

1 **FAEGRE BAKER DANIELS LLP**
 2 TARIFA B. LADDON (SBN 240419)
 3 *tarifa.laddon@FaegreBD.com*
 4 RITA MANSURYAN (SBN 323034)
 5 *rita.mansuryan@FaegreBD.com*
 6 11766 Wilshire Boulevard, Suite 750
 7 Los Angeles, CA 90025
 8 Telephone: (310) 500-2090
 9 Facsimile: (310) 500-2091

10 SARAH L. BREW (*Pro Hac Vice* Forthcoming)
 11 *sarah.brew@FaegreBD.com*
 12 RORY F. COLLINS (*Pro Hac Vice* Forthcoming)
 13 *rory.collins@FaegreBD.com*
 14 2200 Wells Fargo Center
 15 90 South Seventh Street
 16 Minneapolis, MN 55402
 17 Telephone: (612) 766-7000
 18 Facsimile: (612) 766-1600

19 Attorneys for Defendant
 20 BLUE APRON, LLC

21 UNITED STATES DISTRICT COURT
 22 CENTRAL DISTRICT OF CALIFORNIA

23 KEEFE FERRANDINI, an
 24 individual; on behalf of herself and
 25 all others similarly situated,

26 Plaintiff,

27 vs.

28 BLUE APRON, LLC; and DOES 1
 through 10, inclusive,

Defendant.

Case No.

[Los Angeles County Superior Court,
 Case No. 19STCV32164]

**NOTICE OF REMOVAL BY
 DEFENDANT BLUE APRON, LLC,
 PURSUANT TO 28 U.S.C. § 1332(d)**

**[DIVERSITY JURISDICTION
 UNDER CLASS ACTION FAIRNESS
 ACT]**

Complaint filed: September 11, 2019
 Date Removed: October 23, 2019

1 PLEASE TAKE NOTICE that Defendant Blue Apron, LLC (“Blue Apron”)
2 hereby removes the above-captioned state court action from Los Angeles County
3 Superior Court, Case No. 19-ST-CV-32164 (the “Action”), to this Court pursuant to
4 28 U.S.C. § § 1441 and 1446. The grounds for removal are as follows:
5

6 1. A defendant has a right of removal where an action is brought in a state
7 court over which the district court has original jurisdiction.
8

9 2. This Court has original jurisdiction over this action pursuant to 28 U.S.C.
10 § 1332(d), and the action may be removed to this Court under 28 U.S.C. § 1441
11 because (1) the Action is brought on behalf of a putative class consisting of more than
12 100 members; (2) minimal diversity exists between the parties; and (3) the amount in
13 controversy exceeds \$5,000,000.
14

15 3. Venue is proper in this district because Los Angeles County Superior
16 Court is within the Central District of California, and Blue Apron has complied with
17 the procedural requirements of 28 U.S.C. § 1446.
18

19
20 **BACKGROUND**

21 4. On September 23, 2019, Plaintiff served a Summons and Complaint on
22 Blue Apron. A true and correct copy of that Summons and Complaint is attached
23 hereto as Exhibit A.
24

25 5. Plaintiff alleges in her Complaint that Blue Apron misrepresented that its
26 meals delivered to its subscribers contain “responsibly sourced, quality ingredients,”
27 “higher-quality ingredients,” or “highest-quality ingredients” because one of the meals
28

1 she received included an ingredient that later was the subject of a voluntary recall
2 “due to the potential presence of Salmonella bacteria.” (Compl. ¶¶ 10, 13–14.)

3
4 6. Plaintiff brings this Action on behalf of herself and a proposed class
5 defined to include “[a]ll persons or entities who purchased Defendant’s Salmonella
6 contaminated food in California.” (*Id.* ¶ 17.)

7
8 7. Plaintiff asserts claims under California’s Consumer Legal Remedies
9 Act, Cal. Civ. Code § 1750 *et seq.*; Song-Beverly Consumer Warranty Act, Cal. Civ.
10 Code §§ 1792 and 1791.1; and Unfair Competition Law, Cal. Bus. & Prof. Code
11 § 17200 *et seq.* (Compl. ¶¶ 26–45.) She seeks compensatory damages and/or
12 restitution, punitive damages, injunctive relief, and attorneys’ fees. (*Id.* at 9 (Prayer
13 for Relief).)

14
15 **REMOVAL IS PROPER IN THIS CASE**

16
17 **I. THE COURT HAS ORIGINAL JURISDICTION PURSUANT TO CAFA,**
18 **28 U.S.C. § 1332(D).**

19 8. Under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d),
20 federal district courts have original jurisdiction over any putative class action in which
21 (1) there are at least 100 putative class members, (2) any putative class member is a
22 citizen of a state different from any defendant, and (3) the aggregated claims of the
23 members of the putative class exceed \$5 million. *See Jordan v. Nationstar Mortg.,*
24 *LLC*, 781 F.3d 1178, 1182 (9th Cir. 2015); 28 U.S.C. § 1332(d). Here, all three
25 requirements are met.
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a. The putative class consists of more than 100 members.

9. CAFA defines “class action” as “any civil action filed under rule 23 of the Rules of Civil Procedure or similar state statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

10. Here, the Complaint is titled “Class Action Complaint” and is brought by Plaintiff on behalf of herself and “all others similarly situated.” (Compl. at 1.) Under the heading “Numerosity of the Class,” Plaintiff does not estimate the number of class members but alleges that the class members are “so numerous that joinder is impracticable.” (*Id.* ¶ 20.)

11. Blue Apron sold meal kits containing the recalled tahini product to more than 100 customers in California. (*See* Declaration of John O’Hara in Support of Notice of Removal ¶ 4.)

12. By a preponderance of the evidence, the putative class consists of more than 100 members.

b. Minimal diversity exists between the parties.

13. CAFA requires that only “minimal diversity” exist; that is, the citizenship of at least one putative class member must differ from that of at least one defendant. *See* 28 U.S.C. §§ 1332(d)(2)(A).

14. The Complaint alleges that Plaintiff is a citizen of California and a resident of Los Angeles County. (Compl. ¶ 6.) Plaintiff both resides in California

1 and, upon information and belief, has the intention to remain there. Plaintiff brings
2 this instant class action on behalf of all persons purchased Defendant’s Salmonella
3 contaminated food in California,” (*id.* ¶ 17), further establishing her California
4 residence. Because Plaintiff is domiciled in California, she is a citizen of California
5 for purposes of determining diversity.
6

7 15. For purposes of diversity of citizenship, a business organized as a
8 corporation is “deemed to be a citizen of a State by which it has been incorporated”
9 and also a citizen “of the State where it has its principal place of business.”
10 *Wachovia Bank v. Schmidt*, 546 U.S. 303, 306 (2006) (citing U.S.C. 28 § 1332(c)(1)).
11 A business organized as an unincorporated limited liability corporation is deemed to
12 be a citizen of the State of each of its members. *See Johnson v. Columbia Properties*
13 *Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006) (“[A]n LLC is a citizen of every
14 state of which its owners/members are citizens.”); *Americold Realty Trust v. Conagra*
15 *Foods, Inc.*, 136 S. Ct. 1012, 1016 (2016) (“So long as ... an entity is unincorporated,
16 we apply our ‘oft-repeated rule’ that it possesses the citizenship of all its members.”).
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21 16. Defendant Blue Apron, LLC is a limited liability company whose sole
22 member is Blue Apron Holdings, Inc. Blue Apron Holdings, Inc. is a corporation
23 organized and existing under the laws of the State of Delaware and maintains its
24 principal place of business in the State of New York. Pursuant to 28 U.S.C.
25 § 1332(c)(1), Blue Apron Holdings, Inc. is deemed a citizen of both Delaware and
26 New York. Because a limited liability corporation is deemed to be a citizen of the
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1 State of each of its members, Blue Apron LLC is deemed a citizen of both Delaware
2 and New York.

