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

OCT 20 2014

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

5 Counsel for Plaintiff

CCW  
D-322 William F. HIGHBERGER

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

11 LARRY TRAN, on behalf of himself  
and all others similarly situated,  
12 Plaintiff,  
13 v.  
14 BLUE DIAMOND GROWERS, and  
15 DOES 1 through 10, inclusive,  
16 Defendants.

Case No.: **BC 561217**

**CLASS ACTION**

**COMPLAINT FOR:**

1. Violations of California's Unfair Competition Law, California Business & Professions Code § 17200 *et seq.*,
2. Violations of California's False Advertising Law, California Business & Professions Code § 17500 *et seq.*, and
3. Violations of California's Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*

**DEMAND FOR JURY TRIAL**

25 Plaintiff, by his counsel of record, brings this action on his own behalf and on  
26 behalf of all others similarly situated, and alleges the following upon personal  
27 knowledge, or where there is not personal knowledge, upon information and belief:

CIT/CASE: BC06127  
LEA/DEF#:   
RECEIPT #: CCH524007  
DATE PAID: 10/20/14 2:51 PM  
PAYMENT: \$1,435.00 310  
RECEIVED:   
CHECK: \$0.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$1,435.00

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1 **INTRODUCTION**

2 1. Food and beverage manufacturers have sought to capitalize on the fast-  
3 growing market for natural products, which is now a multi-billion dollar industry.

4 2. Unfortunately, not all manufacturers truthfully represent their products.

5 3. Instead, some manufactures seek to capture a share of the market by  
6 touting their products as "Natural" when in fact that is not true.

7 4. Defendant BLUE DIAMOND GROWERS ("Blue Diamond") is an  
8 example of a manufacturer who has sought to exploit the market for natural products  
9 by representing that its products are "NATURAL."

10 5. Blue Diamond manufactures several food products, including a line of  
11 "Nut-Thins" cracker products which include the Nut-Thins Cheddar Cheese Nut &  
12 Rice Cracker product. Blue Diamond prominently and repeatedly labels its Nut-  
13 Thins Cheddar Cheese Nut & Rice Cracker product as "NATURAL" when in fact it  
14 contains non-natural ingredients, including artificial or synthetic ingredients.

15 6. This lawsuit seeks redress on behalf of a California class of consumers  
16 who purchased Blue Diamond's Nut-Thins Cheddar Cheese Nut & Rice Cracker  
17 product which claimed to be "NATURAL."

18  
19 **JURISDICTION AND VENUE**

20 7. This class action is brought pursuant to California Code of Civil  
21 Procedure § 382 and California Civil Code § 1781.

22 8. This Court has jurisdiction over this action pursuant to the California  
23 Constitution, Article VI, Section 10, which grants the Superior Court "original  
24 jurisdiction" of this type of action.

25 9. The amount in controversy exceeds \$25,000 and, thus, exceeds the  
26 minimum jurisdiction limits of the Superior Court and will be established according  
27 to proof at trial. For example, but without limitation, the demand that Defendants  
28 refund and restore to Plaintiff and all Class members all monies they paid for the

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1 Nut-Thins Cheddar Cheese Nut & Rice Cracker product, alone totals more than  
2 \$25,000 in the value of property or recovery sought. Moreover, among other relief,  
3 injunctive relief is sought.

4 10. This Court has personal jurisdiction over all Defendants because all  
5 Defendants are citizens of California, conduct business in California, intentionally  
6 avail themselves of the markets and benefits of California through their marketing  
7 and sales of the products at issue in California so as to render the exercise of  
8 jurisdiction by this Court consistent with traditional notions of fair play and  
9 substantial justice, and a substantial part of the acts and omissions giving rise to the  
10 claims occurred within California and the County of Los Angeles.

11 11. This Court is the appropriate venue for this action because Defendants  
12 have done and continue to do business in the County of Los Angeles, Defendants  
13 have intentionally availed themselves of the markets within the County of Los  
14 Angeles through the promotion, marketing, sale and distribution of their products  
15 within the County of Los Angeles, and this is a class action case in which a  
16 substantial part of the transactions, acts and omissions giving rise to the claims  
17 occurred within the County of Los Angeles, California.

18  
19 **PARTIES**

20 12. Plaintiff, LARRY TRAN, is and at all times relevant hereto was a  
21 resident and citizen of the State of California.

