



U.S. Department
of Transportation

Memorandum

**National Highway
Traffic Safety
Administration**

Subject: Addition to File

Date: October 23, 2013

From: John Abbott, Safety Defects Specialist
Vehicle Integrity Division

Reply to
Attn of:

To: File EA13-001

Thru: Scott Yon, Chief Vehicle Integrity Division

Two documents, related to Graco's September 26, 2013 response to question No. 2, subpart "e" of ODI's August 2, 2013 Information Request Letter, are submitted to the file. These documents were provided to ODI electronically on October 23, 2013.

EA13-001

MEMO

10/23/2013

ATTACHMENT

Ramirez v State of California

PAGE 3

AND

Seth Long v. Graco Children's

Products Inc. (3.22.2013)

PAGE 37

EA13-001

MEMO

10/23/2013

ATTACHMENT

Ramirez v State of California

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

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

**NOTICE TO DEFENDANT; STATE OF CALIFORNIA, GRACO
(AVISO AL DEMANDADO): CHILDREN'S PRODUCTS INC., NISSAN
NORTH AMERICA INC., RODOLFO MARTINEZ and DOES 1 TO
100**

**CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court**

OCT 18 2012

John A. Clarke, Executive Officer/Clerk
By AMBER LaFLEUR-CLAYTON, Deputy

**YOU ARE BEING SUED BY PLAINTIFF: SAMIKA RAMIREZ, JAVIER
(LO ESTÁ DEMANDANDO EL DEMANDANTE): RAMIREZ,
individually and as successors in interest to the
estate of Leiana Ramirez**

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):

CASE NUMBER:
(Número del Caso):

BC494065

LOS ANGELES COUNTY SUPERIOR COURT
111 North Hill Street
111 North Hill Street
Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

ARNOLDO CASILLAS, SBN 158519 323/725-0917 323/725-0350
GREGORY W. MORENO & ASSOCIATES
3500 W. BEVERLY BLVD.
MONTEBELLO, CA 90640

DATE:

(Fecha)

Clerk, by

John A. Clarke (Secretario)

AMBER LaFLEUR-CLAYTON

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)).

ISEAL
OCT 18 2012

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): Graco Children's Products Inc.

- under:
- | | |
|--|---|
| <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

- by personal delivery on (date):

Page 1 of 1

SHORT TITLE: Ramirez v. State of California	CASE NUMBER:
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10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a. Motor Vehicle
- b. General Negligence
- c. Intentional Tort
- d. Products Liability
- e. Premises Liability
- f. Other (specify):

Negligent Infliction of Emotional Distress; Survivorship

11. Plaintiff has suffered

- a. wage loss
- b. loss of use of property
- c. hospital and medical expenses
- d. general damage
- e. property damage
- f. loss of earning capacity
- g. other damage (specify):

Loss of love, care, comfort, society, affection, support, funeral and burial expenses and all other damages recoverable under CCP 377.60, et. seq.; punitive damages, interest according to proof.

12. The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. listed in Attachment 12.
- b. as follows:

Samika Ramirez and Javier Ramirez are, respectively, the natural mother and natural father of decedent Leiana Ramirez. Plaintiffs suffered the loss of their daughter's love, care, comfort, society, affection and support, as well as her funeral and burial expenses

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1) compensatory damages
- (2) punitive damages

The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):

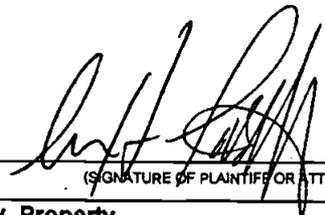
- (1) according to proof
- (2) in the amount of: \$

15. The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):

Date: 10/18/12

Arnoldo Casillas

(TYPE OR PRINT NAME)


 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

SHORT TITLE: Ramirez v. State of California	CASE NUMBER:
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FIRST _____ CAUSE OF ACTION—Premises Liability
 (number)

Page _____

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff (name): SAMIKA RAMIREZ and JAVIER RAMIREZ
 alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.
 On (date): AUGUST 26, 2011 plaintiff was injured on the following premises in the following
 fashion (description of premises and circumstances of injury):
 SEE ATTACHMENT "A"

Prem.L-2. **Count One--Negligence** The defendants who negligently owned, maintained, managed and operated
 the described premises were (names):

Does _____ to _____

Prem.L-3. **Count Two--Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully
 or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were
 (names):

Does _____ to _____
 Plaintiff, a recreational user, was an invited guest a paying guest.

Prem.L-4. **Count Three--Dangerous Condition of Public Property** The defendants who owned public property
 on which a dangerous condition existed were (names): STATE OF CALIFORNIA

Does _____ to _____

- a. The defendant public entity had actual constructive notice of the existence of the
 dangerous condition in sufficient time prior to the injury to have corrected it.
- b. The condition was created by employees of the defendant public entity.

Prem.L-5. a. **Allegations about Other Defendants** The defendants who were the agents and employees of the
 other defendants and acted within the scope of the agency were (names):

Does _____ to _____

- b. The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are
 described in attachment Prem.L-5.b as follows (names):

SHORT TITLE: Ramirez v. State of California	CASE NUMBER:
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Second _____ CAUSE OF ACTION—Motor Vehicle
 (number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

Plaintiff (name): Samika Ramirez and Javier Ramirez

MV- 1. Plaintiff alleges the acts of defendants were negligent; the acts were the legal (proximate) cause of injuries and damages to plaintiff; the acts occurred

on (date): August 26, 2011

at (place):

SR-110 Southbound (Arroyo Seco Parkway) about 3358 feet South of Orange Grove Avenue in South Pasadena, California.

MV- 2. DEFENDANTS

a. The defendants who operated a motor vehicle are (names):
 Rodolfo Martinez

Does 1 _____ to 10 _____

b. The defendants who employed the persons who operated a motor vehicle in the course of their employment are (names):

Does 1 _____ to 10 _____

c. The defendants who owned the motor vehicle which was operated with their permission are (names):
 Rodolfo Martinez

Does 1 _____ to 10 _____

d. The defendants who entrusted the motor vehicle are (names):

Does 1 _____ to 10 _____

e. The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were (names):

Does _____ to _____

f. The defendants who are liable to plaintiffs for other reasons and the reasons for the liability are
 listed in Attachment MV-2f as follows:

Does _____ to _____

Page _____

SHORT TITLE: Ramirez v. State of California	CASE NUMBER:
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THIRD CAUSE OF ACTION—Products Liability Page _____
(number)

ATTACHMENT TO Complaint Cross - Complaint
(Use a separate cause of action form for each cause of action.)

Plaintiff (name): Samika Ramirez and Javier Ramirez

Prod. L-1. On or about (date): August 26, 2011 plaintiff was injured by the following product:
a 2002 Nissan Altima (CA Lic# 4VEB829)

Prod. L-2. Each of the defendants knew the product would be purchased and used without inspection for defects.
~~The product was defective when it left the control of each defendant. The product at the time of injury~~
was being

- used in the manner intended by the defendants.
- used in the manner that was reasonably foreseeable by defendants as involving a substantial danger not readily apparent. Adequate warnings of the danger were not given.

Prod. L-3. Plaintiff was a

- purchaser of the product. user of the product.
- bystander to the use of the product. other (specify):

PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWING:

Prod. L-4. **Count One—Strict liability** of the following defendants who

- a. manufactured or assembled the product (names):
Nissan North America, Inc.
 Does 11 to 50
- b. designed and manufactured component parts supplied to the manufacturer (names):
Nissan North America, Inc.
 Does 11 to 50
- c. sold the product to the public (names):
Nissan North America, Inc.
 Does 11 to 50

Prod. L-5. **Count Two—Negligence** of the following defendants who owed a duty to plaintiff (names):
Nissan North America, Inc.

Does 11 to 50

Prod. L-6. **Count Three—Breach of warranty** by the following defendants (names):
Nissan North America, Inc.

Does 11 to 50

- a. who breached an implied warranty
- b. who breached an express warranty which was
 written oral

Prod. L-7. The defendants who are liable to plaintiffs for other reasons and the reasons for the liability are
 listed in Attachment-Prod. L-7 as follows:

SHORT TITLE: Ramirez v. State of California	CASE NUMBER:
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FOURTH **CAUSE OF ACTION—Products Liability** Page _____
(number)

ATTACHMENT TO Complaint Cross - Complaint
(Use a separate cause of action form for each cause of action.)

Plaintiff (name): Samika Ramirez and Javier Ramirez

Prod. L-1. On or about (date): August 26, 2011 plaintiff was injured by the following product:
a child safety car-seat, model "Nautilus".

Prod. L-2. Each of the defendants knew the product would be purchased and used without inspection for defects.
The product was defective when it left the control of each defendant. The product at the time of injury was being
 used in the manner intended by the defendants.
 used in the manner that was reasonably foreseeable by defendants as involving a substantial danger not readily apparent. Adequate warnings of the danger were not given.

Prod. L-3. Plaintiff was a
 purchaser of the product. user of the product.
 bystander to the use of the product. other (specify):

PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWING:

Prod. L-4. **Count One—Strict liability** of the following defendants who

- a. manufactured or assembled the product (names):
Graco Children's Products, Inc.
 Does 51 to 100
- b. designed and manufactured component parts supplied to the manufacturer (names):
Graco Children's Products, Inc.
 Does 51 to 100
- c. sold the product to the public (names):
Graco Children's Products, Inc.
 Does 51 to 100

Prod. L-5. **Count Two—Negligence** of the following defendants who owed a duty to plaintiff (names):
Graco Children's Products, Inc.

Does 51 to 100

Prod. L-6. **Count Three—Breach of warranty** by the following defendants (names):

- Graco Children's Products, Inc.
 Does 51 to 100
- a. who breached an implied warranty
- b. who breached an express warranty which was
 written oral

Prod. L-7. The defendants who are liable to plaintiffs for other reasons and the reasons for the liability are
 listed in Attachment-Prod. L-7 as follows:

FIFTH CAUSE OF ACTION

**NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
[BY PLAINTIFF SAMIKA RAMIREZ ONLY, AND AS AGAINST ALL DEFENDANTS]**

1. Plaintiff Samika Ramirez incorporates all of the allegations and facts contained in the previous four causes of action and other allegations of this complaint in pages 1 through 3.
2. At all times mentioned herein, plaintiff SAMIKA RAMIREZ was present with and in close proximity to decedent Leiana Ramirez during the collision and resulting automobile fire underlying this incident of August 26, 2011, and personally and contemporaneously witnessed the injury-causing events suffered by her daughter Leiana Ramirez. Plaintiff Samika Ramirez was sensorially aware that her daughter was being severely injured and that her daughter was dying in front of her. Plaintiff had a sensory and contemporaneous observance of the subject incident which resulted in the death of her daughter.
3. As a direct and proximate result of the above-described conduct of said defendants, and each of them, plaintiff Samika Ramirez has suffered great emotional shock which has caused, and continues to cause, great physical and mental pain and suffering, all to her general damage, in an amount in excess of the jurisdictional limits of this Court.
4. As a direct and proximate result of the conduct of the defendants, and each of them, including DOES 1 through 100, inclusive, as aforesaid, plaintiff Samika Ramirez was compelled to and did employ the services of hospitals, physicians, therapist, nurses and the like, to care for and treat her, and did incur hospital, medical, professional and incidental expenses, and plaintiff is informed and believes and thereupon alleges that by reason of her injuries, she will necessarily incur additional like expenses for an indefinite period of time in the future, the exact amount of which expenses will be stated according to proof.

**FOURTH CAUSE OF ACTION
SURVIVORSHIP
AS TO DEFENDANTS NISSAN NORTH AMERICA, INC., GRACO CHILDREN'S
PRODUCTS, AND DOES 11 THROUGH 100, INCLUSIVE**

1. Plaintiffs Samika Ramirez and Javier Ramirez are the legal heirs and successors in interest to Leiana Ramirez, deceased. This cause of action is brought by the legal heirs and successors in interest to the Estate of Leiana Ramirez as permitted by Sections 377.30 et seq. of the California Code of Civil Procedure.
2. On or about August 26, 2011, after causes of action arose in her favor, Leiana Ramirez died. She would have been a plaintiff in this action had she survived the injuries she sustained in the underlying collision and resulting fire.
3. On or about August 26, 2011, and for a measurable period of time before the death of Leiana Ramirez, personal property of said decedent, including clothing, toys and personal items, were damaged or destroyed in the subject collision, and while alive said decedents had valid claims and causes of action to recover damages for, among other things, personal property damage, and prejudgment interest as allowed by law and costs of suit.
4. The conduct of said defendants, and each of them, as herein set forth above, was tortious and the direct and proximate cause of the damages suffered by decedent Leiana Ramirez, as alleged above, which were sustained and incurred for a measurable period of time by the decedent before her death.
5. In addition, the conduct of said defendants, and each of them, was also willful, malicious, oppressive, fraudulent, deliberately indifferent to, and in conscious disregard of the rights of plaintiffs' decedents as alleged below.
6. Defendant GRACO CHILDREN'S PRODUCTS and Does 51 to 100, and each of them, designed their "Nautilus" car seat with parts that made it extremely difficult to remove a child that was secured in the seat during an emergency, such as a vehicle fire. A vehicle fire is a foreseeable event that may occur during the operation of a motor vehicle but GRACO failed to consider such an event in their research and design. As a result, GRACO's design, including its selection of materials, increased the risk of injury and death to its purchasers and users of its product.
7. Defendant NISSAN NORTH AMERICA and Does 11 to 50, and each of them, designed the subject vehicle, including the selection and placement of its fuel storage and delivery system, in a manner that made the vehicle highly susceptible to vehicle fuel-system fires. This danger was increased in rear-end collisions, such as the type involved in this matter.
6. Plaintiffs therefore seeks recovery for special damages, for personal property damages, and all other related expenses, damages, and losses, together with appropriate punitive and exemplary damages, as permitted by section 377.34 of the Code of Civil Procedure, against said defendants, according to proof at trial.

CAUSE OF ACTION – ATTACHMENT "A"
PREMISES LIABILITY: DANGEROUS CONDITION OF PUBLIC PROPERTY
AS AGAINST DEFENDANT STATE OF CALIFORNIA

1. Plaintiffs reallege as though fully set forth at length, and incorporate herein by reference, all of the allegations and statements contained in the previous causes of action and in pages 1 through 3, inclusive, above.
2. On or about August 26, 2011, the design, construction, and prior maintenance of State Route 110 (the Arroyo Seco Parkway or roadway) at and approaching approximately 3358 feet south of Orange Grove Avenue, South Pasadena, CA., was such that it created a dangerous condition of public property. Defendant State of California designed, constructed, owned, operated, controlled and/or maintained said roadway and its related appurtenances and infrastructure. Said Defendant was aware that such was being used by the public at large as a public roadway and ratified and condoned such public use of the roadway.
3. Said defendant was also responsible for the upkeep and maintenance of the roadway in question as well as the related appurtenances, infrastructure, and its adjacent and related traffic control devices, lighting, trees, signs and safety devices and fixtures. Said defendant was also responsible for evaluating and establishing speed limits, for managing traffic flow and patterns, and for determining the number and widths of traffic lanes along the roadway/parkway in question.
4. Plaintiff Samika Ramirez and her daughter, decedent Leiana Ramirez, were occupants in a vehicle traveling southbound on the Arroyo Seco Parkway south of Orange Grove Avenue at a legal highway speed. The vehicle in which the decedent was traveling became disabled on this roadway and Plaintiff Samika Ramirez, who was operating the vehicle, was unable to leave the roadway because there were no shoulders, turn-outs, exits or other reasonable and safe means of escaping from the flow of traffic or otherwise leaving the lanes of travel.
5. As Plaintiff Samika Ramirez and her daughter waited for assistance, they were struck from behind by another motorist traveling in the same direction who was unable to see them due to the roadway's design, including its sharp curves and superelevations. Following the collision, a fire quickly consumed the vehicle. Plaintiff Samika Ramirez attempted to rescue her daughter, Leiana, from the burning vehicle but was unable to do so. As a result, Plaintiff Samika Ramirez was severely burned and her daughter suffered extensive burn injuries, from which she eventually died.

