21. This action does not fall within any exclusion to removal jurisdiction
15 under 28 U.S.C. § 1332(d), and Plaintiff has the burden of proving otherwise. *See*
16 *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021 (9th Cir. 2007).

17 **B. Defendant Has Satisfied All Other Requirements For Removal**

18 22. Intradistrict Assignment. Pursuant to 28 U.S.C. § 1441(a), assignment
19 to the United States District Court for the Central District of California is proper
20 because Plaintiff filed this action in the Superior Court of California, County of Los
21 Angeles.

22 23. Attachment of Pleadings. Pursuant to 28 U.S.C. § 1446, Defendant
23 hereby provides this Court with copies of all process, pleadings, and orders served
24 on Defendant in this action, attached as Exhibit A. Defendant has not received any
25 pleadings, process or orders besides those attached.

26 24. Notice to State Court/Plaintiff. Pursuant to 28 U.S.C. § 1446(d),
27 Defendant will promptly serve on Plaintiff and file with the Superior Court a

1 Notice to Plaintiff of Removal to Federal Court. Pursuant to Federal Rule of Civil
2 Procedure 5(d), Defendant will also file with this Court a Certificate of Service of
3 its Notice to Plaintiff.

4 **C. Non-Waiver of Defenses**

5 25. Defendant expressly reserves all of its defenses. By removing the
6 Action to this Court, Defendant does not waive any rights or defenses available
7 under federal or state law. Defendant expressly reserves the right to move for
8 dismissal of the Complaint pursuant to Rule 12 of the Federal Rules of Civil
9 Procedure. Nothing in this Notice of Removal should be taken as an admission that
10 Plaintiff's allegations are sufficient to state a claim or have any substantive merit.

11 WHEREFORE, Defendant hereby removes the above-entitled case to this
12 Court.

13
14 DATED: July 21, 2015

PERKINS COIE LLP

By: /s James G. Snell
James G. Snell

Attorneys for Defendant
Blue Apron, Inc.

EXHIBIT A

A6027

91361

DEPT # 311
(HON. WILEY JR. SHEPARD)

FILED
Superior Court of California
County of Los Angeles

JUN 09 2015

Sherri R. Carter, Executive Officer/Clerk
By Dawn Alexander Deputy

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Attorneys for Plaintiff,
Lisa Riccobono

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

* BY FAX *

**LISA RICCOBONO, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED,**

Plaintiff,

v.

BLUE APRON, INC.,

Defendant.

Case No.: **BC584017**

**CLASS ACTION COMPLAINT
FOR DAMAGES, RESITUTION AND
INJUNCTIVE RELIEF FOR VIOLATIONS
OF:**

**(1) CALIFORNIA BUS. & PROF. CODE
§§ 17600, ET SEQ.**

**(2) CALIFORNIA BUS. & PROF. CODE
§§ 17200, ET SEQ.**

**(3) CALIFORNIA BUS. & PROF. CODE
§§ 17535, ET SEQ.**

JURY TRIAL DEMANDED

RECEIPT #: CCH481620114
DATE PAID: 06/09/15 04:04 PM
PAYMENT: \$2,435.00
RECEIVED: \$1,435.00
CHECK: \$0.00
CASH: \$0.00
CHARGE: \$0.00
CARD: \$1,435.00

CIT/CASE: BC584017
LEA/DEF#:

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INTRODUCTION

1. Plaintiff LISA RICCOBONO ("Plaintiff") brings this Class Action Complaint for damages, injunctive relief, and any other available legal or equitable remedies, resulting from the unlawful and deceptive business practices of BLUE APRON, INC. ("Defendant") with regard to Defendant's practice of making automatic renewal offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code § 17600, et seq. ("California's Automatic Purchase Renewal Statute"), to California consumers and the general public in violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL") and Cal. Bus. & Prof. Code § 17535.
2. This action seeks to enjoin Defendant's practice of making automatic renewal offers and continuous service offers, as those terms are defined by California's Automatic Purchase Renewal Statute, to California and the general public, for Defendant's commercial purposes and pecuniary gain.
3. Defendant's automatic renewal and continuous service offers are a scheme carried out by Defendant which involves making money from California consumers through false, deceptive, and misleading means by charging California consumers for automatic renewal offers as California's Automatic Purchase Renewal Statute defines that term, without the knowledge of those consumers, throughout the period covered by the applicable statute of limitations.
4. Defendant makes automatic renewal or continuous service offers to California consumers, including Plaintiff and putative class members, in violation of California's Automatic Purchase Renewal Statute by:
 - a) Failing to present Defendant's automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer, in violation of Cal. Bus. & Prof. Code § 17600, et seq.;

