

EXHIBIT A

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

WOODBOLT DISTRIBUTION, LLC, a Delaware limited liability company

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

GUSTAVO LOPEZ, individually, and on behalf of other members of the general public similarly situated

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

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

APR 30 2018

Sherry R. Carter, Clerk/Clerke
By: M. Soto Deputy
Moser Soto

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 Superior Court

Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, California 90012

CASE NUMBER:
(Número del Caso): BC 7 0 2 2 6 5

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):

BY FAX

DATE: APR 30 2018
(Fecha)

SHERRY R. CARTER, by
(Secretario)

M. Soto, Deputy
(Adjunto)

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

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

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13 Gustavo Lopez

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Superior Court of California
County of Los Angeles

APR 30 2018

Sherry H. [Signature], Clerk
By: M. Soto, Deputy
Moses Soto

BY FAX

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

12 GUSTAVO LOPEZ, individually, and on
13 behalf of other members of the general
14 public similarly situated,

Plaintiff,

v.

16 WOODBOLT DISTRIBUTION, LLC, a
17 Delaware limited liability company,

Defendant.

Case No.: **BC 7 0 2 2 6 5**

CLASS ACTION COMPLAINT FOR:

- 1) Violations of California's Consumers Legal Remedies Act
- 2) Violations of Unfair Competition Law, California Business & Professions Code § 17500 *et seq.*
- 3) Violations of Unfair Competition Law, California Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. Plaintiff Gustavo Lopez ("Plaintiff") brings this action on behalf of himself and
3 on behalf of all others similarly situated, against Defendant Woodbolt Distribution, LLC d/b/a
4 Nutrabolt ("Nutrabolt" or "Defendant"), based on Defendant's misleading business practices
5 with respect to the packaging and sale of Cellucor C4 Pre-Workout powders sold in 30- and
6 60-serving size containers¹ ("C4 Pre-Workout").

7 2. At all relevant times, and as depicted in the photographs below, Defendant has
8 packaged and sold the C4 Pre-Workout in opaque packaging that conceals from consumers the
9 amount of product actually contained therein. The C4 Pre-Workout is sold fully enclosed in
10 an opaque plastic container significantly comprised of non-functional empty space. This
11 packaging prevents the consumer from directly seeing or handling the product and leads the
12 reasonable consumer to believe that the package contains significantly more product than it
13 actually does.

14 3. Defendant's practice of approximately half-filling its C4 Pre-Workout
15 containers with pre-workout powder inside of an opaque container creates non-functional
16 slack fill. The use of non-functional slack fill allows Defendant to lower their costs by
17 deceiving customers into paying a higher price for more product than they truly receive. As a
18 result, Defendant has realized sizable profits.

19 4. Plaintiff and others have reasonably relied on Defendant's deceptive packaging
20 in purchasing C4 Pre-Workout. If Plaintiff and other consumers had known the actual amount
21 of pre-workout powder contained in the packaging, they would not have purchased the C4
22 Pre-Workout or would have paid less for it. Therefore, Plaintiff and other consumers have
23 suffered injury-in-fact as a result of Defendant's deceptive practices, including, but not limited
24 to, out-of-pocket costs incurred in purchasing the overvalued C4 Pre-Workout.

25
26
27 ¹ On information and belief, the C4 Pre-Workout Products include, without limitation:
28 Cellucor C4 Ripped Pre-Workout, C4 Sport Pre-Workout, C4 Original Pre-Workout.

1 **PARTIES**

2 **PLAINTIFF GUSTAVO LOPEZ**

3 5. Plaintiff Gustavo Lopez is a California citizen who resides in Pacoima,
4 California. During the class period alleged herein, Plaintiff purchased a bundle pack
5 containing two 30 serving containers of C4 Original Pre-Workout from a Costco store located
6 in Los Angeles County. Plaintiff purchased the C4 Pre-Workout in reliance on Defendant's
7 packaging, which made it appear that he was purchasing predominantly filled containers of C4
8 Pre-Workout indicated by the size of the C4 containers. Plaintiff thus reasonably believed he
9 was buying more of C4 Pre-Workout powder than he actually received.

