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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DAVID PETTIGREW, on behalf of himself
and all others similarly situated,

Plaintiffs,

vs.

STAPLES, INC., a Delaware Corporation,

Defendant.

Case No. '11CV1254 W JMA

CLASS ACTION

COMPLAINT

1 Plaintiff David Pettigrew (“Plaintiff”), on behalf of himself and those similarly
2 situated, based on information and belief and investigation of counsel, except for information
3 based on personal knowledge, hereby alleges:

4 **INTRODUCTION**

5 1. This Complaint seeks to remedy the unlawful and unfair business practices of
6 defendant Staples, Inc. (“Defendant”) with respect to its ink and toner cartridge recycling rewards
7 program (the “Recycling Rewards Program”). Pursuant to the Recycling Rewards Program,
8 Defendant provides reward certificates (“Recycling Rewards Certificates”) in exchange for empty
9 ink and toner cartridges. The empty ink and toner cartridges are a valuable commodity, for which
10 there is an active marketplace. Nevertheless, Defendant includes an expiration date on the
11 Recycling Rewards Certificates in violation of California law. Under California law, it is illegal to
12 include an expiration date on gift certificates that are provided in exchange for something of value.

13 2. Plaintiff and the Class have provided something of value to Defendant – ink and/or
14 toner cartridges – and received the reward certificates in exchange. In violation of California Civil
15 Code § 1749.5, the Recycling Rewards Certificates have expired and will continue to expire
16 unless and until Defendant is forced to comply with the law. Plaintiff and the Class have been
17 damaged in an amount equal to the value of the expired Recycling Rewards Certificates and will
18 continue to suffer irreparable harm absent this Court’s intervention as existing Recycling Rewards
19 Certificates continue to expire and Defendant continues issuing new Recycling Rewards
20 Certificates with expiration dates.

21 3. Defendant’s conduct of issuing Recycling Rewards Certificates with expiration
22 dates violates Cal. Civil Code § 1749.5, and thus constitutes unlawful acts pursuant to California
23 Business and Professions Code § 17200, *et seq.*, the Unfair Competition Law (“UCL”).
24 Defendant’s conduct of selling Recycling Rewards Certificates with expiration dates also
25 constitutes unfair acts in violation of the UCL as such conduct is unethical, oppressive,
26 unscrupulous, and/or substantially injurious to consumers, and violates California’s legislatively
27 declared policy against issuing gift certificates with expiration dates. Accordingly, pursuant to
28 Business & Professions Code § 17203, Plaintiff seeks an order enjoining Defendant from

1 including expiration dates on all new Recycling Rewards Certificates and requiring Defendant to
2 reissue pre-existing Recycling Rewards Certificates without expiration dates. Further, Plaintiff
3 and the Class of similarly situated individuals on whose behalf Plaintiff brings this action seek
4 restitution of the full value of all Recycling Rewards Certificates that have previously expired.

5 **PARTIES**

6 4. Plaintiff David Pettigrew (“Plaintiff”), is a resident of California. Plaintiff is a
7 member of Defendant’s rewards program and has been since August 2005. Plaintiff recycles his
8 ink and toner cartridges at a Staples store in San Diego, California. Plaintiff has been issued
9 Recycling Rewards Certificates of \$3 for each ink cartridge recycled in 2009 and \$2 for each ink
10 and toner cartridge he recycled after January 1, 2010. Each of the certificates he has been issued
11 included an expiration date. For example, after recycling four ink cartridges in March 2009,
12 Plaintiff was issued a Recycling Rewards Certificate for \$12. The certificate is printed with an
13 expiration date of 5/31/2010. After that date, Plaintiff attempted to use the Recycling Rewards
14 Certificate, but Defendant refused to accept it.

15 5. Defendant Staples, Inc. is a Delaware limited liability company with its principal
16 place of business in Framingham, Massachusetts. Defendant operates retail stores throughout
17 California that sell office supplies. One of Defendant’s biggest supply categories is ink and toner
18 cartridges. Defendant administers the Recycling Rewards Program in California.

19 **JURISDICTION AND VENUE**

20 6. The Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d)(2).
21 Plaintiff seeks certification of a nationwide class of all persons who purchased the Recycling
22 Rewards Certificates during the applicable statute of limitations. Defendant is a citizen of
23 Massachusetts and/or Delaware. The amount in controversy, exclusive of interest and costs,
24 exceeds \$5 million.

25 7. The Court has personal jurisdiction over Defendant because it is a corporation that
26 has sufficient minimum contacts in California, or otherwise intentionally avails itself of the
27 California market through its marketing and sales of the Recycling Rewards Certificates in the
28 State of California, and/or by having such other contacts with California so as to render the

1 exercise of jurisdiction over it by the California courts consistent with traditional notions of fair
2 play and substantial justice.

