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13 ATTORNEYS FOR DEFENDANTS  
14 B&G Foods, Inc. and Pirate Brands, LLC  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DAVID GREENSTEIN,

Plaintiff,

v.

B&G FOODS, INC. and PIRATE  
BRANDS, LLC, Does 1 through 10,  
inclusive.

Defendant(s).

Case No. 2:17-cv-04839

**DEFENDANTS B&G FOODS,  
INC.'S AND PIRATE BRANDS,  
LLC'S NOTICE OF REMOVAL**

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA:**

**PLEASE TAKE NOTICE** that Defendants B&G Foods, Inc. (“B&G Foods”) and Pirate Brands, LLC (“Pirate Brands”) (collectively, “Defendants”) hereby remove this action from the Superior Court in the State of California for Los Angeles County to the United States District Court for the Central District of California pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. In accordance with 28 U.S.C. § 1446(a), set forth below is a statement of the grounds for removal.

**I. THE COMPLAINT AND STATE COURT PROCEEDINGS**

1. On June 5, 2017, Plaintiff David Greenstein (“Plaintiff”) filed an action against Defendants, entitled *David Greenstein v. B&G Foods, Inc. and Pirate Brands, LLC*, Case No. BC664313, in the Superior Court in the State of California for Los Angeles County.

2. On June 8, 2017, Defendants received a copy of the Complaint and Summons via email through counsel. True and correct copies of the Complaint and Summons are attached hereto as **Exhibit A**.

3. The Complaint purports to allege causes of action against Defendants for violations of the California Unfair Competition Law, Cal. Bus & Prof Code § 17200 and 17500, *et seq.* as well as a common law claim for fraud, regarding the packaging of ½ oz. bags of Pirate’s Booty® snacks.

**II. JURISDICTION AND VENUE**

4. As is set forth more fully below, this is a civil action over which this Court has jurisdiction pursuant to 28 U.S.C. § 1332 (diversity), and is an action which may be removed to this Court pursuant to the provisions of 28 U.S.C. § 1441(b) in that it is a civil action between citizens of different states, the amount in controversy sought by Plaintiff exceed the sum of \$75,000 and neither B&G Foods nor Pirate Brands are citizens of California, the forum state.

5. Venue is proper in this Court because this Court embraces the County of Los Angeles where the underlying state court action was filed. 28 U.S.C. § 1441(a).

### **III. DIVERSITY JURISDICTION EXISTS OVER THIS ACTION**

6. Diversity jurisdiction exists where (1) the amount in controversy exceeds \$75,000, exclusive of interest and costs, and (2) the suit is between citizens of different states. *Matheson v. Progressive Specialty Ins. Co.*, 319 F.3d 1089, 1090 (9th Cir. 2003); 28 U.S.C. § 1332(a)(1) (District Court “shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States”).

#### **A. The Amount in Controversy Exceeds \$75,000**

7. The amount in controversy is based on the relief a plaintiff theoretically could obtain if he or she was successful on all her claims. *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993,1001 (C.D. Cal. 2002).

8. Whereas here, a complaint seeks injunctive relief, courts use the “either viewpoint” standard, which calculates the amount-in-controversy for jurisdictional purposes as the potential cost to the defendant of complying with the sought after injunction. *In re Ford Motor Co./Citibank (S. Dakota), N.A.*, 264 F.3d 952, 958 (9th Cir. 2001) (“In other words, where the value of a plaintiff’s potential recovery (in this case, a maximum of \$3,500) is below the jurisdictional amount, but the potential cost to the defendant of complying with the injunction exceeds that amount, it is the latter that represents the amount in controversy for jurisdictional purposes.”); *Arens v. Popcorn, Indiana, LLC*, No. 14-CV-1323-SC, 2014 WL 2737412, at \*2 (N.D. Cal. June 16, 2014) (Including costs of complying with injunction such as “[r]evising non-FIT Products’ labeling, pulling Non-FIT Products from California shelves, and destroying old packaging and corrugate” for amount in controversy calculation.); *Vinotemp Int’l Corp. v. Wine Master Cellars, LLLP*, No. CV111543ABCPLAX, 2012 WL 12893932, at \*4 (C.D. Cal. July 9, 2012) (“Amount in controversy

1 calculation should “include the possibility of an injunction or an order of specific  
2 performance that would preclude future sales.”); *Biendara v. RCI, LLC*, No.  
3 SACV101878AGMLGX, 2011 WL 13137567, at \*6 (C.D. Cal. Jan. 24, 2011) (the  
4 Court may also consider injunctive relief when determining the amount in  
5 controversy).

6 9. “Where it is not facially evident from the complaint that more than  
7 \$75,000 is in controversy, the removing party must prove, by a preponderance of the  
8 evidence, that the amount in controversy meets the jurisdictional threshold.”  
9 *Matheson v. Progressive Specialty Ins. Co.*, 319 F.3d 1089, 1090 (9th Cir. 2003);  
10 *Abrego Abrego v. The Dow Chem. Co.*, 443 F.3d 676, 690 (9th Cir. 2006) (courts  
11 may consider “summary-judgment-type evidence relevant to the amount in  
12 controversy at the time of removal.”)

13 10. While Defendants deny Plaintiff’s false allegations set forth in the  
14 Complaint and maintain that Plaintiff is not entitled to any of the relief he seeks, in  
15 determining the amount in controversy, “a court must assume that the allegations in  
16 the complaint are true and assume that a jury will return a verdict for the plaintiff on  
17 all claims made in the complaint.” *Kenneth Rothschild Trust v. Morgan Stanley Dean*  
18 *Witter*, 199 F. Supp. 2d 993,1001 (C.D. Cal. 2002).

19 11. Here, Plaintiff seeks “injunctive orders that the Product referenced shall  
20 not be distributed for sale or sold in California.” (Prayer ¶ C.) If Plaintiff succeeded  
21 in obtaining such relief, B&G Foods’ lost sales would exceed \$75,000. (Declaration  
22 of Scott Lerner (“Lerner Decl.”) ¶ 5.)

23 12. Likewise, if B&G Foods elected to modify the manufacturing and  
24 packaging process in conformity with Plaintiff’s Complaint, the costs would exceed  
25 \$75,000. (Lerner Decl. ¶ 6.)