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b) Charging the consumer's credit or debit card or the consumer's account serviced by a third party for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms, in violation of Cal. Bus. & Prof. Code § 17600, et seq.; and/or

c) Failing to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer; and where Defendant's offer includes a free trial, Defendant also fails to disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services, in violation of Cal. Bus. & Prof. Code § 17600, et seq.

5. Plaintiff alleges as follows based upon information and belief, with the exception of those allegations that pertain to Plaintiff, which Plaintiff alleges upon personal knowledge as to herself and her own acts and experiences.

6. Unless otherwise indicated, the use of any Defendant's name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives and insurers of the named Defendant

JURISDICTION

7. This Court has jurisdiction over Plaintiff's claims for damages, restitution, injunctive relief, and declaratory relief arising from Defendant's unlawful business practices, under Cal. Bus. & Prof. Code sections 17600, et seq; 17200, et, seq; and 17535, et seq.

VENUE

8. Venue is proper in the County of Los Angeles, pursuant to California Code of Civil Procedure sections 395(a) and 395.5 for the following reasons: (i) Plaintiff resides in the County of Los Angeles, State of California; (ii) the conduct complained of herein occurred within this county; and, (iii) many of the acts and transactions giving rise to this action occurred in this county because Defendant:

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- (a) is authorized to conduct business in this county and has intentionally availed itself of the laws and markets within this county;
- (b) does substantial business within this county;
- (c) is subject to personal jurisdiction in this district because it has availed itself of the laws and markets within this county; and,
- (d) the harm to Plaintiff occurred within this county.

PARTIES

- 9. Plaintiff is, and at all times mentioned herein was, a citizen and resident of the City of Westlake Village, County of Los Angeles, State of California. Plaintiff is, and at all times mentioned herein was, a natural person and a "consumer" for purposes of Cal. Bus. & Prof. Code § 17601(d).
- 10. Plaintiff is informed and believes and thereon alleges that Defendant is, and at all times mentioned herein was, a corporation incorporated under the laws of the State of Delaware, headquartered in New York City, with operations in the United Kingdom, France, Spain, Canada, and Belgium. Plaintiff further alleges that all times relevant herein Defendant conducted business and has made automatic renewal or continuous service offers to persons within the State of California and in the County of Los Angeles.

FACTUAL ALLEGATIONS

- 11. Plaintiff realleges and incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
- 12. At all times relevant, Defendant made and continues to make automatic renewal offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code § 17600, et seq. ("California's Automatic Purchase Renewal Statute") to Plaintiff and other consumers similarly situated.
- 13. On or about January 11, 2014, Plaintiff purchased a 2-Person Plan subscription from Defendant's website.
- 14. At the time Plaintiff purchased a subscription, Defendant failed to present Defendant's automatic renewal offer terms or continuous service offer terms in a clear and conspicuous

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manner, as defined by California's Automatic Purchase Renewal Statute, before the subscription or purchasing agreement was fulfilled, and in visual or temporal proximity to Defendant's request for consent to the offer.

15. At the time Plaintiff purchased this subscription, Defendant charged Plaintiff for a automatic renewal offer without first obtaining Plaintiff's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.

16. At the time Plaintiff subscribed to Defendant's services, Plaintiff was subjected to Defendant's unlawful policies and/or practices, as set forth herein, in violation of Cal. Bus. & Prof. Code § 17600, et seq.

17. The material circumstances surrounding this experience by Plaintiff were the same, or nearly the same, as the other class members Plaintiff proposes to represent, and Plaintiff and all putative class members were required to pay, and did pay, money for this subscription marketed and sold by Defendant.

CLASS ACTION ALLEGATIONS

18. Plaintiff brings this action, on behalf of herself and all others similarly situated ("the Class").

19. Plaintiff represents, and is a member of, the Class, consisting of:

All persons within California who purchased a subscription from Defendant as part of an automatic renewal plan or continuous service offer for products and services from Defendant within the four years prior to the filing of this Complaint.

20. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know the number of members in the Class, but believes the Class members number in the hundreds of thousands, if not more. Thus, this matter should be certified as a Class action to assist in the expeditious litigation of this matter.

21. There is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Class because:

a. **Numerosity:** The potential members of the Class as defined are so numerous and so diversely located throughout California, that joinder of all the members of the Class

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1 impracticable. The class members are dispersed throughout California. Joinder of all
2 members of the proposed class is therefore not practicable.

3 b. **Commonality:** There are questions of law and fact common to Plaintiff and the
4 Class that predominate over any questions affecting only individual members of the
5 Class. These common questions of law and fact include, without limitation:

6 i) Whether Defendant charged Plaintiff and class members' payment method
7 for an automatic renewal or continuous service without first obtaining
8 Plaintiff's and class members' affirmative consent to the agreement
9 containing the automatic renewal offer terms or continuous service offer
10 terms;

11 ii) Whether Defendant's Terms and Conditions contains the automatic renewal
12 offer terms and/or continuous service offer terms as defined by Cal. Bus. &
13 Prof. Code § 17601;

14 iii) Whether Defendant failed to present the automatic renewal offer terms or
15 continuous service offer terms in a clear and conspicuous manner before the
16 subscription or purchasing agreement was fulfilled, and in visual or temporal
17 proximity to the request for consent to the offer;

18 iv) Whether Cal. Bus. & Prof. Code § 17603 provides for restitution for money
19 paid by class members in circumstances where the goods and services
20 provided by Defendant are deemed an unconditional gift;

21 v) Whether Plaintiff and the Class are entitled to restitution under Cal. Bus. &
22 Prof. Code §§ 17200-17203;

23 vi) Whether Plaintiff and class members are entitled to declaratory relief,
24 injunctive relief and/or restitution under Cal. Bus. & Prof. Code § 17535,
25 and,

26 vii) The proper formula(s) for calculating and/or restitution owed to Class
27 members.
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- c. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Plaintiff and Class members were deprived of property rightly belonging to them, arising out of and caused by Defendant's common course of conduct in violation of law as alleged herein, in similar ways.
- d. **Adequacy of Representation:** Plaintiff is a member of the Class and will fairly and adequately represent and protect the interests of the class members. Plaintiff's interests do not conflict with those of class members. Counsel who represent Plaintiff are competent and experienced in litigating large class actions, and will devote sufficient time and resources to the case and otherwise adequately represent the Class.
- e. **Superiority of Class Action:** A Class Action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Plaintiff and class members have suffered or may suffer loss in the future by reason of Defendant's unlawful policies and/or practices of not complying with Cal. Bus. & Prof. Code §§ 17600-17606. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because it allows for efficient and full restitution to class members, and will thereby effectuate California's strong public policy of protecting the California public from violations of its laws. If this action is not certified as a Class Action, it will be impossible as a practical matter for many or most class members to bring individual actions to recover monies due from Defendant, due to the relatively small amounts of such individual recoveries relative to the costs and burdens of litigation.

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FIRST CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17600, ET SEQ.

[CALIFORNIA'S AUTOMATIC PURCHASE RENEWAL STATUTE]

28. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

22. At a date presently unknown to Plaintiff, but at least four years prior to the filing of this action, and as set forth above, Defendant has engaged in the practice of making automatic renewal offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code § 17600, et seq. ("California's Automatic Purchase Renewal Statute"), to California consumers and the general public.

23. Plaintiff and members of the putative Class have suffered an "injury in fact" and have lost money and/or property as a result of Defendant's: (a) failure to present Defendant's automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer; (b) charges to the consumer's credit or debit card or the consumer's account for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms; and (c) failure to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer; and where Defendant's offer includes a free trial, Defendant also fails to disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services, in violation of Cal. Bus. & Prof. Code § 17600, et seq.

29. As a direct and proximate result of Defendant's aforementioned conduct and representations, Defendant received and continues to hold monies rightfully belonging to Plaintiff and other similarly situated consumers

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30. As a direct and proximate result of Defendant's violations of Cal. Bus. & Prof. Code § 17600, et seq., Plaintiff and members of the Class are entitled to a declaration that Defendant violated the California Automatic Purchase Renewal Statute.

31. Plaintiff and the Class are also entitled to and seek injunctive relief prohibiting such conduct in the future.

SECOND CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.

