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NO FEE - CAL. GOVT. CODE § 6103

FILED
Superior Court of California
County of Los Angeles

DEC 08 2016

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THE PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BC 6 4 3 0 3 7

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

KOHL'S DEPARTMENT STORES, INC.
and DOES 1-10, inclusive,

Defendants.

Case No. _____

COMPLAINT FOR EQUITABLE RELIEF AND CIVIL PENALTIES FOR VIOLATIONS OF:

(1) California Business & Professions Code §§ 17200, *et seq.* (Unfair Competition Law); and

(2) California Business & Professions Code §§ 17500, *et seq.* (False Advertising Law).

NO FEE GOVT CODES SEC. 6183
AMOUNT RECOVERABLE PURSUANT
TO 6103.5 GC § 1496
PLUS A ONE TIME ADMINISTRATIVE FEE UPON JUDGEMENT
IF THE PARTY BECOMES A JUDGEMENT CREDITOR

COMPLAINT FOR EQUITABLE RELIEF AND CIVIL PENALTIES

12/8/16

1 The People of the State of California ("People") allege the following against
2 Defendant Kohl's Department Stores, Inc. ("Kohl's"):

3 I. INTRODUCTION

4 1. The People bring this civil law enforcement action against Kohl's to
5 address the unlawful, unfair, and fraudulent business practice commonly referred to as "false
6 reference pricing."¹ "False reference pricing" is the act of misrepresenting the original or regular
7 price of some good that is purportedly offered at a "sale price," a business practice that Kohl's
8 engages in to increase sales. To illustrate, Kohl's may advertise a dress for \$35, representing that
9 this constitutes a 30% discount off of its "regular" price of \$50, even though Kohl's did not
10 previously sell the dress at this purported "regular" price.

11 2. Retailers employ false reference pricing because it misleads consumers into
12 believing they are "getting a good deal," thereby increasing sales. The United States Court of
13 Appeals for the Ninth Circuit succinctly stated: "Most consumers have, at some point, purchased
14 merchandise that was marketed as being 'on sale' because the proffered discount seemed too
15 good to pass up. Retailers, well aware of consumers' susceptibility to a bargain, therefore have
16 an incentive to lie to their customers by falsely claiming that their products have previously sold
17 at a far higher 'original' price in order to induce customers to purchase merchandise at a
18 purportedly marked-down 'sale' price. Because such practices are misleading—and effective—
19 the California legislature has prohibited them." *Hinojos v. Kohl's Corp.*, 718 F.3d 1098, 1101
20 (9th Cir. 2013).

21 3. Kohl's has engaged in false reference pricing as a frequent business
22 practice, thereby misleading consumers. In fact, the People's investigation has uncovered that
23 Kohl's' use of false reference prices applies to thousands of products. Further, Kohl's continues
24 to engage in such deceptive (and illegal) acts, despite representing to a federal district court (in
25 April 2016) that it would no longer do so: "Kohl's agrees that its comparative advertising and

26 ¹ In addition to the instant action, the People are contemporaneously filing similar actions
27 against J.C. Penney Corporation, Inc., Macy's, Inc., and Sears Holdings Management Corporation
28 and Sears, Roebuck & Co. in the Los Angeles County Superior Court. The People anticipate
submitting notices of related cases, and thereafter requesting that all of these matters be
coordinated.

12/08/2016

1 pricing practices, as of the date of this Amended Settlement Agreement, and continuing forward,
2 will not violate Federal or California law, including California's specific price-comparison
3 advertising statutes."²

4 4. Despite these public representations, Kohl's continues to engage in this
5 misleading and deceptive business practice. While the private plaintiffs' bar has actively pursued
6 retailers, including Kohl's, for false reference pricing, it has been unable to curb this industry
7 practice. It is, therefore, incumbent on the People to take action, and the People respectfully
8 request this Court's assistance to protect Californians from such misleading and deceptive
9 business acts and practices.

