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15 Attorneys for Defendant
16 CELTIC BANK CORPORATION

17 (Additional counsel listed on next page)

18 **UNITED STATES DISTRICT COURT**
19 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
20 **WESTERN DIVISION**

21 BARNABAS CLOTHING, INC., a
22 corporation; and ALEXANDER AQUINO,
23 an individual; individually and on behalf of
24 all others similarly situated,

25 Plaintiffs,

26 v.

27 KABBAGE, INC., a Delaware corporation;
28 CELTIC BANK CORPORATION, a Utah
corporation, and DOES 1-100,

Defendants.

Civil Case No.: 2:18-cv-3414

**DECLARATION OF ASHLEY
SIMONSEN IN SUPPORT OF
DEFENDANT CELTIC BANK
CORPORATION'S NOTICE OF
REMOVAL OF CIVIL ACTION
FROM STATE COURT**

Initial Compl. filed: 3/22/18

Initial Compl. served: 4/9/18

Case removed: 4/24/18

ADDITIONAL COUNSEL OF RECORD

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1 I, Ashley Simonsen, declare and state as follows:

2 1. I am an associate at the law firm of Covington & Burling LLP. I am one of
3 the attorneys representing defendant Celtic Bank Corporation (“Celtic Bank”) in the
4 above-captioned suit. I have personal knowledge of the matters stated herein and, if
5 called upon, could competently testify thereto.

6 2. On March 22, 2018, plaintiffs Barnabas Clothing, Inc. and Alexander
7 Aquino filed this action in the Superior Court of the State of California for the County of
8 Los Angeles. A true and correct copy of the Class Action Complaint (“Complaint”) is
9 attached hereto as **Exhibit A**.

10 3. Counsel for Celtic Bank agreed to accept service on behalf of Celtic Bank.

11 4. On March 30, 2018, Plaintiffs emailed to counsel for Celtic Bank a copy of
12 the CAC, a Summons, a Notice of Case Assignment (for Unlimited Civil Cases), a set of
13 Voluntary Efficient Litigation Stipulations, a Civil Case Cover Sheet, and an Alternative
14 Dispute Resolution Information Packet, along with a Notice of Acknowledgment of
15 Receipt Form. Celtic Bank signed the Notice and Acknowledgment of Receipt of
16 Summons Form on April 9, 2018, at which point service was effective, and returned it to
17 counsel for Plaintiffs the same day. A true and correct copy of the Summons served on
18 Celtic Bank is attached hereto as **Exhibit B**.

19 5. A true and correct copy of the Notice of Case Assignment for Unlimited
20 Civil Cases served on Celtic Bank is attached hereto as **Exhibit C**.

21 6. A true and correct copy of the set of Voluntary Efficient Litigation
22 Stipulations served on Celtic Bank is attached hereto as **Exhibit D**.

23 7. A true and correct copy of the Civil Case Cover Sheet served on Celtic Bank
24 is attached hereto as **Exhibit E**.

25 8. A true and correct copy of the Alternative Dispute Resolution Information
26 Packet served on Celtic Bank is attached hereto as **Exhibit F**.

27 9. A true and correct copy of Celtic Bank’s signed Notice and
28 Acknowledgment of Receipt Form is attached hereto as **Exhibit G**.

EXHIBIT A

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ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

MAR 22 2018

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By: Marlon Gomez, Deputy

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13 *Attorneys for Plaintiffs and the Putative Classes*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15
16 BARNABAS CLOTHING, INC., a corporation; and
17 ALEXANDER AQUINO, an individual;
18 individually and on behalf of all others similarly
situated

Case No. **BC699166**

CLASS ACTION

COMPLAINT FOR:

1. Usury;
2. Violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) [18 U.S.C. § 1962(c)];
3. RICO Conspiracy [18 U.S.C. § 1962(d)];
4. Violation of California’s False Advertising Law [Bus. & Prof. Code § 17500]; and
5. Violation of California’s Unfair Competition Law [Bus. & Prof. Code § 17200]

19 Plaintiffs,

20 v.

21 KABBAGE, INC., a Delaware corporation;
22 CELTIC BANK CORPORATION, a Utah
23 corporation; and DOES 1-100,

24 Defendants.

JURY TRIAL DEMANDED

1 Plaintiffs Barnabas Clothing, Inc. and Alexander Aquino (hereinafter referred to
2 collectively as “Plaintiffs”) hereby bring this Class Action Complaint against Kabbage, Inc.
3 (“Kabbage”) and Celtic Bank Corporation (“Celtic Bank”) and DOES 1 through 100
4 (collectively, “Defendants”). In support, Plaintiffs allege as follows upon personal knowledge as
5 to themselves and their own acts and experience and, as to all other matters, upon information
6 and belief, including due investigation conducted by their attorneys.

7 **NATURE OF THE ACTION**

8 1. Plaintiffs—a small, sustainability-focused local clothing business and its owner—
9 bring this action to put a stop to Defendants’ blatant scheme to evade California’s criminal usury
10 laws and collect unlawful debts from business throughout the State of California.

11 2. Kabbage aggressively markets, underwrites and services short-term loans to
12 struggling small businesses in need of quick capital. These loans often substantially exceed
13 California’s maximum legal interest rate. Nonetheless, Kabbage, through the scheme described
14 below, lends money at usurious rates throughout the state of California.

15 3. In an effort to hide—and ostensibly legalize—its—criminal activities, Kabbage
16 entered into a criminal enterprise known as a “rent-a-bank” scheme with Celtic Bank, a foreign
17 bank chartered in Utah (a state, unlike California, with no maximum interest rate for commercial
18 loans). The partnership’s purpose is to evade the criminal usury laws of states throughout the
19 country, including California.

