

# **EXHIBIT A**

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

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

**THE JUICE PLUS+ COMPANY, LLC, NATURAL ALTERNATIVES  
INTERNATIONAL, INC., and DOES 1-10, inclusive**

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

**CHRISTINE LUNSFORD, on behalf of herself and all others similarly  
situated,**

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

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

**NOV 22 2019**

Sherri R. Carter, Executive Officer/Clerk of Court

By: Isaac Lovo, 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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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 puede 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](http://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 presente 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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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 o 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 California - Los Angeles County  
111 N. Hill St., Los Angeles, CA 90012

CASE NUMBER  
(Número de caso)  
**19STCV42051**

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):

Evan Smith(242352) Brodsky & Smith, 9595 Wilshire Blvd., Ste 900, Beverly Hills, CA 90212 877-534-2590

DATE:  
(Fecha) **NOV 22 2019**

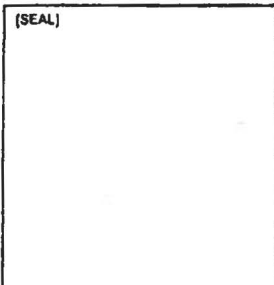
**SHERRI R. CARTER**

Clerk, by  
(Secretario) *Isaac Lovo*

, 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

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify): **THE JUICE PLUS+ COMPANY, LLC**  
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): **Limited Liability Company**
4.  by personal delivery on (date):

1  
2 Evan J. Smith, Esquire (SBN 242352)  
3 Ryan P. Cardona, Esquire (SBN 302113)  
4 BRODSKY & SMITH, LLC  
5 9595 Wilshire Blvd., Ste. 900  
6 Beverly Hills, CA 90212  
7 Telephone: (877) 534-2590  
8 Facsimile: (310) 247-0160

9 *Attorneys for Plaintiff*

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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

NOV 22 2019

Sheri R. Carter, Executive Officer/Clerk of Court  
By: Isaac Lovo, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF LOS ANGELES

12 CHRISTINE LUNSFORD, on behalf of  
13 herself and all others similarly situated,

14 Plaintiff,

15 vs.

16 THE JUICE PLUS+ COMPANY, LLC,  
17 NATURAL ALTERNATIVES  
18 INTERNATIONAL, INC., and DOES 1-  
19 10, inclusive,

20 Defendants.

Case No.:

**19STCV42051**

CLASS ACTION COMPLAINT FOR:

1. VIOLATIONS OF CALIFORNIA'S  
UNFAIR COMPETITION LAW (BUSINESS  
AND PROFESSIONS CODE §§ 17200 et  
seq.)

**JURY TRIAL DEMANDED**

**By Fax**

21 Plaintiff Christine Lunsford ("Plaintiff"), by and through her attorneys, alleges the  
22 following based upon personal knowledge as to her own acts, and upon information and belief and  
23 her attorneys' investigation as to all other facts.

24 1. Plaintiff, on behalf of herself and on behalf of a Class (defined herein) of California  
25 citizens who purchased subscriptions for dietary supplements, from defendants The Juice Plus+  
26 Company, LLC and Natural Alternatives International, Inc. (collectively, "Juice Plus"), brings this  
27 class action complaint for violations of California's Unfair Competition Law, Bus. & Prof. Code  
28 §§ 17200 et seq. (the "UCL") based upon Juice Plus's violations of California's Automatic  
Renewal Law, Bus & Prof. Code §§ 17600 et seq. (the "ARL"). The Class includes all California  
citizens who purchased product subscriptions from Juice Plus within the applicable statute of  
limitations period up to and include the date of judgment in this action (the "Relevant Period").

1 Plaintiff and Class members are consumers for purposes of Cal. Bus. & Prof. Code §§ 17600 -  
2 17606.

3 2. During the Relevant Period, Juice Plus made automatic renewal or continuous  
4 service offers to consumers in California and (i) at the time of making the automatic renewal or  
5 continuous service offers, failed to present the terms of said offers in a clear and conspicuous  
6 manner and in visual proximity to the request for consent to the offer before the subscription or  
7 purchasing agreement was fulfilled in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (ii)  
8 charged Plaintiff's and Class member's credit or debit cards, or third-party account (the "Payment  
9 Method(s)") without first obtaining Plaintiff's and Class members' affirmative consent to the  
10 agreement containing the automatic renewal offer terms or continuous service offer terms in  
11 violation of Cal. Bus. & Prof. Code § 17602(a)(2); (iii) failed to provide an acknowledgment that  
12 includes the automatic renewal or continuous service offer terms, cancellation policy, information  
13 regarding how to cancel in a manner that is capable of being retained by the consumer in violation  
14 of Cal. Bus. & Prof. Code §§ 17602(a)(3), 17602(b); and (iv) failed to provide an online method  
15 of termination for the automatic renewal or continuous service offer to Plaintiff and other class  
16 members who accepted such automatic renewal or continuous service offer online in violation of  
17 Cal. Bus. & Prof. Code §§ 17602(c). As a result of such violations by Juice Plus, all goods, wares,  
18 merchandise, or products sent to Plaintiff and Class Members under the automatic renewal or  
19 continuous service agreements are deemed to be an unconditional gift pursuant to Cal. Bus. &  
20 Prof. Code § 17603.