10 6. Plaintiff purchased the C4 Pre-Workout powder primarily for personal, family,
11 or household use. Woodbolt manufactured, sold, distributed, advertised, marketed, and
12 warranted the C4 Pre-Workout.

13 7. If Plaintiff had known at the time of purchase the actual size of the tube of
14 product contained in the packaging, he would not have purchased the C4 Pre-Workout or
15 would have paid less for it. Plaintiff would purchase the C4 Pre-Workout in the future if the
16 labeling and packaging was no longer misleading and deceptive.

17 **DEFENDANT**

18 8. Defendant Woodbolt Distribution, LLC is a corporation organized and in
19 existence under the laws of the State of Delaware and is registered to do business in the State
20 of California. Woodbolt Distribution, LLC's corporate headquarters and principal place of
21 business are located at 3891 S. Traditions Dr., Bryan, TX 77807. Woodbolt Distribution,
22 LLC designs, tests, manufactures, markets, distributes, and sells Cellucor C4 Pre-Workout
23 nationwide and in California.

24 9. At all relevant times, Defendant was and is engaged in the business of
25 designing, testing, manufacturing, marketing, distributing, and selling products in Los
26 Angeles County and throughout the United States of America.

27 **JURISDICTION**

28 10. This Court has jurisdiction over this action pursuant to California Code of Civil

1 Procedure § 410.10. Personal jurisdiction over Defendant is proper because Defendant has
 2 purposefully availed itself of the privilege of conducting business activities in California,
 3 including, but not limited to, testing, manufacturing, marketing, distributing, and/or selling
 4 Cuties Juice to Plaintiff and prospective class members.

5 11. This class action is brought pursuant to California Code of Civil Procedure §
 6 382. Plaintiff is a California resident. The monetary damages and restitution sought by
 7 Plaintiff and the prospective class members exceed the minimal jurisdiction limits of the
 8 Superior Court and will be established according to proof at trial.

9 VENUE

10 12. Venue is proper in this Court pursuant to California Code of Civil Procedure §§
 11 395, 395.5 and California Civil Code § 1780 because Defendants' principal place of business
 12 is situated in the County of Los Angeles, California. Plaintiff's Declaration, as required under
 13 Cal. Civ. Code section 1780(d), which reflects that Defendant is doing business in Los
 14 Angeles County, California, is filed concurrently as Exhibit 1.

15 FACTUAL ALLEGATIONS

16 13. At all relevant times, Defendant has distributed, marketed, advertised, and sold
 17 Cellucor C4 Pre-Workout powders across California and the United States. Defendant sells
 18 Cellucor C4 Pre-Workout powders at major retail and online outlets including, without
 19 limitation, Costco, GNC, Vitamin Shoppe, and Amazon.com.

20 14. Pursuant to California Business and Professions Code section 12606(b):

21 A container that does not allow the consumer to fully view its contents shall be
 22 considered to be filled as to be misleading if it contains nonfunctional slack fill. Slack
 23 fill is the difference between the actual capacity of a container and the volume of
 24 product contained therein. Nonfunctional slack fill is the empty space in a package that
 is filled to substantially less than its capacity for reasons other than any one or more of
 the following:

- 25 (1) Protection of the contents of the package.
- 26 (2) The requirements of machines used for enclosing the contents of the
package.
- 27 (3) Unavoidable product settling during shipping and handling.
- 28 (4) The need to utilize a larger than required package or container to

1 provide adequate space for the legible presentation of mandatory and
2 necessary labeling information, such as those based on the
3 regulations adopted by the United States Food and Drug
4 Administration or state or federal agencies under federal or state law,
5 laws or regulations adopted by foreign governments, or under an
6 industrywide voluntary labeling program.

7 (5) The fact that the product consists of a commodity that is packaged in
8 a decorative or representational container where the container is part
9 of the presentation of the product and has value that is both
10 significant in proportion to the value of the product and independent
11 of its function to hold the product, such as a gift combined with a
12 container that is intended for further use after the product is
13 consumed, or durable commemorative or promotional packages.

