

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 12 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Kristina Vargas, Deputy

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

HEALTHY SPOT LLC, a Limited Liability Company, and DOES 1-20, inclusive

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

TAMARA MARGOLIS, an individual; AIMEE TULLY, an individual; on behalf of themselves and all others similarly situated

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): Stanley Mosk Courthouse
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):
21 STCV25347

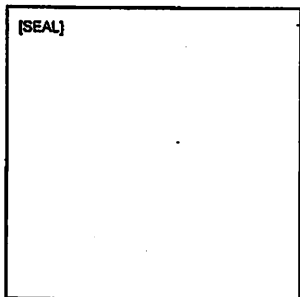
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*

Gary A. Praglin, Cotchett, Pitre & McCarthy, LLP, 2716 Ocean Park Blvd., Suite 3088, Santa Monica, CA 90405

DATE: **JUL 12 2021**
(Fecha)

SHERRI R. CARTER Clerk, by **Kristina Vargas**, Deputy
(Secretario) (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)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of *(specify)*:
3. on behalf of *(specify)*:

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other <i>(specify)</i> :	
4. by personal delivery on *(date)*:

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gary A. Praglin (SBN 101256) Cotchett, Pitre & McCarthy, LLP 2716 Ocean Park Blvd., Suite 3088, Santa Monica, CA 90405 TELEPHONE NO.: (310) 392-2008 FAX NO. (Optional): (310) 392-0111 ATTORNEY FOR (Name): Plaintiffs Tamara Margolis and Aimee Tully

FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles JUL 12 2021 Sherri R. Carter, Executive Officer/Clerk of Court By: Kristina Vargas, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse Central District

CASE NAME: Tamara Margolis, et al. v. Healthy Spot LLC, et al.

CIVIL CASE COVER SHEET [X] Unlimited (Amount demanded exceeds \$25,000) [] Limited (Amount demanded is \$25,000) [] Counter [] Joinder Complex Case Designation Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 21STCV25347 JUDGE: DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

- 1. Check one box below for the case type that best describes this case: Auto Tort, Contract, Provisionally Complex Civil Litigation, Real Property, Unlawful Detainer, Judicial Review, Employment, etc.

- 2. This case [X] is [] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management: a. Large number of separately represented parties, b. Extensive motion practice, c. Substantial amount of documentary evidence, d. Large number of witnesses, e. Coordination with related actions, f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [] punitive

4. Number of causes of action (specify): Six Causes of Action

5. This case [X] 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: 07/12/2021 Gary A. Praglin

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY) Gary A. Praglin

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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 PUPD/W (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 PUPD/W (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/W (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PUPD/W

Non-PUPD/W (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-PUPD/W 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: Tamara Margolis, et al. v. Healthy Spot LLC, et al.

CASE NUMBER

21STCV25347

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 Court Filing Location (Column C)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
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.
11. Mandatory filing location (Hub Cases - unlawful detainer, limited non-collection, limited collection, or personal injury).

Auto Tort

Other Personal Injury/Property Damage/ Wrongful Death Tort

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto (22), Uninsured Motorist (46), Asbestos (04), Product Liability (24), Medical Malpractice (45), and Other Personal Injury/Property Damage/Wrongful Death (23).

SHORT TITLE: Tamara Margolis, et al. v. Healthy Spot LLC, et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)		5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
<input type="checkbox"/> A6032 Quiet Title		2, 6	
<input type="checkbox"/> A6080 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: **Tamara Margolis, et al. v. Healthy Spot LLC, et al.**

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 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
Provisionally Complex Litigation	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	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	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 With Damages	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	

SHORT TITLE: Tamara Margolis, et al. v. Healthy Spot LLC, et al.	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 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:	ZIP CODE:		

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

Dated: 07/12/2021



 (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. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
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.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 12 2021

Sherril R. Carter, Executive Officer/Clerk of Court

By: Kristina Vargas, Deputy

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6 2716 Ocean Park Boulevard, Suite 3088
Santa Monica, CA 90405
7 Telephone: (310) 392-2008
8 Facsimile: (310) 392-0111

9 *Attorneys for Plaintiffs on behalf of themselves
and others similarly situated*

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 **TAMARA MARGOLIS**, an individual;
14 **AIMEE TULLY**, an individual; on behalf
of themselves and all others similarly
15 situated,

16 Plaintiffs,

17 v.

18 **HEALTHY SPOT LLC**, a Limited
19 Liability Company; and **DOES 1-20**,
20 inclusive,

21 Defendants.

CASE NO.:

21STCV25347

CLASS ACTION COMPLAINT for:

1. VIOLATION OF THE CONSUMER
LEGAL REMEDIES ACT
2. VIOLATION OF THE UNFAIR
COMPETITION LAW
3. FALSE AND MISLEADING
ADVERTISING IN VIOLATION OF
CALIFORNIA BUSINESS AND
PROFESSIONS CODE
4. BREACH OF EXPRESS WARRANTY
5. BREACH OF IMPLIED WARRANTY
6. NEGLIGENT MISREPRESENTATION

-AND-

DEMAND FOR JURY TRIAL

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VIII. DEMAND FOR JURY TRIAL27

1 Plaintiffs TAMARA MARGOLIS and AIMEE TULLY, on behalf of themselves and all others
2 similarly situated (the “Class,” as defined below), allege as follows upon information and belief based,
3 *inter alia*, upon investigation conducted by Plaintiffs and their counsel, except as to those allegations
4 pertaining to Plaintiffs personally, which are alleged upon knowledge:

5 **I. INTRODUCTION**

6 1. This action is about the worst imaginable animal abuse in California, and Defendant
7 HEALTHY SPOT’s concealment from the public. One need look no further than the photos included
8 in this Complaint for an overview of the tragic consequences of Defendants’ abusive conduct. The
9 abuse is pervasive, systematic-and deadly. It arises from HEALTHY SPOT LLC’s (“HEALTHY
10 SPOT”) conveyor-belt style approach to dog grooming and the total failure to properly train, supervise,
11 or monitor the employees tasked with meeting impossible corporate expectations, which has resulted
12 in countless serious injuries and deaths of innocent, vulnerable dogs, devastating their owners.

13 2. HEALTHY SPOT operates 20 grooming facilities in retail spaces all over the state of
14 California. Founded in 2008, HEALTHY SPOT has grown rapidly over the past decade and now
15 dominates the dog grooming market in Southern California, with 7 facilities within the City of Los
16 Angeles alone. At the busiest location in Santa Monica, HEALTHY SPOT sometimes books 100 dogs
17 for grooming appointments per day.

18 3. Founded by Andrew Kim and Mark Boonnark, HEALTHY SPOT boasts its “Core
19 Values,” including that they “believe in profits with principles,” and that “pets are family,” on its
20 website and in its retail stores. These “values” hide the ugly truth of what really happens during
21 grooming at HEALTHY SPOT. The reality is that HEALTHY SPOT protocols and practices, uniform
22 across all locations, encourage its employees to put profits over safety of the dogs they groom.