21 3. Plaintiff, on behalf of himself and the Class, seeks, declaratory relief, injunctive  
22 relief, reasonable attorneys' fees, and any other relief that this Court deems necessary, just, proper,  
23 and appropriate pursuant to Cal. Bus. & Prof. Code, §§ 1603, 17203, 17204, and Cal. Code. Civ.  
24 Pro. § 1021.5.

25 **STATUTORY BACKGROUND**

26 4. As of December 1, 2010, the ARL has been in effect in California. The  
27 Legislature's stated intent for enacting the ARL was "to end the practice of ongoing charging of  
28 consumer credit or debit cards or third party payment accounts without the consumers' explicit

1 consent for ongoing shipments of a product or ongoing deliveries of service.” Cal. Bus. & Prof.  
2 Code § 17600.

3 5. The ARL makes it unlawful for any business making an automatic renewal or  
4 continuous service offer to a consumer in California to do any of the following:

5 (a)(1) Fail to present the automatic renewal offer terms or  
6 continuous service offer terms in a clear and conspicuous manner  
7 before the subscription or purchasing agreement is fulfilled and in  
8 visual proximity, or in the case of an offer conveyed by voice, in  
9 temporal proximity, to the request for consent to the offer. If the  
10 offer also includes a free gift or trial, the offer shall include a clear  
11 and conspicuous explanation of the price that will be charged after  
12 the trial ends or the manner in which the subscription or purchasing  
13 agreement pricing will change upon conclusion of the trial;

14 (a)(2) Charge the consumer’s credit or debit card, or the  
15 consumer’s account with a third party for an automatic renewal or  
16 continuous service without first obtaining the consumer’s  
17 affirmative consent to the agreement containing the automatic  
18 renewal offer terms or continuous service offer terms, including the  
19 terms of an automatic renewal offer or continuous service offer that  
20 is made at a promotional or discounted price for a limited period of  
21 time; or

22 (a)(3) Fail to provide an acknowledgment that includes the  
23 automatic renewal offer terms or continuous service offer terms,  
24 cancellation policy, and information regarding how to cancel in a  
25 manner that is capable of being retained by the consumer. If the  
26 automatic renewal offer or continuous service offer includes a free  
27 gift or trial, the business shall also disclose in the acknowledgment  
28 how to cancel, and allow the consumer to cancel, the automatic  
renewal or continuous service before the consumer pays for the  
goods or services.

29 *See*, Cal. Bus. & Prof. Code § 17602(a).

30 6. The ARL defines the term “Automatic Renewal” as “a plan or arrangement in  
31 which a paid subscription or purchasing agreement is automatically renewed at the end of a definite  
32 term for a subsequent term.” *See*, Cal. Bus. & Prof. Code § 17601(a).

33 7. The ARL defines the term “Automatic renewal offer terms” as the “following clear  
34 and conspicuous disclosures”:

35 (a) That the subscription or purchasing agreement will continue  
36 until the consumer cancels;

1  
2 (b) The description of the cancellation policy that applies to the offer;

3 (c) The recurring charges that will be charged to the consumer's  
4 credit or debit card or payment account with a third party as part of  
5 the automatic renewal plan or arrangement, and that the amount of  
6 the charge may change, if that is the case, and the amount to which  
7 the charge will change, if known;

8 (d) The length of the automatic renewal term or that the service  
9 is continuous, unless the length of the term is chosen by the  
10 consumer; and

11 (e) The minimum purchase obligation, if any.

12 *See*, Cal. Bus. & Prof. Code § 17601(b).

13 8. The ARL defines "clear and conspicuous" or "clearly and conspicuously" to mean,  
14 "in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding  
15 text of the same size, or set off from the surrounding text of the same size by symbols or other  
16 marks, in a manner that clearly calls attention to the language." *See*, Cal. Bus. & Prof. Code §  
17 17601(c).

18 9. The ARL mandates that such services shall be made readily cancellable by  
19 consumers, specifically stating, "A business that makes an automatic renewal offer or continuous  
20 service offer shall provide a toll-free telephone number, electronic mail address, a postal address  
21 if the seller directly bills the consumer, or it shall provide another cost-effective, timely, and easy-  
22 to-use mechanism for cancellation that shall be described in the acknowledgment specified in  
23 paragraph (3) of subdivision (a)." *See*, Cal. Bus. & Prof. Code §17602(b).

24 10. Furthermore, the ARL mandates that, "In addition to the requirements of  
25 subdivision (b), a consumer who accepts an automatic renewal or continuous service offer online  
26 shall be allowed to terminate the automatic renewal or continuous service exclusively online,  
27 which may include a termination email formatted and provided by the business that a consumer  
28 can send to the business without additional information." *See*, Cal. Bus. & Prof. Code § 17602(c).

11. Pursuant to § 17603 of Cal. Bus. & Prof. Code, "In any case in which a business  
sends any goods, wares, merchandise, or products to a consumer, under a continuous service

1 agreement or automatic renewal of a purchase, without first obtaining the consumers affirmative  
2 consent as described in § 17602, the goods, wares, merchandise, or products shall for all purposes  
3 be deemed an unconditional gift to the consumer, who may use or dispose of the same in any  
4 manner he or she sees fit without any obligation whatsoever on the consumer's part to the business,  
5 including, but not limited to, bearing the cost of, or responsibility for, shipping any goods, wares,  
6 merchandise, or products to the business.”