3 8. Venue is proper pursuant to 28 U.S.C. § 1391(a) because a substantial part of the
4 events or omissions giving rise to the claim occurred in this District.

5 **BACKGROUND FACTS**

6 9. Defendant operates and administers a rewards program designed to provide
7 customers with incentives to shop at its stores (the “Staples Rewards Program”). Any customer
8 may apply to become a member of the Staples Rewards Program at any of Defendant’s retail
9 outlets or online. There are two types of rewards that members are entitled to: (1) rewards that are
10 equal to 10% of the total amount of qualifying purchases; and (2) rewards provided to members
11 who recycle ink and toner cartridges. The Recycling Rewards Program is separate from the 10%
12 of qualifying purchase rewards and Defendant issues separate rewards certificates for the different
13 parts of its reward program.

14 10. Defendant instituted the Recycling Rewards Program in May 2007. From that
15 time up until July 1, 2010, Defendant provided a \$3 Recycling Rewards Certificate for each ink
16 and toner cartridge recycled at one of its stores. As of July 1, 2010, Defendant reduced the
17 amount of the recycling reward to \$2 per cartridge. Recycling Rewards are now issued online on a
18 monthly basis, separately from standard rewards statements. Recycling Rewards expire two
19 months from the end of the calendar month of issuance. The rewards are redeemable for
20 Defendant’s products in a store, by phone, or online. Through the Recycling Rewards Program,
21 Defendant recycled over 22 million ink and toner cartridges in the United States in 2008, and over
22 55 million cartridges in 2009.

23 11. Although terms and conditions for the Staples Rewards Program exist, there is no
24 valid contract between enrollees in the Staples Rewards Program and Defendant. Plaintiff and the
25 Class were never required to read or acknowledge the terms and conditions of the program. Thus,
26 Plaintiff and the Class never assented to the terms of the Staples Rewards Program.

27 12. Used ink and toner cartridges are valuable commodities for which there is an active
28 and lucrative secondary market. For example, Advantage Cartridge purchases empty cartridges

1 for up to \$20 per cartridge.¹ Another used ink and toner cartridge recycler, TonerBuyer.com,
2 purchases empty cartridges for up to \$22 per cartridge.² These companies accept cartridges from
3 individuals and organizations throughout the U.S. Ink and toner cartridges accepted by Defendant
4 are either remanufactured as Defendant's brand cartridges and resold by Defendant, or recycled by
5 Defendant itself.

6 13. California law prohibits the sale of gift certificates with an expiration date. Cal.
7 Civil Code § 1749.5(a). California law broadly defines "sale" as "[a]ny transfer of title or
8 possession, exchange, or barter, conditional or otherwise, in any manner or by any means
9 whatsoever, of tangible personal property for a consideration." Cal. Revenue & Taxation Code
10 § 6006(a). By furnishing the Recycling Rewards Certificates in exchange for valuable ink and
11 toner cartridges, Defendant sells, has sold, and continues to sell the Recycling Rewards
12 Certificates.

13 14. Notably, California's prohibition against the sale of gift certificates with an
14 expiration date includes an exception for "[g]ift certificates that are distributed by the issuer to a
15 consumer pursuant to an awards, loyalty, or promotional program *without any money or other*
16 *thing of value being given in exchange for the gift certificate by the consumer.* Cal. Civil Code §
17 1749.5(d)(1) (emphasis added). Here, since consumers exchange valuable ink and toner cartridges
18 for the Recycling Rewards Certificates, this exception does not apply.

19 **CLASS ACTION ALLEGATIONS**

20 15. Plaintiff brings this suit as a class action pursuant to Federal Rule of Civil
21 Procedure 23, on behalf of himself and the class defined as follows:

22 all persons who received Recycling Rewards Certificates in
23 California during the applicable statute of limitations. Specifically
24 excluded from this Class are Defendant; the officers, directors or
25 employees of Defendant; any entity in which Defendant has a

26 _____
27 ¹ Advantage Cartridge website, <http://www.advantagecartridge.com/>, last visited on June 2,
2011.

28 ² TonerBuyer.com website, <http://www.tonerbuyer.com/>, last visited on June 2, 2011.

1 controlling interest; and any affiliate, legal representative, heir or
2 assign of Defendant. Also excluded are any federal, state or local
3 governmental entities, any judicial officer presiding over this action
4 and the members of his/her immediate family and judicial staff, and
5 any juror assigned to this action.

6 (the "Class").

