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11 Attorneys for Defendant
MOPHIE INC.

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

15 ERIC STOTZ, individually, and on behalf
of all others similarly situated,

16 Plaintiff,

17 v.

18 MOPHIE INC.,

19 Defendant.
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Case No.: 2:16-cv-8898

CLASS ACTION

**DEFENDANT'S NOTICE OF
REMOVAL**

[Los Angeles County Superior Court
Action No. BC639116]

Action Filed: October 28, 2016
Complaint Served: November 1, 2016
Removal: December 1, 2016

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that defendant Mophie Inc. (“Defendant”) by and through its attorneys, Venable LLP, and pursuant to 28 U.S.C. §§1332, 1441, and 1446, hereby removes the above-captioned action from the Superior Court of the State of California, in and for the County of Los Angeles for the reasons described below:

I. INTRODUCTION

1. On or about October 28, 2016, Plaintiff Eric Stotz, individually, and on behalf of all others similarly situated, (“Plaintiff”) filed a civil action in the Superior Court of California for the County of Los Angeles, entitled *Stotz v. Mophie Inc.*, Case No. BC639116 (the “State Court Action”). See the Declaration of Alexandra Thomas (“Thomas Dec.”) Exhs. A-D.

2. Plaintiff served the Complaint, Summons, and Civil Case Cover Sheet on Defendant on November 1, 2016. Thomas Dec. ¶ 6.

3. Plaintiff alleges that Defendant sold falsely advertised battery-related products (the “Product”) and pursues damages, restitution, and injunctive relief arising from the alleged false advertising.

II. GROUNDS FOR REMOVAL PURSUANT TO CAFA

4. The Class Action Fairness Act, 28 U.S.C. § 1332(d), (“CAFA”) provides this Court with original jurisdiction of this case and permits Defendant to remove the State Court Action from California state court to this Court. CAFA provides that federal district courts shall have original jurisdiction over class actions where the number of proposed class members is 100 or greater, any member of the putative class of plaintiffs is a citizen of a state different from that of any defendant, and the aggregate amount in controversy for all putative class member exceeds \$5,000,000 (exclusive of interest and costs). 28 U.S.C. § 1332(d)(2), (d)(5)(B). These jurisdictional requirements are satisfied in this action.

A. This is a Class Action as Defined by CAFA

5. This action meets the applicable definition of a class action under CAFA, which defines a class action as “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure.” 28 U.S.C. § 1332(d)(1)(B).

6. Plaintiff filed the State Court Action as a putative class action on behalf of himself and a proposed nationwide class of “[a]ll United States citizens who, between the applicable statute of limitations and the present, purchased one or more Class Products,” which putative class includes California residents such as Plaintiff. Complaint ¶ 47 (“All persons located within the United States who purchased” the Product). Moreover, Plaintiff concedes in his filing that there is original subject matter jurisdiction over this action under CAFA. Complaint ¶ 24.

7. The California rule governing the maintenance of class actions, California Code of Civil Procedure section 382, is analogous to Federal Rule of Civil Procedure 23. Thus, this action falls within the definition of a “class action” under CAFA.

B. The Proposed Class Consists of at Least 100 Members

8. Plaintiff alleges that the putative class in this action consists of at least 100 members and allegedly “thousands of persons.” 28 U.S.C. § 1332(d)(5)(B). Complaint ¶¶ 25, 51.

9. Although Defendant disputes that any class can be appropriately certified under any applicable rule, Plaintiff’s allegations in the Complaint are sufficient to satisfy CAFA’s requirement that the proposed class consist of at least 100 members. *See* 28 U.S.C. § 1332(d)(5)(B).

C. There Is Minimal Diversity of Citizenship Under CAFA

10. The requisite diversity of citizenship exists between Defendant and the putative class members. CAFA provides that “[t]he district courts shall have original jurisdiction of any civil action in which the matter in controversy exceeds

1 the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action
 2 in which . . . *any* member of a class of plaintiffs is a citizen of a State different
 3 from *any* defendant.” 28 U.S.C. § 1332(d)(2)(A) (emphasis added). Thus, only
 4 minimal diversity is required.

5 11. Defendant is a California corporation having an office in Orange
 6 County, California. Thomas Decl. ¶ 2. Because Plaintiff purports to represent a
 7 nationwide class of putative plaintiffs (Complaint ¶47), then at least one of the
 8 putative class members is a citizen of a state different from Defendant and minimal
 9 diversity of citizenship is satisfied for purposes of CAFA. 28 U.S.C. §
 10 1332(d)(2)(A), (d)(10).

11 **D. The Amount in Controversy is Satisfied**

12 12. The aggregate amount in controversy here, exclusive of interest and
 13 costs, exceeds the value of five million dollars. 28 U.S.C. § 1332(d)(2), (d)(6). As
 14 the United State Supreme Court has clarified, Defendant need not provide evidence
 15 proving that the amount in controversy exceeds the CAFA threshold. *Dart*
 16 *Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547 (2014). Rather,
 17 where the complaint does not specify a particular amount of alleged damages, a
 18 “defendant’s notice of removal need include only a plausible allegation that the
 19 amount in controversy exceeds the jurisdictional threshold.” *Id.* at 554. Having
 20 reviewed the Complaint and the facts known to it about its own sales, Defendant
 21 alleges that the amount in controversy exceeds five million dollars. *See also*
 22 Declaration of Abby Barraclough in Support of Removal at ¶ 3.

23 13. While Defendant disputes that Plaintiff or the putative class is entitled
 24 to any amount of recovery, Plaintiff’s allegations seek recovery of an amount in
 25 excess of five million dollars (Complaint ¶ 25) and so this case is removable under
 26 CAFA.