20 4. Under this scheme, Kabbage (which, unlike Celtic Bank is *not* exempt from
21 California’s usury laws) originates, underwrites and funds the loans, and then—in states with
22 usury limits on business loans—it enters into sham transactions with Celtic Bank, which acts as
23 the lender in name only. Put another way, Celtic Bank rents its charter to Kabbage in exchange
24 for a small commission on loans originated and funded by Kabbage but nominally made under
25 Celtic’s name.

26 5. In actuality, Kabbage provides the advanced capital (the loan amount) and—
27 contemporaneously with the execution of the loan—enters into a servicing agreement whereby it
28

1 services the loan in exchange for a near-total cut of any proceeds from the loan. Celtic Bank
2 lends its name to the loan paperwork in order to assist Kabbage in its illegal efforts to avoid
3 commercial usury statutes. And, in exchange for its illegal efforts, Celtic Bank receives a
4 commission. Kabbage, for its part, bears the risk of loss and its CEO has admitted as much.

5 6. Periodically, Kabbage enters into assignment agreements whereby it obtains the
6 loans outright from Celtic Bank, extinguishing Celtic Bank’s purely nominal role in the
7 transactions. From there, when Kabbage encounters difficulties collecting, it assigns the loans to
8 debt collectors like non-party TBF Financial, LLC (“TBF”),¹ who often initiate litigation against
9 Kabbage clients to collect the usurious amounts owed.

10 7. Upon information and belief, Celtic Bank would never approve the types of loans
11 Kabbage originates if it was actually going to bear the risk of loss on the loans made in its name,
12 including the loans to Plaintiffs. Kabbage is willing to approve these types of loans only because
13 it is making tremendous amounts of money charging these small businesses usurious interest
14 rates.

15 8. Celtic Bank’s identification as the purported lender in these transactions is
16 essential to the scheme because it—unlike Kabbage—is exempt from California’s usury laws by
17 virtue of its Utah charter, a state that has no maximum interest rate for commercial loans.

18 9. This illegal arrangement is known as a “rent-a-bank” scheme and has been the
19 subject of numerous enforcement actions by Attorneys General in different states.

20 10. Through this scheme, Kabbage and Celtic have systematically collected usurious
21 interest from Californian business since March 2014.

22 11. This Court need not accept Plaintiffs’ word for these allegations as those of
23 Kabbage’s co-founder and COO, Kathryn Petralia, substantiate these allegations in a very
24 compelling fashion. During a joint webinar presented in partnership with the *National*
25

26 _____
27 ¹ This litigation initially arose in the context of a debt-collection lawsuit filed by TBF against
28 Plaintiffs. Plaintiffs filed a class action counterclaim, and ultimately settled with TBF before stipulating
with Defendants herein to dismiss the action and refile their remaining claims in this Court.

1 *Federation of Independent Business*, Ms. Petralia explicitly acknowledged that Kabbage is the
2 true lender in transactions involving Celtic Bank, and also that Kabbage's loans are usurious:

3 "What are the typical rates charged to applicants? We understand that
4 it varies, but there is a range of cost."

5 Answer:

6 Our average effective APR, if you were to count it as a APR, would be
7 in the low thirties, thirty percent. However, APR is often a misleading
8 way of calculating the cost of borrowing, because it's really
9 interesting, what you may not realize is if you have a twelve month
10 loan that you pay off in two months, your cost, your APR, gets
11 multiplied by six because the shorter term your loan, the higher your
12 APR because of the way that APR is calculated.

13 On average, our customers are paying just under five percent of the
14 loan amount, if they hold the loan for thirty days, and they're paying
15 just under thirteen percent of the loan amount if they hold the funds for
16 six months. There are a lot of different ways that fees can be calculated
17 across multiple providers, so it's really important that you understand
18 all the various fees that could be assessed. Kabbage doesn't charge
19 broker fees, or origination fees, or monthly maintenance fees. Many
20 times, those fees are not actually calculated or included in the APR.

21 Question 12:

22 "Are you a direct lender?"

23 Answer:

24 The answer is yes. We are not a marketplace lender. We do securitize
25 the receivables that are generated, the loans that are generated,
26 meaning we have investors in those loans that we make, but Kabbage
27 actually takes the risk of loss. All of our loans are made in partnership
28 with Celtic Bank, which is a Utah bank regulated by the FDIC. We
work together with Celtic to manage customer relationships from the
time they're originated all the way through the repayment of the loan.²

12. By design, small businesses who take on these usurious loans are rarely able to
keep up with the debt repayments obligated by Defendants' illegal scheme. When that happens,

² See *The Ins and Outs of Online Lending with Kabbage (Webinar Transcript)*, Kabbage,
[https://www.kabbage.com/blog/ins-outs-online-lending-kabbage-co-founder-kathryn-petralia-
webinar-transcript/](https://www.kabbage.com/blog/ins-outs-online-lending-kabbage-co-founder-kathryn-petralia-webinar-transcript/) (last accessed Mar. 10, 2018).

1 Kabbage sells the debt to various debt collectors—such as TBF—who take over and act as the
2 collection arm for the criminal enterprise.

3 13. As occurred here, the Kabbage-Celtic scheme typically ends with litigation, as
4 third-party debt collectors sue borrowers for defaulting on Defendants’ usurious and predatory
5 loans.

6 **THE PARTIES**

7 14. Plaintiff Alexander Aquino is an individual and resident of the State of
8 California.

9 15. Plaintiff Barnabas Clothing, Inc. is incorporated under the laws of and
10 headquartered in the State of California.

11 16. Defendant Kabbage is a limited liability company duly organized and existing
12 under the laws of the State of Georgia, with its principal place of business located at 925B
13 Peachtree Street NE, Suite 1688, Atlanta, GA 30309.

14 17. Defendant Celtic Bank is an industrial bank chartered by the State of Utah and
15 existing under the laws of the State of Utah, with its principal place of business located at 268
16 South State Street, Suite 300, Salt Lake City, Utah 84111.

