

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

The Wine Group, Inc., a California Corporation; The Wine Group, LLC, a California Corporation; "SEE ADDITIONAL PARTIES"

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

Doris Charles, an individual; Alvin Jones, an individual; Jason Peltier, an individual; and Jennifer Peltier an individual; on behalf of themselves 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

MAR 19 2015

Sherri R. Carter, Executive Officer/Clerk
By: Shaunya Bolden, Deputy

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
600 South Commonwealth Avenue
Los Angeles, California 90005

CASE NUMBER:
(Número del Caso):

BC 576061

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):
Kabateck Brown Kellner, LLP, 644 S. Figueroa St., Los Angeles, CA 90017; 213-217-5000

DATE:
(Fecha)

MAR 19 2015

Clerk
(Secretario)

SHAUNYA BOLDEN

, 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)).

[SEAL]

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):
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):
4. ☐ by personal delivery on (date):

SHORT TITLE: Charles vs. The Wine Group, Inc. et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

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

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

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

SUTTER HOME WINERY, INC., D/B/A, TRINCHERO FAMILY ESTATES, a California Corporation;
 FOLIE À DEUX WINERY, a California Corporation; CALIFORNIA NATURAL PRODUCTS, a
 California Corporation; REBEL WINE CO., LLC a California Corporation; GOLDEN STATE VINTNERS,
 a California Corporation; VARNI BROTHERS, CORP., a California Corporation; TREASURY WINES
 ESTATES AMERICAS CO., a California Corporation; TREASURY WINES ESTATES HOLDING, INC.,
 a California Corporation; BERINGER VINEYARDS, a California Corporation; SEAGLASS WINE CO., a
 California Corporation; CONSTELLATION WINES, US, a California Corporation; SMITH & HOOK
 WINERY CORPORATION, a/k/a SMITH AND HOOK, a California Corporation, d/b/a, HAHN FAMILY
 WINES, a California Corporation; RAYMOND VINEYARD AND CELLAR/RAYMOND VINEYARD
 AND CELLAR, INC., a California Corporation; JEAN-CLAUDE BOISSET WINES, USA, INC., a
 California Corporation; FETZER VINEYARDS, a California Corporation; F. KORBEL & BROS., INC., a
 California Corporation; MEGAN MASON AND RANDY MASON, D/B/A MASON CELLARS, a
 California Corporation; OAKVILLE WINERY MANAGEMENT CORP., GP, a California Corporation;
 WOODBRIDGE WINERY, INC., a California Corporation; SIMPLY NAKED WINERY, a California
 Corporation; WINERY EXCHANGE, INC., a California Corporation; SONOMA WINE CO., LLC, a
 California Corporation; DON SEBASTIANI & SONS INTERNATIONAL WINE NÉGOCIANTS, CORP.,
 a California Corporation; and DON SEBASTIANI & SONS INTERNATIONAL WINE NÉGOCIANTS, a
 California Corporation; BRONCO WINE COMPANY, a California Corporation; TRADER JOE'S
 COMPANY, a California Corporation, and DOES 1 - 200, Inclusive

Page _____ of _____

MAR 19 2015

Sherri R. Carter, Executive Officer/Clerk
By: Shaunya Bolden, Deputy

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BC 576061

DORIS CHARLES, an individual;
ALVIN JONES, an individual; JASON
PELTIER, an individual; and JENNIFER
PELTIER, an individual; on behalf of
themselves and all others similarly
situated,

Plaintiffs,

vs.

THE WINE GROUP, INC. a California
Corporation; THE WINE GROUP, LLC,
a California Corporation; SUTTER
HOME WINERY, INC., d/b/a

Case No.:

CLASS ACTION COMPLAINT

- (1) Violation of the Consumers Legal Remedies Act (Cal. Civil Code §§1750 et seq.)
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§17200 et seq.)
- (3) Violation of Unfair Competition Law (Cal. Business & Professions Code §§17500 et seq.)
- (4) Unjust Enrichment
- (5) Breach of the Implied Warranty of Merchantability
- (6) Negligent Misrepresentation/Omission

JURY TRIAL DEMANDED

1 TRINCHERO FAMILY ESTATES, a
2 California Corporation; FOLIE À DEUX
3 WINERY, a California Corporation;
4 CALIFORNIA NATURAL PRODUCTS,
5 a California Corporation; REBEL WINE
6 CO., LLC a California Corporation;
7 GOLDEN STATE VINTNERS, a
8 California Corporation; VARNI
9 BROTHERS, CORP., a California
10 Corporation; TREASURY WINES
11 ESTATES AMERICAS CO., a California
12 Corporation; TREASURY WINES
13 ESTATES HOLDING, INC., a California
14 Corporation; BERINGER VINEYARDS,
15 a California Corporation; SEAGLASS
16 WINE CO., a California Corporation;
17 CONSTELLATION WINES, US, a
18 California Corporation; SMITH & HOOK
19 WINERY CORPORATION, a/k/a
20 SMITH AND HOOK, a California
21 Corporation, d/b/a HAHN FAMILY
22 WINES, a California Corporation;
23 RAYMOND VINEYARD AND
24 CELLAR/RAYMOND VINEYARD
25 AND CELLAR, INC., a California
26 Corporation; JEAN-CLAUDE BOISSET
27 WINES, USA, INC., a California
28 Corporation; FETZER VINEYARDS, a
California Corporation; F. KORBEL &
BROS., INC., a California Corporation;
MEGAN MASON AND RANDY
MASON, D/B/A MASON CELLARS, a
California Corporation; OAKVILLE
WINERY MANAGEMENT CORP., GP,
a California Corporation;
WOODBIDGE WINERY, INC., a
California Corporation; SIMPLY NAKED
WINERY, a California Corporation;
WINERY EXCHANGE, INC., a
California Corporation; SONOMA WINE
CO., LLC, a California Corporation;
DON SEBASTIANI & SONS
INTERNATIONAL WINE

1 NÉGOCIANTS, CORP., a California
2 Corporation; and DON SEBASTIANI &
3 SONS INTERNATIONAL WINE
4 NÉGOCIANTS, a California Corporation;
5 BRONCO WINE COMPANY, a
6 California Corporation; TRADER JOE'S
7 COMPANY, a California Corporation,
8 and DOES 1 - 200, Inclusive,
9
10 Defendants.

11 Plaintiffs Doris Charles, Alvin Jones, Jason Peltier and Jennifer Peltier ("Plaintiffs"),
12 individually and on behalf of themselves and all others similarly situated, are informed and believe,
13 and on that basis allege as follows:

14 NATURE OF ACTION

15 1. Inorganic arsenic is an odorless, colorless, and highly toxic poison known to cause
16 illness and death when ingested by humans. During the Middle Ages, arsenic was a favored form of
17 intentional poisoning among the privileged classes, primarily because it was both virtually
18 undetectable and extremely lethal (even in trace amounts over time). The deaths of Napoleon
19 Bonaparte, Simon Bolivar, King George III, Francesco De Medici, King Faisal I, and many other
20 prominent historical figures, whose deaths were believed at the time to have other mysterious causes,
21 were all, through the course of history, proven later to have been caused and/or accelerated by arsenic
22 poisoning.

23 2. California wines are among the most popular and widely consumed wines in the world.
24 The majority of responsible California wineries, through choice of the proper grapes/juice, proper
25 filtering processes and the use of proper equipment, limit the amount of inorganic arsenic present in
26 their wines to "trace" levels considered acceptable (if not completely safe) for human consumption.
27 However, three separate testing laboratories skilled in arsenic testing have now independently
28 confirmed that several California wineries (including those named as Defendants in this action)
instead produce and market wines that contain dangerously high levels of inorganic arsenic, in some
cases **up to 500% or more** than what is considered the maximum acceptable safe daily intake limit.

1 Put differently, just a glass or two of these arsenic-contaminated wines a day over time could
2 result in dangerous arsenic toxicity to the consumer.

3 3. Despite the known dangers/risks associated with human ingestion of this highly toxic
4 poison, and despite the fact that the responsible wineries have been able to limit inorganic arsenic
5 levels in their wines to acceptable legal limits through responsible wine making and filtering
6 procedures, the Defendant wineries do not, and instead manufacture, distribute, and/or sell these
7 arsenic-contaminated wines and conceal and do not disclose, warn, or otherwise advise, to their
8 customers or to the ultimate consumers, the existence and/or the dangers/risks posed by the toxic
9 excessive levels of inorganic arsenic contamination in their wine.

10 4. Defendants' sale of arsenic-contaminated wine violates California laws and standards,
11 poses a risk to the public, and unfairly undercuts those wine makers and sellers who do not make or
12 sell arsenic tainted wines. Responsible California wineries who do have proper methods and
13 processes in place to reduce inorganic arsenic to acceptable levels are unable to compete at the same
14 price point in the wine market with those wineries who choose instead not to implement the proper
15 methods and processes (and incur the costs thereof) to ensure their wine customers are not exposed to
16 dangerous levels of inorganic arsenic from their contaminated wines. 5. For years,

17 Defendants have long known and/or should have known about the serious health risks posed to their
18 consumers by failing to limit and reduce the amount of highly toxic inorganic arsenic in the offending
19 wines. Yet instead of reducing the exposure to acceptable levels as responsible wineries have done,
20 Defendants have knowingly and recklessly engaged in a consistent pattern and practice of selling
21 arsenic-contaminated wine to California consumers, without disclosing either the existence of the
22 toxin in their product, or the health risks it posed, thereby secretly poisoning wine consumers in direct
23 violation of California law.

