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13 *Attorneys for Plaintiff,*
14 HAROLD J. GREEN

15
16 **UNITED STATES DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA

17
18 **HAROLD J. GREEN, Individually**
and On Behalf of All Others
19 **Similarly Situated,**

20 **Plaintiff,**

21
22 **v.**

23
24
25 **CHOBANI, INC., formerly known**
as AGRO-FARMA, INC.,

26 **Defendant.**
27

Case No.: '13CV2106 DMS DHB

CLASS ACTION

**COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF**

JURY TRIAL DEMANDED

I. INTRODUCTION

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1. Plaintiff, Harold J. Green (hereinafter “Mr. Green” or “Plaintiff”), through his undersigned attorneys, brings this class action complaint against Defendant Chobani, Inc., formerly known as Agro-Farms, Inc., (hereinafter, “Chobani” or “Defendant”) due to the negligent manufacturing and distribution of mold-tainted Greek yogurt, and in breach of the implied warranty of merchantability for its Greek yogurt. Plaintiff alleges as follows upon personal knowledge as to himself and his own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by his attorneys. Plaintiff brings this action on behalf of a national class and sub-class of California consumers who, within the last year, purchased and/or consumed recalled Chobani Greek Yogurt which contained a harmful strain of mold that has caused numerous customers and consumers of Chobani to fall sick and ill after consumption and to lose money as a result of the recalled product. Affected product has a manufacturing code of “16-012” and a “best by” date between September 11, 2013 and October 7, 2013.
 2. Chobani is a corporation registered in the State of New York. Chobani’s business consists of the manufacturing and distribution of “Greek yogurt,” sales of which are made both domestically and internationally.
 3. Chobani has been known in the past as Agro-Farma, Inc. Agro-Farma, Inc. changed its name to Chobani in January 2012. According to Business Week, Chobani holds the largest share of the overall U.S. yogurt market with 17 percent, more than double its closest competitor, Yoplait. Chobani also enjoys maintaining a hold on 50% of the Greek yogurt market.
 4. Chobani expected gross sales to reach \$1 billion in 2012.
 5. Chobani markets itself as a producer of natural Greek yogurt. On its website, it states: “Chobani contains only natural ingredients so it’s a

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1 naturally good for you indulgence. Chobani has two times more protein per
2 serving than regular yogurt. Plus, our authentic straining process results in a
3 rich and creamy yogurt, so it's a good-for-you-way to satisfy your
4 cravings.”

5 6. Consumers of Chobani are typically those that live a healthy lifestyle and
6 tend to consume a healthier diet than the average consumer due to
7 Chobani's claims of providing a completely natural and healthy form of
8 Greek Yogurt (i.e. no sugar or artificial preservatives).

9 7. Chobani's website, www.Chobani.com, promotes health and wellness to its
10 consumers throughout the website's various pages.

11 II. BACKGROUND INFORMATION

12 8. On September 5, 2013, after receiving numerous complaints from its
13 customers regarding customers falling sick after eating various flavors of
14 Chobani Greek Yogurt, Chobani issued a formal recall of its Greek yogurt
15 product with manufacturing code “16-012” and a “best by” date between
16 9/11/2013 and 10/7/2013 (hereinafter the “Yogurt”).

17 9. On September 5, 2013, the U.S. Food and Drug Administration issued the
18 following statement regarding Chobani's recall:

19 The company has ceased the distribution of the product
20 due to reports of product bloating and swelling and some
21 claims of illness as the company continues its
22 investigation to identify the root cause. The potentially
23 affected product was distributed nationwide from its
Twin Falls, Idaho facility and was delivered to consumers
through retail and club stores.

24 10. On September 5, 2013, an unidentified spokesman for Chobani stated:

25
26 We [Chobani] won't sugar coat it --- this type of mold is
27 not pleasant. While unlikely to have ill health effects
28 upon consumption, nothing is more important to us than
the health and safety of our consumers, and we are taking

1 all of the necessary steps to uphold our very rigid quality
2 standard.

