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Attorneys for Defendant  
AM RETAIL GROUP, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MARIA RAMOS, on behalf of herself and  
all others similarly situated,

Plaintiff,

v.

AM Retail Group, Inc., a Delaware  
Corporation; and DOES 1-100,

Defendants.

CASE NO.

**NOTICE OF REMOVAL**

[Originally San Francisco County Superior  
Court Case No. CGC 16-552324]

TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF CALIFORNIA, AND TO THE CLERK OF THAT COURT:

**PLEASE TAKE NOTICE** that Defendant AM Retail Group, Inc. (“AMRG”), pursuant  
to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, hereby removes the above-captioned action from  
the Superior Court of California, County of San Francisco to the United States District Court for  
the Northern District of California.

**I. INTRODUCTION**

1. This Action is properly removed to this Court pursuant to 28 U.S.C. § 1441  
because this Court has jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)  
(“CAFA”), in that this Action is a civil action in which the alleged amount in controversy

83598424v1

exceeds the sum of \$5,000,000 exclusive of costs and interest, has more than 100 members in the proposed putative class, and is between citizens of different states.

## **II. BACKGROUND**

2. On June 1, 2016, Plaintiff Maria Ramos, purportedly on behalf of herself and all others similarly situated, filed a civil action in the San Francisco Superior Court entitled *Maria Ramos, et al. v. AM Retail Group, Inc.*, San Francisco County Superior Court, Case No. GCG 16-552324. (See Exhibit A, which includes the summons, Complaint and all of the documents served on AMRG.) AMRG has not been served with any other process or pleading, nor is it aware of the filing of any other process or pleading.

3. The Complaint, which is styled as a class action, purports to bring claims under California's Unfair Competition Law ("UCL"), Business & Professions Code § 17200, *et seq.*; California's False Advertising Law ("FAL"), Business & Professions Code § 17500, *et seq.*; and the Consumer Legal Remedies Act ("CLRA"), California Civil Code § 1750 *et seq.* (Complaint ¶ 13.) Plaintiff's Complaint arises from a purported transaction at a Bass store located in Folsom, California, in Sacramento County. *Id.* ¶ 17.

4. The proposed putative class consists of "[a]ll individuals who, in the State of California, purchased any item at one of Defendants' [sic] outlet or factory stores located in the State of California during the four (4) year period preceding the filing of this Class Action Complaint, and who did not subsequently return the purchased item to Defendants (the 'Class')." (Complaint ¶ 31.) Plaintiff also proposes a CLRA subclass, which has identical features to the Class, but includes only individuals that purchased merchandise from AMRG's California outlet stores during the three year period preceding the commencement of this Action. *Id.*

5. Plaintiff served the Complaint upon AMRG by personal service on June 29, 2016. See Exhibit A, page 45.

6. Nothing in this Notice of Removal should be interpreted as a concession of liability, the appropriateness of venue, the appropriateness of class treatment, Plaintiff's class definition, or the validity of Plaintiff's claim for relief. AMRG reserves the right to supplement and amend this Notice of Removal.

### 1 **III. REQUIREMENTS FOR REMOVAL UNDER CAFA**

2 7. This Court has original jurisdiction over this action under the Class Action  
 3 Fairness Act of 2005 (“CAFA”), codified in part at 28 U.S.C. §§ 1332 and 1453. Under CAFA, a  
 4 district court shall have original jurisdiction over any putative civil class action in which: (1)  
 5 there are at least 100 members in all proposed plaintiff classes; (2) “the matter in controversy  
 6 exceeds the sum or value of \$5,000,000, exclusive of interest and costs”; and (3) “any member of  
 7 a class of plaintiffs is a citizen of a state different from any defendant.” 28 U.S.C. § 1332(d)(2,  
 8 5). Because this action meets each of CAFA’s requirements, it may be removed to federal court.  
 9 28 U.S.C. § 1441(a) (“[A]ny civil action brought in a State Court of which the district courts of  
 10 the United States have original jurisdiction, may be removed by the defendant.”).

### 11 **IV. THE REQUIREMENTS FOR REMOVAL UNDER CAFA ARE SATISFIED**

#### 12 **A. The Number of Proposed Class Members Exceeds 100**

13 8. The Complaint alleges that members of the putative class are “so numerous that  
 14 joinder of all members is impracticable,” but does not identify the number of class members.  
 15 (Complaint ¶ 32.)

16 9. According to Plaintiff’s Complaint, the putative class is “[a]ll individuals who, in  
 17 the State of California, purchased any item at one of Defendants’ [sic] outlet or factory stores  
 18 located in the State of California during the four (4) year period preceding the filing of this Class  
 19 Action Complaint, and who did not subsequently return the purchased item to Defendants.”  
 20 (Complaint ¶ 31.)

21 10. The Complaint clearly pleads that more than 100 individuals from the State of  
 22 California purchased merchandise from an AMRG outlet store in California during the putative  
 23 class period. The size of the putative class thus well exceeds 100 members.

#### 24 **B. The Amount in Controversy Exceeds \$5 Million**

25 11. Defendant denies Plaintiff’s substantive allegations, the appropriateness of class  
 26 treatment, and that Plaintiff is entitled to any of the relief sought in her Complaint, and does not  
 27 waive any defense with respect to any of Plaintiff’s claims. Nonetheless, the amount in  
 28 controversy is determined by accepting Plaintiff’s allegations as true. See *Cain v. Hartford Life*

1 & *Accident Ins. Co.*, 890 F. Supp. 2d 1246, 1249 (C.D. Cal. 2012) (“In measuring the amount in  
 2 controversy, a court must assume that the allegations of the complaint are true and assume that a  
 3 jury will return a verdict for the plaintiff on all claims made in the complaint.”). Here, taking  
 4 Plaintiff’s allegations as true, the amount in controversy in this action (including attorney’s fees)  
 5 exceeds \$5,000,000.

6 12. Case law is clear that “the amount-in-controversy allegation of a defendant  
 7 seeking federal-court adjudication should be accepted when not contested by the plaintiff or  
 8 questioned by the court.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547,  
 9 549-50, (2014) (citations omitted); *see also* Schwarzer, Tashima, et al., *California Practice*  
 10 *Guide: Federal Civil Procedure Before Trial* (2016) § 2:2395, at 2D-30 (“[D]efendant may  
 11 simply allege in its notice of removal that the jurisdictional threshold has been met and discovery  
 12 may be taken with regard to that question.”); *id.* § 2:3435, at 2D-172 – 173 (“Defendant’s notice  
 13 of removal ‘need include only a plausible allegation that the amount in controversy exceeds the  
 14 jurisdictional threshold.’). Further, CAFA’s legislative history indicates that even if the Court “is  
 15 uncertain about whether all matters in controversy in a purported class action do not in the  
 16 aggregate exceed the sum or value of \$5,000,000, the court should err in favor of exercising  
 17 jurisdiction over the case.” Senate Report on the Class Action Fairness Act of 2005 Dates of  
 18 Consideration and Passage, S. Rep. 109-14;

19 13. Plaintiff seeks restitution of “all of monies spent” associated with AMRG’s  
 20 allegedly unfair pricing practices during the last four years. (Complaint ¶¶ 53, 60.) Given the  
 21 number of outlet stores owned by AMRG, the volume of sales in each store, and the number of  
 22 potential class members who made purchases at those outlet stores, the amount in controversy  
 23 exceeds \$5,000,000.

24 14. Additionally, the Complaint states that Plaintiff will move to amend her  
 25 Complaint to pursue claims for actual, punitive and statutory damages (Complaint ¶ 66), each of  
 26 which are properly included in the calculation for determining the amount in controversy. The  
 27 CLRA provides for statutory penalties of not less than \$1,000 per violation. Cal. Civ. Code §  
 28 1780(a)(1).

15. Plaintiff also seeks an award of attorney's fees. (Prayer for Relief ¶ g.) This amount should also be included in connection with the amount in controversy. *See Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 700 (9th Cir. 2007). Although Defendant denies Plaintiff's claim for attorneys' fees, for purposes of removal, the Ninth Circuit uses a benchmark rate of twenty-five percent of the potential damages as the amount of attorneys' fees. *In re Quintus Sec. Litig.*, 148 F. Supp. 2d 967, 973 (N.D. Cal. 2001) (benchmark for attorneys' fees is 25% of 10 the common fund). Assuming the amount in controversy is \$5,000,000, an award of 25% attorneys' fees based upon such amount would be an additional \$1,250,000.

16. Plaintiff also seeks injunctive relief. The potential cost of compliance with a request for injunctive relief may be considered when calculating the amount put in controversy under CAFA. *Tompkins v. Basic Research LLC*, No. 5-08-244, 2008 WL 71808316, at \*4 & n9 (E.D. Cal. April 22, 2008) (noting that under CAFA, the amount put in controversy includes defendants' potential cost of compliance with a request for injunctive relief); *see also* James Wm. Moore et al., *Moore's Federal Practice's* 102.26(c)(iii) (3d ed. 2010) ("The amount in controversy in CAFA cases may be determined on the basis of the aggregate value to either the plaintiff class members or to the defendants"). The costs to comply with an injunction could potentially be significant and Plaintiff's request for injunctive relief further takes the amount in controversy over the statutory threshold. *See* 28 U.S.C. § 1332(d)(2).

17. While Plaintiff's claim for restitution, in itself, puts the amount in controversy above \$5,000,000, the actual, punitive and statutory damages; attorney's fees; and injunctive relief requested by Plaintiff make clear that this requirement is satisfied.

### **C. Minimum Diversity Exists**

18. The minimal diversity standard of CAFA is met as long as any one defendant is a citizen of a different state than any of the named plaintiffs. 28 U.S.C. § 1332(d)(2)(A). Plaintiff is a citizen of California. (Complaint ¶ 17.)

19. For purposes of diversity, a corporation is deemed to be a citizen of" (1) the state under whose laws it is organized; and (2) the state of its "principal place of business." 28 U.S.C. § 1332(c)(1). AMRG is a Delaware corporation with its principal executive offices in

1 Minnesota. (Complaint ¶ 18.) Thus, AMRG is a citizen of Minnesota and Delaware, and no  
2 other state.

3 20. Thus, minimal diversity is satisfied because Plaintiff is a citizen of a state  
4 (California) different from AMRG (Minnesota and Delaware).

