

# **EXHIBIT A**

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Stuart Rice

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4 *Attorneys for Plaintiff*  
5 *Dino Moody*

6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES – CIVIL COMPLEX**

9 DINO MOODY, on behalf of himself and all others  
10 similarly situated,

11 Plaintiff,

12 v.

13 THISTLE HEALTH INC., a Delaware corporation;  
14 and DOES 1 through 10, inclusive,

15 Defendants.

CASE NO.: **22STCV34568**

**CLASS ACTION COMPLAINT FOR:**

1. **VIOLATIONS OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT, CAL. CIV. CODE §§ 1750, et seq.; and**
2. **VIOLATIONS OF THE UNFAIR COMPETITION LAW (BUS. & PROF. CODE, §§ 17200, et seq.)**

Filed Concurrently:

1. Plaintiff's CLRA Venue Affidavit

**(Jury Trial Demanded)**

1 Plaintiff Dino Moody (“Plaintiff”), individually and on behalf of all others similarly situated,  
2 complains and alleges as follows based on personal knowledge as to himself, on the investigation of his  
3 counsel, and on information and belief as to all other matters. Plaintiff believes that substantial evidentiary  
4 support will exist for the allegations set forth in this complaint, after a reasonable opportunity for  
5 discovery.

6 **INTRODUCTION AND SUMMARY OF CLAIMS**

7 1. Plaintiff brings this Class Action Complaint to challenge Thistle Health Inc.’s (“Thistle”  
8 or “Defendant”) deceptive advertising practices with respect to its automatic renewal and continuous  
9 service offers of an online meal kit service it provides to consumers. Among other things, Thistle (a)  
10 enrolls consumers in automatic renewal and continuous service subscriptions without providing clear and  
11 conspicuous disclosures about the program or the associated charges; (b) charges consumers’ credit and  
12 debit cards without first obtaining their “affirmative consent” to the charge; and (c) fails to provide a cost-  
13 effective, timely, and easy-to-use mechanism for cancellation.

14 2. In short, Thistle’s automatic renewal and continuous service offers violate California’s  
15 Automatic Renewal Law (the “ARL”), Cal. Bus. & Prof. Code §§ 17600, *et seq.*, which requires  
16 companies like Thistle to clearly and conspicuously explain “automatic renewal offer terms.” As a result  
17 of these ARL violations, Thistle has violated the California Consumer Legal Remedies Act (the “CLRA”),  
18 Cal. Civ. Code §§ 1750, *et seq.* *See King v. Bumble Trading, Inc.*, 393 F.Supp.3d 856, 870 (N.D. Cal.  
19 2019) (an ARL violation can form the basis for a CLRA claim); *see also Johnson v. Pluralsight, LLC*,  
20 728 F. App’x 674, 676–77 (9th Cir. 2018) (“[Plaintiff’s] complaint alleges that Pluralsight violated the  
21 ARL by charging him without first providing information on how to cancel the subscription. The record  
22 also indicates that consumers signing up for trial subscriptions were not specifically given instructions on  
23 how to cancel before payment. This amply satisfies the UCL requirement that an unlawful business  
24 practice be any violation of ‘other laws.’”).

25 3. Thistle has also violated the CLRA because (a) it “[u]ses[] deceptive representations . . .  
26 in connection with [its] services” and “[a]dvertis[es] . . . [its] services with [the] intent not to sell them as  
27 advertised.” *See* Cal. Civ. Code §§ 1770(a)(4) & (9).



1 itself of forum benefits. *Pavlovich v. Superior Court*, 29 Cal.4th 262, 268 (2002). In addition, the  
2 controversy is related to or arises out of Thistle’s contacts with the forum, and the assertion of personal  
3 jurisdiction would comport with “fair play and substantial justice.” *Id.*

4 9. Venue is proper in the Los Angeles County Superior Court pursuant to Code of Civil  
5 Procedure, sections 394, 395, and 395.5. Wrongful conduct occurred and continues to occur in this  
6 County. Thistle conducted and continues to conduct business in this County as it relates to its automatic  
7 renewal and continuous service offers.

8 **PARTIES**

9 10. Plaintiff is and at all relevant times mentioned was both a resident of Los Angeles County,  
10 California and a “consumer,” as defined by Cal. Civ. Code § 1761(d) and Cal. Bus. & Prof. Code §  
11 17601(d).

12 11. Thistle is a Delaware corporation with its principal place of business in San Francisco,  
13 California. Thistle is and at all relevant times mentioned was a “person,” as defined by Cal. Civ. Code §  
14 1761(c).

15 12. Thistle offers a meal kit service through its website, <https://www.thistle.co/>.

16 **FACTUAL ALLEGATIONS**

17 13. On July 25, 2022, Plaintiff purchased a meal kit (from [https://www.thistle.co](https://www.thistle.co/)) for \$66.45,  
18 from his home in Los Angeles County, California. After this initial transaction, however, Thistle enrolled  
19 Plaintiff into an automatic renewal subscription—automatically charging him another \$88.95 on August  
20 5, 2022 (a different and higher amount than the initial charge)—without providing the clear and  
21 conspicuous disclosures required by California law.

