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AMY D.
HOBUB

FILED
Superior Court Of California
County Of Los Angeles

AUG 05 2014

Sherri K. [Signature] Executive Officer/Clerk
By [Signature] Deputy
Judith Lara

8 Counsel for Plaintiff,
9 Elyse Mirto

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN THE COUNTY OF LOS ANGELES**

13 **BC 553780**

14 ELYSE MIRTO, individually and on behalf of all
15 others similarly situated,

16 Plaintiff,

17 v.

18 ORGANIC MILLING, LLC, a Delaware limited
19 liability company; ORGANIC MILLING
ACQUISITION LLC, a Delaware limited liability
20 company; and DOES 1-50, inclusive,

21 Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. Violation of California Unfair Competition Law, California Business & Professions Code § 17200, *et seq.*;
2. Violation of California False Advertising Law, California Business & Professions Code § 17500, *et seq.*;
3. Breach of Express Warranty;
4. Violation of California Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.*

DEMAND FOR JURY TRIAL

CIT/CASE: BC553780
LEA/DEF#: _____
By Fax
RECEIPT #: CCH520872019
DATE PAID: 08/05/14 09:05 AM
PAYMENT: \$435.00
RECEIVED: 310
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CLASS ACTION COMPLAINT

08/05/2014

1 Plaintiff Elyse Mirto ("Plaintiff"), by and through her counsel, brings this Class Action
2 Complaint against Defendants Organic Milling, LLC, Organic Milling Acquisition LLC, and Does 1-
3 50, inclusive (collectively, "Defendants"), on behalf of herself and all others similarly situated, and
4 alleges, upon personal knowledge as to her own actions and her counsel's investigations, and upon
5 information and belief as to all other matters, as follows:

6 **NATURE OF THE CASE**

7 1. This is a consumer protection and false advertising class action. Defendants market,
8 advertise, and distribute certain cereals under the Nutritious Living Hi-Lo brand name, which they
9 prominently label as "100% Natural." The cereals at issue are Nutritious Living Hi-Lo Original
10 Flavor and Strawberry Flavor (collectively, the "Products"). These Products are not natural at all, for
11 two independent reasons. *First*, the Products are made with genetically modified crops. A genetically
12 modified ("GM") crop, such as the corn, soy, and rapeseed (canola) from which the Products are
13 derived, is a crop whose genetic material has been altered by humans using genetic engineering
14 techniques. By definition, GM crops are not natural, but man-made. There are wide-ranging
15 controversies related to GM crops, including health risks from ingesting GM foods and negative
16 environmental effects associated with growing GM crops. The use and labeling of GM foods is the
17 subject of a variety of laws, regulations, and protocols worldwide. *Second*, the Products contain
18 ingredients that are synthetic and heavily processed, in some instances bearing no chemical
19 resemblance to the source crops from which they were derived. Through heavy industrialized
20 processing, the Products have become man-made, rather than natural.

21 2. Although the Products are not "100% Natural," Defendants prominently label every
22 box of the Products sold in California as "100% Natural." Defendants do this because consumers
23 perceive all natural foods as better, healthier, and more wholesome. In fact, the market for all natural
24 foods has grown rapidly in recent years, a trend that Defendants exploit through false advertising.

25 3. Plaintiff brings claims against Defendants individually and on behalf of a class of all
26 other similarly situated purchasers of the Products for violations of California's Consumers Legal
27 Remedies Act, Cal. Civ. Code § 1750, *et seq.*, California's Unfair Competition Law, Cal. Bus. & Prof.
28 Code § 17200, *et seq.* ("UCL"), and for breach of express warranties. Plaintiff seeks an order

1 requiring Defendants to, among other things: (1) cease the unlawful marketing; (2) conduct a
2 corrective advertising campaign; and (3) pay damages and restitution to Plaintiff and Class members
3 in the amounts paid to purchase the products at issue.

4 **JURISDICTION AND VENUE**

5 4. This Court has subject matter jurisdiction in this action because Defendant's unlawful
6 advertising occurred in Los Angeles County.