3 17. Defendants “Does 1 through 10” are fictitious names and are thus
4 disregarded for purposes of determining diversity. 28 U.S.C. § 1441(b)(1).
5

6 18. CAFA’s minimal diversity requirement is satisfied because Plaintiff and
7 Blue Apron are citizens of different “States.” *See* 28 U.S.C. §§ 1332(d)(2)(A).
8

9 **c. The amount in controversy requirement is satisfied.**

10 19. This Action meets CAFA’s amount-in-controversy requirement because
11 Plaintiff’s Complaint seeks relief that, in the aggregate, exceeds CAFA’s \$5 million
12 jurisdictional threshold.
13

14 20. Under CAFA, the “claims of the individual class members must be
15 aggregated.” 28 U.S.C. § 1332(d)(6). “[T]he [CAFA] statute tells the District Court
16 to determine whether it has jurisdiction by adding up the value of the claim of each
17 person who falls within the . . . proposed class and determine whether the resulting
18 sum exceeds \$5 million.” *Standard Fire Ins. Co. v. Knowles*, 133 S. Ct. 1345, 1348
19 (2013). If the Court is uncertain whether the amount in controversy exceeds \$5
20 million, then “the court should err in favor of exercising jurisdiction over the case.” S.
21 Rep. No. 109-14, at 42 (2005).
22
23
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25 21. A notice of removal “need include only a plausible allegation that the
26 amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin*
27 *Operating Co. LLC v. Owens*, 135 S. Ct. 547, 554 (2014). Evidence is only required
28

1 if “the plaintiff contests, or the court questions, the defendant’s allegation.” *Id.*

2 22. Although the Complaint does not demand a specific dollar amount in
3 damages, the preponderance of the evidence demonstrates that the matter in
4 controversy with respect to aggregated claims of the proposed class exceeds
5 \$5,000,000. *See* 28 U.S.C. § 1446(c)(2)(B) (requisite amount in controversy may be
6 demonstrated by “preponderance of the evidence”).
7
8

9 23. Plaintiff seeks restitution of amounts California consumers paid to Blue
10 Apron, “including but not limited to, the cost of the food, the cost of replacement,
11 and/or medical expenses.” (Compl. ¶ 39; *id.* at 9–10 (Prayer for Relief).) As
12 described in the O’Hara Declaration filed in support of this Notice of Removal, the
13 sales of Blue Apron meals in California that contained the recalled tahini product
14 exceeded \$1.5 million. (*See* O’Hara Decl. ¶ 4.) Thus, the restitution amount in
15 controversy exceeds \$1.5 million.
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18 24. Plaintiff also seeks, on behalf of herself and the proposed class,
19 compensatory damages such as cost of replacement and/or medical expenses, punitive
20 damages, injunctive relief, and attorneys’ fees (which Plaintiff may recover if she
21 prevails on either her CLRA or Song-Beverly Consumer Warranty Act claims, *see*
22 Cal. Civ. Code § 1780(e); Cal. Civ. Code § 1794(d)). (Compl. at 9–10.) Each of
23 these amounts should be considered with respect to the amount in controversy.
24
25 *Fritsch v. Swift Transportation Co. of Arizona, LLC*, 899 F.3d 785, 793 (9th Cir.
26 2018) (“Among other items, the amount in controversy includes damages
27
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1 (compensatory, punitive, or otherwise), the costs of complying with an injunction, and
2 attorneys' fees awarded under fee-shifting statutes or contract.”).

3 25. Replacement food would likely equal the cost of the Blue Apron meals,
4 and medical expenses would also be substantial. Thus, the compensatory damages at
5 issue equal (if not exceed) the restitution amount, bringing the total amount in
6 controversy to at least \$3 million.
7

8 26. A punitive damages award could equal (if not exceed) the compensatory
9 damages, bringing the total amount at issue to at least \$4.5 million. *See Bayol v.*
10 *Zipcar, Inc.*, 2015 WL 4931756, at *9 (N.D. Cal. Aug. 18, 2015) (in putative
11 consumer class action alleging violations of the CLRA and UCL, using a
12 “conservative 1:1 ratio for punitive to compensatory damages, and using Zipcar’s
13 estimate of late fees collected from California residents as a conservative estimate of
14 compensatory damages,” for amount-in-controversy analysis).
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18 27. A reasonable attorneys' fee award would be 25% of the class award's
19 common fund (including restitution, compensatory and punitive damages), which
20 would bring the total amount at issue to at least \$5.6 million. *See id.* at 10 (using 25%
21 of total damages as the “benchmark estimate” of attorneys' fees for amount-in-
22 controversy analysis).
23
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25 28. The costs of complying with an injunction, which could require Blue
26 Apron to modify its marketing, advertising, and packaging, could amount to several
27 hundred thousand dollars.
28

1 29. Together, the amounts put in controversy by Plaintiff's request for class-
2 wide restitution, compensatory damages, punitive damages, injunctive relief, and
3 attorneys' fees will, by a preponderance of the evidence, exceed \$5,000,000. *See id.*
4 (where compensatory damages were estimated at \$2.8 million, finding that addition of
5 punitive damages, attorneys' fees, and cost of injunctive relief raised total amount in
6 controversy above \$7 million). Accordingly, CAFA's amount in controversy
7 requirement is satisfied. *See* 28 U.S.C. § 1332(d)(2).
8

9
10 **d. No CAFA exceptions apply.**

11 30. This action does not fall within any exclusion to removal jurisdiction
12 under 28 U.S.C. § 1332(d) and Plaintiff has the burden of proving otherwise. *See*
13 *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021 (9th Cir. 2007).
14

15 **II. THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE**
16 **SATISFIED.**

17 31. This Notice of Removal is filed with this Court within 30 days after
18 Plaintiff served Blue Apron with the Complaint and is therefore timely pursuant to 28
19 U.S.C. § 1446(b)(1).
20

21 32. The United States District Court for the Central District of California is
22 the federal judicial district encompassing the Los Angeles County Superior Court,
23 where Plaintiff originally filed this suit, making this the proper federal district for
24 removal of this case to federal court. 28 U.S.C. § 1441(a).
25
26

27 33. Attached as Exhibit B is a copy of all process, pleadings, papers, or
28 orders that have been filed in this action in the Los Angeles County Superior Court.