22 14. Automatic renewal subscriptions affecting California consumers are governed by the ARL,  
23 Cal. Bus. & Prof. Code §§ 17600, *et seq.*, which requires companies like Thistle to clearly and  
24 conspicuously explain “automatic renewal offer terms,” including by providing the following clear and  
25 conspicuous disclosures:

- 26 (a) that the subscription or purchasing agreement will continue until the consumer cancels;  
27 (b) the description of the cancellation policy that applies to the offer;

1 (c) the recurring charges that will be charged to the consumer’s credit or debit card or payment  
2 account with a third party as part of the automatic renewal plan or arrangement, and that  
3 the amount of the charge may change, if that is the case, and the amount to which the  
4 charge will change, if known;

5 (d) the length of the automatic renewal term or that the service is continuous, unless the length  
6 of the term is chosen by the consumer; and

7 (e) the minimum purchase obligation, if any.

8 *See* Cal. Bus. & Prof. Code § 17601(b)(1) – (5).

9 15. None of the above disclosures were properly provided to Plaintiff.

10 16. Thistle also failed to provide a means for Plaintiff to cancel by using a “cost-effective,  
11 timely, and easy-to-use mechanism for cancellation.” *Id.*, § 17602(b).

12 17. Critically, the ARL requires the automatic renewal offer terms must be presented to the  
13 consumer both:

14 (a) *before* the purchasing contract is fulfilled, and in “visual proximity” to the *request for*  
15 *consent to the offer*; and

16 (b) *clearly and conspicuously*, defined by the statute as one or more of the following:

- 17 i. in larger type than the surrounding text;  
18 ii. in contrasting type, font, or color to the surrounding text of the same size; or  
19 iii. set off from the surrounding text of the same size by symbols or other marks in a  
20 manner that clearly calls attention to the language.

21 *See id.*, §§ 17602(a)(1) & 17601(c).


22 18. Thistle does not clearly and conspicuously disclose its automatic renewal offer terms in  
23 the manner required by Section 17602. For example, Thistle does not use bold, highlighted, all-  
24 capitalized, or different-colored text for the automatic renewal terms; there is no “call out” box or anything  
25 like that near the terms. Instead, the disclosures appear in very small font, at the very bottom of the  
26 checkout screen, and are deliberately difficult to read.

27 ///

28 ///

1  
2 **Checkout**

3 Add a credit/debit card for payment processing. All payments are processed on  
4 Thursdays at midnight for the following week of service.

5 **PLANTS120 applied** 

6  
7  Card number MM / YY CVC

8  
9  
10 **START ENJOYING THISTLE**

11  
12 By clicking "Start Enjoying Thistle", you agree you are purchasing a continuous  
13 subscription that renews weekly and will receive weekly deliveries until you pause or  
14 cancel. Your credit card will be charged the total cost of your subscription each week. You  
15 may pause or cancel your subscription at any time by signing into your account, heading  
16 to your Account page and navigating to the "Meal Plan" tab (for pausing) or the "Account  
17 Details" tab (for cancelling) and following the prompts. All orders are processed at 11:59pm  
18 each Thursday. Any orders that have been processed, as reflected on your Coming Up  
19 page, cannot be cancelled and you will not receive a refund of fees already paid. For more  
20 information see our [Terms of Use](#) and [FAQs](#).

21  
22 19. Nor does Thistle properly disclose (a) any description of the cancellation policy that applies  
23 to the offer; (b) that the recurring charges will be charged to the consumer's credit or debit card or payment  
24 account with a third party as part of the automatic renewal plan; or (c) when the consumer will be charged.  
25 In Plaintiff's case, he was billed on or soon after July 25, 2022, then billed again—without notice, and for  
26 a different and higher amount than the initial charge—on August 5, 2022.

27  
28 20. In addition, Plaintiff did not receive an ARL-compliant retainable acknowledgement (e.g.,  
email) explaining or providing (i) the automatic renewal offer's terms, (ii) the cancellation policy, and  
(iii) information about how to cancel Thistle's services. All are required by law. *See* Cal. Bus. & Prof.  
Code § 17602(a)(3).

1 21. The ARL also requires that “a business that allows a consumer to accept an automatic  
2 renewal or continuous service offer online shall allow a consumer to terminate the automatic renewal or  
3 continuous service *exclusively online, at will*, and without engaging any further steps that obstruct or delay  
4 the consumer’s ability to terminate the automatic renewal or continuous service immediately.” Cal. Bus.  
5 & Prof. Code § 17602(d)(1). The online method of termination must be in the form of either: (a) “[a]  
6 prominently located direct link or button which may be located within either a customer account or profile,  
7 or within either device or user settings,” or (b) “[b]y an immediately accessible termination email  
8 formatted and provided by the business that a consumer can send to the business without additional  
9 information.” *Id.* Thistle violated these provisions, as well.