7 **PARTIES AND STANDING**

8 12. Plaintiff is a citizen of California. Plaintiff purchased a subscription plan from  
9 Juice Plus's website and subscription dietary supplement delivery service, www.juiceplus.com, in  
10 California during the Relevant Period. Plaintiff and Class Members are consumers as defined  
11 under Cal. Bus. & Prof. Code § 17601(d).

12 13. Plaintiff is informed and believes, and thereon alleges, that defendant The Juice  
13 Plus+ Company, LLC is a Tennessee limited liability company with its principal place of business  
14 located at 140 Crescent Dr., Collierville, TN 38017-3374.

15 14. Plaintiff is informed and believes, and thereon alleges, that defendant Natural  
16 Alternatives International, Inc. is a Delaware corporation with its principal place of business  
17 located at 1535 Faraday Avenue, Carlsbad, CA 92008.

18 15. Plaintiff is informed and believes, and thereon alleges, that defendants The Juice  
19 Plus+ Company, LLC and Natural Alternatives International, Inc. together own, operate, and  
20 provide to the public in California, the United States, and elsewhere, www.juiceplus.com, and has  
21 done so throughout the Relevant Period. The website www.juiceplus.com provides access to a  
22 monthly dietary supplement subscription service, the products of which are also manufactured by  
23 The Juice Plus+ Company, LLC and Natural Alternatives International, Inc. During the Relevant  
24 Period Juice Plus made, and continues to make, automatic renewal or continuous service offers to  
25 consumers in California. Juice Plus's automatic renewal and/or continuous service plan is  
26 marketed and known as "Juice Plus+”.

27 16. At all relevant times, each and every defendant was acting as an agent and/or  
28 employee of each of the other defendants and was acting within the course and/or scope of said

1 agency and/or employment with the full knowledge and consent of each of the defendants. Each  
2 of the acts and/or omissions complained of herein were alleged and made known to, and ratified  
3 by, each of the other defendants (Juice Plus and DOE Defendants will hereafter collectively be  
4 referred to as “Defendants”).

5 17. The true name and capacities of the defendants sued herein as DOES 1 through 10,  
6 inclusive, are currently unknown to Plaintiff, who therefore sues such defendants by fictitious  
7 names. Each of the defendants designated herein as a DOE is legally responsible for the unlawful  
8 acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true  
9 names and capacities of the DOE Defendants when such identities become known.

10 **JURISDICTION AND VENUE**

11 18. This Court has subject matter jurisdiction over this action. This Court has personal  
12 jurisdiction over Defendants because they conducted and continue to conduct substantial business  
13 in the State of California, County of Los Angeles, and Defendant’s offending website is available  
14 across California.

15 19. Venue is proper in this Court because Defendants conduct substantial business in  
16 this County. Venue is also proper in this Court because a substantial portion of the misconduct  
17 alleged herein occurred in the County of Los Angeles.

18 **CLASS ACTION ALLEGATIONS**

19 20. Class actions are certified when the question is one of a common or general interest,  
20 of many persons, or when the parties are numerous, and it is impracticable to bring them all before  
21 the court. Cal. Civ. Proc. Code § 382. The California Supreme Court has stated that a class should  
22 be certified when the party seeking certification has demonstrated the existence of a “well-defined  
23 community of interest” among the members of the proposed class. *Richmond v. Dart Indus., Inc.*,  
24 29 Cal.3d 462, 470 (1981); *see also Daar v. Yellow Cab Co.*, 67 Cal.2d 695, 704 (1967).

25 21. Class actions are especially valuable in a context such as this one, in which  
26 individual relief may be modest. It is well settled that a plaintiff need not prove the merits of the  
27 action at the class certification stage.



1           22.     Rather, the decision of whether to certify a class is “essentially a procedural one”  
2 and the appropriate analysis is whether, assuming the merits of the claims, they are suitable for  
3 resolution on a class-wide basis:

4           As the focus in a certification dispute is on what types of questions common or  
5 individual are likely to arise in the action, rather than on the merits of the case, in  
6 determining whether there is substantial evidence to support a trial court’s  
7 certification order, we consider whether the theory of recovery advanced by the  
8 proponents of certification is, as an analytical matter, likely to prove amenable to  
9 class treatment.

10           *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 327 (2004) (citations omitted).

11           23.     In addition, the assessment of suitability for class certification entails addressing  
12 whether a class action is superior to individual lawsuits or alternative procedures for resolving the  
13 controversy. *Capitol People First v. State Dept. of Developmental Services* (2007) 155  
14 Cal.App.4th 676, 689.

15           24.     Plaintiff brings this action on behalf of herself, and on behalf of all others similarly  
16 situated. The Class consists of all persons within California that, within the applicable statute of  
17 limitations period up to and including entry of judgment in this matter, purchased any product or  
18 service in response to an offer constituting an “Automatic Renewal” as defined by § 1601(a) of  
19 the ARL from Defendants, their predecessors, or their affiliates, via the website  
20 www.juiceplus.com (the Class).

21           25.     Excluded from the Class are governmental entities, Defendants, any entity in which  
22 Defendants have a controlling interest, and Defendants’ officers, directors, affiliates, legal  
23 representatives, employees, co-conspirators, successors, subsidiaries, and assigns, and individuals  
24 bound by any prior settlement. Also excluded from the Class is any judge, justice, or judicial  
25 officer presiding over this matter.