5 **D. No CAFA Exceptions Apply**

6 21. The Action does not fall within any of exclusion to removal jurisdiction  
7 recognized by 28 U.S.C. § 1332(d), and Plaintiff has the burden of proving otherwise. *See*  
8 *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021 (9th Cir. 2007) (“[T]he party seeking remand  
9 bears the burden to prove an exception to CAFA’s jurisdiction”).

10 **V. THE OTHER PROCEDURAL REQUISITES FOR REMOVAL ARE SATISFIED**

11 22. Removal to this judicial district and division is proper under 28 U.S.C. §§  
12 1441(a), 1446(a), because the Superior Court of the State of California for the County of San  
13 Francisco is located within the Northern District of California.

14 23. This Notice of Removal is timely because it was filed within thirty days of June  
15 29, 2016, the date on which AMRG was served with the Summons and Complaint. 28 U.S.C. §  
16 1446(b).

17 24. Pursuant to 28 U.S.C. § 1446(a), a copy of the Summons, Complaint, and all other  
18 documents served on AMRG are attached as Exhibit A.

19 25. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal and all  
20 documents in support thereof and concurrently therewith are being filed with the Clerk of the  
21 Superior Court for the County of San Francisco. Written notice of the filing of this Notice of  
22 Removal is being served upon counsel for Plaintiff.

23 ///

24 ///

25 ///

26 ///

1           **VI.    CONCLUSION**

2           AMRG respectfully submits that this action is removed properly pursuant to the Class  
3 Action Fairness Act.

4  
5           DATED: July 29, 2016

SEDGWICK LLP

7           By:           /s/ Stephanie A. Sheridan          

8           Stephanie A. Sheridan

9           Anthony J. Anscombe

Meegan B. Brooks

Attorneys for Defendant

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7 Attorneys for Defendant  
AM RETAIL GROUP, INC.

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

12 MARIA RAMOS, on behalf of herself and  
all others similarly situated,

13 Plaintiff,

14 v.

15 AM Retail Group, Inc., a Delaware  
16 Corporation; and DOES 1-100,

17 Defendants.

CASE NO.

**EXHIBIT A TO NOTICE OF REMOVAL**

[Originally San Francisco County Superior  
Court Case No. CGC 16-552324]



SUM-100

# SUMMONS

## (CITACION JUDICIAL)

## NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

AM RETAIL GROUP, INC., a DELAWARE Corporation;  
and DOES 1 through 100, inclusive

## YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

MARIA RAMOS, on behalf of herself and all others similarly situated,

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

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del Caso):

San Francisco County Superior Court  
Civil Division  
400 McAllister Street, Room 103  
San Francisco, CA 94102

CGC 16-552324

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):

Gene J. Stonebarger, Esq.; STONEBARGER LAW, APC

75 Iron Point Circle, Suite 145, Folsom, CA 95630

Tel: (916) 235-7140 Fax: (916) 235-7141

DATE:

JUN 01 2016

CLERK OF THE COURT

Clerk, by  
(Secretario)

DE LA VEGA-NAVARRO, Rossetty, 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)).

(SEAL)

## NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):  
AM Retail Group, Inc.
- ☒ on behalf of (specify):  
a Delaware Corporation  
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): 6/29/16

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 9

10 *Attorneys for Plaintiff Maria Ramos and the Class*

11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF SAN FRANCISCO**

**CGC 16-552324**

13 MARIA RAMOS, on behalf of herself and all  
 14 others similarly situated,

15 Plaintiff,

16 vs.

17 AM Retail Group, Inc., a Delaware Corporation;  
 and DOES 1-100, inclusive,

18 Defendants.  
 19  
 20  
 21  
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 24  
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 26  
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CASE NO.

**CLASS ACTION COMPLAINT FOR:**

1. Violation of California's Unfair Competition Laws ("UCL"); California Business & Professions Code Sections 17200, *et seq.*
2. Violation of California's False Advertising Laws ("FAL"); California Business & Professions Code Sections 17500, *et seq.*
3. Violations of California Consumer Legal Remedies Act ("CLRA"); Civ. Code § 1750, *et seq.*

**[DEMAND FOR JURY TRIAL]**

**CLASS ACTION COMPLAINT**

ENDORSED  
FILED  
Superior Court of California  
County of San Francisco  
JUN 01 2016  
CLERK OF THE COURT  
BY: ROSSALY DE LA VEGA  
Deputy Clerk

1 Plaintiff Maria Ramos, on behalf of herself and all others similarly situated, complains  
 2 and alleges upon information and belief based, among other things, upon the investigation made  
 3 by Plaintiff and by and through her attorneys against Defendants AM Retail Group, Inc. and  
 4 Does 1-100 ("Defendants") as follows:

5 I.

6 INTRODUCTION

7 1. This is a class action regarding Defendants' false and misleading advertisement of  
 8 "market" prices, and corresponding phantom "savings" on fashion apparel sold in their "Outlet"  
 9 or "Factory" stores.

10 2. According to Defendants, AM Retail Group, Inc. owns and operates, among other  
 11 entities, G.H. Bass & Co. stores. Defendants' webpages says the following about G.H. Bass &  
 12 Co.: "Established in 1876 by George Henry Bass of Wilton, Maine, G.H. Bass & Co. began with  
 13 a man on a simple mission – 'to make the very best handcrafted shoe.' Since its inception, Bass's  
 14 reputation for quality, comfort and durability have paved the way for defining moments in  
 15 American history. As the official aviation boot of the U.S. Army in World War I, to Charles A.  
 16 Lindbergh's choice for the first solo transatlantic flight from NY to Paris, to outfitting pop  
 17 culture icons, Bass remains the #1 choice for adventurers and American heroes. Today, Bass  
 18 continues George Henry's simple mission, and remains a truly iconic brand, rich in heritage and  
 19 tradition, that embodies classic American style. In the true spirit of our legacy, we continue to  
 20 find new ways to combine the classics with the contemporary, proving that *a true original is*  
 21 *always in demand.*"

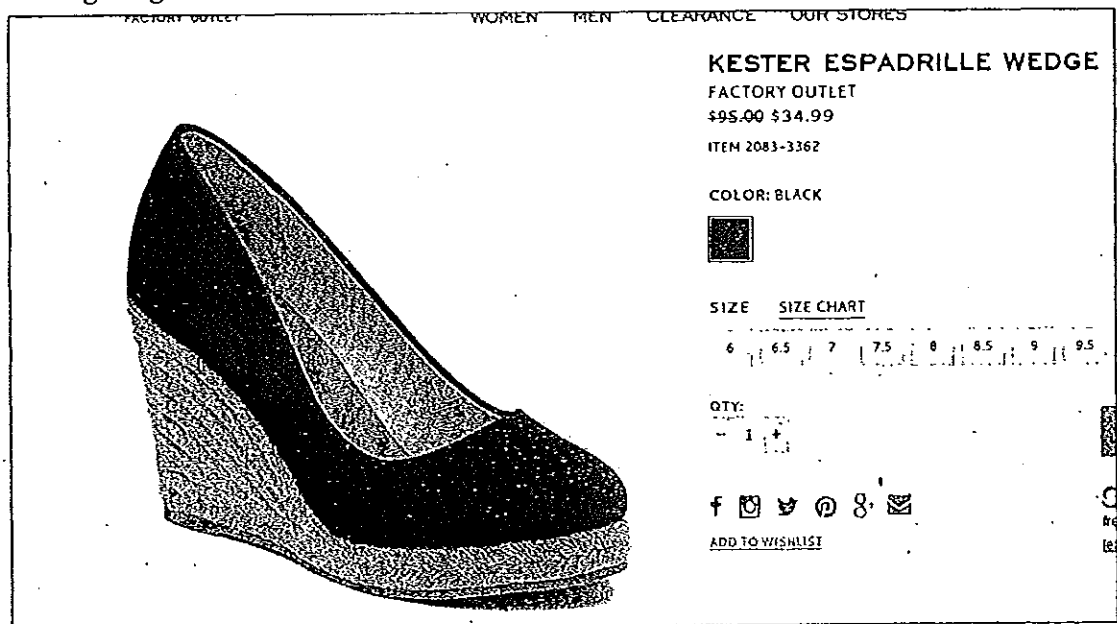
22 3. As part of its retail operations, Defendants operate several "outlet" style stores  
 23 throughout the State of California, as well as the rest of the United States.

24 4. "Outlet" stores, also known as "factory outlets", are commonly understood by the  
 25 public to be selling the same merchandise that the manufacturer typically sells at its retail stores,  
 26 but at a discount. According to the Business Insider, "[t]he common assumption about outlet  
 27 stores is that you're getting the same goods that are in a regular retail store without the big price  
 28 tag." See <http://www.businessinsider.com/outlet-stores-arent-a-good-deal-2014-5>.

5. But today, outlet stores typically sell *different* merchandise than their retail counterparts, without informing customers that this is the case. The Federal Trade Commission ("FTC") felt that the practice needed to be brought to the attention of consumers, issuing a warning in March 2014 that the merchandise sold at outlet stores can be manufactured exclusively for the outlet and be of inferior quality than that sold in the manufacturer's non-outlet or non-factory store locations. See <https://www.ftc.gov/news-events/press-releases/2014/03/ftc-advice-how-shop-wisely-outlet-malls>.

6. While the FTC felt that the need to warn customers about the different, inferior products sold at outlet stores or factory stores, companies, such as Defendants, actually take advantage of the public's misconceptions about outlets and falsely compare their inferior outlet products to the higher-end retail products sold in their non-outlet or non-factory store locations in order to induce customers to purchase the "discounted" products.

7. In this case, Defendants have misled consumers by advertising items at discounted prices ("savings") by placing placards with its products sold at its California outlet locations that provide consumers with a price that appears to be a prior price that is stuck-out, and a substantially lower, "sale" price, is listed. For example, Defendant's website shows the following image:



1 The reality, however, is that the price struck-out on items sold at Defendants' outlet locations is  
 2 not reflective of the price at which the items at the outlet store have been or are being sold.  
 3 Rather, the struck-out price is an inflated price that other, different, and superior products,  
 4 bearing the manufacturer's logo, are being sold for at normal, retail locations. The "comparison"  
 5 made by Defendants' "discount" representation is truly one of apples to oranges, and any  
 6 "savings" are illusory.