26 13. Accordingly, the amount in controversy exceeds the jurisdiction  
27 requirement of \$75,000, exclusive of interests and costs, and the amount in  
28 controversy requirement is satisfied.

**B. The Suit is between Citizens of Different States**

14. A suit is between citizens of different states for diversity jurisdiction purposes when all plaintiffs are diverse from all defendants. *Weeping Hollow Avenue Trust v. Spencer*, 831 F.3d.3d 1110, 1112 (9th Cir. 2016).

15. A natural person has the citizenship of the place of his domicile. *Kanto v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). Corporate parties can have the citizenship of the state of incorporation and the citizenship of the state of its principle place of business. *Bank of Calif. National Ass'n v. Twin Harbors Lumber Co.*, 465 F.2d 489, 491-92 (9th Cir. 1972).

16. Here, Plaintiff concedes he is a citizen of the State of California. (Compl. ¶ 25.)

17. Defendant B&G Foods is a Delaware corporation with its principle place of business in New Jersey. (Lerner Decl. ¶ 2.)

18. Defendant Pirate Brands is a Delaware limited liability company with its principle place of business in New Jersey. Pirate Brands has one member, which is a citizen of New Jersey and Delaware. (Lerner Decl. ¶ 3.)

19. Therefore, the suit is between citizens of different states.

**C. All Procedural Requirements are Satisfied**

20. 28 U.S.C. § 1441(a) allows civil actions brought in state court to be removed to the district court “embracing the place where such action is pending.” The Complaint was filed in the Superior Court of California for the County of Los Angeles. This District is the proper venue for this action upon removal pursuant to 28 U.S.C. § 1441(a) because it is the District that embraces the country where the state court action was pending.

21. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders are attached hereto as **Exhibit A**.

1        22. Defendants will serve written notice of the removal of this action upon  
2 all parties and will file such notice with the Clerk of the Superior Court of California  
3 for the County of Los Angeles.

4                                    **CONCLUSION**

5        23. WHEREFORE, Defendants B&G Foods, Inc. and Pirate Brands, LLC  
6 hereby remove this case from the California Superior Court for the County of Los  
7 Angeles, to this federal district court.

8  
9  
10 Dated: June 30, 2017

Respectfully Submitted,

BRAUNHAGEY & BORDEN LLP

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13 By: /s/ Matthew Borden  
Matthew Borden

14 *Attorneys for B&G Foods, Inc.*  
15 *and Pirate Brands, LLC*  
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7 ATTORNEYS FOR DEFENDANTS  
B&G Foods, Inc. and Pirate Brands, LLC

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9  
10 **UNITED STATES DISTRICT COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA**  
12

13 DAVID GREENSTEIN,  
14

15 Plaintiff,

16 v.

17 B&G FOODS, INC. and PIRATE  
BRANDS, LLC, Does 1 through 10,  
18 inclusive.

19 Defendant(s).  
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) Case No.

) **DECLARATION OF SCOTT E.  
LERNER, ESQ. IN SUPPORT OF  
DEFENDANTS B&G FOODS,  
INC.'S AND PIRATE BRANDS,  
LLC'S NOTICE OF REMOVAL**

1 I, Scott E. Lerner, Esq., declare:

2 1. I am the Executive Vice President, General Counsel and Secretary of  
3 Defendants B&G Foods, Inc. ("B&G Foods") and Pirate Brands, LLC ("Pirate  
4 Brands"). I make this declaration on personal knowledge. If called as a witness, I  
5 could, and would, testify competently to the facts stated herein.

6 2. B&G Foods is a Delaware corporation with its principle place of  
7 business in New Jersey.

8 3. Pirate Brands is a Delaware limited liability company with its principle  
9 place of business in New Jersey. Pirate Brands' only member is B&G Foods North  
10 America, Inc. ("B&G Foods North America"), a Delaware limited liability company  
11 with its principle place of business in New Jersey. B&G Foods North America is a  
12 wholly owned subsidiary of B&G Foods. Pirate Brands has no employees.

13 4. In my role as Executive Vice President, General Counsel and Secretary  
14 of B&G Foods and Pirate Brands, I have personal knowledge of the sales, pricing,  
15 manufacturing, packaging, and distribution of ½ oz. Pirate's Booty® products in  
16 California.

17 5. In his complaint, Plaintiff seeks an injunction requiring B&G Foods to  
18 stop selling ½ oz. bags of Pirate's Booty® in California. (Prayer ¶ C.) If Plaintiff  
19 succeeded in obtaining such relief, the costs to B&G Foods would exceed \$75,000.  
20 Lost sales, alone, would exceed \$75,000.

21 6. Plaintiff's complaint also contemplates some type of injunction that  
22 would allow B&G Foods to continue to sell ½ oz. bags of Pirate's Booty® in  
23 California if B&G Foods somehow modified its manufacturing process and/or  
24 packaging. (Prayer C(i).) As Plaintiff was informed before he filed this suit, the  
25 production process for ½ oz. bags of Pirate's Booty® cannot be changed to reduce  
26 the amount of air in the bags, and changing the metalized film currently used to  
27 package the product would cause the product to spoil, go stale and/or go rancid on  
28 the shelf. Even if B&G Foods could change its packaging, the costs associated with



1 doing so would also far exceed \$75,000. The costs to re-design the product bag,  
2 alone, would exceed \$75,000. Separately, the costs to re-design and re-engineer the  
3 factory equipment would separately exceed \$75,000. It also might require  
4 purchasing new equipment, which again, by itself, would exceed \$75,000. It would  
5 also require discarding the old film, creating new labeling and new film and  
6 potentially using packaging that would result in hundreds of thousands of dollars of  
7 products going bad. These costs, too, would separately exceed \$75,000.

8  
9 I declare under penalty of perjury under the laws of the United States that the  
10 foregoing is true and correct to the best of my knowledge.

11  
12 Dated: January 30, 2017

Respectfully Submitted,

13  
14  
15 By:

  
Scott E. Lerner, Esq.