23 4. Within the past year, HEALTHY SPOT has been responsible for serious injuries and
24 deaths, including the tail amputation of Plaintiff Aimee Tully’s Pomeranian, Noel, and the death by
25 strangulation of Plaintiff Tamara Margolis’ dog, Charlie, as well as many other dogs across California.

26 5. In addition to the devastating injuries to and loss of cherished family pets, Plaintiffs,
27 and many other families, have suffered monetary damages, as they have incurred veterinarian bills
28 resulting from the animal abuse and in trying to save their dogs’ lives and to continue to treat their

1 permanent injuries and disabilities. Though HEALTHY SPOT in many cases has made overtures to
2 pay for the initial emergency visits that result from its gross negligence, the emotional distress suffered
3 by the families they have harmed is always left out of the equation.

4 6. Despite the clear connection between HEALTHY SPOT corporate's demands on
5 bathers and groomers to wash ever more dogs per day and the number of injuries and deaths associated
6 with their services, Healthy Spot has yet to change its policies.

7 7. This action, on behalf of Plaintiffs and other similarly situated class members, seeks to
8 enjoin HEALTHY SPOT's systemic animal abuse and compensate the dog owners who have been
9 harmed by HEALTHY SPOT.

10 **II. JURISDICTION AND VENUE**

11 8. This Court has jurisdiction over Defendant HEALTHY SPOT because HEALTHY
12 SPOT operates each of its 20 locations and has its principal place of business in California.

13 9. Plaintiffs, on behalf of themselves and others similarly situated, have been harmed by
14 Defendants' torts in California.

15 10. The Superior Court of California for Los Angeles County is a court of general
16 jurisdiction and therefore has subject matter jurisdiction over this action.

17 11. Venue is proper in Los Angeles County because Defendant HEALTHY SPOT is a
18 corporation with its headquarters in Culver City, California, and because a substantial portion of the
19 injuries giving rise to Defendants' liability occurred in Los Angeles County.

20 **III. THE PARTIES**

21 **A. Plaintiffs**

22 12. Plaintiff TAMARA MARGOLIS resides in Los Angeles County, California and was a
23 HEALTHY SPOT customer in April of 2021. Plaintiff's four-year-old, healthy, emotional support
24 dog, Charlie, was killed at the HEALTHY SPOT location in West Los Angeles, located at 11820 Santa
25 Monica Blvd., Los Angeles, CA 90025 on April 23, 2021.

26 13. Plaintiff AIMEE TULLY resides in Orange County, California and was a HEALTHY
27 SPOT customer in January of 2021. Plaintiff's dog, ten-year-old Noel, was severely injured and
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1 disfigured at the HEALTHY SPOT location in Costa Mesa, located at 1880 Newport Blvd. Costa Mesa,
2 CA 92627 on January 23, 2021.

3 **B. Defendants**

4 14. Defendant HEALTHY SPOT is a pet store and dog grooming company headquartered
5 in Culver City, California. HEALTHY SPOT operates a chain of stores, dog daycares, and grooming
6 facilities all over the state of California.

7 15. Except as described herein, Plaintiffs are ignorant of the true names of Defendants sued
8 as Does 1 through 20 inclusive and, therefore, sue these Defendants by such fictitious names. Plaintiffs
9 will seek leave of the Court to amend this Complaint to allege their true names and capacities when
10 they are ascertained. Plaintiffs allege that each of these Doe Defendants is responsible in some manner
11 for the acts and occurrences alleged herein, and that Plaintiffs' damages were caused by such Doe
12 Defendants.

13 16. Defendant HEALTHY SPOT has a history of fraudulent activity. Dating back to 2019,
14 HEALTHY SPOT has been sued for fraud and other claims by its investors, as more fully set forth in
15 Los Angeles Superior Court Case No. 19SMCV01431. Among the prior allegations are claims that
16 HEALTHY SPOT carried out a scheme to defraud its initial investor in favor of a later investor in a
17 sum in excess of \$5,000,000.00. It is alleged in that action that HEALTHY SPOT sought to strip its
18 initial investor of preferred shareholder rights, resulting in damages. This pattern of fraud continues to
19 the present time, as is set forth below in greater detail.

20 17. Defendants, and the Doe Defendants, and each of them, are individually sued as
21 participants and as aiders and abettors in the improper acts, plans, schemes, and transactions that are
22 the subject of this Complaint.

23 **C. Agency & Concert of Action**

24 18. At all times herein mentioned, Defendants, and each of them, hereinabove, were the
25 agents, servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of
26 each of the other Defendants named herein and were at all times operating and acting within the purpose
27 and scope of said agency, service, employment, partnership, enterprise, conspiracy, and/or joint
28 venture, and each Defendant has ratified and approved the acts of each of the remaining Defendants.

1 Each of the Defendants aided and abetted, encouraged, and rendered substantial assistance to the other
2 Defendants in breaching their obligations to Plaintiffs, as alleged herein. In taking action to aid and
3 abet and substantially assist the commission of these wrongful acts and other wrongdoings complained
4 of, as alleged herein, each of the Defendants acted with an awareness of his/her/its primary wrongdoing
5 and realized that his/her/its conduct would substantially assist the accomplishment of the wrongful
6 conduct, wrongful goals, and wrongdoing.

7 **IV. FACTUAL ALLEGATIONS**

8 **A. Healthy Spot Advertises High Quality, Safe Grooming Services by Experienced**
9 **Groomers**

10 19. After aggressively expanding from its first location in 2008 to locations in well-known
11 neighborhoods in Southern California by 2020, HEALTHY SPOT has become known throughout the
12 state for its green logo boasting the catchphrase “mind, body and bowl” and a commitment to “inspiring
13 healthy pet lifestyles.”

14 20. In addition to operating retail spaces that sell food and supplies for both dogs and cats,
15 Healthy Spot offers small dog daycare, nutrition consultations, obedience training, and on-site
16 grooming and styling services.

17 21. HEALTHY SPOT offers its grooming services at 15 locations in Los Angeles County,
18 including DTLA, Silverlake, Hancock Park, Manhattan Beach, Topanga, West Hollywood, West LA,
19 and their busiest store, Santa Monica, as well as a store in Costa Mesa, and three stores in the Bay Area.

20 22. A source of enormous profit for the company, HEALTHY SPOT advertises its
21 grooming salon by claiming to “provide high quality styling services for the beauty and wellness” of
22 dogs, and promises use of the “highest quality natural, eco-friendly and biodegradable products.”

23 23. All grooming services are carried out according to strict uniform practices at
24 HEALTHY SPOT, with each groomer instructed and supervised by HEALTHY SPOT management
25 so as to maximize speed and profits. To assure compliance with HEALTHY SPOT’s strict uniform
26 practices, all grooming is videotaped by HEALTHY SPOT’s video surveillance cameras.

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1 24. On its website, the company represents that “**Healthy Spot Grooming advocates and**
2 **thoroughly trains for a grooming experience that is positive for the owner, and safe for our doggie**
3 **guests**” and promises that their groomers and staff are “experienced and well educated.”

