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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LARRY TRAN, on behalf of himself and all others similarly situated,

Plaintiff,

v.

GOOD KARMA FOOD TECHNOLOGIES, INC., GOOD KARMA FOODS, INC., and DOES 1 through 10, inclusive,

Defendants.

Case No.: BC561218

CLASS ACTION

COMPLAINT FOR:

1. Violations of California's Unfair Competition Law, California Business & Professions Code § 17200 *et seq.*,
2. Violations of California's False Advertising Law, California Business & Professions Code § 17500 *et seq.*, and
3. Violations of California's Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*

DEMAND FOR JURY TRIAL

Plaintiff, by his counsel of record, brings this action on his own behalf and on behalf of all others similarly situated, and alleges the following upon personal knowledge, or where there is not personal knowledge, upon information and belief:

10/20/2014

INTRODUCTION

1. Food and beverage manufacturers have sought to capitalize on the fast-growing market for natural products, which is now a multi-billion dollar industry.

2. Unfortunately, not all manufacturers truthfully represent their products.

3. Instead, some manufactures seek to capture a share of the market by touting their products as "Natural" when in fact that is not true.

4. Defendants Good Karma Food Technologies, Inc. and Good Karma Foods, Inc. are examples of manufacturers and/or distributors who have sought to exploit the market for natural products by representing that their products are "NATURAL."

5. Good Karma Food Technologies, Inc. and/or Good Karma Foods, Inc. manufacture several food products, including a line of "FlaxMilk" beverage products which include the Good Karma FlaxMilk (Original) product. Good Karma Food Technologies, Inc. and/or Good Karma Foods, Inc. prominently label these products as "NATURAL" when in fact they contain non-natural ingredients, including artificial or synthetic ingredients.

6. This lawsuit seeks redress on behalf of a California class of consumers who purchased any of the Good Karma FlaxMilk Products which claimed to be "NATURAL."

JURISDICTION AND VENUE

7. This class action is brought pursuant to California Code of Civil Procedure § 382 and California Civil Code § 1781.

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court "original jurisdiction" of this type of action.

9. The amount in controversy exceeds $25,000 and, thus, exceeds the minimum jurisdiction limits of the Superior Court and will be established according

to proof at trial. For example, but without limitation, the demand that Defendants refund and restore to Plaintiff and all Class members all monies they paid for the Good Karma FlaxMilk Products, alone totals more than $25,000 in the value of property or recovery sought. Moreover, among other relief, injunctive relief is sought.

10. This Court has personal jurisdiction over all Defendants because all Defendants conduct business in California, intentionally avail themselves of the markets and benefits of California through their marketing and sales of the products at issue in California so as to render the exercise of jurisdiction by this Court consistent with traditional notions of fair play and substantial justice, and a substantial part of the acts and omissions giving rise to the claims occurred within California and the County of Los Angeles.

11. This Court is the appropriate venue for this action because Defendants have done and continue to do business in the County of Los Angeles, Defendants have intentionally availed themselves of the markets within the County of Los Angeles through the promotion, marketing, sale and distribution of their products within the County of Los Angeles, and this is a class action case in which a substantial part of the transactions, acts and omissions giving rise to the claims occurred within the County of Los Angeles, California.

PARTIES

12. Plaintiff, LARRY TRAN, is and at all times relevant hereto was a resident and citizen of the State of California.

13. Defendant GOOD KARMA FOOD TECHNOLOGIES, INC. is a corporation organized and existing under the laws of the State of Wisconsin.

14. Defendant GOOD KARMA FOODS, INC. is a business entity of an unknown type.

15. Defendants Good Karma Food Technologies, Inc. and/or Good Karma Foods, Inc. manufacture, market, and sell their products throughout the State of California. Defendants Good Karma Food Technologies, Inc. and/or Good Karma Foods, Inc. sell their food products to consumers through grocery and other retail stores throughout the State of California.

16. At all times mentioned in this Complaint, Defendants and each of them were the agents, employees, joint venturer, and or partners of each other and were acting within the course and scope of such agency, employment, joint venturer and or partnership relationship and or each of the Defendants ratified and or authorized the conduct of each of the other Defendants.

17. Plaintiff does not know the true names and capacities of defendants sued herein as DOES 1 through 10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff is informed and believes that each of the DOE defendants was in some manner legally responsible for the wrongful and unlawful conduct and harm alleged herein. Plaintiff will amend this Complaint to set forth the true names and capacities of these defendants when they have been ascertained, along with appropriate charging allegations.

