

ORIGINAL

FILED
Superior Court Of California
County Of Los Angeles

FEB 28 2017

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

KATHY LIRA, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

SALESFORCE.COM, INC., a Delaware
corporation; and DOES 1 – 10, inclusive,

Defendants.

Case No.

BC 6 5 1 3 8 6

FAXED

CLASS ACTION COMPLAINT FOR:

1. VIOLATIONS OF CALIFORNIA'S
AUTOMATIC RENEWAL LAW
(BUSINESS AND PROFESSIONS CODE §§
17600-17604); AND
2. VIOLATIONS OF CALIFORNIA'S
UNFAIR COMPETITION LAW (BUSINESS
AND PROFESSIONS CODE §§ 17200-
17204)

RECEIPT #: CCH24311015
DATE PAID: 02/23/17 08:55 AM
PAYMENT: \$1,435.00
RECEIVED: 340
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CIT/CASE: BC651386
LEA/DEF#:

CLASS ACTION COMPLAINT

02/23/2017

1 Plaintiff Kathy Lira ("Plaintiff"), on behalf of herself and all others similarly situated,
2 complains and alleges as follows:

3 INTRODUCTION & OVERVIEW OF CLAIMS

4 1. Plaintiff brings this class action on behalf of herself and a class of others similarly
5 situated consisting of all persons who, within the applicable statute of limitations period, purchased
6 subscriptions for products (such as customer support software) from Salesforce.com, Inc.
7 ("Defendant"). The class of others similarly situated to Plaintiff is referred to herein as "Class
8 Members." The claims for damages, restitution, injunctive and/or other equitable relief, and
9 reasonable attorneys' fees and costs arise under California Business and Professions Code (hereinafter
10 "Cal. Bus. & Prof. Code") §§ 17602, 17603, 17604) and 17200, et seq., and California Code of Civil
11 Procedure § 1021.5. Plaintiff and Class Members are consumers for purposes of Cal. Bus. & Prof.
12 Code §§ 17600-17606.

13 2. During the Class Period, Defendant made automatic renewal or continuous service
14 offers to consumers in California and (a) at the time of making the automatic renewal or continuous
15 service offers, failed to present the automatic renewal offer terms or continuous service offer terms, in
16 a clear and conspicuous manner and in visual proximity to the request for consent to the offer before
17 the subscription or purchasing agreement was fulfilled in violation of Cal. Bus. & Prof. Code §
18 17602(a)(1); (b) charged Plaintiff's and Class Members' credit or debit cards, or third-party account
19 (hereinafter "Payment Method") without first obtaining Plaintiff's and Class Members' affirmative
20 consent to the agreement containing the automatic renewal offer terms or continuous service offer
21 terms in violation of Cal. Bus. & Prof. Code § 17602(a)(2); and (c) failed to provide an
22 acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation
23 policy, and information regarding how to cancel in a manner that is capable of being retained by the
24 consumer in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b). As a result, all goods,
25 wares, merchandise, or products sent to Plaintiff and Class Members under the automatic renewal of
26 continuous service agreements are deemed to be an unconditional gift pursuant to Cal. Bus. & Prof.
27 Code § 17603.

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3. As a result of the above, Plaintiff, on behalf of herself and Class Members, seeks damages, restitution, declaratory relief, injunctive relief and reasonable attorneys' fees and costs pursuant to Cal. Bus. & Prof. Code, §§ 17603, 17203, and 17204, and Code of Civil Procedure § 1021.5.

JURISDICTION AND VENUE

4. This Court has jurisdiction over all causes of action asserted herein.

5. Venue is proper in this Court because Defendant knowingly engages in activities directed at consumers in this County and conducted wrongful conduct alleged herein against residents of this County.

6. Defendant and other out-of-state participants can be brought before this Court pursuant to California's "long-arm" jurisdictional statute.

PARTIES

7. Plaintiff purchased a subscription plan from Defendant in California during the Class Period. Plaintiff and Class Members are consumers as defined under Cal. Bus. & Prof. Code § 17601(d).