4 **B. Healthy Spot Boasts a Grooming Academy Committed to the Highest Standards**
5 **of Pet Grooming, but Employs Untrained and Unskilled Bathers and Groomers**

6 25. In addition to offering grooming services, HEALTHY SPOT advertises expensive
7 Certificate Programs to aspiring groomers and bathers, including a “Level 1: Certified Bather” Program
8 that costs \$1,899.00 and a “Level 4: Certified Professional Stylist” Program that costs \$2,499.00.

9 26. Despite the lofty claims HEALTHY SPOT makes about its courses, the application for
10 the Level 1 Course, Level 4 Course, and everything in between requires only basic contact information,
11 a brief questionnaire, and a possible start date.

12 27. On information and belief, HEALTHY SPOT pays its dog bathers and groomers
13 minimum wage, with groomers receiving additional compensation via tips from dog owners.

14 28. On information and belief, HEALTHY SPOT requires each of their unskilled,
15 inexperienced bathers and groomers at every HEALTHY SPOT location to comply with strict uniform
16 practices to maximize profits developed by HEALTHY SPOT corporate, rather than prioritizing
17 training or safety.

18 29. There is no government agency or regulatory body that administers an annual safety
19 certification of pet groomers, and therefore, on information and belief, HEALTHY SPOT creates,
20 administers, and/or implements the safety certification of its groomers via strict uniform practices
21 across every location.

22 30. One uniform HEALTHY SPOT corporate policy that prioritizes profits over safety
23 dictates that groomers receive an additional dollar per hour for every additional dog serviced that day.

24 **C. Healthy Spot Hires Bathers and Groomers with Little to No Experience to Bathe**
25 **and Groom Tens of Dogs Per Week According to Strict Uniform Practices**

26 31. On information and belief, HEALTHY SPOT rarely hires bathers or groomers who have
27 completed their Academy courses, and instead trains the majority of its employees on the job by having
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1 them shadow other inexperienced employees. All grooming at HEALTHY SPOT is performed
2 according to strict uniform practices.

3 32. The employees who do the majority of the work on the dogs have no input or say in
4 how many dogs per day they are assigned by HEALTHY SPOT.

5 33. Dog Grooming traditionally consists of two categories of service: a bath or a grooming.
6 Dogs who only need to be bathed, are those whose fur does not grow like human hair, and so is not
7 required to be cut or styled. Dogs whose hair does grow must be seen by both a bather and a groomer.
8 The approximate average cost of a grooming for a Poodle, Doodle or Medium to Large dog is \$140.00.

9 34. Dog bathers, the entry level position in a grooming salon, including at HEALTHY
10 SPOT as evidenced by the Level 1 categorization in their Academy, are involved in servicing every
11 dog.

12 35. At HEALTHY SPOT, a standard pet bath includes washing, shampooing, drying,
13 clipping toenails, cleaning ears, and anal gland expression. For dogs whose fur mats, which occurs
14 when an animal's fur becomes knotted and entangled, the additional service of dematting the fur must
15 also be completed. Teeth brushing is a common add-on bath service. For each dog, each of these
16 services is completed by a single "Bather."

17 36. Depending on the size and breed of the dog, a standard bath can take anywhere between
18 30 minutes to 2 hours. Defendant HEALTHY SPOT has implemented uniform grooming practices to
19 maximize grooming production.

20 37. **In a single day, each bather at HEALTHY SPOT often personally services as many**
21 **as 12 dogs-**6 dogs who receive only bath services, and 6 dogs who receive grooming services in
22 addition to bath services, because bathers and groomers are required to meet a grooming quota pursuant
23 to HEALTHY SPOT's strict uniform policies.

24 38. Though bathers complete most of the work and are tasked with providing services that
25 take the longest amount of time, scheduling at HEALTHY SPOT is handled by receptionists and
26 Groomers. Even worse, according to employees, HEALTHY SPOT uniform corporate policies dictate
27 that no location can "turn away" any walk-in requests for dog bathing or grooming.

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1 39. In order to complete the dematting and drying process, and to comply with HEALTHY
2 SPOT's strict uniform policies and practices, bathers at HEALTHY SPOT place each dog onto a flat,
3 raised platform that is equipped with a tall metal arm to latch a lead from the device to the dog. The
4 lead is wrapped around the dog's neck like a noose to avoid resistance but is not designed to be safely
5 pulled fully taut, so the dog's paws can comfortably reach the ground. Dogs are kept restrained by the
6 noose on the raised platform for the duration of the drying process, which can take at least an hour.
7 Failure to keep the noose loose puts the dog at risk of trauma, including strangulation or cutting off its
8 airway.

9 40. **HEALTHY SPOT employees commonly injure, and on occasion, kill dogs by**
10 **failing to keep the lead noose loose when drying and dematting during a grooming session.**

11 41. Many other grooming techniques, such as drying and dematting fur, also require tools,
12 that when used on dogs improperly, can result in serious injury or death. HEALTHY SPOT uses strict
13 uniform grooming practices throughout its stores, and routinely fails to properly train its bathers and
14 groomers in the proper use of tools and devices, which has repeatedly resulted in the serious injury and
15 death of innocent dogs in their care.

16 **D. Healthy Spot Knew Bathers and Groomers who were Untrained and**
17 **Unsupervised were Seriously Injuring Dogs, but Failed to Stop the Serious**
18 **Injuries and Deaths to Dogs**

19 42. The infliction of serious injury or death to pets in the care of Healthy Spot bathers and
20 groomers has been reported directly to HEALTHY SPOT and via social media sites, including Yelp,
21 Facebook, and Instagram. HEALTHY SPOT's own surveillance videos have captured groomers in the
22 act of injuring dogs, putting Healthy Spot on notice of the abuse.

23 43. HEALTHY SPOT employs the grooming staff at each location, develops and
24 implements strict uniform policies and practices, and is responsible for training, managing and
25 supervising each of its grooming employees on a daily basis.

26 44. HEALTHY SPOT retail stores and grooming facilities contain multiple surveillance
27 video cameras, many of which have filmed bathers and groomers at work. HEALTHY SPOT conducts
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1 video surveillance on its groomers to ensure compliance with its uniform grooming conduct required
2 at all stores.

3 45. Further, HEALTHY SPOT's Corporate Headquarters employs regional managers who
4 work out of each location and directly manage the bathers and groomers. **Uniform grooming policies
5 and protocols, including which tools employees are allowed to use on dogs, and how many dogs
6 are to be scheduled per day, are created and enforced by HEALTHY SPOT Corporate
7 Headquarters and the implementation of each policy is overseen by HEALTHY SPOT Corporate
8 employees.**

9 46. Despite actual knowledge, awareness, and means of control, and as dogs continued to
10 die while in the care of Healthy Spot and dog owners continued to report serious injuries, HEALTHY
11 SPOT failed to fix or address the problem. Instead, Healthy Spot continued to advertise itself as a
12 company that cared about pets like they are "family," and that all grooming employees were extensively
13 and adequately trained and certified to provide professional and safe care to pets.