7 16. The Class is sufficiently numerous, as it includes thousands of persons who have
8 received Recycling Reward Certificates. Thus, joinder of such persons in a single action or
9 bringing all members of the Class before the Court is impracticable for purposes of Rule 23(a)(1)
10 of the Federal Rules of Civil Procedure. The disposition of the claims of the members of the Class
11 in this class action will substantially benefit both the parties and the Court. The members of the
12 Class are readily ascertainable from Defendant's records and other appropriate discovery.

13 17. There are questions of law and fact common to the Classes for purposes of Federal
14 Rule of Civil Procedure 23(a)(2). Defendant has a standardized Recycling Rewards Program that
15 it uses throughout California. Thus, there is a well-defined community of interest in the questions
16 of law and fact involved in this action and affecting the parties.

17 18. Plaintiff asserts claims that are typical of the claims of the entire Class for purposes
18 of Federal Rule of Civil Procedure 23(a)(3). Plaintiff and all members of the Class have been
19 subjected to the same wrongful conduct because they have exchanged used ink and toner
20 cartridges for Recycling Reward Certificates that have expiration dates. Plaintiff and the Class
21 have thus all been subjected to the same unlawful and unfair conduct.

22 19. Plaintiff will fairly and adequately represent and protect the interests of the other
23 members of the Class for purposes of Federal Rule of Civil Procedure 23(a)(4). Plaintiff has no
24 interests antagonistic to those of other members of the Class. Plaintiff is committed to the
25 vigorous prosecution of this action and has retained counsel experienced in litigation of this nature
26 to represent him. Plaintiff anticipates no difficulty in the management of this litigation as a class
27 action.

28 20. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(2)

1 because Defendant has acted on grounds that apply generally to the Class, so that final injunctive
2 relief or corresponding declaratory relief is appropriate respecting the Class as a whole.

3 Defendant sells Recycling Rewards Certificates in exchange for used ink and toner cartridges that
4 illegally include expiration dates.

5 21. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3)
6 because common questions of law and fact substantially predominate over any questions that may
7 affect only individual members of the Class. Among these common questions of law and fact are:

- 8 a. whether Defendant issues Recycling Rewards Certificates in exchange for
9 used ink and toner cartridges;
- 10 b. whether the Recycling Rewards Certificates have expiration dates;
- 11 c. whether used ink and toner cartridges constitute a “thing of value” under
12 California law;
- 13 d. whether Defendant’s Recycling Rewards Certificates violate Cal. Civil
14 Code § 1749.5;
- 15 e. whether Plaintiff and the Class are entitled to refunds for all expired
16 Recycling Rewards Certificates; and
- 17 f. whether the expiration dates on all unexpired Recycling Rewards
18 Certificates should be voided.

19 22. Proceeding as a class action provides substantial benefits to both the parties and the
20 Court because this is the most efficient method for the fair and efficient adjudication of the
21 controversy. Class members have suffered and will suffer irreparable harm and damages as a
22 result of Defendant’s wrongful conduct. Because of the nature of the individual Class members’
23 claims, few, if any, could or would otherwise afford to seek legal redress against Defendant for the
24 wrongs complained of herein, and a representative class action is therefore appropriate, the
25 superior method of proceeding, and essential to the interests of justice insofar as the resolution of
26 Class members’ claims is concerned. Absent a representative class action, members of the Class
27 would continue to suffer losses for which they would have no remedy, and Defendant would
28 unjustly retain the proceeds of its ill-gotten gains. Even if separate actions could be brought by

1 individual members of the Class, the resulting multiplicity of lawsuits would cause undue
2 hardship, burden and expense for the Court and the litigants, as well as create a risk of inconsistent
3 rulings which might be dispositive of the interests of the other members of the Class who are not
4 parties to the adjudications and/or may substantially impede their ability to protect their interests.

5 **FIRST CAUSE OF ACTION**

6 **(Plaintiff, On Behalf of Himself and the Class Alleges Violations of California Business &
Professions Code § 17200, *et seq.* Based on Commission of Unlawful Acts)**

7 23. Plaintiff realleges and incorporates by reference herein Paragraphs 1 through 22 of
8 this Complaint.

9 24. The violation of any law constitutes an unlawful business practice under Business
10 & Professions Code § 17200.

11 25. As detailed more fully in the preceding paragraphs, Defendant's inclusion of
12 expiration dates on the Recycling Reward Certificates violates Cal. Civil Code § 1749.5.

13 26. By violating Civil Code § 1749.5, Defendant has engaged in unlawful business acts
14 and practices which constitute unfair competition within the meaning of Business & Professions
15 Code § 17200.

16 27. An action for injunctive relief and restitution is specifically authorized under
17 Business & Professions Code § 17203.

18 28. Plaintiff exchanged valuable property in the form of used ink and toner cartridges
19 in exchange for Recycling Rewards Certificates that expired. Plaintiff has thus suffered injury in
20 fact and lost money or property as a direct result of Defendant's illegal conduct.

21 Wherefore, Plaintiff prays for judgment against Defendant, as set forth hereafter.

22 **SECOND CAUSE OF ACTION**

23 **(Plaintiff, On Behalf of Himself and the Class, Alleges Violations of
California Business & Professions Code § 17200, *et seq.*
24 Based on Unfair Acts and Practices)**

25 29. Plaintiff realleges and incorporates by reference as if specifically set forth herein
26 Paragraphs 1 through 28 of this Complaint.

1 30. Under Business & Professions Code § 17200, any business act or practice that is
2 unethical, oppressive, unscrupulous and/or substantially injurious to consumers, or that violates a
3 legislatively declared policy, constitutes an unfair business act or practice.

4 31. Defendant has engaged, and continues to engage, in conduct which is immoral,
5 unethical, oppressive, unscrupulous and/or substantially injurious to consumers. This conduct
6 includes, but is not limited to, including expiration dates on Defendant's Recycling Rewards
7 Certificates, even though such expiration dates are prohibited under California law. The gravity of
8 harm caused by Defendant's conduct as described herein far outweighs the utility, if any, of such
9 conduct.

10 32. Further, Defendant has engaged, and continues to engage, in conduct that violates
11 the legislatively declared policy of Cal. Civil Code § 1749.5 against the inclusion of expiration
12 dates on gift certificates. Defendant gains an unfair advantage over its competitors, whose gift
13 certificates and rewards programs must comply with Cal. Civil Code § 1749.5.

14 33. Defendant's conduct has and continues to cause substantial injury to consumers
15 because consumers exchanged valuable property in the form of used ink and toner cartridges in
16 exchange for Recycling Rewards Certificates that expired. Consumers have thus exchanged
17 something of value for certificates that have no value. Such injury is not outweighed by any
18 countervailing benefits to consumers or competition. Indeed, no benefit to consumers or
19 competition results from Defendants' conduct. Since injury results from normal use of the
20 Recycling Rewards Certificates, consumers could not have reasonably avoided such injury.

21 34. By committing the acts alleged above, Defendant has engaged in unfair business
22 acts and practices which constitute unfair competition within the meaning of Business &
23 Professions Code § 17200.

24 35. An action for injunctive relief and restitution is specifically authorized under
25 Business & Professions Code § 17203.

26 36. Plaintiff exchanged valuable property in the form of used ink and toner cartridges
27 in exchange for Recycling Rewards Certificates that expired. Plaintiff has thus suffered injury in
28 fact and lost money or property as a direct result of Defendant's illegal conduct.

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K. That the Court grant such other and further relief as may be just and proper.

DATED: June 7, 2011

LEXINGTON LAW GROUP

s/Mark N. Todzo
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Attorneys for Plaintiff David Pettigrew

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p>I. (a) PLAINTIFFS DAVID PETTIGREW, on behalf of himself and all others similarly situated</p> <p>(b) County of Residence of First Listed Plaintiff <u>San Diego, CA</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number) Mark N. Todzo, Lexington Law Group 503 Divisadero Street, San Francisco, CA 94117 415-913-7800</p>	<p>DEFENDANTS STAPLES, INC., a Delaware Corporation</p> <p>County of Residence of First Listed Defendant <u>Middlesex, MA</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known) <u>'11CV1254 W JMA</u></p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity - yeb (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;"><input checked="" type="checkbox"/> PTF</td> <td style="width:10%;"><input checked="" type="checkbox"/> DEF</td> <td style="width:33%;">Incorporated or Principal Place of Business In This State</td> <td style="width:10%;"><input type="checkbox"/> PTF</td> <td style="width:10%;"><input type="checkbox"/> DEF</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> yeb</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	<input checked="" type="checkbox"/> PTF	<input checked="" type="checkbox"/> DEF	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> PTF	<input type="checkbox"/> DEF	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> yeb	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	<input checked="" type="checkbox"/> PTF	<input checked="" type="checkbox"/> DEF	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> PTF	<input type="checkbox"/> DEF														
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			IMMIGRATION	FEDERAL TAX SUITS
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)(2) - yeb

Brief description of cause: Violations of Cal. Unfair Competition Law based on violations of Cal. Civil Code § 1749.5

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23


DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 06/07/2011

SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____