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15 Attorneys for Plaintiff, RONALD TRAER

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 RONALD D. TRAER, on behalf of  
19 himself and all similarly situated  
20 persons,

21 Plaintiff,

22 vs.

23 DOMINO'S PIZZA LLC;  
24 DOMINO'S PIZZA, INC.,  
25 FERNANDO TAPIA DBA DOMINO'S  
26 PIZZA, SALMEX PIZZA INC.,  
27 SALMAR PIZZA INC, JP PIZZA, INC  
28 and GAFE PIZZA INC. and DOES 1  
through 25 inclusive,

Defendants.

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff RONALD D. TRAER (“Traer”) brings this action on behalf of himself  
2 and all others similarly situated against DOMINO’S PIZZA LLC, DOMINO’S PIZZA  
3 INC. (hereinafter “DOMINO’S”) and FERNANDO TAPIA doing business as  
4 Domino’s Pizza, Salmex Pizza, Inc, Salmar Pizza, Inc, JP Pizza, Inc, and Gafe Pizza  
5 Inc (hereinafter “TAPIA”). DOMINO’S and TAPIA are herein collectively referred to  
6 as “Defendants.” Plaintiff makes the following allegations based upon information and  
7 belief, except as to the allegations specifically pertaining to himself that is based on his  
8 own personal knowledge.

9 **INTRODUCTION**

10 1. Domino’s Pizza, Inc and Domino’s Pizza, LLC (“DOMINO’S”) and  
11 TAPIA regard themselves as a pioneer and leader of delivering quality pizza to its  
12 consumers.

13 2. DEFENDANT DOMINO’S owns “corporate” Domino’s Pizza Stores and  
14 also has franchisees (“Franchises”) who sell pizzas and other authorized products  
15 through delivery and carry-out services under the trade name Domino’s Pizza.  
16 DOMINO’S offers franchises in the form of Traditional and Non-Traditional  
17 Domino’s Pizza Stores and related concepts under the agreement entitled  
18 FRANCHISE DISCLOSURE DOCUMENT, which is overseen by DOMINO’S Pizza  
19 Franchising LLC located at 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan  
20 48105. DOMINO’S Franchising LLC is a wholly owned subsidiary of Defendant  
21 DOMINO’S.

22 3. Defendant DOMINO’S operates the corporately owned Domino’s Pizza  
23 Stores. Defendant TAPIA and other Franchisees purchase and operate Domino’s Pizza  
24 Store franchises from DOMINO’S and its related entities pursuant to the terms of  
25 DOMINO’S “Franchise Agreement” (FRANCHISE DISCLOSURE DOCUMENT).

1 4. DOMINO’S is responsible for developing, establishing, promoting and  
2 carrying out DOMINO’S National Advertising for all Domino’s Pizza Stores  
3 (corporate, Traditional Franchises, and Non-Traditional Franchises).

4 5. The “Franchise Agreement” requires that Franchisees must contribute to  
5 the National Advertising Fund for the cost and expense of national advertising for the  
6 benefit of both Domino’s Pizza Stores (corporate and franchised) and the Defendants  
7 through television ads, national campaigns, public announcement, newspapers and  
8 other means of advertising to the general public. DOMINO’S runs its national  
9 advertising through Domino’s National Advertising Fund, Inc.

10 6. DOMINO’S PIZZA INC. is the parent company, directly or indirectly of  
11 all Domino’s Pizza related entities including DOMINO’S PIZZA LLC, DOMINO’S  
12 Pizza Franchising, LLC and also DOMINO’S National Advertising Fund, Inc., a not-  
13 for-profit corporation which administers the collection and expenditures of the  
14 Advertising Fund from Franchisees like Defendant TAPIA for the purpose of National  
15 advertising for the Franchisees.

16 7. Franchisees including Defendant TAPIA, pursuant to the terms of the  
17 Agreement with DOMINO’S and DOMINO’S related entities must contribute to  
18 DOMINO’S National Advertising Fund for advertising expenditures to promote and  
19 for the benefit of the Stores and Defendants. Depending on the type of Franchise store  
20 purchased (Traditional or Non-Traditional), DOMINO’S has an established fee  
21 schedule for the Franchisees to pay into DOMINO’S National Advertising Fund. The  
22 percentage charged for a DOMINO’S Traditional Store is four (4) percent of the  
23 weekly Royalty Sales. Franchisees must pay up to four (4) percent of the weekly  
24 Royalty Sales as an advertising contribution if the Franchisee operates a DOMINO’S  
25 Non-Traditional Store to the advertising fund. If a cooperative exists and if 65% or  
26 more of the Stores in the cooperative agree or are contractually obligated to contribute  
27 a specified percentage of Royalty Sales, then the Franchisee must make the same  
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1 percentage contribution to the cooperative. DOMINO’S requires that Franchisees  
2 contribute no less than 2% of the weekly Royalty Sales to the cooperative. DOMINO’S  
3 can require a maximum combined contribution to the national advertising fund and  
4 local and regional advertising of 9% of the weekly Royalty Sales of the Store.  
5 DOMINO’s Advertising Fund places advertising in any media. The coverage is  
6 typically national in nature. The Advertising is developed by DOMINO’S and its  
7 related entities in-house marketing department and national advertising agencies and  
8 other advertising partners. DOMINO’S also requires Franchisees to participate in local  
9 and regional advertising cooperatives for advertising and promotional programs  
10 administered by DOMINO’S and its related entities and/or other franchisees.

11 8. Through its advertising, DOMINO’S AND TAPIA touts that it is an  
12 innovator and pioneer of “delivery ideas that make it easier and more convenient for  
13 our consumers. When you think about pizza places that have delivered hot and fresh  
14 from the oven to your door, think Domino’s, because we’re constantly updating our  
15 menu to include...just for you.”

