

**SUMMONS**  
**(CITACION JUDICIAL)**

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

VALU MART CO., a California Corporation; and DOES 1-20

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

CONSUMER ADVOCACY GROUP, INC., in the public interest.

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

**CONFORMED COPY**  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

OCT 10 2017

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

**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.

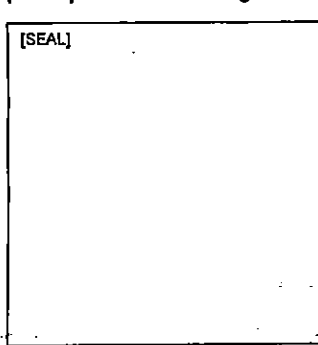
The name and address of the court is:  
*(El nombre y dirección de la corte es):* Stanley Mosk Courthouse  
111 North Hill Street  
Los Angeles, CA 90012

CASE NUMBER:  
*(Número del Caso):* BC 679776

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):*  
Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd. Suite 240W, Beverly Hills, CA 90212, 310.623.1926

DATE: October 10, 2017 **OCT 10 2017** **SHERRI R. CARTER** Clerk, by **M. Soto**, Deputy  
*(Fecha)* *(Secretario)* *(Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)*  
*(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).*



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
  - as the person sued under the fictitious name of *(specify):*
  - on behalf of *(specify):*  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other *(specify):*
  - by personal delivery on *(date):*

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Reuben Yeroushalmi (SBN-193981)  
Yeroushalmi & Yeroushalmi  
9100 Wilshire Blvd., Suite 240W  
Beverly Hills, CA 90212  
TELEPHONE NO. 310.623.1926 FAX NO: 310.623.1930  
ATTORNEY FOR (Name): Consumer Advocacy Group, Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 North Hill Street  
MAILING ADDRESS: 111 North Hill Street  
CITY AND ZIP CODE: Los Angeles 90012  
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:  
Consumer Advocacy Group, Inc. v. Valu Mart Co., 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)

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County of Los Angeles  
OCT 10 2017  
Sherri R. Carter, Executive Officer/Clerk  
By M. Soto, Deputy  
Moses Soto

CASE NUMBER:  
**BC 679776**  
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><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)  | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)   | <b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)   | <b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)  |
| <b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) | <b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)  | <b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)  |
| <b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15)   | <b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39)  | <b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43)  |

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input 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): 7
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: 10/10/2017  
Reuben Yeroushalmi  
(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.

## 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
  - Other PI/PD/WD

## 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

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

**This form is required pursuant to LASC 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 <sup>10-12</sup>  HOURS/  DAYS

Item II. Select 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 Los Angeles Superior Court Local Rule 2.0.

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

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Class Actions must be filed in the County Courthouse, Central District.</li> <li>2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> </ol> |
|---|--|

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

COPY  
 Auto Tort  
 Other Personal Injury/Property Damage/Wrongful Death Tort  
 Non-Personal Injury/Property Damage/Wrongful Death Tort

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
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.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	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	1., 2., 4.
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

SHORT TITLE: Consumer Advocacy Group v. Valu Mart, Co.	CASE NUMBER
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Employment

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.

Contract

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.

Real Property

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.

Judicial Review Unlawful Detainer

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-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
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.



SHORT TITLE: Consumer Advocacy Group v. Valu Mart, Co.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 9100 Wilshire Blvd. Suite 240W
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90212

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 Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: October 10, 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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.

1 Reuben Yeroushalmi (SBN 193981)  
2 Peter T. Sato (SBN 238486)  
3 Ben Yeroushalmi (SBN 232540)  
4 **YEROUSHALMI & YEROUSHALMI**  
5 An Association of Independent Law Corporations  
6 9100 Wilshire Boulevard, Suite 240W  
7 Beverly Hills, California 90212  
8 Telephone: 310.623.1926  
9 Facsimile: 310.623.1930

10 Attorneys for Plaintiff,  
11 Consumer Advocacy Group, Inc.

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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

OCT 10 2017

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

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES**

14 CONSUMER ADVOCACY GROUP, INC.,  
15 in the public interest,

16 Plaintiff,

17 v.

18 VALU MART CO., a California  
19 Corporation; and DOES 1-20;

20 Defendants.

CASE NO: **BC 6 7 9 7 7 6**

COMPLAINT FOR PENALTY AND  
INJUNCTION

Violation of Proposition 65, the Safe  
Drinking Water and Toxic Enforcement  
Act of 1986 (*Health & Safety Code*, §  
25249.5, *et seq.*)

ACTION IS AN UNLIMITED CIVIL  
CASE (exceeds \$25,000)

21 Plaintiff CONSUMER ADVOCACY GROUP, INC. alleges a cause of action against  
22 Defendants VALU MART CO., and DOES 1-20 as follows:

23 **THE PARTIES**

- 24 1. Plaintiff CONSUMER ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") is an  
25 organization qualified to do business in the State of California. CAG is a person within  
26 the meaning of Health and Safety Code section 25249.11, subdivision (a). CAG, acting  
27 as a private attorney general, brings this action in the public interest as defined under  
28 Health and Safety Code section 25249.7, subdivision (d).