26           26.     The members of the Class are so numerous that joinder of all members is  
27 impracticable. While the exact number and identities of Class members are unknown to Plaintiff  
28 at this time and can only be ascertained through appropriate discovery, Plaintiff is informed and  
believes the Class includes thousands of members. This amount likely reflects hundreds of  
thousands of unique customers, many of them California citizens, who have signed up for

1 Defendants' auto-renewal services. Plaintiff alleges that the Class may be ascertained by the  
2 records maintained by Defendants.

3 27. Common questions of law and fact exist as to all members of the Class, and  
4 predominate over any questions affecting solely individual members of the Class. Among the  
5 questions of law and fact common to the Class are:

6 (a) Whether during the Relevant Period Defendants failed to present the  
7 automatic renewal offer terms, or continuous service offer terms, in a clear  
8 and conspicuous manner before the subscription or purchasing agreement  
9 was fulfilled and in visual proximity to the request for consent to the offer  
10 in violation of Cal. Bus. & Prof. Code § 17602(a)(1);

11 (b) Whether during the Relevant Period Defendants charged Plaintiff's  
12 and Class Members' Payment Method(s) for an automatic renewal or  
13 continuous service without first obtaining Plaintiff's and Class Members'  
14 affirmative consent to the automatic renewal offer terms or continuous  
15 service offer terms in violation of Cal. Bus. & Prof Code § 17602(a)(2);

16 (c) Whether during the Relevant Period Defendants failed to provide an  
17 acknowledgment that included the automatic renewal or continuous service  
18 offer terms, cancellation policy, and information on how to cancel in a  
19 manner that is capable of being retained by Plaintiff and Class Members, in  
20 violation of Cal. Bus. & Prof. Code § 17602(a)(3);

21 (d) Whether during the Relevant Period Defendants failed to provide an  
22 acknowledgment that describes a cost-effective, timely, and easy-to-use  
23 mechanism for cancellation in violation of Cal. Bus. & Prof. Code §  
24 17602(b);

25 (e) Whether during the Relevant Period Defendants failed to provide an  
26 online method of termination for its automatic renewal or continuous  
27 service offer service to those members who signed up for said automatic  
28 renewal or continuous service offers online in violation of Cal. Bus. & Prof.  
Code § 17602(c)

(f) Whether Plaintiff and Class Members are entitled to restitution of  
money paid in circumstances where the goods and services provided by  
Defendants are deemed an unconditional gift in accordance with Cal. Bus.  
& Prof. Code § 17603;

(g) Whether Plaintiff and Class Members are entitled to restitution in  
accordance with Cal. Bus. & Prof. Code §§ 17200, 17203

(h) Whether Plaintiff and Class Members are entitled to injunctive relief  
under Cal. Bus. & Prof. Code § 17203;

1 (i) Whether Plaintiff and Class Members are entitled to attorneys' fees  
2 and costs under California Code of Civil Procedure § 1021.5.

3 28. Plaintiff's claims are typical of the claims of the members of the Class, as Plaintiff  
4 and members of the Class sustained and continue to sustain injuries arising out of Defendants'  
5 conduct or omissions in violation of state law as complained of herein. Plaintiff, like all other  
6 members of the Class, claims that Defendants have violated state law by violating the ARL and  
7 UCL by, *inter alia* at the time of making an automatic renewal/continuous service offer, (i) failing  
8 to present the terms of said offers in a clear and conspicuous manner and in visual proximity to  
9 the request for consent to the offer before the subscription or purchasing agreement was fulfilled  
10 in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (ii) charging Plaintiff's and Class member's  
11 Payment Method(s) without first obtaining Plaintiff's and Class members' affirmative consent to  
12 the agreement containing the automatic renewal offer terms or continuous service offer terms in  
13 violation of Cal. Bus. & Prof. Code § 17602(a)(2); and (iii) failing to provide an acknowledgment  
14 that includes the automatic renewal or continuous service offer terms, cancellation policy, and  
15 information regarding how to cancel in a manner that is capable of being retained by the consumer  
16 in violation of Cal. Bus. & Prof. Code §§ 17602(a)(3), 17602(b).

17 29. Plaintiff will fairly and adequately protect the interests of the members of the Class,  
18 and has retained counsel competent and experienced in class action litigation. Plaintiff has no  
19 interests antagonistic to, or in conflict with, those of the Class.

20 30. A class action is superior to other available methods for the fair and efficient  
21 adjudication of the controversy, since joinder of all members is impracticable. Furthermore,  
22 because the damages suffered by the individual Class members may be relatively small, the  
23 expense and burden of individual litigation make it impossible for members of the Class  
24 individually to redress the wrongs done to them.

25 31. There will be no difficulty in the management of this action as a class action.  
26 Moreover, judicial economy will be served by the maintenance of this lawsuit as a class action,  
27 in that it is likely to avoid the burden which would be otherwise placed upon the judicial system  
28

1 by the filing of thousands of similar suits by disabled people across the California. There are no  
2 obstacles to effective and efficient management of the lawsuit as a class action.