8. Plaintiff is informed and believes, and upon such information and belief alleges, that Defendant Salesforce.com, Inc. is a Delaware corporation with its principal place of business located at 1 Market Street, Suite 300, San Francisco, California 94105. Defendant has its principal place of business in and operates in California and has done business in California at all times during the Class Period. Also during the Class Period, Defendant made, and continues to make, automatic renewal or continuous service offers to consumers in California. Defendant operates a website which markets customer support software and related products.

9. The true names and capacities of the Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

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10. At all relevant times, each and every Defendant was acting as an agent and/or employee of each of the other Defendants and was acting within the course and/or scope of said agency and/or employment with the full knowledge and consent of each of the Defendants. Each of the acts and/or omissions complained of herein were alleged and made known to, and ratified by, each of the other Defendants (Salesforce.com, Inc. and DOE Defendants will hereafter collectively be referred to as “Defendant”).

FACTUAL BACKGROUND

11. On December 1, 2010, sections 17600-17606 of the Cal. Bus. & Prof. Code came into effect. The Legislature's stated intent for this Article was to end the practice of ongoing charges to consumers' Payment Methods without consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service. *See* Cal. Bus. & Prof. Code § 17600.

- (1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
- (2) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.
- (3) Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

14. Cal. Bus. & Prof. Code § 17601(b) defines the term “Automatic renewal offer terms” as “the following clear and conspicuous disclosures: (1) That the subscription or purchasing

1 agreement will continue until the consumer cancels. (2) The description of the cancelation policy that
2 applies to the offer. (3) The recurring charges that will be charged to the consumer's credit or debit
3 card or payment account with a third party as part of the automatic renewal plan or arrangement, and
4 that the amount of the charge may change, if that is the case, and the amount to which the charge will
5 change, if known. (4) The length of the automatic renewal term or that the service is continuous,
6 unless the length of the term is chosen by the consumer. (5) The minimum purchase obligation, if any."

7 15. Pursuant to Cal. Bus. & Prof. Code § 17601(c), "clear and conspicuous" or "clearly and
8 conspicuously" means "in larger type than the surrounding text, or in contrasting type, font, or color
9 to the surrounding text of the same size, or set off from the surrounding text of the same size by
10 symbol ls or other marks, in a manner that clearly calls attention to the language."

11 16. Section 17602(b) provides: "A business making automatic renewal or continuous
12 service offers shall provide a toll-free telephone number, electronic mail address, a postal address only
13 when the seller directly bills the consumer, or another cost-effective, timely, and easy-to-use
14 mechanism for cancellation that shall be described in the acknowledgment specified in paragraph (3)
15 of subdivision (a)."

16 17. Section 17603 of Cal. Bus. & Prof. Code provides: "In any case in which a business
17 sends any goods, wares, merchandise, or products to a consumer, under a continuous service
18 agreement or automatic renewal of a purchase, without first obtaining the consumer's affirmative
19 consent as described in Section 17602, the goods, wares, merchandise, or products shall for all
20 purposes be deemed an unconditional gift to the consumer, who may use or dispose of the same in any
21 manner he or she sees fit without any obligation whatsoever on the consumer's part to the business,
22 including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares,
23 merchandise, or products to the business."

24 **Defendant's Business**

25 18. Defendant offers via its website, www.desk.com, various subscriptions for customer
26 support software, including a "Standard" service for \$20.00 per month. Defendant's product and
27 services plans constitute an automatic renewal and/or continuous service plan or arrangement for the
28 purposes of Cal. Bus. & Prof. Code § 17601.

1 **Defendant's Master Subscription Agreement**

2 19. During the Class Period, Defendant's website contained a section entitled "Master
3 Subscription Agreement". This is a lengthy document in which any information concerning the
4 recurring nature of Defendant's subscription programs or the manner in which the
5 subscriptions may be cancelled was, at all relevant times, not set forth in clear and conspicuous
6 language, as required by the applicable statutes and as set forth below.