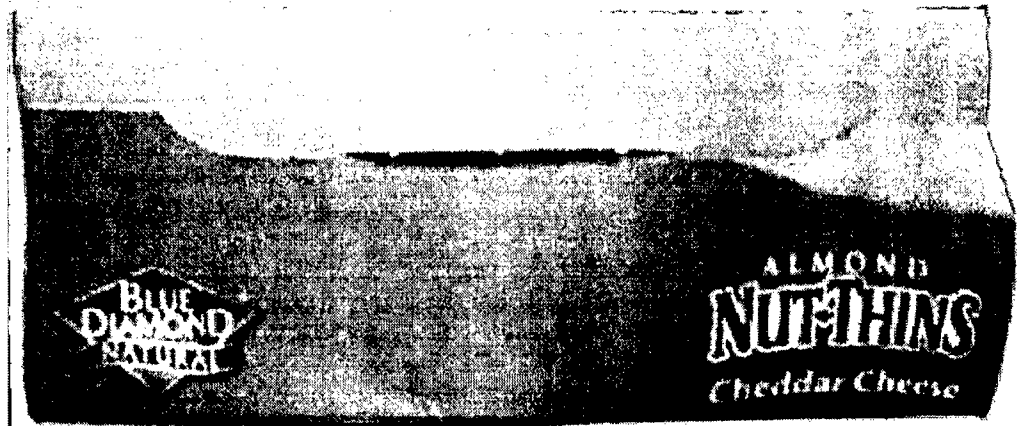
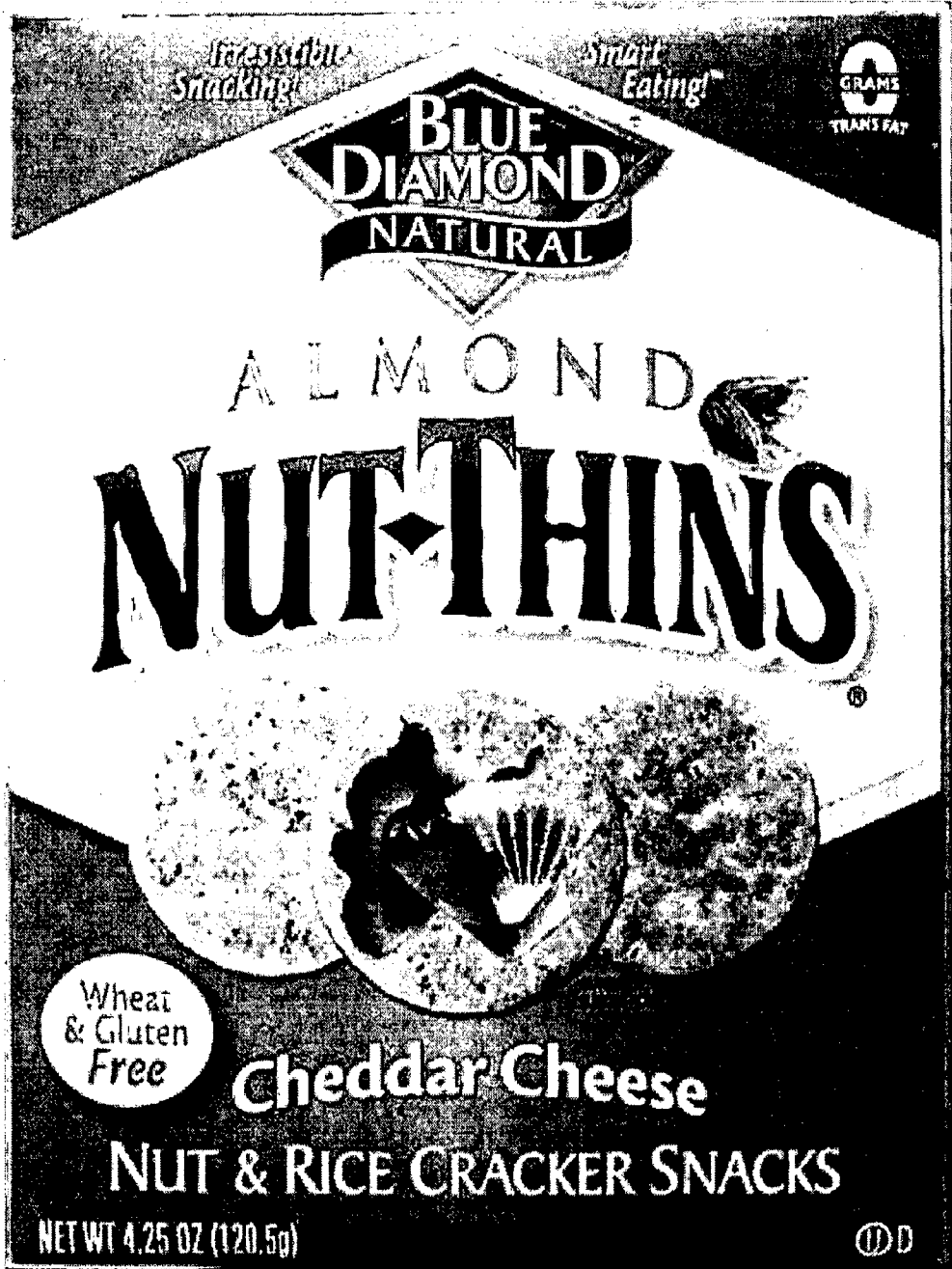
22 13. Defendant BLUE DIAMOND GROWERS is a corporation organized  
23 and existing under the laws of the State of California and, as such, is a citizen of the  
24 State of California. Defendant manufactures, markets, and sells its products  
25 throughout the State of California. Defendant is a leading producer of retail food  
26 products, including the product at issue herein. Defendant sells its food products to  
27 consumers through grocery and other retail stores throughout the State of California.