7 8. For example, the above-depicted shoe is not sold by Defendants' normal, retail  
 8 stores, and is only available through outlet stores and the online "Factory Outlet" G.H. Bass &  
 9 Co. store. Indeed, no shoe of a similar style is sold by Defendants under the G.H. Bass & Co.  
 10 brand, and especially not for "\$95.00".

11 9. Defendants' practice has been specifically addressed by the FTC. In the Code of  
 12 Federal Regulations, under Title 16, which addresses Commercial Practices ("Guide Against  
 13 Deceptive Pricing"), the FTC specifically states:

14 One of the most commonly used forms of bargain advertising is to offer a  
 15 reduction from the advertiser's own former price for an article. If the former price  
 16 is the actual, bona fide price at which the article was offered to the public on a  
 17 regular basis for a reasonably substantial period of time, it provides a legitimate  
 18 basis for the advertising of a price comparison. Where the former price is genuine,  
 19 the bargain being advertised is a true one. If, on the other hand, the former price  
 20 being advertised is not bona fide but fictitious—for example, where an artificial,  
 21 inflated price was established for the purpose of enabling the subsequent offer of  
 22 a large reduction—the "bargain" being advertised is a false one; the purchaser is  
 23 not receiving the unusual value he expects. In such a case, the "reduced" price is,  
 24 in reality, probably just the seller's regular price..

25 16 C.F.R. 233.1(a).

26 10. In addition, under California law, specifically California Business and Professions  
 27 Code Section 17501, entitled "*Value determinations; Former price advertisement*," when a  
 28 retailer presents purported reduced "sale" prices and compares those prices to former, "original"  
 prices, the purported "original" or "market" price must have been the prevailing market retail  
 price of the article so advertised within the three months next immediately preceding the  
 publication of the advertised former prices.

11. The unlawful practice described above, utilized by Defendants and others, has  
 caused a growing concern for consumer watchdogs. In early 2014, four members of Congress

1 wrote a letter to the FTC requesting that it look into claims that merchants may be selling lower  
2 quality items produced specifically for their outlet stores without properly informing consumers  
3 about the difference between those items and the higher-quality products found in regular retail  
4 stores. *See www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-outlet-stores-may-be-*  
5 *misleading-consumers.*

6 12. Plaintiff herein alleges that under California law, the purported "market price"  
7 advertised in Defendants' California outlet store locations never existed and/or did not constitute  
8 the prevailing market retail prices for such products within the three months next immediately  
9 preceding the publication of the sales tag. By representing that there is a difference between the  
10 "sale price" and the struck-out price Defendants are engaging in a false advertising campaign  
11 calculated to lure consumers into purchasing products they believe are significantly discounted.

12 13. Through its false and misleading marketing, advertising and pricing scheme  
13 Defendants have violated, and continue to violate, California law prohibiting advertising goods  
14 for sale as discounted from former prices, when in fact, such representations are false and  
15 misleading. Specifically, Defendants violated, and continue to violate, California's Business &  
16 Professions Code §§ 17200, *et seq* (the "UCL"), California's Business & Professions Code §§  
17 17500, *et seq* (the "FAL"), and the California Consumers' Legal Remedies Act, California Civil  
18 Code §§1750, *et seq* (the "CLRA").

19 14. Plaintiff brings this action on behalf of herself and other similarly situated  
20 consumers who have purchased one or more items at Defendants' outlet stores that were  
21 deceptively represented as discounted from false prices. Plaintiff, on behalf of herself and all  
22 other similarly situated individuals, seeks to stop the practice of falsely giving the public the  
23 impression that "outlets" are providing them with significant savings, when, in fact, the outlets  
24 are really just selling a company's own "knock-off", inferior products that truly are worth less  
25 than the original, higher-quality retail items offered for sale by the company. By comparing the  
26 low quality products to the price of the higher-quality originals, Defendants are deceiving the  
27 public and are breaking the law. Plaintiff seeks an order certifying this as a class action, giving  
28 restitution and damages to the Class, and enjoining Defendants from continuing with their false-



1 information campaign.

2 **II.**

3 **JURISDICTION AND VENUE**

4 15. Defendant AM Retail Group, Inc. has conducted business in the County of San  
5 Francisco, which has caused both obligations and liability of Defendant AM Retail Group, Inc.  
6 to arise in the County of San Francisco.

7 16. The amount of controversy exceeds the jurisdictional minimum of this Court.

8 **III.**

9 **PARTIES**

10 **A. Plaintiff Maria Ramos**

11 17. Plaintiff resides in El Dorado County, California. Within the last three years,  
12 Plaintiff, in reliance on Defendants' false and deceptive advertising, marketing and "discount"  
13 pricing schemes, purchased, among others, a pair of shoes – Bass Kester's (depicted above) – for  
14 approximately \$22.49 at an outlet store in Folsom, California. The shoes were advertised and  
15 represented by Defendants with a strike-out price of \$95.00. That price was discounted and  
16 represented to Plaintiff as being a discount according to the price tag and related signage.  
17 However, this product was never offered for sale at Defendants' California normal retail stores,  
18 nor was it offered at the inflated price within the ninety (90) day time period immediately  
19 preceding Plaintiff's purchase. In fact, the product purchased by Plaintiff was never offered for  
20 sale by Defendants at any of their retail stores; rather, the item was only sold by Defendants at  
21 their California outlet or factory store locations and online location. Thus, Plaintiff was damaged  
22 by her purchase of the product that she believed to have been steeply discounted.

23 **B. Defendant AM Retail Group, Inc.**

24 18. Plaintiff is informed and believes, and upon such information and belief alleges,  
25 Defendant AM Retail Group, Inc., is a Delaware corporation with its principal executive offices  
26 in Minnesota.

27 ///

28 ///

**C. Doe Defendants**

19. Plaintiff does not know the true names or capacities of the persons or entities sued herein as DOES 1-100, inclusive, and therefore sues such Defendants by such fictitious names. Plaintiff is informed and believes, and upon such information and belief alleges, that each of the DOE Defendants is in some manner legally responsible for the damages suffered by Plaintiff and the Class members as alleged herein. All Defendants were at all relevant times acting as actual agents, conspirators, aiders and abettors who provided substantial assistance with knowledge of the wrongful conduct, ostensible agents, partners and/or joint venturers and employees of all other Defendants, and that all acts alleged herein occurred within the course and scope of said agency, employment, partnership, joint venture, conspiracy and/or enterprise, and with the express and/or implied permission, knowledge, consent, authorization and ratification of their Co-Defendants; however, this allegation is pleaded as an "alternative" theory wherever not doing so would result in a contradiction with other allegations. Plaintiff will amend this Complaint to set forth the true names and capacities of these Defendants when they have been ascertained, along with appropriate charging allegations, as may be necessary.

**IV.****FACTUAL BACKGROUND**

20. Within the last three (3) years, Plaintiff shopped at Defendant's outlet store in Folsom, California to purchase clothing and related apparel for herself.

21. Upon examining a pair of shoes Defendants' outlet store, Plaintiff viewed a representation by Defendants that the shoes typically sell for nearly one hundred dollars.

22. Plaintiff observed signage adjacent to the shoes she was considering purchasing which represented that the sunglasses were on sale for approximately \$30.00 – a steep discount and savings.

23. Relying upon Defendants' misrepresentations and false and deceptive advertising and believing that she was receiving a significant value, Plaintiff decided to purchase the shoes and proceeded to the cash register where she did in fact purchase the shoes (note that Plaintiff received an additional discount for joining Defendants' loyalty program, bringing her total



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1 purchase price to \$22.49).

2 24. Plaintiff would not have purchased the shoes without the misrepresentations made  
3 by Defendants. As a result, Plaintiff has been personally victimized by and suffered economic  
4 injury as a direct result of Defendants' unlawful, unfair and fraudulent conduct.

5 25. Defendants know that their comparative price advertising is false, deceptive,  
6 misleading and unlawful under California law.

7 26. Defendants fraudulently concealed from and intentionally failed to disclose to  
8 Plaintiff and other members of the proposed Class the truth about the advertised price and former  
9 prices.

10 27. At all relevant times, Defendants have been under a duty to Plaintiff and the  
11 proposed Class to disclose the truth about the false discounts.

12 28. Plaintiff relied upon Defendants' artificially inflated pricing and false discounts  
13 when purchasing her shoes at Defendants' retail stores. Plaintiff would not have made such a  
14 purchase but for Defendants' representation of a purported discount which caused Plaintiff to  
15 reasonably believe that she was receiving a substantial discount and was making a bargain  
16 purchase.

17 29. Plaintiff and the Class reasonably and justifiably acted and relied on the  
18 substantial price differences that Defendants advertised, and made purchases believing that they  
19 were receiving a substantial discount on an item of greater value than it actually was. Plaintiff,  
20 like other Class members, was lured in, relied on, and damaged by these pricing schemes that  
21 Defendants carried out.

22 30. Defendants intentionally concealed and failed to disclose material facts regarding  
23 the truth about its price advertising in order to entice Plaintiff and the proposed Class to purchase  
24 products in their California outlet locations and online.

25 V.

26 **CLASS ALLEGATIONS**

27 31. Plaintiff brings this action on behalf of herself, and all others similarly situated,  
28 pursuant to Section 382 of the California Code of Civil Procedure and seeks certification of the

1 following Class and Subclass against Defendants for violations of California state laws:

2 Class: All individuals in the State of California who purchased any item at one of  
3 Defendants' outlet or factory stores or through Defendants' online Factory Outlet  
4 during the four (4) year period preceding the filing of this Class Action  
5 Complaint, and who did not subsequently return the purchased item to Defendants  
6 (the "Class").

