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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

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

BC526990

Case No.:

CLASS ACTION COMPLAINT

NICHOLAS BONTRAGER, individually,  
and on behalf of other members of the  
general public similarly situated,

Plaintiff,

vs.

INTELLIGENT BEVERAGES, LLC., an  
Arizona Limited Liability Company,

Defendant.

- (1) Violation of Unfair Competition Law  
(Cal. Business & Professions Code  
§§ 17200 *et seq.*);
- (2) Violation of Unfair Competition Law  
(Cal. Business & Professions Code  
§§ 17500 *et seq.*);
- (3) Violation of the Consumers Legal  
Remedies Act (Cal. Civil Code §§ 1750 *et seq.*);
- (4) Negligent Misrepresentation; and
- (5) Breach of Quasi-Contract.

Jury Trial Demanded

CCW 307 William F. Highberger

CIT/CASE: BC526990  
LEA/DEF#: 310  
RECEIPT #: CCH439933026  
DATE PAID: 11/08/13 09:00 AM  
PAYMENT: \$435.00  
RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

11/08/2013

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

### 3 NATURE OF THE ACTION

4 1. Plaintiff brings this class action Complaint against Defendant INTELLIGENT  
5 BEVERAGES, LLC. (hereinafter "Defendant" or "Intelligent") to stop Defendant's practice  
6 of releasing misbranded products into the stream of commerce and to obtain redress for all  
7 nationwide consumers ("Class Members") who purchased, within the applicable statute of  
8 limitations period, a Intelligent product which list "organic evaporated cane juice" as an  
9 ingredient, which includes, but is not limited to "RESQWATER," (hereinafter collectively  
10 referred to as the "Class Products").

11 2. Intelligent is an Arizona company that sells and distributes the Class Products  
12 at premium prices throughout the United States. Intelligent's principal place of business is in  
13 Scottsdale, Arizona.

14 3. Intelligent knows that a majority of its consumers are health conscious and  
15 prefer foods lacking added sugar. Intelligent recognizes that health claims drive sales, and  
16 actively promotes the health benefits of its products.

17 4. For example, Intelligent makes the following representations regarding  
18 RESQWATER:

- 19 • RESQWATER is an anti-hangover drink that is all-natural, gluten free and
- 20 certified kosher.
- 21 • Our water is formulated to help return you to center.

22 5. Intelligent's website, <http://www.resqwater.com>, is also largely dedicated to  
23 promoting the nutritional and health aspects of the Class Products.

24 6. However, Intelligent sought to conceal the added sugar in the Class Products,  
25 by failing to list "sugar" or "dried cane syrup" as an ingredient. Instead, the labels list  
26 "organic evaporated cane juice" as an ingredient, as depicted below, despite the fact that the  
27 U.S. Food and Drug Administration ("FDA") has specifically warned companies that term is  
28 false and misleading. In so doing, Intelligent has violated California's Sherman Law and

California consumer protection statutes.

Serving Size: 8 fl. oz. (237 ml)

Servings Per Container: 1

Amount Per Serving	% Daily Intake
Calories 70	
Total Carbohydrate 17g	6%*
Sugars 16g	+
Vitamin C 300mg	500%
Thiamin (Vitamin B1) 4mg	250%
Vitamin B6 50mg	2500%
Phosphorous 131mg	15%
Sodium 120mg	5%
Potassium 170mg	5%

Proprietary Blend: 1150mg +  
(Monopotassium Phosphate, Organic Prickly Pear  
Cactus Fruit Extract, N-Acetyl Cysteine, Milk Thistle)

\*Percent Daily Values (DV) are based on a 2,000 calorie  
diet. +Daily value not established.

Other Ingredients: Water, Organic Evaporated Cane  
Juice, Citric Acid, Natural Flavors, Salt.

Manufactured for: Intelligent Beverages, LLC, Scottsdale,  
AZ 85254

Contact us at 952-456-8695 or

[trovresa@resqwater.com](mailto:trovresa@resqwater.com)

Always store in a cool area to ensure the product  
remains fresh. RESQWATER contains natural ingredients  
that are sensitive to heat. NOT a hangover cure.



These statements have not been evaluated by the  
Food and Drug Administration. This product is not  
intended to diagnose, treat, cure or prevent any  
disease.