- 1 2. Defendant VALU MART CO. (VALU MART), is a California Corporation doing  
2 business in the State of California at all relevant times herein.
- 3 3. Plaintiff is presently unaware of the true names and capacities of defendants DOES 1-20,  
4 and therefore sues these defendants by such fictitious names. Plaintiff will amend this  
5 complaint to allege their true names and capacities when ascertained. Plaintiff is  
6 informed, believes, and thereon alleges that each fictitiously named defendant is  
7 responsible in some manner for the occurrences herein alleged and the damages caused  
8 thereby.
- 9 4. At all times mentioned herein, the term "Defendants" includes VALU MART and DOES  
10 1-20.
- 11 5. Plaintiff is informed and believes, and thereon alleges that each of the Defendants at all  
12 times mentioned herein have conducted business within the State of California.
- 13 6. Upon information and belief, at all times relevant to this action, each of the Defendants,  
14 including DOES 1-20, was an agent, servant, or employee of each of the other  
15 Defendants. In conducting the activities alleged in this Complaint, each of the  
16 Defendants was acting within the course and scope of this agency, service, or  
17 employment, and was acting with the consent, permission, and authorization of each of  
18 the other Defendants. All actions of each of the Defendants alleged in this Complaint  
19 were ratified and approved by every other Defendant or their officers or managing agents.  
20 Alternatively, each of the Defendants aided, conspired with and/or facilitated the alleged  
21 wrongful conduct of each of the other Defendants.
- 22 7. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each of the  
23 Defendants was a person doing business within the meaning of Health and Safety Code  
24 section 25249.11, subdivision (b), and that each of the Defendants had ten (10) or more  
25 employees at all relevant times.

### 26 JURISDICTION

- 27 8. The Court has jurisdiction over this lawsuit pursuant to California Constitution Article  
28 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except

1 those given by statute to other trial courts. This Court has jurisdiction over this action  
2 pursuant to Health and Safety Code section 25249.7, which allows enforcement of  
3 violations of Proposition 65 in any Court of competent jurisdiction.

- 4 9. This Court has jurisdiction over Defendants named herein because Defendants either  
5 reside or are located in this State or are foreign corporations authorized to do business in  
6 California, are registered with the California Secretary of State, or who do sufficient  
7 business in California, have sufficient minimum contacts with California, or otherwise  
8 intentionally avail themselves of the markets within California through their manufacture,  
9 distribution, promotion, marketing, or sale of their products within California to render  
10 the exercise of jurisdiction by the California courts permissible under traditional notions  
11 of fair play and substantial justice.
- 12 10. Venue is proper in the County of Los Angeles because one or more of the instances of  
13 wrongful conduct occurred, and continues to occur, in the County of Los Angeles and/or  
14 because Defendants conducted, and continue to conduct, business in the County of Los  
15 Angeles with respect to the consumer product that is the subject of this action.

16 **BACKGROUND AND PRELIMINARY FACTS**

- 17 11. In 1986, California voters approved an initiative to address growing concerns about  
18 exposure to toxic chemicals and declared their right "[t]o be informed about exposures to  
19 chemicals that cause cancer, birth defects, or other reproductive harm." Ballot Pamp.,  
20 Proposed Law, Gen. Elec. (Nov. 4, 1986) at p. 3. The initiative, The Safe Drinking  
21 Water and Toxic Enforcement Act of 1986, codified at Health and Safety Code sections  
22 25249.5, *et seq.* ("Proposition 65"), helps to protect California's drinking water sources  
23 from contamination, to allow consumers to make informed choices about the products  
24 they buy, and to enable persons to protect themselves from toxic chemicals as they see  
25 fit.
- 26 12. Proposition 65 requires the Governor of California to publish a list of chemicals known to  
27 the state to cause cancer, birth defects, or other reproductive harm. *Health & Safety Code*  
28 § 25249.8. The list, which the Governor updates at least once a year, contains over 700

1 chemicals and chemical families. Proposition 65 imposes warning requirements and  
2 other controls that apply to Proposition 65-listed chemicals.

3 13. All businesses with ten (10) or more employees that operate or sell products in California  
4 must comply with Proposition 65. Under Proposition 65, businesses are: (1) prohibited  
5 from knowingly discharging Proposition 65-listed chemicals into sources of drinking  
6 water (*Health & Safety Code* § 25249.5), and (2) required to provide "clear and  
7 reasonable" warnings before exposing a person, knowingly and intentionally, to a  
8 Proposition 65-listed chemical (*Health & Safety Code* § 25249.6).

9 14. Proposition 65 provides that any person "violating or threatening to violate" the statute  
10 may be enjoined in any court of competent jurisdiction. *Health & Safety Code* § 25249.7.  
11 "Threaten to violate" means "to create a condition in which there is a substantial  
12 probability that a violation will occur." *Health & Safety Code* § 25249.11(e).  
13 Defendants are also liable for civil penalties of up to \$2,500.00 per day per violation,  
14 recoverable in a civil action. *Health & Safety Code* § 25249.7(b).

15 15. On December 2, 2005, the Governor of California added DBP to the list of chemicals  
16 known to the State to cause developmental, female, and male reproductive toxicity.  
17 Pursuant to Health and Safety Code sections 25249.9 and 25249.10, twenty (20) months  
18 after addition of DBP to the list of chemicals known to the State to cause reproductive  
19 toxicity, DBP became fully subject to Proposition 65 warning requirements and discharge  
20 prohibitions.

21 16. On February 27, 1987, the Governor of California added lead to the list of chemicals  
22 known to the State to cause reproductive toxicity (Cal. Code Regs. tit. 27, § 27001(c)).  
23 lead is known to the State to cause developmental, female, and male reproductive  
24 toxicity. Pursuant to Health and Safety Code sections 25249.9 and 25249.10, twenty (20)  
25 months after addition of lead to the list of chemicals known to the State to cause  
26 reproductive toxicity, lead became fully subject to Proposition 65 warning requirements  
27 and discharge prohibitions.

1 17. On October 1, 1992, the Governor of California added lead and lead compounds to the  
2 list of chemicals known to the State to cause cancer (Cal. Code Regs. tit. 27, § 27001(b)).  
3 Pursuant to Health and Safety Code sections 25249.9 and 25249.10, twenty (20) months  
4 after addition of lead and lead compounds to the list of chemicals known to the State to  
5 cause cancer, lead and lead compounds became fully subject to Proposition 65 warning  
6 requirements and discharge prohibitions.