10 **CLASS ACTION ALLEGATIONS**

11 22. Plaintiff brings this action on behalf of himself and all others similarly situated (“the  
12 Class”).

13 23. Plaintiff represents, and is a member of, the Class consisting of:

14 All persons in California who purchased a product or service from Thistle  
15 as part of an automatic renewal plan or continuous service offer within the  
16 four years prior to the filing of this Complaint.

17 24. Thistle and its employees or agents are excluded from the Class. Plaintiff does not know  
18 the number of Class members, but estimates it to be greater than 100 individuals, if not many more. As a  
19 result, this matter should be certified as a class action to assist in the expeditious litigation of this matter.

20 25. The “Class Period” means the four years prior to the filing of this Complaint.

21 26. Plaintiff reserves the right to redefine the Class, and to add and redefine any additional  
22 subclasses as appropriate based on discovery and specific theories of liability.

23 27. There is a well-defined community of interest in the litigation, the proposed class is easily  
24 ascertainable, and Plaintiff is a proper representative of the Class.

25 28. **Ascertainability:** Class members are readily ascertainable from Thistle’s own records  
26 and/or Thistle’s agents’ records.

27 29. **Numerosity:** The potential Class members as defined are so numerous and so diversely  
28 located throughout California, that joinder of all the Class members is impracticable. Class members are  
dispersed throughout California. Joinder of all members of the proposed Class is therefore not practicable.



1           30.     **Commonality:** There are questions of law and fact common to Plaintiff and the Class that  
2 predominate over any questions affecting only individual Class members, in particular because every  
3 member of the class has an identical check-out and subscription process. The common questions of law  
4 and fact include, without limitation:

5           (a) Do Thistle’s automatic renewal practices violate the ARL, Cal. Bus & Prof. Code §§  
6           17600, *et seq.*?

7           (b) Does Thistle violate the CLRA, Cal. Civ. Code §§ 1750, *et seq.*?

8           (c) Does Thistle violate the UCL, Cal. Bus. & Prof. Code §§ 17200, *et seq.*?

9           (d) Whether the members of the Class are entitled to damages and/or restitution.

10           (e) What type of injunctive relief is appropriate and necessary to enjoin Thistle from  
11 continuing its unlawful automatic renewal practices?

12           (f) Whether Thistle’s conduct was undertaken with conscious disregard of the rights of the  
13 members of the Class and was done with fraud, oppression, and/or malice.

14           31.     **Typicality:** Plaintiff’s claims are typical of the claims of the members of the Class in that  
15 Plaintiff is a member of the Class he seeks to represent. Identical to all members of the Class, Thistle (a)  
16 enrolled Plaintiff in an automatic renewal and continuous service subscription without providing clear and  
17 conspicuous disclosures as required by California law; (b) charged Plaintiff for those services without  
18 obtaining his affirmative consent; (c) did not provide Plaintiff with information on how to cancel those  
19 services; (d) did not provide Plaintiff with a cost-effective, timely, and easy-to-use mechanism for  
20 cancellation, nor a method of cancellation required by § 17602; and (e) failed to send an ARL-compliant  
21 retainable acknowledgement consistent with Cal. Bus. & Prof. Code § 17602(a)(3). Plaintiff is advancing  
22 the same claims and legal theories on behalf of himself and all absent members of the Class. Defendant  
23 has no defenses unique to the Plaintiff.

24           32.     **Adequacy of Representation:** Plaintiff will fairly and adequately represent and protect the  
25 interests of the Class. Plaintiff’s interests do not conflict with those of the Class members. Plaintiff has  
26 retained counsel experienced in consumer protection law, including class actions, and specifically,  
27 California’s ARL. Plaintiff has no adverse or antagonistic interest to those in the Class and will fairly and  
28

1 adequately protect the interests of the Class. Plaintiff's attorneys are aware of no interests adverse or  
2 antagonistic to those of Plaintiff and the proposed Class.

3       33.     ***Superiority of Class Action:*** A Class Action is superior to other available means for the  
4 fair and efficient adjudication of this controversy. Individual joinder of all Class members is not  
5 practicable, and questions of law and fact common to the Class predominate over any questions affecting  
6 only individual members of the Class. Plaintiff and the Class members have suffered or may suffer loss  
7 in the future by reason of Defendant's illegal policies and/or practices. Certification of this case as a class  
8 action will allow those similarly situated persons to litigate their claims in the manner that is most efficient  
9 and economical for the parties and the judicial system. Certifying this case as a class action is superior  
10 because it allows for efficient relief to Class members, and will thereby effectuate California's strong  
11 public policy of protecting the California consumer from violations of its laws.

12       34.     Even if every individual Class member could afford individual litigation, the court system  
13 could not. It would be unduly burdensome to the courts if individual litigation of the numerous cases  
14 were to be required. Individualized litigation also would present the potential for varying, inconsistent,  
15 or contradictory judgments, and would magnify the delay and expense to all parties and to the court system  
16 resulting from multiple trials of the same factual issues.