14 **E. Healthy Spot Continues to Value Profits over Pets**

15 47. Yelp reviews as recent as May 2021 demonstrate that HEALTHY SPOT's dangerous
16 policies and practices have not changed. **HEALTHY SPOT continues to schedule more dogs than
17 its bathers and groomers can handle, resulting in injury and trauma to dogs, and vet bills and
18 emotional torment to their owners.**

19 48. The reviews demonstrate HEALTHY SPOT's lack of concern for animals in its care
20 and repeated violations of California Animal Cruelty laws, including Penal Code §597 which states
21 that it is a crime for anyone who has the charge or custody of any domestic animal to subject that animal
22 to needless suffering, inflict unnecessary cruelty upon the animal, *or in any manner abuse* that animal.

23 Cal. Pen. Code §597(b):

24 "... every person who . . . tortures, torments, deprives of necessary sustenance, drink, or shelter,
25 cruelly beats, mutilates, or cruelly kills any animal, or causes or procures any animal to be so .
26 . . . tortured, tormented, deprived of necessary sustenance, drink, shelter, or to be cruelly beaten,
27 mutilated, or cruelly killed; **and whoever, having the charge or custody of any animal, either
28 as owner or otherwise, subjects any animal to needless suffering, or inflicts unnecessary
cruelty upon the animal, or in any manner abuses any animal, or fails to provide the animal
with proper food, drink, or shelter or protection from the weather, or who drives, rides, or
otherwise uses the animal when unfit for labor, is, for each offense, guilty of a crime punishable
pursuant to subdivision (d)."**

1 49. As a result of the uniform abusive conduct practiced at HEALTHY SPOT, multiple
2 instances of abuse occurred at multiple HEALTHY SPOT stores. Below are examples, including
3 screenshots of HEALTHY SPOT surveillance videos, of HEALTHY SPOT’s systemic infliction of
4 abuse and unnecessary cruelty on dogs, resulting in severe injury and death at eight separate locations:

- 5 a. At the Costa Mesa location in September of 2018, a dog who suffered severe neck
6 trauma during a grooming session was returned to his owners without notification by
7 HEALTHY SPOT employees, despite his gums being blue. He began to cough up
8 blood and *died* just hours after leaving Healthy Spot.
- 9 b. At the downtown Los Angeles location, since 2019 HEALTHY SPOT employees
10 have ruptured dogs’ anal glands, kept dogs in kennels for hours and groomed dogs on
11 grooming platforms covered in other dogs’ fur. One review in February 2019
12 described the HEALTHY SPOT staff as “poorly trained.”
- 13 c. At the Silver Lake location in May 2019, a dog suffered a two inch long cut on his leg
14 while at HEALTHY SPOT, and HEALTHY SPOT employees failed to inform the
15 owner about the injury.

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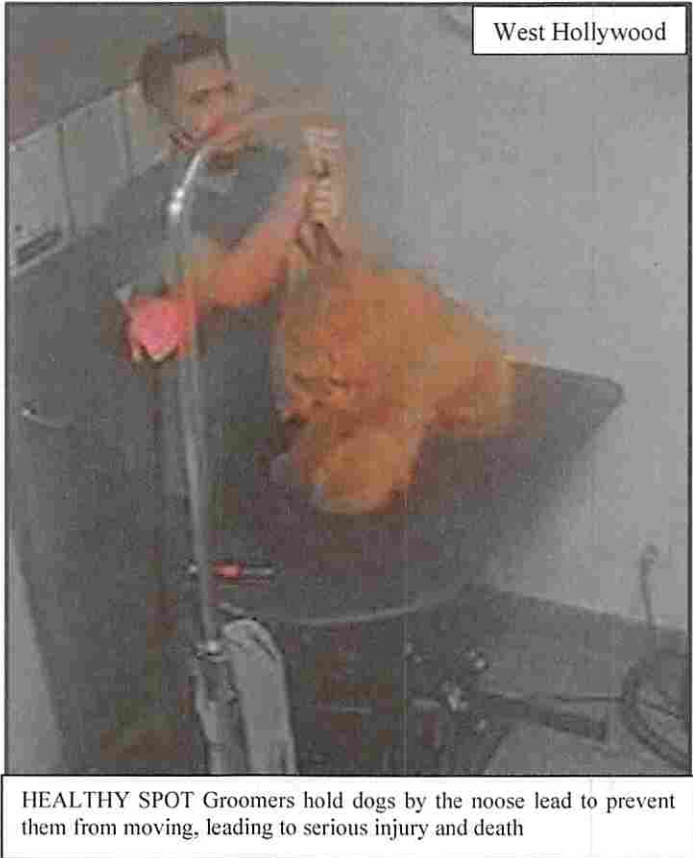
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d. At the West Hollywood location in May 2019, a dog was returned home to its owner with cotton balls lodged in both ears. In June 2020, a dog developed a bacterial infection on his paw due to unsanitary grooming conditions. In February 2021, a dog was choked and grabbed repeatedly by the beard during grooming. In May 2021, a dog suffered cuts on both ears, his stomach and both testicles during a single grooming session.

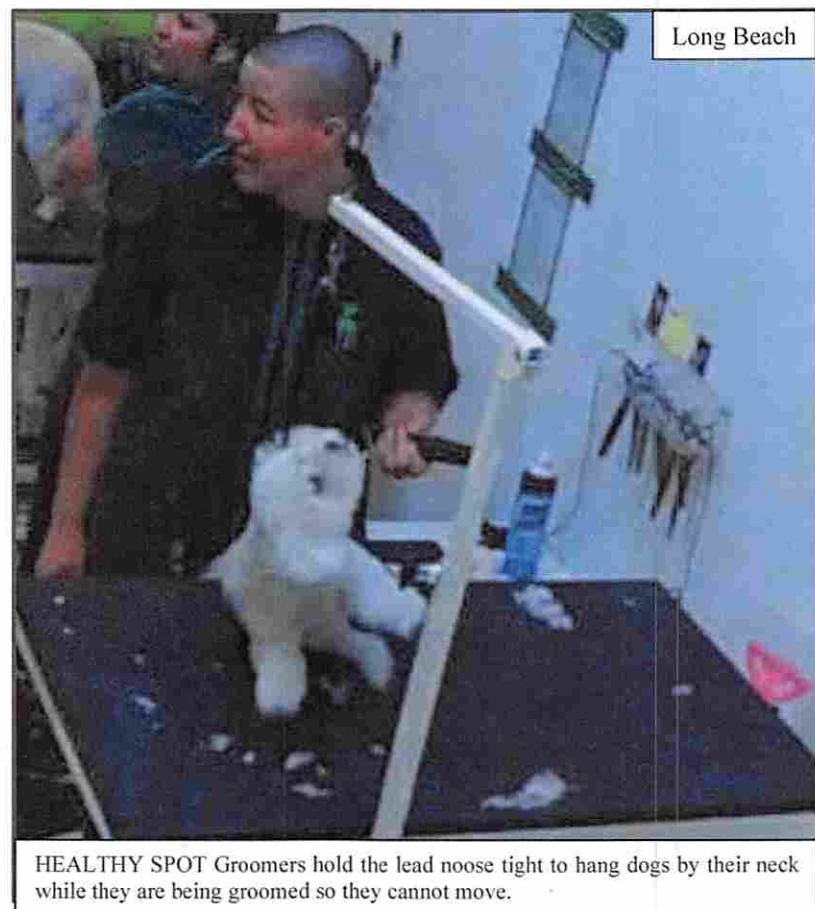


e. At the Topanga location, HEALTHY SPOT groomers left gauze in a dog's ear on more than one occasion in early 2020.