7 18. Plaintiff identified certain practices of manufacturers and distributors of products bearing  
8 Di-n-Butyl Phthalate, also known as Dibutyl Phthalate ("DBP"), and Lead and Lead  
9 Compounds ("LEAD") of exposing, knowingly and intentionally, persons in California to  
10 the Proposition 65-listed chemicals of such products without first providing clear and  
11 reasonable warnings of such to the exposed persons prior to the time of exposure.  
12 Plaintiff later discerned that Defendants engaged in such practice.

#### 13 SATISFACTION OF PRIOR NOTICE

14 19. On or about January 3, 2017 Plaintiff gave notice of alleged violations of Health and  
15 Safety Code section 25249.6, concerning consumer products exposures subject to a  
16 private action to VALU MART and to the California Attorney General, County District  
17 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
18 people in whose jurisdictions the violations allegedly occurred, concerning the product  
19 Footwear, containing DBP.

20 20. On or about February 10, 2017, Plaintiff gave notice of alleged violations of Health and  
21 Safety Code section 25249.6, concerning consumer products exposures subject to a  
22 private action to VALU MART and to the California Attorney General, County District  
23 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
24 people in whose jurisdictions the violations allegedly occurred, concerning the product  
25 Ground Sage, containing LEAD.

26 21. On or about February 10, 2017, Plaintiff gave notice of alleged violations of Health and  
27 Safety Code section 25249.6, concerning consumer products exposures subject to a  
28 private action to VALU MART and to the California Attorney General, County District

1 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
2 people in whose jurisdictions the violations allegedly occurred, concerning the product  
3 Ground Ginger, containing LEAD.

4 22. On or about February 10, 2017, Plaintiff gave notice of alleged violations of Health and  
5 Safety Code section 25249.6, concerning consumer products exposures subject to a  
6 private action to VALU MART and to the California Attorney General, County District  
7 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
8 people in whose jurisdictions the violations allegedly occurred, concerning the product  
9 Ginger Powder, containing LEAD.

10 23. On or about April 26, 2017, Plaintiff gave notice of alleged violations of Health and  
11 Safety Code section 25249.6, concerning consumer products exposures subject to a  
12 private action to VALU MART and to the California Attorney General, County District  
13 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
14 people in whose jurisdictions the violations allegedly occurred, concerning the product  
15 Whole Ginger, containing LEAD.

16 24. On or about April 26, 2017, Plaintiff gave notice of alleged violations of Health and  
17 Safety Code section 25249.6, concerning consumer products exposures subject to a  
18 private action to VALU MART and to the California Attorney General, County District  
19 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
20 people in whose jurisdictions the violations allegedly occurred, concerning the product  
21 Ground Clove, containing LEAD.

22 25. On or about April 26, 2017, Plaintiff gave notice of alleged violations of Health and  
23 Safety Code section 25249.6, concerning consumer products exposures subject to a  
24 private action to VALU MART and to the California Attorney General, County District  
25 Attorneys, and City Attorneys for each city containing a population of at least 750,000  
26 people in whose jurisdictions the violations allegedly occurred, concerning the product  
27 Ground Anise, containing LEAD.

1 26. Before sending the notice of alleged violations, Plaintiff investigated the consumer  
2 products involved, the likelihood that such products would cause users to suffer  
3 significant exposures to LEAD, DBP, and the corporate structure of each of the  
4 Defendants.

5 27. Plaintiff's notice of alleged violation included a Certificate of Merit executed by the  
6 attorney for the noticing party, CAG. The Certificate of Merit stated that the attorney for  
7 Plaintiff who executed the certificate had consulted with at least one person with relevant  
8 and appropriate expertise who reviewed data regarding the exposures to LEAD and DBP,  
9 the subject Proposition 65-listed chemicals of this action. Based on that information, the  
10 attorney for Plaintiff who executed the Certificate of Merit believed there was a  
11 reasonable and meritorious case for this private action. The attorney for Plaintiff attached  
12 to the Certificate of Merit served on the Attorney General the confidential factual  
13 information sufficient to establish the basis of the Certificate of Merit.

14 28. Plaintiff's notices of alleged violations also included a Certificate of Service and a  
15 document entitled "The Safe Drinking Water & Toxic Enforcement Act of 1986  
16 (Proposition 65) A Summary." *Health & Safety Code* § 25249.7(d).

17 29. Plaintiff is commencing this action more than sixty (60) days from the dates that Plaintiff  
18 gave notices of the alleged violation to VALU MART, and the public prosecutors  
19 referenced in Paragraph 19 to 25.

20 30. Plaintiff is informed, believes, and thereon alleges that neither the Attorney General, nor  
21 any applicable district attorney or city attorney has commenced and is diligently  
22 prosecuting an action against the Defendants.

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1 FIRST CAUSE OF ACTION

2 (By CONSUMER ADVOCACY GROUP, INC. and against VALU MART and DOES 1-20  
3 for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of  
4 1986 (*Health & Safety Code*, §§ 25249.5, *et seq.*))

4 **Children's Footwear with Polymer Straps**

5 31. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
6 reference paragraphs 1 through 30 of this complaint as though fully set forth herein. Each  
7 of the Defendants is, and at all times mentioned herein was, a manufacturer, distributor,  
8 promoter, or retailer of Children's Footwear with Polymer Straps, which includes but is  
9 not limited to "Comfortable High Wedge"; Size M 1/2 ; Item# AG8078; Yellow flip flop  
10 with plastic straps; soles decorated with flower patterns; "WARNING: CHOCKING  
11 HAZARD"; Made in China; UPC: 613153080784 ("FLIP FLOPS").

12 32. FLIP FLOPS contains DBP.

13 33. Defendants knew or should have known that DBP has been identified by the State of  
14 California as a chemical known to cause cancer and reproductive toxicity and therefore  
15 was subject to Proposition 65 warning requirements. Defendants were also informed of  
16 the presence of DBP in FLIP FLOPS within Plaintiff's notice of alleged violations further  
17 discussed above at Paragraph 19.