1 34. Pursuant to 28 U.S.C. § 1446(d), Blue Apron will promptly file a copy of
2 this Notice of Removal with the clerk of the Los Angeles County Superior Court and
3 will serve a copy of same upon counsel for Plaintiff.
4

5 **III. NON-WAIVER OF DEFENSES.**

6 35. If any question arises as to the propriety of the removal of this action, or
7 in the event the Court considers remand *sua sponte*, Defendant requests the
8 opportunity to brief any disputed issues and to present oral argument in support of its
9 position that this action is properly removable. *See Dart Cherokee Basin Operating*
10 *Co.*, 135 S. Ct. at 554.
11

12 36. Nothing in this Notice of Removal shall be interpreted as a waiver or
13 relinquishment of Defendant's right to assert any defense or affirmative matter,
14 including, without limitation, the defenses of (a) lack of jurisdiction over the person;
15 (b) improper venue; (c) insufficiency of process; (d) insufficiency of service of
16 process; (e) improper joinder of claims and/or parties; (f) failure to state a claim; (g)
17 failure to join an indispensable party(ies); (h) lack of standing; or (i) any other
18 procedural or substantive defense available under state or federal law.
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22 37. Blue Apron reserves the right to amend or supplement this Notice of
23 Removal.
24

25 ///

1 WHEREFORE, Defendant hereby removes the above-captioned case to this Court.

2 Dated: October 23, 2019

FAEGRE BAKER DANIELS LLP

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4
5 */s/ Rita Mansuryan*

TARIFA B. LADDON

RITA MANSURYAN

7 Attorneys for Defendant

8 BLUE APRON, LLC

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EXHIBIT A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

BLUE APRON, LLC; and DOES 1 through 10, inclusive

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

KEEFE FERRANDINI, an individual; on behalf of herself and all others similarly situated

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

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

SEP 11 2019

Sherri R. Carter, Executive Officer/Clerk of Court

By: Isaac Lovo, Deputy

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), 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.

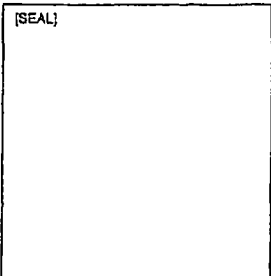
The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court
312 North Spring Street
Los Angeles, CA 90012

CASE NUMBER:
(Número de Caso): **19STCV32164**

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):
Haffner Law PC, 445 S. Figueroa Street, Suite 2625, Los Angeles, CA 90071. (213) 514-5681

DATE: -- **SEP 11 2019** SHERRI R. CARTER Clerk, by Isaac Lovo, Deputy
(Fecha) (Secretaria) (Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
Blue Apron, LLC
- 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): **LLC**
- by personal delivery on (date): **9/23/19**

1 Joshua H. Haffner, Esq. SBN 188652
2 jh@haffnerlawyers.com
3 Graham G. Lambert, Esq. SBN 303056
4 gl@haffnerlawyers.com
5 **HAFFNER LAW PC**
6 445 South Figueroa Street, Suite 2625
7 Los Angeles, California 90071
8 Telephone: (213) 514-5681
9 Facsimile: (213) 514-5682

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 11 2019

Sheri R. Carter, Executive Officer/Clerk of Court
By: Isaac Lovo, Deputy

6 Attorneys for Plaintiff Keefe Ferrandini
7 and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 KEEFE FERRANDINI, an individual; on
12 behalf of herself and all others similarly
13 situated,

13 Plaintiffs,

14 v.

15 BLUE APRON, LLC; and DOES 1 through
16 10, inclusive,

17 Defendants.

Case No. **19STCV32164**

CLASS ACTION COMPLAINT FOR:

(1) **VIOLATION OF CONSUMER
LEGAL REMEDIES ACT;**

(2) **BREACH OF IMPLIED
WARRANTY; AND**

(3) **UNFAIR BUSINESS PRACTICES.**

JURY TRIAL DEMANDED

By Fax

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1 Plaintiff Keefe Ferrandini (“Plaintiff”) brings this class action against Defendant Blue
2 Apron, LLC and Does 1 through 10 (collectively “Defendant”), and respectfully alleges the
3 following:

4 **NATURE OF THE ACTION**

5 1. This is a California statewide class action for violation of the Consumer Legal
6 Remedies Act (“CLRA”), Breach of Warranty, and Unfair Business Practices, arising out of
7 Defendants’ provision of Salmonella-contaminated meals to its customers.

8 2. Defendant provides pre-prepared meals to the public, and advertising on its
9 website and elsewhere that its food and meals as “responsibly sourced, quality ingredients.” This
10 advertising is false and misleading, as Defendants fail and failed to take proper steps to ensure
11 that is ingredients were quality ingredients, and not contaminated with Salmonella.

12 3. Plaintiff was Defendant’s customer, and purchased and consumed Salmonella-
13 contaminated meals from Defendant. Although Defendant has acknowledged its food was
14 contaminated with Salmonella, it has offered no refund to its customers, and has rejected
15 Plaintiff’s demand for remedial action pursuant to the CLRA.

16 4. Plaintiff seeks for herself and the Class compensatory damages, punitive damages,
17 and restitution.

18 **JURISDICTION AND VENUE**

19 5. This Court has jurisdiction over the entire action by virtue of the fact that this is a
20 civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the
21 jurisdictional minimum of the Court. The acts and omissions complained of in this action took
22 place in the State of California. Venue is proper because this is a class action, the acts and/or
23 omissions complained of took place, in whole or in part within the venue of this Court.

24 **PARTIES**

25 6. Plaintiff Keefe Ferrandini, was, at all relevant times, a citizen of the State of
26 California, and resident in the County of Los Angeles.

27 7. Defendant Blue Apron, LLC was, at all relevant times, a Company doing business
28 in the County of Los Angeles, State of California.

1 8. Plaintiff is currently ignorant of the true names and capacities, whether individual,
2 corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1
3 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will
4 seek leave to amend this complaint to allege the true names and capacities of said fictitiously
5 named defendants when their true names and capacities have been ascertained. Plaintiff is
6 informed and believe and thereon alleges that each of the fictitiously named defendants is legally
7 responsible in some manner for the events and occurrences alleged herein, and for the damages
8 suffered by the Class.

9 9. Plaintiff is informed and believes and thereon alleges that all defendants, including
10 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
11 ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other
12 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
13 employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or
14 implied permission, knowledge, consent authorization and ratification of their co-defendants;
15 however, each of these allegations are deemed “alternative” theories whenever not doing so
16 would result in a contradiction with other allegations.

17 **FACTS COMMON TO ALL CAUSES OF ACTION**

18 10. Defendant operates a company that provides and delivers pre-made meals to the
19 public. Defendant advertises their meals, including on their website, as premier, healthy meals,
20 and promises they are “responsibly sourced, quality ingredients.” Defendant markets on their
21 website that they partner with farmers “to raise the highest-quality ingredients,” creating “better
22 standards for growing food and raising animals,” and this means “higher quality ingredients.”

23 11. Defendant represented and advertised that their meals were safe for intended use,
24 including consumption.