27 ///

1 **III. THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE**
 2 **SATISFIED**

3 **A. The Notice of Removal is Timely**

4 14. Plaintiff served the Summons and Complaint on Defendant on
 5 November 1, 2016. Thomas Dec. ¶ 6, Thomas. Dec. Exh. D. This notice of
 6 removal is timely pursuant to 28 U.S.C. §§ 1446(b) and 1453(b) because it is filed
 7 within thirty days after Defendant was served.

8 **B. Venue is Proper**

9 15. The Superior Court of the State of California for the County of Los
 10 Angeles is located within the Central District of California. 28 U.S.C. § 84(c).
 11 This notice of removal is therefore properly filed in this Court pursuant to 28
 12 U.S.C. §§ 1441(a), 1446(a), and 1453(b).

13 **C. Notice of Filing**

14 16. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is
 15 being filed with the clerk of the Superior Court of the State of California for the
 16 County of Los Angeles and served upon counsel for Plaintiff. A copy of that
 17 Notice to State Court and to Plaintiff of Removal of Action is attached hereto.
 18 Thomas Decl. Exh. E.

19 **IV. CONCLUSION**

20 For the reasons stated, federal diversity jurisdiction exists pursuant to 28
 21 U.S.C. § 1332(d). Accordingly, this action is removable to this Court pursuant to
 22 28 U.S.C. §§ 1441(a) and 1453.

24 DATED: December 1, 2016

VENABLE LLP

26 By: /s/ Daniel S. Silverman
 Daniel S. Silverman

27 Attorneys for Defendant
 28 MOPHIE INC.

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10 Attorneys for Defendant
11 MOPHIE INC.

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

15 ERIC STOTZ, individually, and on behalf
of all others similarly situated,

16 Plaintiff,

17 v.

18 MOPHIE INC.,

19 Defendant.

Case No.: 2:16-cv-8898

CLASS ACTION

**DECLARATION OF ALEXANDRA
THOMAS IN SUPPORT OF
DEFENDANT'S NOTICE OF
REMOVAL**

[Los Angeles County Superior Court
Action No. BC639116]

Action Filed: October 28, 2016
Complaint Served: November 1, 2016
Removal: December 1, 2016

DECLARATION OF ALEXANDRA THOMAS

I, Alexandra Thomas, declare as follows:

1. I am a paralegal at Thorpe North & Western LLP, counsel for Defendant Mophie Inc., in the above-captioned action. Unless otherwise stated, matters referred to in this declaration are based on my personal knowledge, and, if called to testify as a witness, I could and would testify competently to the facts set forth herein.

2. Defendant is a California corporation with an office in Orange County, California.

3. On November 23, 2016, I pulled a copy of the docket for the civil action in the Superior Court of California for the County of Los Angeles, entitled *Stotz v. Mophie Inc.*, Case No. BC639116. A copy of the docket is attached hereto as **Exhibit A**.

4. On October 28, 2016, Plaintiff filed the Complaint. A copy of the Complaint, as served on Defendant, is attached hereto as **Exhibit B**.

5. On October 28, 2016, Plaintiff filed the Summons. A copy of the Summons, as served on Defendant, is attached hereto as **Exhibit C**.

6. On November 1, 2016, Plaintiff served the Summons, Civil Case Cover Sheet and Complaint on Defendant. On November 4, 2016, Plaintiff filed a Proof of Substitute Service of Summons and Complaint. A copy of the filed Proof of Service is attached hereto as **Exhibit D**.

7. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being filed with the clerk of the Superior Court of the State of California for the County of Los Angeles and served upon counsel for Plaintiff. A copy of that Notice to State Court and to Plaintiff of Removal of Action is attached hereto as **Exhibit E**.

1 I declare under the penalty of perjury under the laws of the United States
2 that the foregoing is true and correct.

3
4 Executed this 28th day of November, 2016 in Salt Lake City, Utah.

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7 Alexandra Thomas
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VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310-229-9900

Exhibit A

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

Español | Tiếng Việt | 한국어 | 中文 | հայերեն

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Case Number: BC639116
Case Title: ERIC STOTZ VS MOPHIE INC
Case Type: Other Intentional Tort-notPI/WD/PD (General Jurisdiction)
Filing Date: 10/28/2016 12:00:00 AM

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<input type="checkbox"/>	10/28/2016 12:00:00 AM	CLASS ACTION COMPLAINT (1) VIOLATION OF UNFAIR COMPETITION LAW (CAL. BUSINESS & PROFESSIONS CODE ? 17500 ET SEQ); ETC	<input type="text" value="1-30"/> ? Preview	30

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Exhibit B

ORIGINAL

A6025

90210

Todd M. Friedman (216752)
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 21550 Oxnard St. Suite 780,
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 tfriedman@toddfllaw.com
 Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles

OCT 28 2016

Sherri R. Carter, Executive Officer/Clerk
 By M. Soto, Deputy
 Moses Soto

Attorneys for Plaintiff, Eric Stotz

CCW - CA - D - 323

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES
 UNLIMITED JURISDICTION

BERLE

ERIC STOTZ, individually, and on behalf
 of all others similarly situated,

Case No. **BC 6 3 9 1 1 6**

Plaintiff,

CLASS ACTION COMPLAINT

vs.

MOPHIE INC.,

Defendant.