# EXHIBIT A

SUM-100

# SUMMONS (CITACION JUDICIAL)

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

JUN 04 2017

Sherri R. Carter, Executive Officer/Clerk

By M. Soto, Deputy  
Moses Soto

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

B&G FOODS, INC. PIRATE BRANDS, LLC., Does I through 10,  
inclusive

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

David Greenstein

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

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

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

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

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

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

Superior Court, Los Angeles County  
111 N. Hill St. Los Angeles, Ca. 90012 Staley Mosk Central Corthouse

CASE NUMBER:  
(Número del Caso)

BC 6 6 4 3 1 3

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):  
David Greenstein 17639 Sherman Way, A-35, Van Nuys, Ca. 91406 818-570-5660 Fax 818-337-3076

DATE:

(Fecha)

JUN 04 2017

SHERRI R. CARTER

Clerk, by

(Secretario)

M. Soto

Deputy

(Adjunto)

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

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

(SEAL)



### NOTICE TO THE PERSON SERVED: You are served

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):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

A6029

90012

David Greenstein  
17630 Sherman Way A-35  
Van Nuys, Ca. 91406  
818-570-5660  
1988jeopardychampion@gmail.com  
Plaintiff Pro Per

**FILED**  
Filed in Form 100 (C.R. 3.1) dated: 6/27/17  
Amount Unpaid \$86637  
Plus a one time administrative fee upon judgment if the party becomes a judgment creditor (GC \$6103.5, 68638)

72  
KWAN

**FILED**  
Superior Court of California  
County of Los Angeles  
JUN 03 2017  
Sherri R. Carter, Executive Officer/Clerk  
By M. Soto Deputy  
Moses Soto

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

DAVID GREENSTEIN

Plaintiff,

vs.

B&G FOODS, INC. PIRATE BRANDS,  
LLC., Does I through 10, inclusive

Defendants

Case No.: **BC 664313**

COMPLAINT FOR FALSE, MISLEADING  
AND DECEPTIVE BUSINESS PRACTICES,  
INJUNCTION, and FRAUD,  
Calif. B&P §17200 & §17500

JURY TRIAL DEMANDED

BY FAX

Plaintiff brings this complaint against Defendants, under the laws of the State of California seeking remedies only within California.

While plaintiff is suing only under California laws, references are made to federal laws and F.D.A. positions since to a large degree, California Consumer Protection laws are based on or similar to federal laws. F.D.A. positions, while not laws, are considered as authoritative guidelines by many courts.

06/30/2017

1 The true names and capacities of the Doe defendants are unknown to plaintiff and will be  
2 identified when they are ascertained.

3 Hereinafter, Pirate Brands, LLC is referred to as "Pirate,," and B&G Foods, Inc. is  
4 referred to as "B&G."  
5

6 **PRELIMINARY STATEMENT APPLICABLE TO**  
7 **ALL CAUSES OF ACTION.**

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2. The heart of this complaint is that defendants, manufactured, marketed and transported within the jurisdiction of this court, a certain product, being packaged in such a manner that it contained excessive slack fill, which slack-fill served no function that would benefit the Product or the consumer. Further, that the packages were constructed, and the product so packaged, that plaintiff could not fully view the content thereof, that would allow him to see the actual amount of product in the package in relation to the slack fill and to be able to compare defendants' product with other similar Product to find the best buy.
  3. The product was purchased at Los Angeles California on April 3, 2017, and plaintiff paid \$2.00 for it.
  4. The product referenced herein is Pirate Booty, Aged White Cheddar, 1/2oz.
  5. The package of the product is 7" high and 5" Wide.
  6. The available space for product, if the package were to be packed 100% full, which is unrealistic and most likely impossible, would be 5 3/8"

- 1 7. The package is opaque plastic and is so constructed, that there is no way
- 2 plaintiff or any consumer could fully view the content of the package.
- 3 "Content", being both product and slack fill.
- 4
- 5 8. The actual product takes up 2 3/8% of the space available for product, which
- 6 leaves 44.44% slack fill.
- 7
- 8 9. When enacting California's Consumer Protection laws, the legislature made
- 9 the intent of these laws clear when it said:

*Bus. & Prof. Code 12601, et seq., enacted into law by the California legislature has at its core a significant public policy: "to protect purchasers of any commodity within its provisions against deception or misrepresentation. Packages and their labels should enable consumers to obtain accurate information as to the quantity of the contents and should facilitate value comparisons. It is hereby declared to be the policy of the Legislature to assist in attaining these goals." These policies can never be waived by any contract express or implied between a producer, distributor or consumer.*

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- 17 10. Slack fill the difference between the actual capacity of a container and the
- 18 volume of the product it contains.
- 19
- 20 11. The product was purchased by plaintiff in February 2017 in Los Angeles
- 21 County, California.

### NATURE OF THE ACTION

- 22
- 23
- 24 12. Defendants, with intent to induce plaintiff and other consumers to purchase
- 25 these Product, manufactures, markets and sells it in a package made, formed
- 26 and filled as to be misleading and by reason of it containing excessive slack fill,
- 27 in violation of California Business and Professions Code §12606 (b) and the
- 28

1 Federal Food Drug & Cosmetic Act ("FDCA") Section 403(d) (21 U.S.C.  
2 343(d)), the Code of Federal Regulations Title 21 part 100, *et. seq.*

3  
4 13. The following facts support the above conclusions, there is no way plaintiff  
5 could fully view the content of the package so as to be able to make  
6 comparison between this Product and other similar product to know which  
7 product was the better buy.

8  
9 14. Plaintiff did not expect the packages to be crammed full of product, or filled  
10 to the full available space; plaintiff understands and acknowledges that there  
11 are legitimate reasons for a certain amount of slack fill.

12 15. Plaintiff contends that a large percentage of the slack fill in the package serves  
13 no benefit to the product or the consumer, and thus is non-functional in  
14 violation of California laws.

15  
16 16. As a result of the packaging as detailed herein, plaintiff was misled into  
17 believing the package had much more product than it actually did: When, at  
18 first glance, plaintiff saw the package, he believed it contained much more  
19 product than it actually did.

20 17. Even though some of Defendant's slack-fill may have functional justifications  
21 related to, among other things, packaging requirements, Defendant's total  
22 slack-fill appears to exceed the amount necessary for any legitimate purpose.

