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9 BLUETRITON BRANDS, INC.

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 PERRY BRUNO, individually, and on behalf
14 of other members of the general public
15 similarly situated,

16 Plaintiff,

17 v.

18 BLUETRITON BRANDS, INC.,

19 Defendant.

Case No. 2:24-cv-01563

**DEFENDANT BLUETRITON BRANDS,
INC.'S NOTICE OF REMOVAL OF
ACTION TO FEDERAL COURT**

[28 U.S.C. §§ 1332(d), 1441, 1446, 1453]

Removal as Exhibit A.

8. In accordance with 28 U.S.C. § 1446(b), this Notice of Removal is timely, as BlueTriton filed it within 30 days after it was served with the Complaint on January 25, 2024.

9. In accordance with 28 U.S.C. § 1446(d), BlueTriton will promptly serve on all counsel of record and file with the clerk of the court from the Superior Court of the State of California for the County of Los Angeles a copy of this Notice of Removal and its accompanying exhibit.

BASIS FOR REMOVAL

10. “To remove a case from state court to a federal court, a defendant must file in the federal forum a notice of removal ‘containing a short and plain statement of the grounds for removal.’” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 83 (2014) (quoting 28 U.S.C. § 1446(a)). “A statement ‘short and plain’ need not contain evidentiary submissions.” *Id.*

11. This action is within the original jurisdiction of this Court, and removal is, therefore, proper under CAFA. Congress enacted CAFA to expand federal court jurisdiction over proposed class actions. *See Dart Cherokee*, 574 U.S. at 89 (citing S. Rep. No. 109-14, at *43, as reprinted in 2005 U.S.C.C.A.N. 3, *41, 109 S. Rpt. 14). The Supreme Court in *Dart Cherokee* made clear that, unlike other statutes of removal, “no antiremoval presumption attends cases invoking CAFA, which Congress enacted to facilitate adjudication of certain class actions in federal court.” *Id.*

12. CAFA provides that a class action may be removed to federal court if: (1) any members of the plaintiff class is a citizen of a state different from the state of citizenship of any defendant; (2) the aggregate amount in controversy exceeds \$5 million; and (3) the proposed plaintiff class contains at least 100 members. *See* 28 U.S.C. § 1332(d)(2), (5)-(6).

13. This Court may make reasonable deductions, reasonable inferences, or other reasonable extrapolations to determine whether the jurisdictional requirements for removal are met. *See Salter v. Quality Carriers, Inc.*, 974 F.3d 959, 964 (9th Cir. 2020) (“For a facial attack, the court, accepting the allegations as true and drawing all reasonable inferences in the defendant’s favor, determines whether the allegations are sufficient as a legal matter to invoke the court’s

jurisdiction.”) (internal quotations marks and citation omitted); *see also Ehrman v. Cox Communs., Inc.*, 932 F.3d 1223, 1229 (9th Cir. 2019).

14. As explained more fully below, this action satisfies each requirement of 28 U.S.C. § 1332(d)(2) for original CAFA jurisdiction.

This Is a Covered Class Action

15. According to the Complaint, “Plaintiff brings this action on behalf of himself and all others similarly situated” in the proposed class of all persons in the United States, as well as a subclass of all persons in the State of California, who purchased Arrowhead® bottled water “within four years prior to the filing of the Complaint through the date of class certification.” Compl. ¶¶ 9, 42-3. As a result, this action meets the CAFA definition of a class action, which is “any civil action filed under [R]ule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure.” 28 U.S.C. § 1332(d)(1)(B); 28 U.S.C. § 1453(a).

There Are More Than 100 Putative Class Members

16. Plaintiff alleges “the Class is so numerous that the individual joinder of all of their members is impracticable” and that there are “thousands, if not millions of members.” Compl. ¶ 45. Accordingly, the Complaint itself alleges the proposed class and sub-class include more than 100 members. *See* 28 U.S.C. § 1332(d)(5)(B).

Minimal Diversity of Citizenship Exists

17. According to the Complaint, Plaintiff is a citizen of California. Compl. ¶ 5.

18. BlueTriton is not a California citizen. Rather, BlueTriton is a corporation organized under the laws of the State of Delaware and its principal place of business is in Stamford, Connecticut. Compl. ¶ 6. Accordingly, BlueTriton is a citizen of Delaware and Connecticut. *See* 28 U.S.C. § 1332(c) (a corporation “shall be deemed to be a citizen of every State . . . by which it has been incorporated and of the State . . . where it has its principal place of business”).

19. Thus, CAFA’s minimal diversity requirement is satisfied because “any member of [the] class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).

The Amount in Controversy Exceeds \$5 Million

20. Under CAFA, the claims of the individual class members are aggregated to determine if the amount in controversy exceeds the required “sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. §§ 1332(d)(2), (d)(6).

21. As the Supreme Court explained in *Dart Cherokee*, “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” 574 U.S. at 89. The “defendant’s showing on the amount in controversy may rely on reasonable assumptions.” *Arias v. Residence Inn*, 936 F.3d 920, 922 (9th Cir. 2019). “An assumption may be reasonable if it is founded on the allegations of the complaint.” *Id.* at 925.

22. Sales of Arrowhead® bottled water substantially exceeded \$5 million during the proposed class period. Here, the Complaint alleges BlueTriton represents to consumers that Arrowhead® bottled water is “100% Mountain Spring Water” and fails to disclose the bottled water allegedly contains microplastics. Compl. ¶¶ 1, 9. Plaintiff alleges “[h]ad Defendant not falsely advertised, marketed or misrepresented the Class Products, Plaintiff and Class Members would not have purchased the Class Products. . . . [and] Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members.” Compl. ¶ 82.