7 CLRA Subclass: All individuals in the State of California who purchased any  
8 item at one of Defendants' outlet or factory stores or through Defendants' online  
9 Factory Outlet during the three (3) year period preceding the filing of this Class  
10 Action Complaint through the present, and who did not subsequently return the  
11 purchased item to Defendants (the "CLRA Subclass").<sup>1</sup>

12 Excluded from the Class are Defendants, as well as its officers, employees, agents or affiliates,  
13 and any judge who presides over this action, as well as all past and present employees, officers  
14 and directors of Defendants. Plaintiff reserves the right to expand, limit, modify, or amend these  
15 class definitions, including the addition of one or more subclasses, in connection with her motion  
16 for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or  
17 new facts obtained during discovery.

18 32. The members of the Class are so numerous that joinder of all members is  
19 impracticable. While the exact number of Class members is unknown to Plaintiff at this time,  
20 such information can be ascertained through appropriate discovery and from records maintained  
21 by Defendant and its agents. Specifically, Defendants keep extensive computerized records of  
22 its customers through, *inter alia*, customer loyalty programs, co-branded credit cards and general  
23 marketing programs. Defendants have one or more databases through which a significant  
24 majority of Class members may be identified and ascertained, and they maintain contact  
25 information, including email and home addresses, through which notice of this action could be  
26 disseminated in accordance with due process requirements.

27 33. There is a well-defined community of interest among the Class because common  
28 questions of law and fact predominate, Plaintiff's claims are typical of the members of the Class,  
and Plaintiff can fairly and adequately represent the interests of the Class.

29 ///

<sup>1</sup> Plaintiff is a representative and member of both the Class and the CLRA Subclass. Because all members of the CLRA Subclass are also members of the Class, both will be referred to as the "Class" unless otherwise noted.

1           34. Common questions of law and fact exist as to all members of the Class and  
2 predominate over any questions affecting solely individual members of the Class. Among the  
3 questions of law and fact common to the class are, but not limited to, the following:

4           a. Whether, during the Class Period, Defendants' used false or  
5 misleading price labels and falsely advertised price discounts on the products sold in their  
6 California retail outlet stores;

7           b. Whether, during the Class Period, the prices advertised by Defendants  
8 were the prevailing market prices for the respective products during the three month period  
9 preceding the dissemination and/or publication of the advertised price;

10           c. Whether Defendants engaged in unfair, unlawful and/or fraudulent  
11 business practices in violation of California Business and Professions Code Section 17200;

12           d. Whether Defendants engaged in false or misleading advertising in  
13 violation of California Business and Professions Code Section 17500;

14           e. Whether Defendants engaged in unfair competition or deceptive acts or  
15 practices in violation of the Consumers' Legal Remedies Act;

16           f. Whether Plaintiff and Class members are entitled to damages and/or  
17 restitution and the proper measure of that loss; and

18           g. Whether an injunction is necessary to prevent Defendants from continuing  
19 to use false, misleading or illegal price comparisons, discounts, or fabricated prices.

20           35. Plaintiff's claims are typical of those of the other Class members because  
21 Plaintiff, like every other Class member, was exposed to virtually identical conduct and injury.

22           36. Plaintiff will fairly and adequately represent and protect the interests of the Class  
23 in that they have no disabling conflicts of interest that would be antagonistic to those of the other  
24 members of the Class. Plaintiff seeks no relief that is antagonistic or adverse to the members of  
25 the Class and the infringement of the rights and the damages they have suffered are typical of all  
26 other Class members. Plaintiff has retained competent counsel, experienced in class action  
27 litigation and consumer protection law.

28       ///

1           37. The nature of this action and the nature of laws available to Plaintiff and the Class  
2 make the use of the class action device a particularly efficient and appropriate procedure to  
3 afford relief to Plaintiff and the Class for the wrongs alleged because:

4           a. The individual amounts of damages involved, while not insubstantial, are  
5 such that individual actions or other individual remedies are impracticable and litigating  
6 individual actions would be too costly;

7           b. If each Class member was required to file an individual lawsuit, the  
8 Defendants would necessarily gain an unconscionable advantage since they would be able to  
9 exploit and overwhelm the limited resources of each individual Class member with vastly  
10 superior financial and legal resources;

11           c. The costs of individual suits could unreasonably consume the amounts that  
12 would be recovered;

13           d. Proof of a common factual pattern that Plaintiff experienced is  
14 representative of that experienced by the Class and will establish the right of each member of the  
15 Class to recover on the cause of action alleged; and

16           e. Individual actions would create a risk of inconsistent results and would be  
17 unnecessary and duplicative of this litigation.

18           38. Plaintiff and Class members have all similarly suffered irreparable harm and  
19 damages as a result of Defendants' unlawful and wrongful conduct. This action will provide  
20 substantial benefits to Plaintiff, the Class and the public because, absent this action, Plaintiff and  
21 Class members will continue to suffer losses, thereby allowing Defendants' violations of law to  
22 proceed without remedy, and allowing Defendants to retain proceeds of its ill-gotten gains.

23           39. All Class members, including Plaintiff, were exposed to one or more of  
24 Defendants' misrepresentations or omissions of material fact claiming that the represented prices  
25 were in existence. Due to the scope and extent of Defendants' consistent false price advertising  
26 scheme, disseminated in a years-long campaign to California consumers via a number of  
27 different platforms – in-store displays, print advertisements, and the like – it can be reasonably  
28 inferred that such misrepresentations or omissions of material fact were uniformly made to all

1 members of the Class. In addition, it can be reasonably presumed that all Class members,  
 2 including, Plaintiff, affirmatively acted in response to the representations contained in  
 3 Defendants' false advertising scheme when purchasing merchandise at Defendant's outlet stores.

4 VI.

5 **FIRST CAUSE OF ACTION**  
 6 **Violation Unfair Competition Law**  
 7 **Business and Professions Code § 17200 *et seq.***  
 8 **(On Behalf of the Class Against Defendants)**

9 40. Plaintiff and the Class incorporate by reference each and every paragraph of this  
 10 Class Action Complaint as if fully set forth herein.

11 41. The UCL prohibits any business practice that is "unlawful, unfair or fraudulent",  
 12 as well as any "unfair, deceptive, untrue or misleading" advertising.

13 42. A business act or practice is "unfair" under the UCL if it offends an established  
 14 public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to  
 15 consumers, and that unfairness is determined by weighing the reasons, justifications and motives  
 16 of the practice against the gravity of the harm to the alleged victims.

17 43. Defendants' actions constitute "unfair" business acts or practices because, as  
 18 alleged above, Defendants engaged in misleading and deceptive price comparison advertising  
 19 that represented false prices that were fabricated so that Defendants could represent phantom  
 20 markdowns. Defendants' acts and practices offended an established public policy, and engaged  
 21 in immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to  
 22 consumers.

23 44. The harm to Plaintiff and Class members outweighs the utility of Defendants'  
 24 practices. There were reasonably available alternatives to further Defendants' legitimate  
 25 business interests, other than the misleading and deceptive conduct described herein. Thus,  
 26 Defendants' conduct, as alleged herein, is unfair under the UCL.

27 45. A business act or practice is "fraudulent" under the UCL if it is likely to deceive  
 28 members of the consuming public.

///

46. Defendants' acts and practices alleged above have deceived Plaintiff and are likely to deceive members of the public. 16 C.F.R. 233.1 explains the use of a price discounts as follows:

One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser's own former price for an article. If the former price is the actual, bona fide price at which the article was offered to the public on a regular basis for a reasonably substantial period of time, it provides a legitimate basis for the advertising of a price comparison. Where the former price is genuine, the bargain being advertised is a true one. If, on the other hand, the former price being advertised is not bona fide but fictitious—for example, where an artificial, inflated price was established for the purpose of enabling the subsequent offer of a large reduction—the “bargain” being advertised is a false one; the purchaser is not receiving the unusual value he expects. In such a case, the “reduced” price is, in reality, probably just the seller's regular price..

16 C.F.R. 233.1(a).

47. California law also expressly prohibits false pricing schemes. California Business and Professions Code Section 17501 entitled “*Value determinations; Former price advertisement,*” states:

For the purpose of this article the worth or value of anything advertised is the prevailing market price, wholesale if the offer is at wholesale, retail if the offer is at retail, at the time of publication of such advertisement in the locality wherein the advertisement is published.

*No price shall be advertised as a former price of any advertised thing, unless the alleged former price was the prevailing market price as above defined within three months next immediately preceding the publication of the advertisement or unless the date when the alleged former price did prevail is clearly, exactly and conspicuously stated in the advertisement. [Emphasis added.]*

48. Plaintiff relied on Defendants' fraudulent and deceptive representations regarding the prices it represented and the corresponding “discounts” for the items that Defendants sell at their retail outlet stores. Plaintiff relied upon these misrepresentations to her detriment, they were a substantial cause in influencing Plaintiff's decision to purchase her product, and Plaintiff would not have purchased the product but for Defendants' misrepresentations.

49. Thus, Defendants' conduct, as alleged herein, is “fraudulent” under the UCL.

50. A business act or practice is “unlawful” under the UCL if it violates any other law or regulation.

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51. As detailed in Plaintiff's Third Cause of Action, California Civil Code Section 1770(a)(9), prohibits a business from "[a]dvertising goods or services with intent not to sell them as advertised," and subsection (a)(13) prohibits a business from "[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions."

52. Defendants' practices, as set forth herein, are misleading and will continue to mislead in the future. Consequently, Defendants' practices constitute an unlawful business practices within the meaning of the UCL.

53. Defendants' violation of the UCL through their unlawful, unfair and fraudulent business practices are ongoing and present a continuing threat that members of the public will be deceived into purchasing products based on price comparisons of arbitrary and inflated "regular" prices to "sale" prices. Plaintiff and the class are entitled to preliminary and permanent injunctive relief ordering Defendants to cease this unfair competition, as well as restitution to Plaintiff and the Class of all of monies spent associated with the unfair competition, or such portion of those monies as the Court may find equitable.

## VII.

### SECOND CAUSE OF ACTION

Violation of the California False Advertising Law,  
California Business & Professions Code § 17500, *et seq.*  
(On Behalf of the Class Against Defendants)

54. Plaintiff and the Class incorporate by reference each and every paragraph of this Class Action Complaint as if fully set forth herein.

55. California Business and Professions Code section 17500 (the "FAL") provides that "[i]t is unlawful for any...corporation...with intent...to dispose of...personal property...to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated...from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement...which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading...."