25 12. When subscribing to Defendant’s services, Plaintiff reviewed Defendant’s website
26 and relied on the representations made, including the representations regarding Defendant’s
27 responsibly sourced, quality ingredients.
28

1 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

2 21. **Existence of Predominance of Common Questions of Fact and Law:** Common
3 questions of law and fact exist as to all members of the Class. These questions predominate over
4 any questions affecting only individual Class members. These common legal and factual
5 questions include:

- 6 a. Whether Defendant's Salmonella contaminated food is defective because it contains a
7 bacteria that causes illness;
- 8 b. Whether Defendant violated Civil Code §1770(a)(5) or the CLRA;
- 9 c. Whether Defendants violated Civil Code §1770(a)(7) or the CLRA;
- 10 d. Whether Defendant violated Civil Code §1770(a)(9) or the CLRA;
- 11 e. Whether Defendant's Salmonella contaminated food breached the implied warranty
12 of merchantability;
- 13 f. Whether Defendant's conduct in connection with their Salmonella contaminated food
14 is an unlawful business practice;
- 15 g. The nature and extent of class-wide injury and the measure of damages for the injury.

16 22. **Typicality:** Plaintiff's claims are typical of the claims of the members of the
17 classes she represents because Plaintiff used Defendant's Salmonella contaminated food, and was
18 injured by it and unable to use it because of a common defect. Plaintiff and the members of the
19 classes she represents sustained the same or similar types of damages and losses.

20 23. **Adequacy:** Plaintiff is an adequate representative of the Class she seeks to
21 represent because her interests do not conflict with the interests of the members of the subclasses
22 Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in complex
23 class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of
24 members of each Class will be fairly and adequately protected by Plaintiff and her counsel.

25 24. **Superiority and Substantial Benefit:** The class action is superior to other
26 available means for the fair and efficient adjudication of Plaintiff and the Class members' claims.
27 The damages suffered by each individual Class member may be limited. Damages of such
28 magnitude are small given the burden and expense of individual prosecution of the complex and

1 extensive litigation necessitated by Defendant's conduct. Further, it would be virtually
2 impossible for the Class members to redress the wrongs done to them on an individual basis. Even
3 if members of the Class themselves could afford such individual litigation, the court system could
4 not. Individualized litigation increases the delay and expense to all parties and the court system,
5 due to the complex legal and factual issues of the case. By contrast, the class action device
6 presents far fewer management difficulties, and provides the benefits of single adjudication,
7 economy of scale, and comprehensive supervision by a single court.

8 25. The Class(es) should also be certified because:

9 a. The prosecution of separate actions by individual members of the Class would
10 create a risk of inconsistent or varying adjudications with respect to individual Class members
11 which would establish incompatible standards of conduct for Defendants;

12 b. The prosecution of separate actions by individual members of the Class would
13 create a risk of adjudication with respect to them, which would, as a practical matter, be
14 dispositive of the interests of the other Class members not parties to the adjudications, or
15 substantially impair or impede their ability to protect their interests; and

16 c. Defendants have acted or refused to act on grounds generally applicable to the
17 Class, and/or the general public, thereby making appropriate final and injunctive relief with
18 respect to the Classes as a whole.

19 **FIRST CAUSE OF ACTION**
20 **(Violation of Consumer Legal Remedies Act)**
21 **(By Plaintiff and all class members against all Defendants)**

22 26. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
23 Complaint, as though fully set forth herein.

24 27. This cause of action is brought under the Consumer Legal Remedies Act,
25 California Civil Code §1750 *et seq.* Plaintiff and members of the Class are consumers as defined
26 by California Civil Code §1761(d). The food provided by Defendant at issue are goods and/or
27 services within the meaning of Civil Code §1761(a).
28

1 28. Defendant violated and continue to violate the CLRA by engaging in the following
2 practices proscribed by California Civil Code §1770(a) in transactions with Plaintiff and members
3 of the Class, which were intended to result in, and did result in, the sale of food to Plaintiff and
4 members of the Class:

- 5 a. Representing that goods . . . have . . . characteristics, . . . [or] uses . . . which they do
6 not have, in violation of Civil Code §1770(a)(5);
- 7 b. Representing that goods . . . are of a particular standard . . ., if they are of another, in
8 violation of Civil Code §1770(a)(7); and
- 9 c. Advertising goods or services with intent not to sell them as advertised, in
10 violation of Civil Code §1770(a)(9).

11 29. Defendant have undertaken unfair methods of competition and unfair or deceptive
12 acts or practices in transactions intended to result or which results in the sale of goods and/or
13 services to a consumer, as alleged herein.

14 30. As a result of the employment by Defendants of the above-alleged methods, acts,
15 and practices, Plaintiff and the class suffered damage within the meaning of Civil Code §1780(a),
16 entitling them to injunctive relief. Pursuant to Civil Code §1782(d), Plaintiff and the class further
17 seek compensatory damages and/or restitution, and, in light of Defendants' willful and/or
18 conscious disregard of the safety and rights of Plaintiff and the class, Plaintiff and the class also
19 intend to seek an award of punitive damages.

20 31. Pursuant to Civil Code §1782(a), Plaintiff provided notice to Defendants of the
21 above-alleged methods, acts, and practices more than 30 days prior to the initiation of this
22 lawsuit.

23 32. As a proximate result of Defendants' violations of the CLRA, Plaintiff and the
24 Class request that Defendants be enjoined from engaging in the aforementioned conduct in
25 violation of the CLRA.

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SECOND CAUSE OF ACTION

(Breach Of Implied Warranty)

(By Plaintiff and all class members against all Defendants)

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3 33. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
4 Complaint, as though fully set forth herein.

5 34. This cause of action is brought under Song-Beverly Consumer Warranty Act, Civil
6 Code §§1792 and 1791.1.

7 35. Defendant was at all times the manufacturer, distributor, warrantor, or seller of the
8 food products at issue in this action. Defendant knew or should have know of the use for which
9 the food was purchased. However, the food was not fit for its ordinary purpose because it was
10 contaminated with Salmonella bacteria, which carried a risk and had a propensity to cause or
11 potentially cause injury.

12 36. Defendant impliedly warranted that the food was of merchantable quality and fit
13 for its intended use. This implied warranty included, among other things: (i) a warranty that the
14 food supplied, distributed, and/or sold by Defendant was safe for consumption; and (ii) a warranty
15 that the food would be fit for its intended use.

16 37. Contrary to the applicable implied warranties, the food, at the time of sale and
17 thereafter, was not fit for its ordinary and intended purpose. Instead, it was dangerous and
18 defective because it was contaminated with Salmonella bacteria.

19 38. Defendant's actions complained of herein breached the implied warranty that the
20 food it provided was of merchantable quality and fit for use as safe and reliable food, in violation
21 of Civil Code §§1792 and 1791.1.

22 39. As a result of Defendants' breaches, Plaintiff and the Class members have suffered
23 damages and/or are entitled to restitution, including but not limited to, the cost of the food, the
24 cost of replacement, and/or medical expenses.

THIRD CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT

(By Plaintiff and all class members against all Defendants)

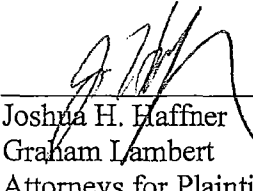
25
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27 40. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
28 Complaint, as though fully set forth herein.

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- §1780(a);
- E. Punitive damages pursuant to Civil Code §1780(a);
- F. Awarding restitutionary disgorgement from Defendants to Plaintiff and the Class;
- G. Any and all remedies for breach of express warranty, including under California Civil Code §1794;
- H. Any and all remedies pursuant to the Song-Beverly Act, including under California Civil Code §1794;
- I. Attorney's fees and costs;
- J. For such other relief the Court deems just and proper.

DATED: September 9, 2019

HAFFNER LAW PC

By: 

Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiff and others
Similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Class members on all claims or causes of action so triable.

DATED: September 9, 2019

HAFFNER LAW PC

By:



Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiff and others
Similarly situated

EXHIBIT B



Notice of Service of Process

Transmittal Number: 20440719
Date Processed: 09/25/2019

Primary Contact: Lauren Picconi
Blue Apron, LLC
40 W 23rd St
Fl 5
New York, NY 10010-5387

Electronic copy provided to: Eamon Wizner

Entity: Blue Apron, LLC
Entity ID Number 3056404

Entity Served: Blue Apron, LLC

Title of Action: Keefe Ferrandini vs. Blue Apron, LLC

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 19STCV32164

Jurisdiction Served: California

Date Served on CSC: 09/23/2019

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Joshua H. Haffner
213-514-5681

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

BLUE APRON, LLC; and DOES 1 through 10, inclusive

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

KEEFE FERRANDINI, an individual; on behalf of herself and all others similarly situated

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

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

SEP 11 2019

Sherri R. Carter, Executive Officer/Clerk of Court

By: Isaac Lovo, Deputy

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), 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.

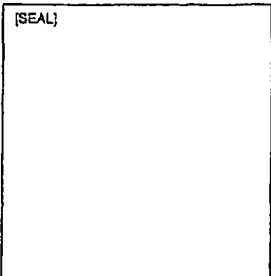
The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court
312 North Spring Street
Los Angeles, CA 90012

CASE NUMBER:
(Número de Caso) **19STCV32164**

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):
Haffner Law PC, 445 S. Figueroa Street, Suite 2625, Los Angeles, CA 90071. (213) 514-5681

DATE: -- **SEP 11 2019** SHERRI R. CARTER Clerk, by Isaac Lovo, Deputy
(Fecha) (Secretaria) (Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
Blue Apron, LLC
- 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): **LLC**
- by personal delivery on (date): **9/23/19**

1 Joshua H. Haffner, Esq. SBN 188652
2 jhh@haffnerlawyers.com
3 Graham G. Lambert, Esq. SBN 303056
4 gl@haffnerlawyers.com
5 **HAFFNER LAW PC**
6 445 South Figueroa Street, Suite 2625
7 Los Angeles, California 90071
8 Telephone: (213) 514-5681
9 Facsimile: (213) 514-5682

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

SEP 11 2019

Sheri R. Carter, Executive Officer/Clerk of Court
By: Isaac Lovo, Deputy

6 Attorneys for Plaintiff Keefe Ferrandini
7 and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 KEEFE FERRANDINI, an individual; on
12 behalf of herself and all others similarly
13 situated,

13 Plaintiffs,

14 v.

15 BLUE APRON, LLC; and DOES 1 through
16 10, inclusive,

17 Defendants.

Case No. **19STCV32164**

CLASS ACTION COMPLAINT FOR:

(1) **VIOLATION OF CONSUMER
LEGAL REMEDIES ACT;**

(2) **BREACH OF IMPLIED
WARRANTY; AND**

(3) **UNFAIR BUSINESS PRACTICES.**

JURY TRIAL DEMANDED

By Fax

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1 Plaintiff Keefe Ferrandini (“Plaintiff”) brings this class action against Defendant Blue
2 Apron, LLC and Does 1 through 10 (collectively “Defendant”), and respectfully alleges the
3 following:

4 **NATURE OF THE ACTION**

5 1. This is a California statewide class action for violation of the Consumer Legal
6 Remedies Act (“CLRA”), Breach of Warranty, and Unfair Business Practices, arising out of
7 Defendants’ provision of Salmonella-contaminated meals to its customers.

8 2. Defendant provides pre-prepared meals to the public, and advertising on its
9 website and elsewhere that its food and meals as “responsibly sourced, quality ingredients.” This
10 advertising is false and misleading, as Defendants fail and failed to take proper steps to ensure
11 that is ingredients were quality ingredients, and not contaminated with Salmonella.

12 3. Plaintiff was Defendant’s customer, and purchased and consumed Salmonella-
13 contaminated meals from Defendant. Although Defendant has acknowledged its food was
14 contaminated with Salmonella, it has offered no refund to its customers, and has rejected
15 Plaintiff’s demand for remedial action pursuant to the CLRA.

16 4. Plaintiff seeks for herself and the Class compensatory damages, punitive damages,
17 and restitution.

18 **JURISDICTION AND VENUE**

19 5. This Court has jurisdiction over the entire action by virtue of the fact that this is a
20 civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the
21 jurisdictional minimum of the Court. The acts and omissions complained of in this action took
22 place in the State of California. Venue is proper because this is a class action, the acts and/or
23 omissions complained of took place, in whole or in part within the venue of this Court.

24 **PARTIES**

25 6. Plaintiff Keefe Ferrandini, was, at all relevant times, a citizen of the State of
26 California, and resident in the County of Los Angeles.

27 7. Defendant Blue Apron, LLC was, at all relevant times, a Company doing business
28 in the County of Los Angeles, State of California.

1 8. Plaintiff is currently ignorant of the true names and capacities, whether individual,
2 corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1
3 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will
4 seek leave to amend this complaint to allege the true names and capacities of said fictitiously
5 named defendants when their true names and capacities have been ascertained. Plaintiff is
6 informed and believe and thereon alleges that each of the fictitiously named defendants is legally
7 responsible in some manner for the events and occurrences alleged herein, and for the damages
8 suffered by the Class.

9 9. Plaintiff is informed and believes and thereon alleges that all defendants, including
10 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
11 ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other
12 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
13 employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or
14 implied permission, knowledge, consent authorization and ratification of their co-defendants;
15 however, each of these allegations are deemed "alternative" theories whenever not doing so
16 would result in a contradiction with other allegations.

17 **FACTS COMMON TO ALL CAUSES OF ACTION**

18 10. Defendant operates a company that provides and delivers pre-made meals to the
19 public. Defendant advertises their meals, including on their website, as premier, healthy meals,
20 and promises they are "responsibly sourced, quality ingredients." Defendant markets on their
21 website that they partner with farmers "to raise the highest-quality ingredients," creating "better
22 standards for growing food and raising animals," and this means "higher quality ingredients."

23 11. Defendant represented and advertised that their meals were safe for intended use,
24 including consumption.

25 12. When subscribing to Defendant's services, Plaintiff reviewed Defendant's website
26 and relied on the representations made, including the representations regarding Defendant's
27 responsibly sourced, quality ingredients.

28

1 13. In or about November 2018, Plaintiff purchased, received from Defendant, and
2 served to her family and consumed herself, a meal called “Dukkah-Spiced Beef and Couscous.”
3 Plaintiff used Defendant’s food as it is intended, and because of the Salmonella contamination,
4 the food provided by Defendant was not fit for human consumption or its ordinary purpose.

5 14. On November 27, 2018, Plaintiff received an email with the subject line “Sesame
6 Tahini Supplier Recall.” The email stated that “one of our suppliers is conducting a voluntary
7 recall of its sesame tahini product due to the potential presence of Salmonella bacteria.”
8 (Attached as Exhibit A to this complaint is a true and correct copy of the November 27, 2018
9 email Plaintiff received from Defendant.) Defendant’s email stated that if the meal had been
10 consumed, “immediately consult your healthcare provider if you have any concerns.” Receipt of
11 the letter caused foreseeable distress and anxiety to Plaintiff.

12 15. Defendant did not offer to provide any refund for the meals they provided which
13 were contaminated with Salmonella.

14 16. Defendant failed to warn consumers of the danger of the potential danger from the
15 Salmonella contaminated food they provided. Defendants’ meals contaminated with Salmonella
16 were defective and unsafe, and the defect is a safety hazard.

17 **CLASS ALLEGATIONS**

18 17. Plaintiff brings this action on behalf of herself, and on behalf of all others similarly
19 situated, and as a member of the Class defined as follows: All persons or entities who purchased
20 Defendant’s Salmonella contaminated food in California.

21 18. Plaintiff reserves the right to amend or otherwise alter the class definitions
22 presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response
23 to facts learned through discovery, legal arguments advanced by Defendant or otherwise.

24 19. This action has been brought and may be properly maintained as a class action
25 pursuant to California Code of Civil Procedure § 382 and other applicable laws.

26 20. **Numerosity of the Class:** Members of the Class are so numerous that their
27 individual joinder is impracticable. The precise number of Class members and their addresses are
28 known to Plaintiff or will be known to Plaintiff through discovery. Class members may be

1 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

2 21. **Existence of Predominance of Common Questions of Fact and Law:** Common
3 questions of law and fact exist as to all members of the Class. These questions predominate over
4 any questions affecting only individual Class members. These common legal and factual
5 questions include:

- 6 a. Whether Defendant's Salmonella contaminated food is defective because it contains a
7 bacteria that causes illness;
- 8 b. Whether Defendant violated Civil Code §1770(a)(5) or the CLRA;
- 9 c. Whether Defendants violated Civil Code §1770(a)(7) or the CLRA;
- 10 d. Whether Defendant violated Civil Code §1770(a)(9) or the CLRA;
- 11 e. Whether Defendant's Salmonella contaminated food breached the implied warranty
12 of merchantability;
- 13 f. Whether Defendant's conduct in connection with their Salmonella contaminated food
14 is an unlawful business practice;
- 15 g. The nature and extent of class-wide injury and the measure of damages for the injury.

16 22. **Typicality:** Plaintiff's claims are typical of the claims of the members of the
17 classes she represents because Plaintiff used Defendant's Salmonella contaminated food, and was
18 injured by it and unable to use it because of a common defect. Plaintiff and the members of the
19 classes she represents sustained the same or similar types of damages and losses.

20 23. **Adequacy:** Plaintiff is an adequate representative of the Class she seeks to
21 represent because her interests do not conflict with the interests of the members of the subclasses
22 Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in complex
23 class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of
24 members of each Class will be fairly and adequately protected by Plaintiff and her counsel.

25 24. **Superiority and Substantial Benefit:** The class action is superior to other
26 available means for the fair and efficient adjudication of Plaintiff and the Class members' claims.
27 The damages suffered by each individual Class member may be limited. Damages of such
28 magnitude are small given the burden and expense of individual prosecution of the complex and

1 extensive litigation necessitated by Defendant's conduct. Further, it would be virtually
2 impossible for the Class members to redress the wrongs done to them on an individual basis. Even
3 if members of the Class themselves could afford such individual litigation, the court system could
4 not. Individualized litigation increases the delay and expense to all parties and the court system,
5 due to the complex legal and factual issues of the case. By contrast, the class action device
6 presents far fewer management difficulties, and provides the benefits of single adjudication,
7 economy of scale, and comprehensive supervision by a single court.

8 25. The Class(es) should also be certified because:

9 a. The prosecution of separate actions by individual members of the Class would
10 create a risk of inconsistent or varying adjudications with respect to individual Class members
11 which would establish incompatible standards of conduct for Defendants;

12 b. The prosecution of separate actions by individual members of the Class would
13 create a risk of adjudication with respect to them, which would, as a practical matter, be
14 dispositive of the interests of the other Class members not parties to the adjudications, or
15 substantially impair or impede their ability to protect their interests; and

16 c. Defendants have acted or refused to act on grounds generally applicable to the
17 Class, and/or the general public, thereby making appropriate final and injunctive relief with
18 respect to the Classes as a whole.

19 **FIRST CAUSE OF ACTION**
20 **(Violation of Consumer Legal Remedies Act)**
21 **(By Plaintiff and all class members against all Defendants)**

22 26. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
23 Complaint, as though fully set forth herein.

24 27. This cause of action is brought under the Consumer Legal Remedies Act,
25 California Civil Code §1750 *et seq.* Plaintiff and members of the Class are consumers as defined
26 by California Civil Code §1761(d). The food provided by Defendant at issue are goods and/or
27 services within the meaning of Civil Code §1761(a).
28

1 28. Defendant violated and continue to violate the CLRA by engaging in the following
2 practices proscribed by California Civil Code §1770(a) in transactions with Plaintiff and members
3 of the Class, which were intended to result in, and did result in, the sale of food to Plaintiff and
4 members of the Class:

- 5 a. Representing that goods . . . have . . . characteristics, . . . [or] uses . . . which they do
6 not have, in violation of Civil Code §1770(a)(5);
- 7 b. Representing that goods . . . are of a particular standard . . ., if they are of another, in
8 violation of Civil Code §1770(a)(7); and
- 9 c. Advertising goods or services with intent not to sell them as advertised, in
10 violation of Civil Code §1770(a)(9).

11 29. Defendant have undertaken unfair methods of competition and unfair or deceptive
12 acts or practices in transactions intended to result or which results in the sale of goods and/or
13 services to a consumer, as alleged herein.

14 30. As a result of the employment by Defendants of the above-alleged methods, acts,
15 and practices, Plaintiff and the class suffered damage within the meaning of Civil Code §1780(a),
16 entitling them to injunctive relief. Pursuant to Civil Code §1782(d), Plaintiff and the class further
17 seek compensatory damages and/or restitution, and, in light of Defendants' willful and/or
18 conscious disregard of the safety and rights of Plaintiff and the class, Plaintiff and the class also
19 intend to seek an award of punitive damages.

20 31. Pursuant to Civil Code §1782(a), Plaintiff provided notice to Defendants of the
21 above-alleged methods, acts, and practices more than 30 days prior to the initiation of this
22 lawsuit.

23 32. As a proximate result of Defendants' violations of the CLRA, Plaintiff and the
24 Class request that Defendants be enjoined from engaging in the aforementioned conduct in
25 violation of the CLRA.

26
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28

SECOND CAUSE OF ACTION

(Breach Of Implied Warranty)

(By Plaintiff and all class members against all Defendants)

1
2
3 33. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
4 Complaint, as though fully set forth herein.

5 34. This cause of action is brought under Song-Beverly Consumer Warranty Act, Civil
6 Code §§1792 and 1791.1.