3 11. To date, Chobani has not publically identified the actual strain of mold
4 found within the Yogurt subject to the recall. All that has been provided by
5 Chobani regarding the specific type of mold is a general statement from
6 Chobani's founder and company CEO Hamdi Ulukaya, who stated that,
7 "While this type of mold is common in the dairy environment, particularly
8 when using only natural ingredients that are absent of artificial
9 preservatives, it's still unacceptable to me and all of our yogurt makers."

10 12. This vague and generalized statement does nothing to alleviate the concerns
11 of thousands of customers who potentially could get sick, and many whom
12 already have, as a result of consuming the Yogurt that contained a harmful
13 or potentially harmful strain of mold.

14 13. According to the U.S. Department of Agriculture, "some molds cause
15 allergic reactions and respiratory problems. And a few molds, in the right
16 conditions, produce "mycotoxins, poisonous substances that can make you
17 sick."

18 14. Potentially hundreds, or even thousands, of Chobani consumers are now left
19 in the dark with information that is extremely relevant to the health and
20 safety of not only themselves, but friends, family members, and even
21 children, whom have all consumed mold tainted cups of Yogurt. Such
22 information is relevant to Plaintiff and the putative class members who may
23 need to know the type of mold they ingested in order to notify their
24 respective treating physicians.

25 15. On or about September 5, 2013, Chobani's CEO, Mr. Ulukaya, told the
26 Associated Press: "everybody in the company took this hard. It shook us
27 up."

28 16. As a result of Chobani manufacturing and distributing moldy Yogurt

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1 without taking the proper precautions, Defendant placed in the stream of
2 commerce product that is unusable, unsafe, and has caused purchasers and
3 consumers of Yogurt to suffer or potentially suffer illness, as well as the
4 loss of monies.

5 **III. JURISDICTION AND VENUE**

6 17. This Court has original jurisdiction over this action under 28 U.S.C. § 1332
7 (d) because this is a class action in which: (1) there are over 100 members
8 in the proposed class; (2) the named Plaintiff has a different citizenship
9 from that of Defendant; and (3) the claims of the Plaintiff and proposed
10 class members exceed \$5,000,000 in the aggregate.

11 18. Alternatively, the Court has jurisdiction over all claims alleged herein
12 pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds the
13 sum or value of \$75,000 and the Plaintiff and Defendant are citizens of
14 different states.

15 19. The Court has personal jurisdiction over Defendant because a substantial
16 portion of the wrongdoing alleged in this Complaint occurred in California,
17 Defendant is authorized to do business in California, has sufficient
18 minimum contacts with California, and otherwise intentionally avails itself
19 of the markets in California and the United States through the promotion,
20 marketing and sale of consumer goods, sufficient to render the exercise of
21 jurisdiction by this Court permissible under traditional notions of fair play
22 and substantial justice.

23 20. Because a substantial part of the events or omissions giving rise to these
24 claims occurred in this District, and since the Court has personal
25 jurisdiction over Defendant, venue is proper in the Southern District of
26 California pursuant to 28 U.S.C. § 1391(a) and (b).

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IV. PARTIES

21. Plaintiff is, and at all times mentioned herein was, a citizen and resident of the State of California. Plaintiff is, and at all times mentioned herein was, a “person” as defined by 47 U.S.C. § 153 (39).

22. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all times mentioned herein was, a corporation whose primary corporate address is in New York, California, and incorporated under the laws of New York. Defendant, is and at all times mentioned herein was, a corporation and is a “person,” as defined by 47 U.S.C. § 153 (39). Defendant is the top producer of consumer/retail Greek yogurt products. Plaintiff alleges that at all times relevant herein Defendant conducted business in the State of California and within this judicial district.