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# ALMOND NUT THINS

## *The Nutritious, Delicious Cracker Snack*

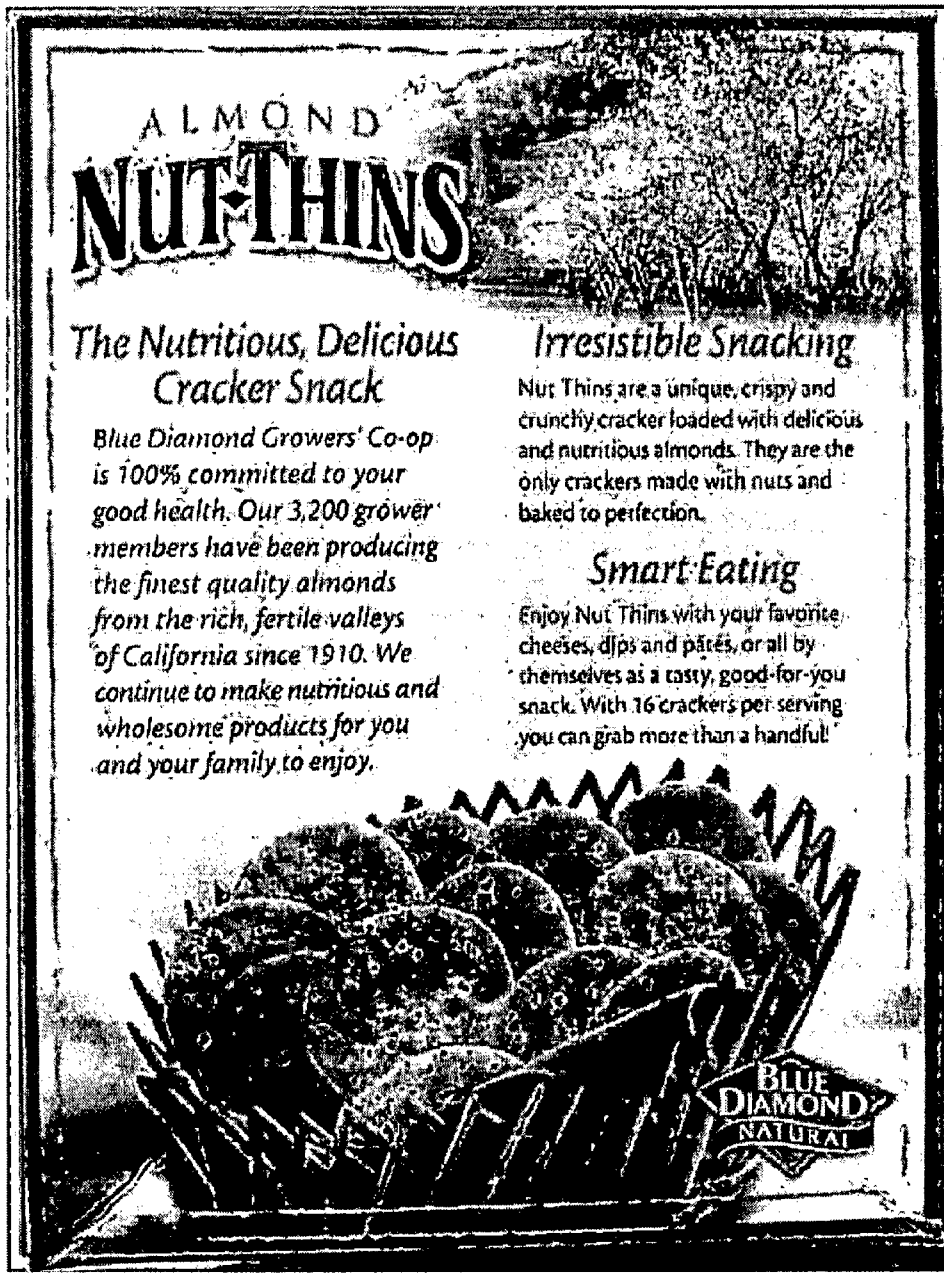
*Blue Diamond Growers' Co-op is 100% committed to your good health. Our 3,200 grower members have been producing the finest quality almonds from the rich, fertile valleys of California since 1910. We continue to make nutritious and wholesome products for you and your family to enjoy.*

## *Irresistible Snacking*

Nut Thins are a unique, crispy and crunchy cracker loaded with delicious and nutritious almonds. They are the only crackers made with nuts and baked to perfection.

## *Smart Eating*

Enjoy Nut Thins with your favorite cheeses, dips and pâtés, or all by themselves as a tasty, good-for-you snack. With 16 crackers per serving you can grab more than a handful!



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**Nutrition Facts**  
 Serving Size 30g (About 18 crackers)  
 Servings Per Container About 4

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Amount Per Serving

Calories 130    Calories from Fat 35

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% Daily Value\*

Total Fat 4g                    6%  
 Saturated Fat 0.5g            3%  
 Trans Fat 0g

Cholesterol 0mg                0%  
 Sodium 250mg                10%  
 Total Carbohydrate 22g      7%  
 Dietary Fiber less than 1g    3%  
 Sugars 0g

Protein 3g

---

Vitamin A 0%    •    Vitamin C 0%  
 Calcium 2%    •    Iron 2%

\* Percent Daily Values are based on a diet of 2,000 calories a day. Your daily values may be higher or lower depending on your calorie needs.

	Calories: 2,000	2,500
Total Fat	Less than 65g	80g
Sat Fat	Less than 20g	25g
Cholesterol	Less than 300mg	300mg
Sodium	Less than 2,400mg	2,400mg
Total Carbohydrate	300g	375g
Dietary Fiber	25g	30g

INGREDIENTS: RICE FLOUR, ALMONDS, CHEDDAR SEASONING (CHEDDAR CHEESE POWDER, CHEDDAR CHEESE, PASTEURIZED MILK, CHEESE CULTURES, SALT, ENZYMES), DISODIUM PHOSPHATE, SALT, MALTODEXTRIN, NATURAL CHEESE FLAVOR, CHEDDAR CHEESE (PASTEURIZED MILK, CHEESE CULTURES, SALT, ENZYMES, YEAST EXTRACT, SANTIQUO CULTURED WHEY, ONION, EXTRACTIVE OF TURMERIC, GARLIC, EXTRACTIVE OF ANNATTO, LACTIC ACID, LESS THAN 1% SOYBEAN OIL, PROCESSING AID), POTATO STARCH, EMPELLER PRESSED SAFFLOWER OIL AND BOY LECTIN PROCESSING AID.

PRODUCED IN A FACILITY THAT ALSO MAKES PRODUCTS CONTAINING: WHEAT, PECANS AND HAZELNUTS.

EACH PRODUCTION RUN IS SAMPLED AND TESTED TO CONFIRM GLUTEN LEVELS DO NOT EXCEED 20 PPM.

DISTRIBUTED BY BLUE DIAMOND GROWERS, SACRAMENTO, CA 95812 USA.

**Questions or Comments?**  
 WRITE BLUE DIAMOND CUSTOMER SUPPORT TO BOX 116 SACRAMENTO, CA 95812 PLEASE INCLUDE CODE NUMBER FOUND ON TOP OF CARTON WITH ALL INQUIRIES.  
[www.bluediamond.com](http://www.bluediamond.com)

**WE ARE PROUD TO SUPPORT**  
**Celiac Disease Foundation**  
 For information about celiac disease contact  
 THE FOUNDATION AT [WWW.CELIAC.ORG](http://WWW.CELIAC.ORG)

**BLUE DIAMOND NATURAL**

**NUTTHINS**

TRY OUR OTHER  
*Irresistible*  
**Cracker Snacks!**

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1 19. The label of the Nut-Thins Cheddar Cheese Nut & Rice Cracker  
2 product includes the following representations on the product's package:

3 "NATURAL" (front of package),

4 "NATURAL" (back of package),

5 "NATURAL" (side of package),

6 "NATURAL" (top of package).