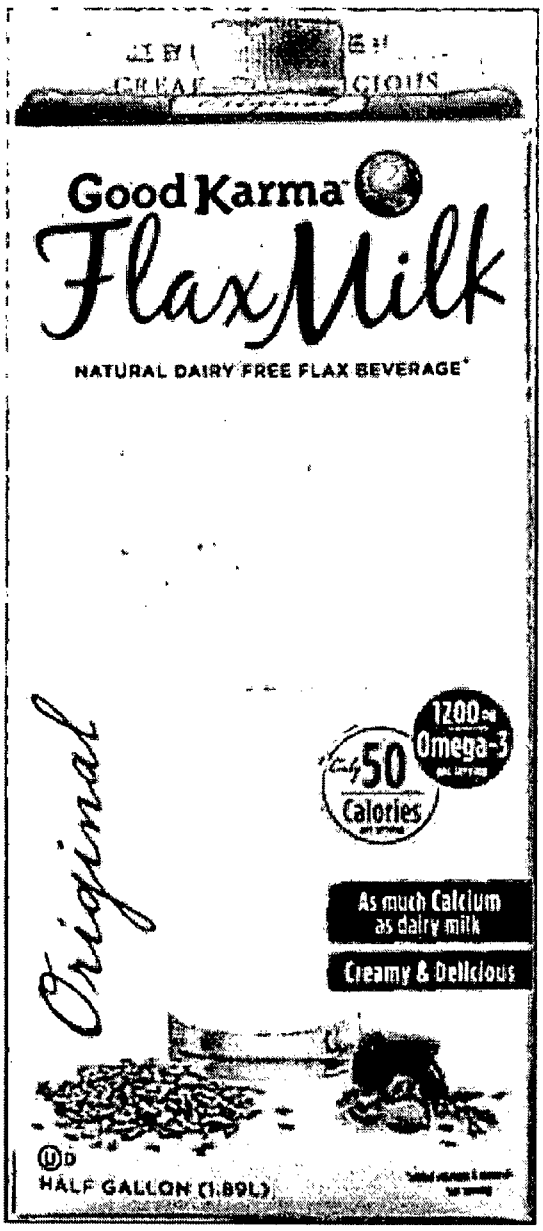
18. Defendants Good Karma Food Technologies, Inc., Good Karma Foods, Inc. and DOES 1 through 10 are collectively referred to as Defendants.

FACTUAL ALLEGATIONS CONCERNING GOOD KARMA FLAXMILK PRODUCTS

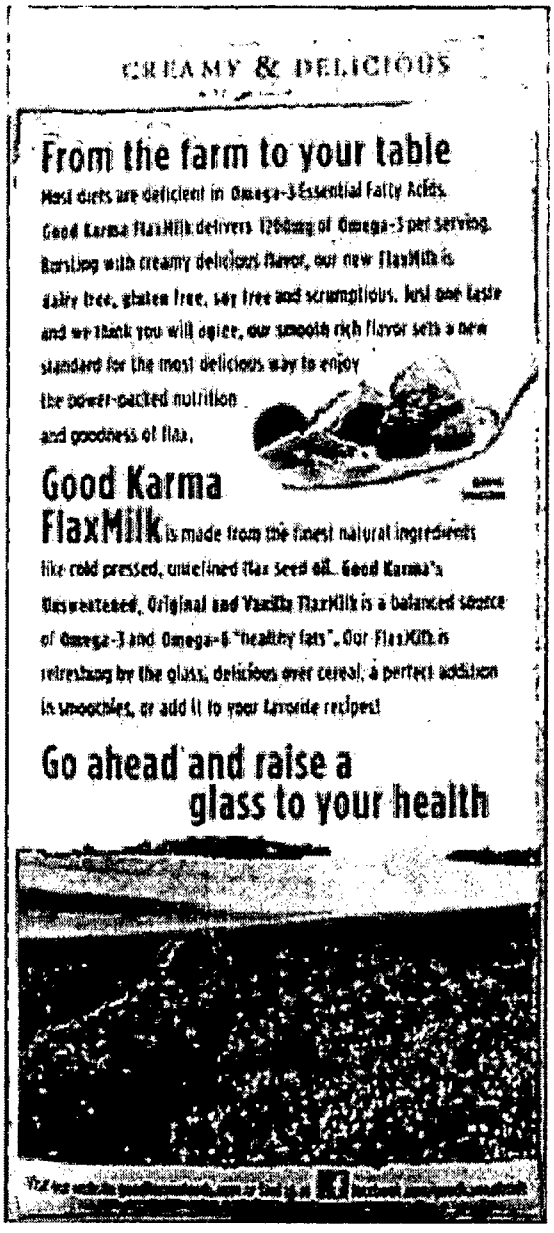
19. Within the last four years, Plaintiff Larry Tran purchased some of Defendants' Good Karma FlaxMilk Products[1], including the Good Karma FlaxMilk (Original) product.

[1] The phrase "Good Karma FlaxMilk Products" as used in this Complaint includes the Good Karma FlaxMilk (Original) product and the Substantially Similar Products described in paragraphs 47 through 50, below.