V. FACTUAL ALLEGATIONS

23. On August 12, 2013, Plaintiff purchased four (4) cups of Yogurt from the grocery store chain, Albertsons, at a cost of \$1.39 per cup.

24. On August 16, 2013, Plaintiff purchased four (4) cups of Yogurt from the grocery store chain, Albertsons, Albertsons, at a cost of \$1.39 per cup.

25. On August 19, 2013, Plaintiff purchased five (5) cups of Yogurt from the grocery store chain, Albertsons, Albertsons, at a cost of \$1.39 per cup.

26. On August 26, 2013 Plaintiff purchased two (2) cups of Yogurt from the grocery store chain, Albertsons, Albertsons, at a cost of \$1.39 per cup.

27. On September 4, 2013 Plaintiff purchased six (6) cups of Yogurt from the grocery store chain, Albertsons, Albertsons, at a cost of \$1.00 per cup.

28. Plaintiff purchased all of the subject Yogurt from the grocery store chain Albertsons located at 1800 W. Whittier Boulevard, La Habra, California 90631.

29. Plaintiff purchased approximately, at a minimum, sixteen (16) cups of Yogurt since August 12, 2013.

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1 30. Before purchasing Plaintiff saw and relied upon, among other things, the
2 product packaging and related advertising of the Chobani Greek Yogurt.

3 31. Had Plaintiff known that the Chobani Yogurts he purchased was defective
4 and inconsumable, Plaintiff would not have purchased the product.

5 32. Subsequently, but prior to September 5, 2013, Plaintiff and all members of
6 his household (Plaintiff, his wife, and his two daughters) consumed the
7 Yogurt.

8 33. At all times, Plaintiff, like all class members, consumed the Chobani
9 Yogurt in a foreseeable manner, pursuant to instructions, and in the manner
10 in which it was intended to be consumed.

11 34. On September 5, 2013, upon notification of the recall instituted by Chobani,
12 Plaintiff returned approximately six (6) containers of Yogurt to the above-
13 referenced Albertsons grocery store.

14 **VI. CLASS ACTION ALLEGATIONS**

15 35. Plaintiff brings this action on behalf of himself and on behalf of all others
16 similarly situated (the "Class").

17 36. Plaintiff represents and is a member of the Class, defined as:

18 All persons within the United States who purchased
19 Chobani Greek Yogurt from Defendant with
20 manufacturing code "16-012" and a "Best By" date
21 between September 11, 2013 and October 7, 2013, since
one year prior to the filing of this Complaint.

22 37. Plaintiff also brings this action on behalf of himself and on behalf of
23 California sub-class ("Sub-Class").

24 38. Plaintiff represents and is a member of the Sub-Class, defined as:

25 All persons within the State of California who purchased
26 Chobani Greek Yogurt from Defendant with
27 manufacturing code "16-012" and a "Best By" date
28

1 between September 11, 2013 and October 7, 2013, since
2 one year prior to the filing of this Complaint.

3 39. Defendant, and its employees and agents are excluded from the Class and
4 Sub-Class. Plaintiff does not know the number of members in the Class and
5 Sub-Class, but believes the Class and Sub-Class members number in the
6 several thousands, if not more. Thus, this matter should be certified as a
7 Class action to assist in the expeditious litigation of this matter.

8 40. This suit seeks only damages and equitable relief for recovery of economic
9 injury on behalf of the Class and Sub-Class and it expressly is not intended
10 to request any recovery for personal injury and claims related thereto.
11 Plaintiff reserves the right to modify or expand the definition of the Class
12 and Sub-Class to seek recovery on behalf of additional persons as warranted
13 as facts are learned in further investigation and discovery.