- (1) Violation of Unfair Competition Law
 (Cal. Business & Professions Code
 §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law
 (Cal. Business & Professions Code
 §§ 17200 *et seq.*)
- (3) Violation of Consumer Legal Remedies
 Act (Cal. Civ. Code §§ 1750 *et seq.*)

Jury Trial Demanded**BY FAX**

CIT/CASE: BC639116
 LEA/DEF#:
 RECEIPT #: CCH524880097
 DATE PAID: 10/28/16 04:26 PM
 PAYMENT: \$1,435.00 310
 RECEIVED:
 CHECK: \$1,435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

CLASS ACTION COMPLAINT

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

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant MOPHIE INC.
5 (hereinafter "Defendant"), pursuant to Cal. Civ. C. § 382, to stop Defendant's practice of falsely
6 advertising its product, the "mophie iPhone 6 Juice Pack Plus for iPhone 6/6s", ("the Product")
7 as extending the battery life of devices it is used in conjunction with, when in fact the Product
8 damages the internal battery of the device, significantly reducing its battery life and impacting
9 the usability of the device without the Product attached.

10 2. Plaintiff brings this class action Complaint to obtain redress for a nationwide
11 class of consumers ("Class Members") who purchased, within the applicable statute of
12 limitations period, one of the Products manufactured by Defendant.

13 3. Defendant is a California corporation and is engaged in the manufacture, sale,
14 and distribution of battery cases and related equipment with its headquarters in California.

15 4. Defendant represents that its Product extends the battery life of devices it is used
16 in conjunction with when it in fact damages the internal battery of the devices.

17 5. Plaintiff and others similarly situated purchased and used the Products.

18 6. Defendant misrepresented and falsely advertised to Plaintiff and others similarly
19 situated that the Product would extend the battery life of devices it was used with, but in fact
20 they significantly damage the internal battery of the devices they were used with, providing
21 them with Products that actively damage the devices contrary to how they were advertised.

22 7. Upon information and belief, Defendant has been fully aware that the Product
23 damages the internal battery of the device when used.

24 8. Defendant's misrepresentations to Plaintiff and others similarly situated caused
25 them to purchase these Products, which Plaintiff and others similarly situated would not have
26 purchased absent these misrepresentations by Defendant and its employees. In so doing,
27 Defendant has violated California consumer protection statutes.
28

NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT

9. Consumers purchase Products advertised to increase the battery life of devices used in conjunction with the Product.

10. Consumers rely on the representations and advertisements of retailers in order to know which products to purchase.

11. Defendant is a manufacturer that is engaged in the manufacture, marketing, supplying and distributing of Products advertised to increase the battery life of devices used in conjunction with it, when in fact it damages the internal batteries of the devices.

12. Defendant profits from the sale of the Products advertised as increasing the battery life of devices. Without the feature, many of the consumers would not have purchased the Products because the purpose for purchasing the Products is to increase, not decrease, the battery life of devices.

13. In actual fact, the Products damage the internal battery of devices they are used in conjunction with contrary to how Defendant advertises them.

14. Consumers are unable to ascertain that the Products will damage the internal battery of their devices based on the advertising and representations of Defendant.

15. Defendant makes written representations to consumers which contradict the actual effect of the Product on the devices it is used with, namely that it damages their internal battery and reduces their battery life.

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

17. Defendant's violations of the law include, but are not limited to, the false advertising, marketing, representations, and sale of the defective Products to consumers nationwide.

18. On behalf of the Class, Plaintiff seeks an injunction requiring Defendant to cease advertising and selling the Products and an award of damages to the Class Members, together

1 with costs and reasonable attorneys' fees.

2 JURISDICTION AND VENUE

3 19. This Court has jurisdiction over the alleged violations of the California Business
4 and Professions Code §§ 17200, et seq. and § 17500, et. seq., and the California Consumer
5 Legal Remedies Act, Cal. Civ. Code §§ 1750 et seq.

6 20. This case is subject to the jurisdiction of this Court pursuant to California
7 *Business and Professions Code*, and the California *Code of Civil Procedure*. On information
8 and belief, and at all times relevant, Defendant operates and is doing business under the brand
9 names of mophie, Inc.. Defendant does business throughout the State of California. The
10 unlawful acts alleged herein have a direct effect on Plaintiff and other consumers similarly
11 situated within the State of California. Plaintiff and the Class Members have suffered damages
12 and will continue to suffer the same harm as the Representative Plaintiff as a result of
13 Defendant's wrongful conduct unless the relief requested herein is granted.

14 21. This matter is properly venued in the County of Los Angeles in that Plaintiff
15 purchased the Product on February 6, 2016 at a Tech On The Go store inside LAX Terminal #1,
16 located at 1 World Way, Los Angeles CA 90045. Additionally, Plaintiff resides in Los Angeles,
17 CA, within the County of Los Angeles, CA, and Defendant does business, inter alia, in the
18 County of Los Angeles, CA.

19 22. This class action is brought pursuant to Federal Rule of Civil Procedure 23. All
20 claims in this matter arise exclusively under California law.

21 23. This matter is properly venued in the United States District Court for the Central
22 District of California, iAdditionally, Plaintiff resides in the Central District of California and
23 Defendant does business, inter alia, in the Central District of California.

24 24. There is original federal subject matter jurisdiction over this matter pursuant to
25 the Class Action Fairness Act of 2005, Pub. L. 109-2, 119 Stat. 4 (Feb. 18, 2005), by virtue of
26 28 U.S.C. §1332(d)(2), which explicitly provides for the original jurisdiction of federal courts
27 in any class action in which at least 100 members are in the proposed plaintiff class, any member
28

1 of the plaintiff class is a citizen of a State different from the State of citizenship of any
2 defendant, and the matter in controversy exceeds the sum of \$5,000,000.00, exclusive of
3 interests and costs.