10 **II. THE PARTIES**

11 5. The People bring this civil law enforcement action by and through Michael
12 N. Feuer, the Los Angeles City Attorney, pursuant to statutory authority provided under
13 California Business and Professions Code sections 17200, *et seq.* ("Unfair Competition Law")
14 and 17500, *et seq.* ("False Advertising Law").³

15 6. Kohl's Department Stores, Inc. is the primary operating company of Kohl's
16 Corporation, a publicly-traded Wisconsin corporation (NYSE: KSS), with its principal executive
17 offices in Menomonee Falls, Wisconsin. According to Kohl's Corporation's 2015 Annual Report
18 (for the fiscal year ending January 30, 2016) filed with the U.S. Securities & Exchange
19 Commission, Kohl's sells moderately-priced apparel, footwear, accessories, and beauty and home
20 products. Kohl's' merchandise includes both national brands, and private and exclusive brands
21 which are available only at Kohl's.

22 7. The true names and capacities of Defendants sued herein as Does 1 through
23 10, inclusive, are unknown to the People. The People therefore sue these Defendants by such
24 fictitious names. When the true names and capacities of these Defendants have been ascertained,
25 the People will seek leave of this Court to amend this Complaint to insert in lieu of such fictitious
26

27 ² See Amended Settlement Agreement (Dkt. 73-1) at p. 12, *Russell v. Kohl's Department*
Stores, Inc., No. 5:15-cv-01143-RGK-SP (C.D. Cal., Apr. 20, 2016).

28 ³ All further references are to California codes, unless otherwise noted.

11/10/2016

1 names the true names and capacities of the fictitiously-named Defendants. The People are
2 informed and believe, and thereon allege, that these Defendants participated in, and in some part
3 are responsible for, the illegal acts alleged herein. Each reference in this Complaint to Kohl's is
4 also a reference to all Defendants sued as Does.

5 8. Whenever reference is made in this Complaint to any act or omission of
6 Kohl's, such reference shall be deemed to mean that Kohl's officers, directors, employees, agents,
7 and/or representatives did, ratified, or authorized such act or omission while actively engaged in
8 the management, direction, or control of the affairs of Kohl's, or while acting within the course
9 and scope of their duties.

10 9. Whenever reference is made in this Complaint to any act or omission of
11 Defendants, such reference shall be deemed to mean the act or omission of each Defendant acting
12 jointly and severally.

13 **III. JURISDICTION AND VENUE**

14 10. Venue is proper in Los Angeles County, pursuant to Business and
15 Professions Code section 17204, because the violations alleged in this Complaint occurred in the
16 City and County of Los Angeles. This Court has jurisdiction pursuant to Article VI, section 10 of
17 the California Constitution and section 393 of the Code of Civil Procedure.

18 11. This Court has personal jurisdiction over Kohl's because: (i) a substantial
19 portion of the wrongdoing alleged in this Complaint took place in the State of California,
20 (ii) Kohl's is authorized to do business in this state, (iii) Kohl's has sufficient minimum contacts
21 with this state, and/or (iv) Kohl's otherwise intentionally avails itself of the markets in this state
22 through the promotion, marketing, and sale of its products in this state, thus rendering this Court's
23 exercise of jurisdiction permissible under traditional notions of fair play and substantial justice.

24 **IV. KOHL'S - COMPANY PROFILE**

25 12. Kohl's, one of the largest retailers in the United States, directly markets its
26 merchandise to consumers in the City of Los Angeles, across the State of California, and
27 throughout the nation via its e-commerce website (www.kohls.com) and other mediums.

28 13. In 2015 alone, Kohl's invested over \$1 billion in gross marketing costs.

EL/RR/ZRH

1 14. Kohl's marketing strategies have proven to be successful. In 2015, Kohl's
2 grossed over \$19.2 billion in total net sales. In addition, Kohl's website now has tens of millions
3 of visitors each month. However, Kohl's success has, in significant part, been the product of
4 unlawful, unfair, and fraudulent marketing and advertising practices.

5 15. Kohl's misleading and deceptive false price advertising scheme has played
6 a major role in Kohl's overall marketing and business strategy, and Kohl's has leveraged its
7 marketing expertise and technology to perpetrate a false price advertising scheme of massive
8 proportions to the detriment of California consumers.