23  
24 18. Plaintiff viewed Defendant's misleading Product packaging, and reasonably  
25 relied in substantial part on its implicit representations of quantity and volume  
26 when purchasing the Product. Plaintiff was thereby deceived into deciding to  
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1 purchase the Product, whose packaging misrepresented the quantity of Product  
2 contained therein,

3  
4 19. On information and belief, defendant, manufactured, marketed and sold the  
5 Product throughout the State of California and other states, and purposefully  
6 and knowingly sold it with excessive slack-fill as part of a systematic practice  
7 to deceive consumers.

8  
9 20. Defendant has deceived Plaintiff and other consumers throughout California by  
10 misrepresenting the actual volume of the Product, inducing Plaintiff to  
11 reasonably rely on Defendant's misrepresentations and purchase the Product  
12 when he would not have purchased it otherwise.

13 21. Defendant has been unjustly enriched as a result of its unlawful conduct.

14  
15 22. On information and belief, through these unfair and deceptive practices,  
16 Defendant has collected millions of dollars from the sale of this Product that it  
17 would not have otherwise earned. Plaintiff brings this action primarily to stop  
18 Defendant's deceptive practice.

19  
20 23. Plaintiff expressly does not seek to contest or enforce any state law that has  
21 requirements beyond those established by federal laws or regulations.

22 **JURISDICTION AND VENUE**

23  
24 24. Venue is proper in this district as a substantial part of the events giving rise to  
25 Plaintiff's claims occurred in this District, and Defendant is subject to personal  
26 jurisdiction in this District. Plaintiff purchased Defendant's Product in Los  
27 Angeles County.  
28



**PARTIES**

25. Plaintiff David Greensein is, and at all relevant times hereto has been, a citizen of the State of California and County of Los Angeles County. Plaintiff purchased the Product for personal consumption within the State of California.

26. Defendant B&G is a New Jersey Corporation, doing business in California. Pirate is corporation and in some manner yet unknown, associated with B&G/

27. Plaintiff was injured when he was deprived of the benefit of his bargain.

Accordingly, he was injured in the amount of the percentage of the price equal to the percentage of non-functional slack-fill.

28. Should Plaintiff encounter the Product in the future, which he intends to purchase, he could not rely on the truthfulness of the packaging, absent corrective bringing the package in compliance with the applicable laws.

29. The labeling, packaging, and advertising for the Product, relied upon by Plaintiff, were prepared and/or approved by Defendants and their agents, and were disseminated by Defendants and their agents through advertising containing the misrepresentations alleged herein. Such labeling, packaging and advertising were designed to encourage plaintiff and other consumers to purchase the Product and reasonably misled the reasonable consumer, including Plaintiff into purchasing the Product. Defendants owned, marketed and distributed the Product, and created and/or authorized labeling, packaging and advertising for the Product.

## **FACTUAL ALLEGATIONS**

### **Federal and California Law Prohibit Misbranded**

#### **Foods with Non-Functional Slack-Fill**

30. Under § 403(d) of the FDCA (21 U.S.C. § 343(d)), a food shall be deemed to be misbranded "[i]" if its container is so made, formed, or filled as to be misleading." This is the same language used in California Business and Professions Code §12606, et seq.

#### **Defendant's Product Contain Slack-Fill**

31. Slack-fill is the difference between the actual capacity of a container and the volume of product contained within it.

32. Defendant's Product contains approximately 44.44% Slack fill

#### **Some of Defendant's Slack-Fill is Non-Functional**

33. The FDA has defined non-functional slack-fill as any slack-fill in excess of that required to achieve the functional purposes listed in 21 C.F.R. § 100.100(a):

34. FDA advises that the exceptions to the definition of "nonfunctional slack-fill" in § 100.100(a) apply to that portion of the slack-fill within a container that is necessary for, or results from, a specific function or practice, e.g., the need to protect a product. Slack-fill in excess of that necessary to accomplish a particular function is nonfunctional slack-fill. Thus, the exceptions in § 100.100(a) provide only for that amount of slack-fill that is necessary to accomplish a specific function. FDA advises that these exceptions do not

1 exempt broad categories of food, such as gift Product and convenience foods,  
 2 from the requirements of section 403(d) of the act. For example, §  
 3 100.100(a)(2) recognizes that some slack-fill may be necessary to  
 4 accommodate requirements of the machines used to enclose a product in its  
 5 container and is therefore functional slack-fill. However, § 100.100(a)(2) does  
 6 not exempt all levels of slack-fill in all mechanically packaged Product from  
 7 the definition of nonfunctional slack-fill. 58 FR 64123, 64126  
 8

9  
 10 35. While some portion of the slack-fill in Defendant's Product may be justified as  
 11 functional based on the exemptions in California laws, this does not justify  
 12 slack-fill that is in excess of that required to serve a legitimate purpose  
 13 protecting contents, accommodating the machines that enclose the contents,  
 14 accommodating settling, etc. Such slack fill serves no purpose other than to  
 15 mislead consumers about the quantity of food they are actually purchasing. See  
 16 *Waldman v. New Chapter, Inc.*, 714 F. Supp. 2d 398, 405 (E.D.N.Y.  
 17 2010) ("Misleading consumers is not a valid reason to package a product with  
 18 slack-fill. See 21 C.F.R. § 100.100(a)(1- 6).").  
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21 **Defendant's Slack-Fill is Deceptive and Misleading**

22 36. On information and belief, the real explanation for the high percentage of slack  
 23 fill in the package lies in Defendant's desire to mislead consumers about how  
 24 much product they are actually purchasing and thus increase sales and profits  
 25  
 26 37. Even if Defendant's net weight disclosures are accurate, such does not eliminate  
 27 this basic deception. The FDA has confirmed this in unequivocal terms:  
 28

1 (The) FDA disagrees with the comments that stated that net weight statements protect  
2 against misleading fill. FDA finds that the presence of an accurate net weight statement does  
3 not eliminate the misbranding that occurs when a container is made, formed, or filled so as to  
4 be misleading. 58 FR 64123, 64128

5 Section 403(e) of the act requires packaged food to bear a label containing an accurate  
6 statement of the quantity of contents. This requirement is separate and in addition to section  
7 403(d) of the act. To rule that an accurate net weight statement protects against misleading  
8 fill would render the prohibition against misleading fill in section 403(d) of the act redundant.  
9 In fact, Congress stated (S. Rept. No. 493, 73d Cong., 2d sess. 9 (1934)) in arriving at section  
10 403(d) of the act that that section is "intended to reach deceptive methods of filling where the  
11 package is only partly filled and, despite the declaration of quantity of contents on the label,  
12 creates the impression that it contains more food than it does." Thus, Congress clearly intended  
13 that failure to comply with either section would render a food to be misbranded. 58 FR 64123,  
14 64128-64129

15 38. While consumers may have come to expect some slack-fill in boxed Product,  
16 this too does not eliminate Defendant's deception. The FDA has stated that  
17 "although consumers may become used to the presence of nonfunctional slack-fill in  
18 a particular product or product line, the recurrence of slack-fill over an extended period  
19 of time does not legitimize such slack-fill if it is nonfunctional." 58 FR 64123, 64131.