[CALIFORNIA'S UNFAIR COMPETITION LAW]

32. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

33. Plaintiff and Defendant are each "person[s]" as defined by California Business & Professions Code § 17201. California Bus. & Prof. Code § 17204 authorizes a private right of action on both an individual and representative basis.

34. "Unfair competition" is defined by Business and Professions Code Section § 17200 as encompassing several types of business "wrongs," two of which are at issue here: (1) an "unlawful" business act or practice, (2) an "unfair" business act or practice, (3) a "fraudulent" business act or practice, and (4) "unfair, deceptive, untrue or misleading advertising." The definitions in § 17200 are drafted in the disjunctive, meaning that each of these "wrongs" operates independently from the others.

35. By and through Defendant's conduct alleged in further detail above and herein, Defendant engaged in conduct which constitutes (a) unlawful and (b) unfair business practices prohibited by Bus. & Prof. Code § 17200 et seq.

(a) Unlawful" Prong

36. As a result of Defendant's acts and practices in violation of California's Automatic Renewal Statute, California's Bus. & Prof. Code § 17600, et seq., Defendant has violated California's Unfair Competition Law, Business & Professions Code §§ 17200 et seq., which provides a cause of action for an "unlawful" business act or practice perpetrated on members of the California public.

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37. Defendant had other reasonably available alternatives to further its legitimate business interest, other than the conduct described herein, such as adequately disclosing the terms of Defendant's automatic renewal offers and continuous service offers, as set forth by Cal. Bus. & Prof. Code § 17600, et seq.

38. Plaintiff and the putative class members reserve the right to allege other violations of law, which constitute other unlawful business practices or acts, as such conduct is ongoing and continues to this date.

(b) "Unfair" Prong

39. Defendant's actions and representations constitute an "unfair" business act or practice under § 17200 in that Defendant's conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. Without limitation, it is an unfair business act or practice for Defendant to knowingly or negligently fail to adequately disclose the terms of Defendant's automatic renewal offers and continuous service offers, as set forth by Cal. Bus. & Prof. Code §§ 17600, et seq.

40. At a date presently unknown to Plaintiff, but at least four years prior to the filing of this action, and as set forth above, Defendant has committed acts of unfair competition as defined by Cal. Bus. & Prof. Code §§ 17200 et seq., as alleged further detail above and herein.

41. Plaintiff and other members of the Class could not have reasonably avoided the injury suffered by each of them. Plaintiff reserves the right to allege further conduct that constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date, as Defendant continues to make automatic renewal offers and continuous service offers in the manner described above in herein, in violation of Cal. Bus. & Prof. Code §§ 17600, et seq. and Cal. Bus. & Prof. Code §§ 17200, et seq.

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KAZEROONI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

THIRD CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17535, ET SEQ.

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

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42. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

43. Cal. Bus. & Prof. Code § 17535, et seq. (the "UCL") allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Such a person may bring such an action on behalf of himself and others similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

44. Beginning at an exact date unknown to Plaintiff, but prior to January 11, 2014, and continuing to the present, Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices as defined by the UCL, by violating Cal. Bus. & Prof. Code § 17602.

45. As a direct and proximate result of Defendant's unlawful, unfair, and/or fraudulent acts and practices described herein, Defendant has received and continues to hold unlawfully obtained property and money belonging to Plaintiff and class members in the form of payments made for subscription agreements by Plaintiff and class members. Defendant has profited from its unlawful, unfair, and/or fraudulent acts and practices in the amount of those business expenses and interest accrued thereon.

46. Plaintiff and similarly situated class members are entitled to injunctive relief under restitution pursuant to Cal. Bus. & Prof. Code § 17535 for all monies paid by class members under the subscription agreements from January 11, 2014 to the date of such restitution, at rates specified by law. Defendant should be required to disgorge all the profits and gains it has reaped and restore such profits and gains to Plaintiff and class members, from whom they were unlawfully taken.

47. In prosecuting this action for the enforcement of important rights affecting the public interest, Plaintiff seeks the recovery of attorneys' fees, which is available to a prevailing plaintiff in class action cases such as this matter.