23. The Complaint alleges “Plaintiff is asserting claims that are typical of the Class and Sub-Class,” which it defines as all persons in the United States and all persons in the State of California who purchased Arrowhead® bottled water “within four years prior to the filing of the Complaint through the date of class certification.” Compl. ¶¶ 42-3, 48. In the Complaint, Plaintiff asserts claims for monetary damages on behalf of himself and on behalf of “thousands, if not millions” of individuals in the United States and the State of California who purchased the products throughout this over four-year period. Compl. ¶¶ 42-4.

24. The amount in controversy in this case substantially exceeds \$5 million, exclusive of interests and costs.

CAFA’s Exceptions Do Not Apply

25. The exceptions to removal under 28 U.S.C. § 1332(d) do not apply to this case.

26. In particular, the “local controversy” exception to CAFA, where more than two-

1 thirds of the putative class members are citizens of the State in which the action was originally
2 filed, does not apply because Plaintiff seeks to certify a nationwide class of purchasers. *See* Compl.
3 ¶ 42; *see, e.g., Aram Adzhikosyan v. AT&T Corp.*, No. 2:21-CV-05997-ODW (MRWx), 2021 U.S.
4 Dist. LEXIS 241791, at *7 (C.D. Cal. Dec. 17, 2021).

5 VENUE

6 27. This case is properly removed to this district because the Superior Court of the State
7 of California for the County of Los Angeles, where Plaintiff commenced this action, is located
8 within the United States District Court for the Central District of California. *See* 28 U.S.C.
9 § 84(c)(2); *see generally* 28 U.S.C. § 1441(a); 28 U.S.C. § 1446(a). Venue is therefore proper
10 under 28 U.S.C. § 84(c)(2).

11 NON-WAIVER

12 28. By submitting this Notice of Removal, BlueTriton does not waive any objections or
13 defenses, including, but not limited to, personal jurisdiction defenses, and does not admit any of
14 the allegations in the Complaint.

15 29. BlueTriton also reserves the right to amend or supplement this Notice of Removal.

16 CONCLUSION

17 WHEREFORE, BlueTriton respectfully gives notice that this civil action pending in the
18 Superior Court of the State of California for the County of Los Angeles is removed to this Court,
19 pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453.

20
21 Dated: February 26, 2024

WHITE & CASE LLP

22
23 By: /s/ Bryan A. Merryman
Bryan A. Merryman

24 Attorneys for Defendant
25 BLUETRITON BRANDS, INC.
26
27
28

EXHIBIT A

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Superior Court of California,
County of Los Angeles
1/23/2024 1:01 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

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

PERRY BRUNO, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

BLUETRITON BRANDS, INC.,

Defendant.

Case No. **24STCV01770**

CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law
(Cal. Business & Professions Code
§§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law
(Cal. Business & Professions Code
§§ 17200 *et seq.*)

Jury Trial Demanded

1 Plaintiff PERRY BRUNO ("Plaintiff"), individually and on behalf of all other members
2 of the public similarly situated, allege as follows:

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4 **PRELIMINARY STATEMENTS**

5 1. This is an action for damages, injunctive relief, and any other available legal or
6 equitable remedies, for violations of Unfair Competition Law (Cal. Business & Professions Code
7 §§ 17500 *et seq.*, and Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et*
8 *seq.*, resulting from the illegal actions of Defendant, in intentionally labeling its products with false
9 and misleading claims that they are 100% Mountain Spring Water, when Defendant's products
10 contain microplastics. Plaintiff alleges as follows upon personal knowledge as to himself and his
11 own acts and experiences, and, as to all other matters, upon information and belief, including
12 investigation conducted by his attorneys.
13

14 **JURISDICTION AND VENUE**

15 2. This class action is brought pursuant to California Code of Civil Procedure § 382.
16 All causes of action in the instant complaint arise under California statutes.

17 3. This court has personal jurisdiction over Defendant, because Defendant does
18 business within the State of California and County of Los Angeles.
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20 4. Venue is proper in this Court because Defendant does business *inter alia* in the
21 county of Los Angeles and a significant portion of the conduct giving rise to Plaintiff's Claims
22 happened here.

23 **PARTIES**

24 5. Plaintiff is an individual and citizen of California, who was at all relevant times
25 residing in Los Angeles, California.
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6. Defendant is a Delaware corporation whose principal place of business is located in Samford, Connecticut.

7. At all times relevant hereto, Defendant was engaged in the manufacturing, marketing, and sale of bottled water products.

FACTS COMMON TO ALL COUNTS

8. Defendant manufactures, advertises, markets, sells, and distributes personal care products throughout California and the United States.

9. During the Class Period Defendant sold Arrowhead bottled water (the "Products") labeled as 100% Mountain Spring Water but which actually contain microplastics.

10. Microplastics are small sized plastic particles that originate from manufacturing and physical degradation of plastics. Microplastics encompass a variety of different molecules with different structures, shapes, sizes, and polymers.

11. Microplastics are not naturally occurring. Instead, microplastics are typically made from polypropylene, polyethylene, polystyrene, and other synthetic polymers.¹

12. Microplastics can leach into the water from the bottle, and consumers are exposed to additives, processing aid, and unreacted monomers.²

13. In 2018 Orb Media commissioned a global study on synthetic microplastic contamination in bottled water.³ The study was performed at the Mason lab at State University of

¹ Md. Iftakharul Muhib, Md. Khabir Uddin, Md. Mostafizur Rahman, and Guilherme Malafaia, "Occurrence of microplastics in tap and bottled water, and food packaging: A narrative review on current knowledge," *Science of The Total Environment* (2022), <http://dx.doi.org/10.1016/j.scitotenv.2022.161274>.