17 18. Plaintiff does not know the true names or capacities, whether individual, partner,
18 or corporate, of the defendants sued herein as DOE defendants, and for that reason, said
19 defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
20 complaint when the true names and capacities are known. Plaintiff is informed and believes, and
21 based thereon alleges, that each of the said fictitious defendants were responsible in some way
22 for the matters alleged herein and proximately caused and/or contributed to Plaintiff and
23 members of the general public and putative Class to be subject to the illegal employment
24 practices, wrongs, breaches, and injuries complained of herein.

25 19. At all times pertinent hereto, each of the said DOE defendants participated in the
26 doing of acts hereinafter alleged to have been done by the named Defendants; and furthermore,
27 the Defendants, and each of them, were the agents, servants, and employees of each of the other
28

1 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
2 acting within the course and scope of said agency and employment.

3 20. Plaintiff is informed and believes, and based thereon alleges, that at all times
4 pertinent hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
5 joint venture of, or working in concert with, each of the other co-Defendants and was acting
6 within the course and scope of such agency, employment, joint venture, or concerted activity. To
7 the extent the said acts, conduct, and omissions were perpetrated by certain Defendants, each of
8 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
9 Defendants.

10 21. At all times pertinent hereto, Defendants, and each of them, were members of,
11 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
12 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

13 22. At all times pertinent hereto, the various Defendants, and each of them, concurred
14 with and contributed to the acts and omissions of each and all of the other Defendants in
15 proximately causing the injuries and damages as herein alleged. At all pertinent times,
16 Defendants, and each of them, ratified each and every act or omission complained of herein. At
17 all pertinent times, the Defendants, and each of them, aided and abetted the acts and omissions
18 of each and all of the other Defendants in proximately causing the damages as herein alleged.

19 **JURISDICTION AND VENUE**

20 23. This Court has jurisdiction over this Complaint pursuant to Code of Civ. Proc.
21 § 410.10 and the California Constitution.

22 24. Defendants Kabbage and Celtic Bank are a subject to the personal jurisdiction of
23 this Court under the California Long-Arm Statute, because each of the transactions at issue arose
24 from the Defendants' purposeful transaction of business within California. Defendants Kabbage
25 and Celtic Bank are further subject to the personal jurisdiction of this state because each directed
26 their tortious conduct within this state.

27 25. The acts that caused Plaintiffs' damages as alleged herein occurred in the County
28

1 of Los Angeles.

2 **FACTUAL BACKGROUND**

3 26. Barnabas Clothing opened in 2010 with its flagship store located at PACIFIC
4 CITY - SurfCity USA, 21034 Pacific Coast Hwy - #220C, Huntington Beach, CA 92648.

5 27. Barnabas Clothing operates as a socially conscious retail company that donates
6 10% of every sale to Living Room International, which helps people who have been impacted by
7 HIV/AIDS in Western Kenya.

8 28. Alexander Aquino is the CEO and President of Barnabas Clothing.

9 **Kabbage “Rents” a Utah Bank to Violate State Usury Laws**

10 29. Defendants’ rent-a-bank scheme appears to have begun on March 20, 2014 when
11 Kabbage entered into a “Program Management Agreement” (“PMA”) with Celtic Bank.

12 30. Pursuant to the PMA, Celtic Bank agreed to originate and fund business loans
13 through the marketing efforts of Kabbage.

14 31. Upon information and belief, Kabbage and Celtic amended their PMA on June
15 30, 2015 to eliminate Celtic’s remaining interest in Kabbage Loans once their funding was
16 complete. Ultimately, Defendants’ rent-a-bank scheme was designed for one purpose: to allow
17 third-party lenders like Kabbage to circumvent state usury laws.

18 **Kabbage Falsely Advertises and Markets its Loan Program**

19 32. Kabbage advertises that it offers lines of credit ranging from \$2,000 to \$150,000
20 with six or twelve month terms. Relevant here, Barnabas Clothing’s loans each had a six-month
21 term.

22 33. Kabbage further advertises that “loans have a monthly fee for every month you
23 have a balance. Every month, you’ll pay back 1/6 of the total loan amount (for 6-month loans)
24 or 1/12 of the loan amount for (12-month loans) plus a monthly fee.”³

25 34. These advertisements are knowingly false. Borrowers do not repay one-sixth of
26 the interest each month on a six-month loan. In fact, the loan agreements contain language
27

28 ³ See *Help Center*, Kabbage, <https://www.kabbage.com/help-center/>

1 directly contradicting their advertising:

2 **Application of Payments.** Payments received will be applied first to
3 billed Late Fees and Returned Payment Fees, then to loans in order of
4 posting with the oldest loans first, then the second oldest loan, and so
5 on. With respect to any particular loan, payment will be applied first
6 to billed Cost, then to unbilled Cost and finally to principal...⁴

6 35. Kabbage’s loans front load the interest payments with five percent of the loan
7 amount charged for each of the first two payments and one percent charged for each of the
8 remaining four payments of the six-month loans.

9 36. By front-loading the interest, Kabbage ensures that when borrowers take their
10 next month’s draw that any payments made on the prior loans likely went entirely to interest.

11 37. Kabbage’s COO clearly explained the effect that requiring new loan agreements
12 for each new draw has on the APR for the loans: “your APR, gets multiplied by six because the
13 shorter term your loan, the higher your APR because of the way that APR is calculated.”⁵

14 38. As intended by Kabbage when it set up its deceptive loan program, Barnabas
15 Clothing regularly paid off the loans early in order to get new draws, but this did not save
16 Barnabas Clothing money because with each new loan, it was paying the exorbitant front loaded
17 interest payments without any money ever going to principal.

18 39. By misrepresenting the application and collection of the interest on its loans,
19 Kabbage made its already usurious loans even more usurious.

20 **Kabbage Victimizes Barnabas Clothing using the Rent-a-Bank Scheme**

21 40. Beginning on September 14, 2015, Barnabas Clothing and Aquino entered into
22 the first of five loans. While those loans purported to be from Celtic, Kabbage in fact originated,
23 underwrote, funded, and serviced the loans.