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1           56.    The "intent" required by the FAL is the intent to dispose of property, and not the  
2 intent to mislead the public in the disposition of such property.

3           57.    As stated above, the FAL provides: "[N]o price shall be advertised as a former  
4 price of any advertised thing, unless the alleged former prices was the prevailing market  
5 price...within three months next immediately preceding the publication of the advertisement or  
6 unless the date when the alleged former price did prevail is clearly, exactly, and conspicuously  
7 stated in the advertisement." Cal. Bus. & Prof. Code § 17501.

8           58.    Defendants' advertising of discounted prices based upon false price as to their  
9 outlet store products and online Factory Outlet products were false and misleading  
10 misrepresentations as such purported prices were never the true prevailing prices for the goods  
11 sold by Defendants at its California outlet locations. Therefore, this advertising was, and is, an  
12 unfair, untrue and misleading practice. This deceptive marketing practice gave consumers the  
13 false impression that the products were regularly sold on the market for a substantially higher  
14 price than they actually were and were worth more than they actually were.

15           59.    Defendants misled consumers by making untrue and misleading statements and  
16 failing to disclose what is required as stated in California Business and Professions Code Section  
17 17500 *et seq.*, as alleged herein.

18           60.    As a direct and proximate result of Defendants' misleading and false  
19 advertisements, Plaintiff has suffered injury in fact and has lost money. As such, Plaintiff  
20 requests that this Court order Defendants to restore to Plaintiff and all members of the Class all  
21 monies Defendants wrongfully received, and to enjoin Defendants from continuing these unfair  
22 practices in violation of the FAL in the future. Otherwise, Plaintiff, Class members and the  
23 broader general public will be irreparably harmed and/or denied an effective and complete  
24 remedy.

25    ///

26    ///

27    ///

28    ///



## VIII.

**THIRD CAUSE OF ACTION**

**Violation of the Consumers Legal Remedies Act ("CLRA"),  
California Civil Code § 1750, *et seq.*  
(On Behalf of the CLRA Subclass Against Defendants)**

61. Plaintiff and the CLRA Subclass incorporate by reference each and every preceding paragraph of this Class Action Complaint as if fully set forth herein.

62. This cause of action is brought pursuant to the Consumers Legal Remedies Act ("CLRA"), codified in California Civil Code Section 1750, *et seq.* Plaintiff and each member of the proposed CLRA Subclass are "consumers" as defined by California Civil Code § 1761(d).

63. Defendants' sale of the products at its factory outlet stores to Plaintiff and the Class were "transactions" within the meaning of California Civil Code § 1761(e).

64. The products purchased by Plaintiff and the Class are "goods" within the meaning of California Civil Code § 1761(a).

65. Defendants violated, and continue to violate, the CLRA by engaging in the following practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the CLRA Subclass which were intended to result in, and did result in, the sale products:

a. Advertised goods or services with intent not to sell them as advertised (Cal. Civ. Code Section 1770(a)(9)); and

b. Making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions (Cal. Civ. Code Section 1770(a)(13)).

66. Pursuant to Section 1782(a) of the CLRA, on May 18, 2016, Plaintiff's counsel notified Defendants in writing by certified mail of the particular violations of Section 1770 of the CLRA and demanded that it rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendants' intent to act. If Defendants fail to respond to Plaintiff's letter or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice, as proscribed by Section 1782, Plaintiff will move to amend her Complaint to pursue claims for actual, punitive and statutory damages, as appropriate against Defendants. As to this cause of action, at this time, Plaintiff seeks only injunctive relief.

67. Defendants' actions in violating the CLRA were done with oppression, fraud, or malice.

# IX.

## PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf of herself and on behalf of the other members of the Class and CLRA Subclass, requests that this Court award relief against Defendants as follows:

- a. An order certifying the Class and CLRA Subclass and designating Plaintiff as the Class Representative and her counsel as Class Counsel;
- b. Awarding Plaintiff and the proposed CLRA Subclass damages;
- c. Awarding restitution of all monies that Defendants' obtained from Plaintiff and the Class that may have resulted from its unlawful, unfair and fraudulent business practices described herein;
- d. Awarding declaratory and injunctive relief as permitted by law or equity, including: (i) enjoining Defendants from continuing the unlawful practices as set forth herein; and (ii) directing Defendants to identify, with Court supervision, victims of their misconduct and pay them all money they are required to pay;
- e. Order Defendants to engage in a corrective advertising campaign;
- f. Awarding punitive damages;
- g. Awarding attorneys' fees and costs pursuant to the CLRA (Cal. Civ. Code § 1780(e)) and Cal. Civ. Proc. Code § 1021.5; and
- h. For such other and further relief as the Court may deem necessary or appropriate.

## DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all of the claims so triable.

Dated: May 26, 2016

STONEBARGER LAW, APC  
KEARNEY LITTLEFIELD, LLP

By: 

Richard D. Lambert

*Attorneys for the Plaintiff and the Class*

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*Attorneys for Plaintiff Maria Ramos and the Class*

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

MARIA RAMOS, on behalf of herself and all  
others similarly situated,

Plaintiff,

vs.

AM Retail Group, Inc., a DELAWARE  
Corporation; and DOES 1-100, inclusive,

Defendants.

**CGC 16-552324**  
CASE NO.

**DECLARATION OF RICHARD D.  
LAMBERT IN SUPPORT OF VENUE  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

**ENDORSED  
FILED**  
Superior Court of California  
County of San Francisco  
JUN 01 2016  
**CLERK OF THE COURT**  
By: ROSSALY DE LA VEGA  
Deputy Clerk

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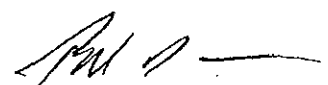
1 I, RICHARD D. LAMBERT, state and declare as follows:

2 1. I am counsel to the Plaintiff in the above-entitled action. I am a competent adult  
3 over eighteen years of age and I have personal knowledge of the following facts for which I  
4 could and would competently testify to under oath and in open court if called to do so.

5 2. AM Retail Group, Inc. does business in the County of San Francisco. It has  
6 multiple retail stores in the city of San Francisco, California.

7 3. I am making this declaration pursuant to California Civil Code section 1780(d), to  
8 establish that AM Retail Group, Inc. does business in the County of San Francisco.

9 I declare under penalty of perjury under the laws of the State of California and the laws  
10 of the United States of America that the foregoing is true and correct and that this Declaration  
11 was executed on May 27, 2016 in Folsom, California.

12   
13 Richard D. Lambert  
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*Attorneys for Plaintiff Maria Ramos and the Class*

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

MARIA RAMOS, on behalf of herself and all  
others similarly situated,

Plaintiff,

vs.

AM Retail Group, Inc., a DELAWARE  
Corporation; and DOES 1-100, inclusive,

Defendants.

CASE NO. CGC 16-552324

**APPLICATION FOR APPROVAL OF  
COMPLEX LITIGATION  
DESIGNATION**

*Complaint Filed: June 1, 2016*

1 Plaintiff Maria Ramos ("Plaintiff"), on behalf of herself and all others similarly situated,  
 2 submits this Application for Approval of Complex Litigation Designation ("Application") so that  
 3 the Court may issue an Order Designating this Class Action as "Complex" pursuant to the  
 4 California Rule of Court 3.400 *et seq.*

5 **I. INTRODUCTION**

6 This action is a consumer Class Action, wherein Plaintiff alleges that Defendant, AM  
 7 Retail Group, Inc. ("Defendant") has misled consumers by advertising items at discounted prices  
 8 ("savings") by representing on products sold at its California outlet locations with an alleged  
 9 "retail price" and then selling the items at a price lower than the represented "retail price."  
 10 Plaintiff alleges the represented "retail price" on items sold at Defendants' outlet locations is not  
 11 reflective of the price at which the item at the outlet store has been, or is being, sold. Thus,  
 12 Plaintiff alleges Defendant has engaged in, and continues to engage in, a practice of violating  
 13 California's Unfair Competition Laws; California's False Advertising Laws; and the California  
 14 Consumer Legal Remedies Act.

15 **II. THIS ACTION MEETS THE CRITERIA FOR THE COMPLEX CASE**  
 16 **DESIGNATION**

17 A "Complex Case" is an action that requires exceptional judicial management to avoid  
 18 placing unnecessary burdens on the court or the litigants and to expedite the case, keep costs  
 19 reasonable, and promote effective decision-making by the court, the parties and counsel. Cal. R.  
 20 Ct. 3.400.

21 California Rule of Court 3.400(b) states that, in deciding whether an action is a complex  
 22 case, the court shall consider, among other things, whether the action is likely to involve:

- 23 (1) Numerous pretrial motions raising difficult or novel legal issues that will be
- 24 time-consuming to resolve;
- 25 (2) Management of a large number of witnesses or a substantial amount of
- 26 documentary evidence;
- 27 (3) Management of a large number of separately represented parties;

28 ///

(4) Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court; or

(5) Substantial post-judgment judicial supervision.

**(A) This Case is Complex Because Numerous Pretrial Motions Raising Difficult Or Novel Legal Issues Will Be Made By Each Party and Will Be Time Consuming To Resolve**

Because this action is styled as a *Class Action*, it will necessarily involve a complex and detailed motion for class certification by Plaintiff - and most likely opposed by Defendant. Should the case be resolved through a settlement either before class certification or after, the parties will necessarily bring motions for preliminary approval of a settlement and a motion for final approval of any settlement. Additionally, it is likely that dispositive motions will be filed by the parties regarding certain claims or defenses.

Accordingly, the numerous pretrial motions involving novel or difficult legal issues warrant the Complex Case designation.

**(B) Management of a Large Number of Witnesses or a Substantial Amount of Documentary Evidence**

In this action, Plaintiff seeks to represent a class of California consumers likely numbering in the hundreds of thousands. Plaintiff will necessarily seek the production of a *substantial* amount of documentary evidence (e.g., transaction records, pricing records, policy manuals, software manuals, etc.) to establish the allegations in the Complaint and to support the motion for class certification. Accordingly, it is believed that Plaintiff will gather a substantial amount of evidence that will be used in the motion for class certification, in any potential class settlement, and/or trial of this action.