24 6. This is a consumer class action that seeks, among other things, injunctive relief, civil
25 penalties, disgorgement, and damages to remedy several years of Defendants' negligent, reckless
26 and/or knowing sale of inorganic arsenic contaminated wines, as well as Defendants' failure to warn
27 California wine consumers of the existence of, and the dangers/risks associated with, consuming
28 inorganic arsenic when they drink Defendants' contaminated wines, identified in part in **Exhibit A**,

1 attached hereto. Plaintiffs, upon information and belief, further allege that Defendants are also in
2 violation of California law for the years prior and subsequent to the vintage identified for each
3 wine/variety in **Exhibit A**. The State of California has known, at least since 1987, that exposure to
4 inorganic arsenic causes cancer and causes and/or contributes to a host of other debilitating/fatal
5 diseases. This action further seeks to remedy Defendants' unfair, misleading and deceptive conduct,
6 and to ensure that all wine consumers are, at the very least, warned that they are being exposed to
7 toxic levels of inorganic arsenic before purchasing and/or consuming any of the Defendants' wine.

8 **PARTIES**

9 7. Plaintiff Doris Charles is an individual and resident of San Diego County, State of
10 California.

11 8. Plaintiff Alvin Jones is an individual and resident of Los Angeles County, State of
12 California.

13 9. Plaintiff Jason Peltier is an individual and resident of San Diego County, State of
14 California.

15 10. Plaintiff Jennifer Peltier is an individual and resident of San Diego County, State of
16 California.

17 11. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively, "Franzia")
18 produce, manufacture, sell and/or distribute wine in California and throughout the United States and
19 the world. The Wine Group, Inc., upon information and belief, is a parent company, with its principal
20 place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine Group, LLC,
21 upon information and belief, is a limited liability company, with its principal place of business located
22 at 4596 South Tracy Blvd., Tracy, California. Franzia defendants sell, or have, at times relevant to
23 this Complaint, manufactured, distributed, or sold **Franzia** (*Vintner Select White Grenache, Ex. A,*
24 *line 34; White Zinfandel, Ex. A, line 35; Vintner Select White Merlot, Ex. A, line 36; Vintner Select*
25 *Burgundy, Ex. A, line 37*) brand wine.

26 12. Defendants Sutter Home Winery, Inc., d/b/a, Trinchero Family Estates and Folie à
27 Deux Winery (collectively, "Ménage à Trois") produce, manufacture, sell and/or distribute wine in
28 California and throughout the United States and the world. Sutter Home Winery, Inc., d/b/a,

1 Trinchero Family, upon information and belief, is a parent company, with its principal place of
2 business located at 100 St. Helena Highway South Street, Helena, California; and Folie à Deux
3 Winery, upon information and belief, is a subsidiary company, with its principal place of business
4 located at 7481 St. Helena Highway, Oakville California. Ménage à Trois defendants sell, or have, at
5 times relevant to this Complaint, manufactured, distributed, or sold **Ménage à Trois** (*Pinot Grigio*,
6 *Ex. A, line 42; Moscato, Ex. A, line 43; White Blend, Ex. A, line 44; Chardonnay, Ex. A, line 45; Rose*,
7 *Ex. A, line 46; Cabernet Sauvignon, Ex. A, line 47; California Red Wine, Ex. A, line 48*) brand wines.

8 13. Defendants Sutter Home Winery, Inc., d/b/a, Trinchero Family Estates, and California
9 Natural Products (collectively, "Wine Cube") produce, manufacture, sell and/or distribute wine in
10 California and throughout the United States and the world. Sutter Home Winery, Inc., d/b/a,
11 Trinchero Family, upon information and belief, is a parent company, with its principal place of
12 business located at 100 St. Helena Highway South Street, Helena, California; and California Natural
13 Products, Co., upon information and belief, is a subsidiary company, with its principal place of
14 business located at 1250 East Lathrop Road, Lathrop, California. Wine Cube defendants sell, or have,
15 at times relevant to this Complaint, manufactured, distributed, or sold **Wine Cube** (*Moscato, Ex. A,*
16 *line 75; Pink Moscato, Ex. A., line 76; Pinot Grigio, Ex. A, lines 77-78; Chardonnay, Ex. A, lines 79-*
17 *80; Red Sangria, Ex. A, line 81; Sauvignon Blanc, Ex. A, line 82; Cabernet Sauvignon/Shiraz, Ex. A,*
18 *line 83*) brand wines.

19 14. Defendants Sutter Home Winery, Inc., d/b/a, Trinchero Family Estates, Rebel Wine
20 Co., LLC and California Natural Products (collectively, "Bandit") produce, manufacture, sell and/or
21 distribute wine in California and throughout the United States and the world. Sutter Home Winery,
22 Inc., d/b/a, Trinchero Family, upon information and belief, is a parent company, with its principal
23 place of business located at 100 St. Helena Highway South Street, Helena, California; Rebel Wine
24 Co., LLC, upon information and belief, is a subsidiary company, with its principal place of business
25 located at 100 St. Helena Highway South Street, Helena, California; and California Natural Products,
26 upon information and belief, is a subsidiary company, with its principal place of business located at
27 1250 East Lathrop Road, Lathrop, California. Bandit defendants sell, or have, at times relevant to this
28 Complaint, manufactured, distributed, or sold **Bandit** (*Pinot Grigio, Ex. A, line 10; Chardonnay, Ex.*

1 *A, line 11; Cabernet Sauvignon, Ex. A, line 12)* brand wines.

2 15. Defendants Sutter Home Winery, Inc., d/b/a, Trinchero Family Estates and California
3 Natural Products (collectively, "Sutter Home") produce, manufacture, sell and/or distribute wine in
4 California and throughout the United States and the world. Sutter Home Winery, Inc., upon
5 information and belief, is a parent company, with its principal place of business located at 100 St.
6 Helena Highway South Street, Helena, California; and California Natural Products, upon information
7 and belief, is a subsidiary company, with its principal place of business located at 1250 East Lathrop
8 Road, Lathrop, California. Sutter Home defendants sell, or have, at times relevant to this Complaint,
9 manufactured, distributed, or sold and **Sutter Home** (*Sauvignon Blanc, Ex. A, line 58;*
10 *Gewurztraminer, Ex. A, line 59; Pink Moscato, Ex. A, line 60; Pinot Grigio, Ex. A, line 61; Moscato,*
11 *Ex. A, line 62; Chenin Blanc, Ex. A., line 63; Sweet Red, Ex. A, line 64; Riesling Ex. A, line 65; White*
12 *Merlot, Ex. A, line 66; Merlot, Ex. A, line 67; White Zinfandel, Ex. A, lines 68-69; Zinfandel, Ex. A,*
13 *line 70)* brand wines.

14 16. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively, "Mogen
15 David") produce, manufacture, sell and/or distribute wine in California and throughout the United
16 States and the world. The Wine Group, Inc., upon information and belief, is a parent company, with
17 its principal place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine
18 Group, LLC, upon information and belief, is a limited liability company, with its principal place of
19 business located at 4596 South Tracy Blvd., Tracy, California. Mogen David defendants sell, or have,
20 at times relevant to this Complaint, manufactured, distributed, or sold **Mogen David** (*Concord, Ex. A,*
21 *line 49; Blackberry Wine, Ex. A, line 50)* brand wines.

22 17. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively,
23 "Concannon ") produce, manufacture, sell and/or distribute wine in California and throughout the
24 United States and the world. The Wine Group, Inc., upon information and belief, is a parent company,
25 with its principal place of business located at 4596 South Tracy Blvd., Tracy, California; and The
26 Wine Group, LLC, upon information and belief, is a limited liability company, with its principal place
27 of business located at 4596 South Tracy Blvd., Tracy, California. Concannon defendants sell, or
28 have, at times relevant to this Complaint, manufactured, distributed, or sold **Concannon** (*Glen Ellen*

1 *Reserve Pinot Grigio, Ex. A, line 20; Selected Vineyards Pinot Noir, Ex. A, line 21; Glen Ellen*
2 *Reserve Merlot, Ex. A, line 22)* brand wines.

3 18. Defendants The Wine Group, Inc., The Wine Group, LLC and Varni Brothers, Corp.
4 (collectively, "Flipflop") produce, manufacture, sell and/or distribute wine in California and
5 throughout the United States and the world. The Wine Group, Inc., upon information and belief, is a
6 parent company, with its principal place of business located at 4596 South Tracy Blvd., Tracy,
7 California; The Wine Group, LLC, upon information and belief, is a limited liability company, with its
8 principal place of business located at 4596 South Tracy Blvd., Tracy, California; and Varni Brothers
9 Corp., upon information and belief, is a company, with its principal place of business located at 400
10 Hosmer Ave., Modesto, California. Flipflop defendants sell, or have, at times relevant to this
11 Complaint, manufactured, distributed, or sold **Flipflop** (*Pinot Grigio, Ex. A, line 30; Moscato, Ex. A,*
12 *line 31; Cabernet Sauvignon, Ex. A, line 32)* brand wine.

13 19. Defendants Treasury Wines Estates Americas Co., Treasury Wines Estates Holding,
14 Inc. and Beringer Vineyards (collectively, "Beringer") produce, manufacture, sell and/or distribute
15 wine in California and throughout the United States and the world. Treasury Wines Estates Americas
16 Co., upon information and belief, is a parent company, with its principal place of business located 610
17 Air Park Road, Napa, California; Treasury Wines Estates Holding, Inc., upon information and belief,
18 is an ultimate parent company, with its principal place of business located at PO Box 4500, Napa,
19 California; and Beringer Vineyards, upon information and belief, is a company, with its principal
20 place of business located 2000 Main St., St. Helena, California. Beringer defendants sell, or have, at
21 times relevant to this Complaint, manufactured, distributed, or sold **Beringer** (*White Merlot, Ex. A,*
22 *line 14; White Zinfandel, Ex. A, line 15; Red Moscato, Ex. A, line 16; Refreshingly Sweet Moscato, Ex.*
23 *A, line 17)* brand wine.

24 20. Defendants Sutter Home Winery, Inc., d/b/a, Trinchero Family Estates and SeaGlass
25 Wine Co. (collectively, "SeaGlass") produce, manufacture, sell and/or distribute wine in California
26 and throughout the United States and the world. Sutter Home Winery, Inc., d/b/a, Trinchero Family,
27 upon information and belief, is a parent company, with its principal place of business located at 100
28 St. Helena Highway South Street, Helena, California; and SeaGlass Wine Co., upon information and

1 belief, is a company, with its principal place of business located at PO Box 248, St. Helena,
2 California. SeaGlass defendants sell, or have, at times relevant to this Complaint, manufactured,
3 distributed, or sold **SeaGlass** (*Sauvignon Blanc*, *Ex. A*, line 55) brand wine.

4 21. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively, "Tribuno")
5 produce, manufacture, sell and/or distribute wine in California and throughout the United States and
6 the world. The Wine Group, Inc., upon information and belief, is a parent company, with its principal
7 place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine Group, LLC,
8 upon information and belief, is a limited liability company, with its principal place of business located
9 at 4596 South Tracy Blvd., Tracy, California. Tribuno defendants sell, or have, at times relevant to
10 this Complaint, manufactured, distributed, or sold **Tribuno** (*Sweet Vermouth*, *Ex. A*, line 72) brand
11 wine.

12 22. Defendants Constellation Wines, US and Smith & Hook Winery Corporation, a/k/a
13 Smith and Hook, d/b/a Hahn Family Wines (collectively, "HRM Rex-Goliath") produce, manufacture,
14 sell and/or distribute wine in California and throughout the United States and the world. Constellation
15 Wines, US, upon information and belief, is a company, with its principal place of business located at
16 801 Main Street, St. Helena, California; Hahn Family Wines, upon information and belief, is a
17 company, with its principal place of business located at 700 California Boulevard, Napa, California;
18 and Smith & Hook Winery Corporation, a/k/a Smith and Hook, upon information and belief, is a
19 company, with its principal place of business located at 37700 Foothill Road (Drawer C), Soledad,
20 California. HRM Rex-Goliath defendants sell, or have, at times relevant to this Complaint,
21 manufactured, distributed, or sold **HRM Rex-Goliath** (*Moscato*, *Ex. A*, line 39) brand wine.

22 23. Defendant Fetzer Vineyards (individually, "Fetzer") produces, manufactures, sells
23 and/or distributes wine in California and throughout the United States and the world. Fetzer
24 Vineyards, upon information and belief, is a subsidiary, with its principal place of business located at
25 12901 Old River Road, Hopland, California. Fetzer defendant sells, or has, at times relevant to this
26 Complaint, manufactured, distributed, or sold **Fetzer** (*Moscato*, *Ex. A*, line 27; *Pinot Grigio*, *Ex. A*,
27 line 28) brand wine.

28 24. Defendant F. Korbel & Bros., Inc. (individually, "Korbel") produces, manufactures,

1 sells and/or distributes wine in California and throughout the United States and the world. F. Korbel
2 & Bros., Inc., upon information and belief, is a company, with its principal place of business located at
3 13250 River Road, Guerneville, California. Defendant Korbel sells, or has, at times relevant to this
4 Complaint, manufactured, distributed, or sold **Korbel** (*Sweet Rose Sparkling Wine, Ex. A, line 40;*
5 *Extra Dry Sparkling Wine, Ex. A, line 41*) brand wine.

6 25. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively, "Corbett
7 Canyon") produce, manufacture, sell and/or distribute wine in California and throughout the United
8 States and the world. The Wine Group, Inc., upon information and belief, is a parent company, with
9 its principal place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine
10 Group, LLC, upon information and belief, is a limited liability company, with its principal place of
11 business located at 4596 South Tracy Blvd., Tracy, California. Corbett Canyon defendants sell, or
12 have, at times relevant to this Complaint, manufactured, distributed, or sold **Corbett Canyon** (*Pinot*
13 *Grigio, Ex. A, line 24; Cabernet Sauvignon, Ex. A, line 25*) brand wine.

14 26. Defendants Megan Mason and Randy Mason, d/b/a Mason Cellars and Oakville
15 Winery Management Corp., GP (collectively, "Pomelo") produce, manufacture, sell and/or distribute
16 wine in California and throughout the United States and the world. Megan Mason and Randy Mason,
17 d/b/a Mason Cellars, upon information and belief is a parent company, with its principal place of
18 business located at 5 Heritage Court, Yountville, California; and Oakville Winery Management Corp.,
19 GP, upon information and belief, is a company, with its principal place of business located at PO Box
20 434, Oakville, California. Pomelo defendants sell, or have, at times relevant to this Complaint,
21 manufactured, distributed, or sold **Pomelo** (*Sauvignon Blanc, Ex. A, line 52*) brand wine.

22 27. Defendants Constellation Wines, US, Woodbridge Winery, Inc. and Simply Naked
23 Winery (collectively, "Simply Naked") produce, manufacture, sell and/or distribute wine in California
24 and throughout the United States and the world. Constellation Wines, US, upon information and
25 belief, is a company, with its principal place of business located at 801 Main Street, St. Helena,
26 California; Woodbridge Winery, Inc., upon information and belief, is a company, with its principal
27 place of business located at 1649 E Victor Rd, 1C, Lodi, California; and Simply Naked Winery, upon
28 information and belief, is a company, with its principal place of business located in Acampo,

1 California. Simply Naked defendants sell, or have, at times relevant to this Complaint, manufactured,
2 distributed, or sold **Simply Naked** (*Moscato, Ex. A, line 56*) brand wine.

3 28. Defendants Winery Exchange, Inc. and Sonoma Wine Co., LLC (collectively,
4 “Acronym”) produce, manufacture, sell and/or distribute wine in California and throughout the United
5 States and the world. Winery Exchange, Inc., upon information and belief, is a company, with its
6 principal place of business located at 500 Redwood Blvd., Ste. 200, Novato California; and Sonoma
7 Wine Co., LLC, upon information and belief, is a limited liability company, with its principal place of
8 business located at 9119 Graton Road, Graton, California. Acronym defendants sell, or have, at times
9 relevant to this Complaint, manufactured, distributed, or sold **Acronym** (*Gr8rw Red Blend, Ex. A, line*
10 *1*) brand wine.

11 29. Defendants Constellation Wines, US and California Natural Products (collectively,
12 “Vendange”) produce, manufacture, sell and/or distribute wine in California and throughout the
13 United States and the world. Constellation Wines, US, upon information and belief, is a company,
14 with its principal place of business located at 801 Main Street, St. Helena, California; and California
15 Natural Products, upon information and belief, is a company, with its principal place of business
16 located at 1250 East Lathrop Road, Lathrop California. Vendange defendants sell, or have, at times
17 relevant to this Complaint, manufactured, distributed, or sold **Vendange** (*Merlot, Ex. A, line 73; White*
18 *Zinfandel, Ex. A, line 74*) brand wines.

19 30. Defendant Constellation Wines, US (individually, “Cooks”) produces, manufactures,
20 sells and/or distributes wine in California and throughout the United States and the world.
21 Constellation Wines, US, upon information and belief, is a company, with its principal place of
22 business located at 801 Main Street, St. Helena, California. Cooks defendant sells, or has, at times
23 relevant to this Complaint, manufactured, distributed, or sold **Cooks** (*Spumante, Ex. A, line 23*) brand
24 wine.

25 31. Defendants The Wine Group, Inc., The Wine Group, LLC, Constellation Wines, US,
26 (collectively, “Almaden”) produce, manufacture, sell and/or distribute wine in California and
27 throughout the United States and the world. The Wine Group, Inc., upon information and belief, is a
28 parent company, with its principal place of business located at 4596 South Tracy Blvd., Tracy,

1 California; The Wine Group, LLC, upon information and belief, is a limited liability company, with its
2 principal place of business located at 4596 South Tracy Blvd., Tracy, California; and Constellation
3 Wines, US, upon information and belief, is a company, with its principal place of business located at
4 801 Main Street, St. Helena, California. Almaden defendants sell, or have, at times relevant to this
5 Complaint, manufactured, distributed, or sold **Almaden** (*Heritage White Zinfandel, Ex. A, lines 2, 4;*
6 *Heritage Moscato, Ex. A, line 3; Heritage Chardonnay, Ex. A, line 5; Mountain Burgundy, Ex. A, line*
7 *6; Mountain Rhine, Ex. A, line 7; Mountain Chablis, Ex. A, line 8*) brand wine.

8 32. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively, “Oak
9 Leaf”) produce, manufacture, sell and/or distribute wine in California and throughout the United
10 States and the world. The Wine Group, Inc., upon information and belief, is a parent company, with
11 its principal place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine
12 Group, LLC, upon information and belief, is a limited liability company, with its principal place of
13 business located at 4596 South Tracy Blvd., Tracy, California. Oak Leaf defendants sell, or have, at
14 times relevant to this Complaint, manufactured, distributed, or sold **Oak Leaf** (*White Zinfandel, Ex. A,*
15 *line 51*) brand wine.

16 33. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively, “Foxhorn”)
17 produce, manufacture, sell and/or distribute wine in California and throughout the United States and
18 the world. The Wine Group, Inc., upon information and belief, is a parent company, with its principal
19 place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine Group, LLC,
20 upon information and belief, is a limited liability company, with its principal place of business located
21 at 4596 South Tracy Blvd., Tracy, California. Foxhorn defendants sell, or have, at times relevant to
22 this Complaint, manufactured, distributed, or sold **Fox Horn** (*White Zinfandel, Ex. A, line 33*) brand
23 wine.

24 34. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively,
25 “Trapiche”) produce, manufacture, sell and/or distribute wine in California and throughout the United
26 States and the world. The Wine Group, Inc., upon information and belief, is a parent company, with
27 its principal place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine
28 Group, LLC, upon information and belief, is a limited liability company, with its principal place of

1 business located at 4596 South Tracy Blvd., Tracy, California. Trapiche defendants sell, or have, at
2 times relevant to this Complaint, manufactured, distributed, or sold **Trapiche** (*Malbec, Ex. A, line 71*)
3 brand wine.

4 35. Defendants The Wine Group, Inc., The Wine Group, LLC and Golden State Vintners
5 (collectively, "Fisheye") produce, manufacture, sell and/or distribute wine in California and
6 throughout the United States and the world. The Wine Group, Inc., upon information and belief, is a
7 parent company, with its principal place of business located at 4596 South Tracy Blvd., Tracy,
8 California; The Wine Group, LLC, upon information and belief, is a limited liability company, with its
9 principal place of business located at 4596 South Tracy Blvd., Tracy, California; and Golden State
10 Vintners, upon information and belief, is a parent company, with its principal place of business located
11 at 4596 South Tracy Blvd., Tracy, California. Fisheye defendants sell, or have, at times relevant to
12 this Complaint, manufactured, distributed, or sold **Fisheye** (*Pinot Grigio, Ex. A, line 29*) brand wine.

13 36. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively, "Bay
14 Bridge") produce, manufacture, sell and/or distribute wine in California and throughout the United
15 States and the world. The Wine Group, Inc., upon information and belief, is a parent company, with
16 its principal place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine
17 Group, LLC, upon information and belief, is a limited liability company, with its principal place of
18 business located at 4596 South Tracy Blvd., Tracy, California. Bay Bridge defendants sell, or have, at
19 times relevant to this Complaint, manufactured, distributed, or sold **Bay Bridge** (*Chardonnay, Ex. A,*
20 *Line 13*) brand wine.

21 37. Defendants The Wine Group, Inc. and The Wine Group, LLC (collectively,
22 "Cupcake") produce, manufacture, sell and/or distribute wine in California and throughout the United
23 States and the world. The Wine Group, Inc., upon information and belief, is a parent company, with
24 its principal place of business located at 4596 South Tracy Blvd., Tracy, California; and The Wine
25 Group, LLC, upon information and belief, is a limited liability company, with its principal place of
26 business located at 4596 South Tracy Blvd., Tracy, California. Cupcake defendants sell, or have, at
27 times relevant to this Complaint, manufactured, distributed, or sold **Cupcake** (*Malbec, Ex. A, line 26*)
28 brand wine.

1 38. Defendants Treasury Wines Estates Americas Co. and Treasury Wines Estates Holding,
2 Inc. (collectively, "Colores Del Sol") produce, manufacture, sell and/or distribute wine in California
3 and throughout the United States and the world. Treasury Wines Estates Americas Co., upon
4 information and belief, is a parent company, with its principal place of business located 610 Air Park
5 Road, Napa, California; and Treasury Wines Estates Holding, Inc., upon information and belief, is an
6 ultimate parent company, with its principal place of business located at PO Box 4500, Napa,
7 California. Colores Del Sol defendants sell, or have, at times relevant to this Complaint,
8 manufactured, distributed, or sold **Colores Del Sol** (*Malbec, Ex. A, line 19*) brand wine.

9 39. Defendant Winery Exchange, Inc. (individually, "Arrow Creek") produces,
10 manufactures, sells and/or distributes wine in California and throughout the United States and the
11 world. Winery Exchange, Inc., upon information and belief, is a company, with its principal place of
12 business located 500 Redwood Blvd., Ste. 200, Novato, California. Defendant Arrow Creek sold, or
13 have, at times relevant to this Complaint, manufactured, distributed, or sold **Arrow Creek** (*Coastal*
14 *Series Cabernet Sauvignon, Ex. A, line 9*) brand wine.

15 40. Defendant Winery Exchange, Inc. (individually, "Hawkstone") produces,
16 manufactures, sells and/or distributes wine in California and throughout the United States and the
17 world. Winery Exchange, Inc., upon information and belief, is a company, with its principal place of
18 business located 500 Redwood Blvd., Ste. 200, Novato, California. Defendant Hawkstone sold, or
19 have, at times relevant to this Complaint, manufactured, distributed, or sold **Hawkstone** (*Cabernet*
20 *Sauvignon, Ex. A, line 38*) brand wine.

21 41. Defendant Constellation Wines, US (individually, "Richards Wild Irish Rose")
22 produces, manufactures, sells and/or distributes wine in California and throughout the United States
23 and the world. Constellation Wines, US, upon information and belief, is a company, with its principal
24 place of business located at 801 Main Street, St. Helena, California. Richard Wild Irish Rose
25 defendant sells, or has, at times relevant to this Complaint, manufactured, distributed, or sold **Richard**
26 **Wild Irish Rose** (*Red Wine, Ex. A, line 54*) brand wine.

27 42. Defendants Don Sebastiani & Sons International Wine Négociants, Corp. and Don
28 Sebastiani & Sons International Wine Négociants (collectively, "Smoking Loon") produce,

1 manufacture, sell and/or distribute wine in California and throughout the United States and the world.
2 Don Sebastiani & Sons International Wine Négociants, Corp., upon information and belief, is a
3 company, with its principal place of business located 485 1st West, Sonoma, California; and California
4 and Don Sebastiani & Sons International Wine Négociants, upon information and belief, is a parent
5 company, with its principal place of business located at 520 Airport Road, Napa, California. Smoking
6 Loon defendants sell, or have, at times relevant to this Complaint, manufactured, distributed, or sold
7 **Smoking Loon** (*Viognier, Ex. A, line 57*) brand wine.

8 43. Defendants Bronco Wine Company and Trader Joe's Company (collectively, "Charles
9 Shaw") produce, manufacture, sell and/or distribute wine in California and throughout the United
10 States and the world. Bronco Wine Company, upon information and belief, is a parent company, with
11 its principal place of business located 6342 Bystrum Road, Ceres, California; and Trader Joe's
12 Company, upon information and belief, is a company, with its principal place of business located 800
13 S. Shamrock Ave., Monrovia, California. Charles Shaw defendants sell, or have, at times relevant to
14 this Complaint, manufactured, distributed, or sold **Charles Shaw** (*White Zinfandel, Ex. A, line 18*)
15 brand wine.

16 44. Defendants Jean-Claude Boisset Wines, USA Inc. and Raymond Vineyard and
17 Cellar/Raymond Vineyard and Cellar, Inc. (collectively, "R. Collection by Raymond") produce,
18 manufacture, sell and/or distribute wine in California and throughout the United States and the world.
19 Jean-Claude Boisset Wines, USA, Inc., upon information and belief, is a subsidiary company, with its
20 principal place of business is located at 849 Zinfandel Lane, Saint Helena, California; and Raymond
21 Vineyard and Cellar/Raymond Vineyard and Cellar, Inc., upon information and belief, are subsidiary
22 companies, with their principal place of business located at 849 Zinfandel Lane, Saint Helena,
23 California. R. Collection by Raymond defendants sell, or have, at times relevant to this Complaint,
24 manufactured, distributed, or sold **R. Collection by Raymond** (*Chardonnay, Ex. A, line 53*) brand
25 wine.

26 45. Plaintiffs are currently ignorant of the true names and capacities, whether individual,
27 corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1
28 through 200, inclusive, and therefore sue such defendants by such fictitious names. Plaintiffs will

1 amend this complaint to allege the true names and capacities of said fictitiously named defendants
2 when their true names and capacities have been ascertained. Plaintiffs are informed and believe and
3 thereon allege that each of the fictitiously named Doe defendants are legally responsible in some
4 manner for the events and occurrences alleged herein, and for the damages suffered by Plaintiffs and
5 members of the Class.

6 46. As sued herein, "Defendants" shall mean the above-named Defendants, including all
7 entities through which they do business and its predecessors, successors, affiliates, representatives,
8 attorneys, employees, and/or assigns who, in concert and/or acting as agents for one another, engaged
9 in the conduct complained of herein.

10 **JURISDICTION AND VENUE**

11 47. This class action is brought pursuant to the California Code of Civil Procedure section
12 382. The damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limit of the
13 Superior Court and will be established according to proof at trial.

14 48. This Court has jurisdiction over this action pursuant to the California Constitution,
15 Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except those
16 given by statute to other courts." The statutes under which this action is brought do not specify any
17 other basis for jurisdiction.

18 49. This Court has jurisdiction over the Defendants because, upon information and
19 belief, each Defendant is a citizen and/or resident of California.

20 50. Venue is proper in this Court because, upon information and belief, all Defendants
21 reside in and/or transact business in this County and the acts and omissions alleged herein took place
22 in this County.

23 **GENERAL ALLEGATIONS**

24 51. All allegations in this complaint are based on information and belief that they will have
25 evidentiary support, after a reasonable opportunity for further investigation or discovery. Whenever
26 allegations in this complaint are contrary or inconsistent, such allegations shall be deemed to be
27 alleged in the alternative.
28

1 **FACTUAL ALLEGATIONS**

2 52. California contains the largest wine region in the United States. California has more
3 than 1,200 wineries, ranging from small boutique wineries to large corporations. California wineries
4 account for nearly 90 percent of American wine production, and are responsible for producing more
5 than 60% of all wine consumed in the country. If California were a separate country, it would be the
6 fourth largest wine producer in the world. According to the Wine Institute, in 2013, California wine
7 shipments within the United States alone were 215 million cases - 2,580,000,000 bottles of wine -
8 with an estimated retail value of \$23.1 billion.

9 53. California wineries typically do not disclose the ingredients or chemicals (beyond
10 alcohol content and sulfites) that are present in the wine they are selling. Moreover, no government
11 regulatory agency is regularly monitoring or testing these wines to ensure they are free from toxic
12 poisons that could sicken or kill consumers over time. Specifically, no government agency is
13 regularly testing wine for toxic ingredients such as inorganic arsenic, leaving the wineries to police
14 their own wines, and wine consumers to fend for themselves, without regulatory protection or the
15 necessary warnings to make an informed decision.

16 54. Wine may contain both organic and inorganic arsenic. Of these, inorganic arsenic is
17 substantially more toxic and dangerous to humans. Based upon independent sample testing on the
18 wines at issue in this complaint, inorganic arsenic makes up the overwhelming majority of the arsenic
19 in these wines. Inorganic arsenic is: (1) acutely toxic when introduced into the human body; (2)
20 proven to cause cancer; (3) known to cause and contribute to a host of debilitating illnesses, and (4)
21 when consumed over time, increases the likelihood of early death. The World Health Organization
22 classifies inorganic arsenic as a "MAJOR PUBLIC HEALTH CONCERN." Ingestion of arsenic can
23 cause nausea, vomiting, abdominal pain, severe diarrhea, disturbances of the cardiovascular and
24 nervous systems, and eventual death. Chronic arsenic toxicity results in multi-system disease and has
25 been linked to a variety of dermal symptoms (exfoliative dermatitis, keratosis, vitiligo, skin cancer),
26 peripheral neuropathy, encephalopathy, bronchitis, pulmonary fibrosis, portal hypertension, peripheral
27 vascular disease/"black foot disease," atherosclerosis, various cancers (including skin, bladder, lung,
28 liver, kidney, nasal passage, prostate and colon cancer) and diabetes mellitus.

1 55. Along with the alarming carcinogenicity of arsenic and its implication in multiple
2 cancers (including skin, bladder, lung, liver, kidney, nasal passages, prostate and colon), comes the
3 very real concern which has been identified in medical literature between arsenic toxicity, type 2
4 diabetes mellitus and obesity. This association is of the utmost importance, as incidence and
5 prevalence of type 2 diabetes and obesity have reached epidemic proportions representing a public
6 health emergency. Specifically, the U.S. Center for Disease Control projects that 1 in 3 of children
7 born in the year 2000 will become diabetic in their lifetime, and 1 in 2 among Hispanic females.

8 56. While inorganic arsenic is considered to be more toxic than organic arsenic, several
9 methyl and phenyl derivatives of arsenic such as monomethylarsonic acid (MMA), and dimethyl
10 arsenic acid (DMA) are of possible health concern as per the Agency for Toxic Substances and
11 Disease Registry (*ATSDR*) 2007 *Toxicological Profile for Arsenic* (1). The International Agency for
12 Research on Cancer has classified arsenic as a Class I human carcinogen. The U.S. Environmental
13 Protection Agency clearly states that the maximum contaminant level goal (MCLG) for *any* arsenic is
14 *zero*, based on the best available science to prevent potential health problems. The resulting
15 maximum contaminant level (MCL) , which represents the enforceable target level for arsenic in
16 water, considers cost and feasibility and was set at 10 ppb. Of note, this measurement is for *total*
17 arsenic and does not consider or require any speciation analysis of organic versus inorganic.

18 57. Defendants manufacture and/or distribute wines labeled, marketed and intended for
19 immediate human consumption (without being made a constituent or ingredient of another product,
20 nor requiring substantial additional preparation), including but not limited to the wines referenced
21 herein. These wines are manufactured, distributed and/or sold in California.

22 58. Defendants produce, manufacture and/or distribute wine in California that contains
23 inorganic arsenic in amounts far in excess of what is allowed in drinking water. Defendants do not
24 warn that their products contain unsafe amounts of inorganic arsenic, nor do they disclose even the
25 existence of inorganic arsenic in the wine. Consequently, Defendants' California wine consumers
26 have been made unwitting "guinea pigs" of arsenic exposure, being involuntarily exposed to toxic
27 levels of inorganic arsenic over and over again by the Defendants. Even today, with the sophisticated
28 testing equipment available to wine makers and distributors, Defendants still conceal and/or refuse to

1 warn the typical California wine consumer about the true risks they are taking by ingesting and
2 consuming their product.

3 59. The wines at issue in this case contain toxic inorganic arsenic at levels that exceed
4 California standards, resulting in human ingestion/exposure to Class I carcinogens without any
5 disclosure or warning to the consumer.

6 60. Inorganic arsenic has long been known to be toxic to humans, and acceptable limits of
7 inorganic arsenic in food and drink have been repeatedly lowered over the years. It is now well-
8 understood that even very small amounts of inorganic arsenic can be harmful to humans.

9 61. During the four years preceding the filing of this complaint, in Los Angeles County,
10 California, Defendants sold, and Plaintiffs and the other members of the Class purchased Defendants'
11 wine, described above.

12 62. Plaintiffs and other similarly situated California consumers bought the wine primarily
13 for personal, family, or household purchases. Defendants know and intend that individuals will
14 consume their wines.

15 63. The named Defendants produce and distribute wine to California consumers at
16 inorganic arsenic levels significantly higher than what the State of California considers the maximum
17 acceptable limit for safe daily exposure.

18 64. Each of the Defendants manufacture and/or distribute and/or sell wine in California
19 containing toxic levels of inorganic arsenic, yet Defendants have failed, and continue to fail, to
20 comply with state health law standards or to provide the wine consumer with any warning of this fact.
21 Defendants actually knew and/or should have known of the toxic levels of inorganic arsenic in their
22 wines, yet continued to manufacture and/or distribute their toxic wine without disclosing or warning
23 of that fact, instead actively concealing such information from the general public.

24 65. Defendants' marketing and advertising of their wines was, and continues to be unfair,
25 untrue, deceptive and misleading. This conduct includes, but is not limited to:

- 26 (a) Failing to warn that Defendants' wine contains inorganic arsenic, a chemical
27 known to the State of California to cause cancer and other serious illnesses;
28 (b) Failing to warn that Defendants' wine contains levels of inorganic arsenic

1 widely considered to be unsafe and inappropriate for human consumption;

2 (c) Representing to Plaintiffs and similarly situated consumers and the general
3 public that Defendants' wines were safe and fit for human use, knowing that
4 said representations were false, and concealing from Plaintiffs and similarly
5 situated consumers and the general public that its wine contains inorganic
6 arsenic;

7 (d) Engaging in advertising programs designed to create the image, impression and
8 belief by consumers that Defendants' wines are safe and fit for human use, even
9 though Defendants knew this to be false, and even though Defendants had no
10 reasonable grounds to believe them to be true; and

11 (e) Purposefully downplaying and understating the health hazards and risks
12 associated with Defendants' wines.

13 66. Defendants could have taken measures to limit or reduce the amount of inorganic
14 arsenic levels in the offending wines to allowable levels, but did not do so in order to enjoy additional
15 profits at the expense of the wine consumer.

16 67. But for Defendants' unfair, untrue, deceptive and misleading conduct, Defendants
17 would not have been able to sell the wine and Plaintiffs and other similarly situated California
18 consumers would not have purchased the wine.

19 68. But for Defendants' unfair, untrue, deceptive and misleading conduct, Defendants
20 would have to warn consumers of the inorganic arsenic in its wine or take steps in the manufacturing
21 of the wine to prevent unsafe levels of inorganic arsenic from getting into the wine or to reduce the
22 unsafe levels of inorganic arsenic in the wine.

23 69. Plaintiffs and all other California consumers similarly situated are therefore entitled to
24 damages and full restitution of their purchases of Defendants' wines. All Plaintiffs, and all others
25 similarly situated are also entitled to injunctive relief to prevent the continued sale of wine with
26 excessive levels of inorganic arsenic. In addition, all consumers of Defendants' wines who were
27 denied the ability to make a knowing choice as to whether to purchase the wines with excessive levels
28 of inorganic arsenic should be refunded the full purchase price of the wines.

70. As a result of Defendants' conduct described above, Plaintiffs and the Class have in fact suffered economic injuries and lost money, including the purchase price of the wine, as described herein.

CLASS ALLEGATIONS

71. Plaintiffs bring this action on their own behalf and on behalf of all persons similarly situated pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent the following Class:

All persons residing in California who purchased any of the Wines Listed on Exhibit A of any vintage from January 1, 2011 through the present.

72. Upon information and belief, the scope of this Class definition, including its temporal scope, may be further refined after discovery of Defendants' and/or third party records.

73. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendants' officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

74. All members of the Class, and any subclass that may be certified, were and are similarly affected by Defendants' conduct or omission regarding the non-disclosure of the toxic substances in the product, and the relief sought herein is for the benefit of Plaintiffs and members of the Class and any subclass.

75. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs are a member of the Class they seek to represent. Plaintiffs are members of a Class of California consumers, and the members of this Class of consumers were similarly situated and similarly affected by the conduct alleged of Defendants and incurred similar damage, as alleged in this complaint, as a result of Defendants' conduct. Members of the Class are ascertainable from Plaintiffs' description of the Class and/or Defendants' records and/or records of third parties accessible through discovery.

76. The representative Plaintiffs will fairly and adequately represent the members of the Class and have no interests that are antagonistic to the claims of the Class. Plaintiffs' interests in this

1 action are antagonistic to the interests of Defendants, and they will vigorously pursue the claims of the
2 Class.

3 77. The representative Plaintiffs have retained counsel who are competent and experienced
4 in consumer class action litigation, and have successfully represented consumers in complex class
5 actions.

6 78. Common questions of law or fact impact the rights of each member of the Class and a
7 common remedy by way of permissible damages, restitutionary disgorgement and/or injunctive relief
8 is sought for the Class.

9 79. There are numerous and substantial questions of law or fact common to all members of
10 the Class that will predominate over any individual issues, including but not limited to:

- 11 (a) whether Defendants' wines contain unacceptably high levels of inorganic arsenic;
- 12 (b) whether Defendants were required to disclose to the Class that their wines contain
- 13 unacceptably high levels of inorganic arsenic;
- 14 (c) whether the Class has been damaged as a result of Defendants' conduct;
- 15 (d) whether the Defendants have been unjustly enriched by their conduct;
- 16 (e) whether Defendants' conduct violated California law;
- 17 (f) whether the Class members are the beneficiaries of a warranty and if that warranty
- 18 has been breached.

19 80. A class action provides a fair and efficient method, if not the only method, for
20 adjudicating this controversy. The substantive claims of the representative Plaintiffs and the Class are
21 nearly identical and will require evidentiary proof of the same kind and application of the same law.

22 81. A class action is superior to other available methods for the fair and efficient
23 adjudication of this controversy because the number of Class members is believed to be at least in the
24 thousands and individual joinder is impracticable. The expense and burden of individual litigation
25 would make it impracticable or impossible for proposed Class members to prosecute their claims
26 individually. Trial of Plaintiffs' and the Class members' claims are manageable. Unless a Class is
27 certified, Defendants will be unjustly enriched at the expense of Class members.

28 82. There is no plain, speedy, or adequate remedy other than by maintenance of this class

1 action because Plaintiffs are informed and believe that damage to each member of the Class is
2 relatively small, making it economically unfeasible to pursue remedies other than by way of a class
3 action.

4 83. The persons in the Class are so numerous that the joinder of all such persons
5 individually in this case is impracticable, and the disposition of their claims in this case and as part of
6 a single class action lawsuit, rather than thousands of individual lawsuits, will benefit the parties and
7 greatly reduce the aggregate judicial resources that would be spent if this matter were handled as
8 thousands of separate lawsuits.

9 84. Plaintiffs know of no difficulty that will be encountered in the management of this
10 litigation, which would preclude its maintenance of a class action.

11 85. Defendants have acted on grounds generally applicable to the entire Class, thereby
12 making final injunctive relief or corresponding declaratory relief appropriate with respect to the Class
13 as a whole. Prosecution of separate actions by individual members of the Class would create the risk
14 of inconsistent or varying adjudications with respect to individual members of the Class that would
15 establish incompatible standards of conduct for the Defendants.

16 86. Without a class action, Defendants will likely retain the benefit of their wrongdoing
17 and will continue a course of action that will result in further damages to Plaintiffs and the Class.
18 Plaintiffs envision no difficulty in the management of this action as a class action.

19 87. On the basis of all of the facts alleged hereinabove, Defendants' conduct and actions
20 were despicable, and were done maliciously, oppressively and fraudulently, with a willful and
21 conscious disregard of Plaintiffs' rights, thereby subjecting Plaintiffs to unjust hardship and distress,
22 entitling Plaintiffs to punitive damages under California Civil Code section 3294. Defendants'
23 officers, directors and managing agents were personally informed and involved in the decision-making
24 process with respect to the misconduct alleged herein and to be proven at trial.

1 **FIRST CAUSE OF ACTION**

2 **(Violation of Consumers Legal Remedies Act – Civ. Code § 1750, *et seq.*)**

3 **(By Plaintiffs and all Class members against all Defendants)**

4 88. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained
5 in the preceding paragraphs of this complaint as though fully set forth herein.

6 89. Plaintiffs are “consumers” within the meaning of California Civil Code § 1761(d).

7 90. Defendants have engaged in deceptive practices, unlawful methods of competition,
8 and/or unfair acts as defined by Civil Code section 1750, *et seq.*, to the detriment of Plaintiffs and
9 members of the Class. The following deceptive practices have been intentionally, knowingly, and
10 unlawfully perpetrated upon Plaintiffs and members of the Class by Defendants:

11 91. In violation of Civil Code section 1770(a)(2), Defendants misrepresented the source,
12 sponsorship, approval, or certification of goods or services;

13 92. In violation of Civil Code section 1770(a)(5), Defendants represented that goods or
14 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which
15 they do not have;

16 93. In violation of Civil Code section 1770(a)(7), Defendants represented that goods or
17 services are of a particular standard, quality, or grade, or that goods are of a particular style or model,
18 if they are of another;

19 94. In violation of Civil Code section 1770(a)(9), Defendants advertised goods or services
20 with intent not to sell them as advertised.

21 95. As a result of the use or employment by Defendants of the above-alleged methods, acts,
22 and practices, Plaintiff and the Class suffered damage within the meaning of Civil Code section
23 1780(a), entitling them to, *inter alia*, restitution, injunctive relief, attorneys’ fees and costs. Plaintiffs
24 and the Class further intend to seek compensatory damages, and, in light of defendants willful and
25 conscious disregard for the rights of Plaintiffs and the Class, and in light of defendants’ intentional
26 and fraudulent concealment of material facts, Plaintiffs and the Class also intend to seek an award of
27 punitive damages. Pursuant to Civil Code section 1782(a), Plaintiffs will serve defendants with notice
28 of alleged violations of the CLRA by certified mail return receipt requested. If within 30 days after

1 the date of such notification Defendants fail to provide appropriate relief for the violations of the
2 CLRA, Plaintiffs will amend this complaint to seek monetary damages (both compensatory and
3 punitive) under the CLRA.

4 96. Plaintiffs and the Class request an injunction requiring Defendants to stop selling wine
5 to the public with excessive levels of inorganic arsenic.

6 **SECOND CAUSE OF ACTION**

7 **(Unfair Business Practices – Business & Professions Code § 17200, *et seq.*)**

8 **(By Plaintiffs and all Class members against all Defendants)**

9 97. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained
10 in the preceding paragraphs of this complaint as though fully set forth herein

11 98. California Business & Professions Code §17200 provides that unfair competition shall
12 mean and include “all unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or
13 misleading advertising.”

14 99. Defendants’ business practices are unlawful under Business & Professions Code
15 section 17200, *et seq.* by virtue of, among other things, Defendants’ violations of Health & Safety
16 Code § 25249.5, *et seq.*

17 100. Defendants’ business practices are unfair under California Business & Professions
18 Code section 17200 because it exposes California wine consumers to excessive levels of arsenic,
19 potentially damaging to their health, without warning.

20 101. Defendants’ business practices are fraudulent under Business & Professions Code
21 section 17200, *et seq.* because Defendants fail to warn of the high levels of arsenic, which conduct is
22 deceptive and likely to mislead the public.

23 102. As a result of Defendants’ illegal business practices, Plaintiffs and the members of the
24 Class are entitled to an order, pursuant to Business and Professions Code section 17203, enjoining
25 such future conduct and such other orders and judgments that may be necessary to provide
26 restitutionary disgorgement of Defendants’ ill-gotten gains and to restore to any Class member any
27 money paid for the tainted wine.
28

1 **THIRD CAUSE OF ACTION**

2 **(Misleading and Deceptive Advertising – Business & Professions Code, § 17500, *et seq.*)**

3 **(By Plaintiffs and all Class members against all Defendants)**

4 103. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained
5 in the preceding paragraphs of this complaint as though fully set forth herein.

6 104. California Business & Professions Code §17500 provides that it is unlawful for any
7 person, firm, corporation, or association to dispose of property or perform services, or to induce the
8 public to enter into any obligation relating thereto, through the use of untrue or misleading statements.

9 105. By engaging in the conduct described above, Defendants have committed acts of
10 disseminating untrue and misleading statements as defined by California Business & Professions Code
11 § 17500.

12 106. The foregoing practices constitute false and misleading advertising within the meaning
13 of California Business & Professions Code § 17500.

14 107. As a result of its conduct described above, Defendant has and will be unjustly enriched.
15 Specifically, Defendants have been unjustly enriched by receipt of ill-gotten gains from the sale of the
16 wine, sold in large part as a result of the acts and omissions described herein.

17 108. Pursuant to California Business California Business & Professions Code § 17535,
18 Plaintiffs seek an order of this court compelling the Defendants to provide restitution, damages and
19 injunctive relief calling for Defendants to cease such false and misleading advertising in the future.

20 **FOURTH CAUSE OF ACTION**

21 **(Unjust Enrichment)**

22 **(By Plaintiffs and all Class members against all Defendants)**

23 109. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained
24 in the preceding paragraphs of this complaint as though fully set forth herein.

25 110. As a result of Defendants' deceptive marketing and sale of its wine products, as
26 described above, Defendants were enriched, at the expense of Plaintiffs and those similarly situated,
27 through the payment of the purchase price for the wine.