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27 ⁴ See Form 10-K, Ex-10.17, https://www.sec.gov/Archives/edgar/data/1530981/000168316817000148/panther_8ka-ex1017.htm.

28 ⁵ *Supra* note 2.

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California Merchant 2-Year Subclass: All California Merchant Class Members who, on or after November 3, 2015, entered into a Kabbage Loan Agreement with Celtic Bank and paid money pursuant to that Agreement.

Plaintiff Aquino brings this action on behalf of himself and the following classes of similarly situated persons:

California Principal Class: All citizens of the State of California who were designated as Principal on any Kabbage Loan Agreement pursuant to which money was paid on or after November 3, 2013.

California Principal 3-Year Subclass: All California Principal Class Members who were designated as Principal on any Kabbage Loan Agreement pursuant to which money was paid on or after November 3, 2014.

California Principal 2-Year Subclass: All California Principal Class Members who were designated as Principal on any Kabbage Loan Agreement pursuant to which money was paid on or after November 3, 2015.

The following people are excluded from the classes and subclasses: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendants, Defendants’ subsidiaries, parents, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest along with their current and former employees, officers, and directors; (3) persons who properly execute and timely file a request for exclusion from the classes or subclasses; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise waived; (5) Plaintiffs’ and Defendants’ counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

65. **Ascertainability:** Although Plaintiffs do not yet possess a list of potential class members, publicly available information and Defendants’ business records will allow for the administratively feasible identification of all class members.

66. **Numerosity:** The exact number of members in the classes and subclasses is not currently known to Plaintiffs, but individual joinder in this case is impracticable. On information and belief, each of the classes and subclasses is likely to number several hundred, if not several thousand, members.

1 80. Kabbage and Celtic Bank formed an associated-in-fact enterprise for the express
2 purpose of carrying out a pattern of racketeering activity that targeted small business owners in
3 need of short-term cash.

4 81. More specifically, the Defendants violated 18 U.S.C. § 1962(c) by participating
5 in, directly or indirectly, a scheme to charge and collect usurious interest in violation of
6 California's civil and criminal usury laws.

7 82. If a business fell behind on its payments, Kabbage would attempt to collect.

8 83. If Kabbage's collection attempt was unsuccessful, the debt would be assigned to
9 debt collectors like TBF to make further collection efforts, including commencing legal action in
10 courts around the country as necessary.

11 84. Defendants' collection on unlawful loans constitutes a per se violation of 18
12 U.S.C. § 1962(c).

13 85. Defendants each are persons under 18 U.S.C. § 1961(3) and § 1962(c) because
14 they are individuals or entities capable of holding a legal or beneficial interest in property.

15 86. Defendants formed their criminal enterprise for the common purpose of, among
16 other things, originating, funding and collecting on usurious loans to small businesses including
17 Barnabas Clothing. Thus, the associated in fact organization qualifies as an enterprise within the
18 meaning of § 1961(4) and § 1962(c).

19 87. Defendants' enterprise exists separate and apart from the criminal activity of each
20 individual Defendant.

21 88. Defendants' enterprise is engaged in interstate commerce, as it is comprised of
22 corporations located in different states, and has had business dealings with other as well as
23 individual borrowers, such as Barnabas Clothing, who operate in states where no Defendant
24 resides.

25 89. Defendants knowingly and intentionally used their enterprise to fund, issue, and
26 collect on loans that they knew charged interest rates far in excess of California's maximum
27 permissible interest rates for commercial loans.

1 90. Defendants are associated with and serve various functions for their enterprise
2 with Defendant Kabbage originating, underwriting and funding the illegal loan transactions,
3 Celtic Bank providing the use of its charter for a fee absent which the enterprise could not
4 operate, and various debt collectors including non-party TBF to collect upon that debt.

5 91. As detailed above, the enterprise operated through a pattern of racketeering which
6 included, among other things, knowingly committing mail and wire fraud.

7 92. Defendants' use of wires to defraud Barnabas Clothing and other small
8 businesses is essential to the success of the enterprise, and includes, but is not limited to,
9 exchanging documents necessary for the loans by and between Kabbage, the borrowers and
10 Celtic Bank; the disbursement of funds and the payment of monies by and between Kabbage and
11 the borrowers; the payment of Celtic Bank's fee for each transaction; and collecting on the high
12 risk loans which the Defendants knew would result in default rates.

13 93. The above instances of wire fraud and mail fraud are part of a common scheme to
14 defraud not only Barnabas Clothing, but numerous other small businesses in need of short term
15 capital.

16 94. Defendants knowingly and intentionally used the enterprise to prey upon these
17 small businesses and their owners who are required to personally guarantee the illegal loans.

18 95. Furthermore, Defendants knew that the debt owed by Barnabas Clothing and all
19 members of the Classes was unlawful and that the interest rates charged were at least twice the
20 legally enforceable rate.

21 96. As a direct and proximate result of Defendants' violations of 18 U.S.C. § 1962(c),
22 Barnabas Clothing and all members of the Classes suffered, and continue to suffer, substantial
23 injury to his business and/or property as they were forced to pay usurious amounts of interest
24 and has lost, and will continue to lose, customers, profits, goodwill, and business value.

25 WHEREFORE, Plaintiffs demand judgment in their favor against all Defendants, jointly
26 and severally, and seek an order from the Court.

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THIRD CAUSE OF ACTION

**Violation of 18 U.S.C. § 1962(d)
(On Behalf of Plaintiffs, the California Merchant Class,
and the California Principal Class)**

97. Plaintiffs repeat and re-allege the allegations of each of the foregoing paragraphs as if fully set forth herein.

98. Plaintiffs bring this cause of action individually and on behalf of the California Merchant Class and the California Principal Class.