7 5. This Court has personal jurisdiction over Defendants because Defendants are
8 authorized to do business in the State of California, and sell their products to consumers within Los
9 Angeles County.

10 6. Venue is proper under California Code of Civil Procedure Section 395.5 as liability
11 against Defendants arose in Los Angeles County.

12 **PARTIES**

13 7. Plaintiff Elyse Mirto is a resident of Los Angeles, California. Plaintiff has purchased
14 several Products in California within the past four years in reliance on Defendant's representations that
15 the Products were "100% Natural." Specifically, within the past four years, Plaintiff purchased the
16 Products at retailers such as Vons and Ralphs. Prominently on each of the Products' labels appeared
17 the words "100% Natural Teas." This representation was material to Plaintiff's decision to make these
18 purchases. Plaintiff was willing to pay for the Products because of the representations that they were
19 "100% Natural" and would not have purchased the Products, would not have paid as much for the
20 Products, or would have purchased alternative products in absence of the representations, or with the
21 knowledge that the Products contained genetically modified and heavily processed ingredients. As a
22 result of purchasing a product in reliance on advertising that was false, Plaintiff has suffered injury in
23 fact and lost money as a result of the unfair business practiced alleged here.

24 8. Defendant Organic Milling, LLC is a Delaware limited liability company with its
25 principal place of business at 505 West Allen Avenue, San Dimas, California 91773. Defendant
26 Organic Milling, LLC distributes the Products to consumers throughout California.

27 9. Defendant Organic Milling Acquisition LLC is a Delaware limited liability company
28 with its principal place of business at 505 West Allen Avenue, San Dimas, California 91773.

1 Defendant Organic Milling Acquisition LLC distributes the Products to consumers throughout
2 California.

3 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
4 of each of the defendants designated as a DOE are unknown to Plaintiff at this time and therefore
5 Plaintiff sues these defendants by such fictitious names. Plaintiff will ask leave of the Court to amend
6 this Complaint to show the true names and capacities of the DOE defendants when that information
7 has been ascertained. Plaintiff is informed and believes and thereon alleges that each of the defendants
8 designated herein as a DOE is legally responsible in some manner and liable for the events and
9 happenings herein alleged and, in such manner, proximately caused harm to Plaintiff as herein alleged.

10 **SUBSTANTIVE ALLEGATIONS**

11 **Defendant Deceptively Labels The Products As "100% Natural"**

12 11. This case concerns two types of Nutritious Living Hi-Lo branded cereal. Throughout
13 the Class Period, Defendants have prominently labeled and otherwise advertised the Products as
14 "100% natural."

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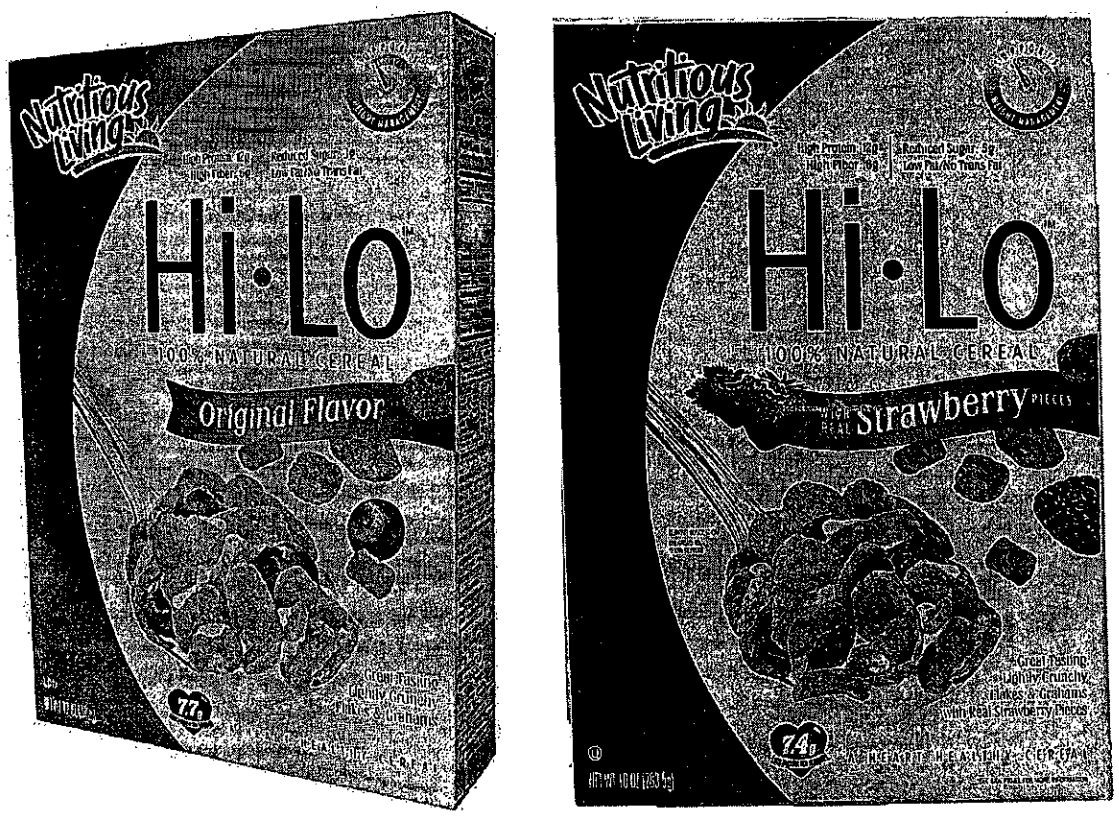
26 ///

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1 12. Nutritious Living Hi-Lo Original Flavor and Strawberry Flavor are made from GM
2 and/or highly processed ingredients, including, without limitation: soy grits, soy protein isolate, corn
3 bran, corn meal, corn starch, canola oil, evaporated cane juice, and mixed tocopherols. Typically,
4 the Products are available in 10 oz. and 12 oz. sizes and retail from approximately \$4.09 to
5 approximately \$6.25. The Products are also available online from websites such as amazon.com.
6 Defendant prominently labels the Products as "100% natural":



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22 13. By consistently labeling the Products as "100% natural," Defendant ensured that all
23 consumers purchasing the Products were exposed to its "100% natural" claim.

24 **Food Derived From Genetically Modified Organisms Is Not Natural**

25 14. GM crops are not crops occurring in nature, and are not "all natural." They are
26 genetically manipulated from their natural state. Monsanto, one of the largest producers of GM crop
27 seed, defines GM organisms as "Plants or animals that have had their genetic makeup altered to
28 exhibit traits that are not naturally theirs. In general, genes are taken (copied) from one organism that

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1 shows a desired trait and transferred into the genetic code of another organism.”

2 (<http://www.monsanto.com/newsviews/Pages/glossary.aspx#g> (last visited July 7, 2014).)

3 15. This definition is consistent with the World Health Organization, which defines GM
4 organisms as “organisms in which the genetic material (DNA) has been altered in a way that does not
5 occur naturally. The technology is often called ‘modern biotechnology’ or ‘gene technology’,
6 sometimes also ‘recombinant DNA technology’ or ‘genetic engineering’. It allows selected individual
7 genes to be transferred from one organism into another, also between non-related species. Such
8 methods are used to create GM plants – which are then used to grow GM food crops.” (World Health
9 Organization, 20 Questions on Genetically Modified (GM) Foods, *available at*
10 http://www.who.int/foodsafety/publications/biotech/en/20questions_en.pdf (last visited July 7, 2014).)

11 16. The Environmental Protection Agency has distinguished between conventional
12 breeding of plants “through natural methods, such as cross-pollination” and genetic engineering.
13 (United States Environmental Protection Agency, Prevention, Pesticides and Toxic Substances,
14 Questions & Answers Biotechnology: Final Plant-Pesticide/Plant Incorporated Protectants (PIPs)
15 Rules (Jul. 19, 2001), *available at* <http://www.epa.gov/scipoly/biotech/pubs/qanda.pdf> (last visited
16 July 7, 2014).

17 17. Romer Labs, a company that provides diagnostic services to the agricultural industry,
18 including tests to detect and determine the existence of GM crops, defines GM crops as
19 “[a]griculturally important plants [that] are often genetically modified by the insertion of DNA
20 material from outside the organism into the plant’s DNA sequence, allowing the plant to express novel
21 traits that normally would not appear in nature, such as herbicide or insect resistance. Seed harvested
22 from GMO plants will also contain these modifications.”
23 (<http://www.romerlabs.com/en/knowledge/gmo/> (last visited July 7, 2014).)

24 18. As indicated by the definitions above, which come from a wide array of sources,
25 including industry, government, and health organizations, GM crops are not “natural,” and products
26 made from those crops, including the Products, are not “100% natural.”

27 19. On information and belief, over 90% of U.S. corn, over 90% of U.S. soy, and over 90%
28 of U.S. canola crops are GM. Defendants source the Products’ ingredients from U.S. commodity

1 suppliers who supply GM crops. Large volume food manufacturers who wish to use non-GM
2 ingredients must specifically source their crops, typically from Europe, or undertake the additional
3 step and expense of purchasing and verifying the supply from non-GM growers through identity
4 preservation programs. In most instances, manufacturers who purchase only non-GM crops for their
5 products specifically label the products "non-GMO".

6 20. Defendants' "100% natural" representations are false, deceptive, misleading, and unfair
7 to consumers, who are injured in fact by purchasing products that Defendants falsely label as "100%
8 natural."

9 **The Products Are Not Natural Because They Contain Ingredients That Are Chemically-Derived**
10 **And/Or Heavily Processed**

11 21. Independent of the use of GM crops in the Products, Defendants' "100% natural"
12 claims are false because the Products contain ingredients that are synthetic and so heavily processed
13 that they no longer are chemically the same as the raw ingredients. The various processes by which
14 the ingredients are synthesized render the final Products chemically derived and non-natural. While
15 they retain the non-natural genetic attributes of the GM crops from which they are sourced, many of
16 the Products' ingredients no longer bear any natural chemical resemblance to their source crops as a
17 result of the extensive process by which they are refined.

18 22. The Products contain canola oil, which is a heavily processed cooking oil and is not
19 natural. Many types of oil are extracted through processes that allow the oils to retain the chemical
20 composition occurring in nature. Cold pressed olive oil, for example, is produced through a
21 mechanical process of compressing the oil from olives. Chemicals can also be used in the extraction
22 process to obtain a higher yield of oil. However, chemically, the oil at the end of the process is the
23 same as it was at the beginning of the process. In contrast, the processes used to create the canola oil
24 used in the Products go well beyond mere extraction techniques, resulting in chemically altered goods.
25 Canola oil typically undergoes several distinct chemical processes: (1) hexane extraction; (2) chemical
26 refining; (3) bleaching; (4) deodorizing; and (5) conditioning:

27 a. To extract crude oil from canola seeds, the manufacturer first applies a
28 physical press to the seeds, which typically extracts a fraction of the extractable oil. As part of the

1 extraction process, the seeds are then treated with Hexane, a carcinogenic chemical linked to cancer
2 and other major health problems in studies conducted on animals, to extract the remaining crude oil.
3 Residual Hexane may be present in the final product.

4 b. After it has been extracted from the canola seed, the crude oil is treated with
5 sodium hydroxide and/or phosphoric acid to separate and remove free fatty acids ("FFAs"). The oil
6 is separated from byproducts using centrifugal separation. Oftentimes Potassium Hydroxide, a
7 corrosive acid, also is used in the process.

8 c. After neutralization, canola oil is bleached and deodorized with additional
9 cleaning solutions and processes to lighten the oil's color and minimize its odor.

10 d. After being bleached and deodorized, canola oil typically is conditioned using
11 Phosphoric Acid, consumption of which has been linked to lower bone density as well as chronic
12 kidney disease.

13 23. The Products contain additional synthetic substances including the following:

14 a. Soy Protein Isolate: Soy protein isolate is used in food to improve texture, to
15 increase protein content, to enhance moisture retention, and as an emulsifier. In order to extract soy
16 protein isolate from soybeans, the soybeans are first immersed in hexane, then processed into flour.
17 Aqueous extraction is then carried out, and the extract is clarified to remove the insoluble material
18 and the "supernatant" is acidified. The precipitated protein-curd is collected and separated from the
19 whey by centrifuge. The curd is usually neutralized with alkali to form a sodium proteinate salt
20 before drying.

21 b. Evaporated Cane Juice: Sometimes also labeled as evaporated cane syrup,
22 evaporated cane juice is produced by pressing sugar cane and then boiling it at high heat, which often
23 destroys the sugar cane's beneficial nutrients. It is then further refined by crystallization through
24 evaporation, rendering the final ingredient a chemical of no nutrient value, similar to white sugar.

25 **CLASS ACTION ALLEGATIONS**

26 24. Plaintiff seeks relief in her individual capacity and seeks to represent a class consisting
27 of all others who are similarly situated. Plaintiff seeks certification of a class initially defined as
28 follows:

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1 All consumers who, from August 4, 2010 until the date notice is disseminated to the
2 Class (the "Class Period"), purchased any of the following products in California:
3 Nutritious Living Hi-Lo Original Flavor and/or Nutritious Living Hi-Lo Strawberry
4 Flavor.

5 25. Excluded from the Class are Defendants and their subsidiaries and affiliates,
6 Defendants' executives, board members, legal counsel, the judges and all other court personnel to
7 whom this case is assigned, their immediate families, and those who purchased the Products for the
8 purpose of resale.

9 26. The Class is so numerous that joinder of all members is unfeasible and not practicable.
10 While the precise number of Class members has not been determined at this time, Plaintiff is informed
11 and believes that many thousands or millions of consumers have purchased the Products.

12 27. There are questions of law and fact common to the Class, which predominate over any
13 questions affecting only individual Class members. These common questions of law and fact include,
14 without limitation:

- 15 a. Whether Defendants uniformly conveyed to the class that the Products were
16 "100% Natural";
- 17 b. Whether Defendants' claim that the Products are "100% Natural" is true or false
18 or likely to deceive a reasonable consumer;
- 19 c. Whether Defendants violated California Civil Code § 1750, *et seq.*;
- 20 d. Whether Defendants violated California Business and Professions Code
21 § 17200, *et seq.*;
- 22 e. Whether Defendants violated California Business and Professions Code
23 § 17500, *et seq.*;
- 24 f. Whether Defendants breached an express warranty; and
- 25 g. The nature of the relief, including equitable relief, to which Plaintiff and the
26 Class members are entitled.

27 28. Plaintiff's claims are typical of the claims of the Class. Plaintiff and all Class members
28 were exposed to uniform practices and sustained injury arising out of and caused by Defendants'

1 unlawful conduct.

2 29. Plaintiff will fairly and adequately represent and protect the interests of the members of
3 the Class. Plaintiff's Counsel are competent and experienced in litigating class actions.

4 30. A class action is superior to other available methods for the fair and efficient
5 adjudication of this controversy since joinder of all the members of the Class is impracticable.
6 Furthermore, the adjudication of this controversy through a class action will avoid the possibility of
7 inconsistent and potentially conflicting adjudication of the asserted claims. There will be no difficulty
8 in the management of this action as a class action.

9 31. Defendants' misrepresentations are uniform as to all members of the Class. Defendants
10 have acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief
11 or declaratory relief is appropriate with respect to the Class as a whole.

12 **FIRST COUNT**

13 **(Violations of California Unfair Competition Law – Cal. Bus. & Prof. Code § 17200, *et seq.*)**

14 32. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

15 33. Defendants engaged in unlawful, unfair, and/or fraudulent conduct under California's
16 Unfair Competition Law ("UCL"), California Business & Professional Code § 17200, *et seq.*, by
17 representing that the Products are "100% Natural," when they are not.

18 34. Defendants' conduct is unlawful in that it violates the Consumers Legal Remedies Act,
19 California Civil Code §§ 1750, *et seq.*, and California's False Advertising Law, California Business &
20 Professions Code §§ 17500 *et seq.*

21 35. Defendants' conduct is unfair in that it offends established public policy and/or is
22 immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to Plaintiff and Class
23 members. The harm to Plaintiff and Class members arising from Defendants' conduct outweighs any
24 legitimate benefit Defendant derived from the conduct. Defendant's conduct undermines and violates
25 the stated spirit and policies underlying California's Consumers Legal Remedies Act and False
26 Advertising Law, as alleged herein.

27 36. Defendants' actions and practices constitute "fraudulent" business practices in violation
28 of the UCL because, among other things, they are likely to deceive reasonable consumers. Plaintiff

1 relied on Defendants' representations and omissions.

2 37. As a direct and proximate result of Defendants' violations, Plaintiff suffered injury in
3 fact and lost money because she purchased the Products at the price she paid believing them to be
4 100% natural when they were not.

5 38. Plaintiff, on behalf of herself and Class members, seeks equitable relief in the form of
6 an order requiring Defendants to refund Plaintiff and all Class members all monies they paid for the
7 Products, and injunctive relief in the form of an order prohibiting Defendants from engaging in the
8 alleged misconduct and performing a corrective advertising campaign.

9 **SECOND COUNT**

10 **(Violation of California False Advertising Law – Cal. Bus. & Prof. Code § 17500, *et seq.*)**

11 39. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

12 40. Defendants publicly disseminated untrue or misleading advertising or intended not to
13 sell the Products as advertised in violation of California's False Advertising Law ("FAL"), Business &
14 Professional Code § 17500, *et seq.*, by representing that the Products are "100% Natural," when they
15 are not.

16 41. Defendants committed such violations of the False Advertising Law with actual
17 knowledge, or in the exercise of reasonable care should have known, that the "100% Natural" labels
18 were untrue or misleading.

19 42. Plaintiff reasonably relied on Defendants' representations and/or omissions made in
20 violation of California Business & Professional Code § 17500, *et seq.*

21 43. As a direct and proximate result of Defendants' violations, Plaintiff suffered injury in
22 fact and lost money.

23 44. Plaintiff, on behalf of herself and Class members, seeks equitable relief in the form of
24 an order requiring Defendants to refund Plaintiff and all Class members all monies they paid for the
25 Products, and injunctive relief in the form of an order prohibiting Defendants from engaging in the
26 alleged misconduct and performing a corrective advertising campaign.
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1 56. Defendants violated the CLRA in at least the following respects:

2 a. in violation of §1770(a)(2), Defendant misrepresented the source of the
3 Products as "100% Natural," when they contained ingredients that are not natural;

4 b. in violation of §1770(a)(5), Defendants represented that the Products have
5 characteristics, ingredients, and benefits (100% Natural) which they do not have (because they contain
6 ingredients that are not natural);

7 c. in violation of §1770(a)(7), Defendants represented that the Products are of a
8 particular standard, quality or grade ("100% Natural") when they are of another (containing
9 ingredients that are not natural);

10 d. in violation of §1770(a)(9), Defendants advertised the Products (as "100%
11 Natural") with intent not to sell them as advertised (containing ingredients that are not natural); and

12 e. in violation of §1770(a)(16), Defendants represented that the Products have
13 been supplied in accordance with previous representations (as "100% Natural") , when they were not
14 (because they contained ingredients that are not natural).

15 57. Defendants violated the Act by representing the Products as "100% Natural," when the
16 Products contained ingredients that were not natural. Defendants knew, or should have known, that
17 the representations and advertisements were false and misleading.

18 58. Defendants' acts and omissions constitute unfair, deceptive, and misleading business
19 practices in violation of Civil Code §1770(a).

20 59. On February 14, 2014, Plaintiff notified Defendants in writing, by certified mail, of the
21 violations alleged herein and demanded that Defendants remedy those violations.

22 60. Defendants failed to rectify or agree to rectify the problems associated with the actions
23 detailed above and give notice to all affected consumers within 30 days of the date of written notice
24 pursuant to §1782 of the California Act. Although Defendants stated they would order new packaging
25 that does not say "100% Natural," Defendants made no representation that they would engage in any
26 sort of corrective advertising or cease using their existing stock of packaging bearing the "100%
27 Natural" labels. Nor did Defendants agree to compensate Class Members in any way for the conduct
28 alleged herein.

1 61. Plaintiff seeks actual, punitive, and statutory damages pursuant to the CLRA.

2 62. Plaintiff and the Class also seek a Court order enjoining the above-described wrongful
3 acts and practices of Defendants and for restitution, disgorgement, statutory damages, and any other
4 relief that the Court deems proper.

5 63. Defendants' conduct is malicious, fraudulent, and wanton in that Defendants
6 intentionally and knowingly provided misleading information to the public.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of the other members of the Class
9 proposed in this Complaint, respectfully requests that the Court enter judgment in his favor and against
10 Defendants, as follows:

11 A. Declaring that this action is a proper class action, certifying the Class as requested
12 herein, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class
13 Counsel;

14 B. Ordering Defendants to pay actual damages (and no less than the statutory minimum
15 damages), restitution and equitable monetary relief to Plaintiff and the other members of the Class;

16 C. Ordering Defendants to pay punitive damages, as allowable by law, to Plaintiff and the
17 other members of the Class;

18 D. Ordering Defendants to pay statutory damages, as allowable by the statutes asserted
19 herein, to Plaintiff and the other members of the Class;

20 E. Awarding injunctive relief as permitted by law or equity, including enjoining
21 Defendants from continuing the unlawful practices as set forth herein, and ordering Defendants to
22 engage in a corrective advertising campaign;

23 F. Ordering Defendants to pay attorneys' fees and litigation costs to Plaintiff and the other
24 members of the Class;

25 G. Ordering Defendants to pay both pre- and post-judgment interest on any amounts
26 awarded; and

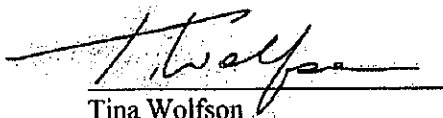
27 H. Ordering such other and further relief as may be just and proper.
28

JURY DEMAND

Plaintiff demands a trial by jury of all claims in this Complaint so triable.

Dated: August 4, 2014

Respectfully submitted,



Tina Wolfson
Robert Ahdoot
Theodore W. Maya
Bradley K. King
AHDOOT & WOLFSON, PC
1016 Palm Avenue
West Hollywood, California 90069
Tel: 310-474-9111
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Counsel for Plaintiff,
Elyse Mirto

08 / 05 / 2014

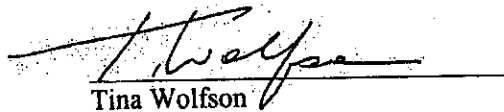
AFFIDAVIT OF TINA WOLFSON

I, Tina Wolfson, declare as follows:

1. I am an attorney with the law firm of Ahdoot & Wolfson, PC, counsel for Plaintiff Elyse Mirto ("Plaintiff") in this action. I am admitted to practice law in California and before this Court, and am a member in good standing of the State Bar of California. This declaration is made pursuant to California Civil Code section 1780(d). I make this declaration based on my research of public records and upon personal knowledge and, if called upon to do so, could and would testify competently thereto.

