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6 Attorneys for Defendant
JUSTFOODFORDOGS, LLC
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 LAURA VASQUEZ, on behalf of
herself and all other similarly situated,

12 Plaintiff,

13 vs.

14 JUSTFOODFORDOGS, LLC, a
15 California limited liability company, and
DOES 1 through 10, inclusive,

16 Defendants.
17

Case No.

**DEFENDANT
JUSTFOODFORDOGS, LLC'S
NOTICE OF REMOVAL TO
FEDERAL COURT PURSUANT TO
28 U.S.C. §§ 1441(a) AND 1331**

**[FEDERAL QUESTION
JURISDICTION]**

(Los Angeles Superior Court Case
No. BC689098)

18
19 TO THE CLERK OF THE ABOVE-ENTITLED COURT, AND TO
20 PLAINTIFF LAURA VASQUEZ AND HER ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that Defendant JustFoodForDogs, LLC
22 (“Defendant”) hereby removes the above-captioned action from the Superior Court of
23 the State of California, County of Los Angeles, to the United States District Court for
24 the Central District of California, Western Division. This removal is based on federal
25 question, pursuant to 28 U.S.C. §§ 1331, 1441(a) and 1446.

26 As required by 28 U.S.C. § 1446(d), Defendant will file in Superior Court and
27 serve upon Plaintiff Laura Vasquez (“Plaintiff”) and her counsel of record a Notice to
28 State Court and Adverse Party of Removal of Civil Action to Federal Court (with

1 these removal papers attached).

2 In support of this Notice of Removal, Defendant states the following:

3 **I. PROCEDURAL HISTORY**

4 1. On January 9, 2018, Plaintiff filed a civil putative class action in the
5 Superior Court of the State of California, County of Los Angeles, captioned Laura
6 Vasquez, on behalf of herself and all others similarly situated, Plaintiff, v.
7 JustFoodForDogs, LLC, a California limited liability company, and DOES 1 through
8 10, inclusive, Defendants, Case No. BC689098 in the Superior Court of the State of
9 California, County of Orange (the “State Court Action”). A true and correct copy of
10 the Complaint is attached as Exhibit A (“Complaint”).

11 2. The State Court issued Summons in the State Court Action on
12 January 9, 2018. A true and correct copy of the Summons is attached as Exhibit B
13 (“Summons”).

14 3. Pursuant to California Code of Procedure Section 415.30(c), service of
15 the Summons was deemed complete on February 2, 2018. This is the date counsel
16 for Defendant (Mark J. Austin) signed the Notice of Acknowledgement of Receipt—
17 Civil. A true and correct copy of the Notice of Acknowledgement of Receipt—Civil
18 is attached as Exhibit C (“Acknowledgement”).

19 4. Defendants DOES 1 through 10 are unnamed and unknown, and,
20 therefore, have not been served with Plaintiff’s Complaint.

21 5. To the best of Defendant’s knowledge, no other proceedings related
22 hereto have been heard in the Los Angeles County Superior Court.

23 6. The documents attached as Exhibits A through C constitute all process,
24 pleadings, orders, and other documents served upon the Defendant in this action. See
25 28 U.S.C. § 1446(a). (Based on the State Court’s docket in the State Court Action,
26 there appear to be additional orders and documents that have not been served on
27 Defendant.)

28 \ \ \

1 **II. STATEMENT OF JURISDICTION**

2 7. The basis for removal is that this Court has original jurisdiction of this
3 action under 28 U.S.C. § 1331 and is one which may be removed to this Court by
4 Defendant pursuant to 28 U.S.C. § 1441(a).

5 8. Plaintiff’s Complaint contains a single cause of action that “aris[es]
6 under the Constitution, laws, or treaties of the United States” (28 U.S.C. § 1331)—
7 namely, the Fair and Accurate Credit Transaction Act, 15 U.S.C. § 1581c(g)
8 (“FACTA”). Plaintiff alleges that Defendant printed a credit-card expiration date on
9 a receipt that she received in June of 2017. (Ex. A, Complaint, ¶ 14.) She seeks to
10 represent a class of “[a]ll person in the United States to whom, since the date two
11 years preceding the filing of this Action, Defendant provided an electronically printed
12 hardcopy receipt at the point of sale or transaction on which was printed the expiration
13 date of the person’s credit or debit card.” (Ex. A, Complaint, ¶ 15.)

14 9. Plaintiff has not asserted any State law claims.