7 35. Defendant was at all times the manufacturer, distributor, warrantor, or seller of the
8 food products at issue in this action. Defendant knew or should have know of the use for which
9 the food was purchased. However, the food was not fit for its ordinary purpose because it was
10 contaminated with Salmonella bacteria, which carried a risk and had a propensity to cause or
11 potentially cause injury.

12 36. Defendant impliedly warranted that the food was of merchantable quality and fit
13 for its intended use. This implied warranty included, among other things: (i) a warranty that the
14 food supplied, distributed, and/or sold by Defendant was safe for consumption; and (ii) a warranty
15 that the food would be fit for its intended use.

16 37. Contrary to the applicable implied warranties, the food, at the time of sale and
17 thereafter, was not fit for its ordinary and intended purpose. Instead, it was dangerous and
18 defective because it was contaminated with Salmonella bacteria.

19 38. Defendant's actions complained of herein breached the implied warranty that the
20 food it provided was of merchantable quality and fit for use as safe and reliable food, in violation
21 of Civil Code §§1792 and 1791.1.

22 39. As a result of Defendants' breaches, Plaintiff and the Class members have suffered
23 damages and/or are entitled to restitution, including but not limited to, the cost of the food, the
24 cost of replacement, and/or medical expenses.

THIRD CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT

(By Plaintiff and all class members against all Defendants)

25
26
27 40. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
28 Complaint, as though fully set forth herein.

1 41. This cause of action is brought by Plaintiff and the Class under California Business
2 & Professions Code §17200, et seq. (the “UCL”). Section 17200 of the UCL prohibits any
3 unlawful, unfair, or fraudulent business practices.

4 42. Through the actions alleged herein, Defendant has engaged in unfair competition
5 within the meaning of the UCL. Defendant’s conduct, as alleged herein, constitutes unlawful,
6 unfair, and/or fraudulent business practices under the UCL.

7 43. Defendant’s unlawful conduct includes, but is not limited to, violation of the
8 CLRA, Song-Beverly Consumer Warranty Act, and laws regarding warranties. Defendant’s
9 fraudulent conduct, includes, but is not limited to, failing to disclose or warn about the safety
10 hazard associated with Defendant’s food, misrepresenting its characteristics, uses, and/or
11 standards, and representing that it was safe and of merchantable quality free of defects.
12 Defendant’s unfair conduct includes, but is not limited to, distributing Salmonella contaminated
13 food in California, as alleged herein.

14 44. Plaintiff has standing to assert this claim because she has suffered injury in fact
15 and has lost money paying towards food provided by Defendant which was contaminated with
16 Salmonella bacteria.

17 45. Plaintiff and the Class seek restitutionary disgorgement from Defendant, and an
18 injunction prohibiting them from engaging in the unlawful, unfair, and/or fraudulent conduct
19 alleged herein.

20 **PRAYER**

21 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated and also on
22 behalf of the general public, prays for judgment against Defendant as follows:

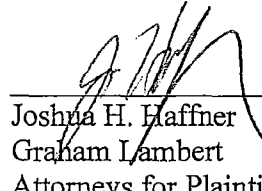
- 23 A. An order that this action may proceed and be maintained as a class action;
24 B. Awarding Plaintiff and Class members compensatory damages in an amount
25 according to proof at trial;
26 C. Injunctive relief enjoining Defendant from the methods, acts, or practices pursuant
27 to Civil Code §1780(a);
28 D. Awarding compensatory damages and/or restitution pursuant to Civil Code

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- §1780(a);
- E. Punitive damages pursuant to Civil Code §1780(a);
- F. Awarding restitutionary disgorgement from Defendants to Plaintiff and the Class;
- G. Any and all remedies for breach of express warranty, including under California Civil Code §1794;
- H. Any and all remedies pursuant to the Song-Beverly Act, including under California Civil Code §1794;
- I. Attorney's fees and costs;
- J. For such other relief the Court deems just and proper.

DATED: September 9, 2019

HAFFNER LAW PC

By: 

Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiff and others
Similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Class members on all claims or causes of action so triable.

DATED: September 9, 2019

HAFFNER LAW PC

By:



Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiff and others
Similarly situated

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joshua H. Haffner, SBN 188652; Graham G. Lambert, SBN 303056 Haffner Law PC 445 S. Figueroa Street, Suite 2625 Los Angeles, CA 90071 TELEPHONE NO.: 213-514-5681 FAX NO.: 213-514-5682 ATTORNEY FOR (Name): jhh@haffnerlawyers.com ; gl@haffnerlawyers.com		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles SEP 11 2019 Sherri R. Carter, Executive Officer/Clerk of Court By: Isaac Lovo, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse		CASE NUMBER: <div style="font-size: 2em; font-weight: bold; text-align: center;">19STCV32164</div> JUDGE: DEPT:
CASE NAME: Ferrandini v Blue Apron, LLC		
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 checked="" 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 (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 3
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

By Fax

Date: September 9, 2019
 Joshua H. Haffner

(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	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>)	Construction Defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Contract/Warranty Breach–Seller Plaintiff (<i>not fraud or negligence</i>)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)
Product Liability (<i>not asbestos or toxic/environmental</i>) (24)	Collection Case–Seller Plaintiff	Enforcement of Judgment
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice–Physicians & Surgeons	Insurance Coverage (<i>not provisionally complex</i>) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (<i>non-domestic relations</i>)
Other PI/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (<i>not unpaid taxes</i>)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	Real Property	Miscellaneous Civil Complaint
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Non-PI/PD/WD (Other) Tort	Wrongful Eviction (33)	Other Complaint (<i>not specified above</i>) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	Writ of Possession of Real Property	Injunctive Relief Only (<i>non-harassment</i>)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (<i>non-tort/non-complex</i>)
Intellectual Property (19)	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)	Other Civil Complaint (<i>non-tort/non-complex</i>)
Professional Negligence (25)	Unlawful Detainer	Miscellaneous Civil Petition
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (<i>not medical or legal</i>)	Residential (32)	Other Petition (<i>not specified above</i>) (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Civil Harassment
Employment	Judicial Review	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ–Administrative Mandamus	Petition for Relief From Late Claim
	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor	
	Commissioner Appeals	

SHORT TITLE: Ferrandini v Blue Apron, LLC	CASE NUMBER 19STCV32164
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By FAX

**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 2.0 in all new civil case filings in the Los Angeles Superior Court.

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

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS/ DAYS

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

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

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

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

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

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ul style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 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. |
|---|--|

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

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

SHORT TITLE: Ferrandini v Blue Apron, LLC	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., 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	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 checked="" 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	2., 5., 6.
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	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.	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	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)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Ferrandini v Blue Apron, LLC	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., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 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 <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

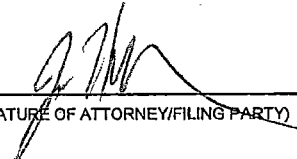
SHORT TITLE: Ferrandini v Blue Apron, LLC	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper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

<p>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><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.</p>	<p>ADDRESS: 18925 Tenderfoor Trail</p>		
CITY: Newhall	STATE: CA	ZIP CODE: 91321	

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

Dated: September 9, 2019



 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

<p>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p>FILED Superior Court of California County of Los Angeles 09/11/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Isaac Lovo</u> Deputy</p>
<p>COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012</p>	
<p>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER: 19STCV32164</p>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Yvette M. Palazuelos	9					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
 on 09/11/2019 (Date) By Isaac Lovo, Deputy Clerk

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.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

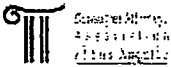


Superior Court of California
County of Los Angeles

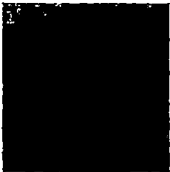


Los Angeles County
Bar Association
Litigation Section

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: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____

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 – 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: _____		
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.

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:			CASE NUMBER:
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			

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)

>

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration and settlement conferences. When ADR is done by phone or computer, it may be called Online Dispute Resolution (ODR). These "alternatives" to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees and witness fees.
- **Keeps Control with the parties:** Parties choose their ADR process and provider for voluntary ADR.
- **Reduces stress/protects privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral "mediator" listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

LASC1

How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

Parties may contact these organizations to request a "Resource List Mediation" for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online):

- JAMS, Inc. Case Manager: (213) 253-9776 mdawson@jamsadr.com
- Mediation Center of Los Angeles Case Manager: (833) 476-9145 info@mediationLA.org

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR/Res_List for important information and FAQs before contacting them.

NOTE: This service is not available for family law, probate or small claims.

b. Los Angeles County Dispute Resolution Programs

<https://wdacs.lacounty.gov/programs/drp/>

- Free, day-of-trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer for small claims or unlawful detainer (eviction) cases before the day of trial, visit <http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit: www.lacourt.org/division/civil/settlement

Los Angeles Superior Court ADR website: www.lacourt.org/division/civil/settlement

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

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BY: _____

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 17 2019

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

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

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Keefe Ferrandini Plaintiff
vs.
Blue Apron, LLC Defendant

Case No. 19STCV32164

CLASS ACTION INITIAL STATUS
CONFERENCE ORDER

Case Assigned for All Purposes to
Judge Yvette M. Palazuelos

Department: 9
Date: November 15, 2019
Time: 10:00 a.m.

This case has been assigned for all purposes to Judge Yvette M. Palazuelos in the Complex Litigation Program. An Initial Status Conference is set for November 15, 2019 at 10:00 a.m., in Department 9 located in the Spring Street Courthouse, at United States District Court, at 312 N. Spring Street, Los Angeles, California 90012. Counsel for all the 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 Conference Class Action Response Statement ten (10) court days (provide a conformed courtesy copy DIRECTLY in Department 9) before the Initial Status Conference. The Joint Response

1 Statement must be filed on line-numbered pleading paper and must specifically answer each of the
2 below-numbered questions. Do not the use the Judicial Council Form CM-110 (Case Management
3 Statement) for this purpose.

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

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

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

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

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

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

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

24 **8. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel are to identify and
25

1 describe the significant core issues in the case. Counsel then are to identify efficient ways to
2 resolve those issues. The vehicles include:

- 3 ■ Early motions in limine,
- 4 ■ Early motions about particular jury instructions,
- 5 ■ Demurrers,
- 6 ■ Motions to strike,
- 7 ■ Motions for judgment on the pleadings, and
- 8 ■ Motions for summary judgment and summary adjudication.

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

15
16 **10. PROTECTIVE ORDERS:** Parties considering an order to protect confidential
17 information from general disclosure should begin with the model protective orders found on the
18 Los Angeles Superior Court Website under "Civil Tools for Litigators."

19 **11. DISCOVERY:** Please discuss discovery. Do the parties agree on a plan? If not, can
20 the parties negotiate a compromise? At minimum, please summarize each side's views on
21 discovery. The Court generally allows discovery on matters relevant to class certification, which
22 (depending on circumstances) may include factual issues also touching the merits. The Court
23 generally does not permit extensive or expensive discovery relevant only to the merits (for
24 example, detailed damages discovery) unless a persuasive showing establishes early need. If any
25 party seeks discovery from absent class members, please estimate how many, and also state the
26
27
28

1 parties cannot agree, the Court will select the vendor at the Initial Status Conference. Electronic
2 service is not the same as electronic filing. Only traditional methods of filing by physical delivery
3 of original papers or by fax filing are presently acceptable.

4 **Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:**

5 “A dismissal of an entire class action, or of any party or cause of action in a class action,
6 requires Court approval . . . Requests for dismissal must be accompanied by a declaration setting
7 forth the facts on which the party relies. The declaration must clearly state whether consideration,
8 direct or indirect, is being given for the dismissal and must describe the consideration in detail.”²

9
10 If the parties have settled the class action, that too will require judicial approval based on a noticed
11 motion (although it may be possible to shorten time by consent for good cause shown).

12 Pending further order of this Court, and except as otherwise provided in this Initial Status
13 Conference Order, these proceedings are stayed in their entirety. This stay shall preclude the
14 filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the
15 Court. However, any defendant may file a Notice of Appearance for purposes of identification of
16 counsel and preparation of a service list. The filing of such a Notice of Appearance shall be
17 without prejudice to any challenge to the jurisdiction of the Court, substantive or procedural
18 challenges to the Complaint, without prejudice to any affirmative defense, and without prejudice
19 to the filing of any cross-complaint in this action. This stay is issued to assist the Court and the
20 parties in managing this “complex” case through the development of an orderly schedule for
21 briefing and hearings on procedural and substantive challenges to the complaint and other issues
22 that may assist in the orderly management of these cases. This stay shall not preclude the parties
23 from informally exchanging documents that may assist in their initial evaluation of the issues
24
25

26 _____
27 ² California Rule of Court, Rule 3.770(a)

1 presented in this case, however shall stay all outstanding discovery requests.

2 Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order on
3 counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of
4 service of this order. If any defendant has not been served in this action, service is to be completed
5 within twenty (20) days of the date of this order.

6 Dated: September 17, 2019

7 **DAVID S. CUNNINGHAM III**

8

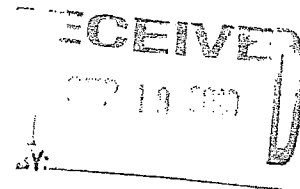
 Judge David S. Cunningham, III

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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 09/17/2019
PLAINTIFF/PETITIONER: Keefe Ferrandini		Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Neli Raya</u> Deputy
DEFENDANT/RESPONDENT: Blue Apron, LLC		
CERTIFICATE OF MAILING		CASE NUMBER: 19STCV32164

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 (Court Order re: setting Initial Status Conference) of 09/17/2019, Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to 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.

Joshua H. Haffner
Haffner Law PC
445 S. Figueroa St.
Suite 2625
Los Angeles, CA 90071



Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 09/17/2019

By: Neli Raya
Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

19STCV32164

KEEFE FERRANDINI vs BLUE APRON, LLC

September 17, 2019

8:36 AM

Judge: Honorable David S. Cunningham

Judicial Assistant: Neli Raya

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order re: setting Initial Status Conference

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 11/15/19 at 10:00 AM 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 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>

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

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CSR: None

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Deputy Sheriff: None

All such fees are ordered to be paid to Los Angeles Superior Court, within 10 days of service of this order.

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 5 days of service. Certificate of Mailing is attached.