² Id; Winkler, A., Santo, N., Ortenzi, M.A., Bolzoni, E., Bacchetta, R., Tremolada, P., 2019. Does mechanical stress cause microplastic release from plastic water bottles? *Water Res.* 166, 115082

³ Orb Media, "Plus Plastic," Orb Media (2023), available at <https://orbmedia.org/plus-plastic>.

1 New York at Fredonia, Department of Geology & Environmental Sciences. The study tested 259
2 individual bottles from 27 different lots across 11 brands purchased from 19 locations in 9
3 countries. Ninety-three percent, ("93%"), of bottled water showed signs of microplastic
4 contamination.

5 14. A study conducted in 2019 found the origin of bottled microplastics in drinking
6 water due to mechanical stress.⁴ They proposed that the main mechanical reason for bottled water
7 contamination originated from releasing microplastic particles from the bottleneck and plastic cap
8 by frequent opening and closing.

9 15. Microplastic contamination in the Products is possible at various manufacturing
10 levels and as a result of usage by reasonable consumers.⁵

11 16. Toxic effects of microplastics on the physiology and behavior of marine
12 invertebrates have been extensively documented.⁶ Similar effects have also been observed in larger
13 marine vertebrates such as fish. Furthermore, recent studies using mouse models have reported
14 potential effects of Microplastics on mammalian gut microbiota, as well as cellular and metabolic
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21 ⁴ Winkler, A., Santo, N., Ortenzi, M.A., Bolzoni, E., Bacchetta, R., Tremolada, P., 2019. Does
22 mechanical stress cause microplastic release from plastic water bottles? *Water Res.* 166, 115082.

23 ⁵ See Md. Iftakharul Muhib, Md. Khabir Uddin, Md. Mostafizur Rahman, and Guilherme
24 Malafaia, "Occurrence of microplastics in tap and bottled water, and food packaging: A narrative
25 review on current knowledge," *Science of The Total Environment* (2022),
26 <http://dx.doi.org/10.1016/j.scitotenv.2022.161274>.

27 ⁶ Damià Barceló, Yolanda Picó, & Ahmed H. Alfarhan, *Microplastics: Detection in human
28 samples, cell line studies, and health impacts*, *Environmental Toxicology and Pharmacology*
(2023), <https://doi.org/10.1016/j.etap.2023.104204>; Grote, K., Brüstle, F., Vlacil, A.K., 2023.
Cellular and systemic effects of micro- and nanoplastics in mammals—what we know so far.
Materials 16, 3123. <https://doi.org/10.3390/ma16083123>;

1 toxicity in the host.⁷ However, the pathophysiological consequences of acute and chronic exposure
2 to microplastics in mammalian systems, particularly in humans, are not yet fully understood.⁸

3 17. After being absorbed, Microplastics have the potential to be transported through
4 the circulatory system and subsequently accumulate in various organs, including the kidney, gut,
5 and liver.⁹ Thus, the effects on several blood and the immune system cell lines have been widely
6 reported for several Microplastics. Moreover, Microplastics exhibit a "Trojan Horse" effect by
7 absorbing and transporting various environmental pollutants.¹⁰

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9 18. Studies indicate that exposure to microplastics through ingestion can lead to
10 gastrointestinal problems such as irritable bowel syndrome; endocrine disruption such as adverse
11 effects on hormonal balance and reproductive function; and cardiovascular problems such as
12 increase of oxidative stress and impaired regular heart function.¹¹

13 19. Microplastics contamination is a material concern to Plaintiff and other reasonable
14 consumers.

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16 20. Bottled water that is contaminated with microplastics is not 100% Mountain Spring
17 Water.

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21 ⁷ Yong, C.Q.Y., Valiyaveettil, S., Tang, B.L., 2020. Toxicity of microplastics and nanoplastics in
22 mammalian systems. *Int. J. Environ. Res. Public Health* 2020 Vol. 17, 1509.
<https://doi.org/10.3390/IJERPH17051509>.

23 ⁸ Damià Barceló, Yolanda Picó, & Ahmed H. Alfarhan, *Microplastics: Detection in human*
24 *samples, cell line studies, and health impacts*, *Environmental Toxicology and Pharmacology*
(2023), <https://doi.org/10.1016/j.etap.2023.104204>

25 ⁹ Id.

26 ¹⁰ Id.

27 ¹¹ Ebuka Chizitere Emenike et al., *From Oceans to Dinner Plates: The Impact of*
28 *Microplastics on Human Health*, Volume 9, issue 10, *Heliyon*, 2023,
<https://www.sciencedirect.com/science/article/pii/S240584402307648X>

1 21. The Food and Drug Administration (“FDA”) defines “spring water” as the name of
2 water derived from an underground formation from which water flows naturally to the surface of
3 the earth. 21 C.F.R. § 165.110 (2022).

4 22. Additionally, the 21 C.F.R. § 165.110 only addresses the term “spring water”
5 without any reference to “100%”.

6 23. The label “100% Mountain Spring Water” is not the same as the labels “Spring
7 Water” or “Mountain Spring Water”, because the label “100% Mountain Spring Water” includes
8 the term “100%” which is not present in the labels “Spring Water” or “Mountain Spring Water.”

9 24. Reasonable consumers, and Plaintiffs, understand that the term “100%” refers to
10 percentage, a mathematical concept meaning part of a whole measured in hundredths.¹²

11 25. Reasonable Consumers do not understand the term “100%” to mean “99%”, “98%”,
12 “97%”, or any other percentage except for “100%”, in other words, reasonable consumers
13 understand that one-hundred parts out of one-hundred parts does not mean some other number of
14 parts less than one-hundred parts out of one-hundred parts.