14 (6) An inability to increase the level of fill or to further reduce the size
15 of the package, such as where some minimum package size is
16 necessary to accommodate required labeling, discourage pilfering,
17 facilitate handling, or accommodate tamper-resistant devices.

18 (7) The product container bears a reasonable relationship to the actual
19 amount of product contained inside, and the dimensions of the actual
20 product container, the product, or the amount of product therein is
21 visible to the consumer at the point of sale, or where obvious
22 secondary use packaging is involved.

23 (8) The dimensions of the product or immediate product container are
24 visible through the exterior packaging, or where the actual size of the
25 product or immediate product container is clearly and conspicuously
26 depicted on any side of the exterior packaging excluding the bottom,
27 accompanied by a clear and conspicuous disclosure that the
28 representation is the actual size of the product or the immediate
product container.

(9) The presence of any headspace within an immediate product
container necessary to facilitate the mixing, adding, shaking, or
dispensing of liquids or powders by consumers prior to use.

(10) The exterior packaging contains a product delivery or dosing device
if the device is visible, or a clear and conspicuous depiction of the
device appears on the exterior packaging, or it is readily apparent
from the conspicuous exterior disclosures or the nature and name of
the product that a delivery or dosing device is contained in the
package.

(11) The exterior packaging or immediate product container is a kit that
consists of a system, or multiple components, designed to produce a
particular result that is not dependent upon the quantity of the
contents, if the purpose of the kit is clearly and conspicuously
disclosed on the exterior packaging.

(12) The exterior packaging of the product is routinely displayed using
tester units or demonstrations to consumers in retail stores, so that

1 customers can see the actual, immediate container of the product
2 being sold, or a depiction of the actual size thereof prior to purchase.

3 (13) The exterior packaging consists of single or multiunit presentation
4 boxes of holiday or gift packages if the purchaser can adequately
5 determine the quantity and sizes of the immediate product container
6 at the point of sale.

7 (14) The exterior packaging is for a combination of one purchased
8 product, together with a free sample or gift, wherein the exterior
9 packaging is necessarily larger than it would otherwise be due to the
10 inclusion of the sample or gift, if the presence of both products and
11 the quantity of each product are clearly and conspicuously disclosed
12 on the exterior packaging.

13 (15) The exterior packaging or immediate product container encloses
14 computer hardware or software designed to serve a particular
15 computer function, if the particular computer function to be
16 performed by the computer hardware or software is clearly and
17 conspicuously disclosed on the exterior packaging.

18 15. Defendant's Cellucor C4 Pre-Workout powder's packaging fits squarely within
19 the foregoing definition of non-functional slack fill under California law.

20 16. Cellucor C4 Pre-Workout powder is sold in a fully-enclosed opaque container
21 that does not allow consumers to even partially view the contents inside. Therefore, the
22 packaging "does not allow the consumer to fully view its contents." Cal. B&P Code §
23 12606(b).

24 17. Cellucor C4 Pre-Workout packaging is "filled to be misleading" due to the
25 amount of slack fill it employs. The C4 Pre-Workout packaging contains nearly 50% empty
26 space and does not indicate the capacity of the outer container, thus preventing a reasonable
27 consumer from determining the striking difference in volume.

28 18. As set out in Cal. B&P Code § 12606(b), non functional slack-fill is defined as
"the empty space in a package that is filled to substantially less than its capacity" and which
does not fall under any of the safe harbor provisions. The amount of product that a consumer
receives when purchasing C4 Pre-Workout fills less than half the capacity of the container in
which it is packaged.