3 **RELEVANT FACTUAL BACKGROUND**

4 **Juice Plus's Business**

5 32. Juice Plus offers, at its website, found at [www.juiceplus.com](http://www.juiceplus.com), subscriptions for the  
6 delivery of monthly dietary supplements, and related products. Juice Plus's service constitutes an  
7 automatic renewal and/or continuous service plan or arrangement pursuant to the ARL. Cal. Bus.  
8 & Prof. Code § 17601(a).

9 **Plaintiff's Subscription**

10 33. On August 20, 2019, Plaintiff visited Defendants' website, [www.juiceplus.com](http://www.juiceplus.com),  
11 and purchased online, for monthly delivery, one package of "JP+ Caps 3 Blend" dietary  
12 supplements, (the "Product(s)"). Plaintiff's credit card incurred a \$71.25 charge (inclusive of  
13 shipping and taxes) for the purchase of the Products.

14 34. Also on August 20, 2019, after placing her order, Plaintiff received an email from  
15 Juice Plus ("Email 1") that indicated that her delivery was on its way and provided tracking  
16 information.

17 35. Thereafter on August 26, 2019, Plaintiff received a second email ("Email 2") from  
18 Juice Plus that welcomed the Plaintiff to Juice Plus and indicated that her first order had been  
19 placed and that the shipment was on its way.

20 36. Plaintiff received the first order of Products from Juice Plus shortly thereafter.

21 37. On or about September 20, 2019, Plaintiff received was charged for a second order  
22 of the Products.

23 38. Shortly thereafter Plaintiff received the second order of Products from Juice Plus.

24 39. On October 20, 2019, Plaintiff received was charged for a second order of the  
25 Products.

26 40. Shortly thereafter Plaintiff received a third order of Products from Juice Plus

27 41. From August 2019 through the present, Juice Plus has continually delivered the  
28 Products to Plaintiff on a monthly basis.

1 42. Because the “automatic renewal offer terms” (the “AROT”) were not properly  
2 disclosed Plaintiff did not understand the frequency at which she would continue to be charged  
3 \$71.25.

4 43. As a result of Defendants not properly displaying the AROT at the time of purchase,  
5 or providing the AROT in subsequent emails, Plaintiff, unbeknownst to her, incurred at least three  
6 (3) monthly charges of \$71.25 for Products she did not wish to receive.

7 44. Plaintiff’s Counsel, upon being retained to investigate Juice Plus’s violations of the  
8 ARL and the UCL by the Plaintiff, engaged the services of an expert to analyze Juice Plus’s  
9 website as it is presented to the public.

10 **ARL VIOLATION 1 – Juice Plus Fails to Disclose the Automatic Renewal Offer Terms in**  
11 **a Clear and Conspicuous Manner in Violation of Cal. Bus. & Prof. Code § 17601**

12 45. Juice Plus is required to “clearly and conspicuously” disclose the AROT. *See*, Cal.  
13 Bus. & Prof. Code § 17601. Throughout the Relevant Period, Juice Plus has failed to meet this  
14 requirement. Specifically, Juice Plus’s website, [www.juiceplus.com](http://www.juiceplus.com) contains no section that  
15 properly discloses the AROT related to its subscription/renewal service. In fact, the only  
16 information related to the service is a one sentence description of how to cancel the service by  
17 either calling or e-mailing Juice Plus; this small kernel of information is only accessible via a  
18 hyperlink labeled only as “Return Policy” which leads to a section titled “Satisfaction Guaranteed”  
19 in the footer of its website, below the fold. This small amount of information, insufficient to  
20 constitute a properly AROT, is not clearly and conspicuously disclosed because this page can only  
21 be accessed via a hyperlink labeled as “Return Policy” which leads to a section titled “Satisfaction  
22 Guaranteed” located at a footer on the home page of [www.juiceplus.com](http://www.juiceplus.com), and which is not apparent  
23 until a user scrolls past the fold of the webpage.

24 **ARL VIOLATION 2 – Juice Plus Fails to Present the Automatic Renewal Offer Terms in a**  
25 **Clear and Conspicuous Manner Before the Subscription or Purchasing Agreement is**  
26 **Fulfilled and in Visual Proximity to the Request for Consent to the Offer in Violation of**  
27 **Cal. Bus. & Prof. Code § 17602(a)(1)**

28 46. Juice Plus is required to “clearly and conspicuously” disclose the AROT on the  
checkout screen. *See*, Cal. Bus. & Prof. Code § 17602(a)(1). Juice Plus does not do this. Again,  
at checkout, [www.juiceplus.com](http://www.juiceplus.com) does not provide a viable AROT whatsoever, and as such,

1 provides no recitation of an AROT nor does it provide a link to the AROT near the point of  
2 acceptance. Additionally Juice Plus does not provide any language referencing an AROT or any  
3 other such terms, including cancellation instructions, on the checkout page.

4 47. Notably, cancellation information (but not a complete AROT), can only be accessed  
5 via a hyperlink in the footer of the www.juiceplus.com. Moreover, on the website, the as "Return  
6 Policy" which leads to a section titled "Satisfaction Guaranteed" hyperlink is located in the general  
7 footer of the websites home page only and is not located at all on the checkout page of the website.  
8 Clearly the minimal terms given related to an AROT are not given in a "clear and conspicuous"  
9 manner that clearly calls attention to the language before the subscription or purchasing agreement  
10 is fulfilled and in visual proximity thereto. In order to properly comply with the terms of the ARL,  
11 Juice Plus should disclose proper information constituting an AROT and place it directly on the  
12 checkout screen.