99. Defendants conspired amongst themselves within the meaning of 18 U.S.C. § 1962(d) to violate 18 U.S.C. § 1962(c) by agreeing to conduct and participate in, directly and indirectly, the conduct of the affairs of the enterprise through a pattern of racketeering activity and unlawful debt collection.

100. Defendants committed and caused to be committed a series of overt acts in furtherance of their conspiracy, including, but not limited to, those acts previously detailed in this Complaint.

101. As a direct and proximate result of Defendants' violations of 18 U.S.C. § 1962(d), Barnabas Clothing and all members of the Classes have suffered, and continue to suffer, substantial injury to his business and/or property as they were forced to pay usurious amounts of interest and has lost, and will continue to lose, customers, profits, goodwill, and business value.

FOURTH CAUSE OF ACTION

**Violation of California Business & Profession Code § 17500
(On Behalf of Plaintiffs, the California Merchant 3-Year Subclass,
and the California Principal 3-Year Subclass)**

102. Plaintiffs incorporate the foregoing allegations and allegations set forth below as if set forth fully herein.

103. Plaintiffs bring this cause of action individually and on behalf of the California Merchant 3-Year Subclass and the California Principal 3-Year Subclass.

1 104. Defendants are businesses disseminating advertising in California through their
2 website and other forms of social media.

3 105. False Advertising Law, Business and Professions Code, § 17500, *et seq.* (“FAL”)
4 prohibits false and misleading statements in advertising.

5 106. A violation of the FAL is a misdemeanor, punishable by fine or imprisonment.

6 107. Defendants, directly or indirectly as part of a larger criminal conspiracy,
7 participated in advertising the Kabbage Loan program in a false and misleading manner which
8 included both material misrepresentations and omissions.

9 108. The misrepresentations and omissions included, among other things, stating that:
10 (1) the loans were not usurious; (2) businesses would save money and avoid fees by paying the
11 loans off early, (3) businesses would not be charged any fees after the loans were paid off; (4)
12 businesses would be charged a fixed monthly payment with one-sixth or one-twelfth of that
13 monthly payment going to principal depending upon whether it was a six-month or twelve-
14 month loan; and (5) deceptively disclosing and/or failing to disclose the interest rate.

15 109. Kabbage also falsely designated the origin of the loans in its commercial
16 advertising and promotion as being loans from Celtic Bank.

17 110. Defendants knew, or by the exercise of reasonable diligence should have known,
18 that the above statements were untrue or misleading, and/or omitted to state the truth about the
19 Kabbage Loan program.

20 111. Plaintiffs relied upon and were actually deceived by the misrepresentations that
21 Kabbage made for itself and as a part of a larger criminal conspiracy with the other Defendants.

22 112. The misrepresentations also are likely to deceive other California small business
23 owners.

24 113. The Defendants are directly and/or vicariously liable for the harm suffered by the
25 Plaintiffs and other California business who were similarly deceived.

26
27 ///

1 114. As a direct and proximate result of each of these loans, Barnabas Clothing and all
2 members of the Classes suffered indivisible injury through loss of goodwill, lost profits,
3 reputational harm and devaluation of its business.

4 115. As a direct and proximate result of each of these loans, Barnabas Clothing and all
5 members of the Classes suffered indivisible injury by having its other business loans being
6 called in from legitimate banks, deterioration of its credit profile, and the inability to secure
7 financing to obtain needed inventory and pay its vendors.

8 116. Alternatively, Barnabas Clothing and all members of the Classes seek to disgorge
9 the profits realized by Defendants from the illegal loan transactions.

10 **FIFTH CAUSE OF ACTION**

11 **Violation of California Business & Profession Code §§ 17200, *et seq.***
12 **(On Behalf of Plaintiffs, the California Merchant Class,**
13 **and the California Principal Class)**

14 117. Plaintiffs incorporate the foregoing allegations as if set forth fully herein.

15 118. Plaintiffs bring this cause of action individually and on behalf of the California
16 Merchant Class and the California Principal Class.

17 119. California Business & Profession Code §§ 17200, *et seq.* (“UCL”) prohibits
18 “unfair competition” in the form of any unlawful, unfair, or fraudulent business act or practice.

19 120. Since at least September 2015, Defendants engaged in an unlawful business
20 practices as prohibited by the UCL, and as further described in this Complaint:

- 21 a. Violating Cal. Const. Art. XV § 1 by charging interest rates in excess of
22 10% or 5% plus the applicable Federal Reserve rate;
- 23 b. Violating 18 U.S.C. § 1343 by furthering their scheme to defraud
24 Plaintiffs by (i) making and receiving wire transfers, and (ii) using wires
25 to transmit fraudulent communications;
- 26 c. Violating 18 U.S.C. § 1692(c) by conducting the Kabbage Enterprise
27 through a pattern of racketeering and the collection of an unlawful debt;
28 and
- d. Violating Cal. Bus. & Prof. Code § 17500.

1 121. Additionally, Defendants engaged in unfair and fraudulent conduct by making
2 false and misleading statements when advertising the Kabbage loan program.

3 122. Specifically, Kabbage as part of its commercial advertising and promotion
4 misrepresented the nature, characteristics and qualities of its loans.

5 123. Kabbage's misrepresentations included, among other things, stating that: (1) the
6 loans were not usurious; (2) businesses would save money and avoid fees by paying the loans
7 off early, (3) businesses would not be charged any fees after the loans were paid off; (4)
8 businesses would be charged a fixed monthly payment with 1/6 or 1/12 of that monthly payment
9 going to principal depending upon whether it was a six-month or twelve-month loan; and(5)
10 deceptively disclosing and/or failing to disclose the interest rate.

11 124. Kabbage also falsely designated the origin of the loans in its commercial
12 advertising and promotion as being a loan from Celtic Bank.

13 125. Each of these representations was literally false.

14 126. Kabbage and Celtic Bank knew that these representations were false at the time
15 they were made.