This product is intended for use by healthy adults as  
directed; advice from a medical professional should be  
sought prior to its use. Discontinue this product use if  
you believe you have experienced an unpleasant side  
effect. This product will not prevent intoxication nor  
enhance sobriety. Always drink lawfully and  
responsibly.

7. This action is not pre-empted by federal law. State law claims based on a food  
product's non-conforming, misleading or deceptive label are expressly permitted where, as  
here, they impose legal obligations identical to the Food Drug and Cosmetics Act ("FDCA")  
of 1938 and corresponding FDA regulations, including FDA regulations concerning naming  
and labeling.

#### NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT

8. In recent years, Americans have become increasingly health conscious, with  
strong justification. Numerous independent studies have come to the same conclusion: an

1 informed, healthy, and balanced diet is critical to a long and healthy life.<sup>1</sup> Those same studies  
2 have found that poor dietary habits are one of the leading causes of preventable deaths.  
3 Proper dietary habits regarding sugar intake have been found to have a significant correlation  
4 to improving overall health while lessening the risks of diabetes and cardiovascular diseases.  
5 Consequently, maintaining a diet low in sugar has become important to a growing number of  
6 consumers.

7 9. To profit from the public's increasing focus on dietary health, Intelligent has, at  
8 various times during the class period, advertised, marketed, and placed a label on its  
9 misbranded Class Products, listing "organic evaporated cane juice" as an ingredient.

10 10. The Food Drug and Cosmetics Act of 1938 provides the Food and Drug  
11 Administration ("FDA") with the authority to oversee the safety of food, drugs and cosmetics.  
12 21 U.S.C. § 301, *et seq.* Pursuant to this authority, the FDA has promulgated regulations and  
13 issued guidance that spell out in painstaking detail how ingredients are to be declared on the  
14 label of foods.

15 11. If a manufacturer makes a claim on a food label, the label must meet certain  
16 legal requirements that help consumers make informed choices and ensure that they are not  
17 misled. As described more fully below, Defendant has made, and continues to make false and  
18 deceptive claims in violation of federal and California laws that govern the types of  
19 representations that can be made on food labels. These laws recognize that reasonable  
20 consumers are likely to choose products claiming to have a health or nutritional benefit over  
21 otherwise similar food products that do not claim such properties it benefits or that disclose  
22 certain ingredients. More importantly, these laws recognize that the failure to disclose the  
23 presence of risk-increasing ingredients, like sugar, is deceptive because it conveys to  
24 consumers the net impression that a food makes only positive contributions to a diet, or does  
25 not contain any ingredients at levels that raise the risk of diet related disease or health-related  
26 condition.

27 <sup>1</sup> See, e.g., "A Statement for Healthcare Professionals From the Nutrition Committee of the  
28 American Heart Association" <http://circ.ahajournals.org/content/102/18/2284.long>

12. Defendant has made and continues to make, unlawful ingredient claims on the food labels of its misbranded Class Products that are prohibited under applicable federal and California laws. Under the FDCA section 403(a), food is considered misbranded if "its labeling is false or misleading in any particular," or if it does not contain certain information on its label or its labeling. 21 U.S.C. § 343(a).

13. Under FDCA, the term "false" has its usual meaning of "untruthful," while the term "misleading" is a term of art. Misbranding reaches not only false claims, but those claims that might be technically true, but still misleading. If any one representation in the labeling is misleading, the entire food is misbranded. No other statement in the labeling can cure a misleading statement. "Misleading" is judged in reference to "the ignorant, the unthinking and the credulous who, when making a purchase, do not stop to analyze." *United States v. El-O-Pathic Pharmacy*, 192 F.2d 62, 75 (9th Cir. 1975). Under the FDCA, it is not necessary to prove that anyone was actually misled.