17       35.     By contrast, conducting this action as a class action will present fewer management  
18 difficulties, conserve the resources of the parties and the court system, and protect the rights of each Class  
19 member. Further, it will prevent the very real harm that would be suffered by numerous putative Class  
20 members who will be unable to enforce individual claims of this size on their own, and by Thistle's  
21 competitors, who will be placed at a competitive disadvantage because they chose to obey the law.  
22 Plaintiff anticipates no difficulty in the management of this case as a class action.

23       36.     Plaintiff reserves the right to expand the Class definition to seek recovery on behalf of  
24 additional persons as warranted as facts are learned in further investigation and discovery.

25       ///

26       ///

27       ///

28       ///

**FIRST CAUSE OF ACTION**

**Violation of the California Consumer Legal Remedies Act,  
Cal. Civ. Code §§ 1750, *et seq.* (Automatic Renewal Law)  
(By Plaintiff Against Defendants on Behalf of the Class)**

37. Plaintiff repeats and re-alleges the allegations contained in every preceding paragraph.

38. The CLRA is a California consumer protection statute which allows plaintiffs to bring private civil actions for “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction . . . which results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770(a). The purposes of the CLRA are “to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection.” Cal. Civ. Code § 1760.

39. California enacted the ARL “to end the practice of ongoing charging of consumer credit or debit cards or third party payment accounts without the consumers’ explicit consent for ongoing shipments of a product or ongoing deliveries of service.” Cal. Bus. & Prof. Code § 17600.

40. Plaintiff and each member of the Class are “consumers” as defined by California Business & Professions Code section 17601(d). Thistle’s sales of its products on its website to Plaintiff and the Class were for an “automatic renewal” within the meaning of California Business & Professions Code section 17601(a).

41. Defendants failed to clearly and conspicuously disclose (a) the nature of the subscription agreement as one that will continue until the consumer canceled, (b) how to cancel the subscription, (c) the recurring amounts that would be charged to the consumer’s payment account, (d) the length of the automatic renewal term, or (e) any minimum purchasing obligation(s).

42. Defendants have violated several of the ARL’s provisions:

- (a) Defendants have violated Cal. Bus. & Prof. Code § 17602(a)(1) because their offer did not “include a clear and conspicuous explanation of the price that will be charged . . .”;
- (b) Defendants have violated Cal. Bus. & Prof. Code § 17602(a)(2) by charging consumers’ credit and debit cards without first obtaining their “affirmative consent” to the charge; and
- (c) Defendants have violated Cal. Bus. & Prof. Code § 17602(d)(1) by failing to “allow a

1 consumer” who “accept[s] an automatic renewal or continuous service offer online” to  
2 “terminate the automatic renewal or continuous service exclusively online, at will, and  
3 without engaging any further steps that obstruct or delay the consumer's ability to  
4 terminate the automatic renewal or continuous service immediately.”

5 (d) Defendants have violated Cal. Bus. & Prof. Code § 17602(a)(3) by failing to provide a  
6 permanently retainable post-transaction acknowledgment that allows cancellation before  
7 payment.

8 43. Through their violations of the ARL, Defendants have violated the CLRA. *See King*, 393  
9 F.Supp.3d at 870 (an ARL violation can form the basis for a CLRA claim); *see also Pluralsight*, 728 F.  
10 App’x at 676–77 (“[Plaintiff’s] complaint alleges that Pluralsight violated the ARL by charging him  
11 without first providing information on how to cancel the subscription. The record also indicates that  
12 consumers signing up for trial subscriptions were not specifically given instructions on how to cancel  
13 before payment. This amply satisfies the UCL requirement that an unlawful business practice be any  
14 violation of ‘other laws.’”).

15 44. Pursuant to Cal. Civ. Code § 1782, on September 9, 2022, Plaintiff’s counsel notified  
16 Defendants in writing (by certified mail, with return receipt requested) of the particular violations of the  
17 CLRA and demanded that they correct or agree to correct the actions described in this Complaint,  
18 including by giving notice to all affected consumers.

19 45. Defendants did not agree to rectify the problems associated with the actions described  
20 above and to give notice to all affected consumers within 30 days of the date of the written notice, as  
21 prescribed by § 1782.

22 46. Plaintiff seeks actual, consequential, punitive, and statutory damages, as well as mandatory  
23 attorneys’ fees and costs, against Defendants.

24 **SECOND CAUSE OF ACTION**

25 **Violation of the Unfair Competition Law (Bus. & Prof. Code, §§ 17200, *et seq.*)**

26 **(By Plaintiff Against Defendants on Behalf of the Class)**

27 47. Plaintiff repeats and re-alleges the allegations contained in every preceding paragraph.  
28

1 48. The UCL prohibits, and provides civil remedies for, “unfair competition,” which is defined  
2 as “any unlawful, unfair or fraudulent business act or practice.” The UCL is written in “sweeping  
3 language” to include “anything that can properly be called a business practice and that at the same time is  
4 forbidden by law.” *Bank of the West v. Superior Court*, 2 Cal.4th 1254, 1264 (1992) (internal brackets  
5 and quotation marks omitted).