14 41. Plaintiff and members of the Class and Sub-Class were harmed by the acts
15 of Defendant in at least the following ways: Defendant, due to the negligent
16 manufacturing of its Greek yogurt, manufactured and distributed to the
17 public products which left Defendant's manufacturing facilities containing
18 a defect that poses a health threat to the public. That defect is a stain of
19 mold that the Defendant has acknowledged has been discovered, but which
20 Defendant refuses to disclose to the public. The presence of a harmful or
21 potentially harmful strain of mold its yogurt is a direct result of the failure
22 of Chobani to manufacture its Greek yogurt within the industry standards.
23 As a result of Chobani's actions, Plaintiff and members of the Class and
24 Sub-Class were harmed financially and physically, and suffered damages as
25 a result. Plaintiff and members of the Class and Sub-Class have therefore
26 been subjected to substantially the same wrongdoing as all other class
27 members. Plaintiff and members of the Class and Sub-Class have sustained
28 similar monetary damages due to the purchase of the defective, moldy and

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1 unsafe Yogurt.

2 42. The joinder of the Class and Sub-Class members is impractical and the
3 disposition of their claims in this Class action will provide substantial
4 benefits both to the parties and to the Court. The Class and Sub-Class can
5 be identified through Defendants' records and/or Defendants' agent's
6 records and by public notice.

7 43. There is a well-defined community of interest in the questions of law and
8 fact involved affecting the parties to be represented. The questions of law
9 and fact to the Class and Sub-Class predominate over questions which may
10 affect individual Class and Sub-Class members, including, but not limited
11 to, the following:

- 12 a. Whether Defendant was negligent in the design, manufacturing,
13 and/or distribution of its Yogurt;
- 14 b. Whether Defendant breached any warranties (such as the implied
15 warranty of merchantability) in selling its Yogurt to Plaintiff and the
16 public at large; and
- 17 c. Whether Plaintiff, the Class and Sub-Class members were damaged
18 thereby, and the extent of damages for such violations.

19 44. As a person who purchased and consumed the Yogurt, Plaintiff is asserting
20 claims that are typical of the Class. Plaintiff will fairly and adequately
21 represent and protect the interests of the Class in that Plaintiff has no
22 interests antagonistic to any member of the Class or Sub-Class.

23 45. Plaintiff has no interests antagonistic to the Class and Sub-Class and is
24 subject to no unique defenses.

25 46. Plaintiff will fairly and adequately protect the interests of the Class and
26 Sub-Class.

27 47. Plaintiff has retained counsel experienced in handling class action claims
28 and claims involving consumer litigation.

1 48. A class action is a superior method for the fair and efficient adjudication of
 2 this controversy. Class-wide damages are essential to induce Defendant to
 3 comply with federal and California law. The interest of Class and Sub-Class
 4 members in individually controlling the prosecution of separate claims
 5 against Defendant is small because the cost to purchase a cup of Chobani
 6 Greek Yogurt is minimal. Management of these claims is likely to present
 7 significantly fewer difficulties than those presented in many class claims, as
 8 the Class action concerns a product voluntarily recalled by Defendant with a
 9 specific manufacturing code and “best by” date.

10 **VII. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR FOOD**

13 49. Plaintiff hereby re-alleges and incorporates the above allegations by
 14 reference as if set fully herein.

15 50. Plaintiff brings this cause of action on behalf of himself and on behalf of the
 16 Class. Plaintiff and the Class members have suffered injury in fact and lost
 17 money or property as a result of the actions (and inactions) of Defendant.

18 51. California Civil Code section 1791.1(a) states in pertinent part, “Implied
 19 warranty of merchantability” or “implied warranty that goods are
 20 merchantable” means that the consumer goods meet each of the following:
 21 (1) Pass without objection in the trade under the contract description. (2)
 22 Are fit for the ordinary purposes for which such goods are used. (3) Are
 23 adequately contained, packaged, and labeled. (4) Conform to the promises
 24 or affirmations of fact made on the container or label.