14. Defendant's Class Products are also misbranded under applicable California state law. Specifically, California's Sherman Law incorporates "[a]ll food labeling regulations and any amendments to those regulations adopted pursuant to the FDCA" as "the food labeling regulations of this state." Cal. Health & Saf. Code § 110100(a). "Any food is misbranded if its labeling does not conform with the requirements for nutrient content or health claims as set forth in Section 403(r) (21 U.S.C. Sec. 343(r)) of the federal act and the regulations adopted pursuant thereto." Cal. Health & Saf. Code § 110670. State law claims based on a food product's non-conforming, misleading or deceptive label are expressly permitted when they impose legal obligations identical to the FDCA and corresponding FDA regulations, including FDA regulations concerning naming and labeling. *In re Farm Raised Salmon Cases*, 42 Cal. 4th 1077, 1094-95 (2008). Intelligent's conduct thus constitutes a violation of California law for which Plaintiff and class members are entitled to seek redress under the UCL, CLRA and other California consumer protection statutes.

15. By way of this Complaint, Plaintiff seeks to impose requirements that are identical to and do not exceed the federal requirements. As such, this action is not pre-empted

1 by federal law. State law claims based on a food product's non-conforming, misleading or  
2 deceptive label are expressly permitted where, as here, they impose legal obligations identical  
3 to the FDCA and corresponding FDA regulations, including FDA regulations concerning  
4 naming and labeling.

5 16. Defendant has made, and continues to make, false and deceptive claims in its  
6 misbranded Class Products in violation of federal and California laws. In particular,  
7 Defendant has violated federal and California labeling regulations by listing sugar and/or  
8 sugar cane syrup as "organic evaporated cane juice."

9 17. FDA regulations require ingredients to be declared by their common or usual  
10 names. 21 C.F.R. § 101.4(a)(1); 21 C.F.R. § 101.3; 21 C.F.R. § 102.5. According to the  
11 FDA, the term "evaporated cane juice" is not the common or usual name for any type of  
12 sweetener, including sugar or cane products. Sugar or sucrose is defined by regulation in 21  
13 C.F.R. § 101.4(b)(2) and 21 C.F.R. § 184.1854, as the common or usual name for material  
14 obtained from the crystallization from sugar cane or sugar beet juice that has been extracted  
15 by pressing or diffusion, then clarified and evaporated. Cane syrup is defined by regulation in  
16 21 C.F.R. § 168.130. The common or usual name for the solid or dried form of cane syrup is  
17 "dried cane syrup." Sugar cane products are required by regulation (21 C.F.R. § 101.4) to be  
18 described by their common or usual names, sugar (21 C.F.R. § 101.4(b)(20) and 21 C.F.R. §  
19 184.1854) or cane syrup (21 C.F.R. § 168.1340).

20 18. Furthermore, in 2009 the FDA issued its Guidance to the Industry regarding  
21 ingredients declared as evaporated cane juice.<sup>2</sup> In its Guidance, the FDA advised the food  
22 industry not to list "evaporated cane juice" as an ingredient on product labels "because that  
23 term falsely suggests that the sweeteners are juice." Nevertheless, Intelligent has made, and  
24 continues to make, false, and deceptive claims on its misbranded Class Products in violation  
25 of federal and California laws that govern the types of representations that can be made on

26 <sup>2</sup> Guidance for Industry: Ingredients declared as Evaporated Cane Juice; Draft Guidance (Oct.  
27 2009) available at  
28 <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/LabelingNutrition/ucm181491.htm> (last visited Apr 9, 2013).

1 food labels.

2 19. Defendant's violations of the law include, but not limited to, the illegal  
3 advertising, marketing, distribution, delivery, and sale of Intelligent's misbranded Class  
4 Products to consumers in California and throughout the United States. As such, Intelligent's  
5 misbranded Class Products cannot legally be manufactured, advertised, distributed, held, or  
6 sold.

7 20. On behalf of the class, Plaintiff seeks an injunction requiring Defendant to  
8 cease circulation of the misbranded Class Products and an award of damages to Class  
9 Members, together with costs and reasonable attorneys' fees.

### 10 JURISDICTION AND VENUE

11 21. This class action is brought pursuant to California Code of Civil Procedure  
12 section 382. The damages and restitution sought by Plaintiff exceeds the minimal jurisdiction  
13 limits of the Superior Court and will be established according to proof at trial.

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

18 23. This Court has jurisdiction over the Defendant because, upon information and  
19 belief, Defendant is has sufficient minimum contacts in California, or otherwise intentionally  
20 avails itself of the California market so as to render the exercise of jurisdiction over it by the  
21 California courts consistent with traditional notions of fair play and substantial justice.