7 **Defendant's Master Subscription Agreement to Provide Clear and Conspicuous Disclosures As**
8 **Required by Law.**

9 20. During the Class Period, within the Master Subscription Agreement, Defendant failed
10 to state in clear and conspicuous language (*i.e.*, in larger type than the surrounding text, or in
11 contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding
12 text of the same size by symbols of other marks, in a manner that clearly calls attention to the
13 language) that:

- 14 i) The subscription or purchasing agreement will continue until the consumer
15 cancels (there is language in capitals stating that the subscription will continue
16 after the free trial period unless canceled, but language concerning recurring
17 charges thereafter is not so prominently displayed);
- 18 ii) Described the cancellation policy that applies to the offer;
- 19 iii) Recurring charges that will be charged to the consumer's Payment Method
20 account with a third party as part of the automatic renewal plan or arrangement,
21 and that the amount of the charge may change, if that is the case, and the
22 amount to which the charge will change, if known; and
- 23 iv) The length of the automatic renewal term or that the service is continuous
24 unless the length of tile term is chosen by the consumer.

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Defendant Failed to Present the Automatic Renewal Offer Terms or Continuous Service Offer Terms in a Clear and Conspicuous Manner Before the Subscription or Purchasing Agreement was Fulfilled and in Visual Proximity to the Request for Consent to the Offer in Violation of Cal. Bus. & Prof. Code § 17602(a)(1), (2).

21. During the Class Period, Defendant made an automatic renewal offer for its subscriptions plans to Consumers in the United States, including Plaintiff and Class Members. On the page where the subscriber essentially finalized the purchase, there was no description of that policy. Accordingly, the website did not contain automatic renewal offer terms or continuous service offer terms as defined by Cal. Bus. & Prof. Code § 17601(b).

Enter Payment Method

First Name	Card Type
<input type="text"/>	<input type="text"/>
Last Name	Card Number
<input type="text"/>	<input type="text"/>
Billing Email Address	<small>The credit card number that you entered is invalid. Please check the number and try to enter it again.</small>
<input type="text"/>	Card Expiration
Country	<input type="text"/> <input type="text"/>
Please choose...	
Please enter a country	<input type="checkbox"/> I agree to Desk.com's Terms of Use and Privacy Policy.
Street Address	
<input type="text"/>	
Please enter a address	
City	
<input type="text"/>	
Please enter a city	
State/Province	ZIP or Postal
<input type="text"/>	<input type="text"/>

[Back](#)

PRO

\$70/month per agent
Monthly Billing

Plan Customizations

1 Agent @ \$70.00/month	\$70.00
Total due today	\$70.00

Save up to 14% with Annual Billing

Want even more insights into your business?
Consider signing up for the **Business Plus Plan**
instead to scale your service offering as you grow.

Upgrade to Business Plus Plan

[Change Plans](#)

[Get 14 Days Free Trial](#)

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22. As a result, during the class period, prior to charging Plaintiff and Class Members, Defendant failed to obtain Plaintiff's and Class Members' affirmative consent to the automatic renewal offer terms or continuous service offer terms as required by Cal. Bus. & Prof. Code § 17602(a)(1), (2).

23. Because of Defendant's failure to gather affirmative consent to the automatic renewal terms, all goods, wares, merchandise, or products, sent to Plaintiff and Class Members under the automatic renewal or continuous service agreement are deemed to be an unconditional gift pursuant to Cal. Bus. & Prof. Code § 17603, and Plaintiff and Class Members may use or dispose of the same in any manner they see fit without any obligation whatsoever on their part to Defendant, including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares, merchandise or products.

24. By letter dated March 7, 2016, counsel for Plaintiff notified Defendant that its website did not comply with the provisions of the Auto-Renewal Statutes as set forth herein. Evidently in response to this letter, Defendant has added, at the page where a subscriber completes a purchase, a link entitled "Cancel." That page nevertheless does not comply with the provisions of law set forth herein because the page itself does not contain automatic renewal offer terms or continuous service offer terms as defined by Cal. Bus. & Prof. Code § 17601(b).