9 **V. FALSE REFERENCE PRICING – AN OVERVIEW**

10 16. A retailer's "reference price," the stated price presented alongside the
11 retailer's "on sale" price, provides consumers a reference point with which to evaluate the
12 prospective purchase. The reference price is often described with terms such as "Regular Price,"
13 "Original Price," "Former Price," and/or "List Price."

14 17. A retailer's reference price impacts the consumer's behavior in the
15 marketplace. As the reference price increases, so does the consumer's perception of the value of
16 the transaction, the consumer's willingness to make the purchase, and the amount of money the
17 consumer is willing to pay for the product.

18 18. When the reference price is bona fide and truthful, it helps consumers make
19 informed purchasing decisions. In contrast, consumers are harmed when merchants advertise
20 their products alongside falsely-inflated former prices, *i.e.*, "false reference prices," as consumers
21 are provided a false sense of value. In this situation, the reference price is no longer informative
22 but deceptive because consumers are deprived of a full and fair opportunity to accurately evaluate
23 the specific sales offer in its relevant market.

24 19. The hidden nature of false discount pricing makes it effective. Consumers,
25 unaware of the practices at issue, instead complete their purchases feeling like they "got a good
26 deal." In addition, retailers make falsely-discounted sales without suspicion because consumers
27 do not have access to the comprehensive historical pricing information necessary to reveal the
28 fraud.

11/07/2017

1 20. Beyond the adverse impact upon consumers' welfare, the practice of
 2 employing false reference pricing also negatively affects the integrity of competition in retail
 3 markets. A retailer's use of false reference prices constitutes an unfair method of competition,
 4 injuring honest competitors that sell the same or similar products, or otherwise compete in the
 5 same market, using only valid and accurate reference prices.

6 21. Over the past forty years, a substantial body of research on the effects of
 7 reference prices (also referred to in the relevant literature as "advertised reference prices,"
 8 "external reference prices," and "comparative prices") shows that reference prices: (i) impact
 9 consumers' perceptions of the value of the sales deal; (ii) impact consumers' willingness to make
 10 the purchase; and (iii) decrease consumers' intentions to search for a lower price. Consumers
 11 form an "internal reference price," also known as an "expected price," an "aspirational price"
 12 (a price the consumer would like to pay), or a "normative price" (a price that is "fair").
 13 Consumers store and retrieve the "internal reference price" from memory to judge the merits of a
 14 specific price offer. Even where an advertised reference price is exaggerated and not itself
 15 completely believed, perceptions of value increase in comparison to a promotion with no
 16 advertised reference price. Thus, retailers' use of reference prices influences consumers'
 17 "internal reference price," and subsequently, increase consumers' willingness to purchase the
 18 product.

19 22. As a result of its effectiveness as a marketing practice, the use of false
 20 reference prices has proliferated recently, in both frequency and in degree. *See, e.g.,* David A.
 21 Friedman, *Reconsidering Fictitious Pricing*, 100 Min. L. Rev. 921, 923 (2016).

22 **VI. SPECIFIC LAWS RELATING TO FALSE REFERENCE PRICING**

23 23. Under California law, "[n]o price shall be advertised as a former price of
 24 any advertised thing, unless the alleged former price was the prevailing market price...within
 25 three months next immediately preceding the publication of the advertisement." CAL. BUS. &
 26 PROF. CODE § 17501.

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24. With respect to sales to consumers, California law prohibits “[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions.” CAL. CIV. CODE § 1770(a)(13).

VII. KOHL’S CONTINUES TO ENGAGE IN DECEPTIVE ADVERTISING

25. Kohl’s creates an illusion of savings by engaging in false reference pricing.

26. Kohl’s intends that customers will perceive that its reference prices actually stand for former prices regularly charged by Kohl’s.

27. Kohl’s deliberately and artificially sets the false reference prices high so that customers feel that they are getting a bargain when purchasing products.