22 24. Venue is proper in this Court because, upon information and belief, Defendant  
23 transacts business in this County and the acts and omissions alleged herein took place in this  
24 County.

### 25 THE PARTIES

26 25. Plaintiff Nicholas Bontrager is a citizen and resident of the State of California,  
27 County of Los Angeles.

28 26. Defendant INTELLIGENT BEVERAGES, LLC., is an Arizona Limited

1 Liability Company with its principal office at 10869 N. Scottsdale Road, #103-122,  
2 Scottsdale, Arizona 85254.

3 27. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
4 acts and omissions alleged herein was performed by, or is attributable to, INTELLIGENT  
5 BEVERAGES, LLC. and/or its employees, agents, and/or third parties acting on its behalf,  
6 each acting as the agent for the other, with legal authority to act on the other's behalf. The  
7 acts of any and all of Defendant's employees, agents, and/or third parties acting on its behalf,  
8 were in accordance with, and represent, the official policy of Defendant INTELLIGENT  
9 BEVERAGES, LLC.

10 28. Plaintiff is informed and believes, and thereon alleges, that said Defendant is in  
11 some manner intentionally, negligently, or otherwise responsible for the acts, omissions,  
12 occurrences, and transactions of each and all its employees, agents, and/or third parties acting  
13 on its behalf, in proximately causing the damages herein alleged.

14 29. At all relevant times, Defendant ratified each and every act or omission  
15 complained of herein. At all relevant times, Defendant, aided and abetted the acts and  
16 omissions as alleged herein.

### 17 PLAINTIFF'S FACTS

18 30. Plaintiff Nicholas Bontrager is a health-conscious person, whose family has a  
19 history of diabetes, and who routinely purchases and pays a premium for products advertised  
20 to be healthy and/or low in sugar.

21 31. Plaintiff purchased RESQWATER approximately four to five times over the  
22 past three (3) months. During this time period Plaintiff purchased the RESQWATER from the  
23 Mobile gas station at 8567 Wilshire Blvd., Beverly Hills, California 90211.

24 32. Plaintiff read and relied upon the ingredients listed on the Class Products at the  
25 time of purchase, and selected Intelligent's products over other less expensive alternatives  
26 because he believed the Class Products contained lesser amounts of sugar and was healthier  
27 for him.

28 33. Had Intelligent properly marketed, advertised, and labeled the Class Products



1 as containing sugar, cane sugar, cane syrup, and/or dried cane syrup, Plaintiff would not have  
2 purchased the product, would have purchased less of the product, and/or would have paid less  
3 for the product.

#### 4 CLASS ACTION ALLEGATIONS

5 34. Plaintiff brings this action, on behalf of himself and all others similarly  
6 situated, and thus, seeks class certification under California Code of Civil Procedure section  
7 382.

8 35. The class Plaintiff seeks to represent (the "Class") is defined as follows:

9 All persons in the United States who, within the last four years,  
10 purchased Defendant's Class Products labeled with the  
11 ingredient, "organic evaporated cane juice." ("Class Members").

12 36. As used herein, the term "Class Members" shall mean and refer to the members  
13 of the Class described above.

14 37. Excluded from the Class are Intelligent, its affiliates, employees, agents, and  
15 attorneys, and the Court.

16 38. Plaintiff reserves the right to amend the Class, and to add additional subclasses,  
17 if discovery and further investigation reveals such action is warranted.

18 39. There is a well-defined community of interest in the litigation and the class is  
19 readily ascertainable:

20 (a) Numerosity: Upon information and belief, the members of the class  
21 (and subclass) are so numerous that joinder of all members would be  
22 unfeasible and impractical.

23 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately  
24 protect the interests of each Class Member with whom he has a well-  
25 defined community of interest, because Plaintiff bought Intelligent's  
26 misbranded Class Products during the Class Period. Intelligent's  
27 unlawful, unfair and/or fraudulent actions concerns the same business  
28 practices described herein irrespective of where they occurred or were

1 experiences. Plaintiff's claims (or defenses, if any) are typical of all  
2 Class Members as demonstrated herein.

3 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately,  
4 protect the interests of each class member with whom he has a well-  
5 defined community of interest and typicality of claims, as demonstrated  
6 herein. Plaintiff acknowledges that he has an obligation to make known  
7 to the Court any relationship, conflicts or differences with any class  
8 member. Plaintiff's attorneys, the proposed class counsel, are versed in  
9 the rules governing class action discovery, certification and settlement.  
10 Plaintiff has incurred, and throughout the duration of this action, will  
11 continue to incur costs and attorneys' fees that have been, are and will  
12 be necessarily expended for the prosecution of this action for the  
13 substantial benefit of each class member.

14 (d) Superiority: The nature of this action makes the use of class action  
15 adjudication superior to other methods. A class action will achieve  
16 economies of time, effort and expense as compared with separate  
17 lawsuits, and will avoid inconsistent outcomes because the same issues  
18 can be adjudicated in the same manner and at the same time for the  
19 entire class.

20 40. There are common questions of law and fact as to the class members that  
21 predominate over questions affecting only individual members, including but not limited to:

- 22 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business  
23 practices by failing to properly package and label its food products it  
24 sold to consumers;
- 25 (b) Whether the Class Products at issue were misbranded as a matter of law;
- 26 (c) Whether Defendant made unlawful and misleading "organic evaporated  
27 cane juice" claims with respect to the Class Products sold to consumers;
- 28 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*

1 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and California Civ.  
2 Code § 1750, *et seq.*;

- 3 (e) Whether Plaintiff and Class Members are entitled to equitable and/or  
4 injunctive relief;
- 5 (f) Whether Defendant's unlawful, unfair, and/or deceptive practices  
6 harmed Plaintiff and Class Members; and
- 7 (g) The method of calculation and extent of damages for Plaintiff and Class  
8 Members.

9 **FIRST CAUSE OF ACTION**

10 **Violation of Unfair Business Practices Act**

11 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

12 41. Plaintiff incorporates by reference each allegation set forth above.

13 42. California Business and Professions Code Section 17200, *et seq.* prohibits "any  
14 unlawful, unfair or fraudulent business act or practice."

15 43. As set forth above, under FDA regulations wholly adopted by California's  
16 Sherman Act, sugar cane products must be declared by their common or usual name including,  
17 sugar, cane sugar, cane syrup, and/or dried cane syrup. Instead, Intelligent misbrands the  
18 Class Products as containing "organic evaporated cane juice" as an ingredient on product  
19 labels, falsely suggesting that the sweetener is a juice, in violation of California Sherman  
20 Act's advertising and misbranded food provisions. The declaration that the Class Products  
21 contain "organic evaporated cane juice" is therefore an "unlawful" business practice or act  
22 under Business and Professions Code Section 17200 *et seq.*

23 44. Intelligent's declaration that its Class Products contain "organic evaporated  
24 cane juice" in its advertising, marketing, packaging, and labeling, as set forth herein, also  
25 constitutes an "unfair" business act or practice within the meaning of California Business and  
26 Professions Code sections 17200 *et seq.*, because any utility for Intelligent's conduct is  
27 outweighed by the gravity of the consequences to Plaintiff and Class Members and because  
28 the conduct offends public policy.

1           45. In addition, Intelligent's declaration that its Class Products contain "organic  
2 evaporated cane juice" in its advertising, marketing, packaging, and labeling constitutes a  
3 "fraudulent" business practice or act within the meaning of Business and Professions Code  
4 Section 17200 *et seq.* The applicable food labeling regulations are carefully crafted to require  
5 that sugar cane products be declared by their common or usual names to protect the  
6 consuming public from being deceived. Intelligent's non-compliant advertising, marketing,  
7 packaging, and labeling declaring that the Class Products contain "organic evaporated cane  
8 juice" poses the very risk of deception the regulations were promulgated to protect against.

9           46. Moreover, there were reasonable alternatives available to Intelligent to further  
10 its legitimate business interests, other than the conduct described herein. For example,  
11 Intelligent could have complied with FDA requirements by declaring the inclusion of a sugar  
12 cane product by their common or usual name including, sugar, cane sugar, cane syrup, and/or  
13 dried cane syrup product.