7 20. The ingredients on the side label of the Nut-Thins Cheddar Cheese Nut  
8 & Rice Cracker product's package states as follows:

9 "INGREDIENTS: RICE FLOUR, ALMONDS, CHEDDAR  
10 SEASONING [CHEDDAR CHEESE POWDER (CHEDDAR  
11 CHEESE (PASTEURIZED MILK, CHEESE CULTURES, SALT,  
12 ENZYMES), DISODIUM PHOSPHATE), SALT,  
13 MALTODEXTRIN, NATURAL CHEESE FLAVOR (CHEDDAR  
14 CHEESE (PASTEURIZED MILK, CHEESE CULTURES, SALT,  
15 ENZYMES), YEAST EXTRACT, XANTHAN GUM), CULTURED  
16 WHEY, ONION, EXTRACTIVE OF TURMERIC, GARLIC,  
17 EXTRACTIVE OF ANNATTO, LACTIC ACID, LESS THAN 2%  
18 SOYBEAN OIL (PROCESSING AID)], POTATO STARCH,  
19 EXPELLER PRESSED SAFFLOWER OIL, SOY LECITHIN  
20 (PROCESSING AID)."

21 21. Defendants unlawfully misbranded and falsely, misleadingly and  
22 deceptively represented the Nut-Thins Cheddar Cheese Nut & Rice Cracker product  
23 as "NATURAL" despite that it contains non-natural ingredients, including the  
24 following artificial or synthetic ingredients: disodium phosphate and xanthan gum.<sup>1</sup>

25 22. The size and placement of ingredients, which appear in smaller print  
26 and on the side of each package of the Nut-Thins Cheddar Cheese Nut & Rice  
27 Cracker product, are in stark contrast to the conspicuous "NATURAL"  
28 representations, which appear in larger print and in more prominent locations on the  
packaging.

<sup>1</sup> Plaintiff reserves the right to amend these allegations if additional investigation or discovery reveals other non-natural ingredients.

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1           23. Reasonable consumers, including Plaintiff, do not have the specialized  
2 knowledge necessary to identify ingredients in Blue Diamond's products as being  
3 inconsistent with the "NATURAL" claims.

4           24. A claim that a product is "NATURAL" is material to a reasonable  
5 consumer.

6           25. A reasonable consumer would expect that a product labeled as  
7 "NATURAL" does not contain any artificial, synthetic or extensively processed  
8 ingredients.

9           26. This expectation of a reasonable consumer is consistent with the  
10 common use of the word "natural" as well as with the views of the federal  
11 government and its agencies.

12           27. The Food and Drug Administration ("FDA") has repeatedly stated its  
13 policy to restrict the use of the term "natural" in connection with added color,  
14 synthetic substances and flavors addressed in 21 C.F.R. § 101.22.

15           28. 21 C.F.R. § 101.22 distinguishes between artificial versus natural  
16 foods, spices, flavorings, colorings, and preservatives on food labels. Any coloring  
17 or preservative can preclude the use of the term "natural" even if the coloring or  
18 preservative is derived from natural sources.

19           29. The Food and Drug Administration ("FDA") has repeatedly affirmed its  
20 policy through guidelines that define the appropriate boundaries for using the term  
21 "natural." According to the FDA:

22           "The agency will maintain its current policy ... not to restrict the use  
23 of the term 'natural' except for added color, synthetic substances, and  
24 flavors as provided in § 101.22. Additionally, **the agency will**  
25 **maintain its policy ... regarding the use of 'natural' as meaning**  
26 **that nothing artificial or synthetic (including all color additives**  
27 **regardless of source) has been included in, or has been added to, a**  
28 **food that would not normally be expected to be in the food.**  
Further ... the agency will continue to distinguish between natural and

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1 artificial flavors as outlined in § 101.22." 58 Federal Register 2302,  
2 2407 (Jan. 6, 1993).

3  
4 30. The FDA Compliance Policy Guide Sec. 587.100 further provides that:  
5 "The use of the words 'food color added,' 'natural color,' or similar  
6 words containing the term 'food' or 'natural' may be erroneously  
7 interpreted to mean the color is a naturally occurring constituent in the  
8 food. Since all added colors result in an artificially colored food, we  
9 would object to the declaration of any added color as 'food' or  
10 'natural.'"

11 31. Defendants engaged in an extensive and long-term advertising  
12 campaign labeling and otherwise marketing their Nut-Thins Cheddar Cheese Nut &  
13 Rice Cracker product as "NATURAL" when, in fact, it is not "NATURAL."

14 32. Defendants and each of them were well aware that Disodium Phosphate  
15 and Xanthan Gum are not "NATURAL." Among other facts that were known to  
16 Defendants, Defendants knew about the facts set forth in paragraphs 33 through 35,  
17 below.

18 33. **Disodium Phosphate:** Disodium Phosphate (as with all Sodium  
19 Phosphates) is identified as a synthetic substance by the Code of Federal  
20 Regulations, at 7 C.F.R. § 205.605(b). Disodium Phosphate is produced using  
21 Phosphoric Acid, which is designated a "hazardous substance" by the Code of  
22 Federal Regulations at 40 C.F.R. § 116.4.

23 34. **Xanthan Gum:** Xanthan Gum is also identified as a synthetic  
24 substance by the Code of Federal Regulations, at 7 C.F.R. § 205.605(b). "The  
25 additive [Xanthan Gum] is a polysaccharide gum derived from Xanthomonas  
26 campestris by a pure-culture fermentation process and purified by recovery with  
27 isopropyl alcohol. It contains D-glucose, D-mannose, and D-glucuronic acid as the  
28 dominant hexose units and is manufactured as the sodium, potassium, or calcium  
salt." 21 C.F.R. § 172.695(a). Further, Isopropyl Alcohol, which as stated above, is

1 used in the manufacturing process of Xanthan Gum, is itself a synthetic substance.  
2 21 C.F.R. § 172.515(b).

3 35. The Code of Federal Regulations defines the term "synthetic" as "A  
4 substance that is formulated or manufactured by a chemical process or by a process  
5 that chemically changes a substance extracted from naturally occurring plant,  
6 animal, or mineral sources, except that such term shall not apply to substances  
7 created by naturally occurring biological processes." 7 C.F.R. § 205.2; *Rojas v.*  
8 *General Mills, Inc.*, No. 12-cv-05099-WHO, 2014 WL 1248017 \*1 (N.D. Cal.  
9 March 26, 2014).