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f. At the Long Beach location on May 29, 2020, a dog was strangled by the noose lead during a grooming session, resulting in serious injuries. In May 2021, a dog owner was told that HEALTHY SPOT policy prevents employees from taking dogs to the bathroom, even if they have been kenneled there for more than four hours.



g. At the Century City location on December 17, 2020, a dog was rendered unconscious during the bath portion of a grooming session but was not attended to or provided medical care.

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1 h. At the Hancock Park location on March 1, 2021, a dog was strangled by the noose
2 lead and punched in the face, resulting in injuries. Two days later, on March 3, 2021, a
3 dog who was neglected while attached to the grooming platform by the noose lead, fell
4 off of the platform and landed on his back, resulting in serious injuries.



21 50. As alleged above, Defendant HEALTHY SPOT uses video surveillance cameras in its
22 grooming areas in its stores

23 51. A common theme in many HEALTHY SPOT Yelp reviews, in addition to descriptions
24 of animal abuse and neglect, is the fact that dog owners were misled by HEALTHY SPOT's website
25 and aggressive advertising into believing that HEALTHY SPOT employs highly trained, professional,
26 and caring groomers to service dogs.

27 52. Plaintiffs are informed and believe that the following other injuries have also resulted
28 during grooming sessions at HEALTHY SPOT.

1 53. Each of the incidents described above, as well as every grooming session and incident
2 that occurs at each HEALTHY SPOT location in California, is documented via surveillance video from
3 multiple angles and retained by HEALTHY SPOT Corporate in Culver City, California.

4 **F. Class Representatives and their dogs, Charlie and Noel, were victims of Healthy**
5 **Spot's Deceptive Advertising, Untrained Employees and Dangerous Policies**

6 Tamara Margolis and Charlie

7 54. Four years ago, Plaintiff TAMARA MARGOLIS purchased a smart, healthy and loving
8 Maltese Poodle mix ("multi-poo") named Charlie for her young daughter. Charlie was her daughter's
9 emotional support dog at the time of the grooming.



19 55. Charlie and Ms. Margolis' daughter bonded immediately, and along with Charlie's
20 duties as emotional support dog, the two became best friends. They have been inseparable for the past
21 four years and during that time, Ms. Margolis' daughter came to rely on Charlie's support and care for
22 her health and well-being.

23 56. When the world shut down due to the Covid-19 Pandemic, Charlie remained by his
24 companion's side as a source of comfort and normalcy when she was unable to attend school in person
25 or see her friends.

26 57. A year into the Covid-19 pandemic, on April 23, 2021, Ms. Margolis made a routine
27 grooming appointment for Charlie for the following day at the Healthy Spot location located at 11820
28 Santa Monica Blvd, Los Angeles, CA 90025.

1 58. On April 24, 2021, Charlie was dropped off at Healthy Spot. He never returned home.

2 59. A couple of hours later, the family received a phone call from a Healthy Spot employee
3 who stated that Charlie had been rushed to a nearby Veterinarian VCA clinic.

4 60. Ms. Margolis immediately drove to VCA but was too late. Charlie was dead. A
5 subsequent autopsy confirmed that the injury was significant and the cause of death was trauma. **The**
6 **HEALTHY SPOT surveillance video footage confirms that HEALTHY SPOT abused and killed**
7 **Charlie during the grooming.** The autopsy noted “dark reddish bruising on the abdomen,” as shown
8 below in an autopsy photo of Charlie:



21 61. During Charlie’s grooming session at HEALTHY SPOT, the noose lead was kept tight
22 around his neck. His feet could not reach the grooming table and he struggled for air. Despite clear
23 signs of extreme discomfort and distress, with Charlie fighting for his life for an extended time,
24 HEALTHY SPOT failed to loosen the lead. As a result of the abuse, Charlie’s tongue turned blue and
25 he stopped breathing.

26 62. Charlie’s fatal injuries and the animal abuse were observed in person from just feet away
27 by the Lead Groomer, who worked in a supervisory capacity. The entire fatal sequence was captured
28 by HEALTHY SPOT on its surveillance video.

 63. Plaintiff TAMARA MARGOLIS’ dog, Charlie, was brutally abused and killed due to
the lack of skill, training, management, oversight or supervision of HEALTHY SPOT Employees.

1 64. Plaintiff TAMARA MARGOLIS suffered damages due to HEALTHY SPOT's
2 deceptive and unlawful acts, causing the death of Charlie.

3 Aimee Tully and Noel

4 65. Plaintiff AIMEE TULLY has been a lifelong animal lover, who has adopted, fostered,
5 and volunteered with dogs for many years. In early 2021, Ms. Tully was the proud owner of two
6 healthy, docile, ten-year-old Pomeranians and one foster Pomeranian.

7 66. When Ms. Tully heard about the new grooming salon, HEALTHY SPOT in Costa Mesa,
8 she made an appointment for her three dogs to have a bath and a sanitary shave. Her dogs have been to
9 groomers many times and have never had any issues before.

10 67. When Ms. Tully picked up her dogs, she knew immediately when she arrived home that
11 the dogs had been poorly bathed and not given the sanitary shave. She brought the dogs back to
12 HEALTHY SPOT in hopes that the facility would honor the package she had paid for by redoing the
13 baths.

14 68. Ms. Tully arrived back at HEALTHY SPOT in Costa Mesa on January 23, 2021. Her
15 three dogs, but especially her dog Noel, became visibly frightened, shaking and cowering when the
16 groomers came out. At the time, the groomers at HEALTHY SPOT laughed and brushed this reaction
17 off, taking the dogs to the back.

18 69. An hour later, Ms. Tully received a call from a groomer at HEALTHY SPOT, who told
19 Ms. Tully that there had been an accident involving Noel. The groomer explained that Noel had a cut
20 on her tail that HEALTHY SPOT believed would be fine, but since it was bleeding, the cut might need
21 to be glued shut. The groomer told Ms. Tully she needed to meet them at the Veterinarian, where they
22 had already taken Noel, right away.

23 70. Ms. Tully was terrified and upset that her dog was injured and had been taken to a
24 veterinarian without her knowledge. She rushed to see Noel. When she arrived, though Noel had yet to
25 be seen by the vet, her tail had already been bandaged by HEALTHY SPOT employees.