//

1 48. Plaintiff, on behalf of himself and similarly situated class members, request relief as
2 described below.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff respectfully requests the Court grant Plaintiff and the Class
5 members damages against Defendant and relief as follows:

- 6 • That this action be certified as a Class Action, Plaintiff be appointed as the
7 representatives of the Class, and Plaintiff's attorneys be appointed Class counsel;
- 8 • That the Court find and declare that Defendant has violated Cal. Bus. & Prof. Code
9 § 17602(a)(2) by charging Plaintiff and class members payment method without first
10 obtaining their affirmative consent to the agreement containing the automatic renewal
11 offer term or continuous service offer terms prior to charging their credit cards;
- 12 • That the Court find and declare that Defendant has violated the UCL and committed
13 unfair and unlawful business practices by violating Cal. Bus. & Prof. Code § 17602;
- 14 • That the Court find that Plaintiff and class members are entitled to injunctive relief and/or
15 restitution pursuant to Cal. Bus. & Prof. Code § 17535;
- 16 • That the Court find that Defendant is in possession of money that belong to Plaintiff and
17 class members that Defendant has not returned the money;
- 18 • That the Court award Plaintiff and the Class damages and/or full restitution in the amount
19 of the subscription payments made by them pursuant to Cal. Bus. & Prof. Code § 17603
20 in an amount to be proved at trial;
- 21 • An order requiring Defendant to pay restitution to Plaintiff and the Class due to
22 Defendant's UCL violations, pursuant to Cal. Bus. & Prof. Code §§ 17200-17205 in the
23 amount of their subscription agreement payments;
- 24 • An order requiring imposition of a constructive trust and and/or disgorgement of
25 Defendant's ill-gotten gains and to pay restitution to Plaintiff and all members of the
26 Class and to restore to Plaintiff and members of the Class all funds acquired by means of
27 any act or practice declared by this court to be an unlawful, fraudulent, or unfair
28 business act or practice, in violation of laws, statutes or regulations, or constituting

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

From: Mona Amini

Fax: (800) 520-5523

To:

Fax: +1 (213) 625-3244

Page 20 of 20 06/08/2015 6:07 PM

1 unfair competition;

2 • That Plaintiff and the Class be awarded reasonable attorneys' fees and costs of this suit
3 pursuant to Code of Civil Procedure § 1021.5, and California Civil Code § 1780, and/or
4 other applicable law; and

5 • Any and all other relief as this Court may deem necessary or appropriate.


6 TRIAL BY JURY

7 49. Pursuant to the seventh amendment to the Constitution of the United States of America,
8 Plaintiff is entitled to, and demands, a trial by jury.

9
10 Dated: June 8, 2015

Respectfully submitted,

11 KAZEROUNI LAW GROUP, APC

12
13 By: 
14 ABBAS KAZEROUNIAN, ESQ.
15 ✓ MONA AMINI, ESQ.
16 ATTORNEYS FOR PLAINTIFF

KAZEROUNI LAW GROUP, APC
245 FISCHER AVENUE, UNIT D1
COSTA MESA, CA 92626

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Abbas Kazrounian, Esq. (SBN 249203); Mona Amini, Esq. (SBN 296829)
KAZEROUNI LAW GROUP, APC
 245 Fischer Avenue, Unit D1
 Costa Mesa, CA 92626
 TELEPHONE NO.: (800) 400-6808 FAX NO.: (800) 520-5523
 ATTORNEY FOR (Name): Plaintiff, Lisa Riccobono

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 N. Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, CA 90005
 BRANCH NAME: Stanley Mosk Courthouse

JUN 09 2015

Sherri R. Carter, Executive Officer/Clerk
 By Dawn Alexander Deputy

CASE NAME:
LISA RICCOBONO v. BLUE APRON, INC.

CIVIL CASE COVER SHEET

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

Complex Case Designation

Counter **Joinder**

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

CASE NUMBER:
BC 584017

JUDGE:
 DEPT:

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

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <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) <p>Non-PI/PD/WD (Other) Tort</p> <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 type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <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 checked="" type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <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 checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Violations of Bus & Prof. Code §§ (1) 17600 (2) 17200 and (3) 17535 et seq
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: 6/8/2015
 Mona Amini, Esq.

(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.