10 36. Plaintiff Larry Tran purchased the Nut-Thins Cheddar Cheese Nut &  
11 Rice Cracker product in reliance on Defendants' representations and omissions on  
12 the product's labels that the product is "NATURAL."

13 37. Plaintiff Larry Tran reasonably and justifiably relied on the  
14 "NATURAL" representations on the Nut-Thins Cheddar Cheese Nut & Rice  
15 Cracker product, and based his decision to purchase the product in substantial part  
16 on such representations.

17 38. Plaintiff Larry Tran also reasonably assumed that the Nut-Thins  
18 Cheddar Cheese Nut & Rice Cracker product was not misbranded and was legal to  
19 offer for sale and to purchase.

20 39. Plaintiff Larry Tran was misled and deceived by Defendants'  
21 misbranded product and label representations and would not have purchased the  
22 Nut-Thins Cheddar Cheese Nut & Rice Cracker product in the absence of the  
23 foregoing "NATURAL" representations and omissions.

24 40. Plaintiff Larry Tran relied on Defendants' misbranded labels and false,  
25 misleading and deceptive labeling claims and omissions and suffered injury in fact  
26 and a loss of money with each purchase of Defendants' Blue Diamond products.

27 41. As a result of Defendants' misbranding and false, misleading and  
28 deceptive labeling claims and omissions, consumers such as Plaintiff did not receive

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1 the benefit of their bargain when they purchased the Nut-Thins Cheddar Cheese Nut  
2 & Rice Cracker product.<sup>2</sup> They each paid money for a product that is misbranded  
3 (and therefore has no value as a matter of law), and is not what it claims to be or  
4 what they bargained for. They also paid a premium for the product and lost the  
5 opportunity to purchase and consume other, truly all natural foods.

6 42. Defendants know that consumers are willing to pay for natural  
7 products. Defendants advertised their Nut-Thins Cheddar Cheese Nut & Rice  
8 Cracker product with the intention that consumers rely on the affirmative  
9 misrepresentations of fact on their labeling that the product is "NATURAL."  
10 Further, Defendants' omissions of the material fact that the product includes  
11 ingredients that are not "NATURAL," but instead contains artificial, synthetic or  
12 extensively processed ingredients, are likely to deceive reasonable consumers.

13 43. Defendants know that the Nut-Thins Cheddar Cheese Nut & Rice  
14 Cracker product is misbranded and that its labeling claims and omissions are false,  
15 misleading, deceptive, and likely to deceive reasonable consumers.

16 44. Yet, Defendants have engaged and continue to engage in their  
17 misbranding and with their misrepresentations of fact and omissions of fact in  
18 furtherance of their motive to sell and profit from the Nut-Thins Cheddar Cheese  
19 Nut & Rice Cracker product on the backs and at the expense of consumers and the  
20 consuming public.

21  
22 **CLASS ACTION ALLEGATIONS**

23 45. Plaintiff brings this class action on behalf of himself and all other  
24 persons similarly situated pursuant to California Code of Civil Procedure § 382 and  
25 California Civil Code Section § 1781.

26  
27 <sup>2</sup> To the extent additional investigation or discovery shows any substantially  
28 similar Blue Diamond products which involve similar mislabeling issues, Plaintiff  
reserves the right to amend his complaint to make such allegations and include any  
such substantially similar Blue Diamond products.

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1 46. The class ("Class") which Plaintiff seeks to represent is defined as:  
2 "All persons, who are citizens of the State of California, and who,  
3 within four years from the date of filing this action, purchased the Nut-  
4 Thins Cheddar Cheese Nut & Rice Cracker product which was labeled  
5 "NATURAL."<sup>3</sup>

6 47. Excluded from the Class are Defendants and their directors, officers  
7 and employees, and any person who is not a citizen of the State of California.

8 48. Numerosity: The Class is so numerous that joinder of all individual  
9 members in one action would be impracticable. The disposition of their claims  
10 through this class action will benefit both the parties and this Court.

11 49. Plaintiff is informed and believes and thereon alleges that there are, at a  
12 minimum, many thousands of members that comprise the Class.

13 50. Members of the Class may be notified of the pendency of this action by  
14 techniques and forms commonly used in class actions, such as by published notice,  
15 e-mail notice, website notice, first-class mail, or combinations thereof, or by other  
16 methods suitable to this class and deemed necessary and or appropriate by the Court.

17 51. Common Questions of Fact and Law: There are a well-defined  
18 community of interest and common questions of fact and law affecting the members  
19 of the Class.

20 52. The questions of fact and law common to the Class predominate over  
21 questions which may affect individual members and include the following:

22 (a) Whether Defendants' "NATURAL" representations are unlawful,  
23 unfair, deceptive, untrue or misleading;

24 (b) Whether Defendants violated California Business and  
25 Professions Code § 17200 *et seq.*;

26  
27  
28 <sup>3</sup> Plaintiff reserves the right to amend or otherwise modify the Class definition  
and/or add subclasses.

1 (c) Whether Defendants violated California Business and  
2 Professions Code § 17500 *et seq.*;

3 (d) Whether Defendants violated California Civil Code § 1750 *et*  
4 *seq.*; and

5 (e) The relief, including injunctive and other equitable relief, to  
6 which Plaintiffs and the Class are entitled.

7 53. Typicality: Plaintiff's claims are typical of the claims of the entire  
8 Class. Plaintiff and all Class members each bought one or more of Defendants'  
9 product at issue in this case. The claims of Plaintiff and members of the Class are  
10 based on the same legal and remedial theories and arise from the same unlawful  
11 conduct.

12 54. Adequacy of Representation: Plaintiff is an adequate representative of  
13 the Class because his interests do not conflict with the interests of the Class which  
14 Plaintiff seeks to represent. Plaintiff will fairly, adequately, and vigorously  
15 represent and protect the interests of the Class and has no interests antagonistic to  
16 the Class. Plaintiff has retained counsel who is competent and experienced in the  
17 prosecution of class action litigation.