4 25. In the case at bar, there are at least 100 members in the proposed Class, the total
5 claims of the proposed Class members are in excess of \$5,000,000.00 in the aggregate, exclusive
6 of interests and costs, and Plaintiff and the class are citizens of many different states.

7 THE PARTIES

8 26. Plaintiff Eric Stotz is a citizen and resident of the State of California, County of
9 Los Angeles.

10 27. Defendant MOPHIE INC. is a corporation with its principal place of business
11 and headquarters located in California. Defendant is a Delaware Corporation. Defendant
12 conducts a large share of its business within California.

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

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

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

26 PLAINTIFF'S FACTS

27 31. On February 6, 2016 Plaintiff purchased the Product from a Tech On The Go
28

1 store inside LAX Terminal #1, located at 1 World Way, Los Angeles CA 90045.

2 32. For the Product, Plaintiff paid more than valuable consideration.

3 33. Including taxes and fees Plaintiff paid over \$100.00.

4 34. Defendant advertised the Product as extending the battery life of devices it was
5 connected into on the packaging for the device.

6 35. Relying on the assurance that the Product would increase the battery life of his
7 phone, Plaintiff decided to purchase the Product, as he was in the process of traveling and an
8 extended battery life was of particular value to him. Plaintiff purchased the Product because of
9 the assurance that the Product would extend the battery life of his phone.

10 36. Upon using the Product, Plaintiff found that the Product actually significant
11 damaged the internal battery of his phone such that it was rendered almost unusable without the
12 Product constantly attached.

13 37. Upon discovering this defect, Plaintiff felt ripped off, cheated by, and damaged
14 by Defendant.

15 38. Such sales tactics as used by Defendant rely on falsities and have a tendency to
16 mislead and deceive a reasonable consumer.

17 39. Defendant expressly represented to Plaintiff, through written statements and
18 advertising, that the Product would increase his battery life.

19 40. Further, Defendant made no representations that the Product would actually
20 damage Plaintiff's device's internal battery.

21 41. Plaintiff alleges that such representations were part of a common scheme to
22 mislead consumers and incentivize them to purchase Products in spite of the significant defects
23 and problems caused by the Products.

24 42. Plaintiff would not have purchased the Product if he knew that the above-
25 referenced statements made by Defendant were false, and that it would damage his internal
26 battery.

27 43. Had Defendant properly marketed, advertised, and represented the Products as
28

1 damaging the internal battery of devices it is attached to, Plaintiff would not have purchased the
2 Product.

3 44. Plaintiff gave his money to Defendant because of the promised battery life
4 extension. Defendant benefited from falsely advertising the features of the Product and failing
5 to disclose its serious defects. Plaintiff received nothing for giving his money to Defendant for
6 the Product, and instead suffered severe damage to his device, which also severely impacted his
7 ability to use his device for work. Defendant benefited on the loss to Plaintiff and provided
8 nothing of benefit to Plaintiff in exchange.

9 45. Had Defendant properly marketed, advertised, and represented the Products as
10 being defective and causing a reduction in the internal battery of devices it was attached to, no
11 reasonable consumer who purchased a Product would have believed that it would extend their
12 devices battery life without causing severe problems.

13 CLASS ACTION ALLEGATIONS

14 46. Plaintiff brings this action, on behalf of himself and all others similarly situated,
15 and thus, seeks class certification under Federal Rule of Civil Procedure 23.

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

17 All United States Citizens who, between the applicable statute of
18 limitations and the present, purchased one or more Class Products.

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

21 49. Excluded from the Class are Defendant, its affiliates, employees, agents, and
22 attorneys, and the Court.

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

25 51. Upon information and belief, the proposed class is composed of thousands of
26 persons. The members of the class are so numerous that joinder of all members would be
27 unfeasible and impractical.
28

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

3 53. Rather, all claims in this matter arise from the identical, false, advertising that
4 the Products would increase Class Members' devices battery life, when in fact, such
5 representations were false as the Products significantly damaged the internal batteries of the
6 devices.

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

- 9 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
10 practices in selling Class Products to Plaintiff and other Class Members;
- 11 (b) Whether Defendant made misrepresentations with respect to the Class
12 Products sold to consumers;
- 13 (c) Whether Defendant profited from the sale of the Products;
- 14 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
15 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and California Civ.
16 Code § 1750, *et seq.*;
- 17 (e) Whether Plaintiff and Class Members are entitled to equitable and/or
18 injunctive relief;
- 19 (f) Whether Defendant's unlawful, unfair, and/or deceptive practices harmed
20 Plaintiff and Class Members; and
- 21 (g) The method of calculation and extent of damages for Plaintiff and Class
22 Members.

23 55. Plaintiff is a member of the class he seeks to represent

24 56. The claims of Plaintiff are not only typical of all class members, they are
25 identical.

26 57. All claims of Plaintiff and the class are based on the exact same legal theories.

27 58. Plaintiff has no interest antagonistic to, or in conflict with, the class.
28

59. Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member, because Plaintiff bought Class Products from Defendant during the Class Period. Defendant's unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff's claims are typical of all Class Members as demonstrated herein.

60. Plaintiff will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent himself and the class.

61. Common questions will predominate, and there will be no unusual manageability issues.

FIRST CAUSE OF ACTION

Violation of the California False Advertising Act

(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)

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

63. Pursuant to California Business and Professions Code section 17500, *et seq.*, it is unlawful to engage in advertising "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...or...to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised."

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

65. Defendant misled consumers by making misrepresentations and untrue statements about the Class Products, namely, Defendant sold the battery cases advertised to extend battery life fully knowing that the Products would actually significantly damage the internal batteries of the devices they were attached to, and made false representations to Plaintiff and other putative class members in order to solicit these transactions.