6. This area of the Arroyo Seco Parkway was prone to such collisions caused by stalled, stopped or disabled vehicles. The subject roadway was designed and intended by the defendant State of California and Does 30-50, and each of them, as a parkway; i.e., a sightseeing roadway intended for vehicles traveling at slow speeds. The roadway curves and turns were not designed or intended for travel by vehicles exceeding 45 miles an hour, much less a speed limit of 55 miles per hour or the average speed of vehicles which at the time of the collision exceeded 55 miles per hour. The State of California was aware of these high speeds and that the roadway was not safe for vehicles traveling at such speeds in that vehicles at such speeds could not safely stop in time to prevent striking stopped or disabled vehicles in the roadway or otherwise avoid such vehicles. This dangerous condition was the cause of several rear-end collisions along this roadway. The State of California was aware of this collision history through the State's regular monitoring of collision reports prepared by the California Highway Patrol as well as through other reports which the State of California and its department of transportation (CALTRANS) regularly prepared and evaluated.
7. The average speed for the area where the subject collision took place exceeded 55 miles per hour. The State of California was aware of this through regular traffic/speed studies done on the subject roadway. The speed limit for the highway of 55 miles-per-hour far exceeds the reasonable safe limits for vehicle traffic on this roadway.
8. At such speeds and because of the limited sight distances related to curves in the roadway, as well as due to existing sight obstructions such as trees, fences, and roadway medians, motorists traveling south along the Arroyo Seco Parkway, approaching the location where the underlying collision took place, are unable to see stopped vehicles in the roadway with sufficient time/distance to avoid collisions, resulting in rear-end collisions with stopped/disabled vehicles.
9. The State of California and is and was aware of this hazardous and dangerous condition and has been so aware for at least fifteen years prior to the date of the underlying condition, but failed to take reasonable measures to address the dangers and hazards. Defendant State of California failed to install roadway shoulders, failed to take measures to reduce the speed limits, to post signs or other warning devices and to change the configuration of the roadway to allow for a stopping lane or roadway shoulder for use in emergency circumstances.

10. The accident in question was caused by the negligent design, construction, maintenance and repair of the roadway. Prior to the subject accident, said Defendants, and each of them, were aware that the location of the accident constituted a dangerous condition as a result of the design, including its blind curves, maintenance and construction of the roadway; its lack of emergency shoulder, turn outs or other emergency lanes.
11. Said Defendants, and each of them, knew or should have known, and had actual or constructive notice a sufficient time prior to the injury to have taken measures to protect against the dangerous condition of said roadway, and the foreseeable risk of injury for traffic and users of the public roadway.
12. Said Defendants, and each of them, knew or should have known, and had actual or constructive notice of the dangerous conditions of the highway based upon prior studies of similar conditions and accidents at or near the location a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.
13. Said Defendants, and each of them, were aware of prior similar accidents at this location and at other locations in the area and failed to take reasonable measures to warn motorists of the foreseeable risk and danger.
14. As a direct and proximate result of the dangerous condition of public property described herein, Plaintiffs Samika Ramirez suffered severe bodily injuries, including burns to her body as well as emotional/psychological injuries for which she was compelled to and did employ the services of hospitals, physicians, therapist, nurses and the like, to care for and treat her, and did incur hospital, medical, professional and incidental expenses. Plaintiff Samika Ramirez is informed and believes and thereupon alleges that by reason of her injuries, she will necessarily incur additional like expenses for an indefinite period of time in the future, the exact amount of which expenses will be stated according to proof.
15. As a direct and proximate result of the dangerous condition of public property described herein, Plaintiffs' decedent sustained severe bodily injuries, including burns to her body, from which she eventually died. As a proximate result of this, Plaintiffs Samika Ramirez and Javier Ramirez suffered the loss of their daughter Leiana Ramirez and her love, affection, society, service, comfort, support and counseling, companionship, solace and moral support, and Plaintiffs suffered funeral and burial expenses.
16. As a proximate result of the negligence of said Defendants, and each of them, Plaintiff Samika Ramirez suffered severe physical injuries, including burns to her body and emotional injuries stemming from hearing her trapped daughter scream, unable to rescue her, as their vehicle was consumed by fire.

17. As a proximate result of the negligence of said Defendants, and each of them, Plaintiffs suffered the loss of consortium.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
ARNOLDO CASILLAS, SBN 158519
GREGORY W. MORENO & ASSOCIATES
3500 W. BEVERLY BLVD.

MONTEBELLO, CA 90640
TELEPHONE NO.: 323/725-0917 FAX NO.: 323/725-0350
ATTORNEY FOR (Name): Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles, California 90012
BRANCH NAME: CENTRAL DISTRICT

CASE NAME: RAMIREZ v. STATE OF CALIFORNIA

FOR COURT USE ONLY

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

OCT 18 2012

John A. Clarke, Executive Officer/Clerk
By *[Signature]* Deputy
A. E. LaFLEUR, CLERK

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: **BC494065**
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 <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 type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" 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. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence 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): SIX
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: OCTOBER 18, 2012
ARNOLDO CASILLAS, SBN 158519
(TYPE OR PRINT NAME)

[Signature]
(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.

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

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

	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 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 checked="" type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE: RAMIREZ V. STATE OF CALIFORNIA

CASE NUMBER

	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 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.
Real Property	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	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	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: RAMIREZ v. STATE OF CALIFORNIA

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	<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.
	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	<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	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	<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) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	<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: RAMIREZ v. STATE OF CALIFORNIA

CASE NUMBER

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.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

ADDRESS: INTERSECTION OF 11 FREEWAY AND YORK BLVD.

CITY:

LOS ANGELES

STATE:

CA

ZIP CODE:

90042

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

Dated: OCT 18, 2012

(SIGNATURE OF ATTORNEY/FILING PARTY)

ARNOLDO CASILLAS

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.

ORIGINAL FILED

NOTICE SENT TO:

Law Offices of Gregory W. Moreno & Asso
3500 W. Beverly Blvd.
Montebello CA 90640

FILE STAMP
OCT 25 2012

col

LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

SAMIKA RAMIREZ ET AL

Plaintiff(s),

VS.

STATE OF CALIFORNIA ET AL

Defendant(s).

CASE NUMBER

BC494065

**NOTICE OF CASE
MANAGEMENT CONFERENCE**

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for March 8, 2013 at 1:30 pm in Dept. 14 at 111 North Hill Street, Los Angeles, California 90012.

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

2/21/13

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, section 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code Section 68608 (b), and California Rules of Court 2.2 et seq.

Date: October 25, 2012

TERRY A. GREEN, JUDGE

Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

by personally giving the party notice upon filing the complaint.

Date: October 25, 2012

John A. Clarke, Executive Officer/Clerk

by P. CORTEZ, Deputy Clerk

1 ARNOLDO CASILLAS, SBN 158519
2 Law Offices of Gregory W. Moreno & Associates
3 A Professional Law Corporation
4 3500 West Beverly Boulevard
5 Montebello, CA 90640-1541
6 Telephone: (323)725-0917
7 Facsimile: (323)725-0350

8 Attorneys for Plaintiff
9 Samika Ramirez, Javier Ramirez, individually and as
10 successors in interest to the estate of Leiana Ramirez

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13 **SOUTHEAST DISTRICT**

14 SAMIKA RAMIREZ, JAVIER RAMIREZ,
15 INDIVIDUALLY AND AS SUCCESSORS IN
16 INTEREST TO THE ESTATE OF LEIANA
17 RAMIREZ,

18 Plaintiffs,

19 v.

20 STATE OF CALIFORNIA, GRACO
21 CHILDREN'S PRODUCTS INC., NISSAN
22 NORTH AMERICA INC., RODOLFO
23 MARTINEZ AND DOES 1 through 100

24 Defendants.

25) **CASE NO.: BC494065**
26) *(Assigned to the Hon. Judge Terry*
27) *Green, Dept. 14)*

28) **NOTICE OF RULING ON THE**
) **MOTION TO STRIKE AND**
) **STATUS CONFERENCE**

29 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

30 **PLAINTIFFS SAMIKA RAMIREZ, JAVIER RAMIREZ, INDIVIDUALLY AND AS**
31 **SUCCESSORS IN INTEREST TO THE ESTATE OF LEIANA RAMIREZ hereby give notice**
32 **of the Court's ruling on the Motion to strike and status conference on January 29, 2013:**

33 **Trial: February 10, 2014 at 10:00 a.m.**

34 **Final Status Conference: January 27, 2012 at 8:45 a.m.**

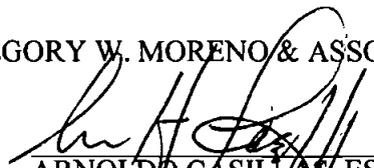
35 **Case Management Conference: March 8, 2013 at 1:30 p.m.**

36 Plaintiff's counsel was ordered to give notice.

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DATED: January 31, 2013

GREGORY W. MORENO & ASSOCIATES

BY: 
ARNOLDO CASILLAS, ESQ.
Attorney for PLAINTIFFS

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION**

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (Civil only).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation, and settlement conference are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conference:

A settlement conference may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

COURT ADR PROGRAMS

CIVIL:

- Arbitration (non-binding) (Code Civ. Proc. §§ 1141.10-1141.31, Cal. Rules of Court, rules 3.810-3.830, and Local Rules, rule 3.252 et seq.)
- Mediation (Code Civ. Proc. §§ 1775-1775.15, Cal. Rules of Court, rules 3.850-3.860, 3.865-3.872 and 3.890-3.898, Evid. Code §§ 1115-1128, and Local Rules, rule 3.252 et seq.)
 - Civil Harassment Mediation
 - Eminent Domain Mediation (Code Civ. Proc. §1250.420)
 - Small Claims Mediation
- Neutral Evaluation (Local Rules, rule 3.252 et seq.)
- Settlement Conference
 - Voluntary Settlement Conference (Local Rules, rule 3.252 et seq.)
 - Retired Judge Settlement Conference

FAMILY (non-custody):

- Arbitration (non-binding) (Fam. Code § 2554 and Local Rules, rule 5.18)
- Mediation (Local Rules, rule 5.18)
- Settlement Conference
 - Forensic Certified Public Accountant (CPA)
 - Spanish Speaking Settlement Conference

PROBATE:

- Mediation
- Settlement Conference

NEUTRAL SELECTION

Parties may select an arbitrator, mediator, or evaluator from the Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Panel, the ADR staff will assign on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

Party Select Panel The Party Select Panel consists of arbitrators, mediators, and evaluators who have achieved a specified level of experience in court-annexed cases. The parties (collectively) are charged \$150.00 per hour for the first three hours of hearing time. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

Random Select Panel The Random Select Panel consists of trained arbitrators, mediators, evaluators, and settlement officers who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that Random Select Panel neutrals provide three hours hearing time per case on a pro bono basis. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX	EMAIL
Antonovich	42011 4th St. West	1st Fl.	Lancaster, CA 93534	661-974-7275	661-945-8173	AntelopeADR@lasuperiorcourt.org
Chatsworth	9425 Penfield Ave.	3100	Chatsworth, CA 91311	818-576-8565	818-576-8733	ChatsworthADR@lasuperiorcourt.org
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	310-803-3072	310-223-0337	ComptonADR@lasuperiorcourt.org
Glendale	600 E. Broadway	273	Glendale, CA 91206	818-500-3160	818-548-5470	GlendaleADR@lasuperiorcourt.org
Long Beach	415 W. Ocean Blvd.	318	Long Beach, CA 90802	562-491-6272	562-437-3802	LongBeachADR@lasuperiorcourt.org
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	562-807-7243	562-462-9019	NorwalkADR@lasuperiorcourt.org
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	626-356-5685	626-656-1774	PasadenaADR@lasuperiorcourt.org
Pomona	400 Civic Center Plaza	106	Pomona, CA 91768	909-620-3183	909-629-6283	PomonaADR@lasuperiorcourt.org
San Pedro	505 S. Centre St.	209	San Pedro, CA 90731	310-519-6151	310-514-0314	SanPedroADR@lasuperiorcourt.org
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	310-260-1829	310-319-6130	SantaMonicaADR@lasuperiorcourt.org
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	213-974-5425	213-633-5115	CentralADR@lasuperiorcourt.org
Torrance	825 Maple Ave.	100	Torrance, CA 90503	310-222-1701	310-782-7326	TorranceADR@lasuperiorcourt.org
Van Nuys	6230 Syomar Ave.	418	Van Nuys, CA 91401	818-374-2337	818-802-2440	VanNuysADR@lasuperiorcourt.org

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS**

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK

ALTERNATIVE DISPUTE RESOLUTION (ADR) DEPARTMENT

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act (DRPA) to provide information about the availability of local dispute resolution programs funded under DRPA. For more information regarding these programs, contact the Los Angeles County Department of Community and Senior Services Contracts Administration Office at 213-738-2621. The following is a list of the local dispute resolution programs funded in Los Angeles County.

Superior Court of California, County of Los Angeles, ADR Office 213-974-5425
www.lasuperiorcourt.org/ADR

**STAFF AND VOLUNTEERS OF THE FOLLOWING AGENCIES ARE NOT EMPLOYEES OF THE
SUPERIOR COURT:**

Asian-Pacific American Dispute Resolution Center 213-250-8190 www.apadrc.org

California Academy of Mediation Professionals 818-377-7250 www.campmediation.org

California Lawyers for the Arts, Arbitration, and Mediation Service 310-998-5590
www.calawyersforthearts.org

Center for Civic Mediation 877-473-7658 213-896-6533 www.centerforcivicmediation.org

Center for Conflict Resolution 818-705-1090 www.ccr4peace.org

Centinela Youth Services, City of Hawthorne 310-970-7702 www.cys.la.org

Inland Valleys Justice Center 877-832-9325 www.ivjc.org

Korean American Coalition 4.29 Dispute Resolution Center 213-365-5999 www.kacla.org

Los Angeles County Department of Consumer Affairs, Dispute Settlement Services 213-974-0825
www.dca.lacounty.gov

Loyola Law School, The Center for Conflict Resolution 213-736-1145 www.lls.edu/ccr

Norwalk Dispute Resolution Program 562-929-5603 www.ci.norwalk.ca.us/socialservices2.asp

Office of the Los Angeles City Attorney, Dispute Resolution Program 213-485-8324
www.atty.lacity.org/mediate

**THE PROGRAMS LISTED ABOVE DO NOT OFFER LEGAL ADVICE OR HELP YOU
RESPOND TO A SUMMONS; HOWEVER, THEY MAY ASSIST IN RESOLVING YOUR
PROBLEM THROUGH MEDIATION.**

NAME, ADDRESS, TELEPHONE, FAX, and E-MAIL:	STATE BAR NUMBER:	<i>Reserved for Clerk's File Stamp</i>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties in the above-titled action stipulate to participate in the Alternative Dispute Resolution (ADR) process checked below:

- | | |
|--|---|
| <input type="checkbox"/> Mediation | <input type="checkbox"/> Neutral Evaluation |
| <input type="checkbox"/> Arbitration (non-binding) | <input type="checkbox"/> Settlement Conferent |
| <input type="checkbox"/> Arbitration (binding) | <input type="checkbox"/> Other ADR Process (<i>describe</i>): _____ |

Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
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Dated	Name of Stipulating Party <input type="checkbox"/> Plaintiff <input type="checkbox"/> Cross-complainant <input type="checkbox"/> Defendant <input type="checkbox"/> Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney

Number of additional pages attached to this document: _____

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

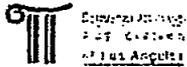


Superior Court of California
County of Los Angeles

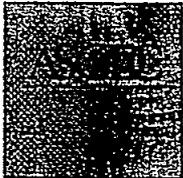


Los Angeles County
Bar Association
Litigation Section

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:
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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 _____ for the complaint, and _____ 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.
(INSERT DATE) (INSERT DATE)
 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)		(ATTORNEY FOR PLAINTIFF)
Date:		➤	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		➤	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		➤	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		➤	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		➤	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		➤	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

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 – DISCOVERY RESOLUTION		CASE NUMBER:

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)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

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:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. 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.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

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)	y _____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	y _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	y _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	y _____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	y _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	y _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	y _____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	y _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

EA13-001

MEMO

10/23/2013

ATTACHMENT

Seth Long v. Graco Children's
Products Inc. (3.22.2013)

UNITED STATES DISTRICT COURT

for the Northern District of California

SETH LONG, individually, and on behalf of other members of the general public similarly situated,

Plaintiff

v.

GRACO CHILDREN'S PRODUCTS, INC., a Delaware corporation; NEWELL RUBBERMAID, INC., a Delaware corporation

Defendant

C 13 1257

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

NEWELL RUBBERMAID INC., a Delaware corporation.