**(C) Substantial Post-Judgment Judicial Supervision**

If Plaintiff prevails at trial, or if the case is resolved through settlement, the Court may be required to engage in post-judgment supervision to assure that Class benefits have been properly provided to the Class and that any unpaid residuals be distributed to the Class or to non-profit organizations, as the Court is required to do pursuant to Code of Civil Procedure Section 384.

///

1     **III.    THIS ACTION IS ALREADY PROVISIONALLY DESIGNATED**  
2     **AS A COMPLEX CASE**

3           California Rule of Court 3.400(c) states that an action is provisionally a "complex case"  
4     if it involves claims involving Class Actions. Cal. R. Ct. 3.400(c)(6). While the provisional  
5     designation is not mandatory, it appears that the only condition in which a class action would not  
6     be considered "complex" is if the court has significant experience in resolving like claims  
7     involving similar facts and the management of those claims has become routine. Cal. R. Ct.  
8     3.400(d). Accordingly, Plaintiff merely asks this Court to modify the provisional complex  
9     designation to a permanent designation.

10    **IV.    CONCLUSION**

11           Based upon the foregoing, Plaintiff respectfully requests that the Court designate the  
12     above-entitled consumer Class Action as "Complex" pursuant to Rule 3.400 of the California  
13     Rules of Court.

14     Dated: June 10, 2016

STONEBARGER LAW, APC

KEARNEY LITTLEFIELD, LLP

By: 

Richard D. Lambert

*Attorneys for the Plaintiff and the Class*

STONEBARGER LAW  
A Professional Corporation



**File & ServeXpress Transaction Receipt**

**File & ServeXpress Transaction ID:** 59134058  
**Submitted by:** Yvonne Sabolboro, Stonebarger Law APC  
**Authorized by:** Richard D Lambert, Stonebarger Law APC  
**Authorize and file on:** Jun 10 2016 3:29PM PDT ⓘ  
**Time received by San Francisco County:** Pending ⓘ

**Court:** CA Superior Court County of San Francisco-Civil  
**Division/Courtroom:** N/A  
**Case Class:** Civil-General Civil-Unlimited - \$25,001+  
**Case Type:** Other Non-Exempt Complaints (Civil 3)  
**Case Number:** CGC-16-552324  
**Case Name:** Ramos, Maria vs AM Retail Group Inc et al

**Transaction Option:** File and Serve  
**Billing Reference:** AM Retail Group  
**Read Status for e-service:** Not Purchased

**Courtesy Copies Sent To:** Curtis Karnow  
 400 McAllister St  
 304  
 San Francisco, CA 94102-4514

**Documents List**

1 Document(s)

Attached Document, 4 Pages

<b>Document Type:</b>	<b>Access:</b>	<b>Statutory Fee:</b>	<b>Linked:</b>
Application	Public	\$60.00	

**Document title:**  
 Application for Approval of Complex Litigation Designation

[Expand All](#)☐ **Sending Parties (1)**

Party	Party Type	Attorney	Firm	Attorney Type
Ramos, Maria	Plaintiff	Stonebarger, Gene J	Stonebarger Law APC	Attorney In Charge

☐ **Recipients (1)**☐ **Service List (1)**

Delivery Option	Party	Party Type	Attorney	Firm	Attorney Type	Method
Service	Ramos, Maria	Plaintiff	Kearney, Thomas	Kearney Littlefield LLP	Attorney In Charge	E-Service

☐ **Additional Recipients (0)**☒ **Case Parties**




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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gene J. Stonebarger (SBN 209461) STONEBARGER LAW, APC 75 Iron Point Circle, Suite 145 Folsom, CA 95630 TELEPHONE NO.: (916) 235-7140 FAX NO.: (916) 235-7141 ATTORNEY FOR (Name): Plaintiff Maria Ramos, et al.		FOR COURT USE ONLY  <div style="border: 1px solid black; padding: 5px; transform: rotate(-10deg);">           ENDORSED            FILED            Superior Court of California            County of San Francisco            JUN 01 2016            CLERK OF THE COURT            BY: ROSSALY DE LA VEGA            Deputy Clerk         </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street, Room 103 MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:		
CASE NAME: Maria Ramos, et al., v. AM Retail Group, Inc., et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER:		<b>CGC 16-552324</b>

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:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIPD/W (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/W (23) <b>Non-PIPD/W (Other) Tort</b> <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-PIPD/W tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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 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): 3
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: May 27, 2016

Gene J. Stonebarger

(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



## Superior Court of California County of San Francisco

### Expedited Jury Trial Information Sheet

#### What is an expedited jury trial?

An expedited jury trial is a trial that is much faster and has a smaller jury than a traditional jury trial. An expedited jury trial differs from a regular jury trial in several ways:

- The trial will be shorter. Each side has 3 hours to make opening statements, present witnesses and evidence, and make closing statements.
- The jury will be smaller. There will be 8 jurors instead of 12.
- Choosing the jury will be faster. The parties will exercise fewer preemptory challenges.
- Parties will waive some post trial motions and rights to appeal. Appeals are allowed only if there is: (1) Misconduct of the judicial officer that materially affected substantial rights of a party; (2) Jury misconduct; or (3) Corruption or fraud or some other bad act that prevented a fair trial.

In addition, parties may not ask the judge to set the jury verdict aside, except on those same grounds.

#### Does the jury have to reach a unanimous decision?

No. Just as in a traditional civil jury trial, only three-quarters of the jury must agree in order to reach a decision in an expedited jury trial. With 8 people on the jury, that means that at least 6 of the jurors must agree on the verdict in an expedited jury trial.

#### Is the decision of the jury binding on the parties?

Generally, yes. A verdict from a jury in an expedited jury trial is like a verdict in a traditional jury trial. However, parties who take part in expedited jury trials are allowed to make an agreement before the trial that guarantees that the defendant will pay a certain amount to the plaintiff even if the jury decides on a lower payment or no payment. That agreement may also impose a cap, or maximum, on the highest amount that a defendant has to pay, even if the jury decides on a higher amount. These agreements are commonly known as "high/low agreements."

#### How do I qualify for an expedited jury trial?

The process can be used in any civil case. To have an expedited jury trial, both sides must want one. Each side must agree that it will use only three hours to put on its case and agree to the other rules described above. This agreement must be put in writing in a Stipulation and submitted along with a Proposed Consent Order Granting an Expedited Jury Trial, which is given to the court for approval. The court will usually agree to the Consent Order.

#### How do I request an expedited jury trial?

To have an expedited jury trial, both sides must submit a Stipulation and Proposed Consent Order for Expedited Jury Trial to the court for approval. This may happen at three stages of litigation:

- 1) **At Filing and Prior to Setting of a Trial Date:** Parties may submit a Stipulation to Expedited Jury Trial to Dept. 610 using the attached short form (see below). Parties must

also submit a Proposed Consent Order for Expedited Jury Trial to Dept. 610.

2) **After a Trial Date has been Set:** Parties submit a Stipulation and Proposed Consent Order for Expedited Jury Trial directly to Dept. 206 at least 30 days prior to the assigned trial date.

3) **After Trial Assignment:** A Proposed Consent Order for Expedited Jury Trial may be submitted immediately to the assigned trial department not less than 30 days prior to the assigned trial date.

Also, after a case is assigned to a particular judge for trial, the parties may ask the trial judge to have an Expedited Jury Trial, and the judge may permit the parties to then sign the appropriate Stipulation and Proposed Consent Order for Expedited Jury Trial.

**Can I change my mind after agreeing to an expedited jury trial?**

No, unless the other side or the court agrees. Once you and the other side have agreed to take part in an expedited jury trial the agreement is binding on both sides.

**Expedited Jury Trial Request**  
*Please submit a copy of this request to Dept. 610.*

Case No. \_\_\_\_\_

Case Name: \_\_\_\_\_ v. \_\_\_\_\_

The parties would like this action to be submitted to an Expedited Jury Trial.

The parties shall submit a consent order to the Court on or by \_\_\_\_\_.

Name of Party	Name of Party/Attorney	Signature of Party
		Dated: _____
Name of Party	Name of Party/Attorney	Signature of Party
		Dated: _____
Name of Party	Name of Party/Attorney	Signature of Party
		Dated: _____

Please note: a [Proposed] Consent Order for Expedited Jury Trial is still required in addition to this stipulation form.

You can find the law and rules governing expedited jury trials in Code of Civil Procedure sections 630.01–630.12 and in rules 3.1545–3.1552 of the California Rules of Court. You can find these at any county law library or online. The statutes are online at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html). The rules are at [www.courts.ca.gov/rules](http://www.courts.ca.gov/rules).

*\*Information adapted from Judicial Council's Expedited Jury Trial Information Sheet EJT-010-INFO, New January 1, 2011*

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):   TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:		
<b>CASE MANAGEMENT STATEMENT</b> (Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)		CASE NUMBER:
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: Time: Dept.: Div.: Room: Address of court (if different from the address above): <input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name):		

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

- Party or parties (answer one):
  - ☐ This statement is submitted by party (name):
  - ☐ This statement is submitted jointly by parties (names):
- Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)
  - The complaint was filed on (date):
  - ☐ The cross-complaint, if any, was filed on (date):
- Service (to be answered by plaintiffs and cross-complainants only)
  - ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - ☐ The following parties named in the complaint or cross-complaint
    - ☐ have not been served (specify names and explain why not):
    - ☐ have been served but have not appeared and have not been dismissed (specify names):
    - ☐ have had a default entered against them (specify names):
  - ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
- Description of case
  - Type of case in ☐ complaint ☐ cross-complaint (Describe, including causes of action):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☐ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

- a. ☐ The trial has been set for *(date)*:  
 b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

- a. ☐ days *(specify number)*:  
 b. ☐ hours *(short causes) (specify)*:

8. **Trial representation *(to be answered for each party)***

The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:

- a. Attorney:  
 b. Firm:  
 c. Address:  
 d. Telephone number:  
 e. E-mail address:  
 f. Fax number:  
 g. Party represented:  
☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

- b. **Referral to judicial arbitration or civil action mediation *(if available)*.**

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):



CM-110

PLAINTIFF/PETITIONER DEFENDANT/RESPONDENT:	CASE NUMBER:
---	--------------

**11. Insurance**

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

**12. Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

**13. Related cases, consolidation, and coordination**

- a. ☐ There are companion, underlying, or related cases.

(1) Name of case:

(2) Name of court:

(3) Case number:

(4) Status:

☐ Additional cases are described in Attachment 13a.

- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

**14. Bifurcation**

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

**15. Other motions**

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

**16. Discovery**

- a. ☐ The party or parties have completed all discovery.
- b. ☐ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
--------------	--------------------	-------------

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

CM-110

PLAINTIFF/PETITIONER: _____	CASE NUMBER: _____
DEFENDANT/RESPONDENT: _____	

## 17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed *(if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case)*:

## 18. Other Issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference *(specify)*:



## 19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court *(if not, explain)*:
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following *(specify)*:

20. Total number of pages attached *(if any)*: \_\_\_\_\_

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: \_\_\_\_\_

_____ (TYPE OR PRINT NAME)	 _____ (SIGNATURE OF PARTY OR ATTORNEY)
_____ (TYPE OR PRINT NAME)	 _____ (SIGNATURE OF PARTY OR ATTORNEY)
	<input type="checkbox"/> Additional signatures are attached.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address)	FOR COURT USE ONLY
TELEPHONE NO: ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102-4514	
PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT:	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER:  DEPARTMENT 610

## 1) The parties hereby stipulate that this action shall be submitted to the following ADR process:

- ☐ Early Settlement Program of the Bar Association of San Francisco (BASF) - Pre-screened experienced attorneys provide a minimum of 2 hours of settlement conference time for a BASF administrative fee of \$295 per party. Waivers are available to those who qualify. BASF handles notification to all parties, conflict checks with the panelists, and full case management. [www.sfbars.org/esp](http://www.sfbars.org/esp)
- ☐ Mediation Services of BASF - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$295 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. [www.sfbars.org/mediation](http://www.sfbars.org/mediation)
- ☐ Private Mediation - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
- ☐ Judicial Arbitration - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)
- ☐ Judicial Mediation - The Judicial Mediation program offers mediation in civil litigation with a San Francisco Superior Court judge familiar with the area of the law that is the subject of the controversy. There is no fee for this program. [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)

Judge Requested (see list of Judges currently participating in the program): \_\_\_\_\_

Date range requested for Judicial Mediation (from the filing of stipulation to Judicial Mediation):

☐ 30-90 days ☐ 90-120 days ☐ Other (please specify) \_\_\_\_\_☐ Other ADR process (describe) \_\_\_\_\_

2) The parties agree that the ADR Process shall be completed by (date): \_\_\_\_\_

3) Plaintiff(s) and Defendant(s) further agree as follows:

Name of Party Stipulating \_\_\_\_\_

Name of Party Stipulating \_\_\_\_\_

Name of Party or Attorney Executing Stipulation \_\_\_\_\_

Name of Party or Attorney Executing Stipulation \_\_\_\_\_

Signature of Party or Attorney \_\_\_\_\_

Signature of Party or Attorney \_\_\_\_\_

☐ Plaintiff ☐ Defendant ☐ Cross-defendant☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

☐ Additional signature(s) attached



## Superior Court of California County of San Francisco



HON. JOHN K. STEWART  
PRESIDING JUDGE

### Judicial Mediation Program

JENIFFER B. ALCANTARA  
AOR ADMINISTRATOR

The Judicial Mediation program offers mediation in civil litigation with a San Francisco Superior Court judge familiar with the area of the law that is the subject of the controversy. Cases that will be considered for participation in the program include, but are not limited to personal injury, professional malpractice, construction, employment, insurance coverage disputes, mass torts and complex commercial litigation. Judicial Mediation offers civil litigants the opportunity to engage in early mediation of a case shortly after filing the complaint in an effort to resolve the matter before substantial funds are expended. This program may also be utilized at anytime throughout the litigation process. The panel of judges currently participating in the program includes:

The Honorable Michael I. Begert  
The Honorable Suzanne R. Bolanos  
The Honorable Angela Bradstreet  
The Honorable Andrew Y.S. Cheng  
The Honorable Samuel K. Feng  
The Honorable Charles F. Haines

The Honorable Harold E. Kahn  
The Honorable Curtis E.A. Karnow  
The Honorable Charlene P. Kiesselbach  
The Honorable James Robertson, II  
The Honorable Richard B. Ulmer, Jr.  
The Honorable Mary E. Wiss

Parties interested in Judicial Mediation should file a Stipulation to Judicial Mediation indicating a joint request for inclusion in the program and deliver a courtesy copy to Department 610. A preference for a specific judge may be indicated on the request, and although not guaranteed, every effort will be made to fulfill the parties' choice. Please allow at least 30 days from the filing of the form to receive the notice of assignment. The court's Alternative Dispute Resolution Administrator will facilitate assignment of cases that qualify for the program.

Note: Space and availability is limited. Submission of a stipulation to Judicial Mediation does *not* guarantee inclusion in the program. You will receive written notification from the court as to the outcome of your application.

Alternative Dispute Resolution  
400 McAllister Street, Room 103, San Francisco, CA 94102  
(415) 551-3869



## Superior Court of California, County of San Francisco

### Alternative Dispute Resolution Program Information Package



The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 3.221(c))

#### WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

#### WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

#### HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet)
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-782-8905 or [www.sfbar.org/adr](http://www.sfbar.org/adr) for more information.

For more information about ADR programs or dispute resolution alternatives, contact:

Superior Court Alternative Dispute Resolution  
400 McAllister Street, Room 103, San Francisco, CA 94102  
415-551-3869

Or, visit the court ADR website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)

The San Francisco Superior Court offers different types of ADR processes for general civil matters; each ADR program is described in the subsections below:

## 1) SETTLEMENT CONFERENCES

The goal of settlement conferences is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute early in the litigation process.

**(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP):** ESP remains as one of the Court's ADR programs (see Local Rule 4.3) but parties must select the program -- the Court no longer will order parties into ESP.

**Operation:** Panels of pre-screened attorneys (one plaintiff, one defense counsel) each with at least 10 years' trial experience provide a minimum of two hours of settlement conference time, including evaluation of strengths and weakness of a case and potential case value. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist. BASF handles notification to all parties, conflict checks with the panelists, and full case management. The success rate for the program is 78% and the satisfaction rate is 97%. Full procedures are at: [www.sfbar.org/esp](http://www.sfbar.org/esp).

**Cost:** BASF charges an administrative fee of \$295 per party with a cap of \$590 for parties represented by the same counsel. Waivers are available to those who qualify. For more information, call Marilyn King at 415-782-8905, email [adr@sfbar.org](mailto:adr@sfbar.org) or see enclosed brochure.

**(B) MANDATORY SETTLEMENT CONFERENCES:** Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

## 2) MEDIATION

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law.

**(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO,** in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

**Operation:** Experienced professional mediators, screened and approved, provide one hour of preparation time and the first two hours of mediation time. Mediation time beyond that is charged at the mediator's hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties can select their mediator from the panels at [www.sfbar.org/mediation](http://www.sfbar.org/mediation) or BASF can assist with mediator selection. The BASF website contains photographs, biographies, and videos of the mediators as well as testimonials to assist with the selection process. BASF staff handles conflict checks and full case management. Mediators work with parties to arrive at a mutually agreeable solution. The success rate for the program is 64% and the satisfaction rate is 99%.

**Cost:** BASF charges an administrative fee of \$295 per party. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Waivers of the administrative fee are available to those who qualify. For more information, call Marilyn King at 415-782-8905, email [adr@sfbaz.org](mailto:adr@sfbaz.org) or see the enclosed brochure.

**(B) JUDICIAL MEDIATION** provides mediation with a San Francisco Superior Court judge for civil cases, which include but are not limited to, personal injury, construction defect, employment, professional malpractice, insurance coverage, toxic torts and industrial accidents. Parties may utilize this program at anytime throughout the litigation process.

**Operation:** Parties interested in judicial mediation should file a Stipulation to Judicial Mediation indicating a joint request for inclusion in the program. A preference for a specific judge may be indicated. The court will coordinate assignment of cases for the program. There is no charge for the Judicial Mediation program.

**(C) PRIVATE MEDIATION:** Although not currently a part of the court's ADR program, parties may elect any private mediator of their choice; the selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

### 3) ARBITRATION

An arbitrator is neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

**(A) JUDICIAL ARBITRATION:** When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial.

**Operation:** Pursuant to CCP 1141.11, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) An arbitrator is chosen from the court's arbitration panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 60 days after the arbitrator's award has been filed. Local Rule 4.2 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after the filing of a complaint. There is no cost to the parties for judicial arbitration.

**(B) PRIVATE ARBITRATION:** Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

**TO PARTICIPATE IN ANY OF THE COURT'S ADR PROGRAMS, PLEASE COMPLETE THE ATTACHED STIPULATION TO ADR AND SUBMIT IT TO THE COURT. YOU MUST ALSO CONTACT BASF TO ENROLL IN THE LISTED BASF PROGRAMS. THE COURT DOES NOT FORWARD COPIES OF STIPULATIONS TO BASF.**



CASE NUMBER: CGC-16-552324 MARIA RAMOS VS. AM RETAIL GROUP, INC. A DELAWARE

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: NOV-02-2016**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org) under Online Services.**

**ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.  
(SEE LOCAL RULE 4)**

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

Superior Court Alternative Dispute Resolution Coordinator  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3869

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.



## The Early Settlement Program:

quickly & economically

over 20 years

78% settlement  
97% satisfaction rate

## Early Settlement provides:

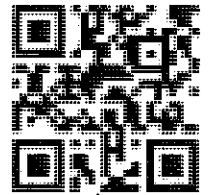
10  
years of experience

Three five hours

Low administrative

Low administrative

Learn more about the Early Settlement Program from the CBA's or visit [www.cbsf.org/earlyset](http://www.cbsf.org/earlyset)



Consider The Bar Association  
of San Francisco's

# Early Settlement Program

Do you have a case filed in San Francisco Superior Court and are you looking for a way to resolve your case?