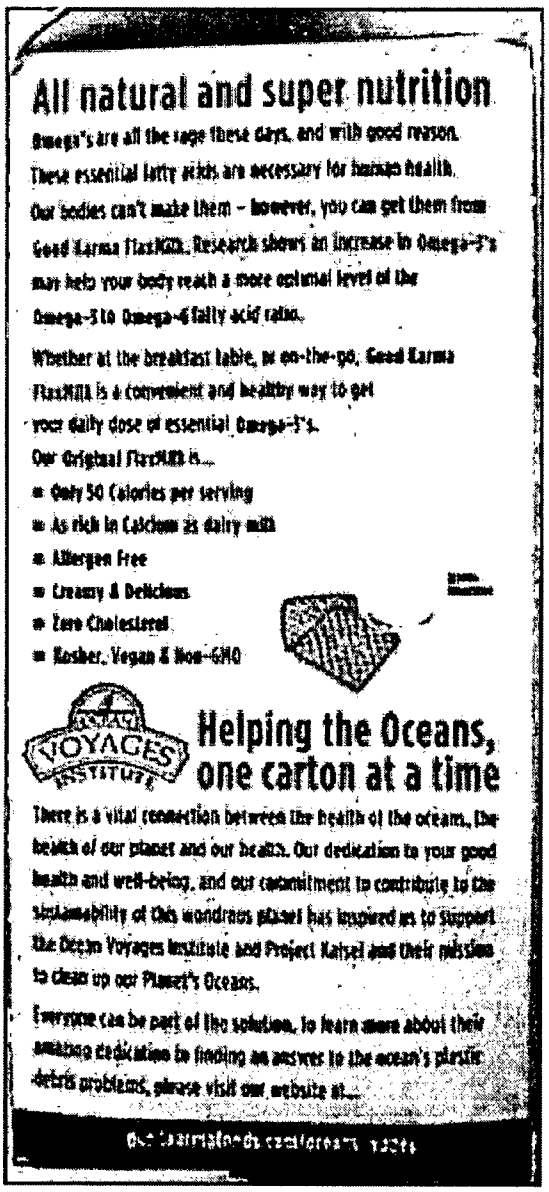
20. The Good Karma FlaxMilk (Original) product purchased by Plaintiff Larry Tran has the following labels:



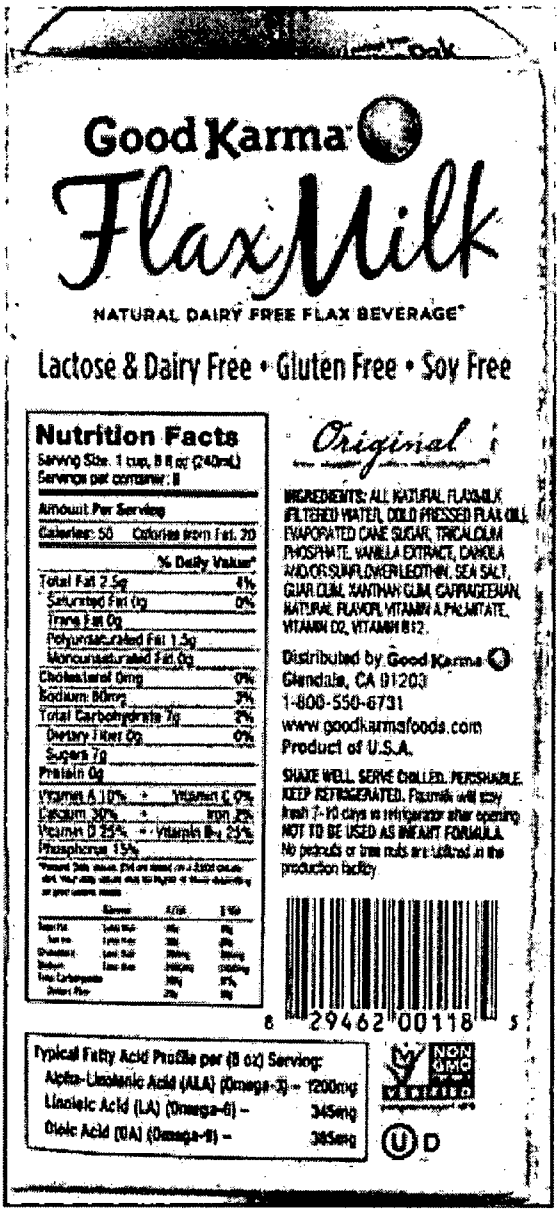
(Front)



(Back)



(Side)



(Side)

(Top)

10/20/2014

21. The label of the Good Karma FlaxMilk (Original) product includes the following representations on the product's package:

"NATURAL" (front of package)

"NATURAL" (top of package)

"Good Karma FlaxMilk is made from the finest natural ingredients" (back of package)

"All natural and super nutrition" (side of package)

"NATURAL" (side of package).

22. The ingredients on the side label of the Good Karma FlaxMilk (Original) product's package states as follows:

> "**INGREDIENTS:** ALL NATURAL FLAXMILK (FILTERED WATER, COLD PRESSED FLAX OIL), EVAPORATED CANE SUGER, TRICALCIUM PHOSPHATE, VANILLA EXTRACT, CANOLA AND/OR SUNFLOWER LECITHIN, SEA SALT, GUAR GUM, XANTHAN GUM, CARRAGEENAN, NATURAL FLAVOR, VITAMIN A PALMITATE, VITAMIN D2, VITAMIN B12."

23. Defendants unlawfully misbranded and falsely, misleadingly and deceptively represented the Good Karma FlaxMilk (Original) product as "NATURAL" despite that it contains non-natural ingredients, including the following artificial or synthetic ingredients: Tricalcium Phosphate, Xanthan Gum, Vitamin A Palmitate, Vitamin D2, Vitamin B12[2]

24. The size and placement of ingredients, which appear in smaller print and on the side of each of the Good Karma FlaxMilk Products' packaging, are in stark contrast to the conspicuous "NATURAL" representations, which appear in larger print and in more prominent locations on the packaging.

[2] Plaintiff reserves the right to amend these allegations if additional investigation or discovery reveals other non-natural ingredients.