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1 71. The vet explained to Ms. Tully that Noel was seriously injured and that she needed to
2 go to an emergency vet right away for surgery. Noel's tail was not only cut, *it was lacerated to the*
3 *bone.*



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14 A HEALTHY SPOT Groomer brushed Noel's tail so aggressively it was cut and lacerated
15 to the bone. Five inches of her tail were amputated.

16 72. Ms. Tully rushed Noel to an emergency vet, who explained that Noel would need to be
17 sedated for emergency surgery to have her tail amputated due to the severe laceration and fact that
18 bones in her tail were crushed. Because of the severity of the injury, the emergency vet believed that
19 the injury had occurred by a HEALTHY SPOT employee slamming a kennel door on Noel's tail. Only
20 similar extreme force could cause the tail dislocation, laceration, and damage that Noel had suffered.

21 73. Noel survived surgery, but *five inches of her tail was amputated* and she has continued
22 to suffer from pain and discomfort since the injury.

23 74. HEALTHY SPOT's video footage of Noel's grooming session shows that Noel's tail
24 was brushed so aggressively with a dematting comb that she suffered a severe injury. To this day,
25 after numerous vet visits, Noel remains traumatized by the abuse at HEALTHY SPOT.

26 75. Plaintiff AIMEE TULLY's dog, Noel, was abused and suffered permanent
27 disfigurement due to the lack of skill, training, management, oversight or supervision of HEALTHY
28 SPOT Employees.

1 76. Plaintiff AIMEE TULLY suffered damages due to HEALTHY SPOT's deceptive and
2 unlawful acts, causing injury to Noel.

3 77. All grooming services were carried out according to strict uniform practices at
4 HEALTHY SPOT, with each groomer instructed and supervised by HEALTHY SPOT management
5 so as to maximize speed and profits. To assure compliance with HEALTHY SPOT's strict uniform
6 practices, all grooming was videotaped by HEALTHY SPOT's video surveillance cameras.

7 **V. CLASS ALLEGATIONS**

8 78. Plaintiffs bring this action as a class action, pursuant to California Code of Civil
9 Procedure § 382 **on behalf of a uniform Class**, defined as follows:

10 **ALL HEALTHY SPOT CUSTOMERS WHOSE DOGS WERE PHYSICALLY**
11 **HARMED AND/OR KILLED AT ANY OF THE 20 HEALTHY SPOT LOCATIONS**
12 **IN CALIFORNIA BETWEEN JULY 2018 AND JULY 2021.**

13 79. This action is properly maintainable as a class action because:

14 a. The Class of customers is so numerous that joinder of all members is
15 impracticable. HEALTHY SPOT services from 50 to 100 dogs per day at each of its 20
16 locations. There are thousands of HEALTHY SPOT Customers all over the state of California
17 and *at least 50 negative Yelp reviews regarding incidents at Healthy Spot locations within the*
18 *relevant time period*, in addition to the incidents suffered by the two class representatives
19 described herein;

20 b. There are questions of law and fact which are common and uniform to the Class
21 including the following: whether the Defendant has violated various laws, including California
22 animal abuse and cruelty laws and consumer protection laws and whether the Class is entitled
23 to damages, as a result of Defendant's wrongful conduct;

24 c. Plaintiffs are committed to prosecuting this action and have retained competent
25 counsel experienced in litigation of this nature;

26 d. The claims of Plaintiffs are typical of the claims of other members of the Class
27 and Plaintiffs have the same interests as the other members of the Class. Plaintiffs will fairly
28 and adequately represent the Class;

1 e. The prosecution of separate actions by individual members of the Class would
2 create a risk of inconsistent or varying adjudications with respect to individual members of the
3 Class which would establish incompatible standards of conduct for Defendants, or
4 adjudications with respect to individual members of the Class which would, as a practical
5 matter, be dispositive of the interests of other members not parties to the adjudications or
6 substantially impair or impede their ability to protect their interests.

7 f. A class action is superior to all other available methods for the fair and
8 efficient adjudication of this controversy since joinder of all members is impracticable.
9 Furthermore, as the damages suffered by individual Class members may be relatively small,
10 the expense and burden of individual litigation make it impossible for members of the Class to
11 individually redress the wrongs done to them. There will be no difficulty in the management
12 of this action as a class action.

13 **VI. CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **FOR VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**

16 **Against All Defendants**

17 **Cal. Civ. Code §§ 1750 et seq.**

18 80. Plaintiffs incorporate by reference each and every allegation contained above.

19 81. The strict, uniform policies, acts and practices of Defendants as described above were
20 intended to deceive Plaintiffs and the Class as described herein and have resulted in harm to Plaintiffs
21 and the Class.

22 82. The actions violated and continue to violate the California Consumer Legal Remedies
23 Act (CLRA) in at least the following aspects:

24 a. In violation of Section 1770(a)(5) of the CLRA, Defendants' acts and practices
25 constitute representations that the services have characteristics, uses or benefits, which
26 they do not.

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1 b. In violation of Section 1770(a)(7) of the CLRA, Defendants' acts and practices
2 constitute representations that the services are of a particular quality, which they are
3 not.

4 83. By committing the acts alleged above, Defendants have violated the CLRA.

5 84. Pursuant to California Civil Code § 1780(a) and California Penal Code §597, Plaintiffs
6 and the Class are entitled to an order enjoining the above-described wrongful acts and practices of
7 Defendants, restitution, an order awarding the payment of costs and attorneys' fees, and any other relief
8 deemed appropriate and proper by the Court under California Civil Code § 1780.

9 85. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

10 **SECOND CAUSE OF ACTION**

11 **FOR VIOLATION OF THE UNFAIR COMPETITION LAW**

12 **Against All Defendants**

13 **Cal. Bus. & Prof. Code § 17200 et seq.**

14 86. Plaintiffs incorporate herein by reference and re-allege all of the allegations stated in
15 this Complaint.

16 87. California Business and Professions Code section 17200 et seq., prohibits unfair
17 competition in the form of any unlawful, unfair or fraudulent business act or practice and unfair,
18 deceptive, untrue, or misleading advertising. The utilization of such practices and advertising was and
19 is under the sole control of Defendants and was fraudulently and deceptively hidden from Healthy Spot
20 customers and members of the general public in their marketing and promotion of Healthy Spot
21 grooming services via strict, uniform policies and practices.

22 88. Plaintiffs are informed and believe, and on that basis allege that Defendants have
23 engaged in unlawful, unfair and/or fraudulent business acts or practices that violate the Unfair
24 Competition Law by: (a) misrepresenting the level of skill, training, management, supervision, and
25 oversight of HEALTHY SPOT grooming and bathing employees; (b) misrepresenting the grooming
26 conditions at HEALTHY SPOT locations; (c) inflicting cruelty on innocent animals and denying them
27 proper veterinary care and treatment in a timely fashion; (d) failing to maintain proper sanitation so as
28 to protect the health of the dogs in their care; (e) keeping dogs in small and unsafe kennels for hours at

1 a time (f) and other conduct and uniform policies and practices that violates the below-listed laws,
2 including the False Advertising Law, Cal. Bus. & Prof. Code § 17500, Cal. Penal Code §597 and
3 Consumer Legal Remedies Act, Cal. Civ. Proc. Code § 1750.