19 Furthermore, the packaging does not fit within any of the safe harbor provisions
listed in Cal. B&P Code § 12606(b):

- (1) Pursuant to § 12606(b)(1), the slack fill does not protect the contents of the packaging, as the product is not fragile or breakable;
- (2) Pursuant to § 12606(b)(2), there is no reason that machines used for enclosing the contents of the package would require an outer container which can hold five times more product than it actually does;
- (3) Pursuant to § 12606(b)(3), the slack fill is not necessary to accommodate product settling, as the powder is not the sort of product that “settles” significantly enough to require double to amount of space;
- (4) Pursuant to § 12606(b)(4), the outer container does not need to be larger to accommodate necessary labeling information, as the much-smaller inner tube contains the same information as outer tube;
- (5) Pursuant to § 12606(b)(5), the outer container is not decorative or representational, and does not have a value that is both significant in proportion to its value and independent of its function to hold the product;
- (6) Pursuant to § 12606(b)(6), the outer packaging is not needed to prevent theft or accommodate required labeling or tamper-resistant devices;
- (7) Pursuant to § 12606(b)(7), the outer container does not bear a reasonable relationship to the actual amount of product contained inside, and the amount of the product therein is not visible to the consumer at the point of sale;
- (8) Pursuant to § 12606(b)(8), neither the dimensions of the immediate product container or the product are visible through the exterior packaging, and the size of the immediate product container is not clearly and conspicuously depicted on the exterior packaging;
- (9) Pursuant to § 12606(b)(9), the slack fill is not necessary to facilitate mixing, shaking, or dispensing of the product;
- (10) Pursuant to § 12606(b)(10), the outer container is not a delivery or dosing device for the product;

1 (11) Pursuant to § 12606(b)(11), the outer container is not a kit or system
2 designed to product a result not dependant on the quantity of the contents;

3 (12) Pursuant to § 12606(b)(12), the product is not routinely displayed outside of
4 its packaging such that consumers can see the actual, immediate container of
5 the product being sold prior to purchase;

6 (13) Pursuant to § 12606(b)(13), the exterior packaging is no holiday or gift
7 packaging;

8 (14) Pursuant to § 12606(b)(14), the packaging does not contain a free sample or
9 gift which necessitates larger packaging; and

10 (15) Pursuant to § 12606(b)(15), the packaging does not contain computer
11 hardware or software.

12 20. Defendant's packaging is misleading to reasonable consumers, including
13 Plaintiff and class members, and serves only to maximize Defendant's profits.

14 21. Defendant knows, or should know, that consumers, like Plaintiff and other
15 Class Members, reasonably rely on the size and style of their packaging in purchasing
16 Cellucor C4 Pre-Workout, and would reasonably believe that the packaging contains much
17 more powder than it actually does.

18 22. In reasonable reliance on the size and style of their packaging, Plaintiff and
19 Class Members purchased Cellucor C4 Pre-Workout powders.

20 23. Plaintiff and Class Members do not know, did not know, and have no reason to
21 know, that the Cellucor C4 Pre-Workout packaging contains a significant amount of empty
22 space, because the containers are opaque with no view of the contents inside, at the time of
23 purchase. A reasonable consumer cannot accurately determine the fill of the Cellucor C4 Pre-
24 Workout powders by shaking or squeezing the packaging, and is certainly not expected to do
25 so prior to purchasing them.

26 24. To this day, Defendant continues to sell Cellucor C4 Pre-Workout in deceptive
27 packaging, without disclosing the true nature of the contents therein. Because the Cellucor C4
28 Pre-Workout packaging does not contain the amount of product reasonably expected by

CLASS ALLEGATIONS

30. Plaintiff brings this lawsuit as a class action on behalf of themselves and all others similarly situated as members of the proposed Class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and 23(c)(4). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

31. Plaintiff's proposed Class and Sub Class(es) are defined as:

California Class: All individuals who purchased Cellucor C4 Pre-Workout powders in California packaged in 30- and 60-serving size containers or substantially similar packaging.

CLRA Sub-Class: All members of the California Sub-Class who are "consumers" within the meaning of California Civil Code § 1761(d).

32. Members of the Class will collectively be referred to as "Class Members."

33. Excluded from the Class and Sub-Classes are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's staff; (3) any Judge sitting in the presiding state and/or federal court system who may hear an appeal of any judgment entered; and (4) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiff reserves the right to amend the Class and Sub-Class definitions if discovery and further investigation reveal that the Class and Sub-Class should be expanded or otherwise modified. There is a well-defined community of interest in the litigation and the class is readily ascertainable.

34. **Numerosity:** Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. The Class Members are readily identifiable from information and records in Defendant's possession, custody, or control.