1 **ARL VIOLATION 3 – Juice Plus Fails to Obtain Affirmative Consent to the Automatic**  
2 **Renewal Offer Terms Before the Subscription or Purchasing Agreement is Fulfilled and**  
3 **Charged to the Plaintiff and Other Consumers in Violation of Cal. Bus. & Prof. Code §**  
4 **17602(a)(2)**

4 48. Juice Plus is required to obtain the “consumer’s affirmative consent to the  
5 agreement containing the automatic renewal offer terms”, and must obtain such affirmative  
6 consent before charging the consumer’s Payment Method.

7 49. “Affirmative consent” is an express act such as a check-box or similar  
8 button/mechanism that must be chosen/selected before the purchase order can be  
9 submitted/completed.<sup>1</sup>

10 50. As shown in the figure above, at checkout, www.juiceplus.com provides only for a  
11 button that states “Purchase” without any presentation of the AROT or any language referencing  
12 the same. www.juiceplus.com fails to provide any check-box or similar mechanism to indicate  
13 that the consumer has read, understood and has affirmatively consented to any AROT. In fact, no  
14 reference to any AROT is made on the checkout page of the website at all.

15 51. As a result, during the Relevant Period, prior to charging Plaintiff’s and Class  
16 members’ Payment Method(s), Defendants failed to obtain Plaintiff’s and Class members’

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20  
21 <sup>1</sup> California courts have provided judicial guidance as to what constitutes “affirmative consent”  
22 under the ARL. In both *eHarmony* and *Beachbody*, California courts have taken the position that  
23 affirmative consent under the ARL must be obtained through an “express act” by the consumer to  
24 consent to the terms of the automatic renewal contract. In the final judgment against Beachbody,  
25 the court held that “consent is obtained by an express act by the consumer through a check-box,  
26 signature, express consent button or other substantially similar mechanism that consumers must  
27 select to give their consent. This mechanism cannot relate to consent for anything other than the  
28 automatic renewal or continuous service offer terms.” *People of the State of California v*  
*Beachbody LLC*, Case No. 55029222, Superior Court for the State of California, Los Angeles  
County (Aug. 24, 2017). Similarly, in the final judgment against eHarmony the court reiterated  
this position stating that “consent is obtained by an express act by the consumer through a check-  
box, signature, or other substantially similar mechanism that consumers must affirmatively select  
or sign to accept the AUTOMATIC RENEWAL OFFER TERMS and no other part of the  
transaction.” *People of the State of California v eHarmony Inc.*, Case No. 17-cv-03314, Superior  
Court for the State of California, County of Santa Cruz (Jan. 8, 2018).

1 affirmative consent to the automatic renewal/continuous service offer terms as required by Cal.  
2 Bus. & Prof. Code § 17602(a)(2).

3 52. Because of Defendants' failure to gather affirmative consent to the automatic  
4 renewal terms, all goods, wares, merchandise, or products sent to Plaintiff and Class members  
5 under the automatic renewal/continuous service agreement are deemed to be an unconditional gift  
6 pursuant to Cal. Bus. & Prof. Code § 17603, and Plaintiff and Class members may use or dispose  
7 of the same in any manner they see fit without any obligation whatsoever on their part to  
8 Defendants, including, but not limited to, bearing the cost of, or responsibility for, shipping any  
9 goods, wares, merchandise or products.

10 **ARL VIOLATION 4 – Juice Plus Failed to Provide an Acknowledgment as Required by**  
11 **Cal. Bus. & Prof. Code § 17602(a)(3) and 17602(b)**

12 53. Furthermore, and in addition to the above, after Plaintiff and Class members  
13 subscribed to www.juiceplus.com, Defendants sent to Plaintiff and Class members email follow-  
14 ups to their purchases, including email(s) entitled “Your Juice Plus+ Order.” and “Your Order Has  
15 Shipped!” but has failed, and continues to fail, to provide an acknowledgment that includes the  
16 automatic renewal offer terms or continuous service offer terms, cancellation policy, and  
17 information regarding how to cancel in a manner that is capable of being retained by Plaintiff and  
18 Class members in violation of Cal. Bus. & Prof. Code § 17602(a)(3), and 17602(b).

19 **FIRST CAUSE OF ACTION**

20 **Violation of the Unfair Competition Law - (Cal. Bus. & Prof. Code § 17200 et seq.)**

21 54. Plaintiff incorporates by reference the above allegations set forth in the Complaint  
22 as if fully set forth herein.

23 55. The UCL prohibits unfair competition in the form of any “unlawful, unfair or  
24 fraudulent business act or practice.” *See*, Cal. Bus. & Prof. Code § 17200.

25 56. The UCL permits “a person who has suffered injury in fact and has lost money or  
26 property” to prosecute a civil action for violation of the UCL. This civil action may be brought  
27 individually or on behalf of the injured individual and all others similarly situated who are affected  
28 by the unlawful and/or unfair business practice or act. *See*, Cal. Bus. & Prof. Code § 17204.



1 57. Since December 1, 2010, and continuing through and including the Relevant  
2 Period, Defendants have committed unlawful and/or unfair business acts or practices as defined  
3 by the UCL, by violating the ARL, specifically, Cal. Bus. & Prof. Code §§ 17602(a)(1)-(3) and  
4 17602(b). The public policy underlying a UCL action under the unfair prong of the UCL is  
5 tethered to a specific statutory provision. *See*, Cal. Bus. & Prof. Code §§ 17600, 17602. In  
6 addition, besides offending an established public policy, Defendants' acts or practices are immoral,  
7 unethical, oppressive, unscrupulous or substantially injurious to consumers. Further, the utility of  
8 Defendants' conduct is outweighed by the gravity of the harm to Plaintiff and Class members.

9 58. Plaintiff has standing to pursue this claim because she suffered injury in fact and  
10 has lost money or property as a result of Defendants' actions as set forth herein. Plaintiff purchased  
11 Juice Plus's Products for personal and/or family purposes/use.

12 59. As a direct and proximate result of Defendant's unlawful and/or unfair business  
13 acts or practices described herein, Defendant has received, and continues to hold, unlawfully  
14 obtained property and money belonging to Plaintiff and Class members in the form of payments  
15 made for automatic renewal agreements by Plaintiff and Class members. Defendant has profited  
16 from its unlawful and/or unfair business acts or practices in the amount of those business expenses  
17 and interest accrued thereon.

18 60. Plaintiff and similarly-situated Class members are entitled to restitution pursuant to  
19 Cal. Bus. & Prof. Code § 17203 for all monies paid by Class Members under the subscription  
20 agreements from their inception, to the date of such restitution at rates specified by law. Defendant  
21 should be required to disgorge all the profits and gains it has reaped and restore such profits and  
22 gains to Plaintiff and Class members, from whom they were unlawfully taken.

23 61. Plaintiff and similarly situated Class members are entitled to enforce all applicable  
24 penalty provisions pursuant to Cal. Bus. & Prof. Code § 17202, and to obtain injunctive relief  
25 pursuant to Cal. Bus. & Prof. Code § 17203.

26 62. Plaintiff has assumed the responsibility of enforcement of the laws and public  
27 policies specified herein by suing on behalf of himself and others similarly situated. Plaintiff's  
28 success in this action will enforce important rights affecting the public interest. Plaintiff will incur

1 a financial burden in pursuing this action in the public interest. An award of reasonable attorneys'  
2 fees to Plaintiff is thus appropriate pursuant to California Code of Civil Procedure § 1021.5.

3 63. Plaintiff, on behalf of himself and Class members, requests relief as described  
4 below.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff demands judgment against Defendants and requests the following  
7 relief:

8 A. That this Court Order a preliminary and permanent injunction  
9 enjoining Defendants from violating the UCL, Bus. & Prof. Code §§ 17200  
10 et seq. and the ARL §§ 17600 et seq.;

11 B. That this Court find and declare that Defendants have violated Cal.  
12 Bus. & Prof. Code § 17602(a)(1) by failing to present the automatic renewal  
13 offer terms in a clear and conspicuous manner and in the visual proximity  
14 to the request for consent to the offer before the subscription or purchasing  
15 agreement was fulfilled;

16 C. That this Court find and declare that Defendants have violated Cal.  
17 Bus. & Prof. Code § 17602(a)(2) by charging Plaintiff's and Class  
18 Members' Payment Method without first obtaining their affirmative consent  
19 to the automatic renewal offer terms or continuous service terms;

20 D. That this Court find and declare that Defendants have violated Cal.  
21 Bus. & Prof. Code § 17602(a)(3) by failing to provide an acknowledgment  
22 that includes the automatic renewal or continuous service offer terms and  
23 cancellation policy;

24 E. That this Court find and declare that Defendants have violated Cal.  
25 Bus. & Prof. Code § 17602(b) by failing to provide an acknowledgment that  
26 describes a toll-free telephone number, electronic mail address, a postal  
27 address only when the seller directly bills the consumer, or another cost-  
28 effective, timely, and easy-to-use mechanism for cancellation;

1 F. That this Court find and declare that Defendants have violated Cal.  
2 Bus. & Prof. Code § 17602(c) by failing to provide an exclusively online  
3 method of termination for the automatic renewal or continuous service for  
4 these consumers who signed up for such service online;

5 G. That this Court find and declare that Defendants have violated the  
6 UCL and committed unfair and unlawful business practices by violating  
7 Cal. Bus. & Prof. Code § 1702;

8 H. That the Court award to Plaintiff and Class members full restitution  
9 due to Defendant's UCL violations and finds pursuant to Cal. Bus. & Prof.  
10 Code §§ 17200 – 17205; that all goods, wares, merchandise, or products  
11 sent to Plaintiff and Class members under the automatic renewal/continuous  
12 service agreement are deemed to be an unconditional gift pursuant to Cal.  
13 Bus. & Prof. Code § 17603, and Plaintiff and Class members may use or  
14 dispose of the same in any manner they see fit without any obligation  
15 whatsoever on their part to Defendant, including, but not limited to,  
16 bearing the cost of, or responsibility for, shipping any goods, wares,  
17 merchandise or products in the amount of their subscription agreement  
18 payments

19 I. That this Court Order a preliminary and permanent injunction  
20 requiring Defendants to take the steps necessary to bring  
21 www.juiceplus.com into compliance with the ARL;

22 J. That this Court award reasonable attorneys' fees and costs  
23 (including expert fees) and other expenses of suit pursuant to California  
24 Code of Civil Procedure § 1021.5, and/or other applicable law; and

25 K. That this Court awards such other and further relief as it deems  
26 necessary, just, proper, and appropriate.

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury on all issues which can be heard by a jury.