25 52. California Civil Code section 1791.1(b) states in pertinent part “Implied
 26 warranty of fitness” means (1) that when the retailer, distributor, or
 27 manufacturer has reason to know any particular purpose for which the
 28 consumer goods are required, and further, that the buyer is relying on the

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1 skill and judgment of the seller to select and furnish suitable goods, then
2 there is an implied warranty that the goods shall be fit for such purpose and
3 (2) that when there is a sale of an assistive device sold at retail in this state,
4 then there is an implied warranty by the retailer that the device is specifically
5 fit for the particular needs of the buyer.

6 53. California Civil Code section 1791.1(d) states in pertinent part “[a]ny buyer
7 of consumer goods injured by a breach of the implied warranty of
8 merchantability and where applicable by a breach of the implied warranty of
9 fitness has the remedies provided in Chapter 6 (commencing with Section
10 2601) and Chapter 7 (commencing with Section 2701) of Division 2 of the
11 Commercial Code, and, in any action brought under such provisions, Section
12 1794 of this chapter shall apply.”

13 54. California Civil Code section 1792 states in pertinent part “[u]nless
14 disclaimed in the manner prescribed by this chapter, every sale of consumer
15 goods that are sold at retail in this state shall be accompanied by the
16 manufacturer's and the retail seller's implied warranty that the goods are
17 merchantable. The retail seller shall have a right of indemnity against the
18 manufacturer in the amount of any liability under this section.”

19 55. Defendant is, and at all relevant time was, a merchant engaged in the
20 business of manufacturing and distributing, among other things, Chobani
21 Greek Yogurt (i.e., the recalled Yogurt).

22 56. Plaintiff and class members purchased the recalled Yogurt.

23 57. Defendant, as the manufacturer, distributor, and seller of the recalled
24 Yogurt warranted, both expressly and impliedly, as set forth more fully
25 above, that the recalled Yogurt would, among other things, meet federal and
26 state standards for human consumption, be consumable by humans under
27 ordinary and expected usage, were free from defects, and were fit for their
28 ordinary purpose.

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1 58. Defendant breached the duty of implied warranty by selling the recalled
2 Yogurt in a manner that did not conform to the promises or affirmations of
3 fact made by Defendant, set forth above, including those made on the
4 labeling and packaging because they were defective.

5 59. By virtue of the aforementioned acts of Defendant, Defendant has breached
6 its implied warranty of merchantability for food. Defendant impliedly
7 warranted that its Chobani Greek Yogurt (i.e., the recalled Yogurt) marketed
8 and sold to consumers was of merchantable quality and would be
9 consumable under ordinary and expected usage.

10 60. Plaintiff, on or about August 12, 2013, August 16, 2013, August 19, 2013,
11 August 26, 2013 and September 4, 2013, purchased Chobani Greek Yogurt
12 from Albertsons, which was manufactured by Defendant with a “Best By”
13 date between September 11, 2013 and October 7, 2013.

14 61. At the time of Plaintiff’s purchase of the Yogurt, Chobani, as previously
15 mentioned, was and is in the business of selling “Greek Yogurt” to retail
16 consumers and also held itself out as having special knowledge and skill
17 regarding Greek yogurt.

18 62. Chobani Greek Yogurt, which falls within the manufacturing code of “16-
19 012” with a “Best By” date between September 11, 2013 and October 7,
20 2013, is defective and unsafe, in that it was distributed to the public
21 containing a harmful strain of mold. As a result, the Yogurt was not
22 consumable as would be expected under ordinary and expected
23 consumption, thus rendering the yogurt inconsumable, and in fact,
24 dangerous to the health of Chobani’s consumers. Some of which whom
25 have allergies to specific types of mold.

26 63. The subject Yogurt was not of the same quality as those generally accepted
27 in the yogurt trade.

28 64. The Yogurt was harmful to ones’ health when consumed by Plaintiff and the

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1 Class.

2 65. The subject Yogurt did not measure up to the promises and facts contained
3 on the container/label in that the yogurt itself was not consumable, and
4 contained an unidentified potentially dangerous mold.