SHORT TITLE: RICCOBONO v. BLUE APRON, INC.	CASE NUMBER BC584017
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**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 7-10 days 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)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office 11. Mandatory Filing Location (Hub Case) |
|---|---|

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

	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.)	1., 4.
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE: RICCOBONO v. BLUE APRON, INC.	CASE NUMBER: BC 584 017
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Non-Personal Injury/Property Damage/Wrongful Death Tort
 Employment
 Contract
 Real Property
 Unlawful Detainer

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

SHORT TITLE: RICCOBONO v. BLUE APRON, INC.	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.
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: RICCOBONO v. BLUE APRON, INC.	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 checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: 1239 Willowgreen Court	
	CITY: Westlake Village	STATE: CA

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central Judicial 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: June 8, 2015


 (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.

06/08/2015 10:00:00 AM

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

BLUE APRON, INC.

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

**LISA RICCOBONO,
Individually and On Behalf of All Others Similarly Situated**

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

FILED
Superior Court of California
County of Los Angeles

JUN 09 2015

Sherrri R. Carter, Executive Officer/Clerk
By Dawn Alexander Deputy
Dawn Alexander

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): **Stanley Mosk Courthouse
111 N. Hill Street
Los Angeles, CA 90012**

CASE NUMBER:
(Número del Caso) **BC 584017**

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):
Abbas Kazerounian, Esq. - 245 Fischer Ave., Unit D1, Costa Mesa, CA 92626 - Tel: (800) 400-6808

DATE: 6-9-15 **SHERRI R. CARTER** Clerk, by Dawn Alexander Deputy
(Fecha) (Secretario) (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
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - 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):
 - by personal delivery on (date):

1 Susan Fahringer, Bar No. 162978
SFahringer@perkinscoie.com
2 PERKINS COIE LLP
1201 Third Ave., Suite 4900
3 Seattle, WA 98101
Telephone: 206.359.8000
4 Facsimile: 206.359.9000

5 James G. Snell, Bar No. 173070
JSnell@perkinscoie.com
6 PERKINS COIE LLP
3150 Porter Drive
7 Palo Alto, CA 94304-1212
Telephone: 650.838.4300
8 Facsimile: 650.838.4350

9 Attorneys for Defendant
Blue Apron, Inc.

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

14 LISA RICCOBONO,
15 INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS
16 SIMILARLY SITUATED,

17 Plaintiff,

18 v.

19 BLUE APRON, INC.,

20 Defendant..

No. 15-5521

[Removed from Los Angeles Super. Ct.
Case No. BC-584017]

**DECLARATION OF JESSE ST.
CHARLES IN SUPPORT OF
NOTICE OF REMOVAL**

Compl. filed: June 9, 2015
Trial date: None Set

1 I, Jesse St. Charles, declare as follows:

2 1. I am the Director of Data Science at Blue Apron, Inc. ("Blue Apron"),
3 located at 5 Crosby St., New York, NY 10013. I have personal knowledge of the
4 facts stated herein and if called as a witness could competently testify thereto.

5 2. I understand the plaintiff in this action alleges claims on behalf of a
6 class of "persons within California who purchased a subscription from Defendant
7 as part of an automatic renewal plan or continuous service offer for products and
8 services from Defendant within the four years prior to the filing of this Complaint."

9 3. I understand the Complaint was filed on June 9, 2015.

10 4. I have reviewed Blue Apron's records kept in the ordinary course of
11 business and can confirm that Blue Apron sold more than \$5,000,000 of plans to
12 more than 100 customers in the alleged class.

13

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

16 Executed at New York, New York, July 20, 2015.

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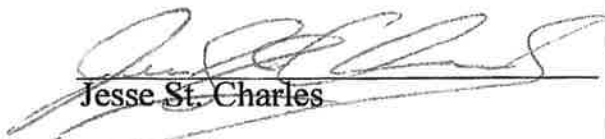
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Jesse St. Charles

From: paygovadmin@mail.doc.twai.gov
Sent: Tuesday, July 21, 2015 3:46 PM
To:
Subject: Pay.gov Payment Confirmation: CACD CM ECF

Your payment has been submitted to Pay.gov and the details are below. If you have any questions or you wish to cancel this payment, please contact CACD CM/ECF Helpdesk at (213) 894-0242.

Application Name: CACD CM ECF
Pay.gov Tracking ID: 25MFEP5V
Agency Tracking ID: 0973-16123355
Transaction Type: Sale
Transaction Date: Jul 21, 2015 6:45:50 PM

Account Holder Name: Perkins Coie LLP
Transaction Amount: \$400.00

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