15 26. Reasonable consumers, like Plaintiff, do not expect microplastics to be in water
16 labeled as 100% Mountain Spring Water.

17 27. Reasonable consumers do not expect “100% Mountain Spring Water” products to
18 contain microplastics because the term “100%” indicates to consumers that all parts of the
19 products, including all contents, will be Mountain Spring Water.

20 28. On October 19, 2022, Plaintiff purchased a Product labeled, marketed, and sold as
21 “100% Mountain Spring Water,” from a Walmart.

22 29. Plaintiff’s Products contained microplastics despite being labeled “100% Mountain
23 Spring Water”.

24 30. Persons, like Plaintiff herein, have an interest in purchasing products that do not
25 contain false and misleading labels with regards to the contents of the Products.

26 ¹² Common Parlance definition found at: [https://www.merriam-](https://www.merriam-webster.com/dictionary/percentage)
27 [webster.com/dictionary/percentage](https://www.merriam-webster.com/dictionary/percentage)

1 31. By making false and misleading claims about the Products, Defendant impaired
2 Plaintiff's ability to choose the type and quality of products he chose to buy.

3 32. Therefore, Plaintiff has been deprived of his legally-protected interest to obtain true
4 and accurate information about his consumer products as required by law.

5 33. As a result of Defendant's fraudulent labeling, Plaintiff and the class have been
6 misled into purchasing products that did not provide them with the benefit of the bargain they paid
7 money for, namely that the Products would be 100% Mountain Spring Water.

8 34. The following are examples of the Products' fraudulent labeling:
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35. As a result of Defendant’s fraudulent labeling, Plaintiff and the Class paid a price premium for a premium Product, but instead received a non-premium Product with Microplastics.

36. Plaintiff and the Class purchased Defendant’s Products because Defendant’s advertising claimed that the Products were “100% Mountain Spring Water”.

37. Due to Defendant’s intentional, deceitful practice of falsely labeling the Products as “100% Mountain Spring Water” when they are not, Plaintiff did not know that the Product was not “100% Mountain Spring Water” when he purchased it.

38. Plaintiff was unaware that the Product contained microplastics when he purchased it.

39. Worse than the lost money, Plaintiff, the Class, and Sub-Class were deprived of their protected interest to choose the type and quality of products they ingest.

40. Defendant, and not Plaintiff or the Class or Sub-Class, knew or should have known that labeling, marketing, and selling the Products as “100% Mountain Spring Water” was false, deceptive, and misleading, and that Plaintiff, the Class, and Sub-Class members would not be able to tell the Products contained microplastics unless Defendant expressly told them.

41. As a result of Defendants’ acts and omissions outlined above, Plaintiff has suffered concrete and particularized injuries and harm, which include, but are not limited to, the following:

- a. Lost money;
- b. Wasting Plaintiff’s time; and

c. Stress, aggravation, frustration, loss of trust, loss of serenity, and loss of confidence in product packaging.

CLASS ALLEGATIONS

42. Plaintiff brings this action on behalf of himself and all others similarly situated, as a member of the proposed class (the “Class”), defined as follows:

All persons within the United States who purchased the Products within four years prior to the filing of the Complaint through the date of class certification.

43. Plaintiff also brings this action on behalf of himself and all others similarly situated, as a member of the proposed sub-class (the “Sub-Class”), defined as follows:

All persons within California who purchased the Products within four years prior to the filing of this Complaint through to the date of class certification.

44. Defendant, its employees and agents are excluded from the Class. Plaintiff does not know the number of members in the Class, but believes the members number in the thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the expeditious litigation of the matter.

45. The Class is so numerous that the individual joinder of all of their members is impractical. While the exact number and identities of their members are unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is informed and believes and thereon alleges that the Class include thousands, if not millions of members. Plaintiff alleges that the class members may be ascertained by the records maintained by Defendant.

46. This suit is properly maintainable as a class action because the Class and Sub-class are so numerous that joinder of their members is impractical and the disposition of their claims in the Class Action will provide substantial benefits both to the parties and the Court.

47. There are questions of law and fact common to the Class affecting the parties to be represented. The questions of law and fact common to the Class predominate over questions which may affect individual class members and include, but are not necessarily limited to, the following:

- a. Whether the Defendant intentionally, negligently, or recklessly disseminated false and misleading information by labeling the Products as “100% Mountain Spring Water”;
- b. Whether the Products contain microplastics;
- c. Whether Defendant’s conduct was unfair and deceptive;
- d. Whether there should be a tolling of the statute of limitations; and
- e. Whether the Class is entitled to restitution, actual damages, punitive damages, and attorney fees and costs.

48. As a resident of the United States and State of California who purchased the Products, Plaintiff is asserting claims that are typical of the Class and Sub-Class.

49. Plaintiff has no interests adverse or antagonistic to the interests of the other members of the Class or Sub-Class.

50. Plaintiff will fairly and adequately protect the interests of the members of the Class and Subclass. Plaintiff has retained attorneys experienced in the prosecution of class actions.

51. A class action is superior to other available methods of fair and efficient adjudication of this controversy, since individual litigation of the claims of all Class members is impracticable. Even if every Class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous issues would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties,

1 and to the court system, resulting from multiple trials of the same complex factual issues. By
2 contrast, the conduct of this action as a class action presents fewer management difficulties,
3 conserves the resources of the parties and of the court system and protects the rights of each class
4 member. Class treatment will also permit the adjudication of relatively small claims by many class
5 members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

6 52. The prosecution of separate actions by individual members of the Class would
7 create a risk of adjudications with respect to them that would, as a practical matter, be dispositive
8 of the interests of the other class members not parties to such adjudications or that would
9 substantially impair or impede the ability of such non-party class members to protect their interests.