20 39. At the point of sale, Plaintiff did not know, and had no reason to know, that the  
21 Product contained excessive slack-fill as set forth herein, and would not have  
22 bought the Product at the given prices had they known the truth about them.

23 40. Defendant's Product packaging was a material factor in Plaintiff's decision to  
24 purchase the Product because reasonable consumers would attach importance  
25 to the quantity of food they believe they are purchasing.  
26  
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1 41. Plaintiff reasonably relied on the size of the Product's packaging to infer how  
 2 much product he was purchasing and reasonably believed that the bag was filled  
 3 as closely to capacity as functionally possible. The FDA has explained why  
 4 such reliance is reasonable:  
 5

6 *Consumers develop expectations as to the amount of product they are purchasing*  
 7 *based, at least in part, on the size of the container. The congressional report that*  
 8 *accompanied the FPLA stated: "Packages have replaced the salesman. Therefore, it is*  
 9 *urgently required that the information set forth on these packages be sufficiently adequate*  
 10 *to apprise the consumer of their contents and to enable the purchaser to make value*  
 11 *comparisons among comparable Product" (H.R. 2076, 89th Cong., 2d sess., p. 7*  
 12 *(September 23, 1966)). Thus, packaging becomes the "final salesman" between the*  
 13 *manufacturer and the consumer, communicating information about the quantity and*  
 14 *quality of product in a container. Further, Congress stated (S. Rept. 361, supra at 9) that*  
 15 *"Packages only partly filled create a false impression as to the quantity of food which they*  
 16 *contain despite the declaration of quantity of contents on the label. 58 FR 64123, 64131*

17 42. Congress recognized that the size of a package is in and of itself a kind of sales  
 18 pitch, even if not made with words or numbers. Thus, consumers can reasonably  
 19 rely on packaging size as a representation of quantity regardless of whatever is  
 20 printed on the label. And manufacturers, and in some instances, retailers, under  
 21 some circumstances can be held responsible for non-functional slack-fill  
 22 regardless of whatever else they say.

23 43. Defendant might argue that Plaintiff should not have relied on the packaging's  
 24 size to infer its contents because they could have manipulated the packaging in  
 25 order to acquire a sense of the slack-fill therein (i.e., shaking the package to  
 26 hear the Product rustling or poking it to feel the air). None of these could be  
 27  
 28

done due to the nature of the packaging. But on this point, the FDA has stated that such manipulation cannot be reasonably expected of consumers:

44. (The) FDA advises that the entire container does not need to be transparent to allow consumers to fully view its contents, i.e., a transparent lid may be sufficient depending on the conformation of the package. On the other hand, FDA finds that devices, such as a window at the bottom of a package, that require consumers to manipulate the package, e.g., turning it upside down and shaking it to redistribute the contents, do not allow consumers to fully view the contents of a container. FDA finds that such devices do not adequately ensure that consumers will not be misled as to the amount of product in a package. Therefore, such foods remain subject to the requirements in § 100.100(a) that slack-fill in the container be functional slack-fill. 58 FR 64123, 64128

**FIRST CAUSES OF ACTION AGAINST ALL DEFENDANTS FOR  
INJUNCTION FOR VIOLATIONS CALIFORNIA'S BUSINESS AND PROFESSIONS  
CODE SECTION §17200 and 17500., ET SEC**

45. Plaintiff realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

46. The deceptive acts and practices referenced herein were directed at consumers.

47. On information and belief, unless restrained by this court, defendants will continue to manufacture, transport and sell the Product in their present form.

**SECOND CAUSE OF ACTION AGAINST  
ALL DEFENDANTS FOR FRAUD**

48. Plaintiff realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

**DETAILED ALLEGATIONS OF FRAUD.**

1 The parties responsible for the fraud are B&G FOODS, INC. PIRATE BRANDS, LLC., Does I  
2 through 10, inclusive who act by and through their officers and agents.

3 49. The method of the fraud was as alleged, intentionally making a package that gave plaintiff  
4 the impression there was more product in it than there actually was.

5 50. The fraud occurred when the Product was put on display for plaintiff to see; this was on the  
6 date he purchased them and paid for it.

7 51. By making the packages and displaying them as alleged, defendants had actual knowledge  
8 the packages were misleading and deceptive.

9 52. The package itself made an implied representation that it contained more product than it  
10 actually did, and defendants knew and supported this misrepresentation.

11 53. Plaintiff was induced by, and relied upon, Defendant's false and misleading representations  
12 and did not know the truth about the Product at the time they purchased it.

13 54. Defendant knew of its false and misleading representations at the time the packages were  
14 made and placed for sale. Defendant nevertheless continued to promote and encourage  
15 consumers, including plaintiff to purchase the Product in a misleading and deceptive manner,  
16 intending that Plaintiff rely on its misrepresentations.

17 55. Plaintiff has been injured as a result of Defendant's conduct in overpaying for the amount of  
18 product he received in relation to what he reasonably expected to get.