15 **III. TIMELINESS OF REMOVAL**

16 10. Pursuant to California Code of Procedure Section 415.30(c), service of
17 the Summons was deemed complete on February 2, 2018. In accordance with
18 28 U.S.C. § 1446(b), Defendant filed this removal action within 30 days of
19 February 2nd. The removal is, therefore, timely. Madren v. Belden, Inc., No. 12-CV-
20 01706-RMW, 2012 WL 2572040, at *2 (N.D. Cal. July 2, 2012), citing Murphy Bros.,
21 Inc. v. Mitchetti Pipe Stringing, Inc., 526 U.S. 344, 347–48, 354 (1999) (“Formal
22 service of process, measured from the service date according to state law, is a
23 prerequisite for triggering the 30–day removal period because it ‘assures defendants
24 adequate time to decide whether to remove an action to federal court.’”).

25 **IV. VENUE**

26 11. Plaintiff originally filed this action in the Superior Court of California,
27 for the County of Los Angeles. Venue is thus proper in this district, pursuant to
28 28 U.S.C. § 1441(a), because it encompasses the county in which this action is

To: 18187038984

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Page 2 of 6

9-Jan-2018 16:42 Gaines Law Firm

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p.9

FILED
Superior Court of California
County of Los Angeles

JAN 09 2018

Sherril R. Carter, Executive Officer/Clerk

By Jenny D. Truong Deputy

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6 Calabasas, California 91301
Telephone: (818) 703-8985
7 Facsimile: (818) 703-8984

8 Attorneys for Plaintiff Laura Vasquez, on behalf of herself and others similarly situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 LAURA VASQUEZ, on behalf of herself and
13 all others similarly situated,

14 Plaintiff,

15 v.

16 JUSTFOODFORDOGS, LLC, a California
17 limited liability company, and DOES 1
through 10, inclusive.

18 Defendants.

Case No.:

BC689098

CLASS ACTION

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

19
20 Plaintiff LAURA VASQUEZ ("Plaintiff"), on behalf of herself and all others similarly
21 situated (the "Class" or "Plaintiff Class"), and on behalf of the general public, complains of
22 Defendants, and each of them, as follows:

23 **INTRODUCTION**

24 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
25 Plaintiff and other individuals who used credit or debit cards to make purchases from one or
26 more establishments owned and/or operated by Defendant JUSTFOODFORDOGS, LLC, a
27 California limited liability company, and/or any subsidiaries or affiliated companies (hereinafter
28 referred to as "Defendants").

1 electronically printed hardcopy receipt at the point of sale or
2 transaction on which was printed the expiration date of the person's
3 credit or debit card.

4 **Numerosity**

5 16. The Class is so numerous that joinder of all individual members in one action
6 would be impracticable. The disposition of the individual claims of the respective class members
7 through this class action will benefit both the parties and this Court.

8 17. Plaintiff is informed and believes, and thereon alleges, that there are, at minimum,
9 1,000 Class members.

10 18. The exact size of the Class and the identities of the individual members thereof are
11 ascertainable through Defendants' records, including, but not limited to, Defendants' sales and
12 transaction records.

13 **Typicality**

14 19. Plaintiff's claims are typical of the claims of the Class. The claims of the Plaintiff
15 and the Class are based on the same legal theories and arise from the same unlawful conduct.

16 20. Plaintiff and Class members were customers of Defendants, having made a
17 purchase from, or transacted business with, Defendants using a credit card and/or debit card. At
18 the point of such sale or transaction with Plaintiff and Class members, Defendants provided to
19 Plaintiff and Class members a receipt which violated 15 U.S.C. § 1681c(g).

20 **Common Questions of Fact and Law**

21 21. There is a well-defined community of interest and common questions of fact and
22 law affecting members of the Class.

23 22. The questions of fact and law common to the Class predominate over questions
24 which may affect individual members and includes the following:

- 25 a. Whether Defendants' conduct of providing Plaintiff and Class members with a
26 sales or transaction receipt whereon Defendants printing of the credit and/or
27 debit card expiration date violated FACTA, 15 U.S.C. §§ 1681 *et seq.*;
- 28 b. Whether Defendants' conduct was willful;

1 c. Whether Plaintiff and Class members are entitled to statutory damages,
2 punitive damages, costs and/or attorneys' fees for Defendants' acts and
3 conduct; and

4 d. Whether Plaintiff and Class members are entitled to a permanent injunction
5 enjoining Defendants from continuing to engage in its unlawful conduct.

6 **Adequacy of Representation**

7 23. Plaintiff is an adequate representative of the Class because her interests do not
8 conflict with the interests of the Class. Plaintiff will fairly, adequately and vigorously represent
9 and protect the interests of Class members and has no interests antagonistic to Class members.
10 Plaintiff has retained counsel who are competent and experienced in the prosecution of class
11 action litigation.

12 **Superiority**

13 24. A class action is superior to other available means for the fair and efficient
14 adjudication of the Class' claims. The damages suffered by individual Class members are
15 relatively small. As a result, the expense and burden of individual litigation makes it
16 economically infeasible and procedurally impracticable for Class members to individually seek
17 redress for the wrongs done to them. Plaintiff does not know of any other litigation concerning
18 this controversy already commenced by or against any Class member. The likelihood of the
19 individual Class members prosecuting separate claims is remote. Individualized litigation would
20 also present the potential for varying, inconsistent or contradictory judgments, and would
21 increase the delay and expense to all parties and the court system resulting from multiple trials of
22 the same factual issues. In contrast, the conduct of this matter as a class action presents fewer
23 management difficulties, conserves the resources of the parties and the court system, and would
24 protect the rights of members of the Class. Plaintiff does not know of any difficulty to be
25 encountered in the management of this action that would preclude its maintenance as a class
26 action.

27 \\\

28 \\\

1 **Injunctive Relief**

2 25. Defendants have acted on grounds generally applicable to all Class members,
3 thereby making appropriate final injunctive relief with respect to the Class as a whole.

4 **CAUSE OF ACTION**

5 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS FOR**
6 **VIOLATION OF 15 U.S.C. §§ 1681 *ET SEQ.***

7 26. Plaintiff hereby incorporates by reference all the allegations contained in
8 paragraphs 1 through 25, inclusive, of this Complaint as if fully set forth herein.

9 27. Plaintiff asserts this claim on behalf of herself and the Class against Defendants.

10 28. Title 15 U.S.C. § 1681c(g)(1) provides in relevant part that: “no person that
11 accepts credit cards or debit cards for the transaction of business shall print more than the last
12 five digits of the card number or the expiration date upon any receipt provided to the cardholder
13 at the point of sale or transaction.”

14 29. Defendants transact business in California and accept credit cards and debit cards
15 in the course of transacting business with persons such as Plaintiff and Class members. In
16 transacting such business, Defendants use cash registers and/or other machines or devices that
17 electronically print receipts for credit card and/or debit card transactions.

18 30. Defendants, at the point of sale or transaction with Plaintiff, provided Plaintiff
19 with one or more electronically printed receipts on each of which Defendants printed the
20 expiration date of Plaintiff’s credit or debit card.

21 31. Defendants, at the point of a sale or transaction with Class members, provided,
22 through use of a machine, Class members with one or more electronically printed receipts, on
23 each of which Defendants printed, for each respective Class member, the expiration date of their
24 credit or debit card.

25 32. Defendants’ actions were and continue to be willful. Despite having more than 12
26 years to become compliant with FACTA, Defendants have willfully violated this law and failed
27 to protect Plaintiff and others similarly situated against identity theft and credit card and debit
28 card fraud by intentionally printing of the credit and/or debit card expiration date on receipts.

1 Defendants knew of, or should have known of, and were informed about the law, including
2 specifically FACTA's requirements concerning the prohibition on printing of the credit and/or
3 debit card expiration date on receipts.

4 33. In addition, on information and belief, many companies such as VISA and
5 MasterCard devised and implemented policies well before the operative date of FACTA's
6 requirements, wherein such companies as VISA and MasterCard and others required Defendants
7 (and informed Defendants of the FACTA requirements) to prevent the printing the credit and/or
8 debit card expiration date on receipts.

9 34. Despite knowing and being repeatedly informed about FACTA and the
10 importance of preventing the printing of the credit and/or debit card expiration date on receipts,
11 Defendants willfully violated and continue to violate FACTA's requirements by printing the
12 printing of the credit and/or debit card expiration date on the receipts provided to Class members
13 – persons with whom Defendants transact business.

14 35. Defendants willfully violated FACTA in conscious disregard of the rights of
15 Plaintiff and Class members thereby exposing Plaintiff and Class members to an increased risk of
16 identity theft and credit and/or debit card fraud.

17 36. As a result of Defendants' willful violations of FACTA, Defendants are liable to
18 Plaintiff and each Class member in the statutory damage amount of "not less than \$100 and not
19 more than \$1000" for each violation. 15 U.S.C. 1681n(a)(1)(A).

20 37. As a result of Defendants' willful violations of FACTA, Plaintiff and Class
21 members are entitled to recover costs of suit and their reasonable attorneys' fees. 15 U.S.C.
22 1681n(a)(3).

23 38. As a result of Defendants' willful violations of FACTA, Plaintiff and Class
24 members are entitled to punitive damages. 15 U.S.C. 1681n(a)(2).