Dated: November 22, 2019

BRODSKY & SMITH, LLC

By: 

Evan J. Smith (SBN242352)  
Ryan P. Cardona (SBN302113)  
9595 Wilshire Boulevard, Suite 900  
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*Attorneys for Plaintiff*

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Evan J. Smith (SBN242352) Brodsky & Smith, LLC 9595 Wilshire Blvd., Suite 900 Beverly Hills, CA 90212 TELEPHONE NO. 877-534-2590 FAX NO. 310-247-0160 ATTORNEY FOR (Name): <b>Christine Lunsford</b>	FOR COURT USE ONLY  <b>CONFIRMED COPY ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>NOV 22 2019</b>  Sherri R. Carter, Executive Officer/Clerk of Court By: Isaac Lovo, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Los Angeles</b> STREET ADDRESS: <b>111 N. Hill St.</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Central Civil West - Stanley Mosk Courthouse</b>	
CASE NAME: <b>Christine Lunsford v. The Juice Plus+ Company, LLC, et al.</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <input type="checkbox"/> <b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>19STCV42051</b>  JUDGE:  DEPT:

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

By Fax

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/WD (23) <b>Non-P/DP/WD (Other) Tort</b> <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-P/DP/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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 checked="" type="checkbox"/> Large number of witnesses   |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" 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): **1**
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: **November 22, 2019**  
 Evan J. Smith \_\_\_\_\_  
(TYPE OR PRINT NAME)  \_\_\_\_\_  
(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.

**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 PI/PD/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 PI/PD/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 PI/PD/WD

**Non-PI/PD/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-PI/PD/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) (09)  
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

SHORT TITLE: Christine Lunsford v. The Juice Plus+ Company, LLC, et al	CASE NUMBER <b>19STCV42051</b>
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC 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?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 5-6 1 HOURS/ DAYS.

Item II. Select 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 Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

**By Fax**

- |   |  |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District.      | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.  | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                      | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                    | 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.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
<input type="checkbox"/> A7240 Other Professional Health Care Malpractice		1., 2., 4.	
<b>Other Personal Injury Property Damage Wrongful Death (23)</b>	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.	
<b>Non-Personal Injury/Property</b>	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	<b>1.</b> , 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: Christine Lunsford v. The Juice Plus+ Company, LLC, et al	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	í A6017 Legal Malpractice	1., 2., 3.
	í A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	í A6025 Other Non-Personal Injury/Property Damage tort	2, 3
Wrongful Termination (36)	í A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	í A6024 Other Employment Complaint Case	1., 2., 3.
	í A6109 Labor Commissioner Appeals	10.
Breach of Contract/Warranty (06) (not insurance)	í A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2, 5.
	í A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5.
	í A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	í A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	í A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	í A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	í A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	í A6009 Contractual Fraud	1., 2., 3., 5.
	í A6031 Tortious Interference	1., 2., 3., 5.
	í A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	í A7300 Eminent Domain/Condemnation      Number of parcels_____	2
Wrongful Eviction (33)	í A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	í A6018 Mortgage Foreclosure	2, 6.
	í A6032 Quiet Title	2., 6.
	í A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	í A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2, 6.
Unlawful Detainer-Residential (32)	í A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	í A6022 Unlawful Detainer-Drugs	2, 6.
Asset Forfeiture (05)	í A6108 Asset Forfeiture Case	2, 6.
Petition re Arbitration (11)	í A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5.



SHORT TITLE: Christine Lunsford v. The Juice Plus+ Company, LLC, et al	CASE NUMBER
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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1, 2, 3
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 9
	<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
	<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
	<input type="checkbox"/> A6190 Election Contest	2
	<input type="checkbox"/> A6110 Petition for Change of Name	2, 7
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 4, 8
	<input type="checkbox"/> A6100 Other Civil Petition	2, 9

<b>SHORT TITLE:</b> Christine Lunsford v. The Juice Plus+ Company, LLC, et al	<b>CASE NUMBER</b>
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Item III. **Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE</b> 1. 2. 3. 4. 5. 6. 7. 8. 9. 10.		<b>ADDRESS:</b> 4612 Harriman Ave.
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90032

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 Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: November 22, 2019

  
 \_\_\_\_\_  
 (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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 03-04 (Rev. 03/06).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.

<p><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>	<p><small>Reserved for Clerk's File Stamp</small></p> <p><b>FILED</b> Superior Court of California County of Los Angeles <b>11/22/2019</b> Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Isaac Lovo</u> Deputy</p>
<p><small>COURTHOUSE ADDRESS:</small> Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012</p>	
<p><b>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</b></p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p><small>CASE NUMBER:</small> <b>19STCV42051</b></p>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Maren Nelson	17					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court  
 on 11/22/2019 (Date) By Isaac Lovo, Deputy Clerk

## **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

### **APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

### **PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

### **CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

### **TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

### **COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

### **CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

### **STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

### **FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

### **SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

### **Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

### **\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.