19 56. Defendant is liable to Plaintiff for damages sustained as a result of Defendant's conduct. In  
20 order for Plaintiff to be made whole, he needs to receive a refund consisting of the percentage  
21 of the purchase price equal to the percentage of non-functional slack-fill in the Product.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, prays for relief and judgment against all the named



1 Defendant as follows:

- 2
- 3 (A) General damages as proven at trial;
- 4 (B) Attorney fees as may be allowed by law if plaintiff retains an attorney to represent
- 5 him in this matter.
- 6 (C) For injunctive orders that the Product referenced shall not be distributed for sale or
- 7 sold in California.
- 8

- 9 i. Plaintiff requests the injunctive orders be made on such terms that
- 10 will allow defendants time to make any necessary changes to the
- 11 packaging; to sell stock already on shelves and in warehouses so as
- 12 to minimize costs of compliance with such order.
- 13

- 14 (D) For punitive and/or exemplary damages to be paid to a
- 15 charity agreed between defendants and plaintiff, but in no
- 16 case, to be paid to plaintiff.
- 17

- 18 (C) All costs of suit; and
- 19 (D) Such other orders as this court deems proper.
- 20

21   
22 DAVID GREENSTEIN  
23  
24  
25  
26



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, telephone number, and address): <b>David Greenstein</b> 17639 Sherman Way A-35 Van Nuys, California 91406  TELEPHONE NO.: 818-570-5660 FAX NO.: 818-337-3076 ATTORNEY FOR (Name): <b>Plaintiff Pro Per</b>		<b>FOR COURT USE ONLY</b>  <div style="font-size: 24pt; font-weight: bold;">FILED</div> Superior Court of California County of Los Angeles  <div style="font-size: 18pt;">JUN 07 2017</div> Sherri R. Carter, Executive Officer/Clerk By <u>M. Soto</u> , Deputy <div style="font-size: 18pt; font-weight: bold;">BC 664313</div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>LOS ANGELES</b> STREET ADDRESS: <b>111 N. Hill St.</b> MAILING ADDRESS: <b>Same</b> CITY AND ZIP CODE: <b>Los Angeles, California 90012</b> BRANCH NAME: <b>Stanley Mosk Central Courthouse</b>			
CASE NAME: <b>Greenstein v. B&amp;G, et al</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **2**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 27, 2017

David Greenstein

(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 P/DPD/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/DPD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/DPD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/DPD/WD

## Non-PI/DPD/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/DPD/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:  
Greenstein v. B&G

CASE NUMBER

BC 664313

**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.

*BY FAX*

**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 all that apply)	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: <b>Greenstein v. B&amp;G</b>	CASE NUMBER
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Non-Personal Injury/Property Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Sections - See Step Above
Business Tort (07)	<input checked="" 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 type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 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 <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
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-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: <b>Greenstein v. B&amp;G</b>	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
<b>Judicial Review</b>	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
<b>Provisionally Complex Litigation</b>	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
<b>Enforcement of Judgment</b>	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
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/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: Greenstein v. B&G	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 type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 100 W.1st St,
CITY: Los Angeles	STATE: Ca	ZIP CODE: 90012	

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

Dated: mAY 27, 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. 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.

06/09/2017

**FW-003****Order on Court Fee Waiver  
(Superior Court)**

Clerk stamps date here when form is filed.

**FILED**Superior Court of California  
County of Los Angeles

JUN 05 2017

Sherri R. Carter, Executive Officer/Clerk

By Jaima Alexander Deputy

Fill in court name and street address:

Superior Court of California, County of  
LOS ANGELES

111 N. Hill St.

Los Angeles, Ca. 90012

Stanley Mosk Courthouse

Central District

Fill in case number and name:

Case Number:

**BC 664313**

Case Name:

Greenstein v. B&amp;G

**1 Person who asked the court to waive court fees:**Name: David GreensteinStreet or mailing address: 17639 Sherman Way A-35City: Van Nuys State: Ca Zip: 91406**2 Lawyer, if person in 1 has one (name, address, phone number, e-mail, and State Bar number):****3 A request to waive court fees was filed on (date):** JUN 05 2017☐ The court made a previous fee waiver order in this case on (date):**Read this form carefully. All checked boxes ☒ are court orders.**

**Notice:** The court may order you to answer questions about your finances and later order you to pay back the waived fees. If this happens and you do not pay, the court can make you pay the fees and also charge you collection fees. If there is a change in your financial circumstances during this case that increases your ability to pay fees and costs, you must notify the trial court within five days. (Use form FW-010.) If you win your case, the trial court may order the other side to pay the fees. If you settle your civil case for \$10,000 or more, the trial court will have a lien on the settlement in the amount of the waived fees. The trial court may not dismiss the case until the lien is paid.

**4 After reviewing your:** ☐ Request to Waive Court Fees ☐ Request to Waive Additional Court Fees  
**the court makes the following orders:****a. ☒ The court grants your request, as follows:****(1) ☒ Fee Waiver.** The court grants your request and waives your court fees and costs listed below. (Cal. Rules of Court, rules 3.55 and 8.818.) You do not have to pay the court fees for the following:

- Filing papers in Superior Court
- Making copies and certifying copies
- Sheriff's fee to give notice
- Court fee for phone hearing
- Reporter's fee for attendance at hearing or trial, if reporter provided by the court
- Assessment for court investigations under Probate Code section 1513, 1826, or 1851
- Preparing, certifying, copying, and sending the clerk's transcript on appeal
- Holding in trust the deposit for a reporter's transcript on appeal under rule 8.130 or 8.834
- Making a transcript or copy of an official electronic recording under rule 8.835
- Giving notice and certificates
- Sending papers to another court department
- Court-appointed interpreter in small claims court

**(2) ☐ Additional Fee Waiver.** The court grants your request and waives your additional superior court fees and costs that are checked below. (Cal. Rules of Court, rule 3.56.) You do not have to pay for the checked items.

- ☐ Jury fees and expenses
- ☐ Fees for court-appointed experts
- ☐ Other (specify): \_\_\_\_\_
- ☐ Fees for a peace officer to testify in court
- ☐ Court-appointed interpreter fees for a witness

Your name: \_\_\_\_\_

Case Number: \_\_\_\_\_

b. ☐ The court denies your fee waiver request, as follows:

**Warning!** If you miss the deadline below, the court cannot process your request for hearing or the court papers you filed with your original request. If the papers were a notice of appeal, the appeal may be dismissed.