25. Reasonable consumers, including Plaintiff, do not have the specialized knowledge necessary to identify ingredients in Good Karma FlaxMilk Products as being inconsistent with the "NATURAL" claims.

26. A claim that a product is "NATURAL" is material to a reasonable consumer.

27. A reasonable consumer would expect that a product labeled as "NATURAL" does not contain any artificial, synthetic or extensively processed ingredients.

28. This expectation of a reasonable consumer is consistent with the common use of the word "natural" as well as with the views of the federal government and its agencies.

29. The Food and Drug Administration ("FDA") has repeatedly stated its policy to restrict the use of the term "natural" in connection with added color, synthetic substances and flavors addressed in 21 C.F.R. § 101.22.

30. 21 C.F.R. § 101.22 distinguishes between artificial versus natural foods, spices, flavorings, colorings, and preservatives on food labels. Any coloring or preservative can preclude the use of the term "natural" even if the coloring or preservative is derived from natural sources.

31. The Food and Drug Administration ("FDA") has repeatedly affirmed its policy through guidelines that define the appropriate boundaries for using the term "natural." According to the FDA:

> "The agency will maintain its current policy ... not to restrict the use of the term 'natural' except for added color, synthetic substances, and flavors as provided in § 101.22. Additionally, **the agency will maintain its policy ... regarding the use of 'natural' as meaning that nothing artificial or synthetic (including all color additives regardless of source) has been included in, or has been added to, a food that would not normally be expected to be in the food.** Further ... the agency will continue to distinguish between natural and

artificial flavors as outlined in § 101.22." 58 Federal Register 2302, 2407 (Jan. 6, 1993).

32. The FDA Compliance Policy Guide Sec. 587.100 further provides that: "The use of the words 'food color added,' 'natural color,' or similar words containing the term 'food' or 'natural' may be erroneously interpreted to mean the color is a naturally occurring constituent in the food. Since all added colors result in an artificially colored food, we would object to the declaration of any added color as 'food' or 'natural.'"

33. Defendants engaged in an extensive and long-term advertising campaign labeling and otherwise marketing their Good Karma FlaxMilk Products, including the Good Karma FlaxMilk (Original) product, as "NATURAL" when, in fact, they are not "NATURAL."

34. Defendants and each of them were well aware that Tricalcium Phosphate, Xanthan Gum, Vitamin A Palmitate, Vitamin D2 and Vitamin B12 are not "NATURAL." Among other facts that were known to Defendants, Defendants knew about the facts set forth in paragraphs 35 through 40, below.

35. **Tricalcium Phosphate** is a synonym for Calcium Phosphate, tribasic. It has an International Numbering System for Food Additives ("INS") number of INS No. 341(iii). It consists of a variable mixture of calcium phosphates with an approximate chemical composition of $10CaO \cdot 3P2O5 \cdot H2O$. The Code of Federal Regulations at 7 C.F.R. § 205.605(b), identifies Calcium Phosphate, tribasic (also known as Tricalcium Phosphate) as a synthetic substance.

36. **Xanthan Gum** is also identified as a synthetic substance by the Code of Federal Regulations, at 7 C.F.R. § 205.605(b). "The additive [Xanthan Gum] is a polysaccharide gum derived from Xanthomonas campestris by a pure-culture fermentation process and purified by recovery with isopropyl alcohol. It contains D-glucose, D-mannose, and D-glucuronic acid as the dominant hexose units and is manufactured as the sodium, potassium, or calcium salt." 21 C.F.R. § 172.695(a).

Further, Isopropyl Alcohol, which as stated above, is used in the manufacturing process of Xanthan Gum, is itself a synthetic substance. 21 C.F.R. § 172.515(b).

37. **Vitamin A Palmitate** "Vitamin A palmitate (retinyl palmitate; CAS Reg. No. 79-81-2) is the palmitate ester of retinol. It is prepared by esterifying retinol with palmitic acid." 21 C.F.R. § 184.1930(a)(3).

38. **Vitamin D2**, which is a non-natural and irradiated substance, is added to foods in either a crystalline form or a resin form. 21 C.F.R. § 184.1950(a)(1) and (a)(3). "Crystalline vitamin D2 (C28H44O, CAS Reg. No. 50-14-6), also known as ergocalciferol, is the chemical 9,10-seco(5Z,7E,22E)-5,7,10(19),22-ergostatetraen-3-ol. The ingredient is produced by ultraviolet irradiation of ergosterol isolated from yeast and related fungi and is purified by crystallization." 21 C.F.R. § 184.1950(a)(1). "Vitamin D2 resin [is] the concentrated form[] of irradiated ergosterol (D2) [] that are separated from the reacting materials in [the Crystalline vitamin D2 process set forth above]." 21 C.F.R. § 184.1950(a)(3).

39. **Vitamin B12** "Vitamin B12, also known as cyanocobalamin (C63H88CoN14O14P, CAS Reg. No. 68-0919-099), is produced commercially from cultures of Streptomyces griseus." 21 C.F.R. § 184.1945(a).

40. The Code of Federal Regulations defines the term "synthetic" as "A substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes." 7 C.F.R. § 205.2; *Rojas v. General Mills, Inc.*, No. 12-cv-05099-WHO, 2014 WL 1248017 *1 (N.D. Cal. March 26, 2014).