14           47. Intelligent used misbranded advertising, marketing, packaging, and labeling to  
15 induce Plaintiff and Class Members to purchase its Class Products. Had Intelligent not  
16 misbranded its Class Products as containing "organic evaporated cane juice" in its advertising,  
17 marketing, packaging, and labeling, Plaintiff and Class Members would not have purchased  
18 the product, would have purchased less of the product and/or would have paid less for the  
19 product. Intelligent's conduct therefore caused and continues to cause economic harm to  
20 Plaintiff and Class Members.

21           48. Intelligent has thus engaged in unlawful, unfair, and fraudulent business acts  
22 entitling Plaintiff and Class Members to judgment and equitable relief against Intelligent, as  
23 set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code  
24 section 17203, Plaintiff and Class Members seek an order requiring Intelligent to immediately  
25 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Intelligent  
26 to correct its actions.

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SECOND CAUSE OF ACTION

Violation of the California False Advertising Act

(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)

49. Plaintiff incorporates by reference each allegation set forth above.

50. Pursuant to California Business and Professions Code section 17500, *et seq.*, it is unlawful to engage in advertising "which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

51. As explained above, Intelligent misbrands the Class Products as containing "organic evaporated cane juice" on product labels, falsely suggesting that the sweetener is a juice.

52. As also explained above, the applicable food labeling regulations are carefully crafted to protect the consuming public from being deceived. Intelligent's non-compliant advertising, marketing, packaging, and labeling declaring that the Class Products contain "organic evaporated cane juice" poses the very risk of deception the regulations were promulgated to protect against.

53. Intelligent is a multi-million dollar company advised by skilled counsel who, on information and belief, are or by the exercise of reasonable care should be aware of the governing regulations and their purpose, and the fact that the labels on the Class Products do not comply with them.

54. Intelligent's use of the misbranded labels on the Class Products therefore constitutes untrue and/or misleading advertising within the meaning of Business and Professions Code Section 17500 *et seq.*

55. Plaintiff, individually and on behalf of all others similarly situated, demands judgment against Intelligent for restitution, disgorgement, injunctive relief, and all other relief afforded under Business & Professions Code section 17500, plus interest, attorneys' fees, and costs.

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### THIRD CAUSE OF ACTION

#### Violation of the Consumers Legal Remedies Act

(Cal. Civil Code §§ 1750 *et seq.*)

56. Plaintiff incorporates by reference each allegation set forth above.

57. This cause of action is brought pursuant to the Consumers Legal Remedies Act, California Civil Code Sections 1750 *et seq.* ("CLRA").

58. The CLRA has adopted a comprehensive statutory scheme prohibiting various deceptive practices in connection with the conduct of a business providing goods, property, or services to consumers primarily for personal, family or household purposes. The self-declared purposes of the act are to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection.

59. The Defendant named herein is a "person" as defined by Civil Code section 1761(c) because it is a corporation and/or company as set forth above.

60. Plaintiff and Class Members are "consumers" within the meaning of Civil Code section 1761(d) because they are individuals who purchased the products at issue in this complaint for personal and/or household use, i.e. the Class Products.

61. The Class Products are "goods" within the meaning of California Civil Code section 1761 (a) in that they are tangible products bought by Plaintiff and Class Members for personal, family, and/or household use.

62. Plaintiff's and Class Members' payments for the goods of the Class Products are "transaction[s]" as defined by Civil Code section 1761 (e) because Intelligent entered into an agreement to sell those products in exchange for Plaintiff's and Class Members' monetary compensation.

63. Plaintiff has standing to pursue this claim as he has suffered injury in fact and has lost money as a result of Intelligent's actions as set forth herein. Specifically, Plaintiff purchased the Class Products on various occasions. Had Intelligent not marketed, advertised or included the offending labels on its Class Products, Plaintiff would not have purchased the product, would have purchased less of the product and/or would have paid less for the

1 product.

2 64. Section 1770(a)(5) of the CLRA prohibits anyone from "[r]epresenting that  
3 goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
4 quantities which they do not have . . . ." As discussed above, Intelligent misbrands the Class  
5 Products as containing "organic evaporated cane juice" as an ingredient on product labels,  
6 falsely suggesting that the sweetener is a juice, in violation of California Sherman Act's  
7 advertising and misbranded food provisions. As a result, by marketing, advertising, and  
8 employing the misbrand labels on its Class Products, Intelligent effectively represented that its  
9 products has sponsorship, approval, characteristics, ingredients, uses and benefits which it  
10 does not have under the governing law.