6 49. The UCL has several substantive “prongs” which are a function of the statutory definition  
7 of “unfair competition.” More specifically, under the UCL, “unfair competition” includes (i) an  
8 “unlawful” business act or practice, (ii) an “unfair” business act or practice, and (iii) a “fraudulent”  
9 business act or practice. *See* Bus. & Prof. Code, §§ 17200, *et seq.*

10 50. The “unlawful” prong of the UCL makes a violation of the underlying law a *per se* violation  
11 of the UCL. “By defining unfair competition to include any ‘*unlawful* . . . business act or practice,’ the  
12 UCL permits violations of other laws to be treated as unfair competition that is independently actionable.”  
13 *Kasky*, 27 Cal.4th at 950 (emphasis in original).

14 51. Defendants committed “unlawful,” “unfair,” and/or “fraudulent” business practices by,  
15 among other things: (a) enrolling Plaintiff and the Class in an automatic renewal and continuous service  
16 subscription without providing clear and conspicuous disclosures as required by California law; (b)  
17 charging Plaintiff and the Class for those services without obtaining the requisite affirmative consent; (c)  
18 failing to provide Plaintiff or the Class with information on how to cancel those services; (d) failing to  
19 provide Plaintiff or the Class with a cost-effective, timely, and easy-to-use mechanism for cancellation,  
20 nor a method of cancellation required by § 17602; and (e) failing to send an ARL-compliant retainable  
21 acknowledgement consistent with Cal. Bus. & Prof. Code § 17602(a)(3). Plaintiff reserves the right to  
22 allege other violations of law that constitute unlawful, unfair, or fraudulent business acts or practices.

23 52. Defendants’ acts and omissions as alleged in this Complaint violate obligations imposed  
24 by statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,  
25 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to  
26 such conduct.

27 53. There were reasonably available alternatives to further Defendants’ legitimate business  
28 interests, other than the conduct described in this Complaint.

1 54. Defendants' acts, omissions, nondisclosures, and misleading statements as alleged in this  
2 Complaint were and are false, misleading, and/or likely to deceive the consuming public.

3 55. Plaintiff has suffered injury in fact and lost money as a result of Defendants' acts of unfair  
4 competition.

5 56. Pursuant to § 17203, Plaintiff and all Class members are entitled to restitution of all  
6 amounts Defendants received from them as a result of the foregoing conduct during the four years  
7 preceding the filing of this Complaint and continuing until Defendants' acts of unfair competition cease.

8 57. Pursuant to § 17203, Plaintiff is entitled to an order enjoining Defendants from committing  
9 further acts of unfair competition.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for relief and judgment in favor of himself and the Class as follows:

12 1. For an order certifying that the action be maintained as a class action, that Plaintiff be  
13 designated the class representative, and that undersigned counsel be designated as class counsel.

14 2. For an injunction putting a stop to the illegal conduct described herein and ordering  
15 Defendants to correct their illegal conduct and refrain from automatically charging consumers without  
16 properly informing them in the future.

17 3. For an order awarding Plaintiff and the proposed Class members actual, consequential,  
18 restitution, punitive, and statutory damages, as appropriate.

19 4. For pre- and post-judgment interest and costs of suit incurred herein.

20 5. For attorneys' fees incurred herein.

21 6. For such other and further relief as the Court may deem just and proper.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff, on behalf of himself and the Class, hereby demands a trial by jury.

24 DATED: October 28, 2022

**KJC LAW GROUP, A.P.C.**

25 By: /s/ Kevin J. Cole

Kevin J. Cole, Esq.

26  
27 *Attorneys for Plaintiff Dino Moody*

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and Address): 22STCV34568  
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 ATTORNEY FOR (Name): Plaintiff Dino Moody

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

CASE NAME:  
 Dino Moody v. Thistle Health 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: **22STCV34568**  
 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><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></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-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></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><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></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><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input 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: October 28, 2022

Kevin J. Cole

(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.



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

**Auto Tort**

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

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

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

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

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

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

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

**Real Property**

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

**Unlawful Detainer**

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

**Judicial Review**

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

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

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

**Enforcement of Judgment**

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

**Miscellaneous Civil Complaint**

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

**Miscellaneous Civil Petition**

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



SHORT TITLE Dino Moody v. Thistle Health Inc.	CASE NUMBER 22STCV34568
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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 Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Dino Moody v. Thistle Health Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8	

SHORT TITLE Dino Moody v. Thistle Health Inc.	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Case Type	<b>B</b> Type of Action (check only one)	<b>C</b> Applicable Reasons (see Step 3 above)
<b>Contract</b> (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
<b>Real Property</b>	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
<b>Unlawful Detainer</b>	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Dino Moody v. Thistle Health Inc.	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Case Type	<b>B</b> Type of Action (check only one)	<b>C</b> Applicable Reasons (see Step 3 above)
<b>Provisionally Complex Litigation</b> (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
	<input type="checkbox"/> 4304 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> 4307 Other Civil Petition	2, 9		

SHORT TITLE Dino Moody v. Thistle Health 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 checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 111 N. Hill St.	
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 of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: October 28, 2022



(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 LASC CIV 109 (10/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a 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 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.