3 GLENLAKE PKWY

ATLANTA, GA 30328

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jordan L. Lurie
Capstone Law APC
1840 Century Park East, Suite 450
Los Angeles, California 90067
Tel: (310) 556-4811

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MAR 20 2013

Date:

CLERK OF COURT

Handwritten signature of the Clerk or Deputy Clerk

Signature of Clerk or Deputy Clerk

1 Jordan L. Lurie (SBN 130013)
Jordan.Lurie@capstonelawyers.com
2 David L. Cheng (SBN 240926)
David.Cheng@capstonelawyers.com
3 Sue J. Kim (SBN 256392)
Sue.Kim@capstonelawyers.com
4 Arvin Ratanavongse (SBN 257619)
Arvin.Ratanavongse@capstonelawyers.com
5 Capstone Law APC
1840 Century Park East, Suite 450
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Seth Long

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 SETH LONG, individually, and on behalf
13 of other members of the general public
similarly situated,

14 Plaintiff,

15 vs.

16 GRACO CHILDREN'S PRODUCTS INC.,
a Delaware corporation; NEWELL
17 RUBBERMAID INC., a Delaware
corporation,

18 Defendants.
19
20
21
22
23
24
25

Case No.: 13 1257
CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17500, *et seq.*);
- (2) Violation of the Consumers Legal Remedies Act (Cal. Civil Code §§ 1750, *et seq.*);
- (3) Breach of Express Warranty (Cal. Civ. Code §§ 1791.2, 1793, and 1795, *et seq.*);
- (4) Breach of Implied Warranty (Song Beverly Consumer Warranty Act, Cal. Civ. Code §§ 1792 and 1791.1, *et seq.*);
- (5) Breach of Express Warranty under Cal. Com. Code § 2313;
- (6) Breach of Implied Warranty of Merchantability (UCC);
- (7) Breach of Implied Warranty Pursuant to Magnuson-Moss Warranty Act (15 U.S.C. §2301); and
- (8) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200, *et seq.*).

Jury Trial Demanded

ORIGINAL
FILED

MAR 20 2013

RICHARD W. WICKING
CLERK, U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

MEJ

FILED BY FAX

1 Plaintiff Seth Long (“Plaintiff”) individually and on behalf of all others similarly
2 situated, brings this action for damages and injunctive relief against Defendants Graco
3 Children’s Products Inc. and Newell Rubbermaid Inc. (collectively, “Defendants”), and states:

4 **INTRODUCTORY STATEMENT**

5 1. Plaintiff brings this action individually and on behalf of all other similarly
6 situated California and nationwide consumers (“Class Members”) who purchased, within the
7 applicable statutes of limitations period, a Graco car seat manufactured between January 1, 2009
8 and October 2012 that was equipped with a “QT Buckle” (referred to herein as the “class car
9 seats” or “the products”). These class car seats include, without limitation, any of the following
10 models:

11 **Nautilus**

12 **Nautilus Elite**

13 **Argos 70**

14 **MyRide 65**

15 **MyRide 65 with Safety Surround**

16 **MyRide 70**

17 **Comfort Sport**

18 **Classic Ride 50**

19 **Size4Me**

20 **Toddler SafeSeat Step 2**

21 **CozyCline**

22 **SmartSeat**

23 **Snugride**

24 **Snugride 30**

25 **Snugride 32**

26 **Snugride 35**

27 **Infant SafeSeat Step 1**

28 **Snugride Click Connect 40**

1 2. This action concerns the advertisement and sale of defective child car seats by
2 Defendants under the Graco name brand. The class car seats are defective in that the harness
3 buckle which is a component of the car seats (the “QT Buckle”) is either unreasonably difficult
4 to unlatch, or simply will not unlatch. Numerous consumers have reported that they had to
5 either struggle excessively to unlatch their child from the class car seats, had to cut the harness
6 in order to remove their child from the car seats, had to manipulate their child out of the car seat
7 while the harness was still buckled, or simply stopped using the car seat because it would not
8 unbuckle.

9 3. The alleged defect includes the inability of the buckles to de-latch, even when
10 dirty. Reasonable consumers expect that children’s car seats will get dirty and that even if
11 some dirt accumulates in the latch, the buckles will open. To the extent that Defendants contend
12 that the buckle malfunction is due to foreign material accumulating in the buckle and
13 consumers’ failures to clean the buckle apparatus, Defendants failed to disclose, adequately or at
14 all, material information regarding the necessary cleaning procedures for the car seats.

15 4. Through print, product package, internet, and other forms of advertising,
16 Defendants have warranted and promised the class car seats as free from defects and suitable for
17 their intended use. Moreover Defendants have advertised one feature of the class car seats as
18 follows: the “5-point, front-adjust harness helps you get baby in and out.”

19 5. However, Defendants knew or should have known that the class car seats had
20 one or more design and/or manufacturing defects which result in the failure of the harness
21 buckle to operate as intended. The defects impede the ability of, or otherwise prevent, the safe
22 and timely removal of the child from the car seat.

23 6. The defects pose an unreasonable safety hazard to consumers and/or their
24 children because in the event of a vehicle accident it may be imperative to remove the child
25 from the seat belt as quickly as possible to avoid further injury or death. According to the
26 National Highway Transportation Safety Administration “[c]ar crashes are the number one killer
27 of children 1 to 12 years old in the United States.” Moreover, for other reasons, it may be
28 imperative to remove the child from the car seat to avoid injury or death such as if the car

1 becomes submerged in water, if the car is on fire, or if the child is suffering a medical
2 emergency that necessitates removal from the car seat.

3 7. Defendants knew or should have known about the defects. Despite Defendants'
4 knowledge that their car seats were defective, Defendants sold and continued to sell their car
5 seats to unwitting consumers including Plaintiff and class members, who have relied on
6 Defendants' advertising in deciding whether to purchase, or pay a premium price for, the class
7 car seats. Despite the class car seats being defective, Defendants have failed and continue to fail
8 to refund Plaintiff and class members' purchases of the class car seats, all to Defendants' profit
9 and at the expense of innocent consumers.

10 8. Because Defendants will not notify class members that the class car seats are
11 defective, Plaintiff and class members and/or their children are subjected to dangerous
12 conditions.

13 9. Defendants knew about and concealed the defects in every class car seat, along
14 with the attendant dangerous safety hazards, from Plaintiff and class members, at the time of
15 sale and thereafter. In fact, instead of repairing the defects in the class car seats, Defendants
16 refused to acknowledge their existence.

17 10. If Plaintiff and the class members knew about these defects at the time of sale,
18 Plaintiff and class members would not have purchased the class car seats or would have paid
19 less for them.

20 11. Defendants' unfair and deceptive business practices have caused Plaintiff and
21 other consumers to spend millions of dollars on the purchase and/or premium price for the class
22 car seats, which they would otherwise not have spent, had they known that the class car seats
23 were defective. Plaintiff, on behalf of himself and all other similarly situated persons, seeks
24 actual and/or compensatory damages, restitution and equitable relief, costs and expenses of
25 litigation, attorneys' fees, and all other available relief for Plaintiff and all other members of the
26 class described more fully below.

27 THE PARTIES

28 12. Plaintiff SETH LONG is a resident of Ventura, California in Ventura County.

1 conduct business in California, have sufficient minimum contacts in California, or otherwise
2 intentionally avail themselves of the California market through the promotion, sale, marketing
3 and distribution of their products so as to render the exercise of jurisdiction over them by
4 California courts consistent with traditional notions of fair play and substantial justice.
5 Moreover, Defendants' wrongful conduct (as described herein) foreseeably affects consumers
6 in California.

7 20. Venue is proper in this Court because, upon information and belief, Defendants
8 reside, transact business, or have offices in this district and the acts and omissions alleged
9 herein took place in this district.

10 21. Defendants, through their business of promoting, selling, marketing and
11 distributing the class car seats, have established sufficient contacts in this district.

12 22. In addition, a substantial part of the events or omissions giving rise to these
13 claims and a substantial part of the property that is the subject of this action are in this district.
14 Plaintiff's Declaration, as required under California Civil Code section 1780(d) but not
15 pursuant to *Erie* and federal procedural rules, which reflects that a substantial part of the
16 events or omissions giving rise to the claims alleged herein occurred, or a substantial part of
17 property that is the subject of this action, is situated in this district, is attached as Exhibit A.

18 23. Accordingly, venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).

19 **FACTUAL ALLEGATIONS**

20 24. Defendant NEWELL RUBBERMAID, INC. is the parent corporation of
21 GRACO CHILDREN'S PRODUCTS INC., and describes itself as a global marketer of
22 consumer and commercial products that touch the lives of people where they work, live and
23 play. The Company's products are marketed under a strong portfolio of brands, including
24 Rubbermaid®, Graco®, Aprica®, Levolor®, Calphalon®, Goody®, Sharpie®, Paper Mate®,
25 Dymo®, Parker®, Waterman®, Irwin® and Lenox®. The Company's multi-product offering
26 consists of well-known, name-brand consumer and commercial products in three business
27 segments: Home & Family; Office Products; and Tools, Hardware & Commercial Products.

28 25. GRACO CHILDREN'S PRODUCTS INC. ("Graco") was formed in

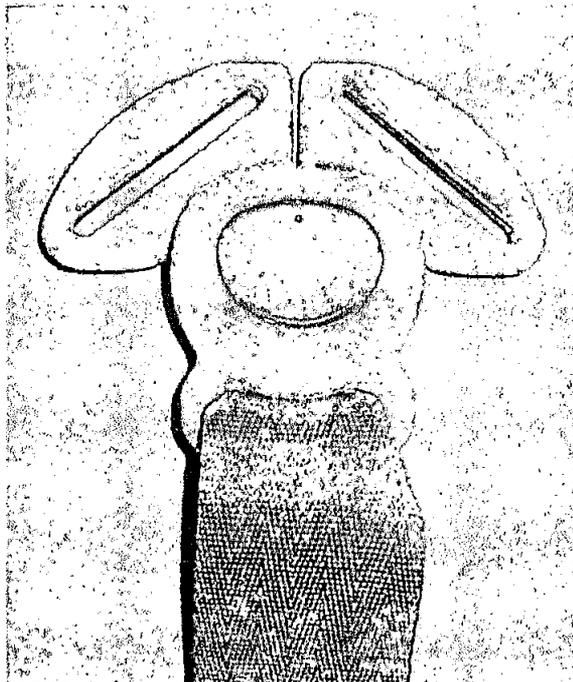
1 Philadelphia, Pennsylvania, in 1942, as “Graco Metal Products.” Over a decade later they
2 produced their first infant product, the “Graco Swingomatic” which enjoyed huge commercial
3 success and established Graco as a household name. As Graco grew, they expanded their
4 product line to include car seats.

5 26. Today, Graco makes a variety of products for infants and toddlers including car
6 seats, strollers, play yards, highchairs, and monitors. Graco sells its products online and via
7 other online and store retailers such as Amazon, Babies 'R' Us, and Target.

8 27. Defendants sell dozens of different car seat models including the “Smart Seat,”
9 “Argos,” “My Ride,” and “Nautilus” lines.

10 28. This action concerns all car seats sold by Defendants under the Graco brand
11 name which use a particular seat harness buckle called the “QT Buckle.”

12 29. A picture depicting the “QT Buckle” which is a component of every class car
13 seat is set forth on the following page (not actual size):



26 30. Graco used the QT Buckle for the model car seats alleged during the Class
27 Period and at least from 2009-2012. On information and belief, Defendants sold over millions
28 of car seats with the QT Buckles nationwide during the Class Period.

1 31. Through print, product packaging, internet, and other forms of advertising,
2 Defendants have warranted and promised the class car seats as free from defects and suitable for
3 their intended use. For example, Defendants have advertised one feature of the car seats as
4 follows: the “5-point, front-adjust harness helps you get baby in and out.”

5 32. However, Defendants knew or should have known that the class car seats had
6 one or more design and/or manufacturing defects which result in the failure of the harness
7 buckle to operate as intended. The defects impede the ability of, or otherwise prevent, the
8 safe and timely removal of the child from the car seat.

9 33. By October 15, 2012, the Office of Defects Investigation of the National
10 Highway Traffic Safety Administration (“ODI”) opened an investigation of the class car seats
11 at issue in this complaint as a result of consumer complaints that the harness buckles were
12 unreasonably difficult to unlatch, or not able to be unlatched at all.

13 34. ODI initiated an investigation because it had received 25 reports from
14 consumers alleging difficulty in opening the harness buckles in 2009-2011 Graco My Ride
15 and Nautilus child seats. Nine of the complainants could not unlatch the buckle at all. Three
16 complainants had to cut the harness to remove their children, and the other six managed to
17 remove their children by pulling them through the still buckled harness. After evaluating
18 additional complaints with other Graco car seat models, ODI expanded the investigation to
19 include all Graco car seats equipped with the same model buckles as the My Ride and
20 Nautilus.

21 35. Through testing, research, complaints and the ODI investigation, among other
22 things, Defendants knew or should have known that the class car seats were defective because
23 their harness buckles do not work as intended and impede the ability of, or otherwise prevent,
24 the safe and timely removal of the child from the car seat.

25 36. Hundreds, if not thousands, of purchasers of the class car seats have experienced
26 these unbuckling problems. Complaints filed by consumers with the National Highway Traffic
27 Safety Administration (“NHTSA”) demonstrate that the defect is widespread and dangerous.
28 The complaints also indicate Defendants’ awareness of the problems. The following are some

1 safety complaints relating to the car seats (spelling and grammar mistakes remain as found in
2 the original, bolded for emphasis):
3

Date of Incident	Summary
4 5 April 8, 2012 6 7 8 9 10 11 12 13 14 15 16	1. NO EVENTS LED UP TO THE FAILURE, OTHER THAN NORMAL USE. 2. FAILURE OF HARNESS BUCKLE OF GRACO MYRIDE 65. BUCKLE CANNOT BE RELEASED, LEAVING YOUR CHILD STUCK IN THE SEAT. TODAY, 4/8/2012, I HAD TO ATTEMPT TO USE PLIERS TO RELEASE THE HARNESS BUCKLE TO REMOVE MY CHILD FROM THE SEAT. THIS DID NOT WORK SO I HAD TO GENTLY LIFT HIS LEG THROUGH THE BELT AFTER RELEASING THE CHEST HARNESS. 3. SENT MESSAGE TO GRACO REPORTING THIS FAILURE. THE CAR SEAT CANNOT BE USED AT THIS TIME. THE HARNESS BUCKLE IS STILL JAMMED AND CANNOT BE RELEASED. *TR
17 18 19 20 21 22	MY SON WAS STUCK IN HIS GRACO MYRIDE 65 CAR SEAT. IT HAPPENED OUT OF THE BLUE. HAD TO BE CUT OUT OF THE CHILD SEAT. THE HARNESS BUCKLE WOULD NOT RELEASE. BOTH ME AND MY HUSBAND TRIED TO GET BUCKLE TO RELEASE. WE HAD TO IMMEDIATELY PURCHASE A NEW CAR SEAT. *TR
23 24 25 26 27 28	WE HAVE A GRACO MY RIDE 65 CONVERTIBLE CAR SEAT (MODEL 1770670) ON WHICH WE HAVE HAD TROUBLE WITH THE CENTER BUCKLE MECHANISM. ON THE DAY INDICATED, WE ATTEMPTED TO REMOVE OUR 20-MONTH OLD SON FROM THE SEAT, AND THE CENTER RED

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RELEASE BUTTON WOULD NOT DEPRESS NO MATTER HOW MANY ATTEMPTS OR HOW HARD WE TRIED. WE TRIED WIGGLING THE BUCKLE WHILE DEPRESSING, BUT NOTHING WORKED. WE THOUGHT WE WERE GOING TO HAVE TO CUT THE BELT MATERIAL TO GET HIM OUT, BUT WE FIGURED OUT A WAY TO UNHINGE THE BELT MATERIAL FROM THE REAR OF THE SEAT TO LOOSEN IT ENOUGH TO REMOVE OUR SON. MY BIGGEST CONCERN IS THAT IF THIS HAPPENS DURING AN EMERGENCY WHERE WE NEED TO GET HIM OUT QUICKLY, WE WON'T BE ABLE TO WITHOUT CUTTING THE BELT MATERIAL. I REPORTED THE INCIDENT TO GRACO THIS MORNING, AND THEY ARE GOING TO REFUND COST OF THE SEAT UPON THE RETURN OF THE DEFECTIVE CAR SEAT. *TR

July 6, 2011

OUR GRACO MYRIDE 65 CARSEAT HAS A STICKY CROTCH BUCKLE THAT IS VERY DIFFICULT TO UNDO AT SOME TIMES. IT WAS STUCK SO BADLY AT ONE POINT, I THOUGHT WE WERE GOING TO HAVE TO CUT THE STRAPS TO GET MY SON OUT OF THE SEAT. THIS ISSUE OCCURS ALMOST EVERY TIME WE USE THE SEAT. SOMETIMES THE STICKING IS WORSE THAN AT OTHER TIMES. WE HAVE CLEANED THE BUCKLE PER THE INSTRUCTIONS IN OUR OWNER'S MANUAL AND IT HAS NOT HELPED WITH THE ISSUE. I HAVE ALSO CONTACTED GRACO CUSTOMER SERVICE AND WAS TOLD THAT THE BUCKLE IS NOT REPLACEABLE AND WAS OFFERED \$40