25 39. Defendants' conduct is continuing and, unless restrained, Defendants will
26 continue to engage in its unlawful conduct.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff, on behalf of herself and each Class member, pray for:

1 1. An order certifying the Class and appointing Plaintiff as representative of the
2 Class, and appointing Gaines & Gaines, APLC as counsel for the Class;

3 2. An award to Plaintiff and Class members of statutory damages pursuant to 15
4 U.S.C. § 1681n(a)(1)(A) for Defendants' willful violations of FACTA;

5 3. An award to Plaintiff and Class members of punitive damages pursuant to 15
6 U.S.C. § 1681n(a)(2);

7 4. Payment of costs of suit herein incurred pursuant to, *inter alia*, 15 U.S.C. §
8 1681n(a)(3);

9 5. Payment of reasonable attorneys' fees pursuant to, *inter alia*, 15 U.S.C. §
10 1681n(a)(3);


11 6. A permanent injunction enjoining Defendants from continuing to engage in their
12 violations of FACTA; and

13 7. For other and further relief as the Court deems proper.

14 Dated: January 9, 2018

Respectfully submitted,

GAINES & GAINES, APLC

16
17 By: 
18 DANIEL F. GAINES
19 ALEX P. KATOFSKY
Attorneys for Plaintiff

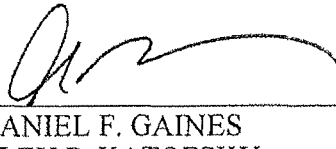
20 **DEMAND FOR JURY TRIAL**

21 Plaintiff, on behalf of herself and the putative Class members, demands a trial by jury on
22 all claims and causes of action to which she is entitled to a jury trial.

23 Dated: January 9, 2018

Respectfully submitted,

GAINES & GAINES, APLC

24
25 By: 
26 DANIEL F. GAINES
27 ALEX P. KATOFSKY
Attorneys for Plaintiff

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Page 3 of 6

**SUMMONS
(CITACION JUDICIAL)**


SUM-100

**NOTICE TO DEFENDANT: JUSTFOODFORDOGS, LLC, a
(AVISO AL DEMANDADO):** California limited liability company, and DOES 1 through 10, inclusive

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

FILED
Superior Court of California
County of Los Angeles

JAN 09 2018

Sherri R. Carter, Executive Officer/Clerk
By  Deputy
Jenny D. Truong

**YOU ARE BEING SUED BY PLAINTIFF: LAURA VASQUEZ, on
(LO ESTÁ DEMANDANDO EL DEMANDANTE):** behalf of herself and all others similarly situated

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.

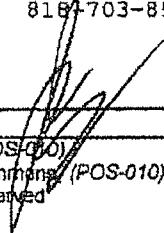
The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of the State of California
111 North Hill Street

CASE NUMBER
(Número del caso) **BC689098**

Los Angeles, California 90012

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):
Alex P. Katofsky, Esq. (SBN 202754) 818-703-8985 818-703-8984
Gaines & Gaines, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301

DATE: **JAN 09 2018** Clerk, by  Deputy
(Fecha) **JAN 09 2018** **SHERRI R. CARTER** (Secretario) **Jenny Truong** (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):

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 (Rev. July 1, 2009)

SUMMONS
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Legal
Solutions
Co Plus

Code of Civil Procedure §5412.20, 485

Opt-Out: Not Defined

EXHIBIT **B**, PAGE **13**

POS-015

| | |
|---|--------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alex P. Katofsky, Esq. (SBN 202754) Gaines & Gaines, APLC 27200 Agoura Road, Suite 101 Calabasas, CA 91301 TELEPHONE NO.: 818-703-8985 FAX NO. (Optional): 818-703-8984 E-MAIL ADDRESS (Optional): alex@gaineslawfirm.com ATTORNEY FOR (Name): Plaintiff Laura Vasquez | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Stanley Mosk | |
| PLAINTIFF/PETITIONER: Laura Vasquez, et al. DEFENDANT/RESPONDENT: Justfoodfordogs, LLC, et al. | |
| NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL | CASE NUMBER: BC689098 |

TO (insert name of party being served): JUSTFOODFORDOGS, LLC, a California limited liability company

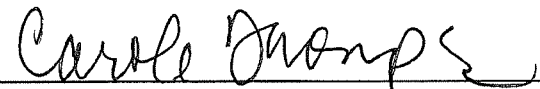
NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: 1/12/2018

Carole Thompson
(TYPE OR PRINT NAME)

▶ 
(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

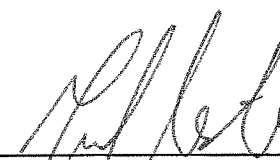
This acknowledges receipt of *(to be completed by sender before mailing)*:

1. A copy of the summons and of the complaint.
2. Other: *(specify)*: Civil Cover Sheet and Civil Cover Sheet Addendum

(To be completed by recipient):

Date this form is signed: ~~January~~ 2, 2018
February

Mark J. Austin, Esq.
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)

▶ 
(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)
 Attorney for Defendant

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Woman Claims JustFoodForDogs Printed Too Much Information on Receipt](#)