16 9. TAPIA operates a chain of retail Domino’s Pizza Stores in California  
17 under the trade name Domino’s and/or Domino’s Pizza. Ron Traer is informed,  
18 believes and on that basis alleges that TAPIA operates a chain of retail stores under the  
19 name Domino’s and/or Domino’s Pizza in California and jointly and severally  
20 advertises and markets from the National Advertising Fund run by DOMINO’S and its  
21 related entities in California and the US for the stores TAPIA operates. On information  
22 and belief, Ron Traer alleges that TAPIA and DOMINO’S are jointly engaged in  
23 advertising and marketing the Domino’s “MIX & MATCH DEAL” for “CHOOSE  
24 ANY 2 OR MORE \$5<sup>99</sup> each” to California residents through the national advertising  
25 campaign financed from the National Advertising Fund and run by DOMINO’S and  
26 its related entities, which resulted in TAPIA and DOMINO’S receiving money or a  
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1 monetary related benefit from the sale of those items purchased by Ron Traer and  
2 others similarly situated California consumers who were deceived.

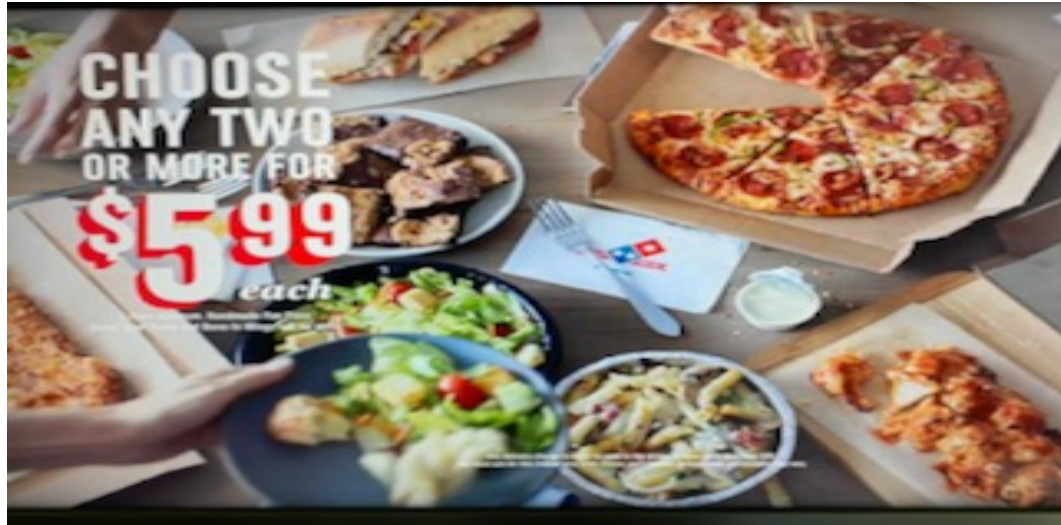
3 10. Mr. Traer also alleges TAPIA and DOMINO’S are jointly and severally  
4 liable with all other California franchisees, who are operating under the trade name  
5 Domino’s Pizza for engaging in a false and misleading advertising campaign i.e., “MIX  
6 & MATCH DEAL” for “CHOOSE ANY 2 OR MORE \$5<sup>99</sup> each” that is financed from  
7 the National Advertising Fund and run by DOMINO’S and its related entities  
8 nationally, regionally and locally. DOMINO’S and TAPIA share in the profits  
9 generated from the sales of the MIX & MATCH DEAL.

10 11. Domino’s has been a staple and leader in the food and pizza industry for  
11 decades by offering food promotions to its consumers through the national advertising  
12 campaigns financed from the National Advertising Fund and run by DOMINO’S and  
13 its related entities. Domino’s consumers are well aware that Domino’s offers a variety  
14 of ways for its consumers to save money on Domino’s pizzas and related products,  
15 because Domino’s touts that it saves its consumers money by offering a variety of  
16 discounts through the use of its coupons by way of national marketing campaign that  
17 runs on a national, regional, and local level through the National Advertising Fund.  
18 Essentially, consumers of Domino’s have become accustom to receiving discounts on  
19 Domino’s products whether directly from the original price because of DOMINO’S  
20 national marketing campaigns financed from the National Advertising Fund and run  
21 by DOMINO’S and its related entities.

22 12. Among its many discounted programs is DOMINO’S and TAPIA’S  
23 Domino’s “Mix & Match” (“Mix & Match Deal”)<sup>1</sup> financed from the National  
24 Advertising Fund and run by DOMINO’S and its related entities., which has been in  
25 existence since (at least) 2009. Dominos has used a similar advertisement for its “Mix  
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27 \_\_\_\_\_  
28 <sup>1</sup> Consumers are not required to be a member of a Domino’s loyalty reward program or some other  
similar service in order to make a purchase under Domino’s’ Mix & Match deal.

1 & Match Deal” \$5.99 promotional deal through, televisions, billboards, posters, and  
2 pictures within the statutory period. Example of DOMINO’s and TAPIA’s Domino’s’  
3 Mix & Match Deal are set forth below and confirms that the Pizzas and Specialty  
4 chicken are both \$5.99:



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13. Plaintiff allege on information and belief that DOMINO’S and TAPIA’s Domino’s advertisements financed from the National Advertising Fund and run by DOMINO’S and its related entities regarding its Mix & Match Deal is uniform, consistent, distributed, patterned, and is to be equally applied the same – every Mix & Match advertisement provides the prospective customer with a discount on the basis of a coupon or discount with the purchase of two or more items from a designated list of products which is a price reduction from Domino’s’ standard price for the product in question.

14. In carrying out its deceptive scheme, DOMINO’S and TAPIA uses advertisements financed from the National Advertising Fund and run by DOMINO’S and its related entities that illustrate the wide variety of products available to the customer. On the “Mix & Match advertisement itself, Domino’s choice of few words is intended to highlight the “deal” available to its consumers.

15. The Mix & Match advertisement also contains words: “MIX & MATCH DEAL,” and “CHOOSE ANY 2 OR MORE.” DOMINO’S and TAPIA’S use of a larger front size for “\$5.99” with white lettering with a red bold enunciated border is the most prominent wording on the advertisement, which is intended and does attract

1 consumers. On information and belief financed from the National Advertising Fund  
2 and run by DOMINO'S and its related entities, Domino's stores implement the same  
3 or substantially similar advertising in color, font size, and borders for its Mix & Match  
4 deal whether through television, print, or other forms of advertisements.

5 16. Domino's Mix & Match deal requires the prospective consumer to  
6 purchase 2 or more items from its designated list of products at the price of \$5.99,  
7 which excludes taxes. Most food businesses that provide discounts to their consumers  
8 through the use of coupons or other forms of discounts, generally have limited products  
9 and even more limited categories available to their consumers.