## What is ESP?

The Bar Association of San Francisco's **Early Settlement Program (ESP)** is available as one of San Francisco Superior Court's Alternative Dispute Resolution (ADR) programs (Local Rule 4.3).

ESP is a **highly successful** ADR program that handles cases in areas of law such as business, personal injury, employment, labor, civil rights, discrimination, insurance, malpractice, landlord/tenant, and many others.

ESP is **unique** in that the panelists, in helping you move toward settlement, can provide you confidential feedback about their evaluation of your case, including opinions as to potential case value.

For more information as well as the complete Policies & Procedures, go to: [www.sfbar.org/esp](http://www.sfbar.org/esp)

## Who are the Panelists?

10 years

## Cost

## Contact

[www.sfbar.org](http://www.sfbar.org)

Phone: 415-982-1600

Fax: 415-982-0381

## Steps

The forms you need can be found at [www.sfbar.org/esp](http://www.sfbar.org/esp), or email [adr@sfbar.org](mailto:adr@sfbar.org) or call 415-782-8905 for a packet to be sent to you.

- ① Please complete the ESP Agreement and return it to BASF via email at [adr@sfbar.org](mailto:adr@sfbar.org) or by fax to 415-982-0381. You don't have to get the other parties to sign, just send yours.
- ② When all parties have signed the ESP Agreement, you will be sent the Notice of ESP, along with an invoice.
- ③ There is a \$295 administrative fee per party, with a cap of \$590 for multiple parties represented by the same attorney. You can pay by check, money order or credit card.
- ④ Send your administrative fee by fax, email or mail to: BASF / ESP, 301 Battery Street, Third Floor, San Francisco, California 94111.
- ⑤ When BASF receives the fees from all parties, your matter will be assigned to a panelist (or panel of 2), who you will work with to set the date, time and location for your conference.
- ⑥ If you must reschedule your ESP conference date, work with the other side and your panelist(s) to set the new date. BASF does not need to be notified.
- ⑦ Before your conference, provide a copy of your description of the dispute to all parties and panelists. BASF does not need a copy.
- ⑧ If the matter is settled in your ESP conference, congratulations!
- ⑨ If the matter is not settled in your ESP conference, your initial court date remains the same.



Experienced mediators are available in the following areas

Business  
Civil Rights  
Commercial  
Construction  
Contracts  
Disability  
Discrimination  
Education  
Employment/Workplace  
Environmental  
Family  
Family-Certified Specialists  
Fee Disputes  
Financial  
Government  
Insurance  
Intellectual Property  
Intra-Organizational  
Labor  
Landlord/Tenant  
Land Use  
LGBT Issues  
Malpractice: Legal/Medical/Professional  
Partnership Dissolutions  
Personal Injury  
Probate/Trust  
Products Liability  
Real Estate  
Securities  
Taxation  
Uninsured Motorist  
And more...

## TESTIMONIALS

"This was the third attempt to mediate this case, and the BASF mediator was far and away the best mediator. I dare say that we would not have settled today but for his efforts."

*George Yuhas, Esq.  
Orrick, Herrington & Sutcliffe LLP*

"We had an excellent experience and, after 8 1/2 hours of mediation, [the BASF mediator] settled a very difficult case involving claims against four clients of ours by a wealthy investor who claimed inadequate disclosure was made."

*Robert Charles Friese, Esq.  
Shartis Friese LLP*

"When the other side made their offer, I thought there was no way we would reach an agreement – we were too far apart, but the mediator brought us together. He saved me a lot of time and aggravation by facilitating a settlement. Thanks!"

*Leslie Caplan  
Global Warming Campaign Manager  
Bluestar Network*

"BASF staff was very helpful – stayed on the task and kept after a hard to reach party. The mediator was great!"

*Mark Abelson, Esq.  
Campagnoli, Abelson & Campagnoli*

"The [BASF] mediator was excellent! He was effective with some strong, forceful personalities."

*Denise A. Leadbetter, Esq.  
Zacks, Utrecht & Leadbetter*



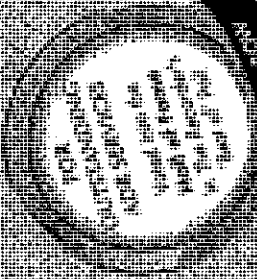
PROCEDURES, PODCASTS,  
FORMS, MEDIATOR BIOGRAPHIES  
AND PHOTOGRAPHS:  
[www.sfbar.org/mediation](http://www.sfbar.org/mediation)

[adr@sfbar.org](mailto:adr@sfbar.org) or  
415-982-1600



THE BAR ASSOCIATION OF  
SAN FRANCISCO

# MEDIATION SERVICES



## QUALITY

### WHAT IS BASF'S MEDIATION SERVICE?

The Bar Association of San Francisco's Mediation Services is a private mediation service which will assist you with almost any type of dispute, from simple contract disputes to complex commercial matters.

### WHO ARE THE MEDIATORS?

They are established mediators who have private mediation practices and have met our extensive experience requirements. By going through BASF you receive the services of these highly qualified mediators at a great value.

### HOW DO I LEARN MORE ABOUT THE MEDIATORS?

BASF's website at [www.sfbbar.org/mediation](http://www.sfbbar.org/mediation) provides bios, photos and hourly rates of mediators. You can search by name or by area of law needed for your case. BASF staff is always available to assist you with selection or to answer questions.

### HOW MUCH DOES THE SERVICE COST?

A \$295 per party administrative fee is paid to BASF at the time the Consent to Mediate form is filed. This fee covers the first hour of mediator preparation time and the first two hours of session time. Time beyond that is paid at the mediator's normal hourly rate.

## EXPERIENCE

### HOW IS THE MEDIATOR CHOSEN?

You may request a specific mediator from our website ([www.sfbbar.org/mediation](http://www.sfbbar.org/mediation)) and indicate your choice on the BASF Consent to Mediate form, or you may indicate on the form that you would like BASF staff to assist with the selection.

### WHY SHOULD I GO THROUGH BASF? CAN'T I JUST CALL THE MEDIATOR DIRECTLY?

BASF mediators have agreed to provide three free hours as a service to BASF. If you go directly to one of our mediators, you do not qualify for the free hours unless you notify us. Once you have filed with us, you will talk directly to the mediator to ask questions and to set a convenient mediation date and time.

### HOW LONG IS THE MEDIATION SESSION?

The time spent in mediation will vary depending on your dispute. BASF mediators are dedicated to reaching a settlement, whether you need a few hours or several days.

### WHO CAN USE THE SERVICE?

BASF mediation can be utilized by anyone and is NOT limited to San Francisco residents or issues. Also, the service may be used before a court action is filed or at any time during a court action.

## TRUST

### OUR CASE IS FILED IN COURT. HOW DO WE USE BASF'S MEDIATION SERVICES?

When you file the San Francisco Superior Court's Stipulation to ADR form, check the box indicating "Mediation Services of BASF." Then complete BASF's Consent to Mediate form found on our website and file it with us. (If the matter was filed in a different county, please check with that court for the appropriate process.)

### WE ARE ON A DEADLINE; HOW QUICKLY CAN WE MEDIATE?

Once all parties have filed all the paperwork, BASF can normally have you in touch with the mediator within a day or two. If there is a deadline, BASF staff will give the matter top priority.

### WHAT TYPES OF DISPUTES CAN I MEDIATE?

BASF mediators are trained in 30+ areas of law. If you don't see the area you need on our website or in this brochure, contact us; it is very likely we can match your need with one of our panelists.

### MORE INFORMATION

Visit our website ([www.sfbbar.org/mediation](http://www.sfbbar.org/mediation)) where you can search by name or by area of law. For personal assistance, please call 415-982-1600.



CORPORATION SERVICE COMPANY

## Notice of Service of Process

Transmittal Number: 15332419  
Date Processed: 06/30/2016

Primary Contact: Cathy Hlavacek  
AM Retail Group, Inc.  
7401 Boone Ave No.  
Brooklyn Park, MN 55428

Copy of transmittal only provided to: Charlie Kettering  
Sarah Schiemann

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Entity:	AM Retail Group, Inc. Entity ID Number 2731651
Entity Served:	AM Retail Group, Inc.
Title of Action:	Maria Ramos vs. AM Retail Group, Inc.
Document(s) Type:	Summons/Complaint
Nature of Action:	Class Action
Court/Agency:	San Francisco County Superior Court, California
Case/Reference No:	CGC 16-552324
Jurisdiction Served:	California
Date Served on CSC:	06/29/2016
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Richard D. Lambert 916-235-7140

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC  
CSC is SAS70 Type II certified for its Litigation Management System.  
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscinfo.com](mailto:sop@cscinfo.com)



The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

MARIA RAMOS, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff **El Dorado County**

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

STONEBARGER LAW, 75 Iron Point Circle, Ste. 145, Folsom, CA  
95630/916.235.7140; KEARNEY LITTLEFIELD LLP, 3436 N. Verdugo  
Rd., Ste. 230, Glendale, CA 91208/213.473.1900

**DEFENDANTS**

AM Retail Group, Inc., a Delaware Corporation; and DOES 1-100, inclusive

County of Residence of First Listed Defendant **Hennepin County, MN**

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: INLAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Stephanie A. Sheridan/Anthony J. Anscombe/Meegan B. Brooks,  
SEDGWICK LLP, 333 Bush Street, 30<sup>th</sup> Fl., San Francisco, CA  
94104/415.781.7900

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

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

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC § 158 <input type="checkbox"/> 423 Withdrawal 28 USC § 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC § 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District ☐ 6 Multidistrict Litigation-Transfer ☐ 8 Multidistrict Litigation-Direct File
- (Specify)

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. sections 1332, 1441, 1446, 1453

Brief description of cause: Removal of putative class action alleging violation of CA Unfair Competition Law, False Advertising Law & CLRA

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S)**

IF ANY (See instructions):

JUDGE

DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA-MCKINLEYVILLE

DATE: July 29, 2016

SIGNATURE OF ATTORNEY OF RECORD: /s/ Stephanie A. Sheridan

American LegalNet, Inc.  
www.FormsWorkFlow.com

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44**

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)."
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."

**Date and Attorney Signature.** Date and sign the civil cover sheet.