4 89. Defendants committed a deceptive act by making written and/or oral material
5 representations and omissions that had a capacity, tendency, or likelihood to deceive or confuse
6 reasonable consumers by making the following representations on its website and in its stores, among
7 others:

- 8 a. "At Healthy Spot, your pet's health and wellbeing will always come first."
9 b. "[Healthy Spot] provide[s] high quality styling services for the beauty and wellness of
10 your dog."
11 c. "Healthy Spot Grooming advocates and thoroughly trains for a grooming experience
12 that is positive for the owner, and safe for our doggie guests."
13 d. "[O]ur experienced and well-educated groomers and staff are on hand to attend to the
14 unique requirements of your dog so as to ensure a soothing, relaxing, positive and safe
15 experience for your pup."

16 90. In addition, following the January 2021 abuse and injury to Noel, as described above,
17 Defendants publicly stated that HEALTHY SPOT will advocate for improvement of safety standards.
18 This was a misrepresentation as no further safety measures were implemented to prevent continued
19 animal abuse, and four months later, in April, 2021, Charlie was abused and killed by HEALTHY
20 SPOT.

21 91. Defendants continue to dictate and practice the same strict uniform grooming practices,
22 and continue to commit unlawful, unfair, or fraudulent business acts or practices to this day, as these
23 misrepresentations remain on the HEALTHY SPOT website as of the filing of this Complaint.

24 92. Defendants' acts, misrepresentations, concealment of material facts and failures to
25 disclose as alleged in this Complaint, constitute unlawful, unfair or fraudulent business acts or practices
26 and unfair, deceptive, untrue or misleading advertising within the meaning of California Business &
27 Professions Code section 17200 et seq.

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1 indirectly to dispose of real or personal property . . . or anything of any nature whatsoever or to induce
2 the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or
3 disseminated before the public in this state . . . in any newspaper or other publication, or any advertising
4 device, or by public outcry or proclamation, or in any other manner or means whatever, including over
5 the Internet, any statement, concerning that real or personal property . . . or concerning any
6 circumstance or matter of fact connected with the proposed performance or disposition thereof, which
7 is untrue or misleading, and which is known, or which by the exercise of reasonable care should be
8 known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate
9 or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent
10 not to sell that personal property or those services, professional or otherwise . . . as so advertised.”

11 101. Defendants have disseminated, or caused to be disseminated, false and misleading
12 statements and representations in the promotion, marketing, and/or sale of grooming and bathing
13 packages and grooming and bathing services. These statements and representations include, but are not
14 limited to, direct statements, over the phone and in person when speaking to potential consumers about
15 Healthy Spot’s grooming services and offerings and via Defendants’ marketing materials, statements
16 in advertisements on the HEALTHY SPOT Website and in emails, made to Plaintiffs and the public,
17 regarding the skills, training, management, supervision and oversight of HEALTHY SPOT grooming
18 Employees and the conditions of HEALTHY SPOT Grooming salons. These statements were and
19 continue to be false.

20 102. In making or disseminating the statements alleged herein, Defendants knew, or by the
21 exercise of reasonable care should have known, that such statements were untrue or misleading and in
22 violation of California Business and Professional Code section 17500 et seq. Specifically, Defendants
23 knew or by the exercise of reasonable care should have known, that the employees hired to bathe and
24 groom dogs are not adequately or properly trained, managed, or supervised in bathing or grooming
25 techniques for dogs.

26 103. As a direct and proximate result of Defendants’ conduct, Plaintiffs suffered substantial
27 monetary and non-monetary damages.

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1 104. Defendants, directly and indirectly, made substantially similar misrepresentations to
2 each member of the Class, who also suffered the serious injury or death of a dog while in HEALTHY
3 SPOT's custody and care.

4 105. Plaintiffs are informed and believe that Defendants continue to disseminate, or cause to
5 be disseminated, similar false and misleading statements about HEALTHY SPOT Grooming services
6 and salons, as Plaintiffs continue to see the statements on the HEALTHY SPOT Website and in stores
7 and continue to learn of new victims who have suffered in the same way Plaintiffs have.

8 106. Pursuant to California Business & Professions Code section 17535, Plaintiffs and the
9 Class seek an award of equitable and injunctive relief from this Court including requiring that
10 Defendants (a) make full restitution of all monies obtained from the dissemination of false, untrue and
11 misleading statements in connection with grooming services, as described in this Complaint and (b)
12 disgorge all profits obtained from the dissemination of false, untrue and misleading statements, in
13 connection with grooming services, as described in this Complaint.

14 107. Pursuant to California Business & Professions Code section 17535, Plaintiffs and the
15 Class seek an award of injunctive relief enjoining Defendants from continuing to engage in the
16 dissemination of false, untrue and misleading public statements and representations in connection with
17 grooming services, as described in this Complaint.

18 108. Pursuant to California Business & Professions Code section 17534.5, damages awarded
19 under this cause of action are cumulative to remedies provided by other laws.

20 109. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

21 **FOURTH CAUSE OF ACTION**

22 **BREACH OF EXPRESS WARRANTY**

23 **Against All Defendants**

24 **Cal. Com. Code § 2313**

25 110. Plaintiffs incorporate herein by reference and re-allege all of the allegations stated in
26 this Complaint.

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1 111. Plaintiffs are informed and believe that Defendants made express warranties to Plaintiffs
2 regarding the skills, training, management, policies, practices, oversight, and supervision of grooming
3 and bathing employees and the conditions of HEALTHY SPOT grooming salons.

4 112. Plaintiff TAMARA MARGOLIS' dog, Charlie, was brutally abused and killed due to
5 the lack of skill, training, management, oversight or supervision of HEALTHY SPOT Employees.

6 113. Plaintiff AIMEE TULLY's dog, Noel, was brutally abused and suffered a serious,
7 permanent disfigurement due to the lack of skill, training, management, oversight or supervision of
8 HEALTHY SPOT Employees.

9 114. Defendants, directly and indirectly, made substantially similar warranties to each
10 member of the Class, whose dogs also suffered a serious injury or death while in HEALTHY SPOT's
11 custody and care for grooming services, and who also suffered damages therefrom.

12 115. As stated herein, Defendants did not fully disclose the facts regarding the lack of skill,
13 training, management, supervision and oversight of HEALTHY SPOT bathing and grooming
14 employees to Plaintiffs, misrepresented the conditions of the grooming salons and Plaintiffs have taken
15 numerous reasonable and timely steps to notify Defendants of this breach of express warranty either
16 directly or indirectly, including the filing of this Complaint.

17 116. Plaintiffs have suffered economic damages due to the deceptive acts and practices of
18 Defendants that resulted in the serious injury and death of their dogs. These damages include, but are
19 not limited to, the purchase price of the grooming services that resulted in the serious injury and death,
20 as well as veterinarian costs, as herein described.