10 17. Domino's has a wide variety of products available to consumers through  
11 the Mix & Match deal, which is prominently stated on its advertisements financed from  
12 the National Advertising Fund and run by DOMINO'S and its related entities.  
13 Consumers can apply the coupon to a large selection of Domino's products under the  
14 Mix & Match deal that includes broad categories such as two-topping pizzas, salads,  
15 cookies, chicken, sandwiches, breads and/or pasta. DOMINO'S and TAPIA'S sets  
16 forth the categories<sup>2</sup> of products available to its consumers through the Mix & Match  
17 deal. The list of products available through Domino's Mix & Match Deal are: Pizza  
18 (Medium) 2 Topping Pizza, Breads, Salads, Pastas, Chicken (collectively referred to  
19 as "Products").

20 18. Consistent with DOMINO'S and TAPIA'S self-promotion and  
21 advertising through print, television, radio, and/or other forms of advertising, financed  
22 from the National Advertising Fund and run by DOMINO'S and its related entities,  
23 Domino's represents, warrants, and promises its consumers that any two (2) of the  
24 Products applying the coupon under the Mix & Match deal will cost the prospective  
25 customer \$5.99 per product (or \$11.98), excluding sales taxes.

26  
27 <sup>2</sup> The same categories of products are available to Domino's' consumers regardless of  
28 whether the prospective consumer places the order remotely, in person, or over the  
telephone.



1 19. Consumers have the expectation that reputable businesses such as  
2 Domino's will conform to any representations, warranties, or statements made in  
3 connection with the Mix & Match deal.

4 20. Contrary to Domino's' representations, warranties, or statements regarding  
5 the discounted price of the Products, it charges consumers more than \$5.99 per Product  
6 under the Mix & Match deal. On information and belief, Domino's has a pattern and  
7 practice of charging its consumers an amount exceeding \$5.99 per product from the list  
8 of categories. Domino's representations, warranties, and/or statements relating to the  
9 \$5.99 price per product pursuant to the Mix & Match deal is false and/or misleading.

10 21. Plaintiff TRAER, and members of the classes described below paid more  
11 than \$5.99 for Products under the Mix & Match Deal while making in-store purchases  
12 which are not the subject to arbitration clauses or provisions. Contrary to Domino's  
13 representations regarding the price of the Products, consumers paid more money than  
14 what was stated on Domino's advertisements under the representations as set forth under  
15 the Mix & Match Deal.

16 22. Defendants' representations, warranties, and statements that the Products  
17 are \$5.99 per product when Domino's charges more is unfair, unlawful, and fraudulent  
18 conduct, is likely to deceive members of the public, and continues to this day. As  
19 such, Defendants' practices violate California's Consumer Legal Remedies Act, Cal.  
20 Civ. Code § 1750 *et seq.* ("CLRA"), California's Unfair Competition Law, Cal. Bus.  
21 & Prof. Code § 17200 *et seq.* ("UCL"), and California's False Advertising Law, Cal.  
22 Bus. & Prof. Code § 17500 *et seq.* ("FAL"). Plaintiff also brings claims for fraud,  
23 unjust enrichment and breach of express warranty.

24  
25 **JURISDICTION AND VENUE**

26 23. This Court has personal jurisdiction over Defendants. Defendants  
27 purposefully avails itself of the California consumer market and distributes the  
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1 Products to hundreds of locations within this County and thousands of retail locations  
2 throughout California and the United States, wherein the Products are purchased by  
3 thousands of consumers every day.

4 24. This Court has original subject-matter jurisdiction over this proposed  
5 class action pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the Class  
6 Action Fairness Act (“CAFA”), explicitly provides for the original jurisdiction of the  
7 federal courts in any class action in which at least 100 members are in the proposed  
8 plaintiff class, any member of the plaintiff class is a citizen of a State different from  
9 any defendant, and the matter in controversy exceeds the sum of \$5,000,000.00,  
10 exclusive of interest and costs. Plaintiff alleges that the total claims of individual  
11 members of the proposed Class (as defined herein) are well in excess of \$5,000,000.00  
12 in the aggregate, exclusive of interest and costs.

13 25. Venue is proper in this District under 28 U.S.C. § 1391(a). Substantial  
14 acts in furtherance of the alleged improper conduct, including the dissemination of  
15 false and misleading information regarding the nature, quality, and/or ingredients of  
16 the Products, occurred within this District.

17 **PARTIES**

18 26. Plaintiff Ronald D. Traer is a citizen of California, residing in Los  
19 Angeles County.

20 27. Mr. Traer purchased Products under Domino’s Mix & Match deal  
21 financed, on information and belief, through the National Advertising Fund and run  
22 by DOMINO’S and its related entities on March 20, 2021. On March 20, 2021, Traer  
23 made an in-store non-website purchase of two (2) two medium pizzas (one with  
24 mushroom and black olives, and the other with chicken and bacon) and an order of  
25 Sweet BBQ Bacon Chicken from TAPIA’s operated store located at Store  
26 #7845 located at 14712 Whittier Blvd Whittier, CA 90605 under DOMINO’S and  
27 TAPIA’s Domino’s Mix & Match Deal. Mr. Traer was charged more than \$5.<sup>99</sup> for  
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1 one or more of the items that should have cost him \$5<sup>99</sup> each under the terms of the  
2 Mix & Match Deal.

3 28. DOMINO’S and/or TAPIA provide no disclaimer of extra charges or  
4 extra costs applicable to any of the items purchased in marketing the Mix & Match  
5 Deal.

6 29. Mr. Traer has never made purchase of DOMINOS online nor Mr. Traer  
7 ever used the DOMINO’S application to make any purchases of DOMINO’S.

8 30. Mr. Traer saw, heard and read the terms of the Mix & Match Deal on a  
9 television advertisement and/or public advertisement prior to purchasing the 2 topping  
10 medium pizzas and Sweet BBQ Bacon Chicken on March 20, 2021. Mr. Traer  
11 purchased these products as a result of the advertising that he saw on television and/or  
12 in public “MIX & MATCH DEAL” and “CHOOSE ANY 2 OR MORE \$5<sup>99</sup> each”  
13 associated with the food items shown in the advertisement financed from the National  
14 Advertising Fund and run by DOMINO’S and its related entities. These advertising  
15 identified by Mr. Traer along with all products sold in connection with the advertising  
16 implemented by DOMINO’S for all Domino’s in California, that contain the  
17 advertising display “MIX & MATCH DEAL” “CHOOSE ANY 2 OR MORE \$5<sup>99</sup>  
18 each” are hereinafter referred to as the “Mix & Match Deal.”