18 34. Plaintiff's allegations regarding FLIP FLOPS concern "[c]onsumer products  
19 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,  
20 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
21 exposure that results from receiving a consumer service." *Cal. Code Regs. tit. 27, §*  
22 *25602(b)*. FLIP FLOPS is a consumer product, and, as mentioned herein, exposures to  
23 lead took place as a result of such normal and foreseeable consumption and use.

24 35. Plaintiff's allegations regarding FLIP FLOPS also concern Occupational Exposures,  
25 which "means an exposure to any employee in his or her employer's workplace." *Cal.*  
26 *Code Regs. tit. 27, § 25602(f)*. Exposures of DBP to Defendants' employees occurred  
27 through the course of their employment in their employers' workplaces.

1 36. Plaintiff is informed, believes, and thereon alleges that between January 3, 2014, and the  
2 present, each of the Defendants knowingly and intentionally exposed their employees,  
3 California consumers of FLIP FLOPS, which Defendants manufactured, distributed, or  
4 sold as mentioned above, to DBP without first providing any type of clear and reasonable  
5 warning of such to the exposed persons before the time of exposure. Defendants have  
6 distributed and sold FLIP FLOPS in California. Defendants know and intend that  
7 California consumers will use and consume FLIP FLOPS, thereby exposing them to  
8 DBP. Defendants thereby violated Proposition 65.

9 37. The principal routes of exposure are through dermal contact, ingestion, and inhalation.  
10 Persons sustain exposures by wearing and handling FLIP FLOPS without wearing gloves  
11 or any other personal protective equipment, or by touching bare skin or mucous  
12 membranes with gloves after handling FLIP FLOPS, as well as through direct and  
13 indirect hand to mouth contact, hand to mucous membrane, or breathing in particulate  
14 matter dispersed from FLIP FLOPS. And as to Defendants' employees, employees may  
15 be exposed to DBP in the course of their employment by handling, distributing, and  
16 selling FLIP FLOPS.

17 38. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
18 Proposition 65 as to FLIP FLOPS have been ongoing and continuous to the date of the  
19 signing of this complaint, as Defendants engaged and continue to engage in conduct  
20 which violates Health and Safety Code section 25249.6, including the manufacture,  
21 distribution, promotion, and sale of FLIP FLOPS, so that a separate and distinct violation  
22 of Proposition 65 occurred each and every time a person was exposed to lead by FLIP  
23 FLOPS as mentioned herein.

24 39. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
25 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
26 violations alleged herein will continue to occur into the future.  
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1 40. Based on the allegations herein, Defendants are liable for civil penalties of up to  
2 \$2,500.00 per day per individual exposure to DBP from FLIP FLOPS, pursuant to Health  
3 and Safety Code section 25249.7(b).

4 41. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
5 filing this Complaint.

6 **SECOND CAUSE OF ACTION**

7 **(By CONSUMER ADVOCACY GROUP, INC. and against VALU MARK and DOES 1-20**  
8 **for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of**  
9 **1986 (Health & Safety Code, §§ 25249.5, et seq.))**

10 **Ground Sage**

11 42. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
12 reference paragraphs 1 through 30 of this complaint as though fully set forth herein. Each  
13 of the Defendants is, and at all times mentioned herein was, a manufacturer, distributor,  
14 promoter, or retailer of Ground Sage, which includes but is not limited to "Milpas®";  
15 69¢; GROUND SAGE; SALVIA MOLIDO; NET WT.: 1/8 oz. (3.54g); This product  
16 may be used as a flavor enhancer for cooking your meals; DISTRIBUTED BY: MILPAS  
17 FOODS; 245 BALDWIN PARK BLVD. INDUSTRY, CA 91746; Phone 1-800-432-  
18 7266; WWW.FARAON.COM; Note to the consumer: any questions regarding this  
19 product, please phone or email us; UPC: 0 74734 62340 8; 5 ¼ X 4 ¼; 62340 ("SAGE").

20 43. SAGE contains LEAD.

21 44. Defendants knew or should have known that LEAD has been identified by the State of  
22 California as a chemical known to cause cancer and reproductive toxicity and therefore  
23 was subject to Proposition 65 warning requirements. Defendants were also informed of  
24 the presence of LEAD in SAGE within Plaintiff's notice of alleged violations further  
25 discussed above at Paragraph 20.

26 45. Plaintiff's allegations regarding SAGE concern "[c]onsumer products exposure[s],"  
27 which "is an exposure that results from a person's acquisition, purchase, storage,  
28 consumption, or other reasonably foreseeable use of a consumer good, or any exposure  
that results from receiving a consumer service." *Cal. Code Regs.*, tit. 27, § 25602(b).

1 SAGE is a consumer product, and, as mentioned herein, exposures to lead took place as a  
2 result of such normal and foreseeable consumption and use.

3 46. Plaintiff is informed, believes, and thereon alleges that between February 10, 2014, and  
4 the present, each of the Defendants knowingly and intentionally exposed their employees,  
5 California consumers of SAGE, which Defendants manufactured, distributed, or sold as  
6 mentioned above, to LEAD without first providing any type of clear and reasonable  
7 warning of such to the exposed persons before the time of exposure. Defendants have  
8 distributed and sold SAGE in California. Defendants know and intend that California  
9 consumers will use and consume SAGE, thereby exposing them to LEAD. Defendants  
10 thereby violated Proposition 65.

11 47. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
12 Persons sustain exposures by eating and consuming SAGE, handling SAGE without  
13 wearing gloves or any other personal protective equipment, or by touching bare skin or  
14 mucous membranes with gloves after handling SAGE, as well as through direct and  
15 indirect hand to mouth contact, hand to mucous membrane, or breathing in particulate  
16 matter dispersed from SAGE.