11 65. Section 1770(a)(7) of the CLRA prohibits anyone from "[r]epresenting that  
12 goods or services are of a particular standard, quality, or grade, or that goods are of a  
13 particular style or model, if they are of another." By marketing, advertising, and employing  
14 the misbrand labels on its Class Products, Intelligent similarly represented its juice to be of a  
15 particular standard, quality or grade which it is not under the governing law.

16 66. Section 1770(a)(9) of the CLRA prohibits anyone from "[a]dvertising goods or  
17 services with intent not to sell them as advertised." As noted above, Intelligent is a multi-  
18 million dollar company advised by skilled counsel who, on information and belief, are or by  
19 the exercise of reasonable care should be aware of the governing regulations and their  
20 purpose, and the fact that the labels on its Class Products, declaring that it contains "organic  
21 evaporated cane juice," does not comply with them. By introducing its Class Products with  
22 non-compliant labels into the stream of commerce notwithstanding this knowledge, Intelligent  
23 thus intentionally sold a misbranded product.

24 67. Pursuant to section 1782 of the CRLA, Plaintiff notified Intelligent in writing  
25 of the particular violations of section of the CLRA and demanded that Intelligent rectify the  
26 problems associated with the behavior detailed above, which acts and practices are in  
27 violation of Civil Code section 1770.

28 68. Intelligent failed to adequately respond to Plaintiff's above-described demands

1 and failed to give notice to all affected consumers, pursuant to Civil Code section 1782.

2 69. Plaintiff has filed concurrently herewith the declaration of venue required by  
3 Civil Code section 1780(d).

4 70. Plaintiff seeks an order enjoining the act and practices described above,  
5 restitution of property, and any other relief that the court deems proper.

6 71. Currently, pursuant to California Civil Code 1782(d), with respect only to  
7 Plaintiff's CLRA claim, Plaintiff only seeks equitable and injunctive relief through the CLRA  
8 and not actual damages via the CLRA. Upon Intelligent's failure to rectify or agree to  
9 adequately rectify the problems associated with the actions detailed above, Plaintiff will  
10 amend his complaint to additionally seek damages, restitutionary relief, punitive damages,  
11 attorneys' fees and costs, and any other relief available under section 1780(a) of the CRLA.

#### 12 **FOURTH CAUSE OF ACTION**

##### 13 **Negligent Misrepresentation**

14 72. Plaintiff incorporates by reference each allegation set forth above.

15 73. Intelligent owed a duty to Plaintiff and Class Members to exercise reasonable  
16 care in making representations about its Class Products which it offered for sale to consumers.

17 74. Intelligent knew, or should have known by the exercise of reasonable care, that  
18 sugar cane products must be declared by their common or usual name including, sugar, cane  
19 sugar, cane syrup, and/or dried cane syrup. Never the less, Intelligent negligently and/or  
20 recklessly included the non-complaint labels, declaring that its Class Products contained  
21 "organic evaporated cane juice," on it's widely distributed Class Products that is sold  
22 nationwide and consumed by millions of people annually.

23 75. Plaintiff and Class Members reviewed, believed, and relied upon the  
24 misbranded labels on the Class Products when deciding to purchase them, and, how much to  
25 pay for the Class Products.

26 76. As a direct and proximate result of Intelligent's negligent and/or reckless  
27 conduct, Plaintiff and Class Members have been damaged in an amount to be proven at trial.

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**FIFTH CAUSE OF ACTION**

**Breach of Quasi-Contract**

77. Plaintiff incorporates by reference each allegation set forth above.

78. As a direct and proximate result of Intelligent's acts, as set forth above, Intelligent has been unjustly enriched.

79. Through unlawful and deceptive conduct in connection with the advertising, marketing, promotion, and sale of its Class Products, Intelligent has reaped the benefits of Plaintiff's and Class Members' payments for a misbranded product.