35. **Typicality:** Plaintiff's claims are typical of the claims of the Class in that

1 Plaintiff, like all Class Members, was exposed to Defendant's misleading packaging,
2 purchased the Cellucor C4 Pre-Workout relying on the misleading packaging, and suffered
3 losses as a result of such purchases. The representative Plaintiff, like all Class Members, has
4 been damaged by Defendant's misconduct in that they incurred expenses due to their reliance
5 on Defendant's deceptive packaging, as described throughout this complaint. Furthermore,
6 the factual bases of Defendant's misconduct are common to all Class Members and represent a
7 common thread resulting in injury to all Class Members.

8 36. Adequacy: Plaintiff is an adequate representative of the Classes because his
9 interests do not conflict with the interests of the members of the Classes he seeks to represent,
10 he has retained competent counsel experienced in prosecuting class actions, and he intends to
11 prosecute this action vigorously. The interests of the members of the Classes will be fairly and
12 adequately protected by the Plaintiff and his counsel.

13 37. Commonality: Numerous questions of law and fact are common to Plaintiff
14 and the Class Members that predominate over any question affecting only individual Class
15 Members. These common legal and factual issues include the following:

- 16 a. Whether Cellucor C4 Pre-Workout packaging contains non-functional slack
17 fill;
- 18 b. Whether Defendant's conduct was unlawful, unfair, and/or deceptive;
- 19 c. Whether Defendant's conduct violates federal and/or state consumer protection
20 laws;
- 21 d. Whether Plaintiff and other Class Members are entitled to equitable relief,
22 including, without limitation, a preliminary and/or permanent injunction;
- 23 e. Whether Plaintiff and other Class Members are entitled to damages;
- 24 f. Whether Defendant knew or reasonably should have known of their deceptive
25 representations and omissions relating to its Cellucor C4 Pre-Workout
26 packaging; and
- 27 g. Whether Defendant is obligated to inform Class Members of their right to seek
28 reimbursement for having paid for Cellucor C4 Pre-Workout in reliance on

1 Defendant's misrepresentations.

2 38. Predominance and Superiority: Plaintiff and Class Members have all suffered
 3 and will continue to suffer harm and damages as a result of Defendant's unlawful and
 4 wrongful conduct. A class action is superior to other available methods for the fair and
 5 efficient adjudication of the controversy. Absent a class action, most Class Members would
 6 likely find the cost of litigating their claims prohibitively high and would therefore have no
 7 effective remedy at law. Because of the relatively small size of the individual Class
 8 Members' claims, it is likely that only a few Class Members could afford to seek legal redress
 9 for Defendant's misconduct. Absent a class action, Class Members will continue to incur
 10 damages, and Defendant's misconduct will continue without remedy. Class treatment of
 11 common questions of law and fact would also be a superior method to multiple individual
 12 actions or piecemeal litigation in that class treatment will conserve the resources of the courts
 13 and the litigants, and will promote consistency and efficiency of adjudication.

14 FIRST CAUSE OF ACTION

15 (Violation of California's Consumers Legal Remedies Act, California Civil Code §
 16 1750, *et seq.*)

17 39. Plaintiff re-alleges and incorporates by reference each and every allegation
 18 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

19 40. Plaintiff brings this cause of action on behalf of himself and on behalf of the
 20 members of the CLRA Sub-Class.

21 41. Defendant is a "person" as defined by California Civil Code § 1761(c).

22 42. Plaintiff and CLRA Sub-Class Members are "consumers" within the meaning
 23 of California Civil Code § 1761(d) because they bought Cellucor C4 Pre-Workout for
 24 personal, family, or household purposes.

25 43. Cal. Civ. Code § 1770(a)(5) prohibits "[r]epresenting that goods or services
 26 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which
 27 they do not have" By packaging Cellucor C4 Pre-Workout in its current misleading
 28 packages, Defendant has represented and continues to represent that the Product has quantities

1 which it does not have. Therefore, Defendant violates § 1770(a)(5) of the CLRA.

2 44. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services with
3 intent not to sell them as advertised.” By deceitfully packaging Cellucor C4 Pre-Workout in a
4 container with significantly greater volume than the product contained therein, and then
5 intentionally selling Cellucor C4 Pre-Workout in a manner that does not meet consumer
6 expectations as to the quantity of powder contained in the packaging, Defendant has violated
7 section 1770(a)(9) of the CLRA.

8 45. At all relevant times, Defendant knew or reasonably should have known that
9 the Cellucor C4 Pre-Workout packaging contained a significant amount of non functional
10 slack-fill, and that Plaintiff and other members of the CLRA Sub-Class would reasonably and
11 justifiably rely on the size and style of the package in purchasing Cellucor C4 Pre-Workout.

12 46. Plaintiff and members of the CLRA Sub-Class have reasonably and justifiably
13 relied on Defendant’s misleading and fraudulent conduct when purchasing Cellucor C4 Pre-
14 Workout. Moreover, Defendant’s fraudulent and misleading conduct is material in that a
15 reasonable consumer would have considered the amount of product contained in the
16 packaging to be important in deciding whether to purchase Cellucor C4 Pre-Workout or pay
17 less. Therefore, reliance on such conduct as a material reason for the decision to purchase the
18 Product may be presumed or inferred for Plaintiff and members of the CLRA Sub-Class.

19 47. Plaintiff and members of the CLRA Sub-Class have suffered and continue to
20 suffer injuries caused by Defendant, because they would not have purchased Cellucor C4 Pre-
21 Workout, or would have paid significantly less for it, had they known that Defendant’s
22 conduct was misleading and fraudulent.

23 48. As a direct and proximate result of Defendant’s unfair methods of competition
24 and/or unfair and deceptive practices, Plaintiff and the Class have suffered and will continue
25 to suffer actual damages.

26 49. Under Cal. Civ. Code § 1780(a), Plaintiff and members of the CLRA Sub-Class
27 seek damages, restitution, declaratory and injunctive relief, and all other remedies the Court
28 deems appropriate for Defendant’s violations of the CLRA. Plaintiff seeks to enjoin

1 Defendant from use of deceptive non-functional slack fill in its products.

2 50. Plaintiff provided Defendant with notice of its violations of the CLRA pursuant
3 to California Civil Code § 1782(a). Defendant failed to provide appropriate relief for its
4 violations of the CLRA within 30 days. Therefore, Plaintiff now seeks monetary,
5 compensatory, and punitive damages, in addition to injunctive and equitable relief.

6 **SECOND CAUSE OF ACTION**

7 **(Violation of California Business & Professions Code § 17500 *et seq.*)**

8 51. Plaintiff incorporates by reference the allegations contained in each and every
9 paragraph of this Complaint.

10 52. Plaintiff brings this cause of action on behalf of himself and on behalf of the
11 Nationwide Class, or in the alternative, on behalf of the California Sub-Class.

12 53. California Business & Professions Code § 17500 prohibits unfair, deceptive,
13 untrue, and misleading advertising in connection with the disposal of personal property
14 (among other things), including, without limitation, false statements as to the use, worth,
15 benefits, or characteristics of the property.

16 54. Defendant has represented and continues to represent to the public, including
17 Plaintiff and Class Members, through its deceptive packaging, that more product is contained
18 therein than actually is. Defendant's representation is misleading because the packing only
19 contains 50% of the amount of product compared to what the packaging could potentially
20 hold. Defendant made such untrue or misleading advertisements with the intent to dispose of
21 said merchandise.

22 55. Defendant knew, or in the exercise of reasonable care should have known, that
23 these representations were misleading and deceptive, and that such representations continue to
24 be misleading.

25 56. As a result of their reliance on Defendant's misrepresentations, Class Members
26 suffered an ascertainable loss of money, property, and/or value of the product.

27 57. As a direct and proximate result of Defendant's unfair and deceptive practices,
28 Plaintiff and the Class have suffered and will continue to suffer actual damages.

58. Defendant has been unjustly enriched and should be required to make restitution to Plaintiff and the Class. Pursuant to § 17535 of the Business & Professions Code, Plaintiff and Class Members are entitled to an order of this Court enjoining such future conduct on the part of Defendant, and such other orders and judgments which may be necessary to disgorge Defendant's ill-gotten gains and restore to any person in interest any money paid for Cellucor C4 Pre-Workout as a result of the wrongful conduct of Defendant.

THIRD CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200 *et seq.*)

59. Plaintiff incorporates by reference the allegations contained in each and every paragraph of this Complaint.

60. Plaintiff brings this cause of action on behalf of himself and on behalf of the California Class.

61. As a result of their reliance on Defendant's misrepresentations and omissions, Class Members suffered an ascertainable loss of money, property, and/or value of their Cellucor C4 Pre-Workout.

62. California Business & Professions Code § 17200 prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.”

63. Under the UCL, a business act or practice is “unlawful” if it violates any established state or federal law.

64. Defendant's false and misleading advertising of Cellucor C4 Pre-Workout therefore was and continues to be "unlawful" because it violates Cal. B&P Code § 12606(b), because it contains unlawful non-functional slack fill as detailed herein.

65. Furthermore, Defendant's acts, conduct and practices also constituted violations of California's Consumers Legal Remedies Act; and violations of California's False Advertising Law.

66. By its conduct, Defendant has engaged in unfair competition and unlawful, unfair, and fraudulent business practices.

67. Defendant's unfair or deceptive acts or practices occurred repeatedly in Defendant's trade or business, and were capable of deceiving a substantial portion of the purchasing public.

68. As a direct and proximate result of Defendant's unfair and deceptive practices, Plaintiff and the Class have suffered and will continue to suffer actual damages. Defendant has been unjustly enriched and should be required to make restitution to Plaintiff and the Class pursuant to §§ 17203 and 17204 of the Business & Professions Code.

PRAYER FOR RELIEF

69. Plaintiff, on behalf of himself, and all others similarly situated, requests the Court to enter judgment against Defendant, as follows:

- a. An order certifying the proposed Class and Sub-Class, designating Plaintiff as named representative of the Class, and designating the undersigned as Class Counsel;
- b. An order enjoining Defendant from further deceptive advertising, sales, and other business practices with respect to its Cellucor C4 Pre-Workout packaging;
- c. A declaration requiring Defendant to comply with the various provisions of California's False Advertising Law and CLRA alleged herein and to make all the required representations;
- d. An award to Plaintiff and the Class for compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;
- e. A declaration that Defendant must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale of Cellucor C4 Pre-Workout, or make full restitution to Plaintiff and Class Members;
- f. An award of attorneys' fees and costs, as allowed by law;
- g. An award of attorneys' fees and costs pursuant to California Code of Civil Procedure § 1021.5;

- 1 h. An award of pre-judgment and post-judgment interest, as provided by
2 law;
3 i. Leave to amend the Complaint to conform to the evidence produced at
4 trial; and
5 j. Such other relief as may be appropriate under the circumstances.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a trial by jury of any and all issues in this action so triable.
8

9 Dated: April 30, 2018

Respectfully submitted,

Capstone Law APC

12 By: /s/ Bevin Pike

13 Bevin Allen Pike

14 Robert K. Friedl

Trisha K. Monesi

15 Attorneys for Plaintiff Gustavo Lopez
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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.

BY FAX

SHORT TITLE Lopez, et al v. Woodbolt Distribution, LLC	CASE NUMBER BC 7 0 2 2 6 5
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|---|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District | 7. Location where petitioner resides |
| 2. Permissive filing in central district | 8. Location wherein defendant/respondent functions wholly |
| 3. Location where cause of action arose | 9. Location where one or more of the parties reside |
| 4. Mandatory personal injury filing in North District | 10. Location of Labor Commissioner Office |
| 5. Location where performance required or defendant resides | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle | |

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

SHORT TITLE Lopez, et al v. Woodbolt Distribution, 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 checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE Lopez, et al v. Woodbolt Distribution, 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, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
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, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

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

REASON: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11.			ADDRESS
CITY:	STATE	ZIP CODE	

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

Dated: April 30, 2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

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

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

MAY 17 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Maribel Mata, Deputy

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

GUSTAVO LOPEZ

Plaintiff,

vs.