17 48. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
18 Proposition 65 as to SAGE have been ongoing and continuous to the date of the signing  
19 of this complaint, as Defendants engaged and continue to engage in conduct which  
20 violates Health and Safety Code section 25249.6, including the manufacture, distribution,  
21 promotion, and sale of SAGE, so that a separate and distinct violation of Proposition 65  
22 occurred each and every time a person was exposed to lead by SAGE as mentioned  
23 herein.

24 49. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
25 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
26 violations alleged herein will continue to occur into the future.

1 50. Based on the allegations herein, Defendants are liable for civil penalties of up to  
2 \$2,500.00 per day per individual exposure to lead from SAGE, pursuant to Health and  
3 Safety Code section 25249.7(b).

4 51. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
5 filing this Complaint.

6 **THIRD CAUSE OF ACTION**

7 (By CONSUMER ADVOCACY GROUP, INC. and against VALU MARK and DOES 1-20  
8 for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of  
9 1986 (*Health & Safety Code*, §§ 25249.5, *et seq.*))

10 **Ground Ginger**

11 52. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
12 reference paragraphs 1 through 30 of this complaint as though fully set forth herein. Each  
13 of the Defendants is, and at all times mentioned herein was, a manufacturer, distributor,  
14 promoter, or retailer of Ground Ginger, which includes but is not limited "Milpas®";  
15 99¢; GROUND GINGER; JENGIBRE MOLIDO; NET WT.: 1 oz. (28.35g); Product of  
16 China; DISTRIBUTED BY: MILPAS FOODS 245 BALDWIN PARK BLVD.  
17 INDUSTRY, CA 91746; WWW.FARAON.COM; 074734622944; 5 ¼ X 4 ¼; 62294  
18 ("GINGER").

19 53. GINGER contains LEAD.

20 54. Defendants knew or should have known that LEAD has been identified by the State of  
21 California as a chemical known to cause cancer and reproductive toxicity and therefore  
22 was subject to Proposition 65 warning requirements. Defendants were also informed of  
23 the presence of LEAD in GINGER within Plaintiff's notice of alleged violations further  
24 discussed above at Paragraph 21.

25 55. Plaintiff's allegations regarding GINGER concern "[c]onsumer products exposure[s],"  
26 which "is an exposure that results from a person's acquisition, purchase, storage,  
27 consumption, or other reasonably foreseeable use of a consumer good, or any exposure  
28 that results from receiving a consumer service." *Cal. Code Regs.* tit. 27, § 25602(b).

1 GINGER is a consumer product, and, as mentioned herein, exposures to lead took place  
2 as a result of such normal and foreseeable consumption and use.

3 56. Plaintiff is informed, believes, and thereon alleges that between February 10, 2014, and  
4 the present, each of the Defendants knowingly and intentionally exposed their employees,  
5 California consumers of GINGER, which Defendants manufactured, distributed, or sold  
6 as mentioned above, to LEAD without first providing any type of clear and reasonable  
7 warning of such to the exposed persons before the time of exposure. Defendants have  
8 distributed and sold GINGER in California. Defendants know and intend that California  
9 consumers will use and consume GINGER, thereby exposing them to LEAD.  
10 Defendants thereby violated Proposition 65.

11 57. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
12 Persons sustain exposures by eating and consuming GINGER, handling GINGER  
13 without wearing gloves or any other personal protective equipment, or by touching bare  
14 skin or mucous membranes with gloves after handling GINGER, as well as through direct  
15 and indirect hand to mouth contact, hand to mucous membrane, or breathing in  
16 particulate matter dispersed from GINGER.

17 58. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
18 Proposition 65 as to GINGER have been ongoing and continuous to the date of the  
19 signing of this complaint, as Defendants engaged and continue to engage in conduct  
20 which violates Health and Safety Code section 25249.6, including the manufacture,  
21 distribution, promotion, and sale of GINGER, so that a separate and distinct violation of  
22 Proposition 65 occurred each and every time a person was exposed to lead by GINGER  
23 as mentioned herein.

24 59. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
25 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
26 violations alleged herein will continue to occur into the future.

1 60. Based on the allegations herein, Defendants are liable for civil penalties of up to  
2 \$2,500.00 per day per individual exposure to lead from GINGER, pursuant to Health and  
3 Safety Code section 25249.7(b).

4 61. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
5 filing this Complaint.

6 **FOURTH CAUSE OF ACTION**

7 (By CONSUMER ADVOCACY GROUP, INC. and against VALU MARK and DOES 1-20  
8 for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of  
9 1986 (*Health & Safety Code, §§ 25249.5, et seq.*))

10 **Ginger Powder**

11 62. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
12 reference paragraphs 1 through 30 of this complaint as though fully set forth herein. Each  
13 of the Defendants is, and at all times mentioned herein was, a manufacturer, distributor,  
14 promoter, or retailer of Ginger Powder, which includes but is not limited to Sadaf®;  
15 POWDER GINGER; INGREDIENTS: GINGER POWDER; NET WT/POIDS NET 2  
16 OZ (56g); 052851112562; For Mediterranean Recipes visit: [www.sadaf.com](http://www.sadaf.com); SADAF  
17 FOODS, Los Angeles, California 90058, USA.; ® Sadaf is a registered trademark of  
18 Soofer Co., Inc.; © Copyright Soofer Co, Inc. 2012; Packed in USA (“GINGER  
19 POWDER”).

20 63. GINGER POWDER contains LEAD.

21 64. Defendants knew or should have known that LEAD has been identified by the State of  
22 California as a chemical known to cause cancer and reproductive toxicity and therefore  
23 was subject to Proposition 65 warning requirements. Defendants were also informed of  
24 the presence of LEAD in GINGER POWDER within Plaintiff's notice of alleged  
25 violations further discussed above at Paragraph 22.

26 65. Plaintiff's allegations regarding GINGER POWDER concern “[c]onsumer products  
27 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
28 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*

1 25602(b). GINGER POWDER is a consumer product, and, as mentioned herein,  
2 exposures to lead took place as a result of such normal and foreseeable consumption and  
3 use.

4 66. Plaintiff is informed, believes, and thereon alleges that between February 10, 2014, and  
5 the present, each of the Defendants knowingly and intentionally exposed their employees,  
6 California consumers of GINGER POWDER, which Defendants manufactured,  
7 distributed, or sold as mentioned above, to LEAD without first providing any type of  
8 clear and reasonable warning of such to the exposed persons before the time of exposure.  
9 Defendants have distributed and sold GINGER POWDER in California. Defendants  
10 know and intend that California consumers will use and consume GINGER POWDER,  
11 thereby exposing them to LEAD. Defendants thereby violated Proposition 65.

12 67. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
13 Persons sustain exposures by eating and consuming GINGER POWDER, handling  
14 GINGER POWDER without wearing gloves or any other personal protective equipment,  
15 or by touching bare skin or mucous membranes with gloves after handling GINGER  
16 POWDER, as well as through direct and indirect hand to mouth contact, hand to mucous  
17 membrane, or breathing in particulate matter dispersed from GINGER POWDER.

18 68. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
19 Proposition 65 as to GINGER POWDER have been ongoing and continuous to the date  
20 of the signing of this complaint, as Defendants engaged and continue to engage in  
21 conduct which violates Health and Safety Code section 25249.6, including the  
22 manufacture, distribution, promotion, and sale of GINGER POWDER, so that a separate  
23 and distinct violation of Proposition 65 occurred each and every time a person was  
24 exposed to lead by GINGER POWDER as mentioned herein.

25 69. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
26 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
27 violations alleged herein will continue to occur into the future.

28

1 70. Based on the allegations herein, Defendants are liable for civil penalties of up to  
2 \$2,500.00 per day per individual exposure to lead from GINGER POWDER, pursuant to  
3 Health and Safety Code section 25249.7(b).

4 71. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
5 filing this Complaint.

6 **FIFTH CAUSE OF ACTION**

7 **(By CONSUMER ADVOCACY GROUP, INC. and against VALU MARK and DOES 1-20**  
8 **for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of**  
9 **1986 (Health & Safety Code, §§ 25249.5, et seq.))**

10 **Whole Ginger**

11 72. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
12 reference paragraphs 1 through 30 of this complaint as though fully set forth herein. Each  
13 of the Defendants is, and at all times mentioned herein was, a manufacturer, distributor,  
14 promoter, or retailer of Whole Ginger, which includes but is not limited to "Sadaf®";  
15 "Superior Quality Calidad Superior"; "Ginger Whole"; "www.Sadaf.com"; "Net Wt. 0.75  
16 Oz. (21g)"; "Packed by: Sadaf Foods, Los Angeles, CA 90058 USA"; 171204X710;  
17 052851212552 ("WHOLE GINGER").

18 73. WHOLE GINGER contains LEAD.

19 74. Defendants knew or should have known that LEAD has been identified by the State of  
20 California as a chemical known to cause cancer and reproductive toxicity and therefore  
21 was subject to Proposition 65 warning requirements. Defendants were also informed of  
22 the presence of LEAD in WHOLE GINGER within Plaintiff's notice of alleged violations  
23 further discussed above at Paragraph 23.

24 75. Plaintiff's allegations regarding WHOLE GINGER concern "[c]onsumer products  
25 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,  
26 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
27 exposure that results from receiving a consumer service." *Cal. Code Regs.* tit. 27, §  
28 25602(b). WHOLE GINGER is a consumer product, and, as mentioned herein, exposures  
to lead took place as a result of such normal and foreseeable consumption and use.

1 76. Plaintiff is informed, believes, and thereon alleges that between April 26, 2014, and the  
2 present, each of the Defendants knowingly and intentionally exposed their employees,  
3 California consumers of WHOLE GINGER, which Defendants manufactured,  
4 distributed, or sold as mentioned above, to LEAD without first providing any type of  
5 clear and reasonable warning of such to the exposed persons before the time of exposure.  
6 Defendants have distributed and sold WHOLE GINGER in California. Defendants know  
7 and intend that California consumers will use and consume WHOLE GINGER, thereby  
8 exposing them to LEAD. Defendants thereby violated Proposition 65.

9 77. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
10 Persons sustain exposures by eating and consuming WHOLE GINGER, handling  
11 WHOLE GINGER without wearing gloves or any other personal protective equipment,  
12 or by touching bare skin or mucous membranes with gloves after handling WHOLE  
13 GINGER, as well as through direct and indirect hand to mouth contact, hand to mucous  
14 membrane, or breathing in particulate matter dispersed from WHOLE GINGER.

15 78. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
16 Proposition 65 as to WHOLE GINGER have been ongoing and continuous to the date of  
17 the signing of this complaint, as Defendants engaged and continue to engage in conduct  
18 which violates Health and Safety Code section 25249.6, including the manufacture,  
19 distribution, promotion, and sale of WHOLE GINGER, so that a separate and distinct  
20 violation of Proposition 65 occurred each and every time a person was exposed to lead by  
21 WHOLE GINGER as mentioned herein.

22 79. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
23 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
24 violations alleged herein will continue to occur into the future.

25 80. Based on the allegations herein, Defendants are liable for civil penalties of up to  
26 \$2,500.00 per day per individual exposure to lead from WHOLE GINGER, pursuant to  
27 Health and Safety Code section 25249.7(b).

28



1 81. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
2 filing this Complaint.