66. Defendant knew that its representations and omissions were untrue and

1 misleading, and deliberately made the aforementioned representations and omissions in order
2 to deceive reasonable consumers like Plaintiff and other Class Members.

3 67. As a direct and proximate result of Defendant's misleading and false advertising,
4 Plaintiff and the other Class Members have suffered injury in fact and have lost money or
5 property. Plaintiff reasonably relied upon Defendant's representations regarding the Class
6 Products, namely that the Product would extend the battery life of his phone. In reasonable
7 reliance on Defendant's false advertisements, Plaintiff and other Class Members purchased the
8 Class Products. In turn Plaintiff and other Class Members ended up with Products that caused
9 significant damage to the internal batteries of their devices, decreasing their value and utility,
10 and therefore Plaintiff and other Class Members have suffered injury in fact.

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

14 69. Defendant advertised to Plaintiff and other putative class members, through
15 written representations and omissions made by Defendant and its employees, that the Class
16 Products would extend the battery life of the devices they were equipped on.

17 70. Defendant knew that the Class Products in fact damaged the internal battery of
18 the devices they were equipped on.

19 71. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative
20 class members that did not extend the battery life of the devices, but instead decreased it.

21 72. The misleading and false advertising described herein presents a continuing
22 threat to Plaintiff and the Class Members in that Defendant persists and continues to engage in
23 these practices, and will not cease doing so unless and until forced to do so by this Court.
24 Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or
25 restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering
26 Defendant to cease their false advertising; as well as disgorgement and restitution to Plaintiff
27 and all Class Members Defendant's revenues associated with their false advertising, or such
28

1 portion of those revenues as the Court may find equitable.

2 **SECOND CAUSE OF ACTION**

3 **Violation of Unfair Business Practices Act**

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

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

6 74. Actions for relief under the unfair competition law may be based on any business
7 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
8 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
9 to provide evidence of a causal connection between a defendant's business practices and the
10 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
11 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
12 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
13 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

14 **UNFAIR**

15 75. California Business & Professions Code § 17200 prohibits any "unfair ...
16 business act or practice." Defendant's acts, omissions, misrepresentations, and practices as
17 alleged herein also constitute "unfair" business acts and practices within the meaning of the
18 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
19 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
20 alleged benefits attributable to such conduct. There were reasonably available alternatives to
21 further Defendant's legitimate business interests, other than the conduct described herein.
22 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
23 or practices. Such conduct is ongoing and continues to this date.

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

27 77. Here, Defendant's conduct has caused and continues to cause substantial injury
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1 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
2 in fact due to Defendant's decision to sell them falsely described battery packs (Class Products),
3 which damaged the internal batteries of the devices they were used in conjunction with. Thus,
4 Defendant's conduct has caused substantial injury to Plaintiff and the members of the Class.

5 78. Moreover, Defendant's conduct as alleged herein solely benefits Defendant
6 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
7 convinced Plaintiff and members of the Class that the Class Products would extend the battery
8 life of their devices, in order to induce them to spend money on said Class Products. In fact,
9 knowing that Class Products would damage Plaintiff and other putative Class Members'
10 devices, Defendant unfairly profited from their sale, in that Defendant knew that the expected
11 benefit that Plaintiff would receive from this feature is nonexistent, when this is typically never
12 the case in situations involving the sale of products intended to provide a benefit. Thus, the
13 injury suffered by Plaintiff and the members of the Class is not outweighed by any
14 countervailing benefits to consumers.

15 79. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
16 that these consumers could reasonably have avoided. After Defendant falsely represented that
17 Class Products would increase the battery life of their devices, these consumers suffered injury
18 in fact due to Defendant's sale of Class Products to them as the Products damaged the internal
19 batteries of their devices. Defendant failed to take reasonable steps to inform Plaintiff and class
20 members that the Class Products would damage the internal battery of their devices so as to
21 render them nearly inoperable without the Products. As such, Defendant took advantage of
22 Defendant's position of perceived power in order to deceive Plaintiff and the Class members to
23 purchase battery packs that were defective. Therefore, the injury suffered by Plaintiff and
24 members of the Class is not an injury which these consumers could reasonably have avoided.

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

27 **FRAUDULENT**
28

- b. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. *Cal. Civ. Code* § 1770(7);
- c. Advertising goods or services with intent not to sell them as advertised; *Cal. Civ. Code* § 1770(9);
- d. Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; *Cal. Civ. Code* § 1770(14); and
- e. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; *Cal. Civ. Code* § 1770(16);

94. On or about July 6, 2016, through their Counsel of record, using certified mail with a return receipt requested, Plaintiff served Defendant with notice of its violations of the CLRA, and asked that Defendant correct, repair, replace or otherwise rectify the goods and services alleged to be in violation of the CLRA; this correspondence advised Defendant that they must take such action within thirty (30) calendar days, and pointed Defendant to the provisions of the CLRA that Plaintiffs believe to have been violated by Defendant. A true and correct copy of this letter is attached as Exhibit A.

95. Defendant have not replied to this correspondence, and have thereby refused to timely correct, repair, replace or otherwise rectify the issues raised therein.