41. Plaintiff Larry Tran purchased certain Good Karma FlaxMilk Products, including the Good Karma FlaxMilk (Original) product, in reliance on Defendants' representations and omissions on the products' labels that the products were "NATURAL."

42. Plaintiff Larry Tran reasonably and justifiably relied on the "NATURAL" representations on Good Karma FlaxMilk Products, including the Good Karma FlaxMilk (Original) product, and based his decision to purchase such products in substantial part on such representations.

43. Plaintiff Larry Tran also reasonably assumed that the Good Karma FlaxMilk Products were not misbranded and were legal to offer for sale and to purchase.

44. Plaintiff Larry Tran was misled and deceived by Defendants' misbranded products and label representations and would not have purchased the Good Karma FlaxMilk Products, including the Good Karma FlaxMilk (Original) product, in the absence of the foregoing "NATURAL" representations and omissions.

45. Plaintiff Larry Tran relied on Defendants' misbranded labels and false, misleading and deceptive labeling claims and omissions and suffered injury in fact and a loss of money with each purchase of Defendants' Good Karma FlaxMilk Products.

46. As a result of Defendants' misbranding and false, misleading and deceptive labeling claims and omissions, consumers such as Plaintiff did not receive the benefit of their bargain when they purchased Good Karma FlaxMilk Products. They each paid money for a product(s) that is misbranded (and therefore has no value as a matter of law), and is not what it claims to be or what they bargained for. They also paid a premium for the Good Karma FlaxMilk Products and lost the opportunity to purchase and consume other, truly all natural foods.

47. In addition to the Good Karma FlaxMilk (Original) product, Defendants also misbranded and misrepresented other substantially similar Good Karma FlaxMilk products ("Substantially Similar Products"). Each of the Substantially Similar Products makes the same "NATURAL" label misrepresentations and violates the same California Sherman Food, Drug, And

Cosmetic Law, California Health & Safety Code § 109875 *et seq.*, laws as the Good Karma FlaxMilk (Original) product.

48. The Substantially Similar Products include the following Good Karma FlaxMilk products labeled as "NATURAL:"

- Good Karma FlaxMilk (Vanilla) product; and
- Good Karma FlaxMilk (Unsweetened) product.

49. The Good Karma FlaxMilk (Original) product, the Good Karma FlaxMilk (Vanilla) product and the Good Karma FlaxMilk (Unsweetened) product are part of the same line of Defendants' FlaxMilk products and use the same size and type of packaging but are each a different flavor.

50. Like the Good Karma FlaxMilk (Original) product, the Good Karma FlaxMilk (Vanilla) product and the Good Karma FlaxMilk (Unsweetened) product each also contain the ingredients Tricalcium Phosphate, Xanthan Gum, Vitamin A Palmitate, Vitamin D2 and Vitamin B12.

51. Plaintiff reserves the right to add additional products to the list of Substantially Similar Products set forth in paragraph 48, above, based upon additional investigation or discovery.

52. Defendants know that consumers are willing to pay for all .natural products. Defendants advertise the Good Karma FlaxMilk Products with the intention that consumers rely on the affirmative misrepresentations of fact on their labeling that the products are "NATURAL." Further, Defendants' omissions of the material fact that the products include ingredients that are not "NATURAL," but instead contain artificial, synthetic or extensively processed ingredients, are likely to deceive reasonable consumers.

53. Defendants know that the Good Karma FlaxMilk Products, including the Good Karma FlaxMilk (Original) product, are misbranded and that their labeling claims and omissions are false, misleading, deceptive, and likely to deceive reasonable consumers.

54. Yet, Defendants have engaged in their misbranding and with their misrepresentations of fact and omissions of fact in furtherance of their motive to sell and profit from the Good Karma FlaxMilk Products on the backs and at the expense of consumers and the consuming public.

CLASS ACTION ALLEGATIONS

55. Plaintiff brings this class action on behalf of himself and all other persons similarly situated pursuant to California Code of Civil Procedure § 382 and California Civil Code Section § 1781.

56. The class ("Class") which Plaintiff seeks to represent is defined as:

> "All persons, who are citizens of the State of California, and who, within four years from the date of filing this action, purchased any of the Good Karma FlaxMilk Products which was labeled "NATURAL."[3]

57. Excluded from the Class are Defendants and their directors, officers and employees, and any person who is not a citizen of the State of California.

58. Numerosity: The Class is so numerous that joinder of all individual members in one action would be impracticable. The disposition of their claims through this class action will benefit both the parties and this Court.

59. Plaintiff is informed and believes and thereon alleges that there are, at a minimum, many thousands of members that comprise the Class.

60. Members of the Class may be notified of the pendency of this action by techniques and forms commonly used in class actions, such as by published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to this class and deemed necessary and or appropriate by the Court.

[3] Plaintiff reserves the right to amend or otherwise modify the Class definition and/or add subclasses.

61. Common Questions of Fact and Law: There are a well-defined community of interest and common questions of fact and law affecting the members of the Class.