- (1) ☐ The court denies your request because it is incomplete. You have **10 days** after the clerk gives notice of this order (see date of service on next page) to:
- Pay your fees and costs, or
  - File a new revised request that includes the items listed below (*specify incomplete items*):

- (2) ☐ The court denies your request because the information you provided on the request shows that you are not eligible for the fee waiver you requested (*specify reasons*): \_\_\_\_\_

The court has enclosed a blank *Request for Hearing About Court Fee Waiver Order (Superior Court)*, form FW-006. You have **10 days** after the clerk gives notice of this order (see date of service below) to:

- Pay your fees and costs in full or the amount listed in c. below, or
- Ask for a hearing in order to show the court more information. (*Use form FW-006 to request hearing.*)

- c. ☐ The court needs more information to decide whether to grant your request. You must go to court on the date below. The hearing will be about (*specify questions regarding eligibility*): \_\_\_\_\_

- ☐ Bring the following proof to support your request if reasonably available: \_\_\_\_\_

Name and address of court if different from above: \_\_\_\_\_

Hearing  
Date

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

Time: \_\_\_\_\_

Dept.: \_\_\_\_\_

Room: \_\_\_\_\_

**Warning!** If item c is checked, and you do not go to court on your hearing date, the judge will deny your request to waive court fees, and you will have 10 days to pay your fees. If you miss that deadline, the court cannot process the court papers you filed with your request. If the papers were a notice of appeal, the appeal may be dismissed.

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

JUN 05 2017

Signature of (check one): \_\_\_\_\_



Judicial Officer



Clerk, Deputy



**Request for Accommodations.** Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least 5 days before your hearing. Contact the clerk's office for *Request for Accommodation*, Form MC-410. (Civil Code, § 54.8.)

**Clerk's Certificate of Service**

I certify that I am not involved in this case and (*check one*): ☐ A certificate of mailing is attached.

☐ I handed a copy of this order to the party and attorney, if any, listed in (1) and (2) at the court, on the date below.

☐ This order was mailed first class, postage paid, to the party and attorney, if any, at the addresses listed in (1) and (2), from (city): \_\_\_\_\_, California on the date below.

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

Clerk, by \_\_\_\_\_

Deputy

**This is a Court Order.**



1 J. Noah Hagey, Esq. (SBN 262331)  
2 [hagey@braunhagey.com](mailto:hagey@braunhagey.com)  
3 Matthew Borden, Esq. (SBN: 214323)  
4 [borden@braunhagey.com](mailto:borden@braunhagey.com)  
5 Amit Rana, Esq. (SBN: 291912)  
6 [rana@braunhagey.com](mailto:rana@braunhagey.com)  
7 BRAUNHAGEY & BORDEN LLP  
8 220 Sansome Street, 2nd Floor  
9 San Francisco, CA 94104  
10 Telephone: (415) 599-0210  
11 Facsimile: (415) 276-1808

12 ATTORNEYS FOR DEFENDANTS  
13 B&G FOODS, INC. AND PIRATE BRANDS, LLC

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SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

DAVID GREENSTEIN,

Plaintiff,

v.

B&G FOODS, INC. and PIRATE BRANDS,  
LLC, Does 1 through 10, inclusive.

Defendant(s).

Case No. BC664313

DEFENDANTS B&G FOODS, INC.'S  
AND PIRATE BRANDS, LLC'S  
ANSWER TO COMPLAINT

Complaint Filed: June 5, 2017  
Trial Date: None Set

CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

JUN 30 2017

Sherri R. Carter, Executive Officer/clerk  
By Shaunya Bolden, Deputy

1 Defendants B&G Foods, Inc. and Pirate Brands, LLC (“Defendants”) hereby answer  
2 Plaintiff David Greenstein’s (“Plaintiff” or “Greenstein”) complaint as follows:

3 **GENERAL DENIAL**

4 Pursuant to California Code of Civil Procedure § 431.30(d), Defendants generally deny  
5 each and every allegation of Plaintiff’s complaint, and further deny that Plaintiff is entitled to any  
6 remedy or relief as a result of any alleged act or omission by Defendants.

7 **AFFIRMATIVE DEFENSES**

8 Defendants set forth below its defenses and affirmative defenses. Each defense and  
9 affirmative defense is asserted as to all causes of action against it. By setting forth these defenses  
10 and affirmative defenses, Defendant does not assume the burden of proving any fact, issue, or  
11 element of a claim where such burden properly belongs to Plaintiff. Plaintiff also reserves the right  
12 to allege additional defenses and affirmative defenses as they become known or as they evolve  
13 during litigation.

14 **FIRST AFFIRMATIVE DEFENSE**

15 **(Failure to State a Claim)**

16 Greenstein has failed to state facts sufficient to constitute a claim upon which relief can be  
17 granted.

18 **SECOND AFFIRMATIVE DEFENSE**

19 **(Frivolous Pleading)**

20 Greenstein’s claims are knowingly false, have no basis in law, and were filed for an improper  
21 purpose.

22 **THIRD AFFIRMATIVE DEFENSE**

23 **(Lack of Causation)**

24 To the extent Greenstein suffered any of the injuries, losses, or damages described  
25 in the complaint, which Defendants deny, such injuries, losses, or damages were not proximately  
26 caused by Defendants’ conduct.

**FOURTH AFFIRMATIVE DEFENSE****(Consent)**

Greenstein consented to the matters complained of in the complaint, and such consent was both expressed and implied.

**FIFTH AFFIRMATIVE DEFENSE****(No Damages)**

Greenstein has not been damaged in any amount, matter, or at all by reason of any of the acts alleged against Defendants in the complaint, and therefore the relief prayed for in the complaint cannot be granted.

**SIXTH AFFIRMATIVE DEFENSE****(Absence of Fraud)**

Greenstein's claims fail because Defendants did not engage in acts, practices, or courses of business which were fraudulent, deceptive, or manipulative with respect to any involved parties.

**SEVENTH AFFIRMATIVE DEFENSE****(Good Faith)**

Greenstein's claims fail because Defendants acted with good faith in connection with all facts alleged in the complaint.

**EIGHTH AFFIRMATIVE DEFENSE****(Attorney's Fees Not Recoverable)**

Greenstein is not entitled to recover any of its attorney's fees, costs, or expenses it incurs in connection with this dispute under the applicable law.