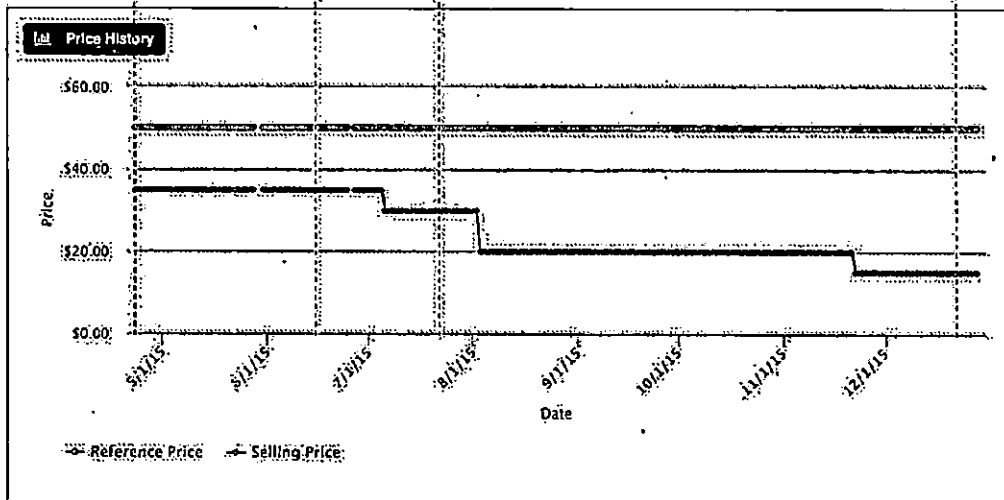
28. For example, on April 23, 2015, Kohl’s first offered for sale online an “Apt. 9® Empire Strapless Maxi Dress – Women’s,” a Kohl’s exclusive in-house product, as shown in the screenshot below:

12/16/2015

1 Apt. 9® Empire Strapless Maxi Dress - Women's
2 Product ID: 2044003

3 4/23/2015 6/15/2015 7/22/2015 12/21/2015
4 First Day Offered On Clearance

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22 29. On the first day Kohl's offered this item for sale online, the website
23 reflected an "original" price of \$50 and a "sale" price of \$35.

24 30. However, the purported "original" price of \$50 was a false reference price.
25 As reflected in the screenshot and price history chart above, Kohl's did not offer the item for sale
26 online for more than \$35, even though the website consistently showed a purported "original"
27 price of \$50 for the item. In fact, as time went on, the price of the item actually decreased
28 through additional false discounts. On July 22, 2015, for example, Kohl's offered the item at a

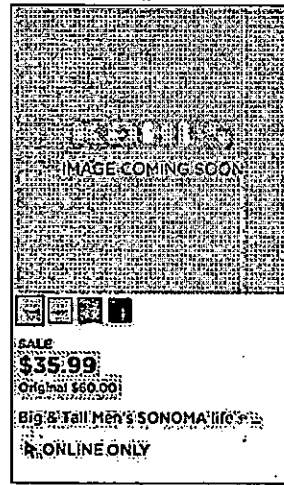

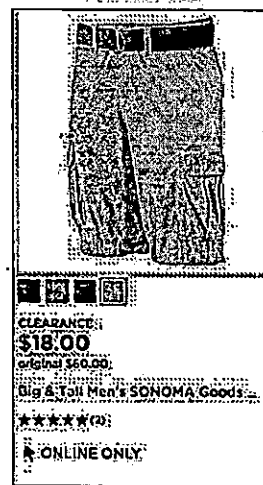
12/21/2015

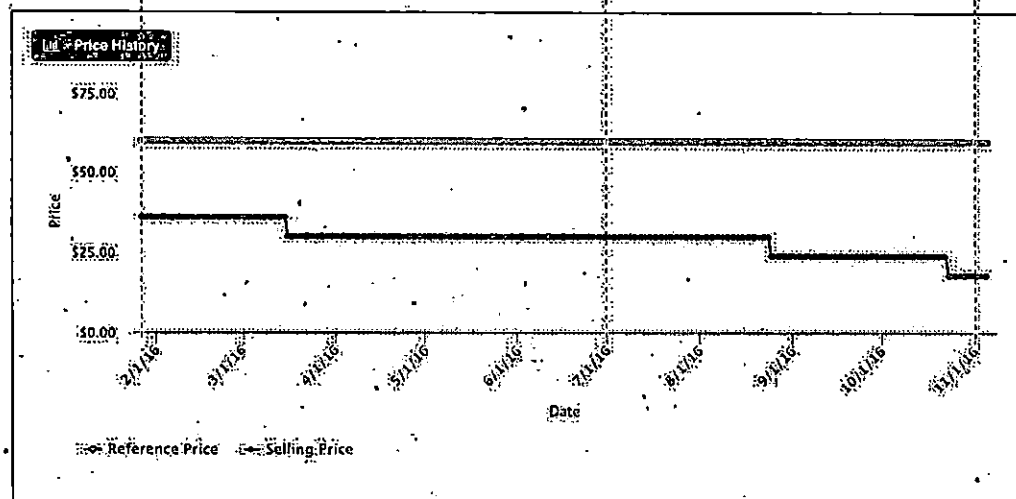
1 "sale" price of \$30, falsely advertising a discount from the \$50 false reference price. Later, on
2 December 21, 2015, Kohl's offered the item at a "clearance" price of \$15, falsely advertising an
3 even larger discount from the \$50 false reference price.

4 31. Another example is a "Big & Tall Men's SONOMA Goods for Life™
5 Belted Cargo Shorts," another Kohl's exclusive in-house product, which Kohl's first offered for
6 sale online on January 27, 2016, as shown in the screenshot below:

7 **Big & Tall Men's SONOMA Goods for Life™ Belted Cargo Shorts**
8 Product ID: 2320092

9

<p>10 <u>1/27/2016</u> First Day Offered:</p>  <p>11 12 13 14 15 16 SALE \$35.99 Original \$60.00 Big & Tall Men's SONOMA Goods for Life™ ONLINE ONLY</p>	<p>17 <u>7/1/2016</u></p>  <p>18 19 20 21 22 23 SALE \$29.99 Original \$60.00 Big & Tall Men's SONOMA Goods for Life™ ONLINE ONLY</p>	<p>24 <u>11/1/2016</u> On Clearance:</p>  <p>25 26 27 28 CLEARANCE \$18.00 Original \$60.00 Big & Tall Men's SONOMA Goods for Life™ ONLINE ONLY</p>
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32. On the first day Kohl's offered this item for sale online, the website showed an "original" price of \$60 and a "sale" price of \$35.99.

33. However, the purported "original" price of \$60 was a false reference price. As the screenshot and price history chart above shows, Kohl's did not offer the item for sale online for more than \$35.99, even though the website consistently showed a purported "original" price of \$60 for the item. In fact, as time went on, the price of the item actually decreased through additional false discounts. On July 1, 2016, for example, Kohl's offered the item at a "sale" price of \$29.99, falsely advertising a discount from the \$60 false reference price. Later, on November 1, 2016, Kohl's offered the item at a "clearance" price of \$18, falsely advertising an even larger discount from the \$60 false reference price.

34. A third example is a "Plus Size Jennifer Lopez Zebra Chiffon Caftan Maxi Dress," another Kohl's exclusive in-house product, which Kohl's first offered for sale online on July 7, 2016, as shown in the screenshot below:

12/06/2016

1 Plus Size Jennifer Lopez Zebra Chiffon Caftan Maxi Dress
2 Product ID: 2507058

3 7/7/2016
4 First Day Offered



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10 SALE
11 **\$75.00**
original \$100.00
Plus Size Jennifer Lopez Zebra ...
ONLINE ONLY

9/30/2016

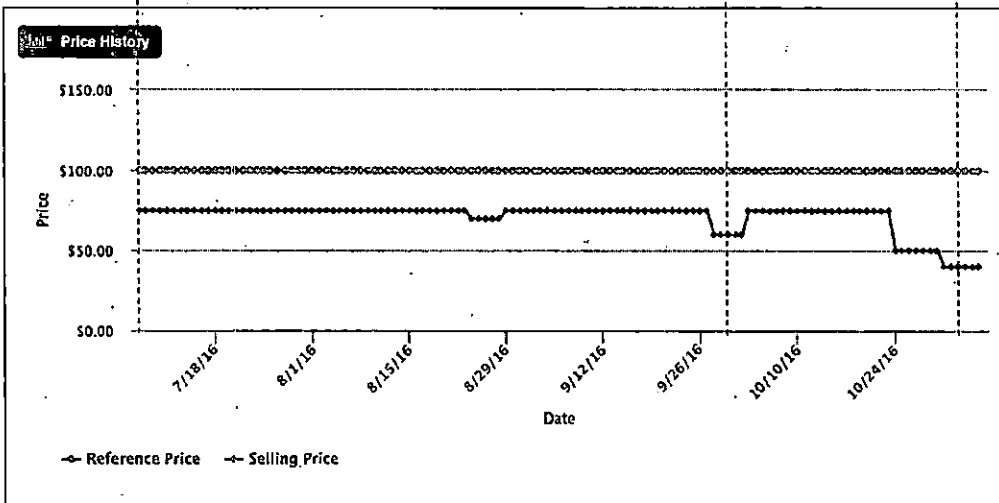


12 SALE
13 **\$60.00**
original \$100.00
Plus Size Jennifer Lopez Zebra ...
ONLINE ONLY

11/02/2016



14 SALE
15 **\$40.00**
original \$100.00
Plus Size Jennifer Lopez Zebra ...
ONLINE ONLY



22
23 35. On the first day Kohl's offered this item for sale online, the website
24 showed an "original" price of \$100 and a "sale" price of \$75.

25 36. However, the purported "original" price of \$100 was a false reference
26 price. As the screenshot and price history chart above shows, Kohl's did not offer the item for
27 sale online for more than \$75, even though the website consistently showed a purported
28 "original" price of \$100 for the item. In fact, as time went on, the price of the item actually

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1 decreased through additional false discounts. On September 30, 2016, for example, Kohl's
2 offered the item at a "sale" price of \$60, falsely advertising a discount from the \$100 false
3 reference price. Later, on November 2, 2016, Kohl's offered the item at a "sale" price of \$40,
4 falsely advertising an even larger discount from the \$100 false reference price.

5 **VIII. KOHL'S ONGOING USE OF FALSE REFERENCE PRICING**
6 **DIRECTLY CONTRADICTS ITS REPRESENTATIONS TO A FEDERAL COURT**
7 **THAT IT HAD STOPPED SUCH ILLEGAL PRACTICES**

8 37. Kohl's false advertising and pricing practices directly contradict its
9 representations to a federal district court in a private class action. In the Amended Settlement
10 Agreement in the matter styled *Russell v. Kohl's Department Stores, Inc.*, Case No. 5:15-cv-
11 01143-RGK-SP (C.D. Cal.) filed on April 20, 2016, Kohl's specifically represented that it would
12 not engage in illegal false reference pricing practices:

13 3.4 Injunctive Relief. As a direct result of this Litigation, Kohl's agrees that its
14 comparative advertising and pricing practices, as of the date of this Amended
15 Settlement Agreement, and continuing forward, will not violate Federal or
16 California law, including California's specific price-comparison advertising
17 statutes. As a direct result of this Litigation, Kohl's shall continue to enhance and
18 expand programs intended to promote pricing compliance with legal requirements,
19 including those requirements set forth in the Federal Trade Commission's
20 guidelines for the use of price comparisons in advertising (16 C.F.R. 233.1) and the
21 relevant comparative advertising provisions within California's Business and
22 Professions Code (Section 17501) and California Civil Code Section 1770 (a)(13).
23 More specifically, commencing within six (6) months, Kohl's compliance program
24 enhancements shall include the development and roll-out of enhanced pricing
25 compliance computer systems. In addition, commencing within six (6) months and
26 continuing for a period of at least four (4) years from the date of this Amended
27 Settlement Agreement Kohl's will also implement pricing compliance training
28 targeted at relevant buying office personnel, which shall be offered on a regular
basis, no less than annually, to ensure that new hires are also appropriately trained
on price-comparison advertising requirements.⁶

6 See Amended Settlement Agreement (Dkt. 73-1) at p. 12, *Russell v. Kohl's Department
Stores, Inc.*, No. 5:15-cv-01143-RGK-SP (C.D. Cal., Apr. 20, 2016).

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38. In support of preliminary approval of the proposed class settlement, Kohl's also filed a declaration stating:

With respect to injunctive relief, the settlement class also is receiving a material benefit. Kohl's has committed that its comparative advertising and pricing practices will comply with the law and that it will continue to enhance and expand programs intended to promote pricing compliance with those legal requirements. These programs will include the development and roll-out of enhanced pricing compliance computer systems, as well as implementing pricing compliance training targeted at relevant buying office personnel. This training will be offered on a regular basis to ensure that new hires are also appropriately trained. This is a substantial benefit both for the settlement class and consumers going forward.⁷

39. While the district court ultimately granted final approval of the proposed class settlement, there was no meaningful way to adequately monitor Kohl's pricing practices. Rather, the class representative, class counsel, and the district court relied on the purported truth of Kohl's representation that it had stopped the illegal practices as of April 2016, and would not continue to engage in them.

40. However, as alleged herein, Kohl's continues to engage in false advertising and pricing practices, contrary to its representations made to the district court and in direct violation of California law.

41. The People do not allege the falsity of Kohl's representations to the district court in the private class action to establish an additional basis for liability, but instead to illustrate why it is necessary for the People to pursue this civil law enforcement action.

IX. ENFORCEMENT AUTHORITY

(Business & Professions Code §§ 17200, *et seq.* and 17500, *et seq.*)

42. Business and Professions Code section 17200 defines "unfair competition" as "any unlawful, unfair or fraudulent business act or practice," and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.

⁷ See Declaration of James F. Speyer in Support of Preliminary Approval of Class Action Settlement (Dkt. No. 63-8) at ¶ 29 (Mar. 14, 2016).

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43. Pursuant to Business and Professions Code section 17206 and 17536, any person who engages, has engaged, or proposes to engage in unfair competition or false advertising shall be liable for a civil penalty not to exceed \$2,500 for each violation.

44. Pursuant to Business and Professions Code section 17206.1, in addition to any liability for a civil penalty pursuant to section 17206, any person who engages, has engaged, or proposes to engage in unfair competition against senior citizens or disabled persons may be liable for a civil penalty not to exceed \$2,500 for each violation.

45. Pursuant to Business and Professions Code sections 17203 and 17535, any person who engages, has engaged, or proposes to engage in unfair competition or false advertising may be enjoined in any court of competent jurisdiction, and the court may make such orders or judgments to prevent the use of any practice which constitutes unfair competition or false advertising, or as may be necessary to restore to any person in interest any money or property which may have been acquired by means of such unfair competition or false advertising.

46. Pursuant to Business and Professions Code sections 17205 and 17534.5, the remedies or penalties provided for violation of the Unfair Competition Law and False Advertising Law are cumulative to each other and to the remedies or penalties available under all other laws of the state.

12/18/2016

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FIRST CAUSE OF ACTION
VIOLATION OF UNFAIR COMPETITION LAW ("UCL")
AGAINST ALL DEFENDANTS

(Business & Professions Code §§ 17200, *et seq.*)

47. The People incorporate by reference all preceding allegations as though fully set forth herein.

48. Defendants Kohl's and Does 1 through 10, and each of them, have violated (and continue to violate) the UCL by engaging in the following unlawful business acts and practices:

a. Advertising merchandise (sold by Kohl's) with a listed former price even though the purported former price was not the prevailing market price within the three-month period immediately preceding the publication of those advertisements, in violation of Business and Professions Code section 17501; and

b. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions as to the merchandise sold by Kohl's, in violation of Civil Code section 1770(a)(13).

49. Defendants Kohl's and Does 1 through 10, and each of them, have violated (and continue to violate) the UCL by engaging in the following unfair business acts and practices:

a. Engaging in false reference pricing in connection with the merchandise that Kohl's sold (and continues to sell) such that California consumers (who could not have reasonably avoided such predatory schemes) are substantially injured, something that serves no benefit to consumers or competition; and

b. Engaging in false reference pricing in connection with the merchandise that Kohl's sold (and continues to sell) such that Defendants gain an unfair advantage over lawfully-competing retailers.