Enter Payment Method

Review Your Subscription
Please review your order. Once you've verified your changes, press "Start Subscription" below.

Payment Method:	Visa ending in 9635 expires 1/2017	Change
Full-Time Agents	1 Agent	Change
SSL Certificate Hosting	1 SSL Certificate	Change

Cancel Start Subscription

Pro

\$75/month per agent
Monthly Billing

PLAN CUSTOMIZATIONS

1 Agent @ \$75.00/month	\$75.00
Total due today	\$75.00

Save up to 20% with Annual Billing

Want even more insights into your business?
Consider signing up for the Business Plus Plan
instead to scale your service offering as you grow.

Upgrade to Business Plus Plan

Change Plans

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1 **Defendant Failed to Provide an Acknowledgment as Required by Cal. Bus. & Prof. Code §§**
2 **17602(a)(3) and 17602(b)**

3 25. Furthermore, and in addition to the above, after Plaintiff and Class Members subscribed
4 to one of Defendant's subscription plans, Defendant sent to Plaintiff and Class Members email follow-
5 ups to their purchase, but has failed, and continues to fail, to provide an acknowledgement that
6 includes the automatic renewal or continuous service offer terms, cancellation policy, and information
7 on how to cancel in a manner that is capable of being retained by Plaintiff and Class Members in
8 violation of Cal. Bus. & Prof. Code §§ 17602(a)(3) and 17602(b).

9 From: Desk.com Billing <billing@desk.com>
10 Date: Mon, Dec 7, 2015 at 8:30 AM
11 Subject: Your Desk.com invoice -
12 To:



13
14 1 Market Street, Suite 300
15 San Francisco, CA 94105

16 Phone: 1.877.226.9212
17 Email: billing@desk.com

18 **Invoice #:**

19 **Invoice Date:** Dec 7th, 2015 at 8:30AM PST
20 **Previous Balance** \$0.00
21 **Billed Contact:**
22 **Company:** y

23 **Phone:**
24 **Subscription Length:** 1 Month
25 **Memo:**

Description	Price USD
1 Full-Time Agent	\$35.00
Payment received (Visa : XXXX-XXXX-XXXX-5321) - thank you	\$-35.00

27 **Ending Balance USD:\$0.00**

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1 From: "Desk.com Billing" <billing@desk.com>
2 Date: Feb 7, 2016 12:09 AM
3 Subject: Your Desk.com invoice -
4 To:
5 Cc:



6 1 Market Street, Suite 300
7 San Francisco, CA 94105

8 Phone: 1.877.226.9212
9 Email: billing@desk.com

10 **Invoice #:**

11 **Invoice Date:** Feb 7th, 2016 at 12:09AM PST
12 **Previous Balance** \$0.00
13 **Billed Contact:**
14 **Company:**

15 **Phone:**
16 **Subscription Length:** 1 Month
17 **Memo:**

Description	Price USD
1 Full-Time Agent	\$35.00
Payment received (Visa : XXXX-XXXX-XXXX-5321) - thank you	\$-35.00

18
19 **Ending Balance USD:\$0.00**

20
21 **CLASS ACTION ALLEGATIONS**

22 26. Plaintiff brings this class action for damages and other monetary and injunctive relief
23 on behalf of the following class:

24 "All persons within California that, within the applicable statute of limitations
25 period up to and including February 7, 2016, purchased any product or service in
26 response to an offer constituting an "Automatic Renewal" as defined by §
27 17601(a) from Salesforce.com, Inc., its predecessors, or its affiliates."

28 27. Excluded from the Class are governmental entities, Defendant, any entity in which

1 Defendant has a controlling interest, and Defendant's officers, directors, affiliates, legal
2 representatives, employees, co-conspirators, successors, subsidiaries, and assigns, and individuals
3 bound by any prior settlement. Also, excluded from the Class is any judge, justice, or judicial officer
4 presiding over this matter, and any callers who did receive a warning that their calls were recorded.