10 53. Plaintiff's claims and injuries are identical to the claims and injuries of all class
11 members, because all claims and injuries of all class members are based on the same fraudulent
12 labeling and same legal theory. All allegations arise from the identical, false, and misleading
13 packaging used by Defendants.

14 54. Defendants have acted or refused to act in respect generally applicable to the Class
15 thereby making appropriate final and injunctive relief with regard to the members of the Class and
16 Sub-Class as a whole.

17 55. The size and definition of the Class and Sub-Class can be identified through records
18 held by retailers carrying and reselling the Products, and by Defendant's own records.

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21 **FIRST CAUSE OF ACTION**
22 **Violation of the California False Advertising Act**
23 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

24 56. Plaintiff incorporates by reference each allegation set forth above in Paragraphs
25 1-55 as if fully articulated herein.

26 57. Pursuant to California Business and Professions Code section 17500, *et seq.*, it is
27 unlawful to engage in advertising "which is untrue or misleading, and which is known, or which
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1 by the exercise of reasonable care should be known, to be untrue or misleading...or...to so make
2 or disseminate or cause to be so made or disseminated any such statement as part of a plan or
3 scheme with the intent not to sell that personal property or those services, professional or
4 otherwise, so advertised at the price stated therein, or as so advertised.”

5 58. Defendant misled consumers by making misrepresentations about the Class
6 Products, namely, Defendant sold the Products that were fraudulently labeled, and made false
7 representations to Plaintiff and other putative class members in order to solicit these transactions.

8 59. Specifically, Defendant sold Mountain Spring Water Products labeled with the
9 term “100%,” but which actually contain Microplastics.

10 60. Defendant knew that their representations and omissions were untrue and
11 misleading, and deliberately made the aforementioned representations and omissions in order to
12 deceive reasonable consumers like Plaintiff and other Class Members.

13 61. As a direct and proximate result of Defendant’s misrepresentations, Plaintiff and
14 the other Class Members have suffered injury in fact and have lost money or property. Plaintiff
15 reasonably relied upon Defendant’s representations regarding the Products, namely that the
16 Products were “100% Mountain Spring Water”. In reasonable reliance on Defendant’s
17 misrepresentations, Plaintiff and other Class Members purchased the Products. In turn Plaintiff
18 and other Class Members ended up with products that turned out to actually be different than
19 advertised, and therefore Plaintiff and other Class Members have suffered injury in fact.

20 62. Plaintiff alleges that these false and misleading representations made by
21 Defendant constitute a “scheme with the intent not to sell that personal property or those services,
22 professional or otherwise, so advertised at the price stated therein, or as so advertised.”

23 63. Defendant knew that the Class Products did in fact contain microplastics.

24 64. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative
25 class members that contained false and misleading statements.

26 65. The misleading and false advertising described herein presents a continuing threat
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1 to Plaintiff and the Class Members in that Defendant persists and continues to engage in these
2 practices, and will not cease doing so unless and until forced to do so by this Court. Defendant's
3 conduct will continue to cause irreparable injury to consumers unless enjoined or restrained.
4 Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease
5 their false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members
6 Defendant's revenues associated with their false advertising, or such portion of those revenues
7 as the Court may find equitable.

8
9 **SECOND CAUSE OF ACTION**
10 **Violation of Unfair Business Practices Act**
11 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

12 66. Plaintiff incorporates by reference each allegation set forth above in paragraphs
13 1-55 as if fully articulated here in.

14 67. Actions for relief under the unfair competition law may be based on any business
15 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
16 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
17 to provide evidence of a causal connection between a defendant's business practices and the
18 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
19 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
20 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
21 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

22 **UNFAIR**

23 68. California Business & Professions Code § 17200 prohibits any "unfair ... business
24 act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged herein
25 also constitute "unfair" business acts and practices within the meaning of the UCL in that its
26 conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical,
27 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
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1 attributable to such conduct. There were reasonably available alternatives to further Defendant's
2 legitimate business interests, other than the conduct described herein. Plaintiff reserves the right
3 to allege further conduct which constitutes other unfair business acts or practices. Such conduct
4 is ongoing and continues to this date.

5 69. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the
6 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
7 competition; and, (3) is not one that consumers themselves could reasonably have avoided.

8 70. Here, Defendant's conduct has caused and continues to cause substantial injury
9 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
10 in fact due to Defendant's decision to sell them fraudulently labeled products (Class Products).
11 Thus, Defendant's conduct has caused substantial injury to Plaintiff and the Class.

12 71. Moreover, Defendant's conduct as alleged herein solely benefits Defendant while
13 providing no benefit of any kind to any consumer. Such deception utilized by Defendant
14 convinced Plaintiff and members of the Class that the Products would be "100% Mountain
15 Spring Water", in order to induce them to spend money on said Class Products. In fact, knowing
16 that Class Products, by their objective terms were not "100% Mountain Spring Water", unfairly
17 profited from their sale, in that Defendant knew that the expected benefit that Plaintiff would
18 receive from this feature is nonexistent, when this is typically never the case. Thus, the injury
19 suffered by Plaintiff and the members of the Class is not outweighed by any countervailing
20 benefits to consumers.

21 72. Finally, the injury suffered by Plaintiff and members of the Class are not an injury
22 that these consumers could reasonably have avoided. After Defendant, falsely represented the
23 qualities of Class Products consumers would receive, the Plaintiff and Class Members suffered
24 injury in fact due to Defendant's sale of Class Products to them. Defendant failed to take
25 reasonable steps to inform Plaintiff and class members that the Class Products contained
26 microplastics, including intentionally mislabeling the Products by using the term "100%". As
27
28

1 such, Defendant took advantage of Defendant's position of perceived power in order to deceive
2 Plaintiff and the Class members to purchase products containing fraudulent labels. Therefore,
3 the injury suffered by Plaintiff and members of the Class is not an injury which these consumers
4 could reasonably have avoided.

5 73. Thus, Defendant's conduct has violated the "unfair" prong of California Business
6 & Professions Code § 17200.

7 ///

8 **FRAUDULENT**

9 74. California Business & Professions Code § 17200 prohibits any "fraudulent ...
10 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
11 consumer must allege that the fraudulent business practice was likely to deceive members of the
12 public.

13 75. The test for "fraud" as contemplated by California Business and Professions Code
14 § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200
15 violation can be established even if no one was actually deceived, relied upon the fraudulent
16 practice, or sustained any damage.

17 76. Here, not only were Plaintiff and the Class members likely to be deceived, but
18 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact
19 that Plaintiff agreed to purchase Class Products under the basic assumption that they were "100%
20 Mountain Spring Water". Plaintiff's reliance upon Defendant's deceptive statements is
21 reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For the same reason,
22 it is likely that Defendant's fraudulent business practice would deceive other members of the
23 public.

24 77. As explained above, Defendant deceived Plaintiff and other Class Members by
25 fraudulently labeling the Class Products.

26 78. Thus, Defendant's conduct has violated the "fraudulent" prong of California
27

1 Business & Professions Code § 17200.

2 **UNLAWFUL**

3 79. California Business and Professions Code Section 17200, et seq. prohibits “any
4 unlawful...business act or practice.”

5 80. As explained above, Defendant deceived Plaintiff and other Class Members by
6 labeling the Products as “100% Mountain Spring Water”, when in fact the Products contain
7 Microplastics.

8 81. Defendant used false advertising, marketing, and misrepresentations to induce
9 Plaintiff and Class and Sub-Class Members to purchase the Class Products, in violation of
10 California Business and Professions Code Section 17500, et seq.

11 82. Had Defendant not falsely advertised, marketed or misrepresented the Class
12 Products, Plaintiff and Class Members would not have purchased the Class Products.
13 Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and
14 Class Members. These representations by Defendant are therefore an “unlawful” business
15 practice or act under Business and Professions Code Section 17200 *et seq*

16 83. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
17 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
18 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code
19 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately
20 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant
21 to correct its actions.

22 **MISCELLANEOUS**

23 84. Plaintiff and Class Members allege that they have fully complied with all
24 contractual and other legal obligations and fully complied with all conditions precedent to
25 bringing this action or all such obligations or conditions are excused.

REQUEST FOR JURY TRIAL

85. Plaintiff requests a trial by jury as to all claims so triable.

PRAYER FOR RELIEF

86. Plaintiff, on behalf of himself and the Class, requests the following relief:

- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (a) An order certifying the undersigned counsel as Class Counsel;
- (b) An order requiring Defendant, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (c) An order requiring Defendant to engage in corrective advertising regarding the conduct discussed above;
- (d) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (e) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (f) Any and all statutory enhanced damages;
- (g) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (h) Pre- and post-judgment interest; and

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(i) 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: January 23, 2024

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN , PC

By: 
TODD M. FRIEDMAN, ESQ.
Attorney for Plaintiff

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, SBN 216752 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 1/23/2024 1:01 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Covarrubias, Deputy Clerk	
TELEPHONE NO.: 323-306-4234 FAX NO.: 866-633-0228 EMAIL ADDRESS: tfriedman@toddflaw.com ATTORNEY FOR (Name): Perry Bruno			
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, CA 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: Perry Bruno v. Bluetriton Brands, Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">24STCV01770</div>
		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 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 checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 2
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: January 23, 2024

Todd M. Friedman, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Perry Bruno v. Bluetriton Brands, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input checked="" type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Perry Bruno v. Bluetriton Brands, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Perry Bruno v. Bluetriton Brands, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE Perry Bruno v. Bluetriton Brands, Inc.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS:
CITY:	STATE: CA	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central Judicial District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 01/23/2024


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a 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 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.

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

BLUETRITON BRANDS, INC.,

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

PERRY BRUNO, individually, and on behalf of other members of the general public similarly situated,

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

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/23/2024 1:01 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

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): **Stanely Mosk Courthouse**

111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

24STCV01770

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):

Todd M. Friedman, Adrian R Bacon 21031 Ventura Blvd., Ste. 340 Woodland Hills, CA 91364, 323-306-4234
David W. Slayton, Executive Officer/Clerk of Court

DATE: **01/23/2024**
(Fecha)

Clerk, by _____, Deputy
(Secretario) **J. Covarrubias** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☐ by personal delivery on (date):



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a “Resource List Mediation” for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion.

They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In “binding” arbitration, the arbitrator’s decision is final; there is no right to trial. In “nonbinding” arbitration, any party can request a trial after the arbitrator’s decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court’s MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> FILED Superior Court of California County of Los Angeles 01/23/2024 <small>David W. Slayton, Executive Officer / Clerk of Court</small> By: <u>J. Covarrubias</u> Deputy </div>
<small>COURTHOUSE ADDRESS:</small> Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> 24STCV01770

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	William F. Highberger	10					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 01/23/2024
(Date)

By J. Covarrubias, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

COMPLAINTS

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

CROSS-COMPLAINTS

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

STATUS CONFERENCE

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

Class Actions

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

***Provisionally Complex Cases**

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

FILED

Superior Court of California
County of Los Angeles

02/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

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

PERRY BRUNO,

Plaintiff,

v.

BLUETRITON BRANDS, INC.

Defendant.

Case No. 24STCV01770

INITIAL STATUS CONFERENCE ORDER
(COMPLEX CLASS ACTIONS)

Case Assigned for All Purposes to
Judge William F. Highberger

Department: SS10
Date: 04/15/2024
Time: 2:30 PM

This Initial Status Conference Order (Complex Class Actions) supplements a Minute Order served concurrently herewith. That Minute Order sets a date and time for the Initial Status Conference and includes many other important provisions which are NOT repeated in this Order. Counsel must review that Minute Order carefully to be fully informed of your obligations and the unique processes used in the Los Angeles Superior Court Complex Courtrooms.

Note: Some provisions of this Order are in reference to wage-and-hour class actions and may not be applicable to other types of class actions. Insofar as they are irrelevant to your case, say so in your Joint Initial Status Conference Response Statement.

Pending further order, the following is ordered:

1 The court orders counsel to prepare for the Initial Status Conference (“ISC”) by identifying and
2 discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate
3 contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much
4 as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference
5 Response Statement five (5) court days before the Initial Status Conference. The Joint Response
6 Statement must be filed on line-numbered pleading paper and must specifically answer each of the
7 below-numbered questions. Do not use the Judicial Council Form CM-110 (Case Management
8 Statement).

9
10 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and presently-
11 named defendants, together with all counsel of record, including counsel’s contact and email
12 information.

13 **2. STATUS OF PLEADINGS:** Please indicate whether defendant has filed a Notice of Appearance
14 or an Answer to the Complaint, and, if so, indicate the filing date(s).

15 **3. POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently intends to add
16 additional class representatives, and, if so, the name(s) and date by which these class representatives
17 will be added. Indicate whether any plaintiff presently intends to name additional defendants, and, if
18 so, the name(s) and date by which the defendant(s) will be added. Indicate whether any appearing
19 defendant presently intends to file a cross-complaint and, if so, the names of cross-defendants and
20 the date by which the cross-complaint will be filed.

21
22 **4. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong person or entity,
23 please explain why the named defendant is improperly named and the proposed procedure to correct
24 this error.

25
26 **5. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party believes one or
27 more named plaintiffs might not be an adequate class representative, including reasons of conflict of
28

1 interest as described in *Apple Computer v. Superior Court* (2005) 126 Cal.App.4th 1253, please
2 explain. No prejudice will attach to these responses.

3 **6. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

4 **7. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list other cases
5 with overlapping class definitions. Please identify the court, the short caption title, the docket
6 number, and the case status.

7 **8. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION WAIVER**

8 **CLAUSES:** Please state whether arbitration is an issue in this case and attach a sample of any
9 relevant clause of this sort. Opposing parties must summarize their views on this issue.

10 **9. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel should identify and describe
11 the significant core issues in the case, and then identify efficient ways to resolve those issues,
12 including one or more of the following:

- 13 ■ Motion to Compel Arbitration,
- 14 ■ Early motions in limine,
- 15 ■ Early motions about particular jury instructions and verdict forms,
- 16 ■ Demurrers,
- 17 ■ Motions to strike,
- 18 ■ Motions for judgment on the pleadings, and
- 19 ■ Motions for summary judgment and summary adjudication.

20 **10. CLASS CONTACT INFORMATION:** Counsel should discuss whether obtaining class contact
21 information from defendant's records is necessary in this case and, if so, whether the parties
22 consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v. Superior*
23 *Court* (2007) 149 Cal.App.4th 554, 561). Counsel should address timing and procedure, including
24 allocation of cost and the necessity of a third party administrator.
25
26
27
28

11. PROTECTIVE ORDERS: Parties considering an order to protect confidential information from general disclosure should begin with the model protective orders found on the Los Angeles Superior Court Website under “Civil Tools for Litigators.”

12. DISCOVERY: Please discuss a discovery plan. If the parties cannot agree on a plan, summarize each side’s views on discovery. The court generally allows discovery on matters relevant to class certification, which (depending on circumstances) may include factual issues also touching the merits. The court generally does not permit extensive or expensive discovery relevant only to the merits (for example, detailed damages discovery) at the initial stage unless a persuasive showing establishes early need. If any party seeks discovery from absent class members, please estimate how many, and also state the kind of discovery you propose¹.

13. INSURANCE COVERAGE: Please state if (1) there is insurance for indemnity or reimbursement, and (2) whether there are any insurance coverage issues which might affect settlement.

14. ALTERNATIVE DISPUTE RESOLUTION: Please discuss ADR and state each party’s position about it. If pertinent, how can the court help identify the correct neutral and prepare the case for a successful settlement negotiation?

15. TIMELINE FOR CASE MANAGEMENT: Please recommend dates and times for the following:

- The next status conference,
- A schedule for alternative dispute resolution, if it is relevant,
- A filing deadline for the motion for class certification, and
- Filing deadlines and descriptions for other anticipated non-discovery motions.

16. REMINDER WHEN SEEKING TO DISMISS:

“A dismissal of an entire class action, or of any party or cause of action in a class action, requires court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the facts on which the party relies. The declaration must clearly state whether consideration,

¹ See California Rule of Court, Rule 3.768.

direct or indirect, is being given for the dismissal and must describe the consideration in detail.”²

If the parties have settled the class action, that too will require judicial approval based on a noticed motion (although it may be possible to shorten time by consent for good cause shown).

17. REMINDER WHEN SEEKING APPROVAL OF A SETTLEMENT:

Plaintiff(s) must address the issue of any fee splitting agreement in their motion for preliminary approval and demonstrate compliance with California Rule of Court 3.769, and the Rules of Professional Conduct 2-200(a) as required by *Mark v. Spencer* (2008) 166 Cal.App. 4th 219.

18. NOTICE OF THE ISC ORDER:

Plaintiff’s counsel shall serve this Initial Status Conference Order on all defense counsel, or if counsel is not known, on each defendant and file a Proof of Service with the court within seven (7) days of the date of this Order. If the Complaint has not been served as of the date of this Order, plaintiff(s) must serve the Complaint, along with a copy of this Order, within five (5) days of the date of this Order. Once served, each as yet non-appearing defendant shall file a Notice of Appearance (identifying counsel by name, firm name, address, email address, telephone number and fax number). The filing of a Notice of Appearance is without prejudice to (a) any jurisdictional, substantive or procedural challenge to the Complaint, (b) any affirmative defense, and (c) the filing of any cross-complaint in this action.

Dated: ~~ECF~~ ~~ECF~~



W. F. Highberger

William F. Highberger / Judge

William F. Highberger

Judge of the Los Angeles Superior Court

² California Rule of Court, Rule 3.770(a)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

24STCV01770

PERRY BRUNO, vs BLUETRITON BRANDS, INC.

February 6, 2024

11:44 AM

Judge: Honorable William F. Highberger

Judicial Assistant: R. Aspiras

Courtroom Assistant: R. Sanchez

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Re: Initial Status Conference Order

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has assigned this case to this department for all purposes.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within ten (10) days of service of this order.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 04/15/2024 at 02:30 PM in this department. At least ten (10) days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. Counsel must file a Joint Initial Status Conference Response Statement five (5) court days before the Initial Status Conference.

The Initial Status Conference Order, served concurrently with this Minute Order, is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

24STCV01770

PERRY BRUNO, vs BLUETRITON BRANDS, INC.

February 6, 2024

11:44 AM

Judge: Honorable William F. Highberger

Judicial Assistant: R. Aspiras

Courtroom Assistant: R. Sanchez

CSR: None

ERM: None

Deputy Sheriff: None

Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6. Nothing in this order stays the filing of an Amended Complaint pursuant to Labor Code Section 2699.3(a)(2)(C) by a plaintiff wishing to add a Private Attorney General Act ("PAGA") claim.

For information on electronic filing in the Complex Courts, please refer to <https://www.lacourt.org/division/efiling/efiling2.aspx#civil>. See, in particular, the link therein for "Complex Civil efiling." Parties shall file all documents in conformity with the Presiding Judge's First Amended General Order of May 3, 2019, particularly including the provisions therein requiring Bookmarking with links to primary documents and citations; that Order is available on the Court's website at the link shown above.

For efficiency in communication with counsel, the complex program requires the parties in every new case to use an approved third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court which provider was selected.

The court has implemented LACourtConnect to allow attorneys, self-represented litigants and parties to make audio or video appearances in Los Angeles County courtrooms. LACourtConnect technology provides a secure, safe and convenient way to attend hearings remotely. A key element of the Court's Access LACourt YOUR WAY program to provide services and access to justice, LACourtConnect is intended to enhance social distancing and change the traditional in-person courtroom appearance model. See <https://my.lacourt.org/laccwelcome> for more information.

This Complex Courtroom does not use Los Angeles Superior Court's Court Reservation ("CRS") portal to reserve motion hearing dates. Rather, counsel may secure dates by calling the Courtroom Assistant at 213-310-70xx with the "xx" being the Department number, e.g. Dept. 1 is 01 and Dept. 10 is 10.

Court reporters are not provided for hearings or trials. The parties should make their own arrangements for any hearing where a transcript is desired.

If you believe a party or witness will need an interpreter, see the court's website for information on how to make such a request in a timely manner. <https://www.lacourt.org/irud/UI/index.aspx>

Counsel are directed to access the following link for further information on procedures in the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

24STCV01770

PERRY BRUNO, vs BLUETRITON BRANDS, INC.

February 6, 2024

11:44 AM

Judge: Honorable William F. Highberger

CSR: None

Judicial Assistant: R. Aspiras

ERM: None

Courtroom Assistant: R. Sanchez

Deputy Sheriff: None

Complex litigation Program courtrooms: <https://www.lacourt.org/division/civil/CI0042.aspx>.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven (7) days of service.

Certificate of Mailing is attached.

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>	<p align="center">Reserved for Clerk's File Stamp</p> <p align="center">FILED Superior Court of California County of Los Angeles 02/06/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u> R. Aspiras </u> Deputy</p>
<p>COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012</p>	
<p>PLAINTIFF/PETITIONER: Perry Bruno,</p>	
<p>DEFENDANT/RESPONDENT: Bluetriton Brands, Inc.</p>	<p>CASE NUMBER: 24STCV01770</p>
<p align="center">CERTIFICATE OF MAILING</p>	

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 Minute Order (Court Order Re: Initial Status Conference Order) of 02/06/2024, Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Todd Friedman
Law Offices of Todd M. Friedman, P.C.,
21031 Ventura Blvd.
Suite 340
Woodland Hills, CA 91364

David W. Slayton, Executive Officer / Clerk of Court

Dated: 02/7/2024

By: R. Aspiras
Deputy Clerk

CERTIFICATE OF MAILING

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