5 66. The harmful condition (i.e., a harmful strain of mold) was not, and could
6 not, have been reasonably expected by the average consumer to be found in
7 Defendant’s Yogurt.

8 67. As a direct and proximate result of the aforementioned acts of Defendant,
9 Defendant has been unjustly enriched, in that Defendant sold harmful or
10 potentially harmful product to Plaintiff and the Class.

11 68. As a direct and proximate result of the aforementioned acts of Defendant,
12 Plaintiff and the Class members have all been harmed.

13 69. As a direct and proximate result of these misrepresentations, Plaintiff and
14 class members have been damaged in an amount to be proven at trial. The
15 damages suffered by Plaintiff and class members include, but are not limited
16 to, the monies paid to Defendants for recalled Yogurt.

17 **SECOND CAUSE OF ACTION**
18 **NEGLIGENCE**

19 70. Plaintiff hereby re-alleges and incorporates the above allegations by
20 reference as if set fully herein.

21 71. Plaintiff brings this cause of action on behalf of himself and on behalf of the
22 Sub-Class. Plaintiff and the Sub-Class members have suffered injury in fact
23 and lost money or property as a result of such negligence.

24 72. Defendant owed a duty of care to Plaintiff, individually, and to the Sub-
25 Class he seeks to represent, such as the duty to use reasonable care in
26 manufacturing and distributing of its Greek Yogurt that was free of a
27 harmful or potentially harmful strain of mold, including the duty owed by
28 California Civil Code § 1714(a).

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1 73. Defendant breached its duty to Plaintiff and the Sub-Class by failing to take
2 reasonable steps to identify and prevent harmful or potentially harmful
3 mold from being introduced to, or growing within, its Greek Yogurt (i.e.,
4 the recalled Yogurt) before selling such product to consumers.

5 74. Had the Defendant exercised reasonable care and skill in the manufacturing
6 and of its Greek Yogurt, Plaintiff and Sub-Class would not have purchased
7 and/or ingested harmful or potentially harmful moldy yogurt.

8 75. The harmful or potentially harmful moldy yogurt manufactured, distributed
9 and sold by Chobani, was a substantial factor in causing Plaintiff's and the
10 Sub-Class members' harm.

11 76. Plaintiff and the Sub-Class have suffered damages, including, but not
12 limited to, economic damages, according to proof at trial.

13 **VIII. PRAYER FOR RELIEF**

14 Wherefore, Plaintiff, on behalf of himself, and on behalf of the Class and Sub-
15 Class, prays for judgment against Defendant as follows:

- 16 a) An order certifying the Class and Sub-Class as requested herein;
- 17 b) Restitution and disgorgement of all amounts obtained by Defendant as a
- 18 result of its conduct alleged herein, together with interest thereon from the
- 19 date of payment, to the victims of such violations;
- 20 c) Compensatory money damages according to proof;
- 21 d) Costs of this suit;
- 22 e) Reasonable attorneys' fees pursuant to, *inter alia*, California Code of Civil
- 23 Procedure § 1021.5; and
- 24 f) For such other relief as this Court may deem just and proper.

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IX. JURY DEMAND

77. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: September 9, 2013

Respectfully submitted,

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By: /s/ Abbas Kazerounian, Esq.
ABBAS KAZEROUNIAN
ATTORNEY FOR PLAINTIFF

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Harold J. Green, Individually and on Behalf of all others Similarly Situated

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

(c) Attorney's (Firm Name, Address, and Telephone Number)

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DEFENDANTS

Chobani, Inc., formerly known as Agro-Farma, Inc.

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

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

Attorneys (If Known)

13CV2106 DMS DHB

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from another district (specify), 6 Multidistrict Litigation, 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332 (d); 28:1331 - Federal Question

Brief description of cause: Diversity

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23, DEMAND \$ 5,000,001.00+, CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

09/09/2013 s/Abbas Kazerounian

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE