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

17 **BC 405420**

18 LAURA ADELL and DYANA ESTRADA,
19 individually, and on behalf of other members
20 of the general public similarly situated,

Case Number:

CLASS ACTION COMPLAINT

21 Plaintiffs,

(1) Unjust Enrichment

22 vs.

(2) Negligent Misrepresentation

23 QUIXTAR INC, a Virginia corporation,
24 AMWAY CORPORATION, a Delaware
25 corporation, and ALTICOR INC., a Michigan
26 corporation, and DOES 1 through 10,
27 inclusive,

(3) Intentional Misrepresentation;

(4) Breach of the Covenant of Good Faith and
Fair Dealing

28 Defendants.

(5) Violation of California Civil Code § 1749.5

(6) Violation of California Business &
Professions Code § 17200, et seq.

(7) Violation of California Business &
Professions Code § 17500, et seq.

CIT/CASE: BC405420 LEA/DEFA:
RECEIPT #: CM478057035
DATE PAID: 01/12/09 02:19:33 PM
PAYMENT: \$900.00
RECEIVED:
900.00
CHECK
CASH
CARD

D-311
Cwlg. West

1 Plaintiffs Laura Adell (“Adell”) and Dyana Estrada (“Estrada”) (collectively “Plaintiffs”),
2 by and through their attorneys, bring this class action on behalf of themselves and other similarly
3 situated persons (“Class Members”), and allege as follows:

4 NATURE OF THE CASE

5 1) This is an action to recover damages and restitution and to force Defendant Quixtar
6 Inc. (“Quixtar”), Amway Corporation (“Amway”), and Alticor Inc. (“Alticor”) (collectively
7 “Defendants”) to disgorge all ill-obtained profits resulting from their deceptive and illegal
8 business practices.

9 2) Quixtar, through its sales force of Independent Business Owners (“IBOs”), has sold
10 and marketed gift cards in California and throughout the United States that may be redeemed for
11 specific goods through a website and catalogs offered by Quixtar.

12 3) In California as well as the states of Connecticut, Florida, Maine, Minnesota,
13 Montana, New Hampshire (for cards valued under \$100), Rhode Island, and Washington, gift
14 cards, by statute, may not expire. In addition, the following states have statutes that prohibit gift
15 cards from expiring for a designated period of time: Arkansas (two years); Hawaii (two years);
16 Illinois (five years); Kansas (five years); Kentucky (one year); Louisiana (five years); Maryland
17 (four years); Massachusetts (seven years); Michigan (five years); New Jersey (two years); New
18 Mexico (five years); North Dakota (six years); Ohio (two years); Oklahoma (five years); South
19 Carolina (one year unless expiration date is on front of card in capitalized letters in 10 point
20 font), Tennessee (two years); and Vermont (three years).

21 4) Despite these laws, Quixtar, by and through its IBOs, has sold gift cards in California
22 and the above-noted states, which contain an expiration or “redeem by” date on the back of the
23 card.

24 5) The gift cards sold and marketed by Defendants contained an expiration or “redeem
25 by” date of less than one (1) year from the time of issuance.

26 6) As a direct result of Quixtar’s placement of a “redeem by” or expiration date on the
27 back of the gift cards, Plaintiffs as well as other putative Class Members reasonably believed that
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1 the gift cards were no longer valid after such date and either disposed of their gift cards or have
2 failed to redeem them from Quixtar.

3 7) Every gift card that goes unredeemed results in a windfall profit for Quixtar in that
4 Quixtar retains the price paid for the gift card without having to provide any goods in return.

5 8) At all relevant times herein mentioned, Quixtar had an incentive to discourage
6 Plaintiffs and the Class Members from redeeming the gift cards or to otherwise create the
7 impression that such gift cards could no longer be redeemed on the basis that they had expired.

8 **JURISDICTION AND VENUE**

9 9) This action is brought as a class action pursuant to California Code of Civil Procedure
10 § 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal
11 jurisdictional limits of the Superior Court and will be established according to proof at trial. The
12 amount in controversy for each class representative, including their claims for compensatory
13 damages and pro rata share of attorney fees, is less than \$75,000.

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

18 11) This Court has jurisdiction over all Defendants due to their sufficient minimum
19 contacts in California as well as the fact that they have intentionally availed themselves of the
20 California market so as to render the exercise of jurisdiction over them by the California courts
21 consistent with traditional notions of fair play and substantial justice.

22 12) Venue is proper in this Court because, upon information and belief, one or more of the
23 named Defendants transact business in this Los Angeles County and the acts and omissions
24 alleged herein took place in this Los Angeles County. Furthermore, Defendants have received
25 substantial compensation for the sale of gift cards in Los Angeles County.