16 127. Kabbage's misrepresentations were material and actually did influence Barnabas
17 Clothing's decision to enter into the loan agreements.

18 128. The misrepresentations also are likely to influence the purchasing decisions of all
19 members of the Classes.

20 129. Defendants knew that Kabbage's misrepresentations have the tendency to deceive
21 small businesses in need of financing and actually deceived Barnabas Clothing.

22 130. Defendants knew that Kabbage was placing, its false and misleading advertising
23 in interstate commercial both through its website and other forms of social media.

24 131. Defendants, directly or indirectly, participated in the false advertisements for
25 their collective benefit and as part of a larger criminal conspiracy to harm Plaintiffs and all
26 members of the Classes.

DEMAND FOR JURY TRIAL

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Plaintiffs hereby request a trial by jury for all factual matters in this action.

Dated: March 21, 2018

MARLIN & SALTZMAN, LLP



By: _____
Adam M. Tamburelli, Esq.
Stanley D. Saltzman, Esq.
Attorneys for Plaintiffs

SHORT TITLE: BARNABAS CLOTHING, INC., et al. v. KABBAGE, INC., et al.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ul style="list-style-type: none"> 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

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

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

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

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

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: Class actions must be filed in the Stanley Mosk Courthouse, Central District			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY: Los Angeles</td> <td style="width:33%; padding: 2px;">STATE: CA</td> <td style="width:33%; padding: 2px;">ZIP CODE: 90012</td> </tr> </table>	CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012		

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

Dated: 3.21.2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

EXHIBIT B

**SUMMONS
(CITACION JUDICIAL)**

NOTICE TO DEFENDANT: KABBAGE, INC., a Delaware
(AVISO AL DEMANDADO): corporation; CELTIC BANK
CORPORATION, a Utah corporation; and DOES 1-100

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

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

MAR 22 2018

By: Marlon Gomez, Deputy

YOU ARE BEING SUED BY PLAINTIFF: BARNABUS CLOTHING,
(LO ESTÁ DEMANDANDO EL DEMANDANTE): INC., a
corporation; and ALEXANDER AQUINO, an individual;
individually and on behalf of all others similarly
situated

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):
LOS ANGELES COUNTY SUPERIOR COURT
111 N. Hill Street
111 N. Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso): **BC699166**

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):
Stanley D. Saltzman (SBN 90058) (818) 991-8080 (818) 991-8081
Adam M. Tamburelli (SBN 301902)

MARLIN & SALTZMAN, LLP
29800 Agoura Road, Suite 210, Agoura Hills, CA 91301

DATE: **MAR 22 2018**
By: **R. CARTER** Clerk, by **Marlon Gomez**, 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)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of *(specify):*
3. on behalf of *(specify):*
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other *(specify):*
4. by personal delivery on *(date):*

EXHIBIT C

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 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 Independent Calendaring Courts 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.

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.

STATUS CONFERENCE

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 to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five 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 Three 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 a party.

This is not a complete delineation of the Division 7 or 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 imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

EXHIBIT D

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

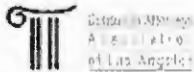


Superior Court of California
County of Los Angeles



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):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			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 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 _____ for the complaint, and _____ 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 under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
(INSERT DATE) (INSERT DATE)
 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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		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.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		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

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER: _____	Reserved for Clerk's File Stamp
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: _____		
PLAINTIFF: _____		
DEFENDANT: _____		
INFORMAL DISCOVERY CONFERENCE (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.

EXHIBIT E

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Adam M. Tamburelli (SBN 301902) Marlin & Saltzman, LLP 29800 Agoura Road, Suite 210 Agoura Hills, CA 91301 TELEPHONE NO.: 818.991.8080 FAX NO.: 818.991-8081 ATTORNEY FOR (Name): Plaintiffs Barnabas Clothing, Inc. and Alexander Aquino	CONFORMED COPY ORIGINAL FILED Superior Court Of California County Of Los Angeles MAR 22 2018 Sherri H. Carter, Executive Officer/Clerk By: Marlon Gomez, Deputy
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, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NUMBER: <div style="font-size: 24px; font-weight: bold; text-align: center;">BC 699 166</div> JUDGE: DEPT:
CASE NAME: Barnabas Clothing, Inc., et al. v. Kabbage, Inc., et al.	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

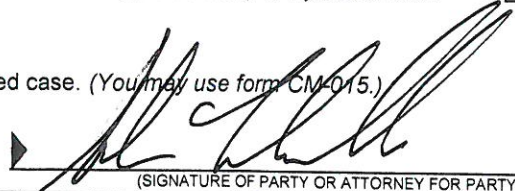
1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input checked="" type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" 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): 5
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: 3.21.18
 Adam M. Tamburelli

 (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

EXHIBIT F

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.

Additional Information

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

- Contact the California Department of Consumer Affairs (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

EXHIBIT G

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Adam M. Tamburelli (SBN 301902) Marlin & Saltzman, LLP 29800 Agoura Road, Suite 210 Agoura Hills, CA 91302 TELEPHONE NO.: 818.991.8080 FAX NO. (Optional): E-MAIL ADDRESS (Optional): atamburelli@marlinsaltzman.com ATTORNEY FOR (Name): Plaintiffs Barnabas Clothing, Inc. and Alexander Aquino	FOR COURT USE ONLY CASE NUMBER: BC699166
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: Plaintiffs Barnabas Clothing, Inc. and Alexander Aquino DEFENDANT/RESPONDENT: Kabbage, Inc. and Celtic Bank Corporation	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	

TO (insert name of party being served): Celtic Bank Corporation

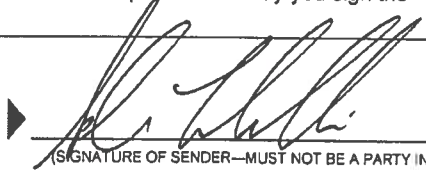
NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: 3.30.18