3 **SIXTH CAUSE OF ACTION**

4 (By CONSUMER ADVOCACY GROUP, INC. and against VALU MARK and DOES 1-20  
5 for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of  
6 1986 (*Health & Safety Code, §§ 25249.5, et seq.*))

6 **Ground Clove**

7 82. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
8 reference paragraphs 1 through 30 of this complaint as though fully set forth herein. Each  
9 of the Defendants is, and at all times mentioned herein was, a manufacturer, distributor,  
10 promoter, or retailer of Ground Clove, which includes but is not limited to "Sadaf®";  
11 "Stay Fresh Resealable Bag"; Quality You Can Trust"; Ground Clove"; "ClouDe Girofle  
12 Moulu"; Clavo Molido"; "Ingredients: Ground Clove"; "Net Wt/Poids Net 1.5 oz (42g)";  
13 "For Mediterranean Recipes visit: www.Sadaf.com"; "Packed in USA"; 052851111411  
14 ("GROUND CLOVE").

15 83. GROUND CLOVE contains LEAD.

16 84. Defendants knew or should have known that LEAD has been identified by the State of  
17 California as a chemical known to cause cancer and reproductive toxicity and therefore  
18 was subject to Proposition 65 warning requirements. Defendants were also informed of  
19 the presence of LEAD in GROUND CLOVE within Plaintiff's notice of alleged  
20 violations further discussed above at Paragraph 24.

21 85. Plaintiff's allegations regarding GROUND CLOVE concern "[c]onsumer products  
22 exposure[s]," which "is an exposure that results from a person's acquisition, purchase,  
23 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
24 exposure that results from receiving a consumer service." *Cal. Code Regs. tit. 27, §*  
25 *25602(b)*. GROUND CLOVE is a consumer product, and, as mentioned herein,  
26 exposures to lead took place as a result of such normal and foreseeable consumption and  
27 use.

1 86. Plaintiff is informed, believes, and thereon alleges that between April 26, 2014, and the  
2 present, each of the Defendants knowingly and intentionally exposed their employees,  
3 California consumers of GROUND CLOVE, which Defendants manufactured,  
4 distributed, or sold as mentioned above, to LEAD without first providing any type of  
5 clear and reasonable warning of such to the exposed persons before the time of exposure.  
6 Defendants have distributed and sold GROUND CLOVE in California. Defendants  
7 know and intend that California consumers will use and consume GROUND CLOVE,  
8 thereby exposing them to LEAD. Defendants thereby violated Proposition 65.

9 87. The principal routes of exposure are through dermal contact, ingestion and inhalation.  
10 Persons sustain exposures by eating and consuming GROUND CLOVE, handling  
11 GROUND CLOVE without wearing gloves or any other personal protective equipment,  
12 or by touching bare skin or mucous membranes with gloves after handling GROUND  
13 CLOVE, as well as through direct and indirect hand to mouth contact, hand to mucous  
14 membrane, or breathing in particulate matter dispersed from GROUND CLOVE.

15 88. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
16 Proposition 65 as to GROUND CLOVE have been ongoing and continuous to the date of  
17 the signing of this complaint, as Defendants engaged and continue to engage in conduct  
18 which violates Health and Safety Code section 25249.6, including the manufacture,  
19 distribution, promotion, and sale of GROUND CLOVE, so that a separate and distinct  
20 violation of Proposition 65 occurred each and every time a person was exposed to lead by  
21 GROUND CLOVE as mentioned herein.

22 89. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
23 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
24 violations alleged herein will continue to occur into the future.

25 90. Based on the allegations herein, Defendants are liable for civil penalties of up to  
26 \$2,500.00 per day per individual exposure to lead from GROUND CLOVE, pursuant to  
27 Health and Safety Code section 25249.7(b).

28

1 91. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein prior to  
2 filing this Complaint.

3 **SEVENTH CAUSE OF ACTION**

4 (By CONSUMER ADVOCACY GROUP, INC. and against VALU MARK and DOES 1-20  
5 for Violations of Proposition 65, The Safe Drinking Water and Toxic Enforcement Act of  
6 1986 (*Health & Safety Code*, §§ 25249.5, *et seq.*))

6 **Ground Anise**

7 92. Plaintiff CONSUMER ADVOCACY GROUP, INC. repeats and incorporates by  
8 reference paragraphs 1 through 30 of this complaint as though fully set forth herein. Each  
9 of the Defendants is, and at all times mentioned herein was, a manufacturer, distributor,  
10 promoter, or retailer of Ground Anise, which includes but is not limited “Sadaf”; “Stay  
11 Fresh Resealable Bag”; “Ground Anise Seeds”; “Anis Vert Moulou”; Quality You Can  
12 Trust”; “Net Wt/Poids Net 4 oz (113g)”; “www.Sadaf.com”; “Sadaf Foods”;  
13 052851110087 (“GROUND ANISE”).

14 93. GROUND ANISE contains LEAD.

15 94. Defendants knew or should have known that LEAD has been identified by the State of  
16 California as a chemical known to cause cancer and reproductive toxicity and therefore  
17 was subject to Proposition 65 warning requirements. Defendants were also informed of  
18 the presence of LEAD in GROUND ANISE within Plaintiff’s notice of alleged violations  
19 further discussed above at Paragraph 25.

20 95. Plaintiff’s allegations regarding GROUND ANISE concern “[c]onsumer products  
21 exposure[s],” which “is an exposure that results from a person’s acquisition, purchase,  
22 storage, consumption, or other reasonably foreseeable use of a consumer good, or any  
23 exposure that results from receiving a consumer service.” *Cal. Code Regs. tit. 27, §*  
24 *25602(b)*. GROUND ANISE is a consumer product, and, as mentioned herein, exposures  
25 to lead took place as a result of such normal and foreseeable consumption and use.

26 96. Plaintiff is informed, believes, and thereon alleges that between April 26, 2014, and the  
27 present, each of the Defendants knowingly and intentionally exposed their employees;  
28 California consumers of GROUND ANISE, which Defendants manufactured, distributed,

1 or sold as mentioned above, to LEAD without first providing any type of clear and  
2 reasonable warning of such to the exposed persons before the time of exposure.

3 Defendants have distributed and sold GROUND ANISE in California. Defendants know  
4 and intend that California consumers will use and consume GROUND ANISE, thereby  
5 exposing them to LEAD. Defendants thereby violated Proposition 65.

6 97. The principal routes of exposure are through dermal contact, ingestion and inhalation.

7 Persons sustain exposures by eating and consuming GROUND ANISE, handling  
8 GROUND ANISE without wearing gloves or any other personal protective equipment, or  
9 by touching bare skin or mucous membranes with gloves after handling GROUND  
10 ANISE, as well as through direct and indirect hand to mouth contact, hand to mucous  
11 membrane, or breathing in particulate matter dispersed from GROUND ANISE.

12 98. Plaintiff is informed, believes, and thereon alleges that each of Defendants' violations of  
13 Proposition 65 as to GROUND ANISE have been ongoing and continuous to the date of  
14 the signing of this complaint, as Defendants engaged and continue to engage in conduct  
15 which violates Health and Safety Code section 25249.6, including the manufacture,  
16 distribution, promotion, and sale of GROUND ANISE, so that a separate and distinct  
17 violation of Proposition 65 occurred each and every time a person was exposed to lead by  
18 GROUND ANISE as mentioned herein.

19 99. Plaintiff is informed, believes, and thereon alleges that each violation of Proposition 65  
20 mentioned herein is ever continuing. Plaintiff further alleges and believes that the  
21 violations alleged herein will continue to occur into the future.

22 100. Based on the allegations herein, Defendants are liable for civil penalties of up to  
23 \$2,500.00 per day per individual exposure to lead from GROUND ANISE, pursuant to  
24 Health and Safety Code section 25249.7(b).

25 101. Plaintiff has engaged in good faith efforts to resolve the claims alleged herein  
26 prior to filing this Complaint.

27 ///

28 ///

1 PRAYER FOR RELIEF

2 Plaintiff demands against each of the Defendants as follows:

- 3 1. A permanent injunction mandating Proposition 65-compliant warnings;  
4 2. Penalties pursuant to Health and Safety Code section 25249.7, subdivision (b);  
5 3. Costs of suit;  
6 4. Reasonable attorney fees and costs; and  
7 5. Any further relief that the court may deem just and equitable.

8  
9 Dated: October 10, 2017

YEROUSHALMI & YEROUSHLAMI

10  
11 BY: 

12 Reuben Yeroushalmi  
13 Peter T. Sato  
14 Jeffrey D. Klein  
15 Attorney for Plaintiff,  
16 Consumer Advocacy Group, Inc.  
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)  
 Case Number \_\_\_\_\_

BC 679776

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judge indicated below. There is more information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Debre K. Weintraub	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. Teresa A. Beaudet	50	508
<del>Hon. Richard Fruin</del>	15	307	Hon. Michael J. Raphael	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Howard L. Halm	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalila Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Michael Johnson	56	514
Hon. Yvette M. Palazuelos	28	318	Hon. John P. Doyle	58	516
Hon. Barbara Scheper	30	400	Hon. Gregory Keosian	61	732
Hon. Samantha Jessner	31	407	Hon. Michael L. Stern	62	600
Hon. Daniel S. Murphy	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon. William F. Fahey	69	621
Hon. Gregory Alarcon	36	410	Hon. Monica Bachner	71	729
Hon. Marc Marmaro	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maureen Duffy-Lewis	38	412	Hon. Rafael Ongkeko	73	733
Hon. Elizabeth Feffer	39	415	Hon. Michelle Williams Court	74	735
Hon. David Sotelo	40	414	Hon. Gail Ruderman Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529	Hon. Steven J. Kleifield	324	CCW
Hon. Frederick C. Shaller	46	500	*Provisionally Complex Non-class Action Cases Assignment is Pending Complex Determination	308	CCW
Hon. Randolph Hammock	47	507			

**\*Complex**

All non-class action cases designated as provisionally complex are forwarded to the Supervising Judge of the Complex Litigation Program located in the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005), for complex/non-complex determination pursuant to Local Rule 3.3(k). This procedure is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on \_\_\_\_\_ **SHERRI R. CARTER**, Executive Officer/Clerk  
 By \_\_\_\_\_, Deputy Clerk

## **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

### **APPLICATION**

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

### **PRIORITY OVER OTHER RULES**

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

### **CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

### **TIME STANDARDS**

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

**COMPLAINTS:** All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

### **FINAL STATUS CONFERENCE**

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

### **SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

**This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.**

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

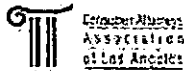


Superior Court of California  
County of Los Angeles

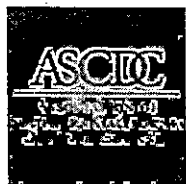


Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	➤	
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>		CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ (INSERT DATE) for the complaint, and \_\_\_\_\_ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS: _____		
PLAINTIFF: _____		
DEFENDANT: _____		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER: _____

1. This document relates to:

- Request for Informal Discovery Conference
- Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>		CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤ \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

➤ \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

➤ \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

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

\_\_\_\_\_  
JUDICIAL OFFICER



# Superior Court of California County of Los Angeles



## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

## Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

## Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

## The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

**Settlement Conferences are appropriate in any case where settlement is an option.**

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to [mscdept18@lacourt.org](mailto:mscdept18@lacourt.org).

## **Additional Information**

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs ([www.dca.ca.gov](http://www.dca.ca.gov)) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program  
3175 West 6th Street, Room 406  
Los Angeles, CA 90020-1798  
TEL: (213) 738-2621  
FAX: (213) 386-3995