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1 THE PARTIES

2 13) Plaintiff Adell is a resident of Los Angeles County in the State of California.

3 14) Plaintiff Estrada is a resident of Los Angeles County in the State of California.

4 15) Defendant Quixtar was and is, upon information and belief, a Virginia corporation with
5 its principal place of business in Michigan. Quixtar has been operating as a multi-level marketing
6 company since 1999. Quixtar conducts business and is engaged in commerce throughout this
7 county, the State of California, and the United States of America.

8 16) Defendant Amway Corporation was and is, upon information and belief, a Delaware
9 corporation with its principal place of business in Michigan. It conducts business and is engaged
10 in commerce throughout this county, the State of California, and the United States of America.
11 Upon information and belief, it is currently in the process of merging operations with Quixtar.

12 17) Defendant Alticor Inc. was and is, upon information and belief, a Michigan corporation
13 with its principal place of business in Michigan. At all relevant times, it has operated as the parent
14 company of Quixtar and Amway. It conducts business and is engaged in commerce throughout
15 this county, the State of California, and the United States of America.

16 18) Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
17 under the fictitious names DOES 1-10, but pray for leave to amend and serve such fictitiously
18 named Defendants pursuant to California Code of Civil Procedure § 474, once their names and
19 capacities become known.

20 19) Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and
21 omissions alleged herein were performed by, or are attributable to, Defendants Quixtar, Amway,
22 and Alticor, and DOES 1-10 (collectively "Defendants"), each acting as the agent for the other,
23 with legal authority to act on the other's behalf. The acts of any and all Defendants were in
24 accordance with, and represent the official policies of Defendants Quixtar, Amway, and Alticor.

25 20) At all times herein mentioned, Defendants, and each of them, ratified each and every
26 act or omission complained of herein. At all times herein mentioned, Defendants, and each of
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1 them, aided and abetted the acts and omissions of each and all the other Defendants in proximately
2 causing the damages herein alleged.

3 21) Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is
4 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
5 occurrences, and transactions alleged herein.

6 **CLASS ACTION ALLEGATIONS**

7 22) Plaintiffs bring this action on their own behalf, as well as on behalf of each and every
8 other person similarly situated in Arkansas, California, Connecticut, Florida, Hawaii, Illinois,
9 Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana,
10 New Jersey, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Rhode Island, South
11 Carolina, Tennessee, Vermont, and Washington (collectively "Nationwide Class"). In addition,
12 Plaintiffs seek to certify a California subclass ("California Subclass") for Defendants' violations of
13 California statutes as set forth infra.

14 23) All claims alleged herein arise under California law and/or common law claims
15 applicable among the several states.

16 24) The proposed Nationwide Class consists of and is defined as:

17 All persons who have purchased or received gift cards in the State of California as
18 well as in other states with substantially similar laws that either prohibit the
19 expiration of gift cards or prohibit the expiration of gift cards for a certain specified
20 period, and who have not redeemed said cards prior to the expiration or "redeem
21 by" date noted on the cards within the relevant time periods prior to the filing of
22 this complaint until resolution of this lawsuit.

23 25) The Nationwide Class seeks certification for claims of negligent misrepresentation,
24 intentional misrepresentation, breach of the covenant of good faith and fair dealing, and unjust
25 enrichment.

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1 26) Plaintiffs also bring certain claims, identified as those brought on behalf of themselves
2 and a portion of the Class described as the California Subclass. The California Subclass is defined
3 as follows:

4 All persons who have purchased or received gift cards in the State of California and
5 who have not redeemed said cards prior to the expiration or "redeem by" date noted
6 on the cards within the relevant time period prior to the filing of this complaint
7 until resolution of this lawsuit.

8 27) In addition to the common law causes of action noted above, the California Subclass
9 seeks certification of claims against Defendants for violations of Section 1749.5 of the California
10 Civil Code and Sections 17200 et seq. and 17500 et seq. of the California Business and
11 Professions Code.

12 28) There is a well defined community of interest in the litigation and the class is easily
13 ascertainable:

14 a. Numerosity: The members of the class (and each subclass, if any) are so numerous
15 that joinder of all members would be unfeasible and impractical. The membership of the entire
16 class is unknown to Plaintiffs at this time, however, the class is estimated to be greater than fifty
17 thousand (50,000) individuals and the identity of such membership is reasonably ascertainable by
18 inspection of Defendants' business records and through class discovery.

19 b. Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
20 interests of each class member with whom they have a well defined community of interest, and
21 Plaintiffs' claims (or defenses, if any) are typical of all Class Members' as demonstrated herein.

22 c. Adequacy: Plaintiffs are qualified to, and will, fairly and adequately, protect the
23 interests of each class member with whom they have a well-defined community of interest and
24 typicality of claims, as alleged herein. Plaintiffs acknowledge that they have an obligation to
25 make known to the Court any relationship, conflicts, or differences with any class member.

26 Plaintiffs' attorneys and the proposed class counsel are versed in the rules governing class action
27 discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of
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1 this action will continue to incur costs and attorney's fees that have been, are, and will be
2 necessarily expended for the prosecution of this action for the substantial benefit of each class
3 member.

4 d. Superiority: The nature of this action makes the use of class action adjudication
5 superior to other methods. Class action will achieve economies of time, effort and expense as
6 compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues
7 can be adjudicated in the same manner and at the same time for the entire class.

8 e. Public Policy Considerations: Companies have an incentive to dishonor gift cards
9 or otherwise prevent recipients of gift cards from redeeming them for value. Recognizing that
10 many companies have employed expiration dates, improper fees, and other deceptive and unfair
11 business practices to impede the ability of recipients of gift cards to redeem them for value, many
12 state legislatures, including those of Arkansas, California, Connecticut, Florida, Hawaii, Illinois,
13 Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana,
14 New Jersey, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Rhode Island, South
15 Carolina, Tennessee, Vermont, and Washington have enacted laws prohibiting gift cards from
16 expiring at all, or prior to certain enumerated time periods. These gift cards are often of small
17 monetary value, i.e. less than \$100. Therefore, absent a class action lawsuit, individuals are
18 unlikely to enforce their rights in court. Furthermore, many individuals are likely unaware that the
19 gift cards they received containing expiration or "**redeem by**" dates are not permitted to expire by
20 law. Finally, companies employing deceptive and unfair business practices, such as Defendants,
21 are unlikely to alter their conduct unless faced with a prospect of an aggregate recovery under a
22 class action lawsuit.

23 29) There are common questions of law and fact as to the Nationwide Class (and the
24 California Subclass) that predominate over questions affecting only individual members, including
25 but not limited to:

26 a. Whether Defendants uniformly placed a "**redeem by [date]**" on the back of gift
27 cards sold and marketed by Quixtar in the United States;

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1 b. Whether the use of this language on the back of gifts cards conveys to a reasonable
2 person that the gifts cards are not redeemable or expire after a particular date in violation of
3 California law and similar statutes in other states that prohibit gift cards from expiring;

4 c. Whether a reasonable person would rely on this language to assume a gift card was
5 no longer valid after the prescribed "redeem by" date;

6 d. Whether the use of the language "redeem by" on the back of the gift cards sold by
7 Quixtar constitutes an impermissible expiration date in violation of Section 1749.5 of the
8 California Civil Code and as well as other substantially similar statutes adopted by other states;

9 e. Whether Defendants intentionally or negligently used the "redeem by" language
10 on the back of gift cards to lead the purchaser and/or recipients to believe that the gifts cards were
11 no longer valid after such date;

12 f. Whether Defendants have been unjustly enriched by leading Plaintiffs and the other
13 Class Members to believe that they could no longer redeem their gift cards;

14 g. Whether the laws of the several states that prohibit gift cards from expiring are
15 sufficiently similar as to permit this Court to adjudicate the rights of purchasers and recipients of
16 gift cards in a single class action; and

17 h. The appropriate amount of damages, restitution, or monetary penalties resulting
18 from Defendants' conduct.

19 **FACTUAL ALLEGATIONS**

20 30) Quixtar has operated a multilevel Sales and Marketing Plan in North America since
21 September 1, 1999 after it took over operations from Amway. Quixtar offers an assortment of
22 products under various labels as part of this multi-level Sales and Marketing Plan.

23 31) One such product is gift cards sold and marketed under the label "Ribbon."

24 32) Ribbon gift cards may only be ordered by IBOs who sell them to purchasers, who then
25 either redeem them for goods or gift them to other recipients.
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1 33) The cards themselves do not have a specific dollar value that a recipient may apply to a
2 purchase. Rather, each card is assigned to one of approximately 21 collections. These collections
3 contain different categories of products.

4 34) For example, one category of the collection is entitled "Guy Gear." When a purchaser
5 of a Ribbon gift card buys a "Guy Gear" gift card, the ultimate recipient of that card may choose
6 any one of the goods offered under the "Guy Gear" category on the Quixtar website.

7 35) The purchaser of a card may choose between cards of varying price, which correspond
8 to different collections of goods.

9 36) The gift cards for the different collections have prices ranging in value from \$25 to
10 \$750. The IBOs sell the cards corresponding to the different collections for a fixed amount.

11 37) Many of the gift cards sold by Quixtar in the United States contain a "**redeem by**" date
12 displayed in conspicuous language on the back of the card and again on the information sheet to
13 which the gift card is attached.

14 38) The delineated "**redeem by**" date is set by Quixtar less than a year from the time when
15 the gift cards are transmitted to the IBO for sale to a purchaser.

16 39) Aside from the "**redeem by**" language, there is nothing on the back of the card that
17 otherwise states that the card does not expire or that it may be redeemed after the date listed
18 thereon.

19 40) Plaintiff Adell purchased several gift cards from a Quixtar IBO in December 2007.
20 Each of the gift cards had a "**redeem by**" date of July 31, 2008.

21 41) Each of the gift cards purchased by Plaintiff Adell and the other members of the
22 Nationwide Class contained a "**redeem by**" date on the back of the cards.

23 42) Plaintiff Adell did not give away or otherwise redeem some of the gift cards that she
24 had purchased based on her belief that the cards had expired.

25 43) Plaintiff Estrada received a Ribbon gift card in or about December 2007. The gift card
26 had a "**redeem by**" date of July 31, 2008.

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1 44) Plaintiff Estrada did not redeem the gift card by the date delineated on the back of the
2 card.

3 45) Due to the fact that she did not redeem the gift card by the delineated date, Plaintiff
4 Estrada reasonably believed her gift card had expired and could not be redeemed.

5 46) As a direct result of Plaintiff Estrada's reasonable belief that her gift card had expired,
6 she suffered damages in that she did not redeem her gift card for the goods for which the card was
7 originally purchased.

8 47) Plaintiffs are informed and believe, and thereon allege, that other members of the
9 Nationwide Class suffered similar damages as a result of their reasonable belief that the gift cards
10 had expired.

11 48) As a direct result of Defendants' improper and unlawful inclusion of a "redeem by" or
12 expiration date, Plaintiff Adell and other members of the Nationwide Class who purchased Ribbon
13 gift cards have suffered damages in that they have lost the benefit of their bargain due to the fact
14 that they purchased the cards with the reasonable expectation that the recipients would be able to
15 redeem them for certain categories of goods from Quixtar without the cards expiring or portending
16 to expire as prohibited by law.

17 49) Each time a gift card is not redeemed by a recipient, Defendants obtain a windfall
18 profit in that they retain the proceeds from the sale of the gift card, but do not provide any goods
19 in exchange.

20 50) Defendants have an incentive to encourage the recipients of gift cards not to redeem
21 their cards or to make it difficult to do so.

22 51) Plaintiffs are informed and believe that Defendants knew or should have known that
23 recipients of the gift cards would reasonably believe that they could not redeem the gift cards after
24 the "redeem date" indicated on the back of the cards.

25 52) Plaintiffs are informed and believe that Defendants intended this language to
26 improperly and unlawfully deceive Plaintiffs and other Nationwide Class members into believing
27 that the cards had expired if they had not been exercised by the "redeem date."
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1 53) Plaintiffs are informed and believe that Defendants have wrongfully retained millions
2 of dollars in revenue from unredeemed gift cards as a result of Plaintiffs' and the other members
3 of the Nationwide Class' belief that the gift cards had expired or were no longer valid.

4 54) Plaintiffs are informed and believe, and thereon allege, that Defendants were advised
5 by skilled lawyers and other professionals, employees, and advisors knowledgeable about
6 California and other state laws regarding gift cards.

7 55) Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should
8 have known that the gift cards sold and marketed by them in Arkansas, California Connecticut,
9 Florida, Hawaii, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts,
10 Michigan, Minnesota, Montana, New Jersey, New Hampshire, New Mexico, North Dakota, Ohio,
11 Oklahoma, Rhode Island, South Carolina, Tennessee, Vermont, and Washington, are prohibited
12 from containing a "redeem by" or expiration date on the back of the cards, or one that expires
13 prior to, at a minimum, one year from the date of issuance of the cards..

14 56) Plaintiffs are informed and believe, and thereon allege, that at all times herein
15 mentioned, Defendants knew or should have known they had a duty to remove the "redeem by"
16 language from the back of the cards. Nonetheless, Defendants willfully, knowingly, and
17 intentionally failed to do so in order to increase Defendants' profits.