5 28. The proposed Class is so numerous that individual joinder of all its members is
6 impracticable. Due to the nature of the trade and commerce involved, however, Plaintiff believes that
7 the total number of Class members is at least in the tens of thousands and members of the Class are
8 numerous and geographically dispersed across the United States. While the exact number and
9 identities of the Class members are unknown at this time, such information can be ascertained through
10 appropriate investigation and discovery. The disposition of the claims of the Class members in a
11 single class action will provide substantial benefits to all parties and to the Court.

12 29. There is a well-defined community of interest in the questions of law and fact involved
13 affecting the plaintiff class and these common questions predominate over any questions that may
14 affect individual Class members. Common questions of fact and law include, but are not limited to,
15 the following:

- 16 i. Whether during the Class Period Defendant failed to present the automatic
17 renewal offer terms, or continuous service offer terms, in a clear and
18 conspicuous manner before the subscription or purchasing agreement was
19 fulfilled and in visual proximity to the request for consent to the offer in
20 violation of Cal. Bus. & Prof. Code § 17602(a)(1);
- 21 ii. Whether during the Class Period Defendant charged Plaintiff's and Class
22 Members' Payment Method for an automatic renewal or continuous service
23 without first obtaining the Plaintiff's and Class Members' affirmative consent
24 to the automatic renewal offer terms or continuous service offer terms in
25 violation of Cal. Bus. & Prof. Code § 17602(a)(2);
- 26 iii. Whether during the Class Period Defendant failed to provide an
27 acknowledgement that included the automatic renewal or continuous service
28 offer terms, cancellation policy, and information on how to cancel in a manner

1 that is capable of being retained by Plaintiff and Class Members, in violation of
2 Cal. Bus. & Prof. Code § 17602(a)(3);

3 iv. Whether during the Class Period Defendant failed to provide an
4 acknowledgment that describes a cost-effective, timely, and easy-to-use
5 mechanism for cancellation in violation of Cal. Bus. & Prof. Code § 17602(b);

6 v. Whether Plaintiff and the Class Members are entitled to restitution of money
7 paid in circumstances where the goods and services provided by Defendant are
8 deemed an unconditional gift in accordance with Cal. Bus. & Prof. Code §
9 17603;

10 vi. Whether Plaintiff and Class Members are entitled to restitution in accordance
11 with Cal. Bus. & Prof. Code §§ 17200, 17203;

12 vii. Whether Plaintiff and Class Members are entitled to injunctive relief under Cal.
13 Bus. & Prof. Code § 17203;

14 viii. Whether Plaintiff and Class Members are entitled to attorneys' fees and costs
15 under California Code of Civil Procedure § 1021.5; and

16 ix. The proper formula(s) for calculating the restitution owed to Class Members.

17 30. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and all
18 members of the Class have been subjected to Defendant's common course of unlawful conduct as
19 complained of herein and are entitled to the same statutory damages based on Defendant's wrongful
20 conduct as alleged herein.

21 31. Plaintiff will fairly and adequately represent and protect the interests of the Class.
22 Plaintiff has retained counsel with substantial experience in handling complex class action litigation.
23 Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the Class and
24 have the financial resources to do so.

25 32. A class action is superior to other available methods for the fair and efficient
26 adjudication of the present controversy. Individual joinder of all members of the class is impracticable.
27 Even if individual class members had the resources to pursue individual litigation, it would be unduly
28 burdensome to the courts in which the individual litigation would proceed.

33. The conduct of this action as a class action conserves the resources of the parties and of the judicial system and protects the rights of the class members. Furthermore, for many, if not most, a class action is the only feasible mechanism that allows an opportunity for legal redress and justice.

FIRST CAUSE OF ACTION

**FAILURE TO PRESENT AUTOMATIC RENEWAL OFFER TERMS OR CONTINUOUS
SERVICE OFFER TERMS CLEARLY AND CONSPICUOUSLY AND IN VISUAL,
PROXIMITY TO THE REQUEST FOR CONSENT OFFER (CAL. BUS. & PROF. CODE§
17602(a)(l))**

(By Plaintiff, on her own behalf and on behalf of the Class, against All Defendants)

34. The foregoing paragraphs are alleged herein and are incorporated herein by reference.

35. Cal. Bus. Prof. Code§ 17602(a)(1) provides:

(a) It shall be unlawful for any business making an automatic renewal or continuous service offer to a consumer in this state to do any of the following:

(1) Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.