80. Intelligent's conduct created a contract or quasi-contract through which Intelligent received a benefit of monetary compensation without providing the consideration promised to Plaintiff and Class Members. Accordingly, Intelligent will be unjustly enriched unless ordered to disgorge those profits for the benefit of Plaintiff and Class Members.

81. Plaintiff and Class Members are entitled to and seek through this action restitution of, disgorgement of, and the imposition of a constructive trust upon all profits, benefits, and compensation obtained by Intelligent from its improper conduct as alleged herein.

**MISCELLANEOUS**

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

**REQUEST FOR JURY TRIAL**

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

**PRAYER FOR RELIEF**

84. 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;
- (b) An order certifying the undersigned counsel as Class Counsel;
- (c) A declaratory judgment that the labels on Intelligent's Class Products

1 are unlawful;

2 (d) An order requiring Intelligent, at its own cost, to notify all Class  
3 Members of the unlawful and deceptive conduct herein;

4 (e) An order requiring Intelligent to change the product packaging for its  
5 Class Products such that it complies with all applicable food labeling  
6 rules and regulations;

7 (f) An order requiring Intelligent to engage in corrective advertising  
8 regarding the conduct discussed above;

9 (g) Actual damages suffered by Plaintiff and Class Members as applicable  
10 or full restitution of all funds acquired from Plaintiff and Class  
11 Members from the sale of misbranded Class Products during the  
12 relevant class period;

13 (h) Punitive damages, as allowable, in an amount determined by the Court  
14 or jury;

15 (i) Any and all statutory enhanced damages;

16 (j) All reasonable and necessary attorneys' fees and costs provided by  
17 statute, common law or the Court's inherent power;

18 (k) Pre- and post-judgment interest; and

19 (l) All other relief, general or special, legal and equitable, to which Plaintiff  
20 and Class Members may be justly entitled as deemed by the Court.  
21

22 Dated: November 5, 2013

Respectfully submitted,

23 **Law Office of L. Paul Mankin, IV**

24  
25 By: 

26 L. Paul Mankin, IV

27 Attorneys for Plaintiff Nicholas Bontrager  
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Paul Mankin, IV. (SBN 264038) The Law Offices of L. Paul Mankin, IV 8730 Wilshire Blvd., Suite 310 Beverly Hills, CA 90211 TELEPHONE NO.: (310) 776-6336 FAX NO.: (323) 207-3885 ATTORNEY FOR (Name): Plaintiff Nicholas Bontrager		FOR COURT USE ONLY <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES NOV 07 2013 JOHN A. JOHNSON, CLERK BY L. JOHNSON, DEPUTY
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 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: <b>BC526990</b> JUDGE: DEPT:
CASE NAME: Bontrager, Nicholas v. Intelligent Beverages, LLC.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation</b> (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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | 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 |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | 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): Five; Unfair Business Practices
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: 11/5/2013

Paul Mankin, IV

(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

OFFICE OF THE  
ATTORNEY GENERAL

NEW YORK

STATE OF NEW YORK  
IN SENATE  
JANUARY 10, 1902

REPORT

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

## Auto Tort

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

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

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

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)  
Employment  
Wrongful Termination (36)  
Other Employment (15)

## Contract

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

## Real Property

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

## Unlawful Detainer

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

## Judicial Review

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

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

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

## Enforcement of Judgment

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

## Miscellaneous Civil Complaint

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

## Miscellaneous Civil Petition

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

SHORT TITLE:

Bontrager v. Intelligent Beverages, LLC.

CASE NUMBER

BC 526990

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

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

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

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL <sup>5</sup> ☐ HOURS/ ☒ DAYS

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

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

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

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

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

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

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

Auto  
TortOther Personal Injury/ Property  
Damage/ Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

Bontrager v. Intelligent Beverages, LLC.

CASE NUMBER

Non-Personal Injury/Property  
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	①, 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Bontrager v. Intelligent Beverages, LLC.

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement  
of JudgmentMiscellaneous  
Civil ComplaintsMiscellaneous  
Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.




SHORT TITLE: <b>Bontrager v. Intelligent Beverages, LLC.</b>	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <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.		<b>ADDRESS:</b> Class actions must be filed at the Stanley Mosk Courthouse
CITY:	STATE:	ZIP CODE:

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

Dated: 11/05/2013

  
 (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, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

11/08/2013