2. Based on my research and personal knowledge, Defendants Organic Milling, LLC and Organic Milling Acquisition LLC do business within the County of Los Angeles and Plaintiff purchased Defendants' products within the County of Los Angeles, as alleged in the Class Action Complaint.

I declare under penalty of perjury under the laws of the United States and the State of California this 4th day of August, 2014 in West Hollywood, California that the foregoing is true and correct.


Tina Wolfson

08 / 05 / 2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Tina Wolfson, SBN 174806; Theodore W. Maya, SBN 223242
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 TELEPHONE NO.: 310-474-9111 FAX NO.: 310-474-8585

FOR COURT USE ONLY
FILED
 Superior Court of California
 County of Los Angeles
 AUG 05 2014
 Sherri K. [Signature] Officer/Clerk
 By [Signature] Deputy
 Judi Lara

ATTORNEY FOR (Name): Plaintiff ELYSE MIRTO
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS: 111 North Hill Street
 CITY AND ZIP CODE: Los Angeles 90012
 BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
 ELYSE MIRTO v. ORGANIC MILLING, LLC, 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 553780**
 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>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Four (4)
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: August 4, 2014
 Theodore W. Maya
 (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.

By Fax

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PIPD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PIPD/WD

Non-PIP/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
- Other Non-PIP/WD Tort (35)
- Employment
 - Wrongful Termination (36)
 - Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
- Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (08)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (not provisionally complex) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)
- Unlawful Detainer
 - Commercial (31)
 - Residential (32)
 - Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (non-domestic relations)
 - Sister State Judgment
 - Administrative Agency Award (not unpaid taxes)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (not specified above) (42)
- Declaratory Relief Only
- Injunctive Relief Only (non-harassment)
- Mechanics Lien
- Other Commercial Complaint Case (non-tort/non-complex)
- Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (not specified above) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
- Other Civil Petition

CIVIL CASE COVER SHEET

SHORT TITLE:

Mirto v. Organic Milling, LLC, et al.

CASE NUMBER

BC 553780

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.

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto Tort (Auto, Uninsured Motorist), Asbestos, Product Liability, Medical Malpractice, and Other Personal Injury/Property Damage/Wrongful Death.

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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	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
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 (28)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-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.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6008 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
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 <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., 8. 2. 2., 7. 2., 3., 4., 8. 2., 9.

03/03/2015 10:07:00

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

SHORT TITLE: Mirto v. Organic Milling, LLC, 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.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <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: ORGANIC MILLING, LLC 505 West Allen Avenue		
CITY: San Dimas	STATE: CA	ZIP CODE: 91773			

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: August 4, 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.

03/05/2011

1103



Document Separator



**SUMMONS
(CITACION JUDICIAL)**

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

**ORGANIC MILLING, LLC, a Delaware limited liability company;
Additional Parties Attachment form is attached**

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

Elyse Mirto, individually and on behalf of all others similarly situated,

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

FILED
Superior Court of California
County Of Los Angeles

AUG 05 2014

Sherri R. Carter, Executive Officer/Clerk

By Judi Lara, Deputy

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

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

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

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

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

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

CASE NUMBER:
(Número del Caso): **BC 553780**

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):
Tina Wolfson; Ahdoot & Wolfson, PC, 1016 Palm Avenue, West Hollywood, California 90069; 310-474-9111

DATE: **AUG 05 2014**
(Fecha)

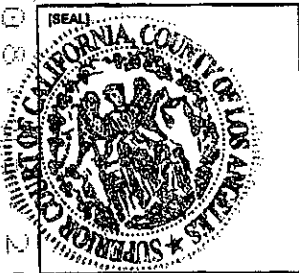
SHERRI R. CARTER Clerk, by
(Secretario)

Judi Lara, 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)).

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):



SHORT TITLE: Mirto v. Organic Milling, LLC, et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

- Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

ORGANIC MILLING ACQUISITION LLC, a Delaware limited liability company; and DOES 1-50, inclusive.

08/05/2014

ClassAction.org

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