1 2 3 4 5	TOWARDS THE PURCHASE OF A NEW CARSEAT, AS MY SEAT IS OUT OF THEIR ONE YEAR WARRANTY WINDOW. I WORRY THAT THE BUCKLE COULD FAIL IN THE EVENT OF AN ACCIDENT AND ONLY USE THE SEAT WHEN I ABSOLUTELY HAVE TO. *TR
6 7 8 9 10 11 12	April 1, 2011 I HAVE A GRACO MYRIDE 65 CARSEAT FOR MY CHILD. MODEL # 1756268, DOM 080409. RECENTLY THE CROTCH BUCKLE HAS BEGUN TO STICK, NOT ALLOWING THE STRAPS TO BE RELEASED. IT DOES NOT HAPPEN EVERY TIME THE SEAT IS USED, BUT IT IS BECOMING MORE FREQUENT. I HAVE EMAILED GRACO, BUT HAVE NOT GOTTEN A RESPONSE YET. *KB
13 14 15 16 17 18 19 20 21 22 23 24 25 26	June 14, 2011 MY SON'S GRACO MYRIDE 65 WILL NOT UNLATCH AT THE CROTCH BUCKLE. IT BEGAN STICKING A LITTLE ABOUT TWO WEEKS AGO. LAST SATURDAY, IT WAS STUCK SO FIRMLY THAT I COULD NOT UNDO IT AT ALL. MY HUSBAND HAD TO COME RIP IT OUT WITH ALL HIS STRENGTH. IT CONTINUES TO STICK AND BE VERY DIFFICULT TO UNLATCH. I CALLED THE COMPANY AND THEY ARE SENDING A RETURN LABEL AND I WILL SHIP THE WHOLE CAR SEAT BACK TO THEM AS IT IS A "NON-REPLACEABLE" PART. WHEN IT IS PICKED UP, I WILL CALL THEM AND THEY WILL SEND A NEW MYRIDE. I AM HAPPY THEY ARE REPLACING THE SEAT, BUT I REALLY WISH I WAS NOT WITHOUT A SEAT FOR MY SON FOR SEVERAL DAYS. *TR
27	April 18, 2011 MY SON'S GRACO MYRIDE 65 HAS HAD NUMEROUS

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1 2 3 4 5 6 7 8	ISSUES. ALMOST A YEAR AGO I HAD TO CALL AND THEY SENT OUT A REPLACEMENT BUCKLE SINCE THE ONE ON MY SON'S SEAT WAS STICKING AND TAKING ABOUT 5 MINUTES OF FIDDLING TO BE UNBUCKLED TO GET MY SON OUT. THIS PAST WEEKEND I PUT MY SON IN IT AND THE BUCKLE COMPLETELY LOCKED UP . I HAD TO UNTHREAD THE HARNESS TO GET HIM OUT. I CALLED GRACO AND THEY ARE REPLACING HIS SEAT FOR ME. *TR
9 10 11 12	May 10, 2012 CPSC#X1260056A. GRACO NAUTILUS. CONSUMER STATED THE LATCH ON THE CAR SEAT WOULD NOT UNLATCH . SHE STATED THE LATCH HAD TO BE CUT, IN ORDER TO RELEASE THE CHILD . *LN
13 14 15 16 17 18 19 20	June 27, 2012 1. THE 5 POINT HARNESS BEGAN TO STICK A BIT A FEW WEEKS BACK MAKING IT DIFFICUT TO OPEN TO GET MY CHILD OUT OF THE SEAT . ALSO, IT WOULD SOMETIMES POP OPEN WHILE I WAS DRIVING. 2. TODAY, MY HUSBAND HAD TO CUT MY 2 1/2 YEAR OLD OUT OF HIS CAR SEAT BECAUSE HE WAS TRAPPED IN THE HARNESS THAT WOULD NOT OPEN . 3. WE CONTACTED GRACO AND REQUESTED A REFUND. *TR
21 22 23 24 25 26 27 28	March 8, 2012 GRACO BECKETT CHILD SEAT THE LATCH THAT THE SHOULDER STRAPS HOOKS INTO GETS STUCK AND UNABLE TO FREE CHILD WHEN PUSHING BUTTON. I CARRY PLIERS IN THE CAR TO HELP GET IT UNSTUCK AND EVEN THAT IT IS HARD. IT OCCURS DAILY I CALLED THE COMPANY AND THEY SAID THAT THEY WILL SEND REPLACEMENT PARTS, IT HAS BEEN OVER A MONTH AND

1 2 3 4	STILL NOTHING RECEIVED. I FIND IT VERY BAD IF I WAS IN AN ACCIDENT I OR SOMEONE ELSE HELPING WOULD BE UNABLE TO GET CHILD OUT IN A TIMELY MANNER DUE TO LATCH ERRORS. *TR
5 6 7 8 9	April 5, 2012 GRACO CARSEAT THAT WAS PURCHASED IN DECEMBER, 2011 (NEW). UNABLE TO RELEASE BUCKLE ON THE 5 PT HARNESS. CHILD HAD TO BE REMOVED BY UNBUCKLING CHEST HARNESS AND LOOSENING SHOULDER STRAPS. *TR
10 11 12 13 14 15 16 17 18 19 20	November 18, 2011 TL* THE CONTACT OWNS A 2009 GRACO NAUTILUS CHILD RESTRAINT SEAT, MODEL NUMBER 8J00VRV, . MANUFACTURED ON APRIL 27, 2009 (N/A). THE CHILD SEAT WAS BEING UTILIZED IN A 2006 DODGE CARAVAN. THE CONTACT NOTICED THAT WHENEVER THE CHILD WAS POSITIONED IN THE CONVERTIBLE BOOSTER SEAT, THE HARNESS BUCKLE FAILED TO OPEN OR UNLATCH UNTIL AFTER SEVERAL ATTEMPTS WERE MADE. THE CHILD RESTRAINT SEAT WAS INSTALLED USING THE LATCH SYSTEM. THE CONTACT PLANNED TO NOTIFY THE MANUFACTURER OF THE MALFUNCTION.
21 22	October 30, 2011 THE HARNES BUCKLES WILL NOT UNLATCH AND CHILD IS STUCK IN THE SEAT. *TR
23 24 25 26 27	November 10, 2009 THE CROTCH BUCKLE HAS GOTTEN STUCK TO WHERE I CAN NOT GET THE HARNESS OPEN WHILE MY CHILD IS IN THE SEAT. THIS PROBLEM DOES NOT HAPPEN EVERY USE BUT HAS OCCASIONALLY HAPPENED SINCE I PURCHASED THE SEAT IN 2009. I CALLED GRACO AND

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1	THEY ASKED ME TO MAIL THEM BACK THE SEAT, SINCE
2	THIS IS NOT A REPLACEABLE PART, AND THEY WILL
3	INSPECT IT TO SEE IF THERE IS A DEFECT. *KB
4	February 17, 2011
5	NOTHING THAT I AM AWARE OF HAS CAUSED THIS
6	PROBLEM WITH MY GRACO MYRIDE 65, IT HAPPENED ON
7	ITS OWN. THE CROTCH BUCKLE STICKS FREQUENTLY
8	MAKING IT VERY DIFFICULT TO REMOVE MY CHILD
9	FROM THE SEAT. ALSO I HAVE FOUND CRACKS IN THE
10	CROTCH BUCKLE CLIPS. GRACO HAS OFFERED TO
11	REPLACE THE ENTIRE SEAT FOR ME FREE OF CHARGE.
12	*TR
13	November 16, 2010
14	THE CROTCH BUCKLE ON THE GRACO MYRIDE 65 CAR
15	SEAT STICKS WHEN TRYING TO PUSH DOWN THE RED
16	RELEASE BUTTON TO GET A CHILD OUT OF THE SEAT.
17	THIS COULD BE A POTENTIALLY LIFE THREATENING
18	PROBLEM IF THE BUCKLE STICKS WHILE A CAR IS ON
19	FIRE OR IN THE WATER. THE PROBLEM HAS BEEN
20	REPORTED TO GRACO WHO HAVE YET TO DO ANYTHING
21	ABOUT IT. *TR
22	October 17, 2010
23	HAVING A PROBLEM WITH BUCKLES OF A CHILDS CAR
24	SEAT. NAME GRACO-NAUTILUS JULIA MODEL # 1769849
25	MANUFACTURED 03/2010. THE BUCKLES ARE HARD TO
26	UNBUCKLE BOTH THE TOP AND BOTTOM ONES ON THE
27	BABY. HARD TO REMOVE BABY FROM SEAT IF THERE
28	WAS A FIRE OR ACCIDENT. COST \$179.00. CURRENTLY
	USING THE TOP BUCKLES ONLY SINCE THE BOTTOM ONES
	ARE THE HARDEST TO UNDO. *TR

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September 1, 2012

November 17, 2010

THE GRACO NAUTILUS CAR SEAT **DOESN'T UNLATCH PROPERLY FROM THE HARNESS BUCKLE.** THE ONE IN MY HUSBAND'S CAR YOU HAVE TO PUSH EXTREMELY HARD AND TUG ON THE HARNESS SEVERAL TIMES TO RELEASE FROM THE HARNESS BUCKLE. THE SAME MAKE/MODEL IN MY CAR, **THE LEFT CLIP IN THE HARNESS BUCKLE WILL NOT RELEASE AT ALL.** I HAD TO HAVE MY CHILD CRAWL OUT OF THE STRAPS TO GET OUT OF HIS CAR SEAT. **IF WE WERE IN AN ACCIDENT AND/OR THE CAR CAUGHT FIRE, I WOULD NEED SCISSORS TO PRY MY CHILD'S RESTRAINTS OFF OF HIM.** IF I DID NOT HAVE SCISSORS, IT MAKES ME SICK TO THINK WHAT COULD HAVE HAPPENED IN THIS SITUATION. THERE IS A GREAT CHANCE MY CHILD WOULD NOT HAVE MADE IT OUT OF THE VEHICLE ALIVE. I AM FURIOUS THAT THE CAR SEAT ISN'T EVEN 3 YEARS OLD AND SHOULD HAVE LASTED THE DURATION OF HIM NEEDED THE BOOSTER, BUT NOW IT IS USELESS AS A CHILD RESTRAINT AND I HAD TO BUY A NEW ONE. WHAT A WASTE OF MONEY!! *TR

WE BOUGHT A BRAND NEW GRACO MYRIDE65 IN JAN 2010. AFTER ABOUT 2 WEEKS WE STARTED TO REALLY NOTICE THE **CROTCH BUCKLE WOULD CATCH ON SOMETHING AND MAKE IT VERY DIFFICULT TO TAKE OUR CHILD OUT OF THE SEAT.** IT HAS GOTTEN WORSE WITH TIME AND IS NOW TO THE POINT WHERE IVE BEEN CLOSE TO CUTTING THE STRAP TO GET MY DAUGHTER

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	<p>OUT. IT STARTED HAPPENING JUST EVERY SO OFTEN, AND NOW HAPPENS JUST ABOUT EVERY TIME WE USE THE SEAT. I HAVE TRIED RINSING THE BUCKLE AND THE METAL PIECE WITH WARM SOAPY WATER AND THIS DOES NOTHING. I HAVE NOT CONTACTED GRACO YET TO SEE IF THEY WILL REPLACE THE BUCKLE. THAT IS SOMETHING I PLAN TO DO TODAY(11/17/10). *TR</p>
September 26, 2012	<p>GRACO NAUTILUS HARNESSED BOOSTER SEAT/MANUFACTURE DATE 12/11, PURCHASE DATE 4/12 THE HARNESS BUCKLE ON THIS SEAT BECOMES STUCK AND IT IS VERY DIFFICULT TO DISENGAGE THE BUCKLE IN ORDER TO REMOVE THE CHILD FROM THE SEAT. IT HAS TAKEN UPWARDS TO 10 MINUTES TO UNBUCKLE THE CHILD. I AM CONCERNED THAT IF THERE WERE AN ACCIDENT OR AN EMERGENCY, THAT IT WOULD BE VERY DIFFICULT TO REMOVE CHILD FROM THE CAR. I CONTACTED THE COMPANY AND THEY ARE SENDING A REPLACE HARNESS/BELT SYSTEM. HOPEFULLY THIS WILL CORRECT THE PROBLEM. *TR</p>
September 10, 2012	<p>ON THE BOTTOM BUCKLE OF OUR MY RIDE 65 (DATE OF MANUFACTURER 12/11) STARTED TO STICK, NOW ALLOWING THE ACTUAL BUCKLE TO BE UNDONE AND LET THE CHILD OUT OF THE SEAT. I CALLED GRACO ON 10/3 AND THEY LET ME KNOW THEY COULDN'T REPLACE THE BUCKLE RIGHT AWAY BUT WERE WILLING TO REPLACE THE ENTIRE SEAT FOR ME, UNDERSTANDING I WAS TO SHIP BACK THE OLD SEAT AND WAIT FOR THE</p>

1 NEW SEAT AND THAT I'D HAVE TO USE A SPARE IN THE
2 MEANTIME. THEY ARE LUCKY I HAD A SPARE. **THIS IS**
3 **THE SECOND MY RIDE I'VE OWNED WITH THE SAME**
4 **BOTTOM BUCKLE PROBLEM.** THE FIRST BUCKLE
5 THEY'VE SINCE RE-MODELED BUT THE ISSUE DOESN'T
6 SEEM TO BE RESOLVED. *TR

7 **Defendants Had Exclusive Knowledge of the Defects**

8 37. Defendants had superior and exclusive knowledge of the buckle defects, and
9 knew or should have known that the defects were not known or reasonably discoverable by
10 Plaintiff and Class Members before they purchased the class car seats.

11 38. Plaintiff is informed and believe and based thereon alleges that before Plaintiff
12 purchased his car seat, and since at least 2009, Defendants knew about the defects through
13 sources not available to consumers, including, but not limited to, pre-release testing data, early
14 consumer complaints about the defects to Defendants and related retailers, testing conducted
15 in response to those complaints, high failure rates, return and exchange data, among other
16 internal sources of aggregate information about the problem.

17 39. Indeed, Graco's response to the NHTSA investigation confirms that Graco was
18 "keenly aware" of the unlatching issue with respect to the specific model car seats alleged
19 herein that had the QT Buckle design; that Graco had "a consumer dissatisfaction issue"
20 related to the buckles; that Graco acknowledged "consumer frustration" with the buckles and
21 was addressing the complaints through design improvements; and that Graco secretly agreed
22 to extend the normal one year warranty coverage to an unlimited warranty on the buckle
23 components for consumers who complained about the buckles.

24 40. Moreover, while Graco's response to the NHTSA investigation attributed the
25 inability of the buckles to de-latch to foreign material accumulating in the buckle, Defendants'
26 response does not redress the harm caused by the underlying design and/or manufacturing
27 defect endemic to the QT Buckle, other than to state that Graco is "implementing design
28 improvements" and that Graco "has been on a path to improve the user interface of the

1 buckles.” Additionally, reasonable consumers expect that children’s car seats will get dirty
2 and that even if some dirt accumulates in the latch, the buckles will open. To the extent that
3 Defendants contend that the buckle malfunction is due to foreign material accumulating in the
4 buckle and consumers’ failures to clean the buckle apparatus, Defendants failed to disclose,
5 adequately or at all, material information regarding the necessary cleaning procedures for the
6 car seats, and consumers have complained that they cannot open the buckles even after
7 cleaning the buckle mechanism.

8 41. The existence of the buckle defects are material facts that a reasonable consumer
9 would consider when deciding whether to purchase, and/or how much to pay, for the class car
10 seats. Had Plaintiff and class members known that the class car seats were equipped with
11 defective harness buckles, they would not have purchased the class car seats or would have paid
12 less for them.

13 42. Reasonable consumers, like Plaintiff, reasonably expect that a car seat is safe,
14 will function in a manner that will not pose a safety hazard, and is free from defects. Plaintiff
15 and class members further reasonably expect that Defendants will not sell car seats with known
16 safety defects, such as the harness buckle defects, and will disclose any such defects to its
17 consumers when they learn of them. Plaintiff and class members did not expect Defendants to
18 fail to disclose the harness buckle defects to them and to continually deny the defects.