Adam M. Tamburelli
 (TYPE OR PRINT NAME)


 (SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of (to be completed by sender before mailing):

1. A copy of the summons and of the complaint.
2. Other (specify):
 Cover Sheet
 Case Assignment
 ADR Packet
 Voluntary Stipulations

(To be completed by recipient):

Date this form is signed: April 9, 2018
 Celtic Bank Corporation,
 by Ashley Simonsen, Attorney
 (TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
 ON WHOSE BEHALF THIS FORM IS SIGNED)

 Attorney
 (SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
 ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

EXHIBIT H

DATE: 04/09/18

DEPT. 311

HONORABLE JOHN SHEPARD WILEY JR JUDGE

M. MATA

DEPUTY CLERK

HONORABLE #4 JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. BIVINS, CA Deputy Sheriff

NONE

Reporter

8:30 am

BC699166

Plaintiff

Counsel

BARNABAS CLOTHING INC ET AL

NO APPEARANCES

VS

Defendant

KABBAGE INC ET AL

Counsel

DEEMED COMPLEX 4/9/18

NATURE OF PROCEEDINGS:

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has randomly assigned this case to this department for all purposes.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for June 1, 2018 at 2:00 p.m. in this department. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of

<p>MINUTES ENTERED 04/09/18 COUNTY CLERK</p>

DATE: 04/09/18

DEPT. 311

HONORABLE JOHN SHEPARD WILEY JR

JUDGE

M. MATA

DEPUTY CLERK

HONORABLE
#4

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. BIVINS, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BC699166

Plaintiff

Counsel

BARNABAS CLOTHING INC ET AL

NO APPEARANCES

VS

Defendant

KABBAGE INC ET AL

Counsel

DEEMED COMPLEX 4/9/18

NATURE OF PROCEEDINGS:

Prejudice pursuant to Code of Civil Procedure Section 170.6.

Counsel are directed to access the following link for information on procedures in the Complex Litigation Program courtrooms:

<http://www.lacourt.org/division/civil/CI0037.aspx>

According to Government Code Section 70616 subdivisions (a) and (b), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court within 10 calendar days from this date.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven days of service.

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the minute order and Initial Status Conference Order dated 4/9/18 upon each party or counsel named below by placing the document for collection and mailing so as to

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 04/09/18

DEPT. 311

HONORABLE JOHN SHEPARD WILEY JR JUDGE

M. MATA

DEPUTY CLERK

HONORABLE #4 JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. BIVINS, CA Deputy Sheriff

NONE

Reporter

8:30 am BC699166

Plaintiff

Counsel

BARNABAS CLOTHING INC ET AL

NO APPEARANCES

VS

Defendant

KABBAGE INC ET AL

Counsel


DEEMED COMPLEX 4/9/18

NATURE OF PROCEEDINGS:

cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: April 9, 2018

Sherri R. Carter, Executive Officer/Clerk

By: 
MARIBEL MATA, Deputy Clerk

Stanley D. Saltzman, Esq.
Adam M. Tamburelli, Esq.
MARLIN & SALTZMAN LLP
29800 Agoura Road
Suite 210
Agoura Hills, CA 91301

MINUTES ENTERED
04/09/18
COUNTY CLERK

EXHIBIT I

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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles
APR 9 2018
Sherri R. Carter, Executive Officer/Clerk of Court
By: Maribel Mata, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT

BARNABAS CLOTHING, INC,

Plaintiff,

vs.

KABBAGE, INC.

Defendant,

Case No.:BC699166

CLASS ACTION
INITIAL STATUS CONFERENCE ORDER

Case Assigned for All Purposes to
Judge John Shepard Wiley Jr.

Department: 311
Date: June 1, 2018
Time: 2:00 p.m.

This case has been assigned for all purposes to Judge John Shepard Wiley Jr. in the complex Litigation Program. An Initial Status Conference is set for June 1, 2018 at 2:00 p.m. in Department 9 located in the Los Angeles Superior Court at United States Court House, 312 N. Spring Street, Los Angeles, CA 90012. Counsel for all parties are ordered to attend.

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as possible, on a case management plan. To this end, counsel must file a Joint Initial Status

1 Conference Class Action Response Statement five court days before the Initial Status Conference.
2 The Joint Response Statement must be filed on line-numbered pleading paper and must
3 specifically answer each of the below-numbered questions. Do not the use the Judicial Council
4 Form CM-110 (Case Management Statement).

5 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and
6 presently-named defendants, together with all counsel of record, including counsel's contact and
7 email information.

8 **2. POTENTIAL ADDITIONAL PARTIES:** Does any plaintiff presently intend to add
9 more class representatives? If so, and if known, by what date and by what name? Does any
10 plaintiff presently intend to name more defendants? If so, and if known, by what date and by what
11 name? Does any appearing defendant presently intend to file a cross-complaint? If so, who will
12 be named.

13 **3. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong
14 person or entity, please explain.

15 **4. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party
16 believes one or more named plaintiffs might not be an adequate class representative, please
17 explain. No prejudice will attach to these responses.

18 **5. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

19 **6. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list
20 other cases with overlapping class definitions. Please identify the court, the short caption title, the
21 docket number, and the case status.

22 **7. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION**
23 **WAIVER CLAUSES:** Please include a sample of any clause of this sort. Opposing parties must
24 summarize their views on this issue.

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1 **8. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel are to identify and
2 describe the significant core issues in the case. Counsel then is to identify efficient ways to
3 resolve those issues. The vehicles include:

- 4 ■ Motion to Compel Arbitration,
- 5 ■ Early motions in limine,
- 6 ■ Early motions about particular jury instructions and verdict forms,
- 7 ■ Demurrers,
- 8 ■ Motions to strike,
- 9 ■ Motions for judgment on the pleadings, and
- 10 ■ Motions for summary judgment and summary adjudication.