18 **FIRST CAUSE OF ACTION**

19 **Unjust Enrichment**

20 **(By The Nationwide Class)**

21 57) Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
22 allegations set out in paragraphs 1 through 56.

23 58) The following statutes enacted in Arkansas, California, Connecticut, Florida, Hawaii,
24 Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota,
25 Montana, New Jersey, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Rhode
26 Island, South Carolina, Tennessee, Vermont, and Washington either prevent gift cards from
27 expiring or provide that gift cards may not expire prior to a certain designated time at least one
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1 year after the issuance of the cards: Ark. Stat. Ann. § 4-88-703 (a) and (c); Cal. Civ. Code §
2 1749.5; Conn. Gen. Stat. § 42-460; Fla. Stat. § 501.95; Hawaii Rev. Stat. § 481B-13; Ill. Rev. Stat.
3 ch. 815, § 505/255(b); Kan. Stat. Ann. § 50,6108; La. Rev. Stat. Ann. §51:1423(B)(1); Me. Rev.
4 Stat. Ann. tit. 33, § 1953(G); Md. Commercial Code Ann. § 14-1319; Mass. Gen. Laws. Ann. ch.
5 200A, § 5D; Michigan 2008 Public Act 209; Minn Stat. § 325G.53; Mont. Code Ann. §30-14-
6 108(1); N.H. Rev. Stat. Ann. § 358-A:2; N.J. Rev. Stat. § 56:8-110(a)(1); N.M. Stat. Ann. § 57-
7 12-26(B); N.D. Cent. Code § 51-29-02; Ohio Rev. Code Ann. § 1349.61; Okla. Stat. tit. 15, § 797;
8 R.I. Gen. Laws § 6-13-12; S.C. Code Ann. § 39-1-55(B); Tenn. Code Ann. § 47-18-127; Vt. Stat.
9 Ann. tit. 8, § 2702; and Wash. Rev. Code § 19.240.020(1)(a) and § 19.240.030.

10 59) Defendants placed a “redeem by” or expiration date on the back of the gifts cards that
11 it sold and marketed in the above-referenced-states.

12 60) The cards contained a “redeem by” or expiration that were set to lapse prior to one
13 year from the date of purchase by the Nationwide Class members.

14 61) Plaintiff Adell and the other similarly situated Nationwide Class members have
15 conferred a benefit or enrichment upon Defendants by purchasing the gift cards.

16 62) By placing a “redeem by” date on the back of the gift cards, Defendants have
17 improperly and unlawfully led the Nationwide Class members to believe that they could no longer
18 redeem their gift cards beyond the specified date, despite the fact that such an expiration date is
19 prohibited by the above-noted statutes.

20 63) Defendants have retained the funds from these purchases and have failed to both return
21 the monies initially paid for the unredeemed gift cards and to take reasonable steps to inform
22 Plaintiffs Estrada and Adell and other similarly situated Nationwide Class members holding
23 “expired” cards that they are entitled to redeem the gift cards notwithstanding the fact that the
24 “redeem by” date has passed.

25 64) Furthermore, by engaging in the wrongful and illegal actions set forth *supra*,
26 Defendants have been able to retain monies paid for gift cards without having to redeem the cards
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1 for the goods for which the cards were originally purchased by Plaintiff Adell and other similarly
2 situated Nationwide Class members.

3 65) Under such circumstances, it would be inequitable and unjust to permit Defendants to
4 retain such monies.

5 66) Plaintiffs and the Nationwide Class members request that Defendants disgorge all
6 monies paid for gifts cards for which the "redeem by" date has passed yet the cards have not been
7 redeemed for goods.

8 **SECOND CAUSE OF ACTION**

9 **Negligent Misrepresentation**

10 **(By The Nationwide Class)**

11 67) Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
12 allegations set out in paragraphs 1 through 66.

13 68) At all times herein set forth, Defendants knew or should have known that gifts cards
14 sold in the states of Arkansas, California, Connecticut, Florida, Hawaii, Illinois, Kansas,
15 Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New
16 Jersey, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Rhode Island, South
17 Carolina, Tennessee, Vermont, and Washington are not permitted to contain an expiration date or
18 one that expires prior to the statutorily required period.

19 69) Nonetheless, Defendants a marketed and sold gift cards throughout these states
20 containing a "redeem by" or expiration date identified conspicuously on the back of the cards in
21 violation of the relevant statutes.

22 70) Accordingly, Defendants made a single, material misrepresentation to all the members
23 of the Nationwide Class.

24 71) Plaintiffs relied on this misrepresentation and did in fact believe that their gift cards
25 had expired and were no longer valid.

26 72) As a result, the gift cards were not redeemed.
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1 73) The “redeem by” or expiration date on the back of the gift cards constitute a uniform
2 misrepresentation to all members of the Nationwide Class, and such misrepresentation is material
3 to any person purchasing or receiving a gift card sufficient to permit an inference of common
4 reliance among the class.

5 74) Based on Defendants’ misrepresentation, Plaintiffs Adell and Estrada and similarly
6 situated Nationwide Class members lost the value of the gift cards that were purchased for
7 valuable consideration on the grounds that the cards has purportedly expired.

8 75) Furthermore, Plaintiffs and similarly situated Nationwide Class members have been
9 damaged in that the cards that have passed the purported “redeem by” or expiration date are
10 perceived to be valueless.

11 76) Defendants’ knew or should have known that by placing a “redeem date” on the back
12 of the cards, the Nationwide Class members would believe that the card could not be redeemed
13 after that date. Nonetheless, Defendants’ negligently placed such language on the cards.
14 Accordingly, Defendants’ actions were malicious and oppressive thereby entitling the Nationwide
15 Class to punitive damages in an amount to be determined at trial.

16 **THIRD CAUSE OF ACTION**

17 **Intentional Misrepresentation**

18 **(By The Nationwide Class)**

19 77) Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
20 allegations set out in paragraphs 1 through 76.

21 78) At all times herein set forth, Defendants knew or should have known that gifts cards
22 sold in the states of Arkansas, California, Connecticut, Florida, Hawaii, Illinois, Kansas,
23 Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New
24 Jersey, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Rhode Island, South
25 Carolina, Tennessee, Vermont, and Washington are not permitted to contain an expiration date or
26 one that expires prior to the statutorily required period.

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1 79) Nonetheless, Defendants marketed and sold gift cards throughout these states
2 containing a “redeem by” or expiration date identified conspicuously on the back of the cards in
3 violation of the relevant statutes.

4 80) Accordingly, Defendants made as single, material misrepresentation to all the members
5 of the Nationwide Class.

6 81) Plaintiffs relied on this misrepresentation and did in fact believe that their gift cards
7 had expired and were no longer valid.

8 82) As a result, the gift cards were not redeemed.

9 83) The “redeem by” or expiration date on the back of the gift cards constitute a uniform
10 misrepresentation to all the Nationwide Class members, and such misrepresentation is material to
11 any person purchasing or receiving a gift card sufficient to permit an inference of common
12 reliance among the class.

13 84) Based on Defendants’ misrepresentation, Plaintiffs Adell and Estrada and similarly
14 situated Nationwide Class members lost the value of the gift cards that were purchased for
15 valuable consideration on the grounds that the cards have purportedly expired.

16 85) Furthermore, Plaintiffs and similarly situated Nationwide Class members have been
17 damaged in that the cards that have passed the purported “redeem by” or expiration date are
18 perceived to be valueless.

19 86) At all relevant times herein, Defendants had an incentive to deceive the members of the
20 Nationwide Class into believing that the cards were no longer valid after the stated “redeem by”
21 date.

22 87) Defendants’ knew by placing a “redeem by” date on the back of the cards, the
23 members of the Nationwide Class would believe that the card could not be redeemed after that
24 date. Nonetheless, Defendants’ intentionally placed such language on the cards, in part, to deceive
25 the members of the Nationwide Class into believing that their unredeemed cards were no longer
26 valid. Accordingly, Defendants’ actions were malicious and oppressive thereby entitling the
27 Nationwide Class to punitive damages in an amount to be determined at trial.
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1 **FOURTH CAUSE OF ACTION**

2 **Breach of the Covenant of Good Faith and Fair Dealing**

3 **(By Plaintiff Adell And Similarly Situated Nationwide Class Members)**

4 88) Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
5 allegations set out in paragraphs 1 through 87.

6 89) The covenant of good faith and fair dealing is implied in all contracts and requires that
7 neither party will engage in conduct contrary to the purpose of the contract.

8 90) Plaintiff Adell, and other similarly situated Nationwide Class members, created a
9 contractual agreement by paying valuable consideration for the gift cards to Defendants in
10 exchange for the promise that such gift cards could be redeemed by either them or the recipients of
11 the cards through Quixtar's website or catalogs.

12 91) The purpose of the contract was to create a mechanism whereby purchasers of the cards
13 could either redeem the cards themselves or gift the cards to others who would then be permitted
14 to redeem them for valuable goods consistent with applicable laws governing such gift cards.

15 92) By unlawfully and improperly placing a "redeem by" or expiration date on the card, or
16 by delineating a date prior to that permitted by law in the states noted supra, Defendants have
17 frustrated the purpose of the contract in that they have wrongfully represented that the cards may
18 not be redeemed beyond a specified date.

19 93) As a result, Plaintiff Adell and similarly situated Nationwide Class members have lost
20 the benefit of their bargain in that the gift cards that they purchased for valuable consideration
21 were not redeemed by them or the recipients of the cards on the grounds that the cards had
22 purportedly expired.

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FILED IN THE DISTRICT COURT OF THE STATE OF TEXAS, COUNTY OF DALLAS

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Civil Code § 1749.5**

3 **(By The California Subclass)**

4 94) Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
5 allegations set out in paragraphs 1 through 93.

6 95) California Civil Code § 1749.5 provides in pertinent part that “it is unlawful for any
7 person or entity to sell a gift certificate to a purchaser that contains . . . [a]n expiration date.”

8 96) The gift cards marketed and sold by Quixtar, by and through its IBOs, are “gift
9 certificates” as defined under Section 1749.5 and the relevant provisions of the California Civil
10 Code.

11 97) Defendants’ placement of a “redeem by” or expiration date on the gift cards violates
12 the pertinent provisions California Civil Code § 1749.5

13 **SIXTH CAUSE OF ACTION**

14 **Violation of California Business & Professions Code § 17200, et seq.**

15 **(By The California Subclass)**

16 98) Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
17 allegations set out in paragraphs 1 through 97.

18 99) Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
19 and harmful to Plaintiffs, the other Class members, and to the general public. Plaintiff seeks to
20 enforce important rights affecting the public interest within the meaning of Code of Civil
21 Procedure § 1021.5.

22 100) Defendants’ activities as alleged herein in are violations of California law, and
23 constitute “unlawful” business acts and practices in violation of California Business & Professions
24 Code § 17200, et seq.

25 101) In particular, Defendants acts fall within the unlawful prong of California Business &
26 Professions Code § 17200, et seq. because they constitute a violation of California Civil Code §
27 1749.5.

28

1 102) Defendants' acts also fall within the unfair prong of California Business & Professions
2 Code § 17200.

3 103) Plaintiffs and the putative California Subclass members have been personally
4 aggrieved by Defendants' unlawful business acts and practices as alleged herein, including but not
5 limited to the loss of money or property.

6 104) Pursuant to California Business & Professions Code § 17200, et seq., Plaintiff and the
7 putative California Subclass members are entitled to restitution of the amounts paid for the gift
8 cards including disgorgement of any profits illegally obtained by Defendants during a period that
9 commences four years prior to the filing of this complaint; a permanent injunction requiring
10 Defendants to remove the offensive language from the gift cards and to create a mechanism
11 whereby the California Subclass members are informed that their cards may be redeemed and to
12 allow those who have disposed of otherwise valid cards an opportunity to claim their gifts; an
13 award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other
14 applicable law; and an award of costs.

15 **SEVENTH CAUSE OF ACTION**

16 **Violation of California Business & Professions Code § 17500, et seq.**

17 **(By The California Subclass)**

18 105) Plaintiffs incorporate by reference and re-allege as if fully stated herein the material
19 allegations set out in paragraphs 1 through 104.

20 106) At all relevant times herein alleged, Defendants have violated California Business &
21 Professions Code § 17500 et. seq. by selling and disseminating gift cards containing false and
22 deceptive information on the back of the cards. In particular, Defendants sold and disseminated
23 gift cards that purportedly expired by a certain date.

24 107) At all relevant times herein alleged, Defendants knew or reasonably should have
25 known that gift cards are not permitted to expire by law. Therefore, Defendants knew or
26 reasonably should have known that the representation that the gift cards must be redeemed by a
27 certain date was and is untrue and misleading.

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REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury.

PRAYER FOR RELIEF

Plaintiffs, and on behalf of themselves and all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

- 1. That this action be certified as a class action;
- 2. That Plaintiffs be appointed as the representatives of the Class; and
- 3. That counsel for Plaintiffs be appointed as Class counsel.