19 **Defendants Actively Concealed the Harness Buckle Defects**

20 43. While Defendants have been fully aware of the harness buckle defects in the
21 class car seats, they actively concealed the existence and nature of the defects from Plaintiff and
22 class members at the time of purchase, and thereafter. Specifically, Defendants failed to
23 disclose or actively concealed at and after the time of purchase:

- 24 (a) any and all known material defects or material nonconformity of the
25 class car seats, including the harness buckle defects described herein;
26 (b) that the class car seats, including their “QT Buckle,” were not in good in
27 working order, were defective, and were not fit for their intended
28 purposes; and

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(c) that the class car seats and their “QT Buckles” were defective, despite the fact that Defendants learned of such defects through customer complaints, the ODI investigation, testing and related research data, as well as through other internal sources.

44. To this day, Defendants still have not notified Plaintiff or class members that the class car seats suffer from systemic defects that cause the harness buckle to malfunction.

45. Defendants’ unfair and deceptive business practices have caused Plaintiff and other California consumers to lose money in that they purchased or paid a premium for the class car seats when they otherwise would not have. Plaintiff, on behalf of himself and all other similarly situated persons, seeks actual and/or compensatory damages, restitution and equitable relief, costs and expenses of litigation, attorneys’ fees, and all other available relief for Plaintiff and all class members as described below.

PLAINTIFF’S FACTS

46. In or about March of 2010, Plaintiff Seth Long and his wife purchased a Graco My Ride 65 car seat from a Babies R Us retail store located in Colma, California. The Graco My Ride 65 car seat Plaintiff purchased was equipped with the QT Buckle at issue in this complaint. Before purchasing the Graco My Ride 65 car seat, Plaintiff Long and his wife did research about the car seat including, but not limited to, reviewing the product packaging and related descriptions, including the packaging’s safety information. Based on the information he and his wife read and considered, Plaintiff ultimately purchased the Graco My Ride 65 car seat.

47. Plaintiff Long purchased his car seat primarily for his personal, family, or household purposes. At all times, Plaintiff, like all Class Members, used the Graco car seat in a foreseeable manner, pursuant to instructions, and in the manner in which it was intended to be used.

48. A few months after purchasing the Graco My Ride 65 car seat, Plaintiff Long began experiencing problems with the buckle in that it was unreasonably difficult or impossible to unlatch. During one event, his son was trapped in the car seat because the QT Buckle would not unlatch. Plaintiff had to use a knife to unlatch the buckle. Because the car seat continued to

1 malfunction, Plaintiff complained to Defendants, and Defendants subsequently sent him a
2 replacement buckle. Despite receiving a replacement buckle, Plaintiff continued to experience
3 difficulties with unlatching the buckle.

4 49. In November of 2011, Plaintiff was required by his insurance company to
5 purchase a second Graco My Ride 65 car seat as a replacement after a car accident. The
6 second Graco My Ride 65 car seat also came equipped with the QT Buckle at issue in this
7 complaint. Soon afterwards, Plaintiff Long experienced problems with unlatching the second
8 Graco My Ride 65 car seat's buckle.

9 50. Had Plaintiff known that the Graco car seat he purchased was equipped with a
10 defective buckle, Plaintiff would either not have purchased the product or would have paid less
11 for the product.

12 CLASS ACTION ALLEGATIONS

13 51. Plaintiff brings this lawsuit as a class action on behalf of himself and all others
14 similarly situated as members of the proposed Class pursuant to Federal Rules of Civil
15 Procedure 23(a) and (b)(3) and/or (b)(2). This action satisfies the numerosity, commonality,
16 typicality, adequacy, predominance, and superiority requirements of those provisions.

17 52. Plaintiff's proposed class and subclass consist of and are defined as follow:

18 Nationwide Class: All persons who purchased a Graco car seat,
19 manufactured between January 1, 2009 and October 2012,
equipped with the "QT Buckle" ("Class").

20 California Subclass: All California residents who purchased a
21 Graco car seat, manufactured between January 1, 2009, and
October 2012, equipped with the "QT Buckle" in California
("California Subclass").

22 53. Excluded from the Class and California Subclass are: (1) Defendants, any
23 entity or division in which Defendants have a controlling interest, and their legal
24 representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is
25 assigned and the Judge's staff; and (3) those persons who have suffered personal injuries as a
26 result of the facts alleged herein.

27 54. Plaintiff reserves the right to redefine the Class and California Subclass and to
28

1 add subclasses as appropriate based on discovery and specific theories of liability.

2 55. Members of the Class and Subclass will be referred to hereinafter as “Class
3 Members.”

4 56. Numerosity: The Class Members are so numerous that joinder of all members
5 would be unfeasible and impractical. The membership of the entire Class and California
6 Subclass is unknown to Plaintiff at this time; however, given that, on information and belief,
7 Defendants sold millions of car seats with the QT Buckles nationwide during the Class Period,
8 it is reasonable to presume that the members of the Classes are so numerous that joinder of all
9 members is impracticable. The disposition of their claims in a class action will provide
10 substantial benefits to the parties and the Court.

11 57. Commonality: There are common questions of law and fact as to Class
12 Members that predominate over questions affecting only individual members, including, but
13 not limited to:

- 14 (a) Whether the class car seats suffer from defects relating to the QT
15 Buckle;
- 16 (b) Whether the defects relating to the QT Buckle constitute an
17 unreasonable safety risk;
- 18 (c) Whether Defendants know about the defects relating to the QT Buckle
19 and, if so, how long Defendants have known of the defect;
- 20 (d) Whether the defective nature of the QT Buckle constitutes a material
21 fact;
- 22 (e) Whether Defendants have a duty to disclose the defective nature of the
23 QT Buckle to Plaintiff and Class Members;
- 24 (f) Whether Plaintiff and the other Class Members are entitled to equitable
25 relief, including but not limited to a preliminary and/or permanent
26 injunction;
- 27 (g) Whether Defendants knew or reasonably should have known of the
28 defects relating to the QT Buckle before Defendants sold the class car

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- seats to Plaintiff and Class Members;
- (h) Whether Defendants breached express warranties relating to the class car seats;
- (i) Whether Defendants breached the implied warranty of merchantability pursuant to the Song-Beverly Act, UCC, or Magnuson-Moss Warranty Act;
- (j) Whether Defendants made false, untrue, and/or misleading statements regarding the class car seats;
- (k) Whether Defendants engaged in a violation of the California Consumers Legal Remedies Act;
- (l) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

58. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom he is similarly situated, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' as demonstrated herein.

59. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom he is similarly situated, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts, or differences with any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

60. Predominance: Questions of law or fact common to the Class Members predominate over any questions affecting only individual members of the class. The elements of the legal claims brought by Plaintiff and the Class are capable of proof at trial through

1 evidence that is common to the class rather than individual to its members.

2 61. Superiority: Plaintiff and the Class Members have all suffered and will
3 continue to suffer harm and damages as a result of Defendants' unlawful and wrongful
4 conduct. A class action is superior to other available methods for the fair and efficient
5 adjudication of the controversy. Absent a class action, most Class Members would likely find
6 the cost of litigating their claims prohibitively high and would therefore have no effective
7 remedy at law. Because of the relatively small size of the individual Class Members' claims,
8 it is likely that only a few Class Members could afford to seek legal redress for Defendants'
9 misconduct. Absent a class action, Class Members will continue to incur damages and
10 Defendants' misconduct will continue without remedy. Class treatment of common questions
11 of law and fact would also be a superior method to multiple individual actions or piecemeal
12 litigation in that class treatment will conserve the resources of the courts and the litigants and
13 will promote consistency and efficiency of adjudication.

14 62. The Class may also be certified because:

- 15 a. the prosecution of separate actions by individual Class Members would
16 create a risk of inconsistent or varying adjudication with respect to
17 individual Class Members, which would establish incompatible
18 standards of conduct for Defendants;
- 19 b. the prosecution of separate actions by individual Class Members would
20 create a risk of adjudications with respect to them that would, as a
21 practical matter, be dispositive of the interests of other Class Members
22 not parties to the adjudications, or substantially impair or impede their
23 ability to protect their interests; and
- 24 c. Defendants have acted or refused to act on grounds generally applicable
25 to the Class, thereby making appropriate final and injunctive relief with
26 respect to the members of the Class as a whole.

27 **TOLLING OF THE STATUTE OF LIMITATIONS**

28 63. Because the defect is undetectable until it manifests, Plaintiff and Class

1 Members were not reasonably able to discover the problem until after purchasing the class car
2 seats, despite exercise of due diligence.

3 64. Plaintiff and the Class Members had no realistic ability to discern that the QT
4 Buckle on the class car seats were defective. Therefore, the discovery rule is applicable to the
5 claims asserted by Plaintiff and the Class Members.

6 65. Plaintiff is informed and believes and based thereon alleges that Defendants
7 have known of the defect since at least 2009 and have concealed from or failed to alert owners
8 of the class car seats of the defective nature of the QT Buckle. It was only in October 2012
9 that NTHSA began investigating the defect. Further, it was only months after purchasing the
10 Graco My Ride 65 car seat that Plaintiff Long began experiencing problems with the buckle in
11 that it was unreasonably difficult or impossible to unlatch.

12 66. Any applicable statute of limitation has therefore been tolled by Defendants'
13 knowledge, active concealment, and denial of the facts alleged herein. Defendants are further
14 estopped from relying on any statute of limitation because of its concealment of the defective
15 nature of the class car seats' QT Buckles.

16 **FIRST CAUSE OF ACTION**

17 **(Violation of the California False Advertising Act, Business & Professions Code §§ 17500,**
18 ***et seq.*)**

19 67. Plaintiff hereby incorporates by reference the allegations contained in the
20 preceding paragraphs of this Complaint.

21 68. California Business and Professions Code § 17500 states "[i]t is unlawful for any
22 person, firm, corporation or association, or any employee thereof with intent directly or
23 indirectly to dispose of real or personal property or to perform services, professional or
24 otherwise, or anything of any nature whatsoever or to induce the public to enter into any
25 obligation relating thereto, to make or disseminate or cause to be made or disseminated before
26 the public in this state, or to make or disseminate or cause to be made or disseminated from this
27 state before the public in any state, in any newspaper or other publication, or any advertising
28 device, or by public outcry or proclamation, or in any other manner or means whatever,

1 including over the Internet, any statement, concerning that real or personal property or those
2 services, professional or otherwise, or concerning any circumstance or matter of fact connected
3 with the proposed performance or disposition thereof, which is untrue or misleading, and which
4 is known, or which by the exercise of reasonable care should be known, to be untrue or
5 misleading...”

6 69. Defendants made false, untrue, and/or misleading statements or omissions of fact
7 in connection with the advertisement of the class car seats including that they were fit for their
8 ordinary purpose, were free from defects, and that the “5-point, front-adjust harness helps you
9 get baby in and out.” Moreover, Defendants failed to state and concealed the fact that the class
10 car seats were defective as set forth herein.

11 70. Defendants knew, or by the exercise of reasonable care should have known, that
12 their class car seats were not fit for their ordinary purpose, were not free from defects, and
13 would not operate as intended.

14 71. As a result of Defendants’ false, untrue and/or misleading statements and
15 omissions, Plaintiff and class members have lost money through the purchase of the class car
16 seats when they would otherwise not have purchased the product or would have paid less for the
17 products.

18 72. Pursuant to California Business & Professions Code section 17535, Plaintiff
19 seeks an injunction requiring Defendants to cease making these false, untrue, and misleading
20 statements, to engage in a corrective advertising campaign, and to restore all monies obtained
21 through the sales of the class car seats.

22 **SECOND CAUSE OF ACTION**

23 **Violation of the Consumers Legal Remedies Act**

24 **(Cal. Civil Code § 1750, *et seq.*)**

25 73. Plaintiff hereby incorporates by reference the allegations contained in the
26 preceding paragraphs of this Complaint.

27 74. This cause of action is brought pursuant to the Consumers Legal Remedies Act,
28 California Civil Code §§ 1750, *et seq.* (“CLRA”).

1 75. The CLRA has adopted a comprehensive statutory scheme prohibiting various
2 deceptive practices in connection with the conduct of a business providing goods, property, or
3 services to consumers primarily for personal, family, or household purposes.

4 76. Defendants are “persons” as defined by Civil Code section 1761(c) because they
5 are corporations.

6 77. Plaintiff and class members are “consumers” within the meaning of Civil Code
7 section 1761(d) because they are individuals who purchased one or more of the class car seats
8 from Defendants for personal and/or household use.

9 78. Defendants’ class car seats are “products” within the meaning of California Civil
10 Code § 1761 (a) in that they are tangible chattels bought for personal, family, and/or household
11 purposes.

12 79. Plaintiff’s and class members’ payments for the class car seats are
13 “transaction[s]” as defined by Civil Code section 1761 (e), because Plaintiff and class members
14 paid monies in exchange for said products.

15 80. Plaintiff has standing to pursue this claim as he has suffered an injury in fact and
16 has lost money as a result of Defendants’ actions as set forth herein. Specifically, Plaintiff
17 purchased one of the class car seats when he otherwise would not have purchased or would have
18 paid less for the product had he known it was defective.

19 81. Plaintiff and class members reviewed, believed, and relied upon the omissions of
20 fact and misstatements made by Defendants as explained more fully above, in deciding whether
21 to purchase or pay a premium for the class car seats.

22 82. As set forth above, Defendants violated and continue to violate the CLRA by
23 engaging in the following practices proscribed by California Civil Code § 1770(a) by:

- 24 a) Violating section (5) by representing that goods or services have
25 sponsorship, approval, characteristics, ingredients, uses, benefits, or
26 quantities which they do not have. More specifically, Defendants
27 advertised and stated that their class car seats had characteristics, uses,
28 and/or benefits which included the ability to buckle and unbuckle

1 children in the car seat in a reasonable manner, that the class car seats
2 were free from defects and fit for their ordinary purpose, and that the
3 class car seats and their QT Buckle “helps you get baby in and out” when
4 in fact Defendants knew, or should have known that the class car seats
5 were defective and thus did not have those characteristics, uses, and/or
6 benefits;

7 b) Violating section (7) by representing that goods or services are of a
8 particular standard, quality, or grade, or that goods are of a particular
9 style or model, if they are of another. More specifically, Defendants
10 advertised and stated that their class car seats included the ability to
11 buckle and unbuckle children in the car seat in a reasonable manner, that
12 the class car seats were free from defects and fit for their ordinary
13 purpose, and that the class car seats and their QT Buckle “helps you get
14 baby in and out” when in fact Defendants knew, or should have known
15 that the class car seats were defective and thus were not of that standard,
16 quality, or grade; and

17 c) Violating section (9) by advertising goods or services with the intent not
18 to sell them as advertised. More specifically, Defendants advertised that
19 their class car seats included the ability to buckle and unbuckle children
20 in the car seat in a reasonable manner, that the class car seats were free
21 from defects and fit for their ordinary purpose, and that the class car seats
22 and their QT Buckle “helps you get baby in and out” when in fact
23 Defendants knew, or should have known that the class car seats were
24 defective and thus were not sold as advertised.

25 83. On February 13, 2013, pursuant to section 1782 of the CRLA, Plaintiff notified
26 Defendants in writing of the particular violations of section 1770 of the CLRA and demanded
27 that Defendants rectify the problems associated with the behavior detailed above, which acts
28

1 and practices are in violation of Civil Code section 1770. True and correct copies of the letters
2 are attached hereto as Exhibit B.

3 84. Defendants failed to adequately respond to Plaintiff's above-described demands
4 and failed to give notice to all affected consumers, pursuant to Civil Code § 1782.

5 85. Plaintiff has filed concurrently herewith the declarations of venue required by
6 Civil Code section 1780(d).

7 86. Plaintiff seeks an order enjoining the act and practices described above,
8 restitution of property, and any other relief that the court deems proper.

9 87. Because Defendants' failed to rectify or agree to adequately rectify the problems
10 associated with the actions detailed above, Plaintiff additionally seek damages, restitution,
11 punitive damages, attorneys' fees and costs, and any other relief available under § 1780(a) of the
12 CRLA pursuant to Civil Code section 1782(d).

13 **THIRD CAUSE OF ACTION**

14 **(Breach of Express Warranty, Cal. Civ. Code §§ 1791.2, 1793, and 1795, *et seq.*)**

15 88. Plaintiff hereby incorporates by reference the allegations contained in the
16 preceding paragraphs of this Complaint.

17 89. California Civil Code section 1791.2. (a) "Express warranty" means: (1) A
18 written statement arising out of a sale to the consumer of a consumer good pursuant to which the
19 manufacturer, distributor, or retailer undertakes to preserve or maintain the utility or
20 performance of the consumer good or provide compensation if there is a failure in utility or
21 performance; or (2) In the event of any sample or model, that the whole of the goods conforms
22 to such sample or model. (b) It is not necessary to the creation of an express warranty that
23 formal words such as "warrant" or "guarantee" be used, but if such words are used then an
24 express warranty is created. An affirmation merely of the value of the goods or a statement
25 purporting to be merely an opinion or commendation of the goods does not create a warranty.
26 (c) Statements or representations such as expressions of general policy concerning customer
27 satisfaction which are not subject to any limitation do not create an express warranty."
28

1 90. California Civil Code section 1793 states, “[e]xcept as provided in Section
2 1793.02, nothing in this chapter shall affect the right of the manufacturer, distributor, or retailer
3 to make express warranties with respect to consumer goods. However, a manufacturer,
4 distributor, or retailer, in transacting a sale in which express warranties are given, may not limit,
5 modify, or disclaim the implied warranties guaranteed by this chapter to the sale of consumer
6 goods.”

7 91. California Civil Code section 1795 states “[i]f express warranties are made by
8 persons other than the manufacturer of the goods, the obligation of the person making such
9 warranties shall be the same as that imposed on the manufacturer under this chapter.”

10 92. Defendants are merchants engaged in the business of selling, among other things,
11 child car seats including the class car seats described above.

12 93. Defendants, through advertising, represented, warranted and promised that class
13 car seats would, among other things, permit the buckling and unbuckling of children from their
14 car seats, would perform as intended, were free from defects, were fit for their ordinary purpose,
15 and that the class car seats and their QT buckle “helps you get baby in and out.”

16 94. Defendants’ promotional statements, advertisements, representations, and
17 demonstrations regarding the class car seats became part of the basis of the bargain between
18 Plaintiff and class members and Defendants, creating express warranties that the class car seats
19 would conform to the representations set forth in this complaint.

20 95. Defendants breached their express warranties by selling the class car seats
21 because they are defective, do not unlatch with reasonable effort, do not unlatch at all in some
22 instances, and did not perform as promised.

23 96. Plaintiff, on his own behalf, and on behalf of class members, has provided
24 Defendants reasonable notice of the breach of the express warranties through his CLRA letter.
25 Defendants have also received reasonable notice of the breach of the express warranties through
26 negative customer comments on Defendants’ website, through negative comments on various
27 consumer websites, through letters to Defendants, and through complaints via customer service,
28 and otherwise.

1 **FIFTH CAUSE OF ACTION**

2 **(For Breach of Express Warranty Under Cal. Comm. Code § 2313)**

3 105. Plaintiff hereby incorporates by reference the allegations contained in the
4 preceding paragraphs of this Complaint.

5 106. Defendants, through advertising, represented, warranted and promised that
6 class car seats would, among other things, permit the buckling and unbuckling of children
7 from their car seats, would perform as intended, were free from defects, were fit for their
8 ordinary purpose, and that the class car seats and their QT Buckle “helps you get baby in and
9 out.”

10 107. Defendants’ promotional statements, advertisements, representations, and
11 demonstrations regarding the class car seats became part of the basis of the bargain between
12 Plaintiff and Class Members and Defendants, creating express warranties that the class car
13 seats would conform to the representations set forth in this complaint.

14 108. Defendants breached their express warranties by selling the class car seats
15 because they are defective, do not unlatch with reasonable effort, do not unlatch at all in some
16 instances, and did not perform as promised.

17 109. Plaintiff was not required to notify Defendants of the breach and/or was not
18 required to do so because affording Defendants a reasonable opportunity to cure its breach of
19 written warranty would have been futile. Defendants were also on notice of the defect from
20 ODI investigation, the complaints and service requests it received from Class Members, and
21 through other internal sources.

22 110. As a direct and proximate result of Defendants’ breach, Plaintiff and Class
23 Members have been damaged in an amount to be proven at trial. The damages suffered by
24 Plaintiff and Class Members include, but are not limited to, the monies paid to Defendants for
25 products which do not conform to the express warranties made by Defendants.

26 111. Plaintiff and the other Class Members are entitled to legal and equitable relief
27 against Defendants, including actual damages, consequential damages, specific performance,
28 attorneys’ fees, costs of suit, and other relief as appropriate.

1 **SEVENTH CAUSE OF ACTION**

2 **(Breach of Implied Warranty Pursuant to Magnuson-Moss Warranty Act, 15 U.S.C. §§**
3 **2301 et seq.)**

4 121. Plaintiff incorporates by reference each proceeding and succeeding paragraph
5 as applicable as though fully set forth at length herein.

6 122. Plaintiff and Class Members are “consumers” within the meaning of the
7 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

8 123. Defendants are “suppliers” and “warrantors” within the meaning of 15 U.S.C. §
9 2301(4)-(5).

10 124. The class car seats are “consumer products” within the meaning of 15 U.S.C. §
11 2301(1).

12 125. Defendants impliedly warranted that the class car seats were of merchantable
13 quality and fit for such use.

14 126. Contrary to the applicable implied warranties, the class car seats at the time of
15 sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiff
16 and the Class Members with reliable and safe means to remove a child from the car seat.

17 127. The amount in controversy of the Plaintiff’s individual claim meets or exceeds
18 the sum or value of \$25. In addition, the amount in controversy meets or exceeds the sum or
19 value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be
20 determined in this suit.

21 128. Defendants have been afforded a reasonable opportunity to cure their breach of
22 implied warranty. Plaintiff, on his own behalf, and on behalf of Class Members, has provided
23 Defendants reasonable notice of the breach of the express warranties through their CLRA
24 letters. Defendants have also received reasonable notice of the breach through negative
25 customer comments on Defendants’ website, through negative comments on various consumer
26 websites, through letters to Defendants, and through complaints via customer service, and
27 otherwise.

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Bus. & Prof. Code section 17200, et seq.)**

3 129. Plaintiff hereby incorporates by reference the allegations contained in the
4 preceding paragraphs of this Complaint.

5 130. Defendants need only have violated one of the various provisions of the Unfair
6 Competition Law to be found strictly liable under this cause of action.

7 131. Defendants' material misrepresentations, concealment, and omission of
8 material facts, as set forth above, were false, misleading, and/or likely to deceive the public
9 within the meaning of California Business and Professions Code § 17200.

10 132. Defendants' conduct constitutes "unfair" business acts and practices within the
11 meaning of California Business and Professions Code §§ 17200, et seq. because any utility for
12 Defendants' conduct is outweighed by the gravity of the consequences to Plaintiff and Class
13 Members, and because their conduct was injurious to consumers, offended public policy, and
14 was unethical and unscrupulous. Defendants' sale of the class car seats to Plaintiff and Class
15 Members was an "unfair" business practice in that Plaintiff and Class Members were provided
16 a defective product which did not conform to express and implied warranties given by
17 Defendants. Plaintiff also asserts a violation of public policy by making false, untrue, and/or
18 misleading statements, and omissions of fact, to consumers. Defendants' violation of
19 consumer protection and unfair competition laws in California and other states resulted in
20 harm to consumers.

21 133. Defendants' conduct is also unlawful within the meaning of California Business
22 and Professions Code §§ 17200, et seq. in that they constitute:

- 23 (a) A violation of Cal. Bus. & Prof. Code §§ 17500, et seq.;
- 24 (b) A violation of Cal. Civil Code §§ 1750, et seq.;
- 25 (c) A violation of Cal. Civil Code §§ 1792 and 1791.1, 1791.2, 1793, and
26 1795, et seq.;
- 27 (d) A violation of Cal. Comm. Code § 2313;
- 28 (e) A breach of implied warranty of merchantability pursuant to the

1 Uniform Commercial Code, as adopted by California and nationally;
2 and

3 (f) A violation of 15 U.S.C. § 2301.

4 134. There were reasonable alternatives available to Defendants to further
5 Defendants' legitimate business interests, other than the conduct described herein.

6 135. Defendants' conduct caused and continues to cause injury to Plaintiff and the
7 other Class Members. Plaintiff and Class Members have suffered injury in fact and have lost
8 money as a result of Defendants' fraudulent conduct in the form of monies paid for the class
9 car seats.

10 136. Defendants have thus engaged in unlawful, unfair, and fraudulent business acts
11 entitling Plaintiff and Class Members to judgment and equitable relief against Defendants, as
12 set forth in the Prayer for Relief.

13 137. Additionally, pursuant to Business and Professions Code section 17203,
14 Plaintiff and Class Members seek an order requiring Defendants to immediately cease such
15 unlawful, unfair, and fraudulent business practices and to correct their actions.

16 138. Defendants' conduct, as described above, violates Cal. Bus. & Prof. Code Sec.
17 17200, *et seq.* and entitles Plaintiff and Class Members to restitution and injunctive relief.

18 139. To this day, Defendants continue to violate the California Business and
19 Professions Code section 17200, *et seq.* by continuing to advertise their class car seats in a
20 manner that is likely to deceive the consuming public.

21 140. As a direct and proximate cause of Defendants' violation of the California
22 Business and Professions Code section 17200, *et seq.*, Plaintiff and Class Members have
23 suffered injury in fact and actual damages.

24 141. As a proximate result of Defendants' violation of the California Business and
25 Professions Code section 17200, *et seq.*, Plaintiff and Class Members have suffered and will
26 continue to suffer actual damages.

27 142. As a proximate result of Defendants' violation of the California Business and
28 Professions Code section 17200, *et seq.*, Defendants have been unjustly enriched and should

1 be required to make restitution to Plaintiff and Class Members or disgorge their ill-gotten
2 profits pursuant to Business & Professions Code section 17203.

3 143. Pursuant to California Business & Professions Code section 17203, Plaintiff,
4 individually and on behalf of the Class, seeks an order of this Court requiring Defendants to
5 immediately cease such acts of unfair competition and enjoining Defendants from continuing
6 to conduct business via the unlawful, fraudulent, or unfair business acts and practices
7 complained of herein and from failing to fully disclose the true nature of their
8 misrepresentations.

9 144. Plaintiff, on behalf of himself and all others similarly situated, further request
10 injunctive relief in the form of restitution and disgorgement and all other relief allowed under
11 section 17200, plus interest attorneys' fees and costs pursuant to, *inter alia*, Cal. Code of Civ.
12 Proc. section 1021.5.

13 MISCELLANEOUS

14 145. Plaintiff and class members allege that they have fully complied with all
15 contractual and other legal obligations and fully complied with all conditions precedent to
16 bringing this action or all such obligations or conditions are excused.

17 REQUEST FOR JURY TRIAL

18 146. Plaintiff requests a trial by jury of all issues which may be tried by a jury.

19 PRAYER FOR RELIEF

20 147. Plaintiff, on behalf of himself and the Class, request the following relief:

- 21 a) An order certifying the Class and appointing Plaintiff as Representative
22 of the Class;
- 23 b) An order certifying the undersigned counsel as Class Counsel;
- 24 c) A declaratory judgment that Defendants' advertising, as discussed herein,
25 is false, untrue, unlawful, and misleading;
- 26 d) An order requiring Defendants, at their own cost, to notify all class
27 members of the misrepresentations and material omissions discussed
28 herein;

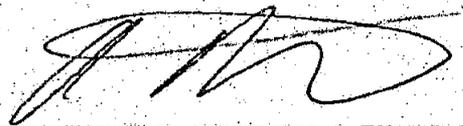
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- e) An order requiring Defendants to cease the misrepresentations set forth in this complaint;
- f) An order requiring Defendants to engage in corrective advertising regarding the omissions set forth above;
- g) Actual damages suffered by Plaintiff and class members or full restitution of all funds acquired from Plaintiff and class members from their purchase of the class car seats;
- h) Punitive damages, as allowable, in an amount determined by the Court or jury;
- i) Any and all statutory enhanced damages;
- j) All reasonable and necessary attorneys' fees and costs provided by statute, common law, or the Court's inherent power;
- k) Pre- and post-judgment interest; and
- l) All other relief, general or special, legal and equitable, to which Plaintiff and class members may be justly entitled as deemed by the Court.

Dated: March 19, 2013

Respectfully submitted,

Capstone Law APC



By:

Jordan L. Lurie
David L. Cheng
Sue J. Kim
Arvin Ratanavongse

Attorneys for Plaintiff Seth Long

EXHIBIT A

1 Jordan L. Lurie (SBN 130013)
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Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Seth Long

9

10

UNITED STATES DISTRICT COURT

11

NORTHERN DISTRICT OF CALIFORNIA

12

SETH LONG, individually, and on behalf of
13 other members of the general public similarly
situated,

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Plaintiff,

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vs.

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GRACO CHILDREN'S PRODUCTS INC., a
17 Delaware corporation; NEWELL
RUBBERMAID INC., a Delaware
corporation,

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Defendants.

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Case No.:

DECLARATION OF SETH LONG IN
SUPPORT OF VENUE FOR CLASS
ACTION COMPLAINT PURSUANT TO
CIVIL CODE SECTION 1780(d)

1 I, Seth Long, declare under penalty of perjury as follows:

2 1. I make this declaration based upon my personal knowledge except as to those
3 matters stated herein that are based upon information and belief, which I believe to be true. I
4 am over the age of eighteen, a citizen of the State of California, and am a named Plaintiff in
5 the litigation described in the caption page of this declaration.

6 2. This declaration is made pursuant to California Civil Code section 1780(d).

7 3. The complaint filed concurrently with this declaration contains a cause of
8 action for violation of the Consumers Legal Remedies Act against the above named
9 Defendants which advertise, manufacture, and sell the Graco car seats at issue in the
10 complaint.

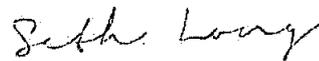
11 4. In or about March of 2010, my wife and I purchased a Graco My Ride 65 car
12 seat at a Babies R Us retail store located in Colma, California.

13 5. The transaction described above forms a substantial portion of this action, and
14 occurred in the Northern District of California. To the best of my knowledge, based upon
15 information and belief, Defendant does business in the Northern District of California, and
16 advertises and markets its products, including the products at issue in this complaint, in the
17 Northern District of California. Accordingly, the Northern District of California is a proper
18 place for trial of this action.

19 I declare under penalty of perjury under the laws of California and the United States of
20 America that the foregoing is true and correct.

21 Executed this day of March 19, 2013 in Ventura, California.

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28



Seth Long

EXHIBIT B

JAMIE R. GREENE
310.556.4165 Direct
Jamie.Green@capstonelawyers.com

February 13, 2013

VIA CERTIFIED MAIL; RETURN RECEIPT REQUESTED

NEWELL RUBBERMAID INC.
3 GLENLAKE PKWY
ATLANTA, GA 30328

Subject: *CLRA Notice Regarding False Advertising Claims Related to Graco Car Seats
Equipped with the QT Buckle*

NOTICE OF DEMAND FOR CORRECTIVE ACTION PURSUANT TO CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT, CALIFORNIA CIVIL CODE § 1782, FOR
VIOLATIONS OF CALIFORNIA CIVIL CODE § 1770

Attention NEWELL RUBBERMAID INC. ("RUBBERMAID"):

Pursuant to California Civil Code section 1782, subsections (a) and (d), this letter notifies you that you have committed acts or practices declared unlawful under the California Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.* ("CLRA").

The CLRA prohibits certain unfair acts or practices directed toward consumers. Specifically, section 1770(a)(5) of the CLRA prohibits anyone from "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have;" section 1770(a)(7) of the CLRA prohibits anyone from representing that goods are of a particular standard, quality, or grade, if they are of another; and section 1770(a)(9) of the CLRA prohibits anyone from "[a]dvertising goods or services with intent not to sell them as advertised."

We write on behalf of our client Seth Long and all other similarly situated persons in California who purchased any Graco car seat manufactured between January 1, 2009 and October 2012 that was equipped with a "QT Buckle" (referred to herein as the "class car seats" or "the products"). RUBBERMAID has advertised, warranted, and implied, based on the product packaging, online advertisements, and elsewhere, that the class car seats were free from defects, fit for their ordinary purpose and that the "5-point, front-adjust harness helps you get baby in and out"¹ when in fact

¹ See
<http://www.gracobaby.com/Products/Pages/ProductDetails.aspx?ProductID=1786988>, last

countless consumers have complained that the class car seats and their QT buckles are defective in that they will not unbuckle with reasonable force or will not unbuckle at all. RUBBERMAID knew, or, by the exercise of reasonable care, should have known, but omitted to state, that the class car seats were defective and that their statements about the quality and abilities of the class car seats were untrue, deceptive, or materially misleading. RUBBERMAID's marketing and advertising representations in connection with the sale of the class car seats, including its failure to disclose material facts, were false, untrue and misleading. Accordingly, in the advertisement and sale of the class car seats, RUBBERMAID has violated multiple sections of the CLRA. Relying on RUBBERMAID's misstatements, consumers such as Mr. Long were induced to purchase the class car seats when they otherwise would not have, or would have paid less for the product.

Specifically, RUBBERMAID violated various sections of Civil Code section 1770 including subsection (5), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have. More specifically, RUBBERMAID advertised and stated that their class car seats had characteristics, uses, and/or benefits which included the ability to buckle and unbuckle children in the car seat in a reasonable manner, that the class car seats were free from defects and fit for their ordinary purpose, and that the class car seats and their QT Buckle "helps you get baby in and out"² when in fact RUBBERMAID knew, or should have known that the class car seats were defective and thus did not have those characteristics, uses, and/or benefits. RUBBERMAID also violated subsection (7) by representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. More specifically, RUBBERMAID advertised and stated that their class car seats included the ability to buckle and unbuckle children in the car seat in a reasonable manner, that the class car seats were free from defects and fit for their ordinary purpose, and that the class car seats and their QT Buckle "helps you get baby in and out"³ when in fact RUBBERMAID knew, or should have known that the class car seats were defective and thus were not of that standard, quality, or grade. Further, RUBBERMAID violated subsection (9) by advertising goods with the intent not to sell them as advertised. More specifically, RUBBERMAID advertised that their class car seats included the ability to buckle and unbuckle children in the car seat in a reasonable manner, that the class car seats were free from defects and fit for their ordinary purpose, and that the class car seats and their QT Buckle "helps you get baby in and out"⁴ when in fact RUBBERMAID knew, or should have known that the class car seats were defective and thus were not sold as advertised.

Mr. Long purchased the Graco My Ride 35 car seat from a Babies 'R' Us store in Colma, California. Prior to purchasing the car seat he read, considered, and relied on RUBBERMAID's advertising, including the product packaging, which promised a 5-point, front-adjust harness that "helps you get baby in and out." In reliance on RUBBERMAID's advertising, statements and

visited January 22, 2013.

² *Id.*

³ *Id.*

⁴ *Id.*

material omissions, Mr. Long purchased, for his own personal and household use, and paid a premium price for, a Graco My Ride 35 car seat. Mr. Long used the product as directed and pursuant to the instructions provided. However, in contrast to RUBBERMAID's advertising, the car seat did not perform as advertised and was defective. Had Mr. Long known that the car seat was defective, he would either not have purchased the product or would have paid less for the product.

Based on the foregoing, we hereby demand, on behalf of Mr. Long and similarly situated California purchasers of the class car seats, pursuant to the CLRA, Civil Code section 1782, that within 30 days of receiving this letter, RUBBERMAID:

1. Make full restitution to all persons who purchased a class car seat, of all monies wrongfully obtained as a result of the conduct described above, plus interest at the statutory rate of 10% per annum running from the date such amounts were due;
2. Provide public notice to California consumers about the true abilities, limitations, and defects related to the class car seats, specifically that the QT Buckle is defective; and
3. Provide monetary compensation, plus interest at the statutory rate of 10% per annum, running from the date such amounts were due, to all California consumers who were damaged as alleged herein.

Unless you agree to and implement the terms and conditions set forth above within 30 days of receipt of this notice and demand for corrective action, Mr. Long shall exercise his statutory right to assert claims for monetary damages and other relief under the CLRA, on behalf of all consumers in California that purchased a class car seat, including, but not limited to:

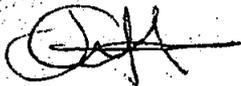
1. The actual damages suffered;
2. An order enjoining you from such methods, acts, or practices;
3. For restitution of property (when applicable);
4. Punitive damages;
5. Any other relief which the court deems proper; and
6. Court costs and attorneys' fees.

Pursuant to California Civil Code section 1782, subdivision (a)(2), this notice has been sent to you by certified mail, return receipt requested, to RUBBERMAID's corporate headquarters in Atlanta, Georgia, to RUBBERMAID's agent for service of process in California, and to the location in California where the transaction occurred.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jamie R. Greene
Capstone Law APC
1840 Century Park East, Suite 450
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to be 'J.R. Greene', written over a light grey rectangular background.

Jamie R. Greene

JAMIE R. GREENE
310.556.4165 Direct
Jamie.Green@capstonelawyers.com

February 13, 2013

VIA CERTIFIED MAIL; RETURN RECEIPT REQUESTED

GRACO CHILDREN'S PRODUCTS INC.
3 GLENLAKE PKWY
ATLANTA, GA 30328

Subject: *CLRA Notice Regarding False Advertising Claims Related to Graco Car Seats
Equipped with the QT Buckle*

NOTICE OF DEMAND FOR CORRECTIVE ACTION PURSUANT TO CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT, CALIFORNIA CIVIL CODE § 1782, FOR
VIOLATIONS OF CALIFORNIA CIVIL CODE § 1770

Attention GRACO CHILDREN'S PRODUCTS INC. ("GRACO"):

Pursuant to California Civil Code section 1782, subsections (a) and (d), this letter notifies you that you have committed acts or practices declared unlawful under the California Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.* ("CLRA").

The CLRA prohibits certain unfair acts or practices directed toward consumers. Specifically, section 1770(a)(5) of the CLRA prohibits anyone from "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have;" section 1770(a)(7) of the CLRA prohibits anyone from representing that goods are of a particular standard, quality, or grade, if they are of another; and section 1770(a)(9) of the CLRA prohibits anyone from "[a]dvertising goods or services with intent not to sell them as advertised."

We write on behalf of our client Seth Long and all other similarly situated persons in California who purchased any Graco car seat manufactured between January 1, 2009 and October 2012 that was equipped with a "QT Buckle" (referred to herein as the "class car seats" or "the products"). GRACO has advertised, warranted, and implied, based on the product packaging, online advertisements, and elsewhere, that the class car seats were free from defects, fit for their ordinary purpose and that the "5-point, front-adjust harness helps you get baby in and out"¹ when in fact

¹ See
<http://www.gracobaby.com/Products/Pages/ProductDetails.aspx?ProductID=1786988>, last

countless consumers have complained that the class car seats and their QT buckles are defective in that they will not unbuckle with reasonable force or will not unbuckle at all. GRACO knew, or, by the exercise of reasonable care, should have known, but omitted to state, that the class car seats were defective and that their statements about the quality and abilities of the class car seats were untrue, deceptive, or materially misleading. GRACO's marketing and advertising representations in connection with the sale of the class car seats, including its failure to disclose material facts, were false, untrue and misleading. Accordingly, in the advertisement and sale of the class car seats, GRACO has violated multiple sections of the CLRA. Relying on GRACO's misstatements, consumers such as Mr. Long were induced to purchase the class car seats when they otherwise would not have, or would have paid less for the product.

Specifically, GRACO violated various sections of Civil Code section 1770 including subsection (5), by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have. More specifically, GRACO advertised and stated that their class car seats had characteristics, uses, and/or benefits which included the ability to buckle and unbuckle children in the car seat in a reasonable manner, that the class car seats were free from defects and fit for their ordinary purpose, and that the class car seats and their QT Buckle "helps you get baby in and out"² when in fact GRACO knew, or should have known that the class car seats were defective and thus did not have those characteristics, uses, and/or benefits. GRACO also violated subsection (7) by representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. More specifically, GRACO advertised and stated that their class car seats included the ability to buckle and unbuckle children in the car seat in a reasonable manner, that the class car seats were free from defects and fit for their ordinary purpose, and that the class car seats and their QT Buckle "helps you get baby in and out"³ when in fact GRACO knew, or should have known that the class car seats were defective and thus were not of that standard, quality, or grade. Further, GRACO violated subsection (9) by advertising goods with the intent not to sell them as advertised. More specifically, GRACO advertised that their class car seats included the ability to buckle and unbuckle children in the car seat in a reasonable manner, that the class car seats were free from defects and fit for their ordinary purpose, and that the class car seats and their QT Buckle "helps you get baby in and out"⁴ when in fact GRACO knew, or should have known that the class car seats were defective and thus were not sold as advertised.

Mr. Long purchased the Graco My Ride 35 car seat from a Babies 'R' Us store in Colma, California. Prior to purchasing the car seat he read, considered, and relied on GRACO's advertising, including the product packaging, which promised a 5-point, front-adjust harness that "helps you get baby in and out." In reliance on GRACO's advertising, statements and material omissions, Mr. Long purchased, for his own personal and household use, and paid a premium price for, a Graco My Ride 35 car seat. Mr. Long used the product as directed and pursuant to the

visited January 22, 2013.

² *Id.*

³ *Id.*

⁴ *Id.*

instructions provided. However, in contrast to GRACO's advertising, the car seat did not perform as advertised and was defective. Had Mr. Long known that the car seat was defective, he would either not have purchased the product or would have paid less for the product.

Based on the foregoing, we hereby demand, on behalf of Mr. Long and similarly situated California purchasers of the class car seats, pursuant to the CLRA, Civil Code section 1782, that within 30 days of receiving this letter, GRACO:

1. Make full restitution to all persons who purchased a class car seat, of all monies wrongfully obtained as a result of the conduct described above, plus interest at the statutory rate of 10% per annum running from the date such amounts were due;
2. Provide public notice to California consumers about the true abilities, limitations, and defects related to the class car seats, specifically that the QT Buckle is defective; and
3. Provide monetary compensation, plus interest at the statutory rate of 10% per annum, running from the date such amounts were due, to all California consumers who were damaged as alleged herein.

Unless you agree to and implement the terms and conditions set forth above within 30 days of receipt of this notice and demand for corrective action, Mr. Long shall exercise his statutory right to assert claims for monetary damages and other relief under the CLRA, on behalf of all consumers in California that purchased a class car seat, including, but not limited to:

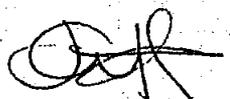
1. The actual damages suffered;
2. An order enjoining you from such methods, acts, or practices;
3. For restitution of property (when applicable);
4. Punitive damages;
5. Any other relief which the court deems proper; and
6. Court costs and attorneys' fees.

Pursuant to California Civil Code section 1782, subdivision (a)(2), this notice has been sent to you by certified mail, return receipt requested, to GRACO's corporate headquarters in Atlanta, Georgia, to GRACO's agent for service of process in California, and to the location in California where the transaction occurred.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jamie R. Greene
Capstone Law APC
1840 Century Park East, Suite 450
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to be 'JR' with a stylized flourish.

Jamie R. Greene

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

2013 MAR 20 P 2:55
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SETH LONG,

Plaintiff(s),

v.

GRACO CHILDRENS PRODUCTS,

Defendant(s).

No. C 13-01257 MEJ

**ORDER SETTING INITIAL CASE
MANAGEMENT CONFERENCE
AND ADR DEADLINES**

IT IS HEREBY ORDERED that this action is assigned to the Honorable Maria-Elena James. When serving the complaint or notice of removal, the plaintiff or removing defendant must serve on all other parties a copy of this order, the Notice of Assignment of Case to a United States Magistrate Judge for Trial, and all other documents specified in Civil Local Rule 4-2. Counsel must comply with the case schedule listed below unless the Court otherwise orders.

IT IS FURTHER ORDERED that this action is assigned to the Alternative Dispute Resolution (ADR) Multi-Option Program governed by ADR Local Rule 3. Counsel and clients shall familiarize themselves with that rule and with the material entitled "Dispute Resolution Procedures in the Northern District of California" on the Court ADR Internet site at www.adr.cand.uscourts.gov. A limited number of printed copies are available from the Clerk's Office for parties in cases not subject to the court's Electronic Case Filing program (ECF).

IT IS FURTHER ORDERED that plaintiff or removing defendant serve upon all parties the brochure entitled "Consenting To A Magistrate Judge's Jurisdiction In The Northern District Of California," additional copies of which can be downloaded from the following Internet site: <http://www.cand.uscourts.gov>.

CASE SCHEDULE -ADR MULTI-OPTION PROGRAM

Date	Event	Governing Rule
3/20/2013	Complaint filed	
6/6/2013	*Last day to: <ul style="list-style-type: none">meet and confer re: initial disclosures, early settlement, ADR process selection, and discovery planfile ADR Certification signed by Parties and Counsel (form available at http://www.cand.uscourts.gov)file either Stipulation to ADR Process or Notice of Need for ADR Phone Conference (form available at http://www.cand.uscourts.gov)	<u>FRCivP 26(f) & ADR L.R. 3-5</u> <u>Civil L.R. 16-8 (b) & ADR L.R. 3-5(b)</u> <u>Civil L.R. 16-8 (c) & ADR L.R. 3-5(b) & (c)</u>

6/20/2013	Last day to file Rule 26(f) Report, complete initial disclosures or state objection in Rule 26(f) Report and file Case Management Statement per attached Standing Order re Contents of Joint Case Management Statement (also available at http://www.cand.uscourts.gov)	<u>FRCivP 26(a)(1)</u> <u>Civil L.R. 16-9</u>
6/27/2013	INITIAL CASE MANAGEMENT CONFERENCE (CMC) in Ctrm. B, 15th Floor, SF at 10:00 AM	<u>Civil L.R. 16-10</u>

*If the Initial Case Management Conference is continued, the other deadlines are continued accordingly.

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
NOTICE OF ASSIGNMENT OF CASE
TO A UNITED STATES MAGISTRATE JUDGE FOR TRIAL

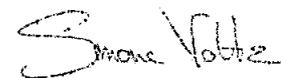
Pursuant to General Order 44, the Assignment Plan of the United States District Court for the Northern District of California, this case has been randomly assigned to Magistrate Judge Maria-Elena James.

Pursuant to Title 28 U.S. C. § 636(c), with written consent of all parties, a magistrate judge may conduct all proceedings in the case. Attached is a form to complete if you consent to proceed before the assigned magistrate judge and a form to complete if you decline to proceed before the assigned magistrate judge. Electronic versions of both forms are also available at the Court's Internet site: <http://www.cand.uscourts.gov>. Click on Forms-Civil. A party is free to withhold consent without adverse consequences. If a party declines to consent, the case will be randomly reassigned to a district judge and a case management conference will be scheduled on the district judge's calendar as close as possible to the date presently scheduled before the magistrate judge.

Plaintiffs or removing parties must file a consent or declination within 14 days of the filing of the complaint or removal. All other parties must file a consent or declination within 14 days of appearing in the case.

The plaintiff or removing party shall serve a copy of this notice and all attachments upon all other parties in the action pursuant to Federal Rules of Civil Procedure 4 and 5.

FOR THE COURT,
RICHARD W. WIEKING, CLERK


By: Deputy Clerk

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 NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
SETH LONG, individually, and on behalf of other members of the general public similarly situated,

(b) County of Residence of First Listed Plaintiff Ventura County, California
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Jordan L. Lurie, David Cheng, Sue Kim, and Arvin Ratanavongse
Capstone Law APC, 1840 Century Part East, Suite 450
Los Angeles, CA 90067, TEL: (310) 556-4811

DEFENDANTS
GRACO CHILDREN'S PRODUCTS INC., a Delaware corporation.
NEWELL RUBBERMAID INC., a Delaware corporation

County of Residence of First Listed Defendant Fulton County, Georgia
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| 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"/> 5 |
| 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)

- | | | | | | |
|--|--|---|--|--|---|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 365 Personal Injury - Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 851 | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 375 False Claims Act |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 370 Other Fraud | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 371 Truth in Lending | <input type="checkbox"/> 720 Labor/Management Relations | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 380 Other Personal Property Damage | <input type="checkbox"/> 740 Railway Labor Act | | <input type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 751 Family and Medical Leave Act | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | | <input type="checkbox"/> 790 Other Labor Litigation | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 480 Consumer Credit |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 360 Other Personal Injury | HABES CORPUS: | <input type="checkbox"/> 791 Employee Retirement Income Security Act | <input type="checkbox"/> 863 DTWC/DIWW (405(g)) | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 190 Other Contract | <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <input type="checkbox"/> 463 Alien Detainee | | <input type="checkbox"/> 864 SSID Title XVI | <input type="checkbox"/> 850 Securities/Commodities/Exchange |
| <input type="checkbox"/> 195 Contract Product Liability | | <input type="checkbox"/> 510 Motions to Vacate Sentence | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 865 RSI (405(g)) | <input checked="" type="checkbox"/> 890 Other Statutory Actions |
| <input type="checkbox"/> 196 Franchise | | <input type="checkbox"/> 530 General | <input type="checkbox"/> 720 Labor/Management Relations | | <input type="checkbox"/> 891 Agricultural Acts |
| | | <input type="checkbox"/> 535 Death Penalty | <input type="checkbox"/> 740 Railway Labor Act | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 893 Environmental Matters |
| | | <input type="checkbox"/> 540 Mandamus & Other | <input type="checkbox"/> 751 Family and Medical Leave Act | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 895 Freedom of Information Act |
| | | <input type="checkbox"/> 550 Civil Rights | <input type="checkbox"/> 790 Other Labor Litigation | | <input type="checkbox"/> 896 Arbitration |
| | | <input type="checkbox"/> 555 Prison Condition | <input type="checkbox"/> 791 Employee Retirement Income Security Act | <input type="checkbox"/> 880 Copyrights | <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
| | | <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 930 Constitutionality of State Statutes |
| | | | | <input type="checkbox"/> 840 Trademark | |
| | | | | <input type="checkbox"/> 861 HIA (1395ff) | |
| | | | | <input type="checkbox"/> 862 Black Lung (923) | |
| | | | | <input type="checkbox"/> 863 DTWC/DIWW (405(g)) | |
| | | | | <input type="checkbox"/> 864 SSID Title XVI | |
| | | | | <input type="checkbox"/> 865 RSI (405(g)) | |
| | | | | <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

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)
Brief description of cause:
Class Action for violation of consumer protection statutes

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. 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
03/20/2013

SIGNATURE OF ATTORNEY OF RECORD

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)

- SAN FRANCISCO/OAKLAND
- SAN JOSE
- EUREKA

FILED BY FAX

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 NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
SETH LONG, individually, and on behalf of other members of the general public similarly situated.