11 **NOTE: Effective 2012, by stipulation a party may move for summary adjudication of**
12 **a legal issue or a claim for damages that does not completely dispose of a cause of action, an**
13 **affirmative defense, or an issue of duty.¹ Counsels are to analyze, discuss, and report on the**
14 **relevance of this powerful new procedure.**

15 **9. CLASS CONTACT INFORMATION:** Does plaintiff need class contact information
16 from the defendant’s records? If so, do the parties consent to an “opt-out” notice process (as
17 approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554, 561) to
18 precede defense delivery of this information to plaintiff’s counsel? If the parties agree on the
19 notice process, who should pay for it? Should there be a third-party administrator?
20

21 **10. PROTECTIVE ORDERS:** Parties considering an order to protect confidential
22 information from general disclosure should begin with the model protective orders found on the
23 Los Angeles Superior Court Website under “Civil Tools for Litigators.”
24

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27 ¹See Code Civ. Proc. § 437c, subd. (s)
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11. DISCOVERY: Please discuss discovery. Do the parties agree on a plan? If not, can the parties negotiate a compromise? At minimum, please summarize each side’s views on discovery. The court generally allows discovery on matters relevant to class certification, which (depending on circumstances) may include factual issues also touching the merits. The court generally does not permit extensive or expensive discovery relevant only to the merits (for example, detailed damages discovery) unless a persuasive showing establishes early need. If any party seeks discovery from absent class members, please estimate how many, and also state the kind of discovery you propose.²

12. INSURANCE COVERAGE: Please state (1) if there is insurance for indemnity or reimbursement, and (2) whether there are any insurance coverage issues that might affect settlement.

13. ALTERNATIVE DISPUTE RESOLUTION: Please discuss ADR and state each party’s position about it. If pertinent, how can the court help identify the correct neutral and prepare the case for a successful settlement negotiation?

14. TIMELINE FOR CASE MANAGEMENT: Please recommend dates and times for the following:

- The next status conference,
- A schedule for alternative dispute resolution, if it is relevant,
- A filing deadline for the motion for class certification, and
- Filing deadlines and descriptions for other anticipated non-discovery motions.

²See Code Civ. Proc. § 437c, subd. (s)

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15. ELECTRONIC SERVICE OF PAPERS: For efficiency the complex program requires the parties in every new case to use a third-party cloud service provider. Please agree on one and submit the parties’ choice when filing the Joint Initial Status Conference Class Action Response Statement. If there is agreement, please identify the vendor. If parties cannot agree, the court will select the vendor at the Initial Status Conference. Electronic service is not the same as electronic filing. Only traditional methods of filing by physical delivery of original papers or by fax filing are presently acceptable.

Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:

“A dismissal of an entire class action, or of any party or cause of action in a class action, requires court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the facts on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is being given for the dismissal and must describe the consideration in detail.”³ If the parties have settled the class action, that too will require judicial approval based on a noticed motion (although it may be possible to shorten time by consent for good cause shown).

Pending further order of this Court, and except as otherwise provided in this Initial Status Conference Order, these proceedings are stayed in their entirety. This stay shall preclude the filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court; however, any defendant may file a Notice of Appearance for purposes of identification of counsel and preparation of a service list. The filing of such a Notice of Appearance shall be without prejudice to any challenge to the jurisdiction of the Court, substantive or procedural challenges to the Complaint, without prejudice to any affirmative defense, and without prejudice

³ California Rule of Court, Rule 3.770(a)

1 to the filing of any cross-complaint in this action. This stay is issued to assist the Court and the
2 parties in managing this “complex” case through the development of an orderly schedule for
3 briefing and hearings on procedural and substantive challenges to the complaint and other issues
4 that may assist in the orderly management of these cases. This stay shall not preclude the parties
5 from informally exchanging documents that may assist in their initial evaluation of the issues
6 presented in this case, however shall stay all outstanding discovery requests.

7
8 Plaintiff’s counsel is directed to serve a copy of this Initial Status Conference Order on
9 counsel for all parties, or if counsel has not been identified, on all parties, within five days of
10 service of this order. If any defendant has not been served in this action, service is to be
11 completed within twenty days of the date of this order.

12
13 Dated:

14 APR 09 2018

15 JOHN SHEPARD WILEY JR.

16 Judge of the Los Angeles Superior Court
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EXHIBIT J



Department of State: Division of Corporations

[Allowable Characters](#)

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- UCC Forms and Fees
- Taxes
- Expedited Services
- Service of Process
- Registered Agents
- Get Corporate Status
- Submitting a Request
- How to Form a New Business Entity
- Certifications, Apostilles & Authentication of Documents

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	4917464	Incorporation Date / Formation Date:	12/22/2010 (mm/dd/yyyy)
Entity Name:	KABBAGE, INC.		
Entity Kind:	Corporation	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	CORPORATION SERVICE COMPANY		
Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19808
Phone:	302-636-5401		

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like Status Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

EXHIBIT K



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **KABBAGE, INC.** Control Number: **10089009**
 Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**
 Business Purpose: **NONE**
 Principal Office Address: **730 Peachtree Street, Suite 1100, Atlanta, GA, 30308, USA** Date of Formation / Registration Date: **12/22/2010**
 Jurisdiction: **Delaware** Last Annual Registration Year: **2018**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporation Service Company**
 Physical Address: **40 Technology Parkway South, #300, Norcross, GA, 30092, USA**
 County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
James Douglas	CFO	730 Peachtree St NE, Suite 1100, Atlanta, GA, 30308, USA
L. Scott Askins	Secretary	730 Peachtree St NE, Suite 1100, Atlanta, GA, 30308, USA
Rob J. Frohwein	CEO	730 Peachtree St. NE, Suite 1100, Atlanta, GA, 30308, USA

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[Filing History](#)

[Name History](#)

[Return to Business Search](#)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Kabbage, Inc. Accused of Engaging Celtic Bank in Illegal 'Rent-a-Bank' Lending Scheme](#)