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

THISTLE HEALTH INC., a Delaware corporation; and DOES 1 through 10, inclusive,

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

DINO MOODY, on behalf of himself and all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Los Angeles County Superior Court  
111 N. Hill St., Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):

22STCV34568

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
KJC LAW GROUP, A.P.C., Kevin J. Cole (SBN 321555); 9701 Wilshire Blvd., Suite 1000, Beverly Hills, CA 90212; (310) 861-7797

DATE: October 28, 2022  
(Fecha) Clerk, by Sherri R. Carter Executive Officer / Clerk of Court, Deputy R. Lozano, (Adjunto) (Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED: You are served**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	<small>Reserved for Clerk's File Stamp</small>  <b>FILED</b> Superior Court of California County of Los Angeles <b>10/28/2022</b> Sherri R. Carter, Executive Officer / Clerk of Court By: <u>          R. Lozano          </u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
<b>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</b>	
<b>Your case is assigned for all purposes to the judicial officer indicated below.</b>	CASE NUMBER: <b>22STCV34568</b>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Stuart M. Rice	1					

Given to the Plaintiff/Cross-Complainant/Attorney of Record           Sherri R. Carter, Executive Officer / Clerk of Court            
 on 10/28/2022 By R. Lozano, Deputy Clerk  
(Date)



**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

**\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



1 **KJC LAW GROUP, A.P.C.**  
Kevin J. Cole (SBN 321555)  
2 9701 Wilshire Blvd., Suite 1000  
Beverly Hills, CA 90212  
3 Telephone: (310) 861-7797  
e-Mail: kevin@kjclawgroup.com

4  
5 *Attorneys for Plaintiff*  
*Dino Moody*

6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES – CIVIL COMPLEX**

9 DINO MOODY, on behalf of himself and all others  
10 similarly situated,

11 Plaintiff,

12 v.

13 THISTLE HEALTH INC., a Delaware corporation;  
14 and DOES 1 through 10, inclusive,

15 Defendants.

CASE NO.: **22STCV34568**

**PLAINTIFF DINO MOODY'S  
CONSUMER LEGAL REMEDIES ACT  
VENUE AFFIDAVIT PURSUANT TO  
CIVIL CODE § 1780(D)**

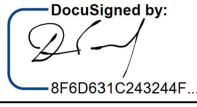
1 I, DINO MOODY, declare as follows:

2 1. On or around July 25, 2022, I purchased a meal kit from <https://www.thistle.co>, for \$66.45  
3 (the "Product").

4 2. At the time of my purchase and payment for this Product, I was in the County of Los  
5 Angeles in the State of California (where I reside).

6 3. The transactions that are the subject of this action occurred in the County of Los Angeles  
7 in the State of California.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
9 true and correct, and that this declaration was executed on 10/16/2022, 2022, in  
10 the City of Los Angeles.

11  
12 By:   
13 DINO MOODY

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	<b>FILED</b> Superior Court of California County of Los Angeles 11/07/2022
PLAINTIFF/PETITIONER: Dino Moody	Sherri R. Carter, Executive Officer / Clerk of Court By: _____ A. He _____ Deputy
DEFENDANT/RESPONDENT: Thistle Health Inc.	
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: 22STCV34568

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Re: Newly Filed Class Action) of 11/07/2022, Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Kevin Jason Cole  
KJC Law Group, A Professional Corporation  
9701 Wilshire Blvd., Suite 1000  
Beverly Hills, CA 90212

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 11/7/2022

By: A. He  
Deputy Clerk

**CERTIFICATE OF MAILING**

**FILED**  
Superior Court of California  
County of Los Angeles

11/07/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:                     A. He                     Deputy

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

11	DINO MOODY, on behalf of himself and all	)	Case No.: 22STCV34568
12	others similarly situated,	)	INITIAL STATUS CONFERENCE ORDER
13		)	(COMPLEX CLASS ACTIONS)
14	Plaintiff(s),	)	Case Assigned for All Purposes to
15		)	Judge Stuart M. Rice
16	v.	)	
17	THISTLE HEALTH INC.,	)	Department: 1
18		)	
19	Defendant(s)	)	
20		)	
21		)	
22		)	

This Initial Status Conference Order (Complex Class Actions) supplements a Minute Order served concurrently herewith. That Minute Order sets a date and time for the Initial Status Conference and includes many other important provisions which are NOT repeated in this Order. Counsel must review that Minute Order carefully to be fully informed of your obligations and the unique processes used in the Los Angeles Superior Court Complex Courtrooms.