18 55. Superiority: A class action is superior to other available means for the  
19 fair and efficient adjudication of the claims of the Class. While the aggregate  
20 damages which may be and if awarded to the Class are likely to be substantial, the  
21 actual economic damages suffered by individual members of the Class are likely  
22 relatively small. As a result, the expense and burden of individual litigation makes  
23 it economically infeasible and procedurally impracticable for each member of the  
24 Class to individually seek redress for the wrongs done to them. The likelihood of  
25 individual Class members prosecuting separate claims is remote. Individualized  
26 litigation would also present the potential for varying, inconsistent or contradictory  
27 judgments, and would increase the delay and expense to all parties and the court  
28 system resulting from multiple trials of the same factual issues. In contrast, the

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1 conduct of this matter as a class action presents fewer management difficulties,  
2 conserves the resources of the parties and the court system, and would protect the  
3 rights of each member of the Class. Plaintiff knows of no difficulty to be  
4 encountered in the management of this action that would preclude its maintenance  
5 as a class action.

6 56. Injunctive or Declaratory Relief: A class action is also appropriate  
7 because Defendants have acted or refused to act on grounds that apply generally to  
8 the Class, so that final injunctive relief or corresponding declaratory relief is  
9 appropriate respecting the Class as a whole.

10  
11 **FIRST CAUSE OF ACTION**

12 **For Violation of California's Unfair Competition Law,**  
13 **California Business & Professions Code § 17200 *et seq.***

14 **(On Behalf of Plaintiff and the Class as against**  
15 **all Defendants including DOES 1 through 10)**

16 57. Plaintiff hereby incorporates by reference the allegations contained in  
17 this Complaint.

18 58. Plaintiff asserts this claim on behalf of himself and the Class as against  
19 Defendants and each of them.

20 59. "California's unfair competition law (UCL) (§ 17200 *et seq.*) defines  
21 'unfair competition' to mean and include 'any unlawful, unfair or fraudulent business  
22 act or practice and unfair, deceptive, untrue or misleading advertising and any act  
23 prohibited by [the false advertising law (§ 17500 *et seq.*)].'" *Kasky v. Nike, Inc.*, 27  
24 Cal.4th 939, 949 (2002).

25 60. "The UCL's purpose is to protect both consumers and competitors by  
26 promoting fair competition in commercial markets for goods and services." *Kasky*,  
27 27 Cal.4th at 949.

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1 61. Defendants have violated the UCL in several of the following ways,  
2 each of which are independently actionable:

3 **Unlawful (Sherman Law Misbranding Violations)**

4 62. Defendants' conduct of labeling, advertising and otherwise representing  
5 their products as "NATURAL" is unlawful and constitutes misbranding under the  
6 Sherman Food, Drug, And Cosmetic Law, California Health & Safety Code §  
7 109875 *et seq.* (the "Sherman Law").

8 63. California's Sherman Law adopts, incorporates – and is identical – to  
9 the relevant provisions of the federal Food Drug and Cosmetic Act, 21 U.S.C. § 301  
10 *et seq.* ("FDCA").<sup>4</sup>

11 64. The Sherman Law expressly states that "Any food is misbranded if its  
12 labeling is false or misleading in any particular." California Health & Safety Code §  
13 110660.<sup>5</sup>

14 65. The Sherman Law also provides that "Any food is misbranded if any  
15 word, statement, or other information required pursuant to this part to appear on the  
16 label or labeling is not prominently placed upon the label or labeling with  
17 conspicuousness, as compared with other words, statements, designs, or devices in  
18 the labeling and in terms as to render it likely to be read and understood by the  
19 ordinary individual under customary conditions of purchase and use." California  
20 Health & Safety Code § 110705.<sup>6</sup>

21 66. The Sherman Law expressly states that "Any food is misbranded if it  
22 bears or contains any artificial flavoring, artificial coloring, or chemical  
23

24 \_\_\_\_\_  
25 <sup>4</sup> Through the Sherman Law, California has also adopted all federal food  
26 labeling regulations as its own: "All food labeling regulations and any amendments  
27 to those regulations adopted pursuant to the federal act ... shall be the food labeling  
regulations of this state." California Health & Safety Code § 110100. "Federal act"  
means the federal Food, Drug, and Cosmetic Act, as amended (21 U.S.C. Sec. 301  
*et seq.*)." California Health & Safety Code § 109930.

<sup>5</sup> Identical to FDCA 21 U.S.C. § 343(a).

<sup>6</sup> Identical to FDCA 21 U.S.C. § 343(f).

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1 preservative, unless its labeling states that fact." California Health & Safety Code §  
2 110740.<sup>7</sup>

3 67. The Sherman Law also provides that a food is misbranded if its label  
4 does not clearly state "the common or usual name of the food" or "the common or  
5 usual name of each ingredient." California Health & Safety Code §§ 110720.  
6 110725.<sup>8</sup>

7 68. Misbranded food is unlawful and has no value as it may not be  
8 manufactured, delivered, held, offered for sale, or otherwise received in commerce.

9 69. "It is unlawful for any person to misbrand any food." California Health  
10 & Safety Code § 110765.

11 70. "It is unlawful for any person to manufacture, sell, deliver, hold, or  
12 offer for sale any food that is misbranded." California Health & Safety Code §  
13 110760.

14 71. "It is unlawful for any person to receive in commerce any food that is  
15 misbranded or to deliver or proffer for delivery any such food." California Health &  
16 Safety Code § 110770.

17 72. Defendants manufactured, delivered, held, offered for sale, sold and/or  
18 otherwise received into commerce their misbranded Nut-Thins Cheddar Cheese Nut  
19 & Rice Cracker product.

20 73. Defendants sold their misbranded Nut-Thins Cheddar Cheese Nut &  
21 Rice Cracker product throughout California.

22 74. As a result of Defendants' conduct, Plaintiff and Class members  
23 purchased the Nut-Thins Cheddar Cheese Nut & Rice Cracker misbranded product  
24 which has no value and are not saleable, as a matter of law, and Plaintiff and Class  
25  
26

27 <sup>7</sup> Identical to FDCA 21 U.S.C. § 343(k).

28 <sup>8</sup> Identical to FDCA 21 U.S.C. § 343(g); and 21 C.F.R. § 101.4(a)(1), 21  
C.F.R. § 102.5(a), (d).

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1 members suffered injury in fact and lost money or property as a result of  
2 Defendants' conduct.

3 **Unlawful (Other Violations)**

4 75. In addition to Defendants' misbranding violations set forth above,  
5 Defendants have also violated the UCL by violating other laws including, but not  
6 limited to, the following:

7 76. Defendants' conduct violates the advertising prohibitions under the  
8 Sherman Law, California Health & Safety Code §§ 110390, 110395, 110398 and  
9 110400.

10 77. Defendants' conduct violates California's False Advertising Law,  
11 California Business & Professions Code § 17500 *et seq.*

12 78. Defendants' conduct violates California's Consumers Legal Remedies  
13 Act., California Civil Code § 1750 *et seq.*

14 **Unfair**

15 79. Defendants' conduct is unfair under the UCL because it offends  
16 established public policy and/or is immoral, unethical, oppressive, unscrupulous  
17 and/or substantially injurious to Plaintiff and the Class. Defendants' conduct  
18 undermines and violates the spirit and policies underlying the Sherman Law, the  
19 False Advertising Law, and the Consumers Legal Remedies Act. There is no  
20 legitimate utility of Defendants' conduct, let alone any that would outweigh the  
21 harm to Plaintiff and the Class.

22 80. Plaintiff and Class members did not know and, as reasonable  
23 consumers had no way of reasonably knowing that the products were misbranded  
24 and were not properly marketed, advertised, packaged and labeled, and thus could  
25 not have reasonably avoided the injury each of them suffered.

26 **Fraudulent**

27 81. Defendants' conduct is also fraudulent under the UCL because it is  
28 likely to deceive reasonable consumers.

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1 necessary only to show that `members of the public are likely to be deceived.'"`  
2 *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 951 (2002).

3 89. As stated in this Complaint, Defendants publicly disseminated untrue  
4 or misleading advertising or intended not to sell the Nut-Thins Cheddar Cheese Nut  
5 & Rice Cracker product as advertised in violation of California Business &  
6 Professional Code § 17500 *et seq.*, by, *inter alia*, representing that it is  
7 "NATURAL" when it is not.

8 90. Defendants committed such violations of the False Advertising Law  
9 with actual knowledge or in the exercise of reasonable care should have known the  
10 representations were untrue or misleading.

11 91. As a result of Defendants' conduct and violations of the UCL, Plaintiff  
12 and Class members suffered injury in fact and lost money or property.

13 92. Defendants' conduct is ongoing and, unless restrained, likely to recur.

14 93. Plaintiff, on behalf of himself and Class members, seeks equitable  
15 relief requiring Defendants to refund and restore to Plaintiff and all Class members  
16 all monies they paid for the Nut-Thins Cheddar Cheese Nut & Rice Cracker product,  
17 and injunctive relief prohibiting Defendants from engaging in the misconduct  
18 described herein.

19

20

**THIRD CAUSE OF ACTION**

21

**For Violation of California's Consumers Legal Remedies Act,**

22

**California Civil Code § 1750 *et seq.***

23

**(On Behalf of Plaintiff and the Class as against**

24

**all Defendants including DOES 1 through 10)**

25

26 94. Plaintiff hereby incorporates by reference the allegations contained in  
this Complaint.

27

28 95. Plaintiff asserts this claim on behalf of himself and the Class as against  
Defendants and each of them.

1 96. Defendants' representations, omissions and conduct have violated, and  
2 continue to violate California's Consumers Legal Remedies Act ("CLRA"), because  
3 they extend to transactions that are intended to result, or which have resulted, in the  
4 sale of goods to consumers, including Plaintiff and the Class.

5 97. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(5) which  
6 prohibits "Representing that goods or services have ... characteristics, ingredients,  
7 uses, benefits, or quantities which they do not have."

8 98. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(7) which  
9 prohibits "Representing that goods or services are of a particular standard, quality,  
10 or grade ... if they are of another."

11 99. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(9) which  
12 prohibits "Advertising goods ... with intent not to sell them as advertised."

13 100. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(16)  
14 which prohibits "Representing that the subject of a transaction has been supplied in  
15 accordance with a previous representation when it has not."

16 101. Defendants' Blue Diamond Nut-Thins Cheddar Cheese Nut & Rice  
17 Cracker product is "goods" within the meaning of Civil Code §§ 1761(a) and 1770.

18 102. Plaintiff and Class members are "consumers" within the meaning of  
19 Civil Code §§ 1761(d) and 1770.

20 103. Each purchase of Defendants' Nut-Thins Cheddar Cheese Nut & Rice  
21 Cracker product by Plaintiff and each Class member constitutes a "transaction"  
22 within the meaning of Civil Code §§ 1761(e) and 1770.

23 104. Defendants' conduct is ongoing and, unless restrained, likely to recur.

24 105. Plaintiff, on behalf of himself and Class members, seek injunctive relief  
25 prohibiting Defendants from engaging in the misconduct described herein.

26 106. No relief of any kind, other than injunctive relief, is currently sought  
27 pursuant to this CLRA cause of action.

28

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1 107. No damages of any kind are currently sought pursuant to this CLRA  
2 cause of action.

3 108. The CLRA Civil Code § 1782(d) states in pertinent part as follows:  
4 "An action for injunctive relief brought under the specific provisions  
5 of Section 1770 may be commenced without compliance with  
6 subdivision (a) [notice requirement]. Not less than 30 days after the  
7 commencement of an action for injunctive relief, and after compliance  
8 with subdivision (a) [notice requirement], the consumer may amend  
9 his or her complaint without leave of court to include a request for  
10 damages."

11 109. The CLRA, Civil Code § 1782(a), states as follows:

12 "(a) Thirty days or more prior to the commencement of an  
13 action for damages pursuant to this title, the consumer shall do the  
14 following:

15 (1) Notify the person alleged to have employed or  
16 committed methods, acts, or practices declared unlawful by Section  
17 1770 of the particular alleged violations of Section 1770.

18 (2) Demand that the person correct, repair, replace, or  
19 otherwise rectify the goods or services alleged to be in violation of  
20 Section 1770.

21 The notice shall be in writing and shall be sent by certified or  
22 registered mail, return receipt requested, to the place where the  
23 transaction occurred or to the person's principal place of business  
24 within California."

25 110. Pursuant to Civil Code § 1782(a), before filing this Complaint, Plaintiff  
26 provided BLUE DIAMOND GROWERS with notice of its CLRA violations by  
27 certified mail return receipt requested. If Defendant BLUE DIAMOND  
28 GROWERS fails to provide appropriate relief for the CLRA violations, Plaintiff will  
amend this Complaint to seek monetary damages (compensatory, punitive, etc.) and  
other relief under the CLRA on behalf of Plaintiff and the Class.

10/20/2014

1 111. Attached hereto is the venue declaration required by CLRA, Civil Code  
2 § 1780(d).<sup>9</sup>

3  
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, on behalf of himself and the Class, prays for:

6 1. An order certifying the Class and appointing Plaintiff as the  
7 representative of the Class, and appointing counsel of record for Plaintiff as counsel  
8 for the Class;

9 2. Equitable relief requiring Defendants to refund and restore to Plaintiff  
10 and all Class members all monies they paid for the Nut-Thins Cheddar Cheese Nut  
11 & Rice Cracker product;

12 3. Injunctive relief prohibiting Defendants from engaging in the  
13 misconduct described herein;

14 4. An award of attorney's fees;

15 5. An award of costs;

16 6. An award of interest, including prejudgment interest; and

17 7. For such other and further relief as the Court may deem proper.

18  
19 DATED: October 20, 2014 CHANT & COMPANY  
20 A Professional Law Corporation

21 By   
22 Chant Yedalian  
23 Counsel For Plaintiff  
24  
25  
26  
27

28 <sup>9</sup> A declaration may be used in lieu of an affidavit. California Code of Civil  
Procedure § 2015.5.

10 / 20 / 2014

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: October 20, 2014      CHANT & COMPANY  
A Professional Law Corporation

By   
Chant Yedalian  
Counsel For Plaintiff

10 / 20 / 2014



DECLARATION BY PLAINTIFF LARRY TRAN

I, LARRY TRAN, hereby declare that:

1. The following facts stated in this Declaration are based upon my own personal knowledge, except as to the information which is based upon information and belief, which I believe to be true. If called upon to testify as to the information contained in this Declaration, I could and would competently do so.

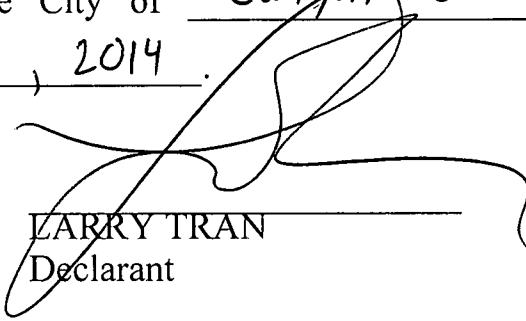
2. I am a named Plaintiff in this action.

3. I am over 18 years of age.

4. I purchased the Nut-Thins Cheddar Cheese Nut & Rice Cracker product, which is shown in paragraph 18 of the attached Complaint, in the County of Los Angeles, California.

5. This Court is the appropriate venue for this action because Defendants have done and continue to do business in the County of Los Angeles, Defendants have intentionally availed themselves of the markets within the County of Los Angeles through the promotion, marketing, sale and distribution of their products within the County of Los Angeles, and this is a class action case in which a substantial part of the transactions, acts and omissions giving rise to the claims occurred within the County of Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing Declaration is true and correct, and was executed by me in the City of Canyon Country, California, on October 19, 2014.

  
\_\_\_\_\_  
LARRY TRAN  
Declarant

10 / 20 / 2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Chant Yedalian, State Bar No. 222325 (chant@chant.mobi)  
CHANT & COMPANY  
A Professional Law Corporation  
1010 N. Central Ave., Glendale, CA 91202  
TELEPHONE NO.: 877.574.7100 FAX NO.: 877.574.9411  
ATTORNEY FOR (Name): Plaintiff, Larry Tran

FOR COURT USE ONLY

FILED  
Superior Court of California  
County of Los Angeles

OCT 20 2014

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

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

CASE NAME:  
Larry Tran, et al. v. Blue Diamond Growers, et al.

**CIVIL CASE COVER SHEET**  
 Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 Counter  Joinder  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
**BC 561217**  
JUDGE:  
DEPT:

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

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

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties  | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input 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.)

Date: October 20, 2014  
Chant Yedalian, Esq.  
(TYPE OR PRINT NAME)

[Signature]  
(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.

SHORT TITLE:

Larry Tran, et al. v. Blue Diamond Growers, et al.

CASE NUMBER

BC561217

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? [X] YES CLASS ACTION? [X] YES LIMITED CASE? [ ] YES TIME ESTIMATED FOR TRIAL 10 [ ] HOURS/ [X] 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)

- 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.
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.

4102/20/2014
Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto Tort (A7100, A7110), Asbestos (A6070, A7221), Product Liability (A7260), Medical Malpractice (A7210, A7240), and Other Personal Injury/Property Damage/Wrongful Death (A7250, A7230, A7270, A7220).

SHORT TITLE:

Larry Tran, et al. v. Blue Diamond Growers, et al.

CASE NUMBER

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input checked="" 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 <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	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
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:

Larry Tran, et al. v. Blue Diamond Growers, et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
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	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

SHORT TITLE: Larry Tran, et al. v. Blue Diamond Growers, et al.	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.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <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.			ADDRESS: 14440 Burbank Blvd.		
CITY: Sherman Oaks	STATE: CA	ZIP CODE: 91401			

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

Dated: October 20, 2014

  
 \_\_\_\_\_  
 (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.

10/20/2014

# ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)

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