50. Defendants Kohl's and Does 1 through 10, and each of them, have violated (and continue to violate) the UCL by engaging in the following fraudulent business acts and

12/06/2018

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the FAL;

3. Pursuant to Business and Professions Code section 17206.1, all Defendants be assessed an additional civil penalty in the amount of \$2,500 for each violation of the UCL against senior citizens or disabled persons;

4. The People recover the costs of this action; and

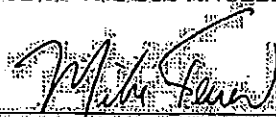
5. The People be granted such other and further relief as the Court may deem to be just and proper.

Respectfully submitted,

Dated: December 7, 2016:

OFFICE OF THE LOS ANGELES CITY ATTORNEY

By:



MICHAEL N. FEUER

Attorneys for Plaintiff,

THE PEOPLE OF THE STATE OF CALIFORNIA

1329548.9

12/08/2016

ORIGINAL

By Fax

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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 TELEPHONE NO: (213) 978-8097 FAX NO: (213) 978-8131

ATTORNEY FOR (Name): The People of The State of California

FOR COURT USE ONLY

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 Superior Court of California
 County of Los Angeles

DEC 08 2016

Sherril K. Carter, Executive Officer/Clerk
 By Judi Lara Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS: Same
 CITY AND ZIP CODE: Los Angeles, 90012
 BRANCH NAME: Stanley Mosk Courthouse

CASE NAME: The People of the State of California v. Kohl's Department Stores, Inc.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 6 48 087**
 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:
- | | | |
|--|---|--|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PIP/DWD (23) <p>Non-PIP/DWD (Other) Tort</p> <input checked="" type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PIP/DWD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (45) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (05)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary; b. nonmonetary declaratory or injunctive relief; c. punitive
4. Number of causes of action (specify): 2
5. This case is is not a class action suit
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015)

Date: December 7, 2016
 Michael J. Bostrom

Michael J. Bostrom
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

Form Adopted for Mandatory Use:
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400, 3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10
 www.courtinfo.ca.gov

ORIGINAL

By Fax

SHORT TITLE People v. Kohl's Department Stores, Inc.	CASE NUMBER BC 6 43 037
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|---|---|
| <ul style="list-style-type: none"> 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. | <ul style="list-style-type: none"> 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

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (46)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: People v. Kohl's Department Stores, Inc.	CASE NUMBER
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	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 checked="" 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 <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage Tort	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 <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/Warranty (not insurance) (06)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 6
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels: _____	2, 6
	Wrongful Eviction (39)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer	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

LACIV 109 (Rev. 2/16)
LASC Approved 03/04

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2:3
Page 2 of 4

SHORT TITLE		CASE NUMBER
People v. Kohl's Department Stores, Inc.		
A: Civil Case Cover Sheet Category No.	B: Type of Action: (Check only one)	C: Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108: Asset Forfeiture Case	2, 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	2, 8
	<input type="checkbox"/> A6152: Writ - Mandamus on Limited Court Case Matter	2
	<input type="checkbox"/> A6153: Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150: Other Writ/Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003: Antitrust/Trade Regulation	1, 2, 8
Construction Defect (10)	<input type="checkbox"/> A6007: Construction Defect	1, 2, 3
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006: Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)	<input type="checkbox"/> A6035: Securities Litigation Case	1, 2, 8
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036: Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014: Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141: Sister State Judgment	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, 5, 9
RICO (27)	<input type="checkbox"/> A6033: Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil 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"/> A6014: 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
Partnership/Corporation Governance (21)	<input type="checkbox"/> A6113: Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121: Civil Harassment	2, 3, 9
	<input type="checkbox"/> A6123: Workplace Harassment	2, 3, 9
	<input type="checkbox"/> A6124: Elder/Dependent Adult Abuse Case	2, 3, 9
	<input type="checkbox"/> A6190: Election Contest	2
	<input type="checkbox"/> A6110: Petition for Change of Name/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

01/07/08/77

ECIV-109 (Rev. 2/16)
LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.3
Page 3 of 4

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

REASON: <input 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: 200 North Main Street 500 City Hall East
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

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: December 7, 2016

[Handwritten Signature]
 (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.

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