36. Plaintiff and Class Members purchased Defendant's customer support software services and related products for personal, family or household purposes. Defendant failed to present the automatic renewal offer terms, or continuous service offer terms, in a clear and conspicuous manner and in visual proximity the request for consent to the offer before the subscription or purchasing agreement was fulfilled.

37. As a result of Defendant's violations of Cal. Bus. & Prof. Code § §17602(a)(l), Defendant is subject under Cal. Bus. & Prof. Code § 17604 to all civil remedies that apply to a violation of Article 9, of Chapter 1, of Part 3, of Division 7 of the Cal. Bus. & Prof. Code.

38. Plaintiff, on behalf of herself and Class Members, requests relief as described below.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO OBTAIN CONSUMER'S AFFIRMATIVE CONSENT**

3 **BEFORE THE SUBSCRIPTION IS FULFILLED**

4 **(CAL BUS. & PROF. CODE §§ 17602(a)(2) and 17603)**

5 **(By Plaintiff, on her own behalf and on behalf of the Class, against All Defendants)**

6 39. The foregoing paragraphs are alleged herein and are incorporated herein by reference.

7 40. Cal. Bus. & Prof. Code § 17602(a)(2) provides:

8 (a) It shall be unlawful for any business making an automatic renewal or continuous
9 service offer to a consumer in this state to do any of the following:

10 (2) Charge the consumer's credit or debit card or the consumer's account with a
11 third party for an automatic renewal or continuous service without first
obtaining the consumer's affirmative consent to the agreement containing the
automatic renewal offer terms or continuous service offer terms.

12 41. Plaintiff and Class Members purchased Defendant's customer support software
13 services and related products for personal, family or household purposes. Defendant charged, and
14 continues to charge Plaintiff's and Class Members' Payment Method for an automatic renewal or
15 continuous service without first obtaining Plaintiff's and Class Members affirmative consent to the
16 Master Subscription Agreement containing the automatic renewal offer terms or continuous service
17 offer terms.

18 42. As a result of Defendant's violations of Cal. Bus. & Prof. Code § 17602(a)(2),
19 Defendant is liable to provide restitution to Plaintiff and Class Members under Cal. Bus. & Prof. Code
20 § 17603.

21 43. Plaintiff, on behalf of herself and Class Members, requests relief as described below.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACKNOWLEDGMENT WITH**

24 **AUTOMATIC RENEWAL TERMS AND INFORMATION REGARDING**

25 **CANCELLATION POLICY**

26 **(CAL. BUS. & PROF. CODE §§ 17602(a)(3), 17602(b))**

27 **(By Plaintiff, on her own behalf and on behalf of the Class, against All Defendants)**

28 44. The foregoing paragraphs are alleged herein and are incorporated herein by reference.

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1 45. Cal. Bus. & Prof. Code§ 17602(a)(3) provides:

2 (a) It shall be unlawful for any business making an automatic renewal or continuous
3 service offer to a consumer in this state to do any of the following:

4 (3) Fail to provide an acknowledgment that includes the automatic renewal
5 or continuous service offer terms, cancellation policy, and information
6 regarding how to cancel in a manner that is capable of being retained by
7 the consumer. If the offer includes a free trial, the business shall also
8 disclose in the acknowledgment how to cancel and allow the consumer to
9 cancel before the consumer pays for the goods or services.

10 46. Cal. Bus. & Prof. Code§ 17602(b) provides:

11 "A business making automatic renewal or continuous service offers shall
12 provide a toll-free telephone number, electronic mail address, a postal
13 address only when the seller directly bills the consumer, or another cost-
14 effective, timely, and easy-to-use mechanism for cancellation that shall be
15 described in the acknowledgment specified in paragraph (3) of subdivision
16 (a)."