WOODBOLT DISTRIBUTION, LLC

Defendant,

Case No.: BC702265

**CLASS ACTION
INITIAL STATUS CONFERENCE ORDER**

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

Department: 9
Date: July 20, 2018
Time: 2:00 p.m.

This case has been assigned for all purposes to Judge John Shepard Wiley Jr. in the complex Litigation Program. An Initial Status Conference is set for July 20, 2018 at 2:00 p.m. in Department 9 located in the Los Angeles Superior Court at United States Court House, 312 North Spring Street, Los Angeles, CA 90012. Counsel for all parties are ordered to attend.

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

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

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

13 **3. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong
14 person or entity, please explain.
15

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

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

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

23 **7. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION**
24 **WAIVER CLAUSES:** Please include a sample of any clause of this sort. Opposing parties must
25 summarize their views on this issue.
26

27 **8. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel are to identify and
28

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

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

10
 11 **NOTE: Effective 2012, by stipulation a party may move for summary adjudication of**
 12 **a legal issue or a claim for damages that does not completely dispose of a cause of action, an**
 13 **affirmative defense, or an issue of duty.¹ Counsels are to analyze, discuss, and report on the**
 14 **relevance of this powerful new procedure.**

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

20
 21 **10. PROTECTIVE ORDERS:** Parties considering an order to protect confidential
 22 information from general disclosure should begin with the model protective orders found on the
 23 Los Angeles Superior Court Website under "Civil Tools for Litigators."
 24

25
 26
 27 ¹See Code Civ. Proc. § 437c, subd. (s)
 28

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

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

11
12 Dated:

MAY 17 2018

JONATHAN S. LEE

13
14 Judge of the Los Angeles Superior Court
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Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

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

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

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

Advantages of ADR

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

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

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

The Most Common Types of ADR

- **Mediation**

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

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

▪ **Arbitration**

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

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

▪ **Mandatory Settlement Conference (MSC)**

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

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

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

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

Additional Information

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

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

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

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

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

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

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

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

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".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

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

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

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)

Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

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

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/17/18

DEPT. SS9

HONORABLE JOHN SHEPARD WILEY JR

JUDGE

M. MATA

DEPUTY CLERK

HONORABLE
#4

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. BIVINS, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BC702265

Plaintiff

Counsel

GUSTAVO LOPEZ

NO APPEARANCES

VS

Defendant

WOODBOLT DISTRIBUTION LLC

Counsel

DEEMED COMPLEX 5/17/18

NATURE OF PROCEEDINGS:

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

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

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for July 20, 2018 at 2:00 p.m. in this department. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/17/18

DEPT. SS9

HONORABLE JOHN SHEPARD WILEY JR

JUDGE

M. MATA

DEPUTY CLERK

HONORABLE
#4

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. BIVINS, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BC702265

Plaintiff

Counsel

GUSTAVO LOPEZ

NO APPEARANCES

VS

Defendant

WOODBOLT DISTRIBUTION LLC

Counsel

DEEMED COMPLEX 5/17/18

NATURE OF PROCEEDINGS:

Prejudice pursuant to Code of Civil Procedure Section 170.6.

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

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

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

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

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the minute order and Initial Status Conference Order dated 5/17/18 upon each party or counsel named below by placing the document for collection and mailing so as to

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 05/17/18

DEPT. SS9

HONORABLE JOHN SHEPARD WILEY JR

JUDGE

M. MATA

DEPUTY CLERK

HONORABLE
#4

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. BIVINS, CA

Deputy Sheriff

NONE

Reporter

8:30 am

BC702265

Plaintiff

Counsel

GUSTAVO LOPEZ

NO APPEARANCES

VS

Defendant

WOODBOLT DISTRIBUTION LLC

Counsel

DEEMED COMPLEX 5/17/18

NATURE OF PROCEEDINGS:

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

Dated: May 17, 2018

Sherri R. Carter, Executive Officer/Clerk

By:

MARIBEL MATA, Deputy Clerk

Bevin Allen Pike, Esq.
CAPSTONE LAW APC
1875 Century Park East
Suite 1000
Los Angeles, CA 90067

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Nutrabolt Facing Slack-Fill Class Action Over Cellucor C4 Pre-Workout Powders](#)