21 117. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

22 **FIFTH CAUSE OF ACTION**

23 **BREACH OF IMPLIED WARRANTY**

24 **Against All Defendants**

25 **Cal. Civ. Code § 1791.1**

26 118. Plaintiffs incorporate herein by reference and re-allege all of the allegations stated in
27 this Complaint.

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1 119. At the time of each grooming session and due to the business that Defendants run,
2 Defendants had reason to know the particular purpose for which the Plaintiffs sought HEALTHY
3 SPOT's grooming services, and the Plaintiffs communicated these purposes to the Defendants in
4 requesting the services.

5 120. Plaintiffs relied upon Defendants' reputation, skill and judgment to hire, employ, and
6 supervise trained grooming and bathing employees. This created an implied warranty that the grooming
7 and bathing services provided by HEALTHY SPOT were as advertised. Plaintiffs only purchased the
8 grooming packages and grooming services after receiving assurances about the skills, training and
9 expertise of HEALTHY SPOT bathing and grooming employees.

10 121. Defendants breached the warranty implied at the time of sale in that Plaintiffs and the
11 Class did not receive the professional, high-quality grooming services purchased. Instead, each of their
12 dogs was cruelly and brutally abused by HEALTHY SPOT employees, which resulted in permanent
13 disfigurement and death and required Plaintiffs to incur thousands of dollars in expenses in caring for
14 and investigating the cause of injuries to their dogs.

15 122. Plaintiffs have taken numerous reasonable and timely steps to notify Defendants of this
16 breach of implied warranty, either directly or indirectly, including the filing of this Complaint.

17 123. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

18 **SIXTH CAUSE OF ACTION**

19 **NEGLIGENT MISREPRESENTATION**

20 **Against All Defendants**

21 124. Plaintiffs hereby incorporate all of the foregoing paragraphs.

22 125. Defendants, directly or through their agents and employees, made false representations
23 to Plaintiffs and the members of the Class regarding the skills, training, management, oversight,
24 policies, practices, and supervision of grooming and bathing employees and the conditions of
25 HEALTHY SPOT grooming salons, when it knew or should have known that such representations
26 were false and/or misleading.

27 126. Plaintiffs and the Class justifiably relied on the false statements and misrepresented facts
28 and, as a result, sustained damages.

1 127. Defendants, directly and indirectly, made substantially similar misrepresentations to
2 Plaintiffs and each member of the Class.

3 128. Defendants, and each of them, aided and abetted, encouraged and rendered substantial
4 assistance in accomplishing the wrongful conduct and their wrongful goals and other wrongdoing
5 complained of herein. In taking action, as particularized herein, to aid and abet and substantially assist
6 the commission of these wrongful acts and other wrongdoing complained of, each of the Defendants
7 acted with an awareness of its primary wrongdoing and realized that its conduct would substantially
8 assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

9 129. As a result of Defendants' wrongful conduct, Plaintiffs and members of the Class have
10 suffered and continue to suffer economic losses and other general and specific damages.

11 130. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

12 **VII. PRAYER FOR RELIEF**

13 Wherefore, Plaintiffs, on behalf of themselves, the class, and as private attorney generals
14 under California Business and Professions Code Section 17204, pray for relief, jointly and severally,
15 pursuant to each cause of action set forth in this Complaint as follows:

- 16 1. Preliminarily and permanently enjoining Defendants from continuing to violate
17 California law, including California Penal Code §597, their duties and the rights of
18 Plaintiffs as alleged herein;
- 19 2. Declaring this action to be a proper class action and certifying Plaintiffs as the Class
20 Representatives;
- 21 3. Awarding Plaintiffs and the other members of the Class compensatory damages
22 against all Defendants, jointly and severally, for all damages sustained as a result of
23 Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon;
- 24 4. Awarding punitive damages and restitution where available;
- 25 5. Awarding Plaintiffs and the other members of the Class pre-judgment and post-
26 judgment interest, as well as reasonable attorneys' fees, expert witness fees, and other
27 costs and disbursements; and

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6. Awarding Plaintiffs and the other members of the Class such other and further relief as the Court may deem just and proper.

VIII. DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

Dated: July 9, 2021

COTCHETT, PITRE & McCARTHY, LLP

By: Gary A. Praglin
Gary A. Praglin
Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 07/12/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> K. Vargas </u> Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 21STCV25347

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Ann I. Jones	11					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
 on 07/12/2021 (Date) By K. Vargas, 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.



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 a 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.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **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**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

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.

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 <http://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 <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:		➤	
	<small>(TYPE OR PRINT NAME)</small>		<small>(ATTORNEY FOR PLAINTIFF)</small>
Date:		➤	
	<small>(TYPE OR PRINT NAME)</small>		<small>(ATTORNEY FOR DEFENDANT)</small>
Date:		➤	
	<small>(TYPE OR PRINT NAME)</small>		<small>(ATTORNEY FOR DEFENDANT)</small>
Date:		➤	
	<small>(TYPE OR PRINT NAME)</small>		<small>(ATTORNEY FOR DEFENDANT)</small>
Date:		➤	
	<small>(TYPE OR PRINT NAME)</small>		<small>(ATTORNEY FOR _____)</small>
Date:		➤	
	<small>(TYPE OR PRINT NAME)</small>		<small>(ATTORNEY FOR _____)</small>
Date:		➤	
	<small>(TYPE OR PRINT NAME)</small>		<small>(ATTORNEY FOR _____)</small>

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:

CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:

- Request for Informal Discovery Conference
- Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

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

THE COURT SO ORDERS.

Date: _____	_____ JUDICIAL OFFICER
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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

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

General Order Re)
Use of Voluntary Efficient Litigation)
Stipulations)
)
)
)
)
)

ORDER PURSUANT TO CCP 1054(a),
EXTENDING TIME TO RESPOND BY
30 DAYS WHEN PARTIES AGREE
TO EARLY ORGANIZATIONAL
MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6 Whereas, in order to promote a meaningful discussion of pleading issues at the
7 Early Organizational Meeting and potentially to reduce the need for motions to
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early
9 Organizational Meeting before the time to respond to a complaint or cross complaint
10 has expired;

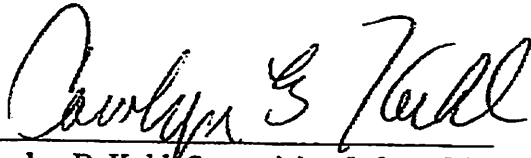
11 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
12 which an action is pending to extend for not more than 30 days the time to respond to
13 a pleading "upon good cause shown";

14 Now, therefore, this Court hereby finds that there is good cause to extend for 30
15 days the time to respond to a complaint or to a cross complaint in any action in which
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding
17 of good cause is based on the anticipated judicial efficiency and benefits of economic
18 case resolution that the Early Organizational Meeting Stipulation is intended to
19 promote.

20 IT IS HEREBY ORDERED that, in any case in which the parties have entered
21 into an Early Organizational Meeting Stipulation, the time for a defending party to
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted
23

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011


5
6 Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court