(b) County of Residence of First Listed Plaintiff Ventura County, California
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Jordan L. Lurie, David Cheng, Sue Kim, and Arvin Ratanavongse
Capstone Law APC, 1840 Century Part East, Suite 450
Los Angeles, CA 90067, TEL: (310) 566-4811

DEFENDANTS
GRACO CHILDREN'S PRODUCTS INC., a Delaware corporation,
NEWELL RUBBERMAID INC., a Delaware corporation

County of Residence of First Listed Defendant Fulton County, Georgia
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| 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"/> 5 |
| 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)

<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 861 HIA (1395(f))	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	HABEAS CORPUS:	<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 463 Alien Detainee		<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence	IMMIGRATION	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 530 General	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 443 Housing/Accommodations	Other:			<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other			<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights			<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 555 Prison Condition			<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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)

Brief description of cause:
Class Action for violation of consumer protection statutes

VII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
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 _____
SIGNATURE OF ATTORNEY OF RECORD _____

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)
(Place an "X" in One Box Only)
 SAN FRANCISCO/OAKLAND SAN JOSE EUREKA

FILED BY FAX

DATE
03/20/2013

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FILED BY FAX

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Attorneys for Plaintiff Seth Long

**ORIGINAL
FILED**
MAR 20 2013
RICHARD W. WICKING
CLERK, U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

FILED

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Case No.: 0.13 1257

SETH LONG, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

vs.

GRACO CHILDREN'S PRODUCTS INC.,
a Delaware corporation; NEWELL
RUBBERMAID INC., a Delaware
corporation,

Defendants.

**PLAINTIFF SETH LONG'S F.R.C.P. 7.1
DISCLOSURE STATEMENT AND CIVIL
LOCAL RULE 3-16 CERTIFICATION OF
INTERESTED ENTITIES OR PERSONS**

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

No. C

Plaintiff(s),

**CONSENT TO PROCEED BEFORE A
UNITED STATES MAGISTRATE JUDGE**

v.

Defendant(s).

CONSENT TO PROCEED BEFORE A UNITED STATES MAGISTRATE JUDGE

In accordance with the provisions of Title 28, U.S.C. Section 636(c), the undersigned party hereby voluntarily consents to have a United States Magistrate Judge conduct any and all further proceedings in the case, including trial, and order the entry of a final judgment. Appeal from the judgment shall be taken directly to the United States Court of Appeals for the Ninth Circuit.

Dated: _____

Signature

Counsel for _____
(Plaintiff, Defendant or indicate "pro se")

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

No. C

Plaintiff(s),

v.

Defendant(s).

**DECLINATION TO PROCEED BEFORE
A MAGISTRATE JUDGE
AND
REQUEST FOR REASSIGNMENT TO A
UNITED STATES DISTRICT JUDGE**

REQUEST FOR REASSIGNMENT TO A UNITED STATES DISTRICT JUDGE

The undersigned party hereby declines to consent to the assignment of this case to a United States Magistrate Judge for trial and disposition and hereby requests the reassignment of this case to a United States District Judge.

Dated: _____

Signature _____

Counsel for _____
(Plaintiff, Defendant, or indicate "pro.se")

**United States District Court
Northern District of California
ECF Registration Information Handout**

Electronic Case Filing (ECF or "e-filing") is mandatory for all civil cases in this court. Please refer to Civil Local Rule 5-1 for the Court's rules pertaining to electronic filing. Special procedures apply to initiating documents (complaints; notices of removal); after that, attorneys must e-file in this case.

Parties who are representing themselves pro se (without attorney representation) are not required to e-file and, in fact, may e-file only with the permission of the assigned judge.

Please review and attend to the following important notes and tasks:

- Serve this ECF Registration Information Handout on all parties in the case along with the complaint or removal notice and the other documents generated by the court upon filing.
- Email (DO NOT E-FILE) the complaint or removal notice and all attachments, in PDF format, within ten (10) business days, to the assigned judge's PDF email address. Find the judge's email address at cand.uscourts.gov/Judges; find more information on this step at cand.uscourts.gov/ECF. Include in the subject line of the email:
 - o Case number
 - o Judge's initials
 - o Type of document(s) you are sending (e.g., "Complaint & TRO")

Do not separately e-file these documents; court staff will perform this task. All other documents from this point forward in the case must be e-filed, including the returned summons.

- If not already registered, each attorney in the case must register to become an e-filer at cand.uscourts.gov/ECF. Your ECF registration is valid for life in this district; please do not register more than once.

IMPORTANT NOTICE: by signing and submitting to the court a request for an ECF user id and password, you consent to entry of your email address into the court's electronic service registry for electronic service on you of all e-filed papers, pursuant to rules 77 and 5(b)(2)(d) of the Federal Rules of Civil Procedure.

- If you are a party and do not have an attorney and would like to e-file in the case, please visit cand.uscourts.gov/ECF/prseregistration for instructions and information. Unless and until the assigned judge has given you permission to e-file, you are required to file and serve papers in hard copy (paper) form.

- Access dockets and documents using your PACER (Public Access to Court Electronic Records) account. If your firm already has a PACER account, please use that account. It is not necessary to have individual PACER accounts for each user in your office. To set up an account, visit: pacer.gov or call (800) 676-6856.

ECF interactive tutorials, instructions for e-filing and other information are available at: <http://cand.uscourts.gov/ECF> and <http://cand.uscourts.gov/ECF>.

Case Management Standing Order Magistrate Judge Maria-Elena James

San Francisco, Courtroom B, 15th Floor
Rose Maher, Courtroom Deputy (415) 522-4708

1. All motions (except criminal duty matters) are heard on Thursdays at 10:00 a.m. and shall be noticed pursuant to the Northern District's local rules. Parties may confirm availability at <http://www.cand.uscourts.gov> and direct any scheduling questions to the courtroom deputy.
2. Discovery disputes are governed by Magistrate Judge James' Discovery Standing Order, which is available at <http://www.cand.uscourts.gov> and at the Clerk's Office.
3. Counsel shall meet and confer prior to the Case Management Conference and file a joint statement no later than seven days prior to the conference. The statement shall address the information contained in the Standing Order for All Judges of the Northern District of California, which is available <http://www.cand.uscourts.gov> and at the Clerk's Office.
4. In civil cases, the parties shall file their written consent to proceed before a magistrate judge or request for reassignment to a district judge as soon as possible. If a party files a dispositive motion (such as a motion to dismiss or a motion for remand), the moving party must file the consent or declination simultaneously with the motion. In no event shall the consent or declination be filed later than the deadlines specified in Civil Local Rule 73-1.
5. The parties shall not submit chambers copies, with the exception of documents that (1) are related to a pending motion and/or discovery dispute and (2) exceed 10 pages when combined. (Thus, for example, if there is a twenty-page stipulation and proposed order, no chambers copy is required.) For these documents only, the submitting party must comply with the timing requirements in Civil Local Rule 5-1(e)(7). All chambers copies must be double-sided when possible and include (1) the running header created by the ECF system at the top of each page, and (2) exhibits, if any, that are clearly delineated with tabbed dividers. These printed copies shall be marked "Chambers Copy" and submitted to the Clerk's Office (not chambers), in an envelope marked with "Magistrate Judge James," the case number, and "Chambers Copy."
6. Any proposed order in a case subject to electronic filing shall be emailed in Word or Wordperfect format to mejpo@cand.uscourts.gov. This address is to be used only for proposed orders unless otherwise directed by the Court. No chambers copy of a proposed order is required.

Dated: January 14, 2013



Maria-Elena James
United States Magistrate Judge

STANDING ORDER FOR ALL JUDGES
OF THE NORTHERN DISTRICT OF CALIFORNIA

CONTENTS OF JOINT CASE MANAGEMENT STATEMENT

Commencing July 1, 2011, all judges of the Northern District of California will require identical information in Joint Case Management Statements filed pursuant to Civil Local Rule 16-9. The parties must include the following information in their statement which, except in unusually complex cases, should not exceed ten pages:

1. Jurisdiction and Service: The basis for the court's subject matter jurisdiction over plaintiff's claims and defendant's counterclaims, whether any issues exist regarding personal jurisdiction or venue, whether any parties remain to be served, and, if any parties remain to be served, a proposed deadline for service.
2. Facts: A brief chronology of the facts and a statement of the principal factual issues in dispute.
3. Legal Issues: A brief statement, without extended legal argument, of the disputed points of law, including reference to specific statutes and decisions.
4. Motions: All prior and pending motions, their current status, and any anticipated motions.
5. Amendment of Pleadings: The extent to which parties, claims, or defenses are expected to be added or dismissed and a proposed deadline for amending the pleadings.
6. Evidence Preservation: A brief report certifying that the parties have reviewed the Guidelines Relating to the Discovery of Electronically Stored Information ("ESI Guidelines"), and confirming that the parties have met and conferred pursuant to Fed. R. Civ. P. 26(f) regarding reasonable and proportionate steps taken to preserve evidence relevant to the issues reasonably evident in this action. See ESI Guidelines 2.01 and 2.02, and Checklist for ESI Meet and Confer.
7. Disclosures: Whether there has been full and timely compliance with the initial disclosure requirements of Fed. R. Civ. P. 26, and a description of the disclosures made.
8. Discovery: Discovery taken to date, if any, the scope of anticipated discovery, any proposed limitations or modifications of the discovery rules, a brief report on whether the parties have considered entering into a stipulated e-discovery order, a proposed discovery plan pursuant to Fed. R. Civ. P. 26(f), and any identified discovery disputes.
9. Class Actions: If a class action, a proposal for how and when the class will be certified.
10. Related Cases: Any related cases or proceedings pending before another judge of this court, or before another court or administrative body.

11. Relief: All relief sought through complaint or counterclaim, including the amount of any damages sought and a description of the bases on which damages are calculated. In addition, any party from whom damages are sought must describe the bases on which it contends damages should be calculated if liability is established.
12. Settlement and ADR: Prospects for settlement, ADR efforts to date, and a specific ADR plan for the case, including compliance with ADR L.R. 3-5 and a description of key discovery or motions necessary to position the parties to negotiate a resolution.
13. Consent to Magistrate Judge For All Purposes: Whether **all** parties will consent to have a magistrate judge conduct all further proceedings including trial and entry of judgment. ___ Yes ___ No
14. Other References: Whether the case is suitable for reference to binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.
15. Narrowing of Issues: Issues that can be narrowed by agreement or by motion, suggestions to expedite the presentation of evidence at trial (e.g., through summaries or stipulated facts), and any request to bifurcate issues, claims, or defenses.
16. Expedited Trial Procedure: Whether this is the type of case that can be handled under the Expedited Trial Procedure of General Order No. 64 Attachment A. If all parties agree, they shall instead of this Statement, file an executed Agreement for Expedited Trial and a Joint Expedited Case Management Statement, in accordance with General Order No. 64 Attachments B and D.
17. Scheduling: Proposed dates for designation of experts, discovery cutoff, hearing of dispositive motions, pretrial conference and trial.
18. Trial: Whether the case will be tried to a jury or to the court and the expected length of the trial.
19. Disclosure of Non-party Interested Entities or Persons: Whether each party has filed the "Certification of Interested Entities or Persons" required by Civil Local Rule 3-16. In addition, each party must restate in the case management statement the contents of its certification by identifying any persons, firms, partnerships, corporations (including parent corporations) or other entities known by the party to have either: (i) a financial interest in the subject matter in controversy or in a party to the proceeding; or (ii) any other kind of interest that could be substantially affected by the outcome of the proceeding.
20. Such other matters as may facilitate the just, speedy and inexpensive disposition of this matter.

Discovery Standing Order Magistrate Judge Maria-Elena James

San Francisco, Courtroom B, 15th Floor
Rose Maher, Courtroom Deputy (415) 522-4708

This standing order informs all parties of the discovery procedures for cases assigned to Magistrate Judge Maria-Elena James or referred for purposes of discovery. This Order addresses all case-related discovery, including that which involves non-parties, and therefore applies whether or not an individual or entity is named in the complaint. Failure to abide by this Standing Order may result in the imposition of sanctions pursuant to Federal Rule of Civil Procedure 16(f) and Civil Local Rule 37-3.

1. Parties shall propound disclosures and discovery in accordance with Federal Rules of Civil/Criminal Procedure and the corresponding Civil/Criminal Local Rules for the Northern District of California. A copy of the Local Rules is available at <http://www.cand.uscourts.gov> and at the Clerk's Office.
2. No motions to compel shall be considered. Instead, the parties must meet and confer in person for the purpose of resolving all disputes. If unable to resolve any disputes, the parties shall draft and file a jointly-signed letter that contains the following:
 - (a) A cover page with the case caption, an attestation that the parties met and conferred in person in a good faith attempt to resolve their dispute(s) prior to filing the letter, and the signature of both parties or counsel;
 - (b) A joint section setting forth the unresolved dispute, any pertinent factual background, and requested relief; and
 - (c) Each party's position, including citations to relevant legal authority.

The joint letter shall be limited to five pages, excluding the cover page, and may not be accompanied by exhibits or affidavits other than exact copies of interrogatories, requests for production of documents and/or responses, privilege logs, and relevant deposition testimony. It is preferable that the parties file a separate letter for each dispute.

3. In the event that the parties are unable to meet and confer as directed above, or a moving party is unable to obtain the opposing party's portion of a joint letter after the meet and confer session, the moving party shall file a written request for a telephonic conference for the purpose of enforcing the Court's meet and confer requirement, or for the Court to fashion an alternative procedure. The written request shall include a declaration which states any attempt to meet and confer and/or obtain the joint letter, the reasons for the inability to comply with the standing order, and (if possible) three dates and times during which all parties are available for a telephonic conference. The moving party may attach exhibits to the declaration, but the declaration and exhibits combined may not exceed seven pages. The Court will not excuse a party from the requisite in-person meeting unless good cause is shown.

4. In the event that the parties are participating in a deposition or a site inspection and a dispute arises, the parties may contact the courtroom deputy, Rose Maher, to inquire whether Magistrate Judge James is available to address the dispute telephonically. In the event she is unavailable, the parties shall follow the procedures for requesting a telephonic conference as set forth in paragraph 3 above. In such a case, the deposition or site inspection shall proceed with objections noted for the record.
5. No motion for sanctions may be filed until after the moving party has complied with the requirements of paragraphs 2 and 3 above. Motions for sanctions shall be filed separately, pursuant to Federal Rule 37 and Civil Local Rules 7 and 37-3.
6. The parties shall comply with Civil Local Rule 6 regarding any requests to change time.
7. Pursuant to Civil Local Rule 11-4(c), with the exception of communication with the courtroom deputy regarding scheduling, no party may contact the Court ex parte without prior notice to the opposing party. All communications or questions to the Court shall be presented in writing, properly filed, and include a certification that all parties were served.
8. The parties shall not submit chambers copies, with the exception of documents that exceed ten pages when combined. For these documents only, the submitting party must comply with the timing requirements in Civil Local Rule 5-1(c)(7). All chambers copies must be double-sided when possible and include (1) the running header created by the ECF system at the top of each page, and (2) exhibits, if any, that are clearly delineated with tabbed dividers. These printed copies shall be marked "Chambers Copy" and submitted to the Clerk's Office (not chambers), in an envelope marked with "Magistrate Judge James," the case number, and "Chambers Copy."

IT IS SO ORDERED.

Dated: January 14, 2013



Maria-Elena James
United States Magistrate Judge