17 47. Plaintiff and Class Members purchased Defendant's customer support software
18 services and related products for personal, family or household purposes. Defendant failed to provide
19 an acknowledgement that includes the automatic renewal or continuous service offer terms,
20 cancellation policy, and information on how to cancel in a manner that is capable of being retained by
21 Plaintiff and Class Members.

22 48. As a result of Defendant's violations of Cal. Bus. & Prof. Code §§ 17602(a)(3) and
23 17602(b), Defendant is subject to all civil remedies under Cal. Bus. & Prof. Code § 17604 that apply
24 to a violation of Article 9, of Chapter 1 of Part 3, of Division 7 of the Cal. Bus. & Prof. Code.

25 49. Plaintiff, on behalf of herself and Class Members, requests relief as described below.

26 **FOURTH CAUSE OF ACTION**

27 **VIOLATION OF THE UNFAIR COMPETITION LAW**

28 **(CAL. BUS. & PROF. CODE§ 17200 *et. seq.*)**

(By Plaintiff, on her own behalf and on behalf of the Class, against All Defendants)

50. The foregoing paragraphs are alleged herein and are incorporated herein by reference.

51. Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL") prohibits unfair competition in the
form of any unlawful or unfair business act or practice. Cal. Bus. & Prof. Code § 17204 allows "a
person who has suffered injury in fact and has lost money or property" to prosecute a civil action for

1 violation of the UCL. Such a person may bring such an action on behalf of himself or herself and
2 others similarly situated who are affected by the unlawful and/or unfair business practice or act.

3 52. Since December 1, 2010, and continuing during the Class Period, Defendant has
4 committed unlawful and/or unfair business acts or practices as defined by the UCL, by violating Cal.
5 Bus. & Prof. Code §§ 17602(a)(1), 17602(a)(2), 17602(a)(3) and 17602(b). The public policy which is
6 a predicate to a UCL action under the unfair prong of the UCL is tethered to a specific statutory
7 provision. *See* Cal. Bus. & Prof. Code §§ 17600, 17602.

8 53 Plaintiff has standing to pursue this claim because she suffered injury in fact and has
9 lost money or property as a result of Defendant's actions as set forth herein. Plaintiff purchased
10 Defendant's customer support software services and related products for personal, family, or
11 household purposes.

12 54. As a direct and proximate result of Defendant's unlawful and/or unfair business acts or
13 practices described herein, Defendant has received, and continues to hold, unlawfully obtained
14 property and money belonging to Plaintiff and Class Members in the form of payments made for
15 subscription agreements by Plaintiff and Class Members. Defendant has profited from its unlawful
16 and/or unfair business acts or practices in the amount of those business expenses and interest accrued
17 thereon.

18 55. Plaintiff and similarly-situated Class Members are entitled to restitution pursuant to
19 Cal. Bus. & Prof. Code § 17203 for all monies paid by Class Members under the subscription
20 agreements from December 1, 2010, to the date of such restitution at rates specified by law.
21 Defendant should be required to disgorge all the profits and gains it has reaped and restore such profits
22 and gains to Plaintiff and Class Members, from whom they were unlawfully taken.

23 56. Plaintiff and similarly situated Class Members are entitled to enforce all applicable
24 penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202, and to obtain injunctive relief
25 pursuant to Cal. Bus. & Prof. Code § 17203.

26 57. Plaintiff has assumed the responsibility of enforcement of the laws and public policies
27 specified herein by suing on behalf of herself and other similarly-situated Class Members. Plaintiff's
28 success in this action will enforce important rights affecting the public interest. Plaintiff will incur a

1 financial burden in pursuing this action in the public interest. An award of reasonable attorneys' fees
2 to Plaintiff is thus appropriate pursuant to California Code of Civil Procedure § 1021.5.

3 58. Plaintiff, on behalf of herself and Class Members, request relief as described below.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff requests the following relief:

6 A. That the Court determine that this action may be maintained as a class action, and
7 define the Class as requested herein;

8 B. That the Court find and declare that Defendant has violated Cal. Bus. & Prof. Code §
9 17602(a)(1) by failing to present the automatic renewal offer terms, or continuous service offer terms,
10 in a clear and conspicuous manner and the visual proximity to the request for consent to the offer
11 before the subscription or purchasing agreement was fulfilled;

12 C. That the Court find and declare that Defendant has violated Cal. Bus. & Prof. Code §
13 17602(a)(2) by charging Plaintiff's and Class Members' Payment Method without first obtaining their
14 affirmative consent to the automatic renewal offer terms or continuous service terms;

15 D. That the Court find and declare that Defendant has violated Cal. Bus. & Prof. Code §
16 17602(a)(3) by failing to provide an acknowledgement that includes the automatic renewal or
17 continuous service offer terms, cancellation policy and information on how to cancel in a manner that
18 is capable of being retained by Plaintiff and Class Members;

19 E. That the Court find and declare that Defendant has violated Cal. Bus. & Prof. Code §
20 17602(b) by failing to provide an acknowledgment that describes a toll-free telephone number,
21 electronic mail address, a postal address only when the seller directly bills the consumer, or another
22 cost-effective, timely, and easy-to-use mechanism for cancellation;

23 F. That the Court find and declare that Defendant has violated the UCL and committed
24 unfair and unlawful business practices by violating Cal. Bus. & Prof. Code § 17602;

25 G. That the Court award to Plaintiff and Class Members damages and full restitution due
26 to Defendant's UCL violations, pursuant to Cal. Bus. & Prof. Code §§ 17200-17205 in the amount of
27 their subscription agreement payments;

28 ///


1 H. That the Court find that Plaintiff and Class Members are entitled to injunctive relief
2 pursuant to Cal. Bus. & Prof. Code § 17203;

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

5 J. That the Court award such other and further relief as this Court may deem appropriate.
6

7 Dated: February 22, 2017

PACIFIC TRIAL ATTORNEYS, APC

8
9 By: 
10 Scott. J. Ferrell
11 Attorneys for Plaintiff
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02/23/2017

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Scott J. Ferrell (Bar #202091)
 PACIFIC TRIAL ATTORNEYS, A Professional Corporation
 4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660

TELEPHONE NO.: (949) 706-6464

FAX NO.:

ATTORNEY FOR (Name): Plaintiff Victoria Kissel

FOR COURT USE ONLY

FILED
 Superior Court Of California
 County Of Los Angeles

FEB 23 2017

Sherri R. Carter, Executive Officer/Clerk

By Charlie L. Coleman Deputy
Charlie L. Coleman

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:

CASE NAME:

LIRA v. SALESFORCE.COM, INC., et al.

CIVIL CASE COVER SHEET

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

Complex Case Designation

☐ Counter ☐ Joinder

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

CASE NUMBER:

BC 6 5 1 3 8 6

JUDGE:

DEPT:

FAXED

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

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☒ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ 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. ☒ Large number of separately represented parties d. ☒ Large number of witnesses
 b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☒ Substantial amount of documentary evidence f. ☒ 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): Four (4)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 22, 2017

Scott J. Ferrell

(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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
- Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

SHORT TITLE:

LIRA v. SALESFORCE.COM, INC., et al.

CASE NUMBER

BC 651386

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

FAXED

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5 ☐ HOURS/ ☒ DAYS

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

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

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

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

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

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

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

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

SHORT TITLE:

LIRA v. SALESFORCE.COM, INC., et al.

CASE NUMBER

Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
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	2., 5., 6. 2., 5.
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.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <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)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

LIRA v. SALESFORCE.COM, INC., et al.

CASE NUMBER

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

SHORT TITLE:

LIRA v. SALESFORCE.COM, INC., et al.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10.

ADDRESS:

16124 Rosecrans Ave. #F2

CITY:

La Mirada

STATE:

CA

Z P CODE:

90638

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].



Dated: February 22, 2017

(SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

02/23/2017