19 31. Mr. Traer would purchase the Products again in the future if Defendants’  
20 actual price of Products conformed to its representations, warranties, and statements.

21 32. Defendant Domino’s Pizza, LLC is a Delaware limited liability company  
22 that has its principal place of business at 30 Frank Lloyd Wright Dr., Ann Arbor,  
23 Michigan.

24 33. Defendant, Domino’s Pizza, Inc. is a Delaware Corporation that has its  
25 principal place of business at 30 Frank Lloyd Wright Dr., Ann Arbor, Michigan.

26 34. Defendants Domino’s Pizza, LLC, Domino’s Pizza, Inc., and DOES 1  
27 through 10, inclusive are collectively referred to as “DOMINO’S”)

1           35. Defendant Fernando Tapia doing business as Domino’s Pizza, Salmex  
2 Pizza, Inc, Salmar Pizza, Inc, JP Pizza, Inc, and Gafe Pizza Inc. (hereinafter “TAPIA”)  
3 are California Corporations that have principal places of business at 7807 Telegraph  
4 Rd., STE K Montebello, CA, 90640 and 14712 Whittier BLVD Whittier, CA 90605

5           36. Defendants DOMINO’S and TAPIA and DOES 1 through 10, inclusive  
6 are collectively referred to as “Defendants”)

7           37. Defendants advertise and market the Mix and Match deal in retail stores  
8 across the United States, including California. Defendants knew or should have known  
9 that they were overcharging consumers that made purchases under the Mix and Match  
10 deal. Defendants’ representations, warranties, and statements regarding the Mix and  
11 Match deal are false and misleading to a reasonable consumer, because Defendants  
12 charge more than the advertised pricing of \$5.99 per item under the Mix and Match  
13 deal.

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

15           38. Discounts, sales promotions, and other techniques are instruments that  
16 seek to increase sales of products and brands. There are several factors working  
17 through an offered discount which causes consumers to make purchases, including,  
18 but not limited to, attractiveness of the discount promotion, impulsiveness, hedonic  
19 perception, and financial risk perception which all drive the consumer’s purchasing  
20 intent<sup>3</sup>.

21           39. Over the past three decades, consumers have become increasingly  
22 interested in obtaining discounts while purchasing goods or products. In 1887, Coca-  
23 Cola distributed the first-ever coupon, which served to shape the future of commerce  
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25 <sup>3</sup> Campbell, L., & Diamond, W.D. (1990). Framing and sales promotion: The  
26 characteristics of a “Good Deal.” *Journal of Consumer Marketing*, 7(4), 25-31; Bruner,  
27 G.C. II & Hensel, P.J. (1998) *Marketing scales handbook*; A compilation of multi-  
28 items measures, Chicago: American Marketing Association; An analysis of the  
influence of discount sales promotion in consume buying intent and the moderating  
effects of attractiveness.

1 and consumers have never looked back. RetailMeNot, Inc., the world’s largest digital  
2 coupon marketplace indicated that consumer demand for discounts or coupons will  
3 continue to increase.

4 40. Consumers surveyed in the U.S. and India (76%) rank the highest among  
5 shoppers who believe saving is important and more than half (53%) of U.S. residents  
6 favor brands that issue coupons online or in-store because they help them buy the  
7 things they want or need.<sup>4</sup>

8 41. Discounts and savings have become so popular that it has impacted the  
9 restaurant and food industry. 41% of Pizza customers use a coupon at least once a  
10 week and 64% would switch to try a new pizza business if a discount or saving was  
11 offered. Domino’s has always been aware that its Mix & Match deal would create  
12 additional demand from its customers.

13 42. The Mix & Match deal includes broad categories of food such as pizza,  
14 salads, cookies, chicken, sandwiches, breads and/or pasta.

15 43. The Mix and Match deal applies to the following products: Pizza Style:  
16 Hand Tossed; Crunchy Thin Crust; Handmade Pan Sauce: Robust Inspired Tomato  
17 Sauce; Hearty Marinara Sauce; Honey BBQ Sauce; Garlic Parmesan Sauce; Alfredo  
18 Sauce; Ranch; Toppings: Meats: Ham; Beef; Salami; Pepperoni; Italian Sausage;  
19 Premium Chicken; Bacon; Philly Steak; Non-Meats: Hot Buffalo Sauce; Garlic;  
20 Jalapeno Peppers; Diced Tomatoes; Black Olives; Mushrooms; Pineapple; Shredded  
21 Provolone Cheese; Cheddar Cheese; Green Peppers; Spinach; Roasted Red Peppers;  
22 Feta Cheese; Shredded Parmesan Asiago; Parmesan Bread Twists; Garlic Bread  
23 Twists; Cinnamon Bread Twists; Stuffed Cheesy Bread with Bacon & Jalapeno;  
24 Stuffed Cheesy Bread with Spinach & Feta; Stuffed Cheesy Bread; Classic Garden;  
25 Chicken Caesar; Marbled Cookie Brownie; Domino’s Signature Marble Cookie  
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27 <sup>4</sup> [https://retailmenot.mediaroom.com/2013-08-21-A-Coupon-Nation-Americans-  
28 Proudly-Use-Coupons-More-Than-Shoppers-in-Great-Britain-India-and-China-Among-Others](https://retailmenot.mediaroom.com/2013-08-21-A-Coupon-Nation-Americans-Proudly-Use-Coupons-More-Than-Shoppers-in-Great-Britain-India-and-China-Among-Others)

1 Brownie; Boneless Chicken; Specialty Chicken: Crispy Bacon & Tomato; Sweet BBQ  
2 Bacon; and Spicy Jalapeno – Pineapple.

3 44. On information and belief, Defendants’ advertisements regarding the Mix  
4 and Match deal, as herein stated, occurred at all times during the last four years, at  
5 least.