As to the First Cause of Action

- 1. For restitution in the form of disgorgement of Plaintiffs' ill-gotten profits and restitution to those Nationwide Class members who purchased the gift cards and/or to those Nationwide Class members who received the gift cards, which were not exercised due to the perceived expiration date;
- 2. For pre-judgment interest from the date that such amounts were due;
- 3. For costs of suit incurred herein; and
- 4. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

- 1. For compensatory damages including but not limited to the cost of all cards purchased and not redeemed by the delineated "redeem by" date;
- 2. For punitive and exemplary damages in an amount to be determined at trial;
- 3. For costs of suit incurred herein; and
- 4. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

FILED IN THE DISTRICT COURT OF THE STATE OF TEXAS AT SAN ANTONIO

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1. For compensatory damages including but not limited to the cost of all cards purchased and not redeemed by the delineated “redeem by” date;
2. For punitive and exemplary damages in an amount to be determined at trial;
3. For costs of suit incurred herein; and
4. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

1. For compensatory damages including but not limited to the cost of all cards purchased and not redeemed by the delineated “redeem by” date;
2. For costs of suit incurred herein; and
3. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

1. For compensatory damages including but not limited to the cost of all cards purchased and not redeemed by the delineated “redeem by” date;
2. For costs of suit incurred herein; and
3. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

1. For disgorgement of any and all monies earned from cards that have not been redeemed past the stated “redeem by” date on the gift cards;
2. For restitution of “monies” paid by the Nationwide Class members for gift cards that have not been redeemed by the stated “redeem by” date;
3. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code § 17200 et seq.;

1 4. For reasonable attorney's fees that Plaintiff and other Class Members are entitled
2 to recover under California Code of Civil Procedure § 1021.5;

3 5. For costs of suit incurred herein; and

4 6. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 As to the Seventh Cause of Action

7 1. For disgorgement of any and all monies earned from cards that have not been
8 redeemed past the stated "redeem by" date on the gift cards;

9 2. For restitution of "monies" paid by the Nationwide Class members for gift cards
10 that have not been redeemed by the stated "redeem by" date;

11 3. For the appointment of a receiver to receive, manage and distribute any and all
12 funds disgorged from Defendants and determined to have been wrongfully acquired by
13 Defendants as a result of violations of California Business & Professions Code § 17500 et
14 seq.;

15 4. For costs of suit incurred herein; and

16 5. For such other and further relief as the Court may deem equitable and
17 appropriate.

18
19 Dated: January 12, 2009

Respectfully Submitted,

20
21 By: 

JAMES KAWAHITO

22 KAWAHITO & SHRAGA LLP

23 BRANT LAW OFFICES

24 Attorneys for Plaintiffs/Class Members
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ORIGINAL

FILED

CM-010

LOS ANGELES SUPERIOR COURT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, date of birth, address, telephone, fax)
James Kawahito (SBN 234851)
Kawahito & Shraga LLP
11835 W. Olympic Blvd. Suite 925
Los Angeles, CA 90064
TELEPHONE NO.: (310) 746-5300 FAX NO.: (310) 593-2520
ATTORNEY FOR (Name): Laura Adell and Dyana Estrada

JAN 12 2009

JOHN A. CLARKE, CLERK
BY MARY GARCIA, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill St.
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

CASE NAME: Adell v. Quixtar, et al.

CIVIL CASE COVER SHEET
Unlimited (Amount demanded exceeds \$25,000)
Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC405420
JUDGE:
DEPT:

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
Contract
Provisionally Complex Civil Litigation
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
Real Property
Enforcement of Judgment
Non-PI/PD/WD (Other) Tort
Unlawful Detainer
Miscellaneous Civil Complaint
Employment
Judicial Review
Miscellaneous Civil Petition

- 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. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. 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): 7
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: 1/12/09
James K. Kawahito

(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

ORIGINAL

SHORT TITLE:

Adell v. Quixtar, et al.

CASE NUMBER-

BC405420

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

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

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

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL ⁵⁻¹⁰ HOURS/ DAYS

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

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

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

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

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

- Class Actions must be filed in the County Courthouse, Central District.
- May be filed in Central (Other county, or no Bodily Injury/Property Damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- 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	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	①, 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

SHORT TITLE: Adell v. Quixtar, et al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<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.
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.
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.
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-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
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.

SHORT TITLE: Adell v. Quixtar, et al.	CASE NUMBER
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Judicial Review (Cont'd.)

 Provisionally Complex Litigation

 Enforcement of Judgment

 Miscellaneous Civil Complaints

 Miscellaneous Civil Petitions

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

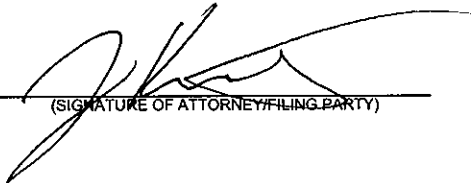
SHORT TITLE: Adell v. Quixtar, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper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

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS: 4521 Del Moreno Dr.
<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.			
CITY: Woodland Hills	STATE: CA	ZIP CODE: 91364	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: 1/12/09


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.