96. Attached hereto as Exhibit B is Plaintiff's Venue Affidavit as to his CLRA claims as required under CCP § 1780.

MISCELLANEOUS

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

REQUEST FOR JURY TRIAL

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

PRAYER FOR RELIEF

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

- (a) An order certifying the Class and appointing Plaintiff as Representative

1 of the Class;

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

19 Dated: October 28, 2016

20 Respectfully submitted,

21 LAW OFFICES OF TODD M. FRIEDMAN, PC

22 By: 

23 TODD M. FRIEDMAN, ESQ.

24 Attorney for Plaintiff Eric Stotz

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10/28/2016

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Exhibit A
CLRA Letter

10/18/2016

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

ATTORNEYS FOR CONSUMERS

324 S. BEVERLY DR., #725

BEVERLY HILLS, CA 90212

877-206-4741 TOLL FREE

866-633-0228 FACSIMILE

CALIFORNIA OFFICE

WWW.ATTORNEYSFORCONSUMERS.COM

E-MAIL: TFRIEDMAN@ATTORNEYSFORCONSUMERS.COM

WRITER LICENSED IN:

**CALIFORNIA
PENNSYLVANIA
ILLINOIS**

July 6, 2016

Via U.S. Certified Mail to:

Mophie Inc.

15101 Red Hill Ave

Tustin, CA 92780

Notice of Violations of CLRA Pursuant to Cal. Civ. Code §§1782(a)(2)

Re: *Eric Stotz v. Mophie Inc.*

To Whom It May Concern:

Please be advised that our office represents Eric Stotz ("Plaintiff") in pursuing legal claims against Mophie, Inc. ("Mophie" or "Defendant") for violations of the Consumer Legal Remedies Act ("CLRA"), and California Business and Professions Code §17200 ("UCL") and § 17500 ("FAL").

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

The purpose of this letter is to advise your company of its violations and to quickly resolve the matter of my client's right to compensation for the same, without resorting to expensive and unnecessary litigation. Before additional damages accrue, including needless attorney fees, we should work together expeditiously to correct the inequity that occurred in connection with your company's handling of the matters detailed below. Thus, please accept this correspondence as notice pursuant to the CLRA, of Defendant's violations thereof. Be advised, you have thirty (30) calendar days from the date of receipt of this notice, to correct, repair, replace, or otherwise rectify the goods or services alleged to be in violation of § 1770 of the CLRA, as further outlined below.

Please review the violations set forth below and contact our offices immediately, to discuss settlement.

Facts

On or around February 6, 2016, Erik Stotz purchased a “mophie Iphone 6 Juice Pack Plus for iPhone 6/6s” (“the Product”) from a Tech On The Go store inside LAX Terminal #1. Relying on the assurance that the Product would extend the battery life of his phone, Plaintiff attached the Product to his device. The Product damaged the internal battery of Plaintiff’s device so as to render it nearly useless when the Product is not continuously attached and charging the device.

Mophie advertised that the Product would increase the battery life of the devices it was used in conjunction with, when in reality it contained a defect that damaged the internal battery of those devices and significantly *decreased* the battery life of said devices. Mophie failed to properly market, advertise, and represent the Products such that a reasonable consumer would be on notice of this defect.

CLRA (Cal. Civ. Code §17500 et seq.) Violations

Among other things, the CLRA prohibits the following “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction to result or which results in the sale or lease of goods or services” to a consumer:

1. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have. Cal. Civ. Code § 1770(5);
2. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. Cal. Civ. Code § 1770(7);
3. Advertising goods or services with intent not to sell them as advertised; Cal. Civ. Code §1770(9);
4. Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; Cal. Civ. Code §1770(14); and
5. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; Cal. Civ. Code §1770(16);

Further, under the CLRA, a consumer may recover actual damages, an order enjoining any such practices that are prohibited by the CLRA, restitution of property, punitive damages and reasonably attorney’s fees and costs. Cal. Civ. Code §1788 (a) and (d).

By engaging in the conduct detailed above and representing its Product as increasing battery life when in fact it significantly damaged and decreased the battery life of devices it is used in conjunction with, Mophie violated subsections (5), (7), (9), (14), and (16) of the CLRA, thereby entitling Mr. Stotz to the recovery of actual damages, punitive damages, attorney’s fees and costs.

Unfair Competition Law (Cal. Bus. Prof. Code §17200)

The Unfair Competition Law, Cal. Bus. Prof. C. §17200 prohibits unlawful, unfair or fraudulent business acts or practices, and subjects anyone engaging in such conduct to a civil penalty of \$2,500 for each violation thereof. *Cal. Bus. Prof. Code* §17200 and §17206. Further, any person may bring an action to enjoin or restrain any violation of this act and recover actual damages resulting from such violations. *Cal. Bus. Prof. Code* §4381(b)-(c).

Mophie engaged in fraudulent, unfair and unlawful business practices through its conduct and violated the UCL. Mophie made representations to Plaintiff that its Product would increase the battery life of his device when in reality it significantly damaged the internal battery of Plaintiff's device and decreased its battery life, and this amounts to fraudulent and unfair business practices. Further, as noted above, Defendant's conduct violates numerous provisions of the CLRA, and thus said conduct constitutes unlawful business practices. Defendant's conduct entitles Plaintiff to statutory penalties of \$2500 per violation, as well as actual damages, and attorney's fees and costs.

False Advertising Law (Cal. Bus. Prof. Code §17500)

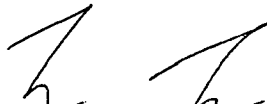
The False Advertising Law, Cal. Bus. Prof. C. §17500 prohibits engaging in advertising "which is untrue or misleading, and which is known, or which by exercise of reasonable care should be known, to be untrue or misleading", and subjects anyone engaging in such conduct to a civil penalty of \$2,500 for each violation thereof. *Cal. Bus. Prof. Code* §17206. Further, any person may bring an action to enjoin or restrain any violation of this act and recover actual damages resulting from such violations. *Cal. Bus. Prof. Code* §4381(b)-(c).

Defendant engaged in making untrue and misleading statements that violated the FAL. Defendant made misrepresentations as to the features of the Product it was selling, in particular that it would increase devices' battery life when in fact it damaged the internal battery of the device it was used in conjunction with and significantly *decreased* its battery life. Defendant's conduct entitles Plaintiff to statutory penalties of \$2500 per violation, as well as actual damages, and attorney's fees and costs.

Demand

Please contact our offices within twenty (21) days of your receipt of this correspondence, to discuss settlement. Also, please be aware of the CLRA notice provided herein.

Best regards,


Todd M. Friedman
Attorney at Law

10/28/2016

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Exhibit B
CLRA Venue Affidavit

10/28/2016

1 **Todd M. Friedman (216752)**
2 **Law Offices of Todd M. Friedman, P.C.**
3 **21550 Oxnard St. Suite 780,**
4 **Woodland Hills, CA 91367**
5 **Phone: 877-206-4741**
6 **Fax: 866-633-0228**
7 **tfriedman@toddfllaw.com**
8 **Attorneys for Plaintiff**

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **UNLIMITED JURISDICTION**

13 **ERIC STOTZ, individually, and on**
14 **behalf of all others similarly**
15 **situated,**

16 **Plaintiff,**

17 **vs.**

18 **MOPHIE INC.,**

19 **Defendant.**

20 **Case No.:**

21 **CONSUMER LEGAL REMEDIES**
22 **ACT VENUE AFFIDAVIT; CCP §**
23 **1780**

24 **I, Eric Stotz, declare and state as follows:**

- 25
- 26
- 27
- 28
1. I am the plaintiff in this matter, and specifically have brought a claim for Violations of the Consumer Legal Remedies Act.
 2. The defendant to this cause of action, Mophie Inc., was doing business in Los Angeles, California, namely, by advertising and selling its products in retail establishments, including the Tech On The Go store inside LAX Terminal #1, located at 1 World Way, Los Angeles CA 90045, which is where I purchased the product that is the subject of this cause of action.
 3. The transactions which are the subject of the cause of action as set forth in paragraphs 28 through 42 of the Complaint, occurred in Los Angeles County.
 4. I am a citizen and resident of the State of California, County of Los Angeles.

1
2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.

4 Executed this 22nd day of August, 2016, at Los Angeles, California.
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Eric Stotz
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ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman, P.C. 21550 Oxnard St. Suite 780, Woodland Hills, CA 91367 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): ERIC STOTZ		FILED Superior Court of California County of Los Angeles OCT 28 2016 Sherr K. Carter, Executive Officer/Clerk By <u>Moses Soto</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Eric Stotz et. al. v. MOPHIE INC.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: BC 6 3 9 1 1 6 JUDGE: DEPT:

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

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
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
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: October 28, 2016
 Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

ORIGINAL

SHORT TITLE: Stotz et. al. v. Mophie, Inc.	CASE NUMBER: BC 6 3 9 1 1 6
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

Auto
TortOther Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Vahdani v. Volkswagen Group of America, Inc.		CASE NUMBER
--	--	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

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

SHORT TITLE: Stotz et. al. v. Mophie, Inc.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 433 N. Camden Dr.
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90210	

Step 5: Certification of Assignment: I certify that this case is properly filed in the CENTRAL JUDICIAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: October 28, 2016


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Exhibit C

ORIGINAL

SUM-100

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

MOPHIE INC.

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

ERIC STOTZ, individually, and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**
Superior Court of California
County of Los Angeles

OCT 28 2016

Sherri K. Carter, Executive Officer/Clerk
By M. Soto Deputy
Moses Soto**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk Courthouse

111 N. Hill St.

Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Todd M. Friedman, Law Offices of Todd M. Friedman, PC

21550 Oxnard St. Suite 780, Woodland Hills, CA 91367, 877-206-4741

DATE:

OCT 28 2016

(Fecha)

SHERRI K. CARTER

Clerk, by
(Secretario)M. Soto

M. Soto

Deputy
(Adjunto)

CASE NUMBER:

(Número del Caso):

BC 639116

(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

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

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (authorized person)

BY FAX

Exhibit D

ORIGINAL

POS - 010

BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY TODD FRIEDMAN SBN 216752 Law Offices of Todd M. Friedman, PC 21550 Oxnard St. #780 Woodland Hills CA 91367 (877) 206-4741 ATTORNEY FOR Plaintiff	FILED FOR COURT USE ONLY Superior Court of California County of Los Angeles NOV 04 2016 Sherri R. Carter, Executive Officer/Clerk By <u>Isabel Arellanes</u> , Deputy Isabel Arellanes
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES 111 N Hill St. Los Angeles, CA 90012	CASE NUMBER: BC639116 <i>D-323</i>
PLAINTIFF/PETITIONER: Eric Stotz DEFENDANT/RESPONDENT: Mophie Inc.	
Proof of Service of Summons	

BY FAX

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of:

Summons
 Complaint
 Civil Case Cover Sheet
 Civil Case Cover Sheet Addendum
 Notice of Case Assignment

3a. Party Served:

Mophie Inc.
 By Serving Jeffrey Bocan , Agent for Service

4. Address where the party was served:

15101 Red Hill Ave.
 Tustin, CA 92780

5. I served the party:

b. By substituted service. On: 11/1/2016 at: 12:50 PM I left the documents listed in item 2 with or in the presence of:

Tarah Draper
 Office Assistant

(1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.

(4) A declaration of mailing is attached.

CONTINUED ON NEXT PAGE

11072016

PLAINTIFF/PETITIONER: Eric Stotz	CASE NUMBER: BC639116
DEFENDANT/RESPONDENT: Mophie Inc.	

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

Mophie Inc.

under the following Code of Civil Procedure section:

416.10 (Corporation)

7. Person who served papers

- a. Name: George Sano
- b. Address: 14748 Pipeline Ave Suite B, Chino Hills, CA 91709
- c. Telephone number: 909-664-9577
- d. The fee for this service was: 65.00
- e. I am:
 - (3) ☒ a registered California process server:
 - (i) ☒ Independent Contractor
 - (ii) Registration No.: PSC2623 Expires: 7/17/2017
 - (iii) County: Orange

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11/2/2016

George Sano

Form Adopted for Mandatory Use
Judicial Council of California POS - 010
[Rev. January 1, 2007]

Billing Code: ECZ

Proof of Service of Summons

Exhibit D - Page 36

Invoice No: 1373952

Code of Civil Procedure, §417.10



11/2/2016
George Sano

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) TODD FRIEDMAN SBN 216752 Law Offices of Todd M. Friedman, PC 21550 Oxnard St. #780 Woodland Hills CA 91367 ATTORNEY FOR Plaintiff		TELEPHONE NUMBER (877) 206-4741 Ref. No. or File No. ECZ	FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES 111 N Hill St. Los Angeles, CA 90012				
SHORT TITLE OF CASE: Stotz, Eric v. Mophie Inc.				
INVOICE NO. 1373952	DATE:	TIME:	DEP./DIV.	CASE NUMBER: BC639116

BY FAX

Proof of Service by Mail

I am a citizen of the United States and employed in the County of San Bernardino State of California. I am and was on the dates herein mentioned, over the age of eighteen years and not a party to the action.

On 11/01/2016 after substituted service under section C.C.P. 415.20(a), 415.20(b), or 415.95(a) was made, I served the within:

Summons; Complaint; Civil Case Cover Sheet; Civil Case Cover Sheet Addendum; Notice of Case Assignment;

On the defendant, in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon pre-paid for first class in the United States mail At: Chino Hills, California, addressed as follows:

Mophie Inc.
15101 Red Hill Ave.
Tustin, CA 92780

Declarant:

- a. Name: Anita Pasillas
- b. Address: 14748 Pipeline Ave Suite B, Chino Hills, CA 91709
- c. Telephone number: 909-664-9577
- d. The fee for this service was: 65.00
- e. I am:
 - (3) ☒ a registered California process server:
 - (i) ☒ Employee
 - (ii) Registration No.: 1086
 - (iii) County: San Bernardino

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11/1/2016
Anita Pasillas



Proof of Service by Mail

Billing Code: ECZ

Exhibit D - Page 37

11/02/2016

Exhibit E

**TO THE CLERK OF THE ABOVE-ENTITLED COURT, PLAINTIFF AND
PLAINTIFF'S ATTORNEY OF RECORD:**

PLEASE TAKE NOTICE that, on December 1, 2016, defendant MOPHIE INC. ("Defendant"), by and through its attorneys of record, Daniel S. Silverman of Venable LLP, filed in the United States District Court for the Central District of California, Western Division, its Notice of Removal of Los Angeles County Superior Court Case No. BC639116, from the Superior Court of the State of California, County of Los Angeles. Copies of the e-filed Notice of Removal (including its supporting Declarations and Exhibits thereto) and all other documents filed in federal court in connection with the Notice of Removal are attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1446, the filing of the Notice of Removal in the United States District Court for the Central District of California, Western Division, together with a filing of a copy of this Notice with this Court, removes this action from the Superior Court, which may proceed no further unless and until the case is remanded.

DATED: December 1, 2016

VENABLE LLP

By: _____
Daniel S. Silverman

Attorneys for Defendant
MOPHIE INC.

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2300
LOS ANGELES, CA 90067
310-229-9900

VENABLE LLP
Daniel S. Silverman (SBN 137864)
Email: dsilverman@venable.com
2049 Century Park East, Suite 2300
Los Angeles, CA 90067
Telephone: (310) 229-9900
Facsimile: (310) 229-9901

THORPE NORTH & WESTERN LLP
Mark M. Bettilyon (*Pro Hac To Be Filed*)
Email: mark.bettilyon@tnw.com
Peter M. de Jonge (*Pro Hac To Be Filed*)
Email: dejonge@tnw.com
Jed H. Hansen (*Pro Hac To Be Filed*)
Email: hansen@tnw.com
175 South Main, Suite 900
Salt Lake City, Utah 84111
Telephone: (801) 566-6633

Attorneys for Defendant
MOPHIE INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

ERIC STOTZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

MOPHIE INC.,

Defendant.

Case No.: 2:16-cv-8898

CLASS ACTION

**DECLARATION OF ABBY
BARRACLOUGH IN SUPPORT
OF DEFENDANT'S NOTICE OF
REMOVAL**

[Los Angeles County Superior Court
Action No. BC639116]

Action Filed: October 28, 2016
Complaint Served: November 1, 2016
Removal: December 1, 2016

DECLARATION OF ABBY BARRACLOUGH

I, Abby Barraclough, declare as follows:

1. I am general counsel for Defendant Mophie Inc. in the above-captioned action. Unless otherwise stated, matters referred to in this declaration are based on my personal knowledge, and, if called to testify as a witness, I could and would testify competently to the facts set forth herein.

2. I have reviewed the Complaint served on Defendant Mophie Inc. captioned Stotz v. Mophie Inc., Case No. BC639116.

3. I have reviewed the accounting records of Defendant Mophie Inc. and the revenue for national sales of the Mophie iphone 6 Plus Juice Pak in the four years preceding October 28, 2016 exceeds five million dollars (\$5,000,000).

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

Executed this 29th day of November, 2016 in Salt Lake City, Utah.


Abby Barraclough