6 45. Based on the language that appears on the advertisements, Plaintiffs and  
7 Class Members believed the price of the first product to be \$5.99, the second to be  
8 \$5.99, with the ability to make additional purchases for \$5.99 from the designated list  
9 of the Mix and Match deal.

10 46. The phrases “MIX & MATCH DEAL,” and “CHOOSE ANY 2 OR  
11 MORE,” “MEDIUM 2-TOPPING PIZZA,” “BREAD TWISTS,” “SALAD,”  
12 “MARBLED COOKIE BROWNIE,” “SPECIALTY CHICKEN,” “OVEN BAKED  
13 SANDWICH,” “STUFFED CHEESY BREAD,” “8-PIECE BONELESS  
14 CHICKEN,” “OR PASTA IN A DISH FOR \$5.99 EACH”, \$5.99,” “ORDER NOW,”  
15 coupled with all any identical or substantially similar language are representations to  
16 a reasonable consumer. The phrases are misleading to a reasonable consumer because  
17 Defendant’s charge consumers more than advertised \$5.99 for each product under the  
18 Mix and Match Deal.

19 47. The package design plays a crucial role in consumer purchase decisions.  
20 Consumers take on average seven seconds to decide whether to buy a product.  
21 Effective product packaging therefore must quickly make an emotional and  
22 psychological impression on the consumer in the very small window of time that the  
23 consumer makes his or her purchase decision. Against that backdrop, consumer  
24 impressions of whether a product is at a discount are commonly based on so-called  
25 “cues” of bargains, discounts, and coupons. One common technique marketers use to  
26 signal that a product is at a discount is to emphasize the “deal” the consumer will  
27 receive. Conversely, another common technique is to emphasize the amount to be  
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1 paid as a result of the purported discount to the consumers. Such cues are commonly  
2 reinforced with imagery and images as described herein above paragraphs 8-10.

3 48. Defendants knew that consumers would rely on Defendants' advertising  
4 without verifying on the receipt if the discount was applied to the Mix and Match deal.

5 **CLASS ALLEGATIONS**

6 49. Plaintiff Traer seek to represent a class defined as: "All persons in the  
7 United States who purchased the Products through Defendants' "Mix and Match" deal  
8 and are not subject to an arbitration agreement, at any time during the class period"  
9 (the "Class"). Excluded from the Class are Defendants, their affiliates, employees,  
10 officers and directors, persons or entities that purchased the Products for resale, and  
11 the Judge(s) assigned to this case. Plaintiff reserves the right to amend the above class  
12 definition as appropriate after further investigation and discovery, including by  
13 seeking to certify a narrower multi-state class (or classes) in lieu of a nationwide class  
14 if appropriate.

15 50. Plaintiff Traer seek to represent a Subclass of: "All persons in California  
16 who purchased the Products through Defendants' "Mix and Match" deal and are not  
17 subject to an arbitration agreement, at any time during the class period (the "California  
18 Subclass"). Excluded from the California Subclass are Defendants, their affiliates,  
19 employees, officers and directors, persons or entities that purchased the Products for  
20 resale, and the Judge(s) assigned to this case.

21 51. There is a well-defined community of interest in the questions of law and  
22 fact involved in this case. Questions of law and fact common to the members of the  
23 putative classes that predominate over questions that may affect individual Class  
24 members include, but are not limited to the following:

- 25 a. whether Defendants misrepresented material facts concerning  
26 their Mix and Match advertising;
- 27 b. whether Defendants' conduct was unfair and/or deceptive;
- 28

1 c. whether Defendants has been unjustly enriched as a result of the  
2 unlawful, fraudulent, and unfair conduct alleged in this complaint such that it would  
3 be inequitable for Defendants to retain the benefits conferred upon them by Plaintiff  
4 and the classes;

5 d. whether Defendants breached express warranties to Plaintiff and  
6 the classes;

7 e. whether Plaintiff and the classes have sustained damages with  
8 respect to the common-law claims asserted, and if so, the proper measure of their  
9 damages.

10 52. Plaintiff's claims are typical of those of other class members because  
11 Plaintiff, like all members of the classes, purchased Defendants' Products bearing the  
12 Mix and Match representations and Plaintiff sustained damages from Defendants'  
13 wrongful conduct.

14 53. Plaintiff will fairly and adequately protect the interests of the classes and  
15 have retained counsel that is experienced in litigating complex class actions. Plaintiff  
16 has no interests which conflict with those of the classes.

17 54. A class action is superior to other available methods for the fair and  
18 efficient adjudication of this controversy.

19 55. The prerequisites to maintaining a class action for equitable relief are met  
20 as Defendants have acted or refused to act on grounds generally applicable to the  
21 classes, thereby making appropriate equitable relief with respect to the classes as a  
22 whole.

23 56. The prosecution of separate actions by members of the classes would  
24 create a risk of establishing inconsistent rulings and/or incompatible standards of  
25 conduct for Defendants. For example, one court might enjoin Defendants from  
26 performing the challenged acts, whereas another might not. Additionally, individual  
27



1 actions could be dispositive of the interests of the classes even where certain Class  
2 members are not parties to such actions.

3 **COUNT I**

4 **Violation Of California’s Consumers Legal Remedies Act (“CLRA”),**  
5 **California Civil Code §§ 1750, *et seq.***  
6 ***(For Damages and Injunctive Relief)***

7 57. Plaintiff Traer hereby incorporates by reference the allegations contained  
8 in all preceding paragraphs of this complaint.

9 58. Plaintiff Traer brings this claim individually and on behalf of the  
10 members of the proposed California Subclass against Defendants.

11 59. This cause of action is brought pursuant to California’s Consumers Legal  
12 Remedies Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”).

13 60. Plaintiff Traer and the other members of the California Subclass are  
14 “consumers,” as the term is defined by California Civil Code § 1761(d), because they  
15 bought the Products for personal, family, or household purposes.

16 61. Plaintiff Traer, the other members of the California Subclass, and  
17 Defendants have engaged in “transactions,” as that term is defined by California Civil  
18 Code § 1761(e).

19 62. The conduct alleged in this complaint constitutes unfair methods of  
20 competition and unfair and deceptive acts and practices for the purpose of the CLRA,  
21 and the conduct was undertaken by Defendants in transactions intended to result in,  
22 and which did result in, the sale of goods to consumers.

23 63. As alleged more fully above, Defendant has violated the CLRA by falsely  
24 representing to Plaintiff Traer and the other members of the California Subclass that  
25 the Products would be sold at a certain price point i.e., \$5.99 per item when in fact  
26 Defendants charge a price that is higher than the advertised price. In other words,  
27 Defendants sell the Products for prices that do not conform to their representations,  
28 warranties, and statements.



1 to consumers, offends public policy, and is immoral, unethical, oppressive, and  
2 unscrupulous, as the gravity of the conduct outweighs any alleged benefits.

3 73. Defendants violated the “fraudulent” prong of the UCL by  
4 misrepresenting that the Products would be sold at the advertised price of \$5.99 per  
5 product, however Defendants actually sold the Products to Plaintiff and California  
6 Subclass for a higher price.

7 74. Plaintiff Traer and the California Subclass lost money or property as a  
8 result of Defendants’ UCL violations because: because: (a) they would not have  
9 purchased the Products on the same terms if they knew Defendants would not conform  
10 their pricing to their representations, (b) they paid more than the advertised price based  
11 on Defendants’ misrepresentations; and (c) the price of the Products or the value of  
12 the Products do not have the characteristics, uses, or benefits as promised.

13 75. The acts and practices alleged herein are unfair, fraudulent and unlawful  
14 because they are likely to both deceive consumers and cause consumers to falsely  
15 believe that Defendants are offering value, discounts or bargains at the prevailing  
16 market value or worth of the Products sold that do not, in fact, exist. As a result,  
17 consumers, including Plaintiff, have reasonably perceived that they are receiving price  
18 reductions on purchases of Products from Defendants. This perception has induced  
19 reasonable consumers, including Plaintiff, to buy such products from Defendants and  
20 to refrain from shopping for the same or similar products from competitors of  
21 Defendants. Plaintiffs and the other members of the California Subclass relied on  
22 Defendants’ advertising to make purchases of products within the class period.  
23 Plaintiff and the other members of the California Subclass purchased products and lost  
24 money from the purchase of these products, as a result of Defendants’ false advertising  
25 because the Mix & Match Deal is not accurately represented to consumers. As detailed  
26 in herein, the alleged conduct is unlawful unfair and fraudulent by advertising goods  
27 for sale based on purported discounts and savings that do not exist.



1 concerning ... personal property or services, professional or otherwise, or performance  
2 or disposition thereof, which is untrue or misleading and which is known, or which by  
3 the exercise of reasonable care should be known, to be untrue or misleading.”

4 81. Defendants committed acts of false advertising, as defined by §§17500,  
5 *et seq.*, by misrepresenting that the Products would be sold for the advertised price of  
6 \$5.99 under the Mix and Match deal.

7 82. Defendants knew or should have known through the exercise of  
8 reasonable care that their representations about the price of Products were untrue and  
9 misleading.

10 83. Defendants’ actions in violation of §§ 17500, *et seq.* were false and  
11 misleading such that the general public is and was likely to be deceived. Plaintiff  
12 Traer and the California Subclass lost money or property as a result of Defendants’  
13 FAL violations because: (a) they would not have purchased the Products on the same  
14 terms if they knew that the price of the Products were greater than the advertised price,  
15 (b) they paid more money than Defendants’ advertised price based on Defendants’  
16 misrepresentations; and (c) the Products do not have the characteristics, uses, or  
17 benefits as promised.

18 84. The misleading and false advertising described herein presents a  
19 continuing threat to Plaintiff and the other members of the California Subclass in that  
20 Defendants persist and continue to engage in these practices and will not cease doing  
21 so unless and until forced to do so by this Court. Defendants’ conduct will continue  
22 to cause irreparable injury to consumer unless enjoined or restrained. Plaintiff and the  
23 other members of the California Subclass are entitled to preliminary and permanent  
24 injunctive relief ordering Defendants to cease their false advertising, as well as  
25 disgorgement and restitution to Plaintiff and the other members of the California  
26 Subclass of Defendants’ revenues associated with their false advertising, or such  
27 portion of those revenues as the Court may find equitable.

1 **COUNT IV**

2 **Breach of Express Warranty**

3 85. Plaintiff Traer hereby incorporates by reference the allegations  
4 contained in all preceding paragraphs of this complaint.

5 86. Plaintiff Traer brings this claim individually and on behalf of the  
6 proposed Class and California Subclass against Defendants.

7 87. Defendants, as the designer, manufacturer, marketer, distributor, and/or  
8 seller, expressly warranted that the advertised price of the Products was accurate.

9 88. Defendants' express warranties, and its affirmations of fact and promises  
10 made to Plaintiff and the Class regarding the price of the Products, became part of the  
11 basis of the bargain between Defendants and Plaintiff and the Class, thereby creating  
12 an express warranty that the price of the Products would conform to those affirmations  
13 of fact, representations, promises, and descriptions.

14 89. The price of the Products does not conform to the express warranty  
15 because Defendants charged Plaintiffs and similarly situated Class Members more  
16 than the advertised price.

17 90. As a direct and proximate cause of Defendants' breach of express  
18 warranty, Plaintiffs and Class Members have been injured and harmed because: (a)  
19 they would not have purchased the Products on the same terms if they knew the truth  
20 about the price; (b) they paid a substantial price premium based on Defendants'  
21 express warranties; and (c) the price of the Products do not have the characteristics,  
22 uses, or benefits as promised.

23 91. On June 4, 2021 Plaintiff Traer mailed letters to Defendants consistent  
24 with Cal. Com. Code § 2607(3)(a) and U.C.C. 2-607(3)(A), and Defendants received  
25 those letters. The letters were sent on behalf of Traer and all other persons similarly  
26 situated.

27 **COUNT V**

28 **Unjust Enrichment**



1 under the terms of the Mix and Match deal. Defendants made that misrepresentation  
2 to Plaintiff and Class Members knowing it was false.

3 100. Defendants' misrepresentations, upon which Plaintiff and Class Members  
4 reasonably and justifiably relied, were intended to induce and actually induced  
5 Plaintiffs and Class Members to purchase the Products.

6 101. Defendants' fraudulent actions harmed Plaintiff and Class Members, who  
7 are entitled to damages and other legal and equitable relief as a result.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff demands judgment on behalf of herself and members  
10 of the Class and California Subclass as follows:

- 11 A. For an order certifying the nationwide Class and California Subclass  
12 under Rule 23 of the Federal Rules of Civil Procedure; naming Plaintiff  
13 as Class and Subclass representative; and naming Plaintiff's attorneys as  
14 Class Counsel representing the Class and Subclass members;
- 15 B. For an order finding in favor of Plaintiff, the nationwide Class, the  
16 California Subclass, on all counts asserted herein;
- 17 C. For an order awarding statutory, compensatory, treble, and punitive  
18 damages in amounts to be determined by the Court and/or jury;
- 19 D. For injunctive relief enjoining the illegal acts detailed herein;
- 20 E. For prejudgment interest on all amounts awarded;
- 21 F. For an order of restitution and all other forms of equitable monetary  
22 relief;
- 23 G. For an order awarding Plaintiff his reasonable attorneys' fees and  
24 expenses and costs of suit.

25 **JURY TRIAL DEMANDED**

26 Plaintiff demands a trial by jury on all claims so triable.  
27  
28



1 Dated: July 30, 2021

Respectfully submitted,

2 **RIGHETTI GLUGOSKI, P.C.**

3 By:           /s/ John Glugoski  
4 John Glugoski

5 John Glugoski, Esq. (SBN 191551)  
6 jglugoski@righettilaw.com  
7 220 Halleck, Suite 220  
8 San Francisco, CA 94129  
9 Telephone: (415) 983-0900  
10 Facsimile: (415) 397-9005  
11 jglugoski@righettilaw.com

12 **NATHAN & ASSOCIATES, APC**

13 By:           /s/ Reuben D. Nathan  
14 Reuben D. Nathan

15 Reuben D. Nathan (State Bar No. 208436)  
16 2901 W. Coast Hwy., Suite 200  
17 Newport Beach, California 92660  
18 Telephone: (949) 270-2798  
19 Facsimile: (949) 209-0303  
20 rnathan@nathanlawpractice.com

21 *Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**I. (a) PLAINTIFFS** ( Check box if you are representing yourself  )

RONALD TRAER, on behalf of himself and all similarly situated persons,

**DEFENDANTS** ( Check box if you are representing yourself  )

DOMINO'S PIZZA LLC; DOMINO'S PIZZA, INC., FERNANDO TAPIA DBA DOMINO'S PIZZA, SALMEX PIZZA INC., SALMAR PIZZA INC, JP PIZZA, INC and GAFFE PIZZA INC. and DOES 1 through 25 inclusive,

(b) County of Residence of First Listed Plaintiff Los Angeles

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Washtenaw County

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Righetti Glugoski, P.C.  
220 Halleck Street, Suite 220  
San Francisco, CA 94129  
Tel: (415) 983-0900

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

1. U.S. Government Plaintiff  
 2. U.S. Government Defendant  
 3. Federal Question (U.S. Government Not a Party)  
 4. Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**-For Diversity Cases Only

(Place an X in one box for plaintiff and one for defendant)

- |   |   |   |   |                                |                                |
|---|---|---|---|--------------------------------|--------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> PTF 1 | <input type="checkbox"/> DEF 1            | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> PTF 4 | <input type="checkbox"/> DEF 4 |
| Citizen of Another State                | <input type="checkbox"/> PTF 2            | <input checked="" type="checkbox"/> DEF 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> PTF 5 | <input type="checkbox"/> DEF 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> PTF 3            | <input type="checkbox"/> DEF 3            | Foreign Nation  | <input type="checkbox"/> PTF 6 | <input type="checkbox"/> DEF 6 |

**IV. ORIGIN** (Place an X in one box only.)

1. Original Proceeding  
 2. Removed from State Court  
 3. Remanded from Appellate Court  
 4. Reinstated or Reopened  
 5. Transferred from Another District (Specify)  
 6. Multidistrict Litigation - Transfer  
 8. Multidistrict Litigation - Direct File

**V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes  No (Check "Yes" only if demanded in complaint.)

**CLASS ACTION under F.R.Cv.P. 23:**  Yes  No **MONEY DEMANDED IN COMPLAINT:** \$ 5,000,001

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Cal. Civ. Code §§ 1750, et seq.; Cal. Bus. & Prof. Code §§ 17200, et seq.; Cal. Bus.& Prof. Code §§ 17500, et seq.; Breach of Express Warranty; Unjust Enrichment; Fraud

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<b>Habeas Corpus:</b>	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b>	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	<b>TORTS PERSONAL INJURY</b>	<input checked="" type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<b>Other:</b>	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 460 Deportation	152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<b>BANKRUPTCY</b>	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 480 Consumer Credit	160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 485 Telephone Consumer Protection Act	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<b>CIVIL RIGHTS</b>	<b>FORFEITURE/PENALTY</b>	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 890 Other Statutory Actions	<b>REAL PROPERTY</b>	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<b>LABOR</b>	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 444 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<b>QUESTION A: Was this case removed from state court?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:	INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	Eastern

<b>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," skip to Question C. If "yes," answer Question B.1, at right.	<b>B.1.</b> Do 50% or more of the defendants who reside in the district reside in Orange Co?  <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Continue to Question B.2.
	<b>B.2.</b> Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)  <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

<b>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," skip to Question D. If "yes," answer Question C.1, at right.	<b>C.1.</b> Do 50% or more of the plaintiffs who reside in the district reside in Orange Co?  <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Continue to Question C.2.
	<b>C.2.</b> Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)  <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.  <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

<b>QUESTION D: Location of plaintiffs and defendants?</b>  Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)  Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<b>A.</b> Orange County	<b>B.</b> Riverside or San Bernardino County	<b>C.</b> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>D.1. Is there at least one answer in Column A?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "yes," your case will initially be assigned to the SOUTHERN DIVISION.  Enter "Southern" in response to Question E, below, and continue from there.  If "no," go to question D2 to the right. →	<b>D.2. Is there at least one answer in Column B?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "yes," your case will initially be assigned to the EASTERN DIVISION.  Enter "Eastern" in response to Question E, below.  If "no," your case will be assigned to the WESTERN DIVISION.  Enter "Western" in response to Question E, below. ↓
---	---

<b>QUESTION E: Initial Division?</b>	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	WESTERN

**QUESTION F: Northern Counties?**  
 Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties?  Yes  No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?  NO  YES

If yes, list case number(s): \_\_\_\_\_

**IX(b). RELATED CASES:** Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

NO  YES

If yes, list case number(s): 2:20-cv-10739-MWF-SK

**Civil cases** are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

**A civil forfeiture case and a criminal case** are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

**X. SIGNATURE OF ATTORNEY**

**(OR SELF-REPRESENTED LITIGANT):** John Glugoski

DATE: July 30, 2021

**Notice to Counsel/Parties:** The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

RONALD TRAER, on behalf of himself and all
similarly situated persons,

Plaintiff(s)

v.

DOMINO'S PIZZA LLC; DOMINO'S PIZZA, INC.,
FERNANDO TAPIA DBA DOMINO'S PIZZA,
SALMEX PIZZA INC., SALMAR PIZZA INC, JP
PIZZA, INC (See attachment #1)

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DOMINO'S PIZZA LLC
30 FRANK LLOYD WRIGHT DR
ANN ARBOR MI 48106

(See attachment #2)

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

1 **RIGHETTI GLUGOSKI, P.C.**  
 2 John Glugoski, Esq. (SBN 191551)  
 3 220 Halleck Street, Suite 220  
 4 San Francisco, CA 94129  
 5 Telephone: (415) 983-0900  
 6 Facsimile: (415) 397-9005  
 7 [jglugoski@righettilaw.com](mailto:jglugoski@righettilaw.com)

8 **NATHAN & ASSOCIATES, APC**  
 9 Reuben D. Nathan (State Bar No. 208436)  
 10 2901 W. Coast Hwy., Suite 200  
 11 Newport Beach, California 92663  
 12 Telephone; (949)270-2798  
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 14 E-Mail: [rnathan@nathanlawpractice.com](mailto:rnathan@nathanlawpractice.com)

15 Attorneys for Plaintiff, RONALD TRAER

16 **UNITED STATES DISTRICT COURT**  
 17 **CENTRAL DISTRICT OF CALIFORNIA**

18 RONALD TRAER, on behalf of himself  
and all similarly situated persons,

19 Plaintiff,

20 vs.

21 DOMINO’S PIZZA LLC;  
 22 DOMINO’S PIZZA, INC.,  
 23 FERNANDO TAPIA DBA DOMINO’S  
 24 PIZZA, SALMEX PIZZA INC.,  
 25 SALMAR PIZZA INC, JP PIZZA, INC  
 26 and GAFE PIZZA INC. and DOES 1  
 27 through 25 inclusive,

28 Defendants

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RONALD TRAER V. DOMINO'S PIZZA, LLC, et al.

ATTACHMENT #2 TO SUMMONS

**DEFENDANTS TO BE SERVED:**

DOMINO'S PIZZA LLC  
30 FRANK LLOYD WRIGHT DR  
ANN ARBOR MI 48106

DOMINO'S PIZZA, INC.  
30 FRANK LLOYD WRIGHT DR, PO 485  
ANN ARBOR MI 48105

FERNANDO TAPIA DBA DOMINO'S PIZZA  
14712 WHITTIER BLVD  
WHITTIER, CA 90605

SALMEX PIZZA INC.  
7807 TELEGRAPH RD, STE K  
MONTEBELLO, CA 90640

SALMAR PIZZA INC  
7807 TELEGRAPH RD, STE K&L  
MONTEBELLO, CA 90640

JP PIZZA, INC  
7807 TELEGRAPH RD, STE K  
MONTEBELLO, CA 90640

GAFE PIZZA INC.  
7807 TELEGRAPH RD, STE K  
MONTEBELLO, CA 90640



NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)  
 OR OF PARTY APPEARING IN PRO PER  
 RIGHETTI GLUGOSKI, P.C.  
 John Glugoski, Esq. (SBN 191551)  
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ATTORNEY(S) FOR: Plaintiff, RONALD D. TRAER

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

RONALD D. TRAER, on behalf of himself and all  
 similarly situated persons,  
 Plaintiff(s),  
 v.  
 DOMINO'S PIZZA LLC; DOMINO'S PIZZA,  
 INC., and DOES 1 through 25 inclusive,  
 Defendant(s)

CASE NUMBER:

**CERTIFICATION AND NOTICE  
 OF INTERESTED PARTIES  
 (Local Rule 7.1-1)**

TO: THE COURT AND ALL PARTIES OF RECORD:

The undersigned, counsel of record for Plaintiff, RONALD D. TRAER  
 or party appearing in pro per, certifies that the following listed party (or parties) may have a pecuniary interest in  
 the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification  
 or recusal.

(List the names of all such parties and identify their connection and interest. Use additional sheet if necessary.)

PARTY	CONNECTION / INTEREST
RONALD D. TRAER	Plaintiff
DOMINO'S PIZZA LLC	Defendant
DOMINO'S PIZZA, INC.	Defendant
FERNANDO TAPIA DBA DOMINO'S PIZZA	Defendant
SALMEX PIZZA INC	Defendant
JP PIZZA, INC	Defendant
GAFE PIZZA INC.	Defendant

July 30, 2021  
 Date

/s/ John Glugoski  
 Signature

Attorney of record for (or name of party appearing in pro per):

Plaintiff RONALD D. TRAER

**RIGHETTI GLUGOSKI, P.C.**

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**NATHAN & ASSOCIATES, APC**

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Attorneys for Plaintiff, RONALD TRAER

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

RONALD TRAER, on behalf of himself  
and all similarly situated persons,

Plaintiff,

vs.

DOMINO'S PIZZA LLC;  
DOMINO'S PIZZA, INC.,  
FERNANDO TAPIA DBA DOMINO'S  
PIZZA, SALMEX PIZZA INC.,  
SALMAR PIZZA INC, JP PIZZA, INC  
and GAFE PIZZA INC. and DOES 1  
through 25 inclusive,

Defendants.

Case No.

**DECLARATION OF PLAINTIFF  
RONALD TRAER RE: VENUE  
PURSUANT TO CAL. CIV. CODE  
§ 1780(d)**

**JURY TRIAL DEMANDED**



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Domino's Charges More Than Advertised for 'Mix & Match' Deal](#)

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