**NINTH AFFIRMATIVE DEFENSE****(Waiver)**

Greenstein, by reason of his knowledge, statements, and conduct, has waived any rights he may have for any acts or omissions of Defendants and any further obligations or liabilities they may have owed to Greenstein, thereby barring each of his claims for relief.

**TENTH AFFIRMATIVE DEFENSE**

**(Accord and Satisfaction)**

One or more of Greenstein's claims and/or the relief he seeks are barred by the doctrine of accord and satisfaction.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Lack of Standing)**

Greenstein lacks standing to bring one or more of the causes of action alleged in his complaint.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

One or more of Greenstein's claims and/or the relief he seeks are barred by the doctrine of estoppel.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

One or more of Greenstein's claims and/or the relief he seeks are barred by the doctrine of unclean hands.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Lack of Privity)**

One or more of Greenstein's claims and/or the relief he seeks are barred because he lacks privity with Defendants

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Laches)**

One or more of Greenstein's claims and/or the relief he seeks are barred by the doctrine of laches.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Mootness)**

One or more of Greenstein's claims and/or the relief he seeks are moot.

1 Dated: June 30, 2017

Respectfully Submitted,

2 BRAUNHAGEY & BORDEN LLP

3  
4 By: 

Matthew Borden

5  
6 *Attorneys for Defendants B&G Foods, Inc.*  
7 *and Pirate Brands, LLC*

1 J. Noah Hagey, Esq. (SBN 262331)  
hagey@braunhagey.com  
2 Matthew Borden, Esq. (SBN: 214323)  
borden@braunhagey.com  
3 Amit Rana, Esq. (SBN: 291912)  
rana@braunhagey.com  
4 BRAUNHAGEY & BORDEN LLP  
220 Sansome Street, 2nd Floor  
5 San Francisco, CA 94104  
Telephone: (415) 599-0210  
6 Facsimile: (415) 276-1808

7 ATTORNEYS FOR DEFENDANTS  
8 B&G FOODS, INC. AND PIRATE BRANDS, LLC  
9  
10  
11

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

12  
13 DAVID GREENSTEIN,

14 Plaintiff,

15 v.

16 B&G FOODS, INC. and PIRATE BRANDS,  
17 LLC, Does 1 through 10, inclusive.

18 Defendant(s).  
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**CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court**

**JUN 30 2017**

Sherri R. Carter, Executive Officer/Clerk  
By Shaunya Bolden, Deputy

Case No. BC664313

*PROOF of Service*  
**DEFENDANTS B&G FOODS, INC.'S  
AND PIRATE BRANDS, LLC'S  
ANSWER TO COMPLAINT**

**Complaint Filed:** June 5, 2017  
**Trial Date:** None Set

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 I, Victoria Tong, declare:

3 I am over the age of 18 years and not a party to this action. My business address is  
4 BraunHagey & Borden LLP; 220 Sansome Street, 2nd Floor; San Francisco, CA 94104 which is  
5 located in the county where the service described below occurred.

6 On June 30, 2017, at my place of business, I served the following document:

7 **1. DEFENDANTS B&G FOODS, INC.'S AND PIRATE BRANDS, LLC'S ANSWER  
TO COMPLAINT**

8 for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid,  
9 addressed to:

10  
11 David Greenstein  
12 17630 Sherman Way A-35  
13 Van Nuys, CA 91406  
[1998jeopardychampion@gmail.com](mailto:1998jeopardychampion@gmail.com)

14  
15 I declare under penalty of perjury the foregoing to be true and correct. Executed at San  
16 Francisco, California on June 30, 2017.

17  
18 Victoria Tong



1 J. Noah Hagey, Esq. (SBN: 262331)  
2 [hagey@braunhagey.com](mailto:hagey@braunhagey.com)  
3 Matthew Borden, Esq. (SBN: 214323)  
4 [borden@braunhagey.com](mailto:borden@braunhagey.com)  
5 Amit Rana, Esq. (SBN: 291912)  
6 [rana@braunhagey.com](mailto:rana@braunhagey.com)  
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13 ATTORNEYS FOR DEFENDANTS  
14 B&G Foods, Inc. and Pirate Brands, LLC  
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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

DAVID GREENSTEIN,

Plaintiff,

v.

B&G FOODS, INC. and PIRATE  
BRANDS, LLC, Does 1 through 10,  
inclusive.

Defendant(s).

Case No. 2:17-cv-04839

**CERTIFICATE OF SERVICE**



1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 I, Victoria Tong, declare:

3 I am over the age of 18 years and not a party to this action. My business  
4 address is BraunHagey & Borden LLP; 220 Sansome Street, 2nd Floor; San  
5 Francisco, CA 94104 which is located in the county where the service described  
6 below occurred.

7 On June 30, 2017, at my place of business, I served the following documents:

- 8 **1. DEFENDANTS B&G FOODS, INC.'S AND PIRATE BRANDS, LLC'S**  
**NOTICE OF REMOVAL**
- 9 **2. DECLARATION OF SCOTT E. LERNER, ESQ. IN SUPPORT OF**  
10 **DEFENDANTS B&G FOODS, INC.'S AND PIRATE BRANDS, LLC'S**  
11 **NOTICE OF REMOVAL**
- 12 **3. EXHIBIT A TO DEFENDANTS B&G FOODS, INC.'S AND PIRATE**  
13 **BRANDS, LLC'S NOTICE OF REMOVAL**
- 14 **4. CIVIL COVER SHEET**
- 15 **5. NOTICE OF INTERESTED PARTIES PURSUANT TO FED. R. CIV. P.**  
16 **RULE 7.1 AND L.R. 7.1-1**

17 for deposit in the United States Postal Service in a sealed envelope, with postage  
18 fully prepaid, addressed to:

19 David Greenstein  
17630 Sherman Way A-35  
Van Nuys, CA 91406

20 [1998jeopardychampion@gmail.com](mailto:1998jeopardychampion@gmail.com)

David Greenstein  
17639 Sherman Way A-35  
Van Nuys, CA 91406

21 [1998jeopardychampion@gmail.com](mailto:1998jeopardychampion@gmail.com)

22 I declare under penalty of perjury the foregoing to be true and correct.

23 Executed at San Francisco, California on June 30, 2017.

24  
25 Victoria Tong