Note: Some provisions of this Order are in reference to wage-and-hour class actions and may not be applicable to other types of class actions. Insofar as they are irrelevant to your case, say so in your Joint Initial Status Conference Response Statement.

Pending further order, the following is ordered:

The court orders counsel to prepare for the Initial Status Conference (“ISC”) by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate

1 contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much  
2 as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference  
3 Response Statement five (5) court days before the Initial Status Conference. The Joint Response  
4 Statement must be filed on line-numbered pleading paper and must specifically answer each of the  
5 below-numbered questions. Do not use the Judicial Council Form CM-110 (Case Management  
6 Statement).

7 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and  
8 presently-named defendants, together with all counsel of record, including counsel's contact and email  
9 information.

10 **2. STATUS OF PLEADINGS:** Please indicate whether defendant has filed a Notice of  
11 Appearance or an Answer to the Complaint, and, if so, indicate the filing date(s).

12 **3. POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently  
13 intends to add additional class representatives, and, if so, the name(s) and date by which these class  
14 representatives will be added. Indicate whether any plaintiff presently intends to name additional  
15 defendants, and, if so, the name(s) and date by which the defendant(s) will be added. Indicate whether  
16 any appearing defendant presently intends to file a cross-complaint and, if so, the names of cross-  
17 defendants and the date by which the cross-complaint will be filed.

18 **4. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong person  
19 or entity, please explain why the named defendant is improperly named and the proposed procedure to  
20 correct this error.

21 **5. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party  
22 believes one or more named plaintiffs might not be an adequate class representative, including reasons  
23 of conflict of interest as described in *Apple Computer v. Superior Court* (2005) 126 Cal.App.4<sup>th</sup> 1253,  
24 please explain. No prejudice will attach to these responses.

25 **6. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

26 **7. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list  
27 other cases with overlapping class definitions. Please identify the court, the short caption title, the  
28 docket number, and the case status.

1           **8.       POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION**

2 **WAIVER CLAUSES:** Please state whether arbitration is an issue in this case and attach a sample of  
3 any relevant clause of this sort. Opposing parties must summarize their views on this issue.

4           **9.       POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel should identify and  
5 describe the significant core issues in the case, and then identify efficient ways to resolve those issues,  
6 including one or more of the following:

- 7       • Motion to Compel Arbitration,
- 8       • Early motions in limine,
- 9       • Early motions about particular jury instructions and verdict forms,
- 10      • Demurrers,
- 11      • Motions to strike,
- 12      • Motions for judgment on the pleadings, and
- 13      • Motions for summary judgment and summary adjudication.

14           **10.     CLASS CONTACT INFORMATION:** Counsel should discuss whether obtaining  
15 class contact information from defendant’ s records is necessary in this case and, if so, whether the  
16 parties consent to an “opt-out” notice process (as approved in *Belaire-West Landscape, Inc. v. Superior*  
17 *Court* (2007) 149 Cal.App.4<sup>th</sup> 554, 561). Counsel should address timing and procedure, including  
18 allocation of cost and the necessity of a third party administrator.

19           **11.     PROTECTIVE ORDERS:** Parties considering an order to protect confidential  
20 information from general disclosure should begin with the model protective orders found on the Los  
21 Angeles Superior Court Website under “Civil Tools for Litigators.”

22           **12.     DISCOVERY:** Please discuss a discovery plan. If the parties cannot agree on a plan,  
23 summarize each side’s views on discovery. The court generally allows discovery on matters relevant to  
24 class certification, which (depending on circumstances) may include factual issues also touching the  
25 merits. The court generally does not permit extensive or expensive discovery relevant only to the merits  
26 (for example, detailed damages discovery) at the initial stage unless a persuasive showing establishes  
27 early need. If any party seeks discovery from absent class members, please estimate how many, and  
28 also state the kind of discovery you propose. See California Rule of Court, Rule 3.768

1           **13. INSURANCE COVERAGE:** Please state if (1) there is insurance for indemnity or  
2 reimbursement, and (2) whether there are any insurance coverage issues which might affect settlement.

3           **14. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each  
4 party’s position about it. If pertinent, how can the court help identify the correct neutral and prepare the  
5 case for a successful settlement negotiation?

6           **15. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for the  
7 following:

- 8           • The next status conference,
- 9           • A schedule for alternative dispute resolution, if it is relevant,
- 10           • A filing deadline for the motion for class certification, and
- 11           • Filing deadlines and descriptions for other anticipated non-discovery motions.

12           **16. REMINDER WHEN SEEKING TO DISMISS:**

13           “A dismissal of an entire class action, or of any party or cause of action in a class action, requires  
14 court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth  
15 the facts on which the party relies. The declaration must clearly state whether consideration,  
16 direct or indirect, is being given for the dismissal and must describe the consideration in detail.”  
17 California Rule of Court, Rule 3.770.

18           If the parties settle the class action, that too will require judicial approval based on a noticed  
19 motion.

20           **17. REMINDER WHEN SEEKING APPROVAL OF A SETTLEMENT:**

21           Plaintiff(s) must address the issue of any fee splitting agreement in their motion for preliminary  
22 approval and demonstrate compliance with California Rule of Court 3.769, and the Rules of  
23 Professional Conduct 2-200(a) as required by *Mark v. Spencer* (2008) 166 Cal.App. 4<sup>th</sup> 219.

24           **18. NOTICE OF THE INITIAL STATUS CONFERENCE ORDER:**

25           Plaintiff’s counsel shall serve this Initial Status Conference Order on all defense counsel, or if  
26 counsel is not known, on each defendant and file a Proof of Service with the court within seven (7) days  
27 of the date of this Order. If the Complaint has not been served as of the date of this Order, plaintiff(s)  
28 must serve the Complaint, along with a copy of this Order, within five (5) days of the date of this Order.

1 Once served, each as yet non-appearing defendant shall file a Notice of Appearance (identifying counsel  
2 by name, firm name, address, email address, telephone number and fax number). The filing of a Notice  
3 of Appearance is without prejudice to (a) any jurisdictional, substantive or procedural challenge to the  
4 Complaint, (b) any affirmative defense, and (c) the filing of any cross-complaint in this action.

5 **19. e-Service Provider**

6 The parties should refer to the Court's website for the list of e-service providers which are  
7 approved for complex cases. The parties must sign up with the provider at least ten court days in  
8 advance of the Initial Status Conference and advise the Court, via email to [sscdept1@lacourt.org](mailto:sscdept1@lacourt.org), which  
9 provider was selected. While the parties are free to choose any approved service, Department 1 prefers  
10 Case Anywhere.

11 Dated: 11/7/2022



A handwritten signature in black ink that reads "Stuart M. Rice".

12  
13 Stuart M. Rice / Judge  
14 Honorable Stuart M. Rice  
15 Judge of the Los Angeles Superior Court  
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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**22STCV34568**

**DINO MOODY vs THISTLE HEALTH INC.**

November 7, 2022

3:20 PM

Judge: Honorable Stuart M. Rice

Judicial Assistant: A. He

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Court Order Re: Newly Filed Class Action

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has assigned this case to this department for all purposes.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within ten (10) days of service of this order.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 02/14/2023 at 09:00 AM in this department. At least ten (10) days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. Counsel must file a Joint Initial Status Conference Response Statement five (5) court days before the Initial Status Conference.

The Initial Status Conference Order, served concurrently with this Minute Order, is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**22STCV34568**

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3:20 PM

Judge: Honorable Stuart M. Rice

CSR: None

Judicial Assistant: A. He

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

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Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6. Nothing in this order stays the filing of an Amended Complaint pursuant to Labor Code Section 2699.3(a)(2)(C) by a plaintiff wishing to add a Private Attorney General Act (“PAGA”) claim.

For information on electronic filing in the Complex Courts, please refer to <https://www.lacourt.org/division/efiling/efiling2.aspx#civil>. See, in particular, the link therein for “Complex Civil eFiling.” Parties shall file all documents in conformity with the Presiding Judge’s First Amended General Order of May 3, 2019, particularly including the provisions therein requiring Bookmarking with links to primary documents and citations; that Order is available on the Court’s website at the link shown above.

For efficiency in communication with counsel, the complex program requires the parties in every new case to use an approved third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court which provider was selected.

The court has implemented LACourtConnect to allow attorneys, self-represented litigants and parties to make audio or video appearances in Los Angeles County courtrooms. LACourtConnect technology provides a secure, safe and convenient way to attend hearings remotely. A key element of the Court’s Access LACourt YOUR WAY program to provide services and access to justice, LACourtConnect is intended to enhance social distancing and change the traditional in-person courtroom appearance model. See <https://my.lacourt.org/laccwelcome> for more information.

This Complex Courtroom does not use Los Angeles Superior Court’s Court Reservation (“CRS”) portal to reserve motion hearing dates. Rather, counsel may secure dates by calling the Courtroom Assistant at 213-310-70xx with the “xx” being the Department number, e.g. Dept. 1 is 01 and Dept. 10 is 10.

Court reporters are not provided for hearings or trials. The parties should make their own arrangements for any hearing where a transcript is desired.

If you believe a party or witness will need an interpreter, see the court’s website for information on how to make such a request in a timely manner. <https://www.lacourt.org/irud/UI/index.aspx>

Counsel are directed to access the following link for further information on procedures in the

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**22STCV34568**

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Judge: Honorable Stuart M. Rice

Judicial Assistant: A. He

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

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Complex litigation Program courtrooms: <https://www.lacourt.org/division/civil/CI0042.aspx>.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven (7) days of service.

Certificate of Mailing is attached.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Thistle Health Fails to Provide Details for Automatic Meal Kit Subscription Renewals, Class Action Claims](#)

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