62. The questions of fact and law common to the Class predominate over questions which may affect individual members and include the following:

(a) Whether Defendants' "NATURAL" representations are unlawful, unfair, deceptive, untrue or misleading;

(b) Whether Defendants violated California Business and Professions Code § 17200 *et seq.*;

(c) Whether Defendants violated California Business and Professions Code § 17500 *et seq.*;

(d) Whether Defendants violated California Civil Code § 1750 *et seq.*; and

(e) The relief, including injunctive and other equitable relief, to which Plaintiff and the Class are entitled.

63. Typicality: Plaintiff's claims are typical of the claims of the entire Class. Plaintiff and all Class members each bought one or more of Defendants' products which are at issue in this case. The claims of Plaintiff and members of the Class are based on the same legal and remedial theories and arise from the same unlawful conduct.

64. Adequacy of Representation: Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class which Plaintiff seeks to represent. Plaintiff will fairly, adequately, and vigorously represent and protect the interests of the Class and has no interests antagonistic to the Class. Plaintiff has retained counsel who is competent and experienced in the prosecution of class action litigation.

65. Superiority: A class action is superior to other available means for the fair and efficient adjudication of the claims of the Class. While the aggregate

damages which may be and if awarded to the Class are likely to be substantial, the actual economic damages suffered by individual members of the Class are likely relatively small. As a result, the expense and burden of individual litigation makes it economically infeasible and procedurally impracticable for each member of the Class to individually seek redress for the wrongs done to them. The likelihood of individual Class members prosecuting separate claims is remote. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments, and would increase the delay and expense to all parties and the court system resulting from multiple trials of the same factual issues. In contrast, the conduct of this matter as a class action presents fewer management difficulties, conserves the resources of the parties and the court system, and would protect the rights of each member of the Class. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

66. Injunctive or Declaratory Relief: A class action is also appropriate because Defendants have acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole.

FIRST CAUSE OF ACTION

For Violation of California's Unfair Competition Law,

California Business & Professions Code § 17200 *et seq.*

(On Behalf of Plaintiff and the Class as against all Defendants including DOES 1 through 10)

67. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

68. Plaintiff asserts this claim on behalf of himself and the Class as against Defendants and each of them.

69. "California's unfair competition law (UCL) (§ 17200 *et seq.*) defines 'unfair competition' to mean and include 'any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by [the false advertising law (§ 17500 *et seq.*)].'" *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 949 (2002).

70. "The UCL's purpose is to protect both consumers and competitors by promoting fair competition in commercial markets for goods and services." *Kasky*, 27 Cal.4th at 949.

71. Defendants have violated the UCL in several of the following ways, each of which are independently actionable:

Unlawful (Sherman Law Misbranding Violations)

72. Defendants' conduct of labeling, advertising and otherwise representing their products as "NATURAL" is unlawful and constitutes misbranding under the Sherman Food, Drug, And Cosmetic Law, California Health & Safety Code § 109875 *et seq.* (the "Sherman Law").

73. California's Sherman Law adopts, incorporates – and is identical – to the relevant provisions of the federal Food Drug and Cosmetic Act, 21 U.S.C. § 301 *et seq.* ("FDCA").[4]

74. The Sherman Law expressly states that "Any food is misbranded if its labeling is false or misleading in any particular." California Health & Safety Code § 110660.[5]

75. The Sherman Law also provides that "Any food is misbranded if any word, statement, or other information required pursuant to this part to appear on the

[4] Through the Sherman Law, California has also adopted all federal food labeling regulations as its own: "All food labeling regulations and any amendments to those regulations adopted pursuant to the federal act ... shall be the food labeling regulations of this state." California Health & Safety Code § 110100. "'Federal act' means the federal Food, Drug, and Cosmetic Act, as amended (21 U.S.C. Sec. 301 *et seq.*)." California Health & Safety Code § 109930.

[5] Identical to FDCA 21 U.S.C. § 343(a).

label or labeling is not prominently placed upon the label or labeling with conspicuousness, as compared with other words, statements, designs, or devices in the labeling and in terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use." California Health & Safety Code § 110705.[6]

76. The Sherman Law expressly states that "Any food is misbranded if it bears or contains any artificial flavoring, artificial coloring, or chemical preservative, unless its labeling states that fact." California Health & Safety Code § 110740.[7]

77. The Sherman Law also provides that a food is misbranded if its label does not clearly state "the common or usual name of the food" or "the common or usual name of each ingredient." California Health & Safety Code §§ 110720. 110725.[8]

78. Misbranded food is unlawful and has no value as it may not be manufactured, delivered, held, offered for sale, or otherwise received in commerce.

79. "It is unlawful for any person to misbrand any food." California Health & Safety Code § 110765.

80. "It is unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded." California Health & Safety Code § 110760.

81. "It is unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer for delivery any such food." California Health & Safety Code § 110770.

82. Defendants manufactured, delivered, held, offered for sale, sold and/or otherwise received into commerce their misbranded products.

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[6] Identical to FDCA 21 U.S.C. § 343(f).

[7] Identical to FDCA 21 U.S.C. § 343(k).

[8] Identical to FDCA 21 U.S.C. § 343(g); and 21 C.F.R. § 101.4(a)(1), 21 C.F.R. § 102.5(a), (d).

83. Defendants sold their misbranded products throughout California.

84. As a result of Defendants' conduct, Plaintiff and Class members purchased misbranded products which have no value and are not saleable, as a matter of law, and Plaintiff and Class members suffered injury in fact and lost money or property as a result of Defendants' conduct.

Unlawful (Other Violations)

85. In addition to Defendants' misbranding violations set forth above, Defendants have also violated the UCL by violating other laws including, but not limited to, the following:

86. Defendants' conduct violates the advertising prohibitions under the Sherman Law, California Health & Safety Code §§ 110390, 110395, 110398 and 110400.

87. Defendants' conduct violates California's False Advertising Law, California Business & Professions Code § 17500 *et seq.*

88. Defendants' conduct violates California's Consumers Legal Remedies Act., California Civil Code § 1750 *et seq.*

Unfair

89. Defendants' conduct is unfair under the UCL because it offends established public policy and/or is immoral, unethical, oppressive, unscrupulous and/or substantially injurious to Plaintiff and the Class. Defendants' conduct undermines and violates the spirit and policies underlying the Sherman Law, the False Advertising Law, and the Consumers Legal Remedies Act. There is no legitimate utility of Defendants' conduct, let alone any that would outweigh the harm to Plaintiff and the Class.

90. Plaintiff and Class members did not know and, as reasonable consumers had no way of reasonably knowing that the products were misbranded and were not properly marketed, advertised, packaged and labeled, and thus could not have reasonably avoided the injury each of them suffered.

Fraudulent

91. Defendants' conduct is also fraudulent under the UCL because it is likely to deceive reasonable consumers.

Unfair, Deceptive, Untrue or Misleading Advertising

92. As described herein, Defendants' conduct also violates the UCL because the conduct constitutes unfair, deceptive, untrue and/or misleading advertising.

Relief Sought

93. As a result of Defendants' conduct and violations of the UCL, Plaintiff and Class members suffered injury in fact and lost money or property.

94. Defendants' conduct, unless restrained, is likely to recur.

95. Plaintiff, on behalf of himself and Class members, seeks equitable relief requiring Defendants to refund and restore to Plaintiff and all Class members all monies they paid for the Good Karma FlaxMilk Products, and injunctive relief prohibiting Defendants from engaging in the misconduct described herein.

SECOND CAUSE OF ACTION

For Violation of California's False Advertising Law,

California Business & Professions Code § 17500 *et seq.*

(On Behalf of Plaintiff and the Class as against

all Defendants including DOES 1 through 10)

96. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

97. Plaintiff asserts this claim on behalf of himself and the Class as against Defendants and each of them.

98. Both the UCL and California's False Advertising Law prohibit "'not only advertising which is false, but also advertising which[,] although true, is either actually misleading or which has a capacity, likelihood or tendency to deceive or

confuse the public.' [Citation.] Thus, to state a claim under either the UCL or the false advertising law, based on false advertising or promotional practices, 'it is necessary only to show that `members of the public are likely to be deceived.'" *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 951 (2002).

99. As stated in this Complaint, Defendants publicly disseminated untrue or misleading advertising or intended not to sell Good Karma FlaxMilk Products as advertised in violation of California Business & Professional Code § 17500 *et seq.*, by, *inter alia,* representing that Good Karma FlaxMilk Products are "NATURAL," when they are not.

100. Defendants committed such violations of the False Advertising Law with actual knowledge or in the exercise of reasonable care should have known the representations were untrue or misleading.

101. As a result of Defendants' conduct and violations of the UCL, Plaintiff and Class members suffered injury in fact and lost money or property.

102. Defendants' conduct, unless restrained, is likely to recur.

103. Plaintiff, on behalf of himself and Class members, seeks equitable relief requiring Defendants to refund and restore to Plaintiff and all Class members all monies they paid for the Good Karma FlaxMilk Products, and injunctive relief prohibiting Defendants from engaging in the misconduct described herein.

THIRD CAUSE OF ACTION

For Violation of California's Consumers Legal Remedies Act,

California Civil Code § 1750 *et seq.*

(On Behalf of Plaintiff and the Class as against all Defendants including DOES 1 through 10)

104. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

105. Plaintiff asserts this claim on behalf of himself and the Class as against Defendants and each of them.

106. Defendants' representations, omissions and conduct have violated, and continue to violate California's Consumers Legal Remedies Act ("CLRA"), because they extend to transactions that are intended to result, or which have resulted, in the sale of goods to consumers, including Plaintiff and the Class.

107. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(5) which prohibits "Representing that goods or services have ... characteristics, ingredients, uses, benefits, or quantities which they do not have."

108. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(7) which prohibits "Representing that goods or services are of a particular standard, quality, or grade ... if they are of another."

109. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(9) which prohibits "Advertising goods ... with intent not to sell them as advertised."

110. Defendants' conduct violates the CLRA, Civil Code § 1770(a)(16) which prohibits "Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not."

111. Defendants' Good Karma FlaxMilk Products are "goods" within the meaning of Civil Code §§ 1761(a) and 1770.

112. Plaintiff and Class members are "consumers" within the meaning of Civil Code §§ 1761(d) and 1770.

113. Each purchase of Defendants' Good Karma FlaxMilk Products by Plaintiff and each Class member constitutes a "transaction" within the meaning of Civil Code §§ 1761(e) and 1770.

114. Defendants' conduct, unless restrained, is likely to recur.

115. Plaintiff, on behalf of himself and Class members, seeks injunctive relief prohibiting Defendants from engaging in the misconduct described herein.

116. No relief of any kind, other than injunctive relief, is currently sought pursuant to this CLRA cause of action.

117. No damages of any kind are currently sought pursuant to this CLRA cause of action.

118. The CLRA Civil Code § 1782(d) states in pertinent part as follows:

> "An action for injunctive relief brought under the specific provisions of Section 1770 may be commenced without compliance with subdivision (a) [notice requirement]. Not less than 30 days after the commencement of an action for injunctive relief, and after compliance with subdivision (a) [notice requirement], the consumer may amend his or her complaint without leave of court to include a request for damages."

119. The CLRA, Civil Code § 1782(a), states as follows:

> "(a) Thirty days or more prior to the commencement of an action for damages pursuant to this title, the consumer shall do the following:
>
> (1) Notify the person alleged to have employed or committed methods, acts, or practices declared unlawful by Section 1770 of the particular alleged violations of Section 1770.
>
> (2) Demand that the person correct, repair, replace, or otherwise rectify the goods or services alleged to be in violation of Section 1770.
>
> The notice shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the place where the transaction occurred or to the person's principal place of business within California."

120. Pursuant to Civil Code § 1782(a), Plaintiff will provide Good Karma Food Technologies, Inc. and Good Karma Foods, Inc. with notice of its CLRA violations by certified mail return receipt requested. If Good Karma Food Technologies, Inc. and Good Karma Foods, Inc. fail to provide appropriate relief for the CLRA violations, Plaintiff will amend this Complaint to seek monetary damages

(compensatory, punitive, etc.) and other relief under the CLRA on behalf of Plaintiff and the Class.

121. Attached hereto is the venue declaration required by CLRA, Civil Code § 1780(d).[9]

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Class, prays for:

1. An order certifying the Class and appointing Plaintiff as the representative of the Class, and appointing counsel of record for Plaintiff as counsel for the Class;

2. Equitable relief requiring Defendants to refund and restore to Plaintiff and all Class members all monies they paid for the Good Karma FlaxMilk Products;

3. Injunctive relief prohibiting Defendants from engaging in the misconduct described herein;

4. An award of attorney's fees;

5. An award of costs;

6. An award of interest, including prejudgment interest; and

7. For such other and further relief as the Court may deem proper.

DATED: October 20, 2014

CHANT & COMPANY
A Professional Law Corporation

By _____
Chant Yedalian
Counsel For Plaintiff

[9] A declaration may be used in lieu of an affidavit. California Code of Civil Procedure § 2015.5.

DEMAND FOR JURY TRIAL

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

DATED: October 20, 2014

CHANT & COMPANY
A Professional Law Corporation

By _____
Chant Yedalian
Counsel For Plaintiff

DECLARATION BY PLAINTIFF LARRY TRAN

I, LARRY TRAN, hereby declare that:

1. The following facts stated in this Declaration are based upon my own personal knowledge, except as to the information which is based upon information and belief, which I believe to be true. If called upon to testify as to the information contained in this Declaration, I could and would competently do so.

2. I am a named Plaintiff in this action.

3. I am over 18 years of age.

4. I purchased the Good Karma FlaxMilk (Original) product, which is shown in paragraph 20, of the attached Complaint.

5. This Court is the appropriate venue for this action because Defendants have done and continue to do business in the County of Los Angeles, Defendants have intentionally availed themselves of the markets within the County of Los Angeles through the promotion, marketing, sale and distribution of their products within the County of Los Angeles, and this is a class action case in which a substantial part of the transactions, acts and omissions giving rise to the Class' claims occurred within the County of Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing Declaration is true and correct, and was executed by me in the City of Canyon Country, California, on October 19, 2014.

LARRY TRAN
Declarant

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Chant Yedalian, State Bar No. 222325 (chant@chant.mobi)
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Ave., Glendale, CA 91202
TELEPHONE NO.: 877.574.7100 FAX NO.: 877.574.9411
ATTORNEY FOR (Name): Plaintiff, Larry Tran

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles

OCT 2 0 2014

Sherri R. Carter, Executive Officer/Clerk
By Moses Soto, Deputy

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

CASE NAME:
Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.

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: BC561218

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
☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
☑ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment
☐ Wrongful termination (36)
☐ Other employment (15)

Contract
☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property
☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer
☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review
☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
☐ RICO (27)
☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
☐ Partnership and corporate governance (21)
☐ 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. ☐ Large number of separately represented parties
   b. ☑ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ 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)*: 3
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: October 20, 2014
Chant Yedalian, Esq.
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

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

SHORT TITLE: Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.	CASE NUMBER BC561218

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

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

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

JURY TRIAL? ☑ YES CLASS ACTION? ☑ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☑ DAYS

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

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

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

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

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

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

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

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

SHORT TITLE: Larry Tran, et al. v. Good Karma Food Technologies, Inc., 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)	☑ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Larry Tran, et al. v. Good Karma Food Technologies, Inc., 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)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Larry Tran, et al. v. Good Karma Food Technologies, Inc., et al.	CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☑1. ☐2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.			ADDRESS: 111 N. Hill St.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

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

Dated: October 20, 2014

(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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