28 111. Under the circumstances, it would be against equity and good conscience to permit

1 Defendants to retain the ill-gotten benefits that it received from Plaintiffs and those similarly situated,
2 in light of the fact that the wines purchased by Plaintiffs, and those similarly situated, was not what
3 Defendants purported it to be, *i.e.*, a product safe for human consumption and free of toxins at any
4 level for which labeling and disclosure was required. This, it would be unjust or inequitable for
5 Defendants to retain the benefit without restitution to the Plaintiffs, and those similarly situated, for
6 monies paid to Defendants for the wine.

7 **FIFTH CAUSE OF ACTION**

8 **(Breach of the Implied Warranty of Merchantability)**

9 **(By Plaintiffs and all Class members against all Defendants)**

10 112. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained
11 in the preceding paragraphs of this complaint as though fully set forth herein.

12 113. Plaintiffs and other Class members purchased Defendants' wine product, which were
13 marketed and sold as compliant with California state disclosure requirements and free of toxins at any
14 level for which labeling and disclosure were required. Pursuant to these sales, Defendants impliedly
15 warranted that its wine products would be merchantable and fit for the ordinary purpose for which
16 such goods are used. They were not.

17 114. As a proximate result of this breach of warranty by Defendants, Plaintiffs and Class
18 members have suffered damages in an amount to be determined at trial. In addition, Plaintiffs and
19 Class members were deprived of the benefit of their bargain and spent money on Defendants wine
20 products, without being told it contained un-safe levels of toxic inorganic arsenic that made it unfit for
21 human consumption.

22 **SIXTH CAUSE OF ACTION**

23 **(Negligent Misrepresentation/Omission)**

24 **(By Plaintiffs and all claims members against all Defendants)**

25 115. Plaintiffs and the Class re-allege and incorporate by reference the allegations contained
26 in the preceding paragraphs of this complaint as though fully set forth herein.

27 116. Defendants owed a duty to Plaintiffs and Class members to exercise reasonable care in
28 making representations and disclosures about their wine when sold to consumers.

117. Defendants knew, or should have known by the exercise of reasonable care, that the wine contained unsafe amounts of inorganic arsenic and thus should not have sold the wine to consumers without proper labeling and disclosure of the risks of consumption.

118. Plaintiffs and the Class members believe and relied upon the failure to properly label and failure to disclose the risks posed to consumers of inorganic arsenic in their product when deciding to purchase the wine, and how much to pay for the wine.

119. As a direct and proximate result of Defendants' negligent and/or reckless conduct, Plaintiff and the Class have been damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs, individually and on behalf of all others similarly situated, and on behalf of the general public, pray for judgment against Defendants as follows:

1. For an order certifying this case as a class action, and appointing Plaintiffs and their counsel to represent the Class;

2. For a declaratory judgment that Defendants exposure to inorganic arsenic to consumers when drinking their wines is unlawful;

3. For an order requiring Defendants, at its own cost, to notify all Class members of the unlawful and deceptive conduct herein;

4. For an order requiring Defendants to make full disclosure of the risks of consuming inorganic arsenic from their wines on the wine's label such that it complies with all applicable food labeling rules and regulations;

5. For an order requiring Defendants to engage in corrective advertising regarding the conduct discussed above;

6. For an order awarding, as appropriate, compensatory damages and restitutionary disgorgement to Plaintiffs and the Class;

7. For an order enjoining Defendants from continuing to market, advertise, distribute, and sell these products in the unlawful manner described herein, and ordering Defendants to engage in corrective action;

8. For all remedies available pursuant to the Civil Code;

- 1 9. For an order awarding attorneys' fees and costs;
- 2 10. For an order awarding punitive damages;
- 3 11. For an order awarding pre- and post-judgment interest; and
- 4 12. For an order providing such further relief as this Court deems proper.

5
6 Dated: March 18, 2015

KABATECK BROWN KELLNER LLP

**BURG SIMPSON
ELDREDGE HERSH & JARDINE, P.C.**

**LEVIN PAPANTONIO THOMAS MITCHELL
RAFFERTY & PROCTOR, P.A.**

10
11 By: 

Brian S. Kabateck
Joshua H. Haffner
Attorneys for Plaintiffs

1 **DEMAND FOR JURY TRIAL**

2

3 Plaintiffs hereby demand a trial by jury of their claims.

4

5 Dated: March 18, 2015

KABATECK BROWN KELLNER LLP

BURG SIMPSON
ELDREDGE HERSH & JARDINE, P.C.

LEVIN PAPANTONIO THOMAS MITCHELL
RAFFERTY & PROCTOR, P.A.

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10 By: 

Brian S. Kabateck
Joshua H. Haffner
Attorneys for Plaintiffs

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Exhibit A

EXHIBIT A

NO	BRAND	CONSUMER ITEM DESCRIPTION	DEFENDANT	YEAR
1	ACRONYM	GR8RW RED BLEND	WINERY EXCHANGE	2011*
2	ALMADEN	HERITAGE WHITE ZINFANDEL	THE WINE GROUP	NV*
3	ALMADEN	HERITAGE MOSCATO	THE WINE GROUP	NV*
4	ALMADEN	HERITAGE WHITE ZINFANDEL	THE WINE GROUP	NV*
5	ALMADEN	HERITAGE CHARDONNAY	THE WINE GROUP	NV*
6	ALMADEN	MOUNTAIN BURGUNDY	THE WINE GROUP	NV*
7	ALMADEN	MOUNTAIN RHINE	THE WINE GROUP	NV*
8	ALMADEN	MOUNTAIN CHABLIS	THE WINE GROUP	NV*
9	ARROW CREEK	COASTAL SERIES CABERNET SAUVIGNON	WINERY EXCHANGE	2011*
10	BANDIT	PINOT GRIGIO	TRINCHERO	NV*
11	BANDIT	CHARDONNAY	TRINCHERO	NV*
12	BANDIT	CABERNET SAUVIGNON	TRINCHERO	NV*
13	BAY BRIDGE	CHARDONNAY	THE WINE GROUP	NV*
14	BERINGER	WHITE MERLOT	TREASURY WINE ESTATES	NV*
15	BERINGER	WHITE ZINFANDEL	TREASURY WINE ESTATES	2011*
16	BERINGER	RED MOSCATO	TREASURY WINE ESTATES	2011*
17	BERINGER	REFRESHINGLY SWEET MOSCATO	TREASURY WINE ESTATES	NV*
18	CHARLES SHAW	WHITE ZINFANDEL	TREASURY WINE ESTATES	NV*
19	COLORES DEL SOL	MALBEC	BRONCO	2012*
20	GLEN ELLEN by CONCANNON	GLEN ELLEN RESERVE PINOT GRIGIO	TREASURY WINE ESTATES	2010*
21	CONCANNON	SELECTED VINEYARDS PINOT NOIR	THE WINE GROUP	2010*
22	GLEN ELLEN by CONCANNON	GLEN ELLEN RESERVE MERLOT	THE WINE GROUP	2011*
23	COOK'S	SPUMANTE	CONSTELLATION	2010*
24	CORBETT CANYON	PINOT GRIGIO	THE WINE GROUP	NV*
25	CORBETT CANYON	CABERNET SAUVIGNON	THE WINE GROUP	NV*
26	CUPCAKE	MALBEC	THE WINE GROUP	NV*
27	FETZER	MOSCATO	THE WINE GROUP	NV*
28	FETZER	PINOT GRIGIO	FETZER VINEYARDS	2011*
29	FISHEYE	PINOT GRIGIO	FETZER VINEYARDS	2010*
30	FLIPFLOP	PINOT GRIGIO	THE WINE GROUP	2011*
31	FLIPFLOP	PINOT GRIGIO	THE WINE GROUP	2012*
32	FLIPFLOP	MOSCATO	THE WINE GROUP	2012*
33	FOXHORN	CABERNET SAUVIGNON	THE WINE GROUP	NV*
34	FRANZIA	WHITE ZINFANDEL	THE WINE GROUP	NV*
		VINTNER SELECT WHITE GRENACHE	THE WINE GROUP	NV*

Including, but not limited to, any/all vintages prior and subsequent to the "Year" identified for each "Brand" listed above

EXHIBIT A

NO.	BRAND	CONSUMER ITEM DESCRIPTION	DEFENDANT	YEAR
35	FRANZIA	VINTNER SELECT WHITE ZINFANDEL	THE WINE GROUP	NV*
36	FRANZIA	VINTNER SELECT WHITE MERLOT	THE WINE GROUP	NV*
37	FRANZIA	VINTNER SELECT BURGUNDY	THE WINE GROUP	NV*
38	HAWKSTONE	CABERNET SAUVIGNON	WINERY EXCHANGE	2011*
39	HRM REX GOLIATH	MOSCATO	CONSTELLATION	NV*
40	KORBEL	SWEET ROSE SPARKLING WINE	KORBEL	NV*
41	KORBEL	EXTRA DRY SPARKLING WINE	KORBEL	NV*
42	MENAGE A TROIS	PINOT GRIGIO	TRINCHERO	2011*
43	MENAGE A TROIS	MOSCATO	TRINCHERO	2010*
44	MENAGE A TROIS	WHITE BLEND	TRINCHERO	2011*
45	MENAGE A TROIS	CHARDONNAY	TRINCHERO	2011*
46	MENAGE A TROIS	ROSE	TRINCHERO	2011*
47	MENAGE A TROIS	CABERNET SAUVIGNON	TRINCHERO	2010*
48	MENAGE A TROIS	CALIFORNIA RED WINE	TRINCHERO	2011*
49	MOGEN DAVID	CONCORD	THE WINE GROUP	NV*
50	MOGEN DAVID	BLACKBERRY WINE	THE WINE GROUP	NV*
51	OAK LEAF	WHITE ZINFANDEL	THE WINE GROUP	NV*
52	POMELO	SAUVIGNON BLANC	MASON CELLARS	2011*
53	R COLLECTION BY RAYMOND	CHARDONNAY	JEAN-CLAUDE BOISSET WINES	2012*
54	RICHARDS WILD IRISH ROSE	RED WINE	CONSTELLATION	NV*
55	SEAGLASS	SAUVIGNON BLANC	TRINCHERO	2012*
56	SIMPLY NAKED	MOSCATO	CONSTELLATION	2011*
57	SMOKING LOON	VIOGNIER	DON SEBASTIANI & SONS	2011*
58	SUTTER HOME	SAUVIGNON BLANC	TRINCHERO	2010*
59	SUTTER HOME	GEWURZTRAMINER	TRINCHERO	2011*
60	SUTTER HOME	PINK MOSCATO	TRINCHERO	NV*
61	SUTTER HOME	PINOT GRIGIO	TRINCHERO	2011*
62	SUTTER HOME	MOSCATO	TRINCHERO	NV*
63	SUTTER HOME	CHENIN BLANC	TRINCHERO	2011*
64	SUTTER HOME	SWEET RED	TRINCHERO	2010*
65	SUTTER HOME	RIESLING	TRINCHERO	2011*
66	SUTTER HOME	WHITE MERLOT	TRINCHERO	2011*
67	SUTTER HOME	MERLOT	TRINCHERO	2011*
68	SUTTER HOME	WHITE ZINFANDEL	TRINCHERO	2011*
69	SUTTER HOME	WHITE ZINFANDEL	TRINCHERO	2012*

Including, but not limited to, any/all vintages prior and subsequent to the "Year" identified for each "Brand" listed above.

EXHIBIT A

NO.	BRAND	CONSUMER ITEM DESCRIPTION	DEFENDANT	YEAR
70	SUTTER HOME	ZINFANDEL	TRINCHERO	2010*
71	TRAPICHE	MALBEC	THE WINE GROUP	2012*
72	TRIBUNO	SWEET VERMOUTH	THE WINE GROUP	NV*
73	VENDANGE	MERLOT	CONSTELLATION	NV*
74	VENDANGE	WHITE ZINFANDEL	CONSTELLATION	NV*
75	WINE CUBE	MOSCATO	TRINCHERO	NV*
76	WINE CUBE	PINK MOSCATO	TRINCHERO	2011*
77	WINE CUBE	PINOT GRIGIO	TRINCHERO	2011*
78	WINE CUBE	PINOT GRIGIO	TRINCHERO	NV*
79	WINE CUBE	CHARDONNAY	TRINCHERO	2011*
80	WINE CUBE	CHARDONNAY	TRINCHERO	NV*
81	WINE CUBE	RED SANGRIA	TRINCHERO	NV*
82	WINE CUBE	SAUVIGNON BLANC	TRINCHERO	2011*
83	WINE CUBE	CABERNET SAUVIGNON/SHIRAZ	TRINCHERO	2011*

Including, but not limited to, any/all vintages prior and subsequent to the "Year" identified for each "Brand" listed above.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Brian S. Kabateck, SBN: 152054; Joshua H. Haffner, SBN: 188652 Kabateck Brown Kellner, LLP 644 S. Figueroa Street Los Angeles, CA 90017 TELEPHONE NO.: 213-217-5000 FAX NO.: 213-217-5010 ATTORNEY FOR (Name):		CONFORMED COPY ORIGINAL FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES <div style="font-size: 1.5em; font-weight: bold;">MAR 19 2015</div> Sherri R. Carter, Executive Officer/Clerk By: Shaunya Bolden, Deputy							
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 600 S. Commonwealth Avenue MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90005 BRANCH NAME: Central Civil West									
CASE NAME: Charles, et al. vs The Wine Group, et al.									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-weight: bold;">CIVIL CASE COVER SHEET</td> <td style="text-align: center; font-weight: bold;">Complex Case Designation</td> <td style="padding: 5px;">CASE NUMBER: BC 576061</td> </tr> <tr> <td style="padding: 5px;"> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) </td> <td style="padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td style="padding: 5px;"> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> <td style="padding: 5px;"> JUDGE: DEPT: </td> </tr> </table>			CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER: BC 576061	<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
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Items 1-6 below must be completed (see instructions on page 2).

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <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) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <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)	Provisionally Complex Civil Litigation (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) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <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 type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 6
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: March 18, 2015

Joshua H. Haffner

(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:

Charles, Doris, et al. vs The Wine Group, Inc., et al.

CASE NUMBER

BC 576061

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

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

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	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.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input checked="" 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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Charles, Doris, et al. vs The Wine Group, Inc., 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
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input checked="" type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Charles, Doris, et al. vs The Wine Group, Inc., 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
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

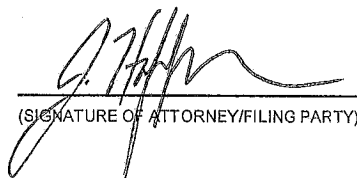
SHORT TITLE: Charles, Doris, et al. vs The Wine Group, Inc., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 1177 East Maple Street
CITY: Pasadena	STATE: CA	ZIP CODE: 91106	

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 Civil West District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: March 18, 2015


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> CONFORMED COPY ORIGINAL FILED <small>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</small> <div style="font-size: 1.2em; margin: 5px 0;">MAR 19 2015</div> <div style="font-size: 0.8em;"> Sherri R. Carter, Executive Officer/Clerk By: Shaunya Bolden, Deputy </div> </div>
COURT ADDRESS: 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF: Doris Charles, et al.		
DEFENDANT: The Wine Group, Inc., et al.		
CIVIL DEPOSIT		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold; margin-top: 5px;">BC 576061</div>

CLERK: PREPARE A FORM FOR EACH DEPOSITOR PAYING SEPARATELY

PLEASE REPORT TO THE CLERK'S OFFICE/CASHIER:

☐ Room 102, Central Civil
 ☐ Clerk's Office, Room _____
 ☐ Department Number _____

Distribution Codes	Amt Due	Distribution Codes	Amt Due
<input type="checkbox"/> 251 DAILY JURY FEES Dates: _____ # of day(s) _____ x\$ _____		<input type="checkbox"/> 74 DEPOSIT IN TRUST	
<input checked="" type="checkbox"/> 72 JURY FEES Trial Date: <u>None Set</u> (Initial Deposit) \$ _____	150.00	<input checked="" type="checkbox"/> 101 FIRST PAPERS- GENERAL JURISDICTION	435.00
<input type="checkbox"/> 252 REPORTERS FEES Dates: _____ # of 1/2 day(s) _____ x\$ _____ Full Day _____		<input type="checkbox"/> 101 FIRST PAPERS-LIMITED OVER \$10,000 <input type="checkbox"/> 141 With declaration Limited to \$10,000 (per B&P 6322.1(a)) <input type="checkbox"/> 130 Limited to \$10,000	
<input type="checkbox"/> 721 SANCTIONS ORDERED ON Date: _____		<input type="checkbox"/> 211 RECLASSIFICATION FEE	
<input type="checkbox"/> 213 MOTIONS/APPLICATION TO CONT. HEARING <input type="checkbox"/> 200 MOTIONS/APPLICATION TO CONT. TRIAL Other: _____		<input checked="" type="checkbox"/> 150 COMPLEX LITIGATION TRIAL/PLAINTIFF <input type="checkbox"/> 151 COMPLEX LITIGATION TRIAL/DEFENDANT	1000.00

To be paid via:
☐ Cash
☒ Check
☐ Certified Check/Money Order
☐ Credit Card

☐ On or Before _____
☒ Forthwith

Payment will be made by
☒ Plaintiff Doris Charles, et al.
☐ Defendant _____

JOHN A. CLARKE, Executive Officer/Clerk

DATE _____

BY: _____
Deputy Clerk

TO BE COMPLETED BY DEPOSITOR

CASHIER'S VALIDATION

Depositor's Name: Kabateck Brown Kellner LLC

☐ Plaintiff in Pro Per
☐ Defendant in Pro Per

☒ Counsel for
☒ Plaintiff Doris Charles, Alvin Jones, et al.
Name of Party

☐ Defendant _____
Name of Party

Address of depositor
644 S. Figueroa Street
Street
Los Angeles, CA 90017
City/State/Zip

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES
Case Number _____**

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

ASSIGNED JUDGE	DEPT	ROOM
Judge Elihu M. Berle	323	1707
Judge William F. Highberger	322	1702
Judge John Shepard Wiley, Jr.	311	1408
Judge Kenneth Freeman	310	1412
Judge Jane Johnson	308	1415
Judge Amy D. Hogue	307	1402
OTHER		

BC 576061

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three 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 Individual Calendaring Court 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 of filing.

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.

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 at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 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 Eight 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 the party.

This is not a complete delineation of the 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 absolutely imperative.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____

SHERRI R. CHARTER, Executive Officer/Clerk

LACIV CCW 190 (Rev09/13)

LASC Approved 05-06

For Optical Use

By _____, Deputy Clerk

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

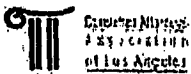


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:

CASE NUMBER:

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:

CASE NUMBER:

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:
 - ☐ Request for Informal Discovery Conference
 - